



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, SEPTEMBER 28, 2021 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Michael Gill, New Hope Christian Church

FUTURE MEETINGS

Family Assistance Commission, October 4 at 6 p.m.

Planning Commission, October 4 at 7 p.m.

Bartlett Station Commission, October 6 at 7:30 a.m.

City Beautiful Commission, October 7 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the September 14, 2021 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 21-03, an ordinance to amend the Zoning Ordinance, Article VI, Section 9, Parking, Storage or Use of Major Recreational Equipment. (Mark Brown, Chief Administrative Officer).** The public hearing is set for October 12, 2021.

CONSENT AGENDA

- I **Special event permit for Memphis Classic Chevy Club Fall Car Show. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 23 from 8 a.m. to 3 p.m. at W.J. Freeman Park.

2 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

Four items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com

3 Proposal for Ambulance Billing Service. (Terry Wiggins, Fire Chief)

Recommend accepting the proposal from Digitech EMS Billing Services. Funds are available in Account 110.42300.176.

NEW BUSINESS

1 Bid for Appling Road Improvements Phase 2. (John Horne, Assistant Director of Engineering)

Recommend accepting the lowest bid from Ferrell Paving, Inc. in the amount of \$742,272.61 plus a contingency amount of \$74,000.00 for a total cost of \$816,272.61. The project is to widen and improve Appling Road from the north side of Faith Cumberland Presbyterian Church to Southern Way. Funds are available in Account 311.48311.780.4571.

2 Resolution 24-21, a resolution in opposition to the consideration of the consolidation of governmental services in Shelby County and the formation of a metropolitan government. (Mark Brown, Chief Administrative Officer)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 14, 2021 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Absent, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Board of Zoning Appeals, September 16 at 6:30 p.m.

Historic Preservation Commission, September 20 at 7 p.m.

Bartlett Arts Council, September 21 at 6 p.m.

BPACC Advisory Board, September 21 at 6 p.m.

Design Review Commission, September 21 at 6:30 p.m.

RECOGNITIONS

*****OFFICIAL BUSINESS OF THE DAY*****

Minutes Acceptance: Minutes of Sep 14, 2021 6:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the August 24, 2021 Board of Mayor and Aldermen Regular Meeting**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	McDonald, Pleasant, Parsons, Simmons, Young, Quinn

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Quinn

- 1 Special event permit for The Legend of Stanky Creek Bike Race. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 2 from 9 a.m. to 6 p.m. at Nesbit Park.
- 2 Bid for automated load refuse collection truck. (Matt Crenshaw, Assistant Director of Public Works)**
Recommend accepting the lowest qualified bid from Samson Equipment at a total cost of \$264,824.00. Funds are available in Account 122.48122.935.
- 3 Bid for Ford F150 Super crew cab pickup truck 5.5' bed. (Matt Crenshaw, Assistant Director of Public Works)**
Recommend accepting the lowest bid from Lonnie Cobb Ford at a total cost of \$34,466.00. Funds are available in Account 122.48122.935.
- 4 Bid for Ford F150 Super Cab 4x2 pickup truck 6.5' bed. (Matt Crenshaw, Assistant Director of Public Works)**
Recommend accepting the lowest bid from Auto Nation at a total cost of \$27,783.76. Funds are available in Account 122.48122.935.
- 5 Bid for trash hauler with knuckle boom. (Matt Crenshaw, Assistant Director of Public Works)**
Recommend accepting the lowest qualified bid from Rivercity Hydraulics (Alternate bid #1) at a total cost of \$155,303.00. Funds are available in Account 122.48122.939.
- 6 Bid for walking floor transport trailer. (Matt Crenshaw, Assistant Director of Public Works)**
Recommend accepting the lowest bid from Spector MFG at a total cost of \$88,227.00. Funds are available in Account 122.48122.939.

Minutes Acceptance: Minutes of Sep 14, 2021 6:00 PM (MINUTES ACCEPTANCE)

- 7 **Commercial subdivision contract for Memphis Record Press. (John Horne, Assistant Director of Engineering)**
The developer, Memphis Record Pressing, LLC will pay \$46,331.51 in City fees. The bond is set at \$124,696.90.
- 8 **Bids for water treatment plant chemicals for Fiscal Year 2022. (John Horne, Assistant Director of Engineering)**
The City's Water Plants require the following chemicals to achieve excellent treatment: Chlorine is used for water disinfection, Sodium Hexametaphosphate is used as a corrosion inhibitor to protect our water pipes, and Sodium Fluorosilicate (Fluoride) is used to help fight tooth decay.
Brenntag was the Low Bidder for Chlorine (\$0.82/lb)
Chemrite was the Low Bidder for Sodium Fluorosilicate (\$1.56/lb)
Ideal was the Low Bidder for Sodium Hexametaphosphate (\$1.08/lb)
Funds are available in Account 510.51200.343.
- 9 **Bid for Wastewater Treatment Plant sludge disposal. (John Horne, Assistant Director of Engineering)**
Recommend accepting the sole bid from Republic Services in the amount of \$24.72 per ton of sludge disposed. Funds are available in Account 510.51200.343.

NEW BUSINESS

- 1 **Reappoint Camryn Pitts to Bartlett Arts Council. (A. Keith McDonald, Mayor)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Quinn

- 2 **Appoint John Conroy to Board of Zoning Appeals. (A. Keith McDonald, Mayor)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Quinn

3 Appoint Herman Johnson and Jessica Maupin to Parks and Recreation Advisory Board. (A. Keith McDonald, Mayor)

RESULT: APPROVED [UNANIMOUS]
MOVER: Jack Young, Vice Mayor
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Parsons, Simmons, Young, Quinn

4 First Reading of Ordinance 21-03, an ordinance to amend the Zoning Ordinance, Article VI, Section 9, Parking, Storage or Use of Major Recreational Equipment. (Mark Brown, Chief Administrative Officer)

The public hearing was set for October 12, 2021. Chief Administrative Officer Mark Brown explained that this ordinance would allow for temporary living in a residential recreational vehicle in the event of an uninhabitable emergency of the main residence caused by flood, wind, or fire.

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 9/28/2021 6:00 PM
MOVER: David Parsons, Alderman
SECONDER: Bobby Simmons, Alderman
AYES: Pleasant, Parsons, Simmons, Young, Quinn

OPEN DISCUSSION

ADJOURNMENT

Meeting adjourned at 6:15 PM

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Sep 14, 2021 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3020)

Meeting: 09/28/21 06:00 PM
Department: Administration
Category: Amendment
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 3020

Ordinance 21-03, an ordinance to amend the Zoning Ordinance, Article VI, Section 9, Parking, Storage or Use of Major Recreational Equipment.

WHEREAS, the City of Bartlett recognizes the need for short-term accommodations for emergency circumstances in the case of uninhabitable residential dwellings damaged by flood, wind, or fire; and

WHEREAS, the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desires to amend Zoning Ordinance, Article VI, Section 9, Parking, Storage or Use of Major Recreational Equipment, to permit such accommodations.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, THAT:

Section I. Ordinance amended.

Article VI, Section 9, Parking, Storage or Use of Major Recreational Equipment, is hereby amended as follows:

Section 9 - Parking, Storage, or Use of Major Recreational Equipment For purposes of these regulations, major recreational equipment is defined as including boats and boat trailers, travel trailers, pick-up camper or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers, and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not. No major recreational equipment shall be parked or stored on any lot in a residential district except in a carport or enclosed building or behind the building line. However, such equipment may be parked anywhere on residential premises for a period not to exceed twenty-four (24) hours during loading or unloading. No such equipment shall be used for living, sleeping, or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use.

Exceptions for short-term living or sleeping in recreational vehicle on a residential lot:

1. Short-term accommodation for emergency circumstances in the case of uninhabitable residential dwelling damage due to flood, wind, or fire.
2. Such short-term residential recreational vehicles and their occupants must submit a written request to include the specific reasons for the need for short-term living and the time frame for the request. Requests must be approved by the Director of Code Enforcement and shall be valid for up to six months, but may be renewed for not more than one additional six-month period.
3. All short-term residential recreational vehicles must be legally registered and tagged.
4. Short-term residential recreational vehicles may only be parked in a carport or

- enclosed building or behind the building line and have the ability to discharge sanitary waste to the sanitary sewer.
5. Such recreational vehicles must be structurally sound and protect its occupants against the elements. The recreational vehicle must be maintained in good aesthetic appearance and function and be kept road-worthy. No structures such as porches, storage space, additional rooms, permanent stairs or the like, may be attached to recreational vehicles.
 6. Construction repairs to the residential dwelling must start within (60) days of the short-term residential recreational vehicle approval. Only one short-term recreational vehicle shall be permitted on any parcel of land during the repair of the permanent dwelling.

Section 2. Severability. Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: September 14, 2021

Second Reading: September 28, 2021

Third Reading: October 12, 2021

W.C. Pleasant, Register to the
Board of Mayor and Alderman

A. Keith McDonald
Mayor

Attest: _____
Penny Medlock, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 09/28/21 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Memphis Classic Chevy Club Fall Car Show.



**APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425**

2629 Bartlett Blvd 38134
Address Zip Code

23 October 2021 8AM - 3 PM
Dates of the Event Hours of the Event

MCCC Fall Car Show
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett (W. J. Freeman Park) Pavilion / Restroom
Property Owner

Gala "Cookie" Bonner 2723 Altruria Rd, 38134
Special Event Permit Applicant Address of Applicant

(901) 619-6983
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

- ☐ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
- ☒ Letter of Permission
- ☒ Insurance
- ☐ Tents (Fire Retardant letter included)
- ☒ Special Event Checklist
- ☐ Map
- ☒ Sign or Banner

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee

\$ 2% Credit Card Fee

\$ ~~0~~ Total Permit Fee

Gala Bonner
Responsible Person

9-16-21
Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Special Event Checklist

Event: Memphis Classic Chevy Club (MCCC) Fall Car Show
 Location: W. J. Freeman Park
 Dates: 23 October 2021
 Type of special event: (Check one.)

- | | |
|---|---|
| <p>☐ <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p>☐ <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p>☐ <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p>☒ <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.</p> |
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Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

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|---|--|
| <p>☐ <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p>☐ <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p>☐ <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p>☐ <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section I of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|---|--|

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1	✓			Location. Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2			✓	For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			✓	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		✓		Land-use compatibility. The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		✓		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6			✓	The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7			✓	Compliance with other regulations. All structures shall meet all applicable provisions of the Building Code.	
8			✓	Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		✓		<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	8 AM - 3 PM
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10		✓		In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11		✓		<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			✓	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13		✓		<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			✓	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15			✓	<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16			✓	<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		✓		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		✓		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19	✓			<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20			✓	<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21	✓			<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22	✓		Limitations on signs.	
23	✓		Temporary arrangements for parking and traffic circulation.	
24		✓	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		✓	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		✓	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27		✓	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28	✓		Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least **ten (10) days** prior to the requested start date of any special event.

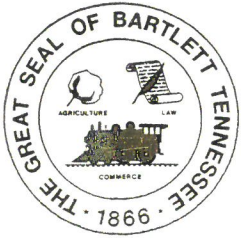
The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31	✓			Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	✓			Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	
34	✓			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35	✓			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36	✓			Location and number of proposed temporary public toilets.	
37			✓	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38			✓	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39			A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40			The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41			An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42			The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43			b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44			c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45			d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, CPRP, Parks Director

September 15, 2021

City of Bartlett
Code Enforcement
6462 Stage Road
Bartlett, TN 38134

The Memphis Chevy Classic Club has requested the use of W. J. Freeman Park's A. Keith McDonald Pavilion parking area for their Car Show. This event will be held from 8:00am until 3:00pm, Saturday, October 23, 2021.

Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Parks and Recreation Department Director
City of Bartlett

cc:
Cookie Bonner, Memphis Chevy Classic Club

Attachment: 2629 BARTLETT BLVD-MCCC FALL CAR SHOW-2021 (3034 : MCCC Fall Car Show)

Pavilion







CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagerty Insurance Agency, LLC 121 Drivers Edge Traverse City MI 49684-1303	CONTACT NAME: PHONE (A/C, No, Ext): (888) 216-2420 FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company	38970	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Memphis Classic Chevy Club 6088 Yorkhill Drive Bartlett TN 38135															

COVERAGES
CERTIFICATE NUMBER: Cert ID 12188

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	CVG9915-01	09/08/2021	09/08/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
						\$
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence and subject to the provisions and limitations of form CG20120413 - Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations with regards to the event to be held at W.J. Freeman Park on October 23, 2021.

CERTIFICATE HOLDER
CANCELLATION

City of Bartlett 6400 State Road Bartlett TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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POLICY NUMBER: CVG9915-01

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

All States or Political Subdivisions-Issuing such permits to the Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: 2629 BARTLETT BLVD-MCCC FALL CAR SHOW-2021 (3034 : MCCC Fall Car Show)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 09/28/21 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Solid Waste	2007	GMC C7500	White	1GDK7C1327F403494
Police	2004	Infiniti G35	Black	JNKC51E54M602606
Police	2009	Nissan Altima	Blue	1N4AL21E09N481181
Police	2008	Nissan Altima	White	1N4AL21E28N560978

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 09/28/21 06:00 PM

Department: Fire

Category: Proposal

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Proposal for Ambulance Billing Service.

On August 20, 2021 an advertisement for an RFP was placed in *The Daily News* to request proposals for Ambulance Billing Services for the City of Bartlett Ambulance Service. On September 10, 2021, the City received four proposals for this service. After a review and rating of each proposal using over 70 minimum requirements and required service factors, the results are shown in the table below:

Proposals were received from the following companies:

Company	Composite Score (out of 100)
Liferequest	91.50
Ambulance Medical Billing (AMB)	93.00
Medical Billing and Telehealth	25.50
Digitech	97.75

We recommend the ambulance billing service be awarded to Digitech with a composite score of 97.75 and cost factor of 5.50% of net billings. This award will be effective January 1, 2022.

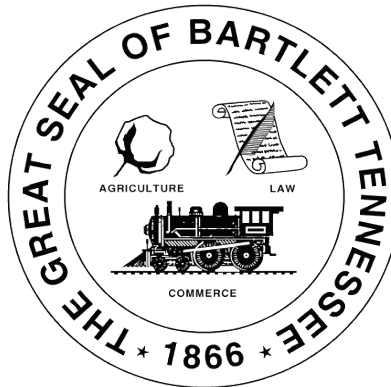
Funds are available in Account 110.42300.176.

Thank you for your consideration.

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Terry Wiggins, Fire Department Chief**



REQUEST FOR PROPOSAL

RFP # FY2022-07-001

DUE: Friday September 10, 2021, no later than 4:00 p.m. (CST)

AMBULANCE BILLING (FIRE DEPARTMENT)

The City of Bartlett is soliciting written proposals, on a competitive basis from qualified companies or professionals to provide Ambulance Billing, Bartlett Fire Department as per the Request for Proposal specifications.

Attachment: RFP FY2022-08-001 AMBULANCE BILLING bid (3033 : Ambulance Billing Service)

TABLE OF CONTENTS

I.	INTRODUCTION	3
II.	MINIMUM PROPOSER REQUIREMENT	3
III.	CORRESPONDENCE.....	4
IV.	PROPOSAL SCHEDULE	4
V.	PROPOSAL CONDITIONS.....	5
VI.	GENERAL REQUIREMENTS	5
VII.	SCOPE OF WORK.....	6
A.	General Services Required	7
B.	Detailed Requirements	Error! Bookmark not defined.
VIII.	CONTRACT REQUIREMENTS	11
A.	General Requirements	11
B.	Indemnification and Insurance Requirements.....	16
C.	Right to Monitor and Audit.....	17
IX.	PROPOSAL SUBMISSION.....	18
A.	General	18
B.	Proposal Presentation.....	18
C.	Proposal Format.....	19
X.	PROPOSAL EVALUATION AND AWARD	20
A.	Evaluation Process.....	20
B.	Award of Contract.....	20
	EXHIBIT A.....	21
	EXHIBIT B.....	22
	EXHIBIT C.....	23

AMBULANCE BILLING
RFP FY2022-07-001
DUE: September 10, 2021

I. INTRODUCTION

The City of Bartlett (the “City”) is seeking proposals from interested and qualified firms to provide Ambulance Billing for Fire Department as described in this RFP as the “Services.” This Request for Proposal (“RFP”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with City of Bartlett for the Services outlined in this RFP. In this RFP, the terms Proposer and Contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have a minimum of 15 years of EMS billing experience.
2. Have a minimum of 10 current clients in the State of Tennessee.
3. Have the ability to obtain a software interface with Bartlett Fire Department’s EMS ePCR, ESO Solutions, and must have extensive experience and knowledge of the data transfer with the respondent’s billing software. The contractor’s billing software must also be maintained by ESO Solutions.
4. Provide a dedicated client service representative assigned to work directly with Bartlett Fire Department.
5. Have a process for evaluating and addressing outstanding accounts receivable from previous years.
6. Be able to manage billing for a minimum of 3000-4000 calls per year.
7. Have a system that will be HIPAA compliant and will meet all State and Federal confidentiality, security, and transaction coding requirements.
8. Provide support during normal business hours by phone and email.
9. Have the ability to allow agency access to patient account status, filing dates, insurance payment data information in real time online access.
10. Be prepared, with a seven-day notice, to allow the department to conduct a complete on site financial / process review audit.
11. Be an equal employment opportunity employer and abide by Title VI guidelines.
12. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
13. Sign and enclose the Public Acts 109 Form. (Exhibit C)
14. Attach a current and signed W-9 form.

Attachment: RFP FY2022-08-001 AMBULANCE BILLING bid (3033 : Ambulance Billing Service)

AMBULANCE BILLING
RFP FY2022-07-001
DUE: September 10, 2021

III. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact **Justin McNeely, Bartlett Fire Department, in writing, jmcneely@cityofbartlett.org or at 901-385-5536.**

Questions should reference the section of the RFP 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. The deadline for submitting questions will be September 3, 2021 by 12:00 p.m. (CST).*** 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 **September 10, 2021 at 4:00 p.m. (CST)**. 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 RFP on August 20, 2021.
- Pre-proposal conference on August 30, 2021 as follows:

A MANDATORY pre-proposal conference will be held on Monday, August 30, 2021, at 9:00 a.m. (CST) to address your questions and provide additional information for this proposal. All interested respondents will be required to attend this meeting. The pre-proposal conference will be held virtually via Zoom. If you plan to attend, you must provide a company name, representative and contact number via email to Justin McNeely jmcneely@cityofbartlett.org to confirm your attendance. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your proposal.

- Deadline to submit additional written questions – Proposers may submit written questions via email as to the intent or clarity of this RFP until noon on September 3, 2021. Responses will be given within 24 hours or no later than noon September 7, 2021.
- Submission of Proposal – **ALL PROPOSALS (one original and four copies) MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN FRIDAY, SEPTEMBER 10, 2021 AT 4:00 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 RFP packet.
- Evaluation of Proposal and Notification of Award – An evaluation team will review and make a selection as described in Section X: Evaluation and Award.
- Services to Commence – January 1, 2022 or upon the execution of the signed contract.

Attachment: RFP FY2022-08-001 AMBULANCE BILLING bid (3033 : Ambulance Billing Service)

AMBULANCE BILLING
RFP FY2022-07-001
DUE: September 10, 2021

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 RFP 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 addenda or amendments to this proposal.

C. Proposal Submission - To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs - This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP 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 –Bartlett Fire Department's Fiscal Year is July 1 through June 30 of the following year. Bartlett Fire Department completed 3,355 billable transports for emergency medical services in 2020.

Summary of current billing costs for 2020 including treatment and transport data:

Level of Care Charges:

BLS Transport: \$650.00
ALS 1 Transport: \$750.00
ALS 2 Transport: \$850.00
Mileage: \$8.00

Percentage of collections by payee:

Medicare: 54.77%
Medicaid: 5.38%
Other Insurance: 39.28%

AMBULANCE BILLING
RFP FY2022-07-001
DUE: September 10, 2021

Self-Pay 0.57%
BLS: 8.32%
ALS 1: 90.39%
ALS 2: 1.29%

Hospital destination information:

There are 13 hospitals in Shelby County that Bartlett Fire Department utilizes to transport patients. The following is an estimated breakdown of the hospital destinations.

St. Francis Hospital-Bartlett: 55%
Methodist Healthcare-North: 18%
Baptist Hospital: 14%
Methodist Hospital-Germantown: 5%
LeBonheur Children's Medical Center: 3%
Regional One Health: 2%
Methodist Hospital-Memphis: 1%
Memphis VA Medical Center: 1%
Saint Francis Hospital: <1%
Baptist Children's Hospital: <1%
Baptist Memorial Hospital-Collierville: <1%
Baptist Memorial Hospital for Women: <1%
Methodist Healthcare-South: <1%

B. Project Time Frame - The initial contract term of three and 1/2 years will begin January 1, 2022, or upon execution of the contract through June 30, 2025 with the option to renew for two (2) additional one-year periods beginning July through June with the same terms and conditions. Renewal is contingent on an agreement of both parties, satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

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 RFP, or to issue a new RFP.

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 RFP to clearly identify the qualifications of its company and each individual who will work on this project.

VII. SCOPE OF WORK

Bartlett Fire Department is soliciting proposals for a contract with a highly qualified provider for EMS Billing Services. Unless otherwise stated, all specifications listed are minimum

requirements. Bartlett Fire Department currently utilizes ESO Solutions for the ePCR. Pricing should include the annual subscription for ESO.

A. Hardware Requirements

Pricing should also include the following hardware:

- (8) Panasonic Toughbook CF20 with 3-year accidental damage coverage.
- (8) Panasonic Toughbook CF20 12 volt chargers
- (8) Panasonic Toughbook CF20 AC chargers
- (8) Additional Panasonic Digitizer Stylus Pens (Model CF-VNP023U)

B. Specific Requirements (EMS Billing)

1. Provide a list of all award protests that the Service Provider has filed in the last five years, including the reason for the protest and the outcome.
2. Provide a detailed listing of all data breaches including volume of patients affected and current status
3. Include an acknowledgement of any controversy with regard to the company's billing practices, and/or whether CMS/DOJ or any entity has ever investigated the company.
4. Provide a list of any and all contracts cancelled prior to the end of the contract term during the last five years with explanations.
5. Provide evidence of 50,000 or more claims processed annually in the State of Tennessee.
6. Provide a general overview of the comprehensive EMS billing and records management solution with accompanying policies and procedures that provide for accurate and timely billing. Service Provider should include, in detail, a description of the system, software, and service needed to meet the requirements of this RFP, including all specifications, functional requirements, and workloads. Describe the billing software used, who owns it, who supports it, how many entities use it, and describe the process by which required programming changes are made.
7. The Service Provider shall be a direct electronic claims processor. Electronic claims shall be filed for Medicaid and Medicare for Tennessee and surrounding states. The Service Provider should indicate that they transmit/receive Medicare claims via the required national standard format, or any future standard format Medicare or Medicaid may require. The Service Provider should also indicate that they are currently filing electronic claims with all commercial insurance carriers that accept electronic claims.
8. City of Bartlett has obtained provider status and numbers with Medicare, Medicaid, and many private and commercial insurance carriers. If additional medical carriers are added

in the future, the Service Provider should indicate that they shall secure provider status and numbers for City of Bartlett at no charge.

9. The Service Provider shall demonstrate responsibility for determining what information shall be collected and retained to meet the criteria established by Medicare, Medicaid, and private medical carriers for billing appeals, auditing, and other functions defined by these carriers.
10. Provide all labor, materials, and technology necessary to obtain missing patient information from all available sources prior to issuing insurance claims or direct patient billing. The Service Provider shall describe solutions for remedying the problem of incomplete billing information.
11. Coordinate with hospitals in obtaining billing information.
12. Provide follow-up billing upon receipt of “new” information received concerning a patient. This includes, but is not limited to, additional insurance information, change of address, or change of responsible party.
13. Describe how patient accounts are updated upon receipt of payment information. Describe how payments are reconciled on a daily basis; successful vendor shall have no unapplied accounts.
14. The Service Provider will generate and mail a statement of account to patients, responsible parties, and/or insurance carriers within 24 business hours from the date of receipt of the ePCR information. Patient invoices should make it easy for patients to return insurance information. Please provide an example of a patient statement.
15. The invoicing process shall proceed according to these parameters: follow-up bills to be sent at 30 days from the first invoice date, a third notice sent with a reminder note will be mailed 60 days from the date of the first invoice.
16. Bills with no payment activity at 120 days will be forwarded to City of Bartlett’s collection agency. If a payment plan has been established with the patient that exceeds 120 days for non-insurance bills, and it is being met, the account will not be turned over to the collection agency.
17. The Service Provider will be responsible for resolution of denials and rejections. Describe the appeals and review processes for denied claims and the process for limiting denied claims. Show your historical record of denials.
18. Describe the month-end reconciliation process.
19. Describe the Cash Posting process.

20. Describe the refund process.
21. The Service Provider will be responsible for the costs and management of all correspondence, including mailing and managing returned or rejected correspondence.
22. The Service Provider's system shall provide for logging of all account activities by the Service Provider and City of Bartlett. Access to all transactions, notes, or activities made or modified on a patient's account for all dates of service must be available to City of Bartlett.
23. Describe how the billing system will be constantly updated so that it complies with the current requirements established by the medical carriers. This shall include, but not be limited to, revising programming, updating master CPT coding and descriptions, and updating current ICD codes.
24. Does the proposer offshore any ambulance billing services for which your organization is contracting in this RFP? Which contracts are either fully or partially offshored? How many people are used offshore?
25. The Service Provider shall provide City of Bartlett access to the billing agency's central processing unit and software concurrently an unlimited number of PC workstations. These workstations will be used by City of Bartlett to monitor daily activity and must have 24/7 full access to the Service Provider's system.
26. Show sufficient number of qualified and experienced application software and hardware personnel to rectify any problems that may arise during the testing, production installation, and maintenance period.
27. List any additional licenses that are necessary to fully operate all available aspects of proposed software to include reporting software.
28. The Service Provider shall provide regular systems maintenance updates and provide system repairs as necessary and advise City of Bartlett a minimum of 72 hours prior to maintenance if access to the system will be affected. Describe any periodic software/system maintenance schedule that will be required.
29. The Service Provider shall provide information security policies, procedures, and/or practices dedicated to compliance and ensuring the security of sensitive data. The Service Provider shall describe their capability to respond to an information security incident.
30. The Service Provider shall provide a description of their system disaster recovery plan.
31. Upon termination of the contract, define record retention policy and how records will be shared with City of Bartlett.

32. Describe how the Service Provider has created and maintained interface capability to receive electronic patient care reports (ePCRs) from the City of Bartlett's existing ePCR system.
33. Explain the format that the ePCR data will be uploaded into the billing program, and what fields will be included, e.g. patient demographics, insurance, guarantor, medical procedures performed, chief complaint, dispatched as, and found to be.
34. The Service Provider shall accept NEMSIS EMS exports to the billing system and accept NEMSIS and custom data values received in the export.
35. The Service Provider shall comply with the current version of NEMSIS and any future mandated versions.
36. Demonstrate comprehensive understanding of Medicare, Medicaid, and other insurance companies' rules, regulations, and procedures.
37. Describe the methodology by which Service Provider is notified of changes in legislation, on a state and federal level, and how that information is incorporated into the system by the required change date and how City of Bartlett will receive notification.
38. The Service Provider shall monitor any changes in Medicare/Medicaid or private insurance laws related to the services provided by City of Bartlett. The Service Provider shall notify City of Bartlett prior to the effective date of such changes and provide City of Bartlett with any proposed changes and the plan of action to address the changes.
39. The Service Provider shall monitor any enforcement actions, guidance, and advisory opinions that relate to the services to be provided and report any applicable information to the City of Bartlett.
40. The proposal shall include satisfactory assurances under the "business associate" provision of the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations that the Service Provider will safeguard the City of Bartlett's protected health information in accordance with the standards set forth in the privacy rule.
41. The transmission of protected patient health information between Service Provider and City of Bartlett must comply with HIPAA requirements for data transmission.
42. Implementation and the transition to the proposed system such that there is no interruption in the billing, accounting, and management information processes occur.
43. Provide information pertaining to customer relations policy and operational procedures.
44. The Service Provider's office should operate during normal business hours of 8:00 am to 5:00 pm, CST Monday through Friday, excluding holidays.

45. The Service Provider shall provide a local or toll-free telephone number at their office that can be contacted during normal business hours of 8:00 am to 5:00 pm, CST Monday through Friday excluding holidays, for the purpose of citizens inquiries and concerns regarding account status and payments. Service Provider shall be responsible for answering all citizens' inquiries immediately.
46. Provide information about escalation procedures and the issue resolution process.
47. Service Provider shall confirm that all company activities and all subcontractor activities related to the processing of ambulance transport claims for the City of Bartlett are performed in the United States.
48. Provide for a yearly internal processes audit, upon request, at no cost to City of Bartlett.
49. Provide evidence of at least three years' previous annual SOC 1 Type II audits.
50. Provide evidence of internal audit processes.
51. The Service Provider shall assist City of Bartlett with any discussions held with medical carriers relevant to transport billing and provide documentation and support on relevant topics whenever possible.
52. Provide ongoing support and training for administrative personnel.
53. At the request of the City of Bartlett, the Service Provider shall provide training for the billing software.
54. The Service Provider may be required to provide documentation training.

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, are the agents, representatives, or employees 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 regulations 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 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. Arbitration. 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 will 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 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. 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.

B. 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, 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 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 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 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 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 or its sub-Contractors 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.

AMBULANCE BILLING
RFP FY2022-07-001
DUE: September 10, 2021

(f) *The 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.*

2. Insurance Requirements. Contractor will provide evidence of insurance coverage as required for and shall provide and maintain the following:

Contractor shall maintain coverage with limits no less than:

- *Commercial General Liability and Professional Liability-* \$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 shall include coverage for the following:
 - a) Premises/Operations
 - c) Products/Completed Operations
 - d) Contractual
 - g) Personal Injury
- *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Pollution coverage is to be included. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- *Workers Compensation and Employers' Liability Insurance* as required by state statute.
- *Third Party Employee Dishonesty Coverage* –Coverage for contractor and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$10,000 per occurrence.

All insurance policies maintained by the Proposer/Contractor shall provide that insurance as applying to City of Bartlett shall be primary and non-contributing irrespective of such insurance or self-insurance as City of Bartlett may maintain in its own name and on its own behalf.

C. Right to Monitor and Audit

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

Attachment: RFP FY2022-08-001 AMBULANCE BILLING bid (3033 : Ambulance Billing Service)

AMBULANCE BILLING
RFP FY2022-07-001
DUE: September 10, 2021

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.

IX. PROPOSAL SUBMISSION

A. General

1. 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 RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. 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 RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP 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.
4. **Hard copy proposals (one original and four copies) must be received by no later than 4:00 pm (CST) on September 10, 2021, 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 four (4) copies of the proposal are required.

Attachment: RFP FY2022-08-001 AMBULANCE BILLING bid (3033 : Ambulance Billing Service)

2. The package containing the original must be sealed and marked with the Proposer's name and **"AMBULANCE BILLING, RFP #FY2022-07-001" with due date and time indicated.**
3. Proposals must be in ink. 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's proposal.

C. Proposal Format

Response to this RFP 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 meet or exceed 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).
2. Cost and Fees (***Include the price schedule with the original proposal response in a separate sealed envelope.***)
 - a. Provide exact cost amounts 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. (Contractor provides). Please include details for the pricing model offered, including any setup fees, as well as a projection of revenue generated for three years, and provide basis and assumptions.
 - c. Please include a quote to handle existing open accounts with dates of service prior to the start of the new contract. This price could be different from the overall quote and needs to address accounts already billed but may need follow up or billing of co-payments.
 - d. Pricing should include contractor-paid ESO subscription and new hardware.
3. References (Exhibit B)

- a. Include at least three (3) **other** clients, in the state of Tennessee, for whom the Proposer has provided services.
- b. References should list the business name, a contact person with email address and 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 comply with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
 - c. All proposals submitted in response to this RFP 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.
 - Period 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 RFP and not solely on price.

B. Award of Contract

Proposers are advised that the lowest cost proposal will not 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 RFP Requirements

AMBULANCE BILLING
RFP FY2022-07-001
DUE: September 10, 2021

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: _____

Attachment: RFP FY2022-08-001 AMBULANCE BILLING bid (3033 : Ambulance Billing Service)

AMBULANCE BILLING
RFP FY2022-07-001
DUE: September 10, 2021

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.

Attachment: RFP FY2022-08-001 AMBULANCE BILLING bid (3033 : Ambulance Billing Service)

AMBULANCE BILLING
RFP FY2022-07-001
DUE: September 10, 2021

EXHIBIT C

PUBLIC ACTS 109

“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 Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.109.php) 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.

Attachment: RFP FY2022-08-001 AMBULANCE BILLING bid (3033 : Ambulance Billing Service)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 09/28/21 06:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: John Horne

Bid for Appling Road Improvements Phase 2.

On August 25, 2021 an ad was placed in *The Daily News*. On September 15, 2021, the City received seven bids, which were opened at City Hall.

Bids were received from the following companies:

Ferrell Paving, Inc.	\$742,272.61
ENSCOR	\$827,131.52
White Construction	\$835,096.80
B & C Construction	\$953,198.20
Delgado General Corp	\$1,071,937.00
Viktor Hall	\$1,081,393.30
Madden Phillips	\$1,235,449.62

We recommend the bid be awarded to the lowest bidder, Ferrell Paving, Inc., at a total cost not to exceed \$816,272.61. The total cost is the base bid of \$742,272.61 plus a \$74,000.00 contingency. Bid results are attached.

In addition, we recommend approving a contract with Carlson Consulting for construction phase oversight in the amount of \$2,500.00. Carlson designed both phases of Appling Road Improvements. The attached contract amendment is for them to assist during the construction phase if questions/problems arise and to check the site every other week.

In addition, we recommend approving a contract for up to \$5,000.00 with Geotechnology to perform materials testing for the new roadway subgrade. Their estimate is attached for \$4,936.00. Their fee will be based on their actual time on this project.

Total cost for construction (\$742,272.61 + \$74,000.00 contingency), oversight (\$2,500.00), and testing (\$5,000.00) is \$823,772.61.

Attached are two pictures/renderings of the current conditions and proposed improvements.

Funding is available in Account 311.48311.780.4571.

Thank you for your consideration.

				Ferrell Paving		ENSCOR		White Construction		B & C Construction		Delgado General Corp		Viktor Hall		Madden Phillips	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$42,000.00	\$42,000.00	\$31,000.00	\$31,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$254,600.00	\$254,600.00
2	CLEARING, GRUBBING, & DEMOLITION	LS	1	\$36,500.00	\$36,500.00	\$35,000.00	\$35,000.00	\$39,975.00	\$39,975.00	\$100,000.00	\$100,000.00	\$10,000.00	\$10,000.00	\$125,000.00	\$125,000.00	\$91,950.00	\$91,950.00
3	EXCAVATION AND / OR EMBANKMENT FILL	CY	5,000	\$13.50	\$67,500.00	\$30.00	\$150,000.00	\$19.65	\$98,250.00	\$20.00	\$100,000.00	\$30.00	\$150,000.00	\$29.00	\$145,000.00	\$18.00	\$90,000.00
4	ADJUST EXISTING WATER VALVES ROADWAY BOX (RINGS)	EA	5	\$95.00	\$475.00	\$500.00	\$2,500.00	\$50.00	\$250.00	\$400.00	\$2,000.00	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00	\$150.00	\$750.00
5	ADJUST EXISTING WATER VALVE ROADWAY BOX (RECONSTRUCTION)	EA	1	\$725.00	\$725.00	\$2,500.00	\$2,500.00	\$766.00	\$766.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00
6	ADJUST EXISTING MANHOLE TOP TO GRADE (RINGS)	EA	2	\$230.00	\$460.00	\$500.00	\$1,000.00	\$190.00	\$380.00	\$750.00	\$1,500.00	\$3,800.00	\$7,600.00	\$1,500.00	\$3,000.00	\$950.00	\$1,900.00
7	ADJUST EXISTING MANHOLE TOP TO GRADE (RECONSTRUCTION)	EA	3	\$1,800.00	\$5,400.00	\$1,500.00	\$4,500.00	\$950.00	\$2,850.00	\$1,500.00	\$4,500.00	\$3,200.00	\$9,600.00	\$2,000.00	\$6,000.00	\$2,800.00	\$8,400.00
8	ADJUST EXISTING WATER METER	EA	3	\$975.00	\$2,925.00	\$1,000.00	\$3,000.00	\$850.00	\$2,550.00	\$500.00	\$1,500.00	\$2,800.00	\$8,400.00	\$1,000.00	\$3,000.00	\$1,800.00	\$5,400.00
9	ADJUST EXISTING SANITARY CLEANOUT	EA	3	\$1,300.00	\$3,900.00	\$2,000.00	\$6,000.00	\$820.00	\$2,460.00	\$1,000.00	\$3,000.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$1,125.00	\$3,375.00
10	ADJUST EXISTING GAS VALVE TOP	EA	2	\$250.00	\$500.00	\$1,000.00	\$2,000.00	\$80.00	\$160.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$250.00	\$500.00
11	UNDERCUT AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	3,500	\$18.00	\$63,000.00	\$5.00	\$17,500.00	\$26.95	\$94,325.00	\$30.00	\$105,000.00	\$35.00	\$122,500.00	\$31.00	\$108,500.00	\$32.00	\$112,000.00
12	MAILBOX REMOVAL (BRICK)	EA	2	\$600.00	\$1,200.00	\$500.00	\$1,000.00	\$410.00	\$820.00	\$400.00	\$800.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00	\$950.00	\$1,900.00
13	MAILBOX REMOVAL (POST)	EA	1	\$100.00	\$100.00	\$250.00	\$250.00	\$101.00	\$101.00	\$100.00	\$100.00	\$500.00	\$500.00	\$250.00	\$250.00	\$750.00	\$750.00
14	REMOVE HEADWALL, RIP RAP, AND PORTION OF EXISTING PIPE	LS	1	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$902.00	\$902.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
15	REMOVE WROUGHT IRON FENCE WITH BRICK WALL, COLUMNS, AND GATES	LF	215	\$50.00	\$10,750.00	\$50.00	\$10,750.00	\$26.00	\$5,590.00	\$50.00	\$10,750.00	\$75.00	\$16,125.00	\$22.00	\$4,730.00	\$30.00	\$6,450.00
16	REMOVE WROUGHT IRON FENCE WITH BRICK COLUMNS	LF	38	\$40.00	\$1,520.00	\$50.00	\$1,900.00	\$20.15	\$765.70	\$40.00	\$1,520.00	\$75.00	\$2,850.00	\$23.00	\$874.00	\$30.00	\$1,140.00
17	NEW SOD - BERMUDA	SY	5,000	\$4.65	\$23,250.00	\$6.00	\$30,000.00	\$4.05	\$20,250.00	\$5.00	\$25,000.00	\$5.00	\$25,000.00	\$5.50	\$27,500.00	\$5.10	\$25,500.00
18	NEW MAILBOX (POST)	EA	1	\$275.00	\$275.00	\$500.00	\$500.00	\$480.00	\$480.00	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
19	NEW MAILBOX (BRICK)	EA	1	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00	\$3,600.00	\$3,600.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
20	8" SDR-26 PVC DRAIN PIPE	LF	71	\$50.60	\$3,592.60	\$50.00	\$3,550.00	\$26.50	\$1,881.50	\$40.00	\$2,840.00	\$150.00	\$10,650.00	\$33.00	\$2,343.00	\$44.05	\$3,127.55
21	15" RCP DRAINAGE	LF	676	\$55.25	\$37,349.00	\$75.00	\$50,700.00	\$54.25	\$36,673.00	\$50.00	\$33,800.00	\$88.00	\$59,488.00	\$46.00	\$31,096.00	\$46.00	\$31,096.00
22	24" RCP DRAINAGE	LF	28	\$82.00	\$2,296.00	\$125.00	\$3,500.00	\$86.00	\$2,408.00	\$75.00	\$2,100.00	\$130.00	\$3,640.00	\$51.00	\$1,428.00	\$73.69	\$2,063.32
23	DRAIN MANHOLE (4')	EA	4	\$3,425.00	\$13,700.00	\$3,500.00	\$14,000.00	\$3,200.00	\$12,800.00	\$3,000.00	\$12,000.00	\$6,000.00	\$24,000.00	\$4,500.00	\$18,000.00	\$3,800.00	\$15,200.00
24	6-72 INLET	EA	4	\$4,400.00	\$17,600.00	\$4,000.00	\$16,000.00	\$4,500.00	\$18,000.00	\$4,500.00	\$18,000.00	\$6,800.00	\$27,200.00	\$5,500.00	\$22,000.00	\$4,650.00	\$18,600.00
25	YARD DRAINS	EA	2	\$2,995.00	\$5,990.00	\$3,000.00	\$6,000.00	\$2,625.00	\$5,250.00	\$3,000.00	\$6,000.00	\$2,800.00	\$5,600.00	\$2,000.00	\$4,000.00	\$3,550.00	\$7,100.00
26	INSERTA TEE	EA	2	\$775.00	\$1,550.00	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00	\$2,000.00	\$4,000.00	\$2,300.00	\$4,600.00	\$1,000.00	\$2,000.00	\$1,325.00	\$2,650.00
27	TDOT CLASS 'B' RIP-RAP WITH FILTER FABRIC	TON	35	\$65.00	\$2,275.00	\$65.00	\$2,275.00	\$66.85	\$2,339.75	\$80.00	\$2,800.00	\$85.00	\$2,975.00	\$90.00	\$3,150.00	\$75.00	\$2,625.00
28	TYPE D HEADWALL	EA	1	\$2,800.00	\$2,800.00	\$2,400.00	\$2,400.00	\$1,600.00	\$1,600.00	\$2,500.00	\$2,500.00	\$4,800.00	\$4,800.00	\$4,000.00	\$4,000.00	\$2,400.00	\$2,400.00
29	5' SIDEWALK	LF	1,035	\$27.50	\$28,462.50	\$40.00	\$41,400.00	\$35.95	\$37,208.25	\$7.00	\$7,245.00	\$30.00	\$31,050.00	\$33.00	\$34,155.00	\$46.00	\$47,610.00
30	6-30 CURB AND GUTTER	LF	1,058	\$26.15	\$27,666.70	\$45.00	\$47,610.00	\$27.50	\$29,095.00	\$30.00	\$31,740.00	\$28.00	\$29,624.00	\$31.00	\$32,798.00	\$30.00	\$31,740.00
31	LOWERED DRIVEWAY APRON (TYPE B)	SF	935	\$7.50	\$7,012.50	\$12.00	\$11,220.00	\$16.70	\$15,614.50	\$15.00	\$14,025.00	\$12.00	\$11,220.00	\$8.00	\$7,480.00	\$11.75	\$10,986.25
32	CONCRETE DRIVEWAY	SF	1,925	\$7.50	\$14,437.50	\$12.00	\$23,100.00	\$17.25	\$33,206.25	\$12.00	\$23,100.00	\$16.00	\$30,800.00	\$6.00	\$11,550.00	\$11.75	\$22,618.75
33	RELOCATE EXISTING FIRE HYDRANT STA 21+40	EA	1	\$4,375.00	\$4,375.00	\$5,000.00	\$5,000.00	\$4,110.00	\$4,110.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$37,000.00	\$37,000.00	\$4,396.00	\$4,396.00
34	RELOCATE EXISTING FIRE HYDRANT STA 26+40	EA	1	\$2,175.00	\$2,175.00	\$5,000.00	\$5,000.00	\$4,110.00	\$4,110.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$37,000.00	\$37,000.00	\$4,396.00	\$4,396.00
35	CEMENT TREATED AGGREGATE BASE (12" THICK)	SY	1,170	\$30.50	\$35,685.00	\$38.00	\$44,460.00	\$37.35	\$43,699.50	\$50.00	\$58,500.00	\$70.00	\$81,900.00	\$53.00	\$62,010.00	\$60.00	\$70,200.00
36	ASPHALT SURFACE COURSE-411-D	TON	730	\$135.00	\$98,550.00	\$122.40	\$89,352.00	\$137.50	\$100,375.00	\$160.00	\$116,800.00	\$140.00	\$102,200.00	\$147.00	\$107,310.00	\$150.00	\$109,500.00
37	ASPHALT BINDER COURSE-307-C	TON	500	\$135.00	\$67,500.00	\$120.00	\$60,000.00	\$137.50	\$68,750.00	\$200.00	\$100,000.00	\$140.00	\$70,000.00	\$155.00	\$77,500.00	\$150.00	\$75,000.00
38	CRUSHED LIMESTONE CR610	TON	58	\$42.00	\$2,436.00	\$50.00	\$2,900.00	\$51.30	\$2,975.40	\$50.00	\$2,900.00	\$40.00	\$2,320.00	\$62.00	\$3,596.00	\$125.00	\$7,250.00
39	MILLING OF EXISTING ASPHALT PAVEMENT	TON	95	\$178.20	\$16,929.00	\$30.00	\$2,850.00	\$181.50	\$17,242.50	\$165.00	\$15,675.00	\$185.00	\$17,575.00	\$155.00	\$14,725.00	\$200.00	\$19,000.00
40	PLASTIC PAVEMENT MARKING (4" WIDE DSYL-YELLOW)	LF	240	\$3.30	\$792.00	\$3.60	\$864.00	\$3.30	\$792.00	\$3.60	\$864.00	\$6.00	\$1,440.00	\$3.30	\$792.00	\$3.36	\$806.40

Attach ment: Bid items totals (3032 : Bid for Appling Road Improvements Phase 2)

				Ferrell Paving		ENSCOR		White Construction		B & C Construction		Delgado General Corp		Viktor Hall		Madden Phillips	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
41	PLASTIC PAVEMENT MARKING (6" WIDE SSWL-WHITE)	LF	2,905	\$2.75	\$7,988.75	\$3.00	\$8,715.00	\$2.75	\$7,988.75	\$3.00	\$8,715.00	\$3.00	\$8,715.00	\$3.00	\$8,715.00	\$2.80	\$8,134.00
42	PLASTIC PAVEMENT MARKING (4" WIDE SSWL-WHITE)	LF	2,890	\$1.21	\$3,496.90	\$1.32	\$3,814.80	\$1.25	\$3,612.50	\$1.30	\$3,757.00	\$3.00	\$8,670.00	\$1.50	\$4,335.00	\$1.25	\$3,612.50
43	PLASTIC PAVEMENT MARKING (4" WIDE SSYL-YELLOW)	LF	2,860	\$1.21	\$3,460.60	\$1.32	\$3,775.20	\$1.25	\$3,575.00	\$1.30	\$3,718.00	\$3.00	\$8,580.00	\$1.50	\$4,290.00	\$1.25	\$3,575.00
44	PLASTIC PAVEMENT MARKING (4" WIDE SBYL-YELLOW)	LF	2,860	\$2.26	\$6,463.60	\$2.46	\$7,035.60	\$2.30	\$6,578.00	\$2.50	\$7,150.00	\$3.00	\$8,580.00	\$2.50	\$7,150.00	\$2.30	\$6,578.00
45	PLASTIC PAVEMENT MARKING (4" WIDE SDWL-WHITE)	LF	81	\$1.21	\$98.01	\$1.32	\$106.92	\$1.25	\$101.25	\$1.30	\$105.30	\$20.00	\$1,620.00	\$1.80	\$145.80	\$1.25	\$101.25
46	PLASTIC PAVEMENT MARKING (4" WIDE SBWL-WHITE)	LF	455	\$1.21	\$550.55	\$1.32	\$600.60	\$1.25	\$568.75	\$1.30	\$591.50	\$20.00	\$9,100.00	\$1.70	\$773.50	\$1.25	\$568.75
47	PLASTIC PAVEMENT MARKING (ARROW)	EA	6	\$253.00	\$1,518.00	\$276.00	\$1,656.00	\$253.00	\$1,518.00	\$276.00	\$1,656.00	\$500.00	\$3,000.00	\$320.00	\$1,920.00	\$260.00	\$1,560.00
48	PLASTIC BIKE LANE MARKINGS (ARROW & BIKE SYMBOL)	EA	4	\$418.00	\$1,672.00	\$456.00	\$1,824.00	\$418.00	\$1,672.00	\$456.00	\$1,824.00	\$500.00	\$2,000.00	\$510.00	\$2,040.00	\$426.00	\$1,704.00
49	PLASTIC PAVEMENT MARKING (STOP BAR)	LF	21	\$19.00	\$399.00	\$21.60	\$453.60	\$19.80	\$415.80	\$21.60	\$453.60	\$15.00	\$315.00	\$27.00	\$567.00	\$2.25	\$47.25
50	PLASTIC PAVEMENT MARKING (CROSSWALK)	LF	172	\$46.20	\$7,946.40	\$50.40	\$8,668.80	\$46.20	\$7,946.40	\$50.40	\$8,668.80	\$25.00	\$4,300.00	\$65.00	\$11,180.00	\$47.05	\$8,092.60
51	TRAFFIC CONTROL	LS	1	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$17,940.00	\$17,940.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$8,000.00	\$8,000.00	\$19,800.00	\$19,800.00
52	SILT FENCE - EROSION CONTROL	LF	2,000	\$5.50	\$11,000.00	\$6.00	\$12,000.00	\$3.75	\$7,500.00	\$5.00	\$10,000.00	\$7.00	\$14,000.00	\$4.50	\$9,000.00	\$5.95	\$11,900.00
53	IP 4 SILT FENCE INLET PROTECTION	LF	7	\$425.00	\$2,975.00	\$200.00	\$1,400.00	\$300.00	\$2,100.00	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$310.00	\$2,170.00	\$450.00	\$3,150.00
54	IP 5 FILTER BAG	EA	4	\$425.00	\$1,700.00	\$750.00	\$3,000.00	\$250.00	\$1,000.00	\$750.00	\$3,000.00	\$700.00	\$2,800.00	\$400.00	\$1,600.00	\$450.00	\$1,800.00
55	R3-17 BIKE OR STOP SIGNAGE	EA	2	\$225.00	\$450.00	\$500.00	\$1,000.00	\$165.00	\$330.00	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$350.00	\$700.00	\$168.00	\$336.00
56	FIBER OPTIC MARKER RELOCATION	EA	1	\$250.00	\$250.00	\$500.00	\$500.00	\$300.00	\$300.00	\$500.00	\$500.00	\$800.00	\$800.00	\$520.00	\$520.00	\$1,000.00	\$1,000.00
57	PLANTER REPLACEMENT	EA	2	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$1,700.00	\$3,400.00	\$5,000.00	\$10,000.00	\$1,200.00	\$2,400.00	\$3,000.00	\$6,000.00	\$2,300.00	\$4,600.00
58	ACCESSIBLE RAMP	EA	1	\$1,250.00	\$1,250.00	\$5,000.00	\$5,000.00	\$2,185.00	\$2,185.00	\$3,500.00	\$3,500.00	\$7,200.00	\$7,200.00	\$6,000.00	\$6,000.00	\$4,460.00	\$4,460.00
Total Base Bid					\$730,472.61		\$816,131.52		\$824,836.80		\$948,698.20		\$1,063,137.00		\$1,066,393.30		\$1,181,449.62
59	ALTERNATE BID ITEM - 3/4" WATER SERVICE	EA	2	\$3,100.00	\$6,200.00	\$3,000.00	\$6,000.00	\$2,410.00	\$4,820.00	\$750.00	\$1,500.00	\$1,600.00	\$3,200.00	\$3,500.00	\$7,000.00	\$9,000.00	\$18,000.00
60	ALTERNATE BID ITEM - INSTALL SEWER SERVICE	EA	2	\$2,800.00	\$5,600.00	\$2,500.00	\$5,000.00	\$2,720.00	\$5,440.00	\$1,500.00	\$3,000.00	\$2,800.00	\$5,600.00	\$4,000.00	\$8,000.00	\$18,000.00	\$36,000.00
Total Alternates Bid					\$11,800.00		\$11,000.00		\$10,260.00		\$4,500.00		\$8,800.00		\$15,000.00		\$54,000.00
Total Base Bid + Alternates					\$742,272.61		\$827,131.52		\$835,096.80		\$953,198.20		\$1,071,937.00		\$1,081,393.30		\$1,235,449.62

there was one calculation error in the shaded total from Delgado for item 38. It did not affect the outcome of the bids.

Attachment: Bid items totals (3032 : Bid for Appling Road Improvements Phase 2)



AMENDMENT TO CONTRACT

TO: Rick McClanahan, PE
Director of Engineering
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
ph: 901-385-6499
fax: 901-385-7021

FROM: Dean Carlson, PE
President
Carlson Consulting Engineers, Inc.
7068 Ledgestone Commons
Bartlett, TN 38133
ph. (901) 384-0404
fax (901) 384-0710

RE: Civil Design Services
Applying Road Improvements
Ellis Road to Southern Way

DATE: September 16, 2021

DESCRIPTION OF AMENDMENT

Carlson was responsible for Surveying, Civil Design and Permitting Services regarding the road widening along the West Side of Applying Road beginning at Brother Blvd and extending to Southern Way. The SOW was broken into two separate phases. Construction Services were not included in the original contract. The City of Bartlett is now requesting Construction Inspection Services for the Northern Section of the project.

SCOPE OF SERVICES

1. *Construction Inspections* – This is for Carlson to complete a bi-weekly site inspection and progress report during the construction period of the Northern Section of the Appling Road Widening project. Services are not to exceed 180 days. Should construction last longer than 180 days, then additional fees may be required.

FEE FOR SERVICES

The fee for the above listed scope of services shall be:

<u>Item 1 (Construction Inspections).....</u>	<u>\$2,500.00</u>
TOTAL FEE	\$2,500.00

AGREEMENT EXECUTION

Upon execution and receipt by the Client and the Consultant, this Document and all other Documents as referenced in the agreement form the Professional Services Agreement between the Client and the Consultant.

Accepted by Client:

Accepted by Consultant:

Signature

Signature

Printed Name

Dean L. Carlson, PE

Printed Name

Title

President

Title

Date

September 16, 2021

Date

September 17, 2021

Appling Road Phase 2
P039731.01

SUMMARY OF ESTIMATED FEES					
Task No.	Description	Unit	Unit Rate (\$)	Estimated Units	Estimated Fee (\$)
7300	Compaction Observation and Testing				
	Technician with Nuclear Gauge	Hourly	\$55.00	40	\$2,200.00
	Technician with Nuclear Gauge (Overtime)	Hourly	\$82.50	10	\$825.00
	Geotechnical Engineer Site Visits/Meetings	Hourly	\$165.00	2	\$330.00
	Trip Charges	Each	\$49.00	6	\$294.00
	Nuclear Gauge	Daily	\$40.00	5	\$200.00
	Standard Proctor (Soil)	Each	\$184.00	1	\$184.00
	Standard Proctor (Crushed Rock)	Each	\$210.00	1	\$210.00
	Atterberg Limits	Each	\$58.00	1	\$58.00
	Moisture Content	Each	\$6.00	1	\$6.00
9900	Project Management and Administration				
	Principal Engineer (P.E.)	Hourly	\$170.00	2	\$340.00
	Project Administrator	Hourly	\$60.00	4	\$240.00
	Trip Charges	Each	\$49.00	1	\$49.00
Estimated Total Fee *					\$4,936.00

Time and mileage charges are portal-to-portal. Overtime rates for each category will be invoiced at 1.5 times the hourly rates listed. Overtime will be charged for each hour in excess of 8 hours per day on weekdays and each hour worked on weekends and holidays. A shift differential of 20% will be applied to all second and third shift work. Second and third shift work is defined when an employee logs at least 4 hours after 6 pm or at least 4 hours before 7 am. A minimum of 8 hours per shift per employee will be charged for all second and third shift work.

This proposal and fee estimate have been prepared using Geotechnology's standard fee schedule. Geotechnology reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.

* Since we do not have control over the progress of construction, the actual fees may vary.

Attachment: P039731.01 Appling Road Phase 2 (3032 : Bid for Appling Road Improvements Phase 2)

APPLING ROAD CURRENTLY

Legend

4.1.d



Attachment: Slide1 (3032 : Bid for Appling Road Improvements Phase 2)

APPLING ROAD PROPOSED



4.1.e

Attachment: Slide2 (3032 : Bid for Appling Road Improvements Phase 2)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3036)

Meeting: 09/28/21 06:00 PM
Department: Administration
Category: Agreement
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 3036

Resolution 24-21, a resolution in opposition to the consideration of the consolidation of governmental services in Shelby County and the formation of a metropolitan government.

WHEREAS, the process by which the consolidation of local governments can occur is identified in the Tennessee Code Annotated; and

WHEREAS, since the enactment of the relevant statutes in 1953, only three counties in the state of Tennessee have merged their local governments; and

WHEREAS, consolidation has been attempted three times in Memphis and Shelby County and has been defeated each time by the voters; and

WHEREAS, proponents of consolidation advance the consolidation of governmental services as a means of distributing the cost of large city governments over a broader tax base; and

WHEREAS, the City of Bartlett rejects this position and supports the current governmental structure as a way of enhancing citizen options in terms of levels of taxation and municipal services provided; and

WHEREAS, the proponents of consolidation have stated that consolidation of Memphis and Shelby County governments will improve the City of Memphis' economic growth specifically in attracting new business and creating new jobs; and

WHEREAS, these observations are anecdotal justifications for the assumed impacts of consolidated governments because of the lack of any empirical studies to support such a statement; and

WHEREAS, proponents of consolidation have stated that consolidation of Memphis and Shelby County government will be more efficient and create greater economies of scale; and

WHEREAS, Bartlett rejects that contention based on studies that indicate as jurisdictional size increases bureaucrats and politicians become more removed from daily contact with residents, resulting in a "out-of-touch" dynamic removing any incentive to reduce cost or stop increased spending; and

WHEREAS, Bartlett does support efficiencies in the delivery of local government services in the most cost effective manner through:

- More intergovernmental agreements between local governments that assist all of the municipalities as we face numerous challenges in managing our budgets and delivering services required by the federal or state government or demanded by our constituents in the most responsive and responsible manner possible
- Competition and partnerships with the private sector for the delivery of municipal services
- Regional cooperation and agreements to foster and enhance county-wide economic development; and

WHEREAS, the formation of a metropolitan government within Shelby County would be a detriment to these principles of local government efficiency and effectiveness and could result in a higher tax burden for residents currently residing in Shelby County;

NOW THEREFORE BE IT RESOLVED that the **Board of Mayor and Aldermen of the City of Bartlett**, on behalf of its residents, formally announces its opposition to the consolidation of governmental services in Shelby County and the formation of a metropolitan government. The Board takes this position based upon its desire to protect the interests of Bartlett as a governmental body and as a viable community for our residents now and in the future.

ADOPTED, this 28 day of September, 2021

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk