

PURCHASING DEPARTMENT

**101 EAST 11th STREET, CITY HALL, SUITE G-13
CHATTANOOGA, TENNESSEE 37402**

Requisition No.: RFP 161352

Ordering Dept.: Chattanooga Public Library

Buyer: Deidre Keylon

E-mail: dmkeylon@chattanooga.gov (NO E-MAILED PROPOSALS ACCEPTED)

Phone No.: 423-643-7231; Fax No.: 423-643-7244

**Products or Services Being Purchased: LIBRARY MATERIALS RECOVERY SERVICES AND AMOUNTS
OWED COLLECTION**

PROPOSAL MUST BE RECEIVED AS SPECIFIED NO LATER THAN

4:00 P.M. E.S.T. ON DECEMBER 7, 2017

ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED NO LATER THAN

4:00 P.M. E.S.T. ON NOVEMBER 27, 2017

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 of Chattanooga (COC) Terms and Conditions posted on the Website are applicable: <http://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 and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated within Offeror's proposal.

PLEASE PROVIDE THE FOLLOWING:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll-Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Signature: _____

Date: _____

COMPLETED AND SIGNED COVER PAGE TO BE RETURNED WITH PROPOSAL

City Of Chattanooga, Tennessee
Chattanooga Public Library



Request for Proposal

**Library Materials Recovery Services
and Amounts Owed Collection Service**

The Chattanooga Public Library is soliciting sealed proposals from a Materials Recovery agency to work with its Integrated Library System (ILS) and the library's existing policies and practices to assist in increasing the rate of return for long overdue materials and collection of unpaid fines and fees.

SECTION I: ADMINISTRATIVE AND CONTRACTUAL INFORMATION

Introduction

The purpose of this section is to identify the administrative requirements related to this RFP.

Inquiries

Questions concerning this RFP must be in submitted writing and clearly marked as a question for this RFP number, then sent by mail, fax, or e-mail prior to the deadline for questions on the cover page to the attention of:

Deidre Keylon, Buyer
City of Chattanooga
Municipal Building
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Fax: (423) 643-7244
Email: dmkeylon@chattanooga.gov

Any interpretations made to prospective Proposers will be expressed in the form of an Addendum to the Request for Proposal which, if issued, will be posted on the website (www.chattanooga.gov) under Bids/Solicitations at least forty-eight (48) hours before the RFP Due Date specified on the cover page.

Exceptions to RFP Specifications

This RFP is intended to describe The City's minimum requirements and response format in sufficient detail to secure comparable proposals. However, vendors are not precluded from submitting proposals that recommend a solution that differs from the provided specifications as long as the required response format is followed. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of The City.

Implied Requirements

All products and services not specifically mentioned in this RFP but which are necessary to provide the full recommended solution described by the vendor must be included in the proposal.

Vendor-Supplied Materials

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

Issuing Office

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

Rejection of Proposals

The City reserves the right to reject any and all proposals resulting from this RFP.

Incurring Costs

The City is not liable for any cost incurred by vendors, including cost of preparation and delivery of proposal, prior to the issuance of a purchase agreement for the proposed Materials Recovery and Amounts Owed Collection Service solution and will not pay for information solicited or obtained.

Number of Copies and Format

Vendors must submit a response to this RFP with (1) a printed original response, (2) one printed copy, and (3) an electronic copy on a flash drive. The electronic format must be Google Docs, MS Word or PDF. The vendor proposal must follow the format as defined in this document.

Economy of Preparation

Proposals must be prepared simply and economically. They should provide a straightforward and concise description of the Materials Recovery and Amounts Owed Collection Service solution proposed. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis should be placed on clarity and content. Lengthy proposals may be viewed as attempts to obfuscate issues and may be rejected.

Conditions of Agreement

The successful vendor will be expected to enter into contract negotiations with The City that will result in a formal purchase agreement between the parties.

The agency agrees to submit a comprehensive price quotation. The failure or omission of any agency to examine any form, instrument, or document shall in no way relieve any agency from any obligation in

respect to their proposal. All RFPs submitted will be public records subject to disclosure under the **Public Records Act**.

Chattanooga Public Library expressly reserves the following rights:

To base awards with due regard to quality of service, experience, compliance with specifications, and other such factors as described elsewhere in this RFP or as may be necessary in the circumstances.

To make the award to any agency whose proposal, in the opinion of library management, is in the best interest of the library, and not necessarily to the lowest cost agency.

Acceptance Terms of 90 Days

All proposals shall remain firm for a period of 90 calendar days after the date specified for receipt of quotation.

Chattanooga Public Library Not Bound By Oral Statements

Library will not be bound by any oral statement or representation contrary to the written specifications.

All Equipment and Products Warranted As New

Agency warrants that all equipment and products, including software, proposed for sale or license to library shall be new, and shall represent the latest version or release of that equipment or product.

Ownership and Use of Documents

All documents, reports, proposals, quotations, submittals, working papers or other materials submitted to library from the agency shall become the sole and exclusive property of Chattanooga Public Library in the public domain, and not the property of the agency. The agency shall not copyright, or cause to be copyrighted, any portion of said documents submitted as a result of solicitation.

Qualifications of Agency

Chattanooga Public Library may make such investigations as deemed necessary to determine the ability of the agency to perform the work, and the agency shall furnish all information and data for this purpose as the library may request. The library reserves the right to reject any quotation if the evidence submitted by, or investigation of, such agency fails to satisfy the library that such agency is properly

qualified to carry out the obligations of the contract and to complete the work completed therein. Conditional quotations will not be accepted.

Informality

Chattanooga Public Library reserves the right to waive any informality, irregularity, or defect in the process and to select any agency, even if the selected agency does not meet all requirements of this RFP. Any such waiver by the library shall not be deemed a waiver with respect to any subsequent informality, irregularity or defect in the process.

Execution of Contract

No contract shall be binding on Chattanooga Public Library until it has been approved as to form by the Board of Directors and executed by the Library Director, with the authorization of the Chattanooga Public Library Board of Directors.

City Concurrence

Library building is the property of the City of Chattanooga. Library staff will participate in the selection process, review library recommendations, and collaborate with contractor(s) as needed to comply with local codes and building/operational requirements.

RESERVATION OF CITY RIGHTS

In connection with the Request for Proposal and Project, the City of Chattanooga reserves all rights available to it under all applicable laws, including without limitation, and with or without cause, and with or without notice, the right to:

Reject any and all Proposals.

Reject any and all Proposals from any firm that is in arrears or is in default to the City of Chattanooga upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City of Chattanooga, or had failed to perform faithfully any previous Contract with the City of Chattanooga and, if requested, must present within **forty-eight (48) hours** evidence satisfactory to the City of

performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of the Request for Proposal.

Cancel this Request for Proposal in whole or in part at any time prior to the execution of a contract by the City, without incurring any cost obligations or liabilities.

Issue addenda, supplements, and modifications to this Request for Proposal and to revise and modify, at any time before the Submittal Opening Date, the factors and/or weights of factors, if applicable, the City will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology as set forth herein.

Change the RFP Submittal Opening Date.

Investigate the qualifications of any firm and, if required, request additional information concerning contents of its Proposal, and additional evidence of qualifications.

Terminate evaluations of Proposals at any time.

Disclose information contained in a Proposal to the public as set forth herein.

Waive deficiencies in a Proposal, accept and review a nonconforming Proposal, or seek clarifications or supplements to a Proposal as permitted by law and according to City of Chattanooga purchasing practices and procedures.

Exercise any other right reserved or afforded to the City of Chattanooga under this Request for Proposal and to modify the Request for Proposal process in its sole discretion to address applicable laws, codes, or ordinances and to operate in the best interest of the City of Chattanooga.

OTHER GENERAL CONDITIONS

The following general rules and conditions apply to all purchases by the City and shall become a definite part of this Request for Proposal, unless otherwise specified therein. Proposers, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Proposals in response to this Request for Proposal; failure to do so will be at the Proposer's own risk and he cannot secure relief on the plea of error.

Subject to State and City laws, and all rules, regulations and limitations imposed by legislation of the Federal Government, bids or proposals on all advertisements and invitations issued by the City and the Office of the City Purchasing Agent will bind Proposers to all applicable conditions and requirements set forth herein, unless otherwise specified in this Request for Proposal.

FEDERAL OR STATE FUNDING

In the event that the Project is funded in whole or in part by Federal or State grants, Proposer agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures including the provisions of the Davis-Bacon and Related Acts (DBRA) and the Contract Work Hours and Safety Standards Act (CWHSSA).

SECTION II: RFP LIFECYCLE

Introduction

The purpose of this section is to inform prospective vendors 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.

Response Date

Sealed proposals to be considered must arrive at the issuing office on or before the time and date referred to on the cover sheet of this document.

Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, clarity, and conformity to all RFP requirements. Proposals not meeting minimum requirements will not receive further consideration.

Oral Presentation

Vendors submitting a proposal that passes initial screening may be invited to make an oral presentation of their proposal to The City. Invitations will be given solely at the initiative of The City for such purposes as The City deems necessary. Such presentations provide an opportunity for the vendor to clarify the proposal and ensure that a thorough, mutual understanding exists. Oral presentations are not mandatory. These presentations may be conducted in person, by WebEx, or by teleconference.

Product Demonstration

Vendors may be requested by The City to demonstrate the solution they are proposing. Demonstrations will be conducted in the most economical manner possible.

Final Evaluation

After all requested oral presentations and product demonstrations have been completed, the final evaluation will begin. In the final evaluation, the proposals submitted by the vendors will be reviewed

and a recommendation will be made by an evaluation committee for the proposal that is considered to best satisfy The City's requirements.

For any service or product to be used by a City of Chattanooga Agency, any recommendation by the evaluation team or staff members is subject to review. A recommendation will be made to the governing Board of Directors for the Chattanooga Public Library, who will make the final decision based upon whatever factors it considers pertinent.

The Purchasing Department will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements. Therefore, Agencies responding to this RFP should exercise particular care in reviewing the Proposal Format required for this RFP.

The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Purchasing Department may request presentations by the agency, may carry out contract negotiations for the purpose of obtaining best and final offers, and may conduct detailed reference checks on the short listed proposers.

The Chattanooga Public Library and the Purchasing Department reserve the right to contact any and all references to obtain, without limitations, information regarding the agency's performance on previous projects. A uniform sample of references will be checked for each short-listed agency.

Proposal Acceptance

After the final evaluation, the chosen vendor(s) will be notified and contract discussion and negotiation between The City and the selected vendor(s) will begin. The content of this RFP and the successful vendor's proposal will become an integral part of the contract, but may be modified by provision of the contract. Vendors are requested to submit current contract forms with their proposal for review by The City.

Section III: *Evaluation Criteria and Scoring*

In evaluating response to the Request for Proposal, the EVALUATION COMMITTEE will take into consideration the project approach, technical quality, qualifications, and price proposal as proposed by the VENDOR. An interview may be needed for clarification and may become part of the criteria evaluated. The total weighted score is 100%. The following Evaluation Criteria will be considered in reviewing submittals.

The extent to which the respondent can meet the requirements for Polaris Collection Agency Module, and material recovery practices. (technical quality)	30 %
Extent to which the agency can provide the required services as outlined in this document, including software services, financial reporting, and performing activities related to the management of delinquent accounts. (technical quality and project approach)	25%
Respondent's past and current record in performing this service for libraries circulating over 500,000 items or more. (qualifications)	20%
Costs of the proposed service to the Chattanooga Public Library (cost)	15%
Agency's financial stability (qualifications)	10%
Total	100%

Section IV: Requirements for the Proposal

Agency Proposals

The Chattanooga Public Library will accept responses from agencies that have negotiated contracts with other libraries and government agencies. Responses to the RFP are to include the following:

Cost

Provide one-time and recurring cost for a period of 1 to 5 years.

Installation and Operational Requirements

Installation/operational requirements of any software or product required to transmit customer information.

Customer Support Proposal

Customer support, service hours and levels.

References

Agency must provide a minimum of five (5) client references, including four (4) from medium sized public libraries. Please include contact name, telephone number and e-mail.

Training

Proposals must include all training plans and costs. Training must be provided for each city role required for implementation and for future sustainability of the proposed Materials Recovery and Amounts Owed Collection Service solution. The vendor is expected to be familiar with any software and services recommended in the proposal.

Technical Support Services and Cost

Proposals must provide all costs associated with supporting the proposed solution.

Cost Summary

Vendor must supply a listing of their products and services in the form of a catalog or a line item detail to support Proposal Cost Summary in Appendix A.

Section V: Requirements for the Proposed System

Introduction

The purpose of this section is to describe the required and desired features of a solution for The City. The vendor may propose additional features and options to be considered. The sequence in which the following items appear in this document does not represent any priority of importance for this proposal. The City requests that prospective vendors use these specifications to develop proposals within the guidelines set forth in this document.

Background

The Chattanooga Public Library's mission is to be the community's catalyst for lifelong learning. The Chattanooga Public Library is a distinctive, vital, and widely-used community service with its four (4) branches. More than 73,119 Chattanooga area residents have a library card. The library circulates more than 670,767 items annually. The bibliographic database currently holds 156,835 titles with more than 249,068 items that include adult and children's books, magazines, newspapers, compact discs, and DVDs. Since 2011, the library has been on the Polaris Integrated Library System (ILS) platform. The current version is 2013 4.1R2.

Scope of Services

The Chattanooga Public Library intends to contract with a single agency capable of providing material recovery services for long-overdue library books, CDs, DVDs, and any other material loaned by the library. The selected agency will receive a list of delinquent accounts from the library, via the internet, and will follow a defined plan to attempt to recover the material. The agency guarantees that the value of materials and revenues recovered/returned/waived will equal or exceed the amount received as payment for services. Selected agency's recovery plans, policies and procedures must be clearly defined and be within all limits specified by the Federal Fair Debt Collection Practices Act. Annually,

approximately 3,000 customer accounts exceed the amounts owed threshold of \$25 or more. The Library in no way represents, warrants or guarantees the minimum or maximum amount of accounts that may be forwarded for collection.

General Requirements

Materials Recovery Practices

The agency must be able to ensure the confidentiality of all library computer files, files and related documents, and its practices must adhere to all applicable Tennessee laws on the confidentiality of borrower records in interactions with patrons.

The agency must demonstrate that no information on titles of library materials checked out is captured or retained by its database. It is expected that the agency will refer patrons to the Chattanooga Public Library for specific information on the content of accounts.

All work performed shall be conducted according to applicable provisions of the Federal Fair Debt Collection Practices Act, and it shall include a series of both telephone contacts and written communications.

Written communications on behalf of the library must be approved by the Chattanooga Public Library.

The agency must have a written procedure for counting and managing patron complaints regarding the library's practices.

The agency must demonstrate through information about its corporate philosophy, its procedures, and its past performance with libraries circulating over 500,000 items per year, that its emphasis is on materials return and on maintaining patron goodwill.

Other Requirements

The agency shall offer at a minimum a 90-day, no-risk trial for materials recovery services. At the end of this trial, 90 days or otherwise, agency must guarantee that value of material returned, paid for or otherwise negotiated by library staff from accounts referred to its services, will meet or exceed the costs incurred by the library to purchase the materials retrieval service.

In the event that materials returns do not meet this criteria, the library will cancel the contract without any penalties.

The agency will be expected to help with on-site training and implementation as needed by the library at no extra cost.

Financial Reports

The agency shall provide to the library on a monthly (or other agreed upon) basis a report that details, for each patron, the value of materials returned, money received, charges waived and balance due.

The agency shall provide to the library an annual financial summary report as of June 30 (Chattanooga Public Library's fiscal year-end) including totals for receipts, net accounts receivable, total accounts receivable and collection percentage. This report should be submitted to the library no later than July 30 of each year.

The agency shall also provide custom, ad-hoc reporting requested by the library at no additional charge.

The agency's software should maintain accurate records of any collection transactions received, including cash, money order, credit card and checks.

Although it is expected that most payments will be made directly to the library, all money received by the agency shall be forwarded to the designated office or individual in the library on or before the tenth (10th) calendar day of each month, beginning one (1) month following the execution of the Contract,

Contractor shall remit to the Library a sum equal to the total sum actually collected by the Contractor or paid directly to the Library less compensation due to the Contractor pursuant to the Contract.

The agency shall provide written documentation of the library account number corresponding to payments written on all payment transactions.

Managing Delinquent Accounts

Agency shall provide a timeline of when and how patrons will be notified and/or contacted.

Agency shall provide the option of submitting accounts, according to library specified parameters, to credit bureaus and maintaining them in an active status for seven years or until the contract with the library expires.

The agency shall provide skip tracing services to locate patrons with bad addresses and phone numbers. The agency shall provide the library with new addresses and/or phone numbers acquired, cross-referenced by patron account, on a monthly basis, or other scheduled as negotiated.

When the library provides date of birth or juvenile and teen codes, the agency shall direct telephone and written notification to the parent of patrons under the age of eighteen.

The agency shall provide the library 24-hour, live, interactive account access to patron information provided in the agency database. The secure connection should allow the library to look at all accounts submitted to the agency, active or inactive, and their current status. The library must be able to see all collection activities that have occurred on the accounts.

Designated library staff must be able to readily suspend accounts, generate paid-in-full letters on contractor letterhead, and create reports directly from the agency secured database 24 hours a day, seven days a week.

Agency will exercise its best ethical, prudent, lawful and professional efforts to secure collections on all accounts referred by the library. Collections activities shall comply with all federal, state and local laws, including the Federal Fair Debt Collection Practices Act.

Agency shall report all uncollectible accounts to the major credit bureaus. Reporting must be done in accordance with all federal, state and local laws, including but not limited to, the Fair Debt Collection Practices Act, the Federal Equal Credit Opportunity Act, the Consumer Credit Protection Act and the Tennessee Fair Debt Collection Practice Act. Agency shall not report accounts to the credit bureaus until the agency has worked the account for at least 60 days.

At the request of the Chattanooga Public Library, the agency shall remove an account notification from all affected bureaus and provide a copy of that notification to the library.

Agency shall not assign or subcontract any portion of this agreement or transfer or assign any claim, pursuant to this contract, without the written consent of the Chattanooga Public Library.

Agency shall make contacts with delinquent accounts under the name of the agency and not the Chattanooga Public Library or any of its branch libraries.

Any compromise settlement of principal or charges shall be agreed upon in writing between the agency and the Chattanooga Public Library prior to acceptance.

Vendor Information

Prospective vendors should provide the following information pertaining to their organization and this project:

- Size of the organization
- Public financial records from the past two years
- Client list including those using products recommended by the prospective vendor
- Number of years in business providing similar services

- Number of service and support personnel in the organization
- Frequency of software updates (if applicable)
- A reference list including clients who have used the vendor's services
- A list of all government clients who have used the vendor's services
- A firm timeline for implementation
- A project start date commitment
- A resource availability date commitment
- Complete references for the prospective vendor's Project Manager for this project
- A required roles list for initial implementation and for future sustainability.
- A sample project plan
- Detailed information on prospective vendor's "discovery" methodology

Prospective vendors, regardless of previous experience with Materials Recovery and Amounts Owed Collection Service solutions, should demonstrate a thorough knowledge of the differences associated with municipal government Materials Recovery and Amounts Owed Collection Service as opposed to those of the private sector with regard to security, open records, data availability, and public safety considerations.

Prospective vendors should understand that adherence to all vendor-proposed dates and timelines will become part of said vendor's contractual obligation should their proposal be selected by The City for its Materials Recovery and Amounts Owed Collection Service solution.

Management Summary

Provide a cover letter indicating the underlying philosophy of your firm in providing this service. In order to facilitate the evaluation process faster, please complete the RFP cover page as requested, listing the name, address, phone number, fax number and e-mail address of the person capable of answering any questions that may arise during the evaluation process (please print or type).

Business Plan

Describe in detail how the services will be provided.

Compensation and Cost Data

Provide details of any costs that Chattanooga Public Library may have to incur with the establishment of this contract.

Corporate Experience and Library

Provide information documenting your firm's qualifications to produce the required outcomes, including its ability, capacity, skills, financial strength and number of years of experience in providing the required services.

Key Personnel

Provide resumes of all personnel that will be working on this contract.

Customer Listing

Provide a listing of all current customers for all work of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

- o Client name, address, and current telephone number
- o Description of services provided
- o Time period of the project contract
- o Client's contact reference name and current telephone number

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal, or cancellation of the contract and your suspension or debarment from further business with Chattanooga Public Library.

Acceptance of Conditions

Indicate any exception to the City of Chattanooga terms and conditions, to the general terms and conditions of the RFP, and to requirements listed in the RFP.

Detailed Cost Schedule

Provide service startup costs and fees schedule by type of service and volume of transactions.

PAYMENT AND COLLECTION EFFORTS

Requests for payment shall be sent to: Library Business Office, 1001 Broad Street, Chattanooga, TN 37402 as well as emailed to nphillips@lib.chattanooga.gov.

When requested by the Authority, either orally or in writing, Contractor shall suspend its collection efforts on any account and take no further action thereon as notified by the Authority.

Any notice or communication permitted or required by this Contract shall be deemed effective when personally delivered or deposited, postage prepaid, in the First Class Mail of the United States, properly addressed to the appropriate party at the address set forth below:

CONTRACTOR shall furnish AUTHORITY with a daily itemized reporting showing for such period the amount of payments received, the date of the payments, account number and the debtor's name.

CONTRACTOR will provide online access to the AUTHORITY.

CONTRACTOR: _____

AUTHORITY: Chattanooga Public Library
Business Office
1001 Broad Street
Chattanooga, TN 37402

Additional Services are those services related to the scope of services of CONTRACTOR but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by AUTHORITY in accordance with AUTHORITY's Supplemental Agreement procedures. AUTHORITY reserves the right to perform any Additional Services with its own staff or to retain other CONTRACTORS to perform said Additional Services.

CONTRACTOR shall maintain for five (5) years after completing of all Services and Additional Services hereunder, all records under this Agreement, including, but not limited to, records of CONTRACTOR's direct salary costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep such records available for inspection and audit by representatives of the Department of Finance of AUTHORITY at a mutually convenient time and without prior notice.

CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide AUTHORITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify AUTHORITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by AUTHORITY arising out of CONTRACTOR's breach of this requirement.

FACILITIES AND EQUIPMENT TO BE PROVIDED BY AUTHORITY

AUTHORITY shall *[check one]*

☐ Not furnish any facilities or equipment for this Agreement;

or

☐ Furnish the following facilities or equipment for the Agreement

[list if applicable]:

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CONTRACTOR shall [*check one*]

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any clients, contracts, or property interest for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property for this project.

LITIGATION STATEMENT

CONTRACTOR shall [*check one*]

☐ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM,** submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Functional Requirements

Disaster Recovery Plan

The agency shall have and maintain a disaster recovery plan to protect the Chattanooga Public Library's receivables and the confidentiality of the information contained therein. The agency shall propose an off-site storage location and plan for backing up data daily if the agency's case management system is used.

Credit Card Services

The agency may include a service option capable of accepting and processing credit card payments online or via telephone for Visa and MasterCard. The agency would be responsible for payment of the merchant's discount fee. The cost for this service must be included as a separate item within the overall price quoted in the bidder's proposal or in their fee schedule.

Mailing Costs

The agency shall absorb all costs for post office boxes, regular, overnight, and certified mail required for the responsibilities set forth in this contract.

Information Research Services

The agency shall be responsible for any costs associated with securing information regarding debtors along with any fees/charges associated with clerical support and reproduction of documentation costs. The costs for these services should be included in the overall price quoted in the bidder's proposal. If required, such support and costs may be defined in the contract negotiated.

Contract Continuity/Transitional Period

The Chattanooga Public Library reserves the right to terminate the contract at any time by providing thirty days written notice for convenience or cause. In the event the services are scheduled to end either by contract expiration or by termination by the library (at the library's discretion), it shall be incumbent upon the agency to continue the services, if directed by the library, until new services can be completely operational. Normally, this transitional period will not extend more than one hundred and eighty (180) days beyond the expiration date of the existing contract.

Ownership/Confidentiality of Information

The agency will become the holder of and have access to confidential information. The agency agrees that it will keep such information confidential and will comply fully with the laws and regulations of the State of Tennessee, ordinances and regulations of the Chattanooga Public Library, and any applicable federal laws and regulations, including amendments thereto, relating to confidentiality.

Ownership of all data, material, proposals, manuals, training sessions and documentation (including work papers) originated and prepared for the library pursuant to this contract shall belong exclusively to the Chattanooga Public Library, and is to be used only for the collection of Chattanooga Public Library debt. The Library is subject to the Tennessee Public Records Act and must comply with the disclosure requirements of such laws. Therefore, the confidentiality of such material may be lost, and the Library assumes no liability for the disclosure of any information required by law.

Appropriate Records

The agency shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the performance of all services provided to the library. All records so maintained shall be in accordance with generally accepted accounting principles. The agency shall maintain for all accounts appropriate ledger records that reflect the original balance, additional charges, adjustments, collections, commissions and all payments received in order to settle disputes that arise from the collection activities and to provide a clear audit trail for the library.

The Chattanooga Public Library and/or its authorized representatives shall have the right to access all records that pertain to work performed under this contract. This includes the library's right to access financial and accounting records that support the agency's billing for services provided at any time during the contract period and for three (3) years from the expiration date and final payment of said contract. All records of the contractor relating to this contract shall be retained for five (5) years following the date of final payment under this contract. Nothing in this contract shall be construed to permit or authorize the agency to destroy or eliminate documents, records or files in violation of any statute or rule governing the agency's retention of records.

Auditing

To ensure that proper procedures are used to collect the Chattanooga Public Library's outstanding delinquent accounts, together with the appropriate penalties and miscellaneous fees, the library reserves the right to complete an annual audit by an independent certified public accountant, which shall be provided and paid for by the library. Costs for all other financial operations relative to this contract shall be borne by the agency. The auditors shall deliver these audit reports directly to the Finance Manager of the library. In addition, the agency shall provide to the Finance Manager, a copy of all non-privileged portions of any other internal or external audit performed by the company. Further, the related records of the agency may be reviewed or audited by the library's internal auditor and personnel. These records will be made available during normal business hours.

Duration

The successful agency will enter into a contract with the Chattanooga Public Library. Refer to Attachment A for details, terms and conditions.

Agency Proposals

The Chattanooga Public Library will accept responses from agencies that have negotiated contracts with other libraries and government agencies in Tennessee. Responses to the RFP are to include the following:

Provide one-time and recurring cost for a period of 1 to 5 years.

Installation/operational requirements of any software or product required to transmit customer information

Customer support, service hours and levels

Agency must provide a minimum of 5 client references, including four from medium sized public libraries. Please include contact name, telephone number and e-mail.

Technical Requirements

Polaris Library Systems

Agency must demonstrate successful interface with the Polaris Integrated Library System.

Agency must plan and maintain the interface to be current with Polaris software releases, patches or upgrades, at no cost to the Chattanooga Public Library.

Software:

The agency shall accept automated data transfer and payment information from the Library's existing integrated library system, Polaris.

The agency is expected to work, at no cost, with the library's IT department and the software provider to ensure accurate and timely transmission of data.

Agency shall provide acknowledgement of all electronically submitted accounts in an agreed-upon form of report.

Agency will assist library staff in testing implementation of materials recovery services prior to initiating service for delinquent accounts.

Vendor must incorporate the items in the checklist within Appendix C and/or Appendix D into a contract or exhibit to the City's Standard Terms and Conditions that is to be agreed upon.

Appendix A: Proposal Cost Summary Form

The undersigned, being familiar with the requirements of The City of Chattanooga Request for Proposal for a Materials Recovery and Amounts Owed Collection Service solution, proposes to furnish products and services to The City in accordance with that request.

The summary below reflects projected cost for The City for the Materials Recovery and Amounts Owed Collection Service solution and implementation. Supporting detail must be attached in the form of a catalog or a line item detail describing hourly rates, projected expenses, software and hardware expenses, annual support and maintenance, discounts along with any other detail that will lead to a clear understanding of the proposal.

Item	Cost
Total amount charged per account settled	

Appendix B: Affirmative Action Plan

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 the 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 the 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 this contract 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)

Appendix C: Iran Divestment Act Attestation Form

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: www.tn.gov, type in search term "List of persons pursuant to Tenn.Code Ann. 12-12-106," to see a link to the "Public Information Library."

<https://www.tn.gov/generalservices/article/Public-Information-library>; There, click on List of persons pursuant to Tenn.Code Ann. 12-12-106. The link for the list which is periodically updated is:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn_Code_Ann_12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

Appendix D: Affirmation and Signature

In submitting this proposal, I understand that The City reserves the right to reject any and all proposals.

The undersigned further agrees that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between his or herself or any other interested party.

Business Name	
Mailing Address	
City, State, Zip	
Business Phone Number	
Fax/Other Number	

Printed Name of First Signatory	Title
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Signature	Date
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Printed Name of Second Signatory	Title
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Signature	Date
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