

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Proposals (RFP) for the City of Chattanooga

Proposals will be received at 101 East 11th Street, Suite G13, Chattanooga, TN 37402 until 4:00 P.M., on October 7, 2016

**Requisition No.: 142422
Department.: Finance Department
Buyer & e-mail: Geoffrey Hipp ghipp@chattanooga.gov**

Project: BILLING DATA QUALITY CONTROL SERVICES

*****PROPOSALS MUST BE RECEIVED BY***
4:00 P.M., Eastern on October 7, 2016**

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

**The City's Standard Terms and Conditions may be found on website:
(www.chattanooga.gov/purchasing/standard-terms-and-conditions)**

Note: ALL PROPOSALS MUST BE SIGNED
All proposals received are subject to the terms and conditions contained herein. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____
Mailing Address: _____
City & Zip Code: _____
Phone/Toll Free No.: _____
Fax No.: _____
E-Mail Address: _____
Contact Person: _____
Company Title: _____
Signature: _____

Request for Proposal

BILLING DATA QUALITY CONTROL SERVICES

City of Chattanooga, TN

September 2016



Section 1

Introduction

**REQUEST FOR PROPOSAL
BILLING DATA QUALITY CONTROL SERVICES
INTERCEPTOR SEWER SYSTEM
MOCCASIN BEND WASTEWATER TREATMENT PLANT
CITY OF CHATTANOOGA, TENNESSEE**

September 2016

1.0 INTRODUCTION

1.1 BACKGROUND

A. GENERAL

The City of Chattanooga (City) is requesting proposals (RFP) from qualified firms for the purpose of selecting a company to supply the billing data quality control services as described in the RFP for the Interceptor Sewer System, Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, TN 37405.

B. CURRENT PRACTICES

The Interceptor Sewer System (ISS) consists of 1250+/- miles of sewers ranging from six (6) to 84 inches in diameter. The materials of construction are PVC, brick, clay, and reinforced concrete. There are approximately 29,000 manholes that are of reinforced concrete and/or brick construction. There are 72 pump stations ranging in size from 25 GPM to 130 MGD. The ISS also includes eight (8) CSO treatment facilities, and the 140 MGD Moccasin Bend WWTP.

Sewer fee billing is based on water meter data made available to the City by Tennessee American Water Company (TAWC) on a daily basis through usage files. These files contain customer information, consumption, meter sizes, type of meter (both cubic feet and gallons), new customers, new meters, move in/move out, cancel/rebills, other adjustments, etc. in a single file.

As of July 1, 2015, the City of Chattanooga assumed the responsibility for billing and collection of sewer and related fees for residential and commercial customers. Approximately 55,000 to 60,000 individual bills are generated monthly. The City is requesting RFPs for third-party billing data quality control services for a one-year term with the option to annually extend the contract for an additional four one-year terms.

1.2 PURPOSE OF RFP

A. GENERAL

This RFP expresses the City's desire to provide a cost-effective solution for billing data quality control services to augment staff availability to better facilitate accurate customer billing and account management.

All services specified in the RFP shall be full service and shall be provided by the Proposer.

B. OBJECTIVE OF RFP

The objective of this proposal is to secure a vendor to evaluate existing billing data provided by TAWC to ensure quality control and accuracy of billings for all Chattanooga customers in an effective and efficient manner. This includes upload of corrected data into Harris Govern complete with setting up new premises and new meters as well as any additional requirements to ensure accurate and timely billing.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, the information presented may not be complete in every detail in that all requirements may not be expressly mentioned in these specifications. Consequently, it is the responsibility of the vendor to include in their proposal all software and other requirements which is necessary for the full and faithful performance in accordance with the objectives of the City. The solutions offered must be complete in every respect, including but not limited to design, setup, software components, recommendations for auxiliary equipment, if necessary, and required maintenance or licensing. Any additional requirements to meet the objective not included must be specifically identified in proposal.

Section 2

Instructions to Proposers

2.0 INSTRUCTIONS TO PROPOSERS

2.1 INTRODUCTION

The purpose of this section is to inform prospective Proposers of the process that will take place as a result of this RFP. The information contained herein discloses all details about dates, times and places as they pertain to this RFP.

2.2 ISSUING OFFICE

This RFP shall be governed by the laws of the State of Tennessee and is issued for the City of Chattanooga by the Purchasing Division.

2.3 RESPONSE DATE

All proposals shall be submitted no later than **4:00 p.m. EDT on Friday, October 7, 2016**, to the attention of:

**City of Chattanooga Purchasing
Attn: Geoffrey Hipp, Buyer
101 East 11th Street, Suite G13
Chattanooga, TN 37402**

Sealed proposals to be considered shall arrive at the Issuing Office on or before the time and date referenced above.

2.4 PROPOSAL FORMAT

A. QUANTITY AND FORMAT

Proposer shall submit ten (10) hard copies of the proposal and one (1) electronic copy in MS Word format on a flash drive. All Proposals shall be submitted in a sealed envelope or box marked "**Proposal(s) for BILLING DATA QUALITY CONTROL SERVICES, INTERCEPTOR SEWER SYSTEM, MOCCASIN BEND WASTEWATER TREATMENT PLANT, CITY OF CHATTANOOGA, TN**". The original and copies of the Proposal shall be indexed with tabs for each section of the Proposal and shall follow the content outline in Section 3.

B. DETAILED TECHNICAL PROPOSALS

Complete technical submittals shall be submitted with the Proposal. These technical submittals shall describe in detail how the Proposer complies with each specification requirement of this RFP. Any deviations from the specifications shall be noted.

C. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities to meet the objective or scope of services of this proposal shall be included.

D. PROPOSER-SUPPLIED MATERIALS

Any material submitted by a Proposer shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature shall be so marked.

E. INCURRING COSTS

The City shall not be liable for any cost incurred by the Proposer prior to the issuance of a contract purchase agreement for the proposed billing data quality control system and will not pay for information solicited or obtained.

F. ECONOMY OF PREPARATION

Proposals shall be prepared simply and economically. Proposals shall provide a straightforward and concise description of the billing data quality control services proposal. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis shall be placed on clarity and content. Lengthy proposals may be viewed as attempts to obfuscate issues and may be rejected.

2.5 PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn at any time up until the date and time set above for opening of proposals. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide the services set forth in the proposal or until one of the Proposals has been accepted and a contract has been executed between the City and the successful Proposer.

2.6 RESERVATION OF CITY RIGHTS

- A.** The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.
- B.** The City reserves the right to negotiate this contract for work covered by this RFP with the next most qualified finalist if the successful finalist does not execute a contract within 15 days after submission of a contract by the City. The City reserves the right to negotiate all elements of the selected Proposal.
- C.** The City reserves the right, after opening Proposals or at any other point during the selection process, to reject any or all Proposals, modify or postpone the proposed project, evaluate any alternatives offered or accept the Proposal that, in the City's sole judgment, is in its best interest.
- D.** The Proposer shall comply with the rules and conditions found in the City of Chattanooga Standard Terms and Conditions found at website <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>.

2.7 ADDITIONAL REQUESTS FOR INFORMATION

Requests for information or clarification shall be sent to:

**City of Chattanooga Purchasing
Attn: Geoffrey Hipp, Buyer
101 East 11th Street, Suite G13
Chattanooga, TN 37402**

**e-mail: ghipp@chattanooga.gov
fax: (423) 643-7244**

The City specifically requests that any contact concerning this RFP be made exclusively with the Buyer until selection has been completed. Failure to honor this request will be negatively viewed in the selection process. Questions regarding the contents of this RFP must be submitted via electronic mail on or before 4 P.M. EDT, September 20, 2016, and be directed to the Buyer. Written copies of all questions and answers will be provided by addendum to the RFP.

Section 3

Proposal Contents

3 GENERAL INFORMATION

The Proposer shall provide the following general information:

- A.** Identify name, addresses (regular mail and e-mail), telephone, and facsimile numbers of the Proposer and the principal contact person, along with a cover letter signed by an appropriate Officer of the Proposing entity.
- B.** Identify the type of firm or organization, and describe the entity that will serve as the contracting party.
- C.** Provide the history, ownership, organization, and background of the Proposer.

3.1 QUALIFICATIONS AND EXPERIENCE

The Proposer shall provide the following regarding technical qualifications and experience dealing with billing data quality control systems:

A. GENERAL EXPERIENCE

The Proposer shall provide a summary of the experience of the Proposer's Project Team working together on billing data quality control service programs involving billing data from the Tennessee American Water Company and other providers.

B. DESIGN EXPERIENCE

If applicable, the Proposer shall provide a summary of the programming and data management experience of the Project Team working together for the development and implementation of billing data quality control service programs. The information submitted shall demonstrate experience with program design and any software development as reflected on completed projects.

C. PROJECT TEAM MEMBERS EXPERIENCE

The Proposer shall submit resumes of the proposed Program Managers, Data and Systems Analysts, Programmers, Account Technicians and other key personnel currently in his/her employ who would perform the proposed work. Each resume shall reflect the competency of staff for this program, noting past experience with billing data quality control programs of similar size, scope and complexity.

D. PREVIOUS EXPERIENCE WITH SIMILAR PROGRAMS

1. The Proposer shall demonstrate qualifications by providing references of a minimum of three (3) long-term billing data quality control programs where the provider has maintained billing data networks, preferably of similar size and magnitude of the City's project.
2. For each project submitted as a reference, the Proposer shall list the number of customers billed monthly, the year the contract began, and the current status (active, partially active, or inactive).
3. For each project submitted as a reference, the Proposer shall indicate if the data source was the Tennessee American Water Company.
4. The Proposer's references shall consist of names, titles, addresses, and telephone numbers of individuals who have direct knowledge of how the Proposer performed the billing data quality control operation, similar to the billing data to be reviewed, corrected, and formatted for upload into the City's Harris Govern billing system. The City will verify each of the references.

E. OTHER EXPERIENCE AND QUALIFICATIONS

1. QUALITY MANAGEMENT SYSTEM

- a. The Proposer shall maintain the billing data quality control protocols according to a documented Quality Management System of procedures and work instructions.

2. DATA ANALYSIS PROCEDURES

- a. The Proposer shall provide evidence that they maintain and enforce a quality process for ensuring data integrity and accuracy in all data analyses.

3. CUSTOMER SERVICE/SUPPORT

- a. The Proposer shall provide evidence that they maintain and enforce a quality process for handling customer service, problem resolution, and feedback, as well as data security and archiving practices.

4. SERVICE ORGANIZATION CONTROLS

- a. The Proposer shall provide to the City a Service Organization Control (SOC) report over the controls in place during the City's fiscal year, July 1 through June 30.

5. TRAINING AND STAFF AVAILABILITY

- a. The Proposer shall provide evidence of staff availability and training to adequately provide services required to properly address any billing data quality control issues, including:
 1. Evidence of being able to supply the services of trained service personnel to troubleshoot any billing data anomalies or issues.
 2. Evidence of qualifications for personnel who shall perform all start-up and ongoing optimization procedures required to maintain the complete data management system in fully acceptable operation. This experience shall be documented in similarly sized networks with similar technical requirements.

3.2 PROPOSAL SCOPE OF WORK

A. GENERAL SCOPE OF WORK

1. The Proposer shall provide all labor, benefits, equipment, materials, insurance, transportation, and other related services required in connection with providing accurate billing data and quality control services to the City with respect to billing data provided by TAWC. This includes upload of corrected data into Harris Govern complete with setting up new premises and new meters as well as any additional requirements to ensure accurate and timely billing.
2. All of the services provided by the Proposer shall be completed in a good and workmanlike manner. All services provided by the Proposer shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, OSHA and any similar federal, state, and local laws or regulations applicable to the Proposer or to the services described herein.
3. The services furnished by the Proposer shall be subject to inspection/review and approval by the City's designated representatives, but the manner and method of providing the services shall be the responsibility of the Proposer and mutually agreed upon.

B. SPECIFIC SCOPE OF WORK

1. BILLING DATA QUALITY CONTROL REVIEW AND MANAGEMENT

- a. The Proposer shall be responsible for collecting data from the Tennessee American Water Company data repository as often as necessary to ensure timely and accurate billings.
- b. The Proposer shall provide quality data transitioned from the data files provided by TAWC and uploaded into Harris Govern billing software no later than Tuesday 12:00 pm Eastern in the format supported by Harris Govern Utility Billing for normal process by City staff Harris Govern. The Proposer shall submit a clean data file along with reports summarizing the data collected, reviewed, and corrected. Reports shall be provided via email and/or the internet on a secure and password protected site that shall allow the City to access data as needed. Reports shall include, but not be limited to:
 - 1) Number of accounts serviced.
 - 2) Detailed listing by account describing the nature of each correction made to clean the data.
 - 3) Tabulated summaries of the number of each type of major anomaly corrected.
 - 4) Narrative summaries of the nature of each corrected anomaly or inconsistency observed, the nature of the correction, with trend analysis noting the severity of the issue and it's improvement/deterioration over time.
 - 5) All calls to the Proposer's Support Center shall be tracked, compiled, and analyzed for trends in the City's requests. A log of all calls from the City and the identified problem and resolution shall be submitted to the City as part of the report.
 - 6) Any other noteworthy occurrences or data not corrected.
- c. Proposed services shall include, but are not limited to, all services necessary for correcting incomplete or erroneous data such as mailing addresses, volumetric unit conversions of usage/consumption, cancel/rebills to individual accounts, move-in/move-outs, meter change-outs or resets, new premises and/or new meters and any other data anomalies or inconsistencies that could create inaccuracies in billing or account postings. Any further assistance as required to ensure accurate and timely billing. The Proposer shall describe the techniques

used to identify and remedy outliers, missing data, new premises, new meters, and/or any other data anomalies or inconsistencies that would present billing issues if not corrected.

- d. The Proposer shall assign trained data analysts to this project. An outline of the curriculum of the training program and dates of completion for each data analyst provided by the Proposer shall be submitted.
- e. The Proposer shall provide evidence to the City that it maintains a fully staffed Support Center that is accessible to the City during normal business hours of Monday through Friday via a toll-free number 8:00 to 5:00 Eastern time. Each of the Proposer's staff members shall be trained to provide the City with quality customer service support.
- f. The Proposer shall create and maintain an archive of all TAWC billing data files prior to any editing being performed. No files including files on TAWC website shall be deleted or destroyed without City consent.
- g. The Proposer shall host the system on servers with up-to-date security certificates and shall have physical safeguards to protect the City's data.
- h. The Proposer shall store all corrected/finished data files uploaded into the City's Harris Govern billing system in a secure manner that shall be automatically backed up periodically by the Proposer to prevent loss of the data. All data transfers across the Internet shall be made using secure file transfer protocols.
- i. The Proposer shall submit monthly reports to the City no later than 15 days following the conclusion of each month summarizing the data collected, reviewed, and corrected. Monthly reports shall be provided via email and/or the internet on a secure and password protected site that shall allow the City to access data as needed. Monthly reports shall include, but not be limited to:
 - 1) Number of accounts serviced.
 - 2) Tabulated summaries of the number of each type of major anomaly corrected.
 - 3) Narrative summaries of the nature of each corrected anomaly or inconsistency observed, the nature of the correction, with trend analysis noting the severity of the issue and its improvement/deterioration over time.
 - 4) All calls to the Proposer's Support Center shall be tracked, compiled, and analyzed for trends in the City's requests. A log of all calls from the City

and the identified problem and resolution shall be submitted to the City as part of the monthly report.

- 5) Any other noteworthy occurrences or data not corrected.
- j. The Proposer is encouraged to submit offers of additional services related to sewer billing and collections that could be beneficial to the City.
- k. The Proposer will address any requirements resulting from Harris Govern system upgrades at no additional costs.

2. SOFTWARE

- a. The Proposer shall provide and maintain all software required for the scope of services related to the City's billing data quality control services.
- b. The Proposer shall demonstrate the software to be used and its compliance with the specifications upon request by the City. The software shall be demonstrated using historical billing data obtained from the City. There shall be no reimbursement for the demonstration.
- c. The Proposer shall provide evidence to the City that above software is properly licensed to the Proposer and they are not in violation of any patents, trademarks, or copyrights.

3.3 CITY-SUPPLIED SERVICES

The City will provide the following as part of the project:

- a. The City will provide access to the Proposer as needed to its historical billing records.
- b. All other materials and supplies to accommodate data handling requirements for upload of corrected files, new premises and meters into the Harris Govern billing software that are to be provided by the City must be clearly identified in the Proposal.
- c. The City will provide space onsite for Proposer to perform training, work, and equipment storage as necessary.
- d. The City will designate a person or persons to coordinate the specified work with the Proposer.

3.4 FINANCIAL RESOURCES

A. GENERAL

The Proposer shall describe its financial condition consistent with the requirements of this section.

B. FINANCIAL

This section shall present the business and financial aspects of the Proposer. The Proposer shall submit sufficient information so that the City can evaluate the Proposer's ability to satisfy the requirements of the RFP.

Specifically, the Proposer shall provide the following information:

1. Full financial statements of all Proposer team members, including the contractor, subcontractors, operators, suppliers, and any other key Proposer team members for the last three (3) years filed with the Securities and Exchange Commission on Form 10-K and all quarterly reports filed on Form 10-Q since the last 10-K was filed. All reports referenced in these filings must also be included.

If Proposer is not required to make such filings with the SEC, the Proposer shall submit:

- a. Audited financial statements for the past three (3) fiscal years, including income statements, balance sheets, and a statement of changes in financial position;
- b. Copies of the latest quarterly financial reports for the past three (3) years;
- c. A statement regarding any material changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions from the past three (3) years, as well as any disclosure of potential mergers or acquisitions.

The City may request additional financial information from the Subcontractors.

2. All direct or indirect fixed or contingent liabilities, bankruptcies and litigation involving the Proposer, its parent corporations, affiliates and subsidiaries.
3. The Proposer's credit ratings by Moody's Investor's Service, Standard & Poor's Corporation, Fitch IBCA, or Duff & Phillips.

C. PERFORMANCE BOND

The City requires that the successful Proposer secure the performance of its obligations under the RFP through a Performance Bond from a financial institution (Issuer) acceptable to the City. The successful Proposer shall provide a Performance Bond in an amount equal to five hundred thousand dollars (\$500,000.00).

The Performance Bond shall secure the performance of the Proposer's obligations through the Startup and secure the Proposer's obligations during ongoing operations. The Performance Bond shall be in place for the duration of the Contract.

The successful Proposer shall propose an Issuer to the City for its approval and shall provide the City with appropriate documentation concerning the Issuer to enable the City to evaluate the financial resources of the Issuer. The City will perform an independent evaluation to determine the acceptability of Proposer's Issuer. At a minimum, both Moody's and Standard and Poor's as either AA for foreign banks or AA-minus for domestic banks must rate the long-term debt of the Issuer proposed by the Proposer. In the event the Proposer elects a foreign bank, the bank shall have offices located in the U.S.A. to conduct the Proposer's business pertaining to this transaction.

With its Submittal, the successful Proposer is required to provide the following information:

1. Name of bank or financial institution that will be issuing the Performance Bond.
2. Long-term debt of the Issuer as provided by Moody's and Standard and Poor's.
3. Financial statements of Issuer.
4. Written statement from Issuer that issuer will honor the Performance Bond set forth in the RFP.
5. Any material deviations to the terms of the Performance Bond set forth in the RFP.

3.5 TERMS AND CONDITIONS

These terms and conditions shall apply to all parts of the RFP described herein.

- A. Except for information and data that is protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.
- B. All records and documentation pertaining to the billing data quality control services shall be maintained for a period of five (5) years following expiration or termination of the contract.
- C. The Proposer shall comply with the rules and conditions found in the City of Chattanooga Standard Terms and Conditions found at website <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>.
- D. The Proposer shall not transfer or assign any interest in the billing data quality control services Contract to another party or person without the prior written consent of the City.
- E. The Proposer shall indemnify, defend, and save harmless the City, its elected officials, managers, employees, and agents from and against all claims, suits, actions, orders, judgments, penalties, or decrees entered by reason of or as a result of the Proposer's negligence in the performance of the work under this Contract. Indemnification shall extend to indirect and consequential damages as well as attorney's fees.
- F. During the term of the contract, the Proposer shall maintain in force the following minimum amounts of insurance coverage: (See attached)

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. The City shall be named as additional insured on the above policies.

The City shall be notified by the Proposer at least 30 days in advance of any cancellation of insurance, changes in insurance carriers or any actions relative the above in insurance requirements.

- G. The contemplated term of the contract is outlined in **Section 3.6; Length of Contract**. Actual term will be negotiated with the successful Proposer. In the event that changes in federal or state laws and regulations require modification of the Contract, the City and Proposer agree to cooperate, as the circumstances require.

H. In the event the Proposer:

1. Fails to initiate services on the date specified or otherwise agreed to;
2. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by this RFP at the specified times;
3. After having begun services, abandons them for any reason;
4. Suspends or refuses to continue services; or
5. Defaults in any manner in the performance under the terms of the Contract (unless the Proposer is prevented from continuing for reasons beyond its control),

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall have interim services completed by another Service Provider in any reasonable manner at the initial Proposer's expense.

The City shall have the right to terminate the Contract after giving a 30 day written notice to the Proposer.

Proposer may terminate contract upon providing 120 day written notice to the City.

- I. Any Contract resulting from the acceptance of a Proposal by the City shall be in a form acceptable to the City and shall contain, at a minimum, those terms and conditions contained in this RFP.

3.6 LENGTH OF CONTRACT

The billing data quality control services Contract shall be for a term of one year and contain an option to renew for four additional 1-year terms.

A. PRICING

The Proposer shall provide pricing for the services proposed. The pricing shall include all direct and indirect labor charges, overhead and profit, transportation, equipment and parts, material cost, and all other related fees, charges, and expenses. All costs to meet the requirements for services that are not included in pricing must be clearly identified.

B. PAYMENT

The City will make payment to the Contractor no later than the 30 days after receipt of invoice. Invoices shall be submitted to Office of City Treasurer, 101 East 11th Street, Suite 100, Chattanooga, TN 37402 with copy to City of Chattanooga Accounts Payable, 101 East 11th Street, Suite 101, Chattanooga, TN 37402.

C. ADJUSTMENTS TO PRICE

The Proposer shall provide an alternative method(s) to be considered for adjusting the price on an annual basis for performing the services over the life of the contract, if required.

Section 4

Review and Evaluation of Proposal

4.0 REVIEW AND EVALUATION OF PROPOSAL

4.1 REVIEW COMMITTEE

A committee consisting of individuals selected by the City will review all proposals submitted. The City, in its sole judgment, will decide if a proposal is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each Proposer's submittal, the City may invite up to three (3) qualified firms for formal presentations. The City reserves the right, however, to invite more or less than this number if the quality of the proposals so merits.

4.3 SELECTION CRITERIA

Selection of Proposers for formal presentations (if any) and one (1) for contract negotiation will be based on an objective evaluation of the following criteria:

1. Technical Performance (25%)

The Proposer's work experience and history of successful completion of projects similar to the City's billing data quality control requirements and its record of completing tasks within originally allocated time frames and budgets will be considered under this category.

2. Technical Qualifications (25%)

The experience of Proposer's key personnel in the successful completion of similar programs will be considered for this category. This includes the degree to which professionals with a broad background in sewer billing data management will be involved in the overall direction of the work. Demonstrated capabilities of the Proposer's staff will also be considered under this category.

3. Resources and Capabilities (25%)

The Proposer's resources and capabilities to carry out this project, including number and description of staff personnel trained in data processing and data analysis will be considered.

4. Price Proposal (25%)

The total cost to provide data analysis services as outlined in the above specifications.

4.4 SELECTION OF FINALIST

After the review of the proposals by the Review Committee and formal presentations (if any), the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist to negotiate an agreement.

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

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 penalty 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.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf