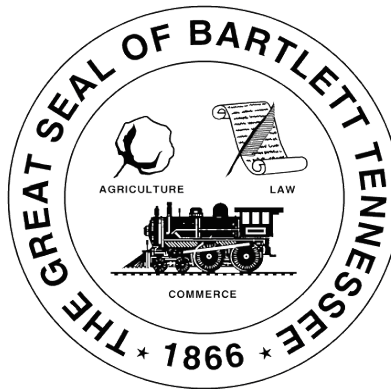


CITY OF BARTLETT

***MAYOR'S OFFICE
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134***

David Parsons, Mayor
Steve Sones, Chief Administrative Officer



REQUEST FOR SEALED PROPOSALS

RFP # FY2026-10-012

DUE: Friday, December 5, 2025, no later than 2:00 p.m. (CST)

PROFESSIONAL GOLF MANAGEMENT SERVICES

The City of Bartlett is soliciting written proposals, on a competitive basis, from qualified companies or professionals to provide Professional Golf Management Services.

I. PURPOSE

The City of Bartlett, Tennessee, seeks proposals from qualified Firms or Companies (Proposers) to secure professional services from a qualified golf course management firm to manage, operate, and maintain Quail Ridge Golf Course.

II. PROJECT SCOPE

A. BACKGROUND:

Quail Ridge Golf Course opened in 1994 as an 18-hole, semi-private facility designed by David Pfaff (a former Pete Dye associate).

It featured rolling hills, wooded fairways, seven lakes, and a creek, which is unique terrain for the otherwise flat Memphis metro; measured about 6,600 yards; was a par 70/71 with a slope rating around 128. The course is spread out over three (3) parcels totaling +/- 145 acres. The property is equipped with a clubhouse (6,760 sf), golf cart storage (7,200 sf), two maintenance facilities (7,080 and 3,540 sf), and an Irrigation Pump House (352 sf), along with cart paths and bridges throughout the course. At one point, the course hosted annual tournaments and events, with approximately 45,000 rounds of play annually. The course was operated for over 30 years and closed permanently on November 2, 2024. At that time, the course was hosting an estimated 22,000 rounds per year.

Watermark Golf has completed a comprehensive Golf Course Assessment Report, which is available upon request. A site tour will be held, by appointment, from November 10th through 14th. In addition, a Golf Map Market Analysis Report is also available by request, which estimates a return to nearly 30,000 course rounds annually based on a 10-mile radius study of active participants.

B. SCOPE OF WORK

The City is seeking a Proposer to manage the golf course and golf-related facilities, as well as food and beverage services, who will provide the highest quality golf programs to the public. The quality of service and performance that can be expected of the prospective Proposer will be the key criterion in the selection of the Proposer. The selected Proposer will be expected to maximize the public use of the course without compromising the quality of service or maintenance. The Proposer will be expected to operate the facility, including capital improvements, with zero cost to the City. The contract term for this proposal is to be a minimum of five years with options to extend.

The golf course Proposer will be responsible for providing the following services at Quail Ridge Golf Course facilities:

1. The selected Proposer will be responsible for managing all aspects of golf course operations, including, but not limited to, pro shop management, tee time coordination, starter and marshal services, food and beverage operations, tournament planning, instructional programs, special events, and maintaining landscape and hardscape.

2. Implementing all identified Capital Improvement Projects, including additional investments, with zero cost to the City.
3. A full-time staff member who is certified by the Golf Course Superintendents Association of America (GCSAA) or an equivalent professional organization.
4. Must employ a full-time pesticide applicator who holds a valid certification from the State of Tennessee, in compliance with all applicable laws and regulations governing the preparation, storage, and application of pesticides at golf course facilities.
5. Utilizing appropriate equipment to maintain all turf and landscape areas.
6. Provide snack/food and beverage concessionaire services to players and ensure that all applicable county and/or state licenses are obtained prior to operation in accordance with Tennessee law.
7. Obtain and maintain a City of Bartlett and Shelby County business license.
8. If desired, obtain an on-site beer and/or liquor license and maintain all rules and regulations associated with this licensure.
9. Purchasing of merchandise for the pro shop, and maintenance and replacement (as necessary) of furnishings, equipment, and fixtures for all buildings.
10. Provide golf carts as well as pull carts for public rental.
11. Maintaining and developing golf instruction programs as well as other efforts to attract new golfers of all ages.
12. Maintaining a positive working relationship with community groups, such as Bartlett City Schools, the City of Bartlett Parks and Recreation Board, and the Bartlett Area Chamber of Commerce.
13. Educational and Community Engagement Coordination: The selected Proposer shall coordinate with Bartlett City Schools to facilitate opportunities for student engagement in golf-related activities at Quail Ridge Golf Course. The Proposer shall work collaboratively with school representatives to develop a mutually beneficial schedule and program structure that aligns with the City's and Bartlett City Schools' goals for youth development, community engagement, and educational enrichment.
14. Maintaining and establishing leagues, tournaments, in-house golf clubs, golf course policy manuals, and a junior golf program as needed.
15. Collecting and paying all fees and taxes.

16. Maintaining records and finances in a manner that will allow the City to audit accounting procedures, internal controls, records, supporting documents, and any additional documents/practices throughout the duration of this agreement.

17. Effectively and aggressively marketing the course.

18. Financial Responsibility and Cost Assumption:

- a. The selected Proposer shall be solely responsible for all costs associated with the operation, maintenance, and management of Quail Ridge Golf Course throughout the duration of the agreement. This includes, but is not limited to:
 - i. Payment of all employee wages, salaries, and legally required benefits.
 - ii. All operational and administrative costs.
 - iii. All recurring and non-recurring maintenance expenses.
 - iv. All capital improvement costs as defined in the final agreement.
 - v. All utilities, insurance, licensing, and applicable taxes.
 - vi. Any other costs customarily associated with professional golf course management.
- b. Under no circumstances shall the City of Bartlett incur any financial obligation or liability related to the operation of the facility during the term of the agreement. The Proposer shall maintain sufficient financial and operational capacity to fulfill all contractual obligations without reliance on City funds or subsidies. This requirement shall be incorporated into the final contract and shall be enforceable throughout the term of the agreement.

C. INFRASTRUCTURE COMPLETION REQUIREMENT

The selected Proposer shall be contractually obligated to complete all infrastructure improvements mutually agreed upon between the City of Bartlett and the Proposer. These improvements shall be defined in detail within the final negotiated contract following the selection process. The Proposer shall be solely responsible for the timely execution and funding of these improvements, with no cost incurred by the City. Failure to complete the agreed-upon infrastructure improvements may constitute a breach of contract and be subject to termination or other remedies as outlined in the final agreement.

D. LEASE-PURCHASE OPTION

To support the successful launch of operations, the City may waive lease payments for a period to be mutually agreed upon in writing by the City and the selected Proposer, allowing the selected Proposer to recover initial startup costs. If the City exercises its discretion to waive lease payments, the specific terms and duration of this waiver will be finalized during contract negotiations.

Upon successful completion of three (3) consecutive years of operations under the initial contract, the Proposer shall have the option to enter a lease-purchase arrangement with the City of Bartlett for the Quail Ridge Golf Course property. The purchase price will be set at three million dollars (\$3,000,000), plus interest, with terms to be negotiated and memorialized in a separate lease-purchase agreement.

Documented infrastructure improvement expenses incurred by the Proposer during the initial contract period, subject to definition and approval in the final agreement, may be credited toward the purchase price. This lease-purchase option is contingent upon satisfactory performance, full compliance with contractual obligations, and mutual agreement between the City and the Proposer.

III. PROPOSAL SCHEDULE

ALL PROPOSALS/BIDS (one original and three copies) MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN FRIDAY, DECEMBER 5, 2025, AT 2:00 pm CST. Facsimiles or e-mailed proposals will not be accepted, as 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 date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this BID packet.

Request for Proposal Issued	October 31, 2025
Course Reviews (By Appointment)	November 10 – 14, 2025
Deadline for Written Questions	November 21, 2025, at 5:00 pm (CST)
Responses to Questions (Will be added as an attachment to the bid documents at www.cityofbartlett.org/bids)	November 26, 2025, by 5:00 pm (CST)
Proposal Due	December 5, 2025, at 2:00 pm (CST)
Evaluation of Proposals by City Staff	December 8 – 12, 2025
Board of Mayor and Aldermen Contract Presentation	TBD

IV. COURSE REVIEWS

Course reviews will be held, by appointment, from Monday, November 10, through Friday, November 14, 2025. These tours can be arranged by calling Bartlett City Hall at (901) 385-6400 or email junderwood@cityofbartlett.org.

V. CONTACT & QUESTIONS

All questions about the Proposal, Contract Documents, including specifications, must be submitted in writing. Replies will be issued by addenda on the City's website. Only questions answered by formal written addenda will be binding. Written questions should be submitted to Steve Sones at ssones@cityofbartlett.org. The deadline for questions is **Friday, November 21, 2025, at 5:00 p.m.**

VI. PROPOSAL SUBMITTAL & REQUIREMENTS

All proposals submitted in response to this Request for Proposal (RFP) must include a detailed and itemized cost breakdown reflecting the full scope of services required to operate and maintain a fully functional municipal golf course, as outlined in Section II: Scope of Work. These materials will be used to evaluate the Proposer's qualifications, financial capacity, operational readiness, and alignment with the goals of the City of Bartlett:

A. Company Overview: A brief history of the company, including its mission, ownership structure, and relevant background that demonstrates alignment with the goals and requirements outlined in this RFP. The overview should highlight the company's capacity to manage municipal golf operations and its commitment to service excellence.

B. Qualifications and Experience: A detailed summary of the company's experience in golf course management, including the qualifications of key personnel who will be assigned to this project. Proposals should include examples of similar projects completed within the last five years, with emphasis on operational success, community engagement, and financial performance.

C. Operation and Management Plan: A clear and organized plan outlining the company's approach to delivering the scope of services described in this RFP. The plan should also address strategies for customer service, course maintenance, programming, staffing models, revenue generation, and operational capabilities, including but not limited to the following:

1. **Five-Year Profit and Loss Projection:** A detailed financial forecast outlining anticipated revenues, expenditures, and net operating results for the first five years of operation. This projection will be used to evaluate the Proposer's financial planning and to establish performance benchmarks for the awarded Proposer.

- a. **Special Note:** During the initial term of the agreement and any subsequent renewal periods, any proposed adjustments to public fees or rates, outside of these projections, shall be subject to review and recommendation by a designated board or commission, serving in an advisory and oversight capacity. Final approval of such adjustments shall rest with the Mayor's Office. This requirement shall remain in effect unless and until the Proposer exercises a lease-to-purchase option and successfully completes the acquisition of the property under the terms of a duly executed agreement, at which point this oversight provision shall be dissolved.

2. **Maintenance and Facility Improvement Plan – Years 1–3:** A comprehensive plan detailing the Proposer's approach to maintaining and improving the golf course and associated facilities during the first three years of operation. This plan should include both recurring maintenance activities and capital improvements necessary to restore and enhance the property.
3. **Planned Facility and Course Repairs – Year 1:** A specific and itemized list of all facility and course repairs the Proposer intends to complete during the first year of operation. This list should reflect the immediate priorities identified in the Golf Course Assessment Report and align with the infrastructure obligations outlined in the Scope of Work.

D. Professional Resume and References: A business or personal resume outlining the Proposer's relevant experience in golf course management, restoration, or related ventures. This should include a list of references, current and former employers, and examples of similar projects completed. References may be contacted for verification.

E. Public Opening Timeline: A detailed timeline indicating the anticipated date for reopening the golf course to the public, including key milestones such as infrastructure completion, staffing, and marketing rollout.

F. Financial Commitment Letter: A formal letter of financial commitment must be submitted, issued and signed by a duly authorized officer of a recognized financial institution (e.g., commercial bank, credit union, or lending entity). This letter should confirm that the Proposer either has sufficient financial resources available or is actively working with a financial institution to secure funding necessary to support initial start-up operations, including pre-opening expenses and all agreed-upon infrastructure improvements as defined in the final agreement.

While the City does not require proof of funds to cover all operating and maintenance costs for the full contract term, the Proposer must demonstrate adequate liquidity or access to working capital sufficient to maintain cash flow through the initial launch period and to reasonably sustain operations during seasonal fluctuations. Acceptable documentation may include commitment letters, verified account statements, escrow confirmations, or other financial instruments evidencing capacity to meet these obligations.

Given the limited response window, the City will accept letters that reflect pending approval or conditional financing arrangements at the time of proposal submission. However, a finalized financial commitment letter confirming secured funding must be received no later than the date of award.

G. Additional Considerations: Proposers may include any other relevant materials or considerations that support their qualifications or enhance the proposed operation of Quail Ridge Golf Course. This may include community engagement strategies,

educational partnerships, sustainability initiatives, or other innovative approaches. Inclusion of this section is optional but encouraged.

VII. EVALUATION & SELECTION

A. Evaluation Criteria: Proposals will be evaluated by the City of Bartlett's Evaluation Committee based on the following weighted criteria:

1. Operation and Management Plan (40 points):
 - a. The extent to which the proposed service meets the operational and maintenance requirements outlined in this RFP.
 - b. Demonstrated ability to successfully operate, manage, and maintain Quail Ridge Golf Course as a self-sustaining enterprise at no cost to the City.
2. Company and Staff Qualifications (20 points):
 - a. Experience of the proposing firm and key personnel in providing similar golf course management services.
 - b. Demonstrated qualifications and certifications relevant to golf operations, turf management, or hospitality management.
3. Financial Stability (15 points):
 - a. Evidence of financial capacity to perform the required services, including proof of funds to cover infrastructure improvements prior to operation.
4. References and Past Performance (15 points):
 - a. Documented history of successful performance on similar contracts or comparable projects.
 - b. Client references that attest to the firm's reliability, communication, and operational success.
5. Project Approach and Timeline (10 points):
 - a. Clarity, feasibility, and practicality of the proposed implementation plan, including startup and infrastructure rehabilitation phases.
 - b. Proposed reopening timeline consistent with the City's target of late summer 2026.

- B. Evaluation of Proposals by the City:** The City reserves the right to request additional information or clarification from any proposer during the evaluation process. Interviews may be conducted with one or more firms if deemed necessary to clarify details or confirm the proposer's qualifications, methodology, or financial capability. Final selection will be based on the proposal's overall quality, responsiveness, and alignment with the City's goals for the Quail Ridge Golf Course redevelopment.
- C. Proposal Rejection and Disqualification:** The City reserves the right to reject any or all proposals, waive irregularities, or terminate the selection process at any time. Proposals may be rejected or disqualified for, but not limited to, the following reasons:
1. Incomplete or non-compliant submissions.
 2. Evidence of collusion, fraud, or misrepresentation.
 3. Default or termination on prior contracts.
 4. Demonstrated lack of ability to operate as proposed.
 5. Omission of required documentation or false statements.
 6. Failure to submit required proposal surety or performance assurances.

The City reserves sole discretion in determining which proposal best serves the public interest and advances the long-term success of Quail Ridge Golf Course.

- D. Proposer Responsibility:** Should a prospective Proposer find a discrepancy, or discrepancies in, or omissions from, the Instructions to Proposers, or should a Proposer be in doubt as to their meaning, Proposer shall at once notify in writing the City, which will then develop any necessary clarifications or addenda. Therefore, the City will not be responsible for any oral instructions or interpretations given by or to anyone whomsoever that is not confirmed in writing.
- E. Award:** The City reserves the right to accept or reject any or all proposals or parts of proposals and to waive any formalities and technicalities, and to accept the proposal(s) most advantageous to the City.

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. Control. All services by the Contractor 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's Personnel. The Contractor 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. The Contractor 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 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.

3. Independent Status.

- a. Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, is the agent, representative, or employee of the City. The Contractor will be an independent Contractor 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 as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulation and means that the Contractor 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 that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City; that the Contractor 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 for services performed shall be on the Contractor'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 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 for Contractor'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 shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date;

however, the Contractor 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 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. Subcontracting, Assignment or Transfer. 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 from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-Contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict of Interest. The Contractor 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 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 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 to the Contractor in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, 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 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. Employment of City Workers. The Contractor 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. Dispute Resolution. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor 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 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 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 shall be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to this contract, the performance of this contract, the construction and interpretation of this contract, the breach of this contract, or the enforcement of this contract shall be instituted and litigated in a court of competent subject matter jurisdiction located in Shelby County, Tennessee, and in no other. In accordance herewith, Contractor expressly, knowingly, and intentionally waives any objection to venue or personal jurisdiction of any court of competent subject matter jurisdiction located in Shelby County, Tennessee.
11. Nondiscrimination. The Contractor 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 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 shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
12. Entire Agreement. 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. Amendment. 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.

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. Matters To Be Disregarded. 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. Subject To Funding. 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 shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. 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 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. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the Contractor, Contractor 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 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 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 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, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor'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. Warranty. Contractor 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 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 under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.
- A. Indemnification and Insurance Requirements.
 - 1. Responsibilities For Claims and Liabilities.

- a. Contractor shall indemnify, defend, save and hold harmless the City, and its elected officials, appointees, officers, employees, agents, volunteers and members of boards and committees, assigns, and instrumentalities from and against any and all claims, liability, losses or damages arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occurs in connection with or in breach of this Contract or in the performance of the duties hereunder—including, but not limited to, Title VII and 42 USC 1983 prohibited acts—whether performed by the Contractor, its sub-Contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor 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, its sub-Contractors, agents, employees or assigns in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor, its sub-Contractors, agents, employees or assigns 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, its sub-Contractors, agents, employees or assigns as a result of or relating to obligations under this Contract.
- e. Contractor 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, its sub-Contractors, agents, employees or assigns regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof.
- f. Contractor 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. Evidence of replacement coverage must be provided to the Finance Office, with no lapse in coverage.
- g. The City of Bartlett is prohibited by law from indemnifying Contractor and/or any other third parties.

2. Insurance Requirements. Contractor will provide evidence of insurance coverage as required for and shall provide and maintain the following:
 - a. Contractor shall maintain coverage with limits no less than: Commercial General Liability and Professional Liability Insurance – \$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 or commissions shall be named as additional insured. The insurance coverage shall include the following:
 1. Premises/Operations
 2. Explosion, Collapse, & Underground, if applicable
 3. Products/Completed Operations
 4. Contractual Liability
 5. Independent Contractors
 6. Broad Form Property Damage
 7. Personal Injury
 8. Jobsite Pollution Coverage
 9. Sexual Abuse and Molestation
 10. Liquor Liability – for sale or distribution
 - b. Business Automobile Liability Insurance: Limit of no less than \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
 1. Owned/Leased Autos
 2. Non-owned Autos
 3. Hired Autos
- B. Workers Compensation and Employers' Liability Insurance: Workers' compensation coverage limits shall comply with the Tennessee Workers' Compensation Law, and employer's liability coverage must have limits of no less than \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certificate of Insurance shall indicate that these individuals are covered. Contractor waives its right of subrogation against City of Bartlett for any and all workers' compensation claims.
- C. Employee Dishonesty Coverage: Coverage for contractor and its employees for dishonest acts against the Contractor and/or City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum limit of cover \$10,000 per occurrence.

- D. Contractor agrees to maintain Commercial Property Insurance on an all risk/special causes of loss form on the Quail Ridge Golf Course facilities, for its replacement cost value, naming the City of Bartlett as loss payee. Coverage is to include, but not limited to, equipment breakdown coverage, sprinklers and irrigation systems and pumps and related equipment, fencing, trees, shrubbery and landscaping, mobile equipment, carts and related equipment, bridges and path lighting, pollutant clean-up and removal, and any improvements and/or betterments made by contractor. Coverage is to include loss of income due to a covered event. The maximum deductible per loss shall be no less than \$5,000.
- E. All insurance policies maintained by the Contractor 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. The Contractor agrees a waiver of subrogation is applicable to the liability and workers' compensation coverages. If Contractor should have limits in excess of those listed above, the higher limits will apply to the additional insureds. City of Bartlett will be provided a Thirty Day Notice of Cancellation or changes in any coverage required, except 10 days notice is applicable in event of non-payment of premium. All insurance companies shall be rated A- or better by A.M. Best.
- F. Cyber liability will be provided in a limit of no less than \$2,000,000 per occurrence.
- G. Excess liability or umbrella liability coverage will be maintained in a limit of no less than \$2,000,000.
- H. Right to Monitor and Audit
 - 1. Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the City, to enter Contractor'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 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.

End of PROPOSAL DOCUMENT Requirements

EXHIBIT A

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND
AFFIDAVIT**

Comes, _____ for and on
(Printed name of Principal Officer of Company)

behalf of _____,
(The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

Signature

Title:

Sworn to and subscribed before me, a Notary Public, this _____ day of
_____, 20____.

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.

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 Name_____

Title _____

My commission expires: _____, 20_____.

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.