CITY OF BARTLETT

MAYOR'S OFFICE 6400 STAGE ROAD BARTLETT, TENNESSEE 38134

David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Kevin Franz, IT Director



REQUEST FOR QUALIFICATIONS

RFQ # FY2026-08-007

DUE: Friday September 12, 2025, no later than 2:00 p.m. (CST)

PROFESSIONAL COST REDUCTION CONSULTING SERVICES

The City of Bartlett is soliciting written requests for qualifications, on a competitive basis from qualified companies or professionals to provide Professional Cost Reduction Services – City-Wide contracts and categories.

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I. INTRODUCTION

The City of Bartlett, Tennessee is committed to sound financial management and operational excellence. In alignment with these values, the City is seeking qualifications from experienced firms that specialize in cost reduction and expense optimization services across a wide range of non-payroll expense categories.

This initiative is focused on uncovering sustainable savings without requiring additional City resources or compromising service quality. Responding firms should demonstrate a proven ability to work within the public sector and deliver measurable results through a collaborative, data-driven approach.

To best serve the City's interests, preference will be given to firms that:

- Operate on a performance-based model, aligning compensation with actual, hard dollar measurable savings achieved.
- Are fully vendor-neutral and do not sell products, accept commissions, or promote specific suppliers.
- Bring deep expertise across multiple cost categories, supported by national or global benchmarking data.
- Require minimal time and effort from City staff throughout the engagement.

The City is particularly interested in partners who can provide a fresh perspective, challenge the status quo, and bring forward innovative cost-saving strategies—while respecting existing relationships and ensuring full transparency in all recommendations. The City reserves the right to exclude certain contracts or agreements from this RFQ.

II. MINIMUM PROPOSER REQUIRMENT

All Proposers must:

- 1. Have at least three (3) years of experience providing Professional Cost Reduction Consulting Services. The proposer shall also provide three (3) references from municipal governments, county governments, or similar organizations where comparable services have been performed (see Exhibit B)."
- 2. Have sufficient, competent and skilled staff to perform the Services as required.
- 3. Be an equal employment opportunity employer and abide by Title VI guidelines.

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- 4. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
- 5. Sign and enclose the Public Acts 109 Form. (Exhibit C)
- 6. Include a current, signed W-9 form.

III. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact **Kevin Franz**, **IT Director**, in writing at email kfranz@cityofbartlett.org, Please reference "Professional Reduction Consulting Services" in subject line.

Questions should reference the section of this document to which the question pertains and all contact information for the person submitting the questions. *IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.* <u>The deadline for submitting questions will be August 29, 2025, by 12:00 p.m. (CST).</u> Answers will be provided by 12:00 p.m. (CST) Tuesday, September 2, 2025. These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

IV. PROPOSAL SCHEDULE

All proposals must be received at the address listed above no later than <u>September 12, 2025, at 2:00</u> <u>p.m. (CST)</u>. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

- The City of Bartlett, Tennessee is issuing this sealed bid request on August 22, 2025.
- Deadline to submit additional written questions Proposers may submit written questions via email as to the intent or clarity of this document until noon on August 31, 2025. Responses will be given within 24 business hours or no later than noon September 2, 2025.
- Submission of Proposal ALL PROPOSALS (one original and 3 copies) MUST BE RECEIVED
 FOR REVIEW AND EVALUATION NO LATER THAN FRIDAY, SEPTEMBER 12, 2025, AT 2:00
 P.M. CST. Proposals received after this deadline will not be accepted. The date and time
 received will be recorded on each proposal. Proposals must be addressed and delivered
 to the address listed within this BID packet.
- Evaluation of Proposal and Notification of Award The Proposal will be reviewed and a selection will be made as described in Section X: Evaluation and Award.
- Services to Commence Immediately upon the execution of the signed contract.

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Milestone	Date
RFQ Issued	August 22, 2025
Deadline to Submit Questions	August 29, 2025
City's Response to Questions Posted	September 2, 2025
RFQ Submission Deadline	September 12, 2025
Evaluation of Submissions	City Discretion
Notification of Selected Firm	City Discretion
Contract Negotiation & Finalization	Immediately following approval
Anticipated Project Start Date	September 24, 2025 (estimate)
Contract results to City	No later than March 1, 2026

The City may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

V. PROPOSAL CONDITIONS

- **A. Contingencies** This Bid document does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so. The City will notify all Proposers, in writing, if all proposals are rejected.
- **B. Modifications** The City reserves the right to issue an addenda or amendments to this proposal.
- **C. Proposal Submission** To be considered, all proposals must be submitted in the manner set forth in this Bid document. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.
- **D.** Incurred Costs This Bid document does not commit the City to pay any costs incurred in the preparation of a proposal in response to this BID DOCUMENT and Proposers agree that all costs incurred in developing a reply to this BID DOCUMENT are the Proposer's responsibility.
- **E. Final Authority** The final authority to award a contract rests solely with the City of Bartlett Finance/Purchasing Department and the Mayor's approval.

VI. GENERAL REQUIREMENTS

A. Background - City of Bartlett has multiple locations, including but not limited to City Hall, City Hall Annex, Fire Department, Police Department/Criminal Justice Center, Public Works, Performing Arts Center, Public Library, Bartlett Parks Department, Bartlett Station

Municipal Center, Singleton Community Center, Senior Citizen Center and Water Treatment Plants. These departments and offices are at various locations throughout the City of Bartlett and are of various sizes and square footages. Each department may have one or more ongoing contracts or agreements

- **B. Project Time Frame** The initial contract term will begin immediately upon execution of the contract. The CONTRACTOR/PROPOSER must be prepared to begin immediately upon receipt of a Notice to Proceed. Results/Recommendations must be made available by March 1, 2026, to allow time for City Administration to act of said results in time for FY27 Budget.
- **C. Reservation of Rights** -The City reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the BID DOCUMENT, or to issue a new BID DOCUMENT.
- **D. Selection Criteria** Each response will be evaluated on the criteria outlined in Section VII of this document. Each proposer should set out in its response to this BID DOCUMENT to clearly identify the qualifications of its company and each individual who will work on this project.

VII. SCOPE OF WORK

The City of Bartlett is seeking to establish an agreement with the best-qualified company to provide Professional Cost Reduction Services. The selected firm shall furnish all labor, materials, tools, equipment, and supervision necessary to perform services across multiple contracts and categories currently utilized by various City departments. Services should be cost-effective, practical, and focused on identifying and implementing measurable savings opportunities.

Each proposer must submit a detailed description of the services to be provided and an estimated completion schedule, with all work concluding no later than March 1, 2026.

A. General Services Required

The selected firm will work in close partnership with the City of Bartlett to identify, validate, and implement cost-saving opportunities across various indirect expense categories. The primary objective is to improve financial efficiency through expert analysis, strategic sourcing, and contract optimization—while ensuring continuity of service and vendor accountability. This RFQ should include no pricing components as selection will align with Professional Services covered in TN annotated code 12-4-107.

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Services may include, but are not limited to:

- Comprehensive review and analysis of current vendor contracts and spend data
- Identification of cost-saving opportunities using industry benchmarking and categoryspecific expertise
- Development of actionable recommendations and sourcing strategies
- Oversight and support during vendor negotiations, contract re-structuring, or rebids
- Implementation assistance with minimal impact to City staff workloads
- Transparent tracking and reporting of actual, verified savings
- Ongoing support to ensure long-term cost containment and compliance

The City is particularly interested in firms that operate on a **performance-based compensation model**, ensuring that fees are directly tied to the results delivered. Preference will be given to those that demonstrate a **vendor-neutral approach**, do not resell products or services, and maintain independence in vendor evaluations and negotiations.

VIII. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

- 1. <u>Control</u>. All services by the CONTRACTOR/PROPOSER will be performed in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City.
- 2. CONTRACTOR/PROPOSER's Personnel. The CONTRACTOR/PROPOSER certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the CONTRACTOR/PROPOSER. The CONTRACTOR/PROPOSER further certifies that all of its employees assigned to serve the City shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR/PROPOSER who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

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- 3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the CONTRACTOR/PROPOSER, or any of the CONTRACTOR/PROPOSER's employees or agents, are the agents, representatives, or employees of the City. CONTRACTOR/PROPOSER will be an independent CONTRACTOR/PROPOSER over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give City the right to direct the CONTRACTOR/PROPOSER as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the CONTRACTOR/PROPOSER is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR/PROPOSER will follow the desires of the City only as to the intended results of the scope of this Contract. (b) It is further expressly agreed and understood by CONTRACTOR/PROPOSER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City; that the CONTRACTOR/PROPOSER has been retained by the City to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the City by the CONTRACTOR/PROPOSER for services performed shall be on the CONTRACTOR/PROPOSER's letterhead.
- 4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the City determines that either the CONTRACTOR/PROPOSER or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting. (b)The City may terminate the Contract upon five (5) days written notice by the City or its authorized agent to the CONTRACTOR/PROPOSER for CONTRACTOR/PROPOSER's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the CONTRACTOR/PROPOSER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the CONTRACTOR/PROPOSER shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. (d) All work accomplished by CONTRACTOR/PROPOSER prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.
- 5. <u>Subcontracting, Assignment or Transfer.</u> Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR/PROPOSER from

performance of its duties under this contract. The City shall not be responsible for the fulfillment of the CONTRACTOR/PROPOSER's obligations to its transferors or sub-CONTRACTOR/PROPOSERs. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

- 6. <u>Conflict of Interest</u>. The CONTRACTOR/PROPOSER covenants that neither the Mayor, nor any Alderman, nor any other City official, nor any other City Board member or employee holds a direct or indirect interest in the Contract. The CONTRACTOR/PROPOSER also covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The CONTRACTOR/PROPOSER warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-CONTRACTOR/PROPOSER to the CONTRACTOR/PROPOSER in connection with any work contemplated or performed relative to this Contract.
- 7. Covenant Against Contingent Fees. The CONTRACTOR/PROPOSER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR/PROPOSER, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR/PROPOSER any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
- 8. <u>Employment of City Workers</u>. The CONTRACTOR/PROPOSER will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the City.
- 9. <u>Arbitration</u>. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR/PROPOSER and the City will be referred to the City Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
- 10. General Compliance with Laws. (a) If required, the CONTRACTOR/PROPOSER shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and

governmental approvals, if any, necessary to the performance of its obligations under this Contract.

- (b) The CONTRACTOR/PROPOSER is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation. (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the CONTRACTOR/PROPOSER agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Bartlett, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Bartlett, Tennessee.
- 11. <u>Nondiscrimination</u>. The CONTRACTOR/PROPOSER hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR/PROPOSER on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The CONTRACTOR/PROPOSER shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
- 12. <u>Entire Agreement</u>. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
- 13. <u>Amendment</u>. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
- 14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

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- 15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
- 16. <u>Matters To Be Disregarded</u>. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
- 17. <u>Subject To Funding</u>. This Contract is subject to annual appropriations of funds by the City. In the event sufficient funds for this Contract are not appropriated by the City of Bartlett for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR/PROPOSER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
- 18. <u>Travel Expenses</u>. All travel expenses payable under this Contract shall be in accordance with the City Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.
- 19. Incorporation of Other Documents. (a) CONTRACTOR/PROPOSER shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the City of Bartlett Request for Proposal Finance/Purchasing Department and incorporated herein by reference. (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
- 20. <u>Waiver of Proprietary Interest</u>. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the CONTRACTOR/PROPOSER, CONTRACTOR/PROPOSER understands and acknowledges that the City of Bartlett is a governmental entity subject to the laws of the State of Tennessee and that any reports,

data or other information supplied to City by CONTRACTOR/PROPOSER due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

- 21. Organization Status and Authority. (a) CONTRACTOR/PROPOSER represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
 - (b) The execution, delivery and performance of this Contract by the CONTRACTOR/PROPOSER has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the CONTRACTOR/PROPOSER, any provision of any indenture, agreement or other instrument to which the CONTRACTOR/PROPOSER is a party, or by which the CONTRACTOR/PROPOSER's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
- 22. <u>Warranty</u>. CONTRACTOR/PROPOSER warrants to the City that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
- 23. Rights in Data. The City of Bartlett shall become the owner, and the CONTRACTOR/PROPOSER shall be required to grant to the City, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the City's name, to use any deliverables provided by the CONTRACTOR/PROPOSER under this Contract, regardless of whether they are proprietary to the CONTRACTOR/PROPOSER or to any third parties.
- B. Indemnification and Insurance Requirements.

1. Responsibilities For Claims and Liabilities.

(a) CONTRACTOR/PROPOSER shall indemnify, defend, save and hold harmless the City, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the

CONTRACTOR/PROPOSER its sub-CONTRACTOR/PROPOSERs, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract. (b) CONTRACTOR/PROPOSER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR/PROPOSER shall in no way limit the responsibility to indemnify, defend, save and hold harmless the City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

- (c) The City has no obligation to provide legal counsel or defense to the CONTRACTOR/PROPOSER or its sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against CONTRACTOR/PROPOSER as a result of or relating to obligations under this Contract.
- (d) Except as expressly provided herein, the City has no obligation for the payment of any judgment or the settlement of any claims against the CONTRACTOR/PROPOSER as a result of or relating to obligations under this Contract.
- (e) CONTRACTOR/PROPOSER shall immediately notify the City, c/o City of Bartlett Finance Department, 6400 Stage Road, Bartlett, TN 38134, of any claim or suit made or filed against the CONTRACTOR/PROPOSER or its sub-Contractors regarding any matter resulting from or relating to CONTRACTOR/PROPOSER's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof.
- (f) The <u>CONTRACTOR/PROPOSER</u> shall immediately notify City of Bartlett, Finance Office, 6400 Stage Road, Bartlett, TN 38134 of cancellation or changes in any of the insurance coverage provided. The insurance company for each coverage shall provide 30 days written notice to the City of Bartlett of cancellation, except for non-payment of premium, which notice is 10 days. Evidence of replacement coverage must be provided by Contractor/Proposer to the City of Bartlett Finance Office, with no lapse in coverage.
- 2. <u>Insurance Requirements</u>. CONTRACTOR/PROPOSER will provide evidence of insurance coverage as required and shall provide and maintain the following coverage through insurers authorized to conduct business in the State of Tennessee with a current A.M. Best's rating of A:VII or higher:

CONTRACTOR/PROPOSER shall maintain coverage with limits no less than:

- Commercial General Liability Limits of no less than \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies, committees or commissions shall be named as additional insureds. The insurance coverage shall include the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground, if applicable
 - c) Products/Completed Operations

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- d) Contractual
- e) Independent Contractors
- f) Broad Form Property Damage, if applicable
- g) Personal Injury
- Business Automobile Liability Insurance Limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- Workers' Compensation and Employers' Liability Insurance with limits of \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by Tennessee statute. Certificate of Insurance shall indicate that these individuals are covered. CONTRACTOR/PROPOSER waives its right of subrogation against City of Bartlett for any and all workers' compensation claims.
- Employee Dishonesty Coverage –Coverage for CONTRACTOR/PROPOSER and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies, committees or commissions – minimum of \$10,000 per occurrence.
- Professional (Errors and Omissions) Liability Limit of no less than \$2,000,000 per occurrence or claim/\$2,000,000 aggregate. Certificate of insurance is to indicate if coverage is claims-made with the retro date prior to Contract based on this RFQ or if written on occurrence basis.
- Cyber Insurance limits of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Contractor/Proposer in this project/agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies, committees or commissions shall be named as additional insureds.

All insurance policies maintained by the Proposer/CONTRACTOR/PROPOSER shall provide that insurance as applying to City of Bartlett shall be primary and non-contributory irrespective of such insurance or self-insurance as City of Bartlett may maintain in its own name and on its own behalf. Any insurance or self-insurance maintained by the City of Bartlett, its elected officials, appointees, employees, members of boards, agencies, committees or commissions shall be excess of Contractor/Proposer's insurance and not contribute with it. If Contractor/Proposer maintains broader coverage and/or higher limits than limits shown above, the City requires and shall be entitled to broader coverage and/or the higher limits maintained by the Contractor/Proposer.

Waiver of subrogation – Contractor/Proposer grants City of Bartlett a waiver of right of subrogation which any insurer of Contractor/Proposer may acquire against the City by virtue of the payment of any loss under such insurance.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the CONTRACTOR/PROPOSER agrees to permit duly authorized agents and employees of the City, to enter CONTRACTOR/PROPOSER's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR/PROPOSER will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IX. PROPOSAL SUBMISSION

A. General

- All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire BID DOCUMENT, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this BID DOCUMENT have been satisfied.
- Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this BID DOCUMENT. Expensive bindings,

colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the BID DOCUMENT instructions, responsiveness to the BID DOCUMENT requirements, and on completeness and clarity of content.

- 3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
- Hard copy proposals (one original and three copies) must be received by no later than 2:00 pm (CST) on September 12, 2025, at City of Bartlett Mayor's Office, 6400 Stage Road, Bartlett, TN 38134.
- 5. Proposer agrees to provide City with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the City to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.
- B. Proposal Presentation
- 1. One (1) original copy (clearly identified as original) and three (3) copies of the proposal are required.
- 2. The package containing the original must be sealed and marked with the Proposer's name and "PROFESSIONAL COST REDUCTION SERVICES, RFQ DOCUMENT #FY2026-08-007" with due date and time indicated.
- 3. Proposals <u>must be in ink</u>. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
- 4. Proposals must be verified before submission as they cannot be corrected after being opened. The City will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the CONTRACTOR/PROPOSER's proposal.
- C. Proposal Format

Response to this RFQ DOCUMENT must be in the form of a proposal package that must be submitted in the following format:

1. Comprehensive Response

- a. Outline of how respondent can <u>meet or exceed</u> the minimum requirements
- b. Detail of how the respondent is qualified to provide the services required
- c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element). Results/Recommendations must be completed by March 1, 2026.

2. Cost and Fees (Elaborate on the performance-based compensation model.)

- a. Provide exact cost estimates proposed in the appropriate spaces as required in the Scope of Work. Explain any assumptions or constraints in a price proposal to perform the services.
- b. There shall be no additional charges or fees in the proposal except as designated on the pricing sheet.

References

- a. Include at least three (3) <u>other</u> clients for whom the Proposer has provided services.
- b. References should list the business name, a contact person with email address phone number.

X. PROPOSAL EVALUATION AND AWARD

A. Evaluation Process

- 1. Initial Review All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFQ DOCUMENT.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFQ DOCUMENT.
 - c. All proposals submitted in response to this RFQ DOCUMENT will be evaluated based on the following criteria:
 - Qualifications of personnel.
 - Ability to present a clear understanding of the nature and scope of the project.
 - Project methodology.
 - Previous experience with similar projects.
 - Cost to the City of Bartlett as outlined in the budget estimate.

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• Time frame for completion.

2. Selection will be based on determination of which proposal best meets the needs of the City of Bartlett and the requirements of this RFQ DOCUMENT and not solely on price.

B. Award of Contract

Proposers are advised that the lowest cost proposal <u>will not</u> necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the City, determined by the overall evaluation and approval by the Mayor and Board of Alderman.

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The City reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

End of RFQ DOCUMENT Requirements

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EXHIBIT A

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes,	
(Printed name of Principal (Officer of Company)
behalf of	,
behalf of(The "Company") ar	nd makes oath that:
	t have a drug and alcohol testing policy at least as
(B) The Company has, in effect, a drug and the City of Bartlett.	d alcohol testing policy at least as stringent as that of
Attached hereto is a summary of the rele testing program or a complete copy there	evant portions of the Company's drug and alcohol of.
	Signature
	Title:
	tow. Dublic this
Sworn to and subscribed before me, a Not	tary Public, thisday of
Notary Public	
My Commission Expires:	

EXHIBIT B

REFERENCES			
Company Name (Proposer/Contractor)			
References for three similar-sized and type of systems:			
1. Company/Reference Name:			
Project Name and Type of Equipment Installed:			
Contact Name:			
Address:			
Phone: Email:			
2. Company/Reference Name:			
Project Name and Type of Equipment Installed:			
Contact Name:			
Address:			
Phone: Email:			
3. Company/Reference Name:			
Project Name and Type of Equipment Installed			
Contact Name:			
Address:			
Phone: Email:			
Note: This Qualifications & References sheet must be returned with the Proposal.			

DUE: September 12, 2025

required statement.

EXHIBIT C

PUBLIC ACTS 109 FORM PUBLIC ACTS 2017, CHAPTER 817

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

Full text of Public Acts of 2017, Chapter 817 can be found on the Tennessee Secretary of State's website:

https://tnsos.org/acts/PublicActs.109.php

Company Name (Proposer/Contractor)				
	Print Name			
	Signed			
	Title			
Subscribed and sworn before me this	day of, 20			
Signed Print N	Name			
Title				
My commission expires:	, 20			

NOTE: RFQs cannot be considered nor awards made to anyone without the above