

City of Murfreesboro



Request for Competitive Sealed Proposals (RFCSP-42-2026)

for

CITY COLLECTIONS SERVICES

ISSUE DATE: JUNE 16, 2026

RESPONSE DUE DATE: JULY 7, 2026

1. Introduction

The City of Murfreesboro (“City”) is issuing a Request for Competitive Sealed Proposals (RFCSP) from qualified vendors for Collection Agency Services for City Departments’ Delinquent Fees, Fines, and Costs. This Request for Competitive Sealed Proposals (RFCSP) is subject to the instructions, conditions, specifications, addenda, and any other elements of this RFCSP, including those incorporated by reference.

2. Competitive Sealed Proposal Process and Schedule

The Competitive Sealed Proposal method is appropriate when qualifications and experience are of particular importance and price is one of several factors used to determine the best service provider. This method requires each participant to submit a proposal based on certain specified elements with knowledge of the factors used to evaluate the proposal and their relative weight. After the sealed proposals have been submitted and reviewed, the City may obtain additional information or clarifications, including additional “last and best” final offers from participants, prior to making its final selection, provided that information from one proposer is not disclosed to another. The City will select a responsible and responsive proposer whose proposal is determined to be the most advantageous to the City taking into consideration all of the evaluation factors. The City reserves the right to choose more than one proposer to further evaluate and negotiate a final contract.

2.1 Schedule

The City intends to adhere to the following schedule for the selection process; dates may be adjusted by the City as needed.

No proposals will be accepted after July 7, 2026, at 2:00 P.M. local time.

Activity	Target Date
RFCSP Issued	June 16, 2026
Submittal of questions via OpenGov	June 30, 2026
Answers to questions	June 30, 2026
Proposals submitted	July 7, 2026
Selection	TBD
Negotiation of contract	TBD
City Council action	TBD

2.2 Evaluation Criteria

The City will award the contract to the most responsible and responsive Proposer, whose Proposal meets the specifications of this Request for Competitive Sealed Proposals and whose Proposal is the most advantageous to the City after consideration of the evaluation factors described in Section 7 and all requirements of this RFCSP. The City will determine whether a Proposer is responsive by evaluating the completeness of the Proposal submission and the acceptance, without exception or limitation, of the services requested. The City may conduct such investigations as they deem necessary to establish the responsibility, qualifications, and abilities of Proposers. The City reserves the right to reject any and all proposals.

The City will contract directly with organizations capable of performing the requirements of this Request for Competitive Sealed Proposals. Respondent's proposal must clearly be defined and all sections of this RFCSP pertaining to those services must be completed.

Proposers must specifically respond to all of the specifications of this Request for Competitive Sealed Proposals and to all questions.

The factors that will be used to evaluate proposals are described in Section 7 and the points allotted to each set of criteria are listed. There are **100** total points possible. **Partial points may be awarded** based upon the strengths and abilities of the Proposer to provide some portion of the desired services.

2.3 Finalist Selection

The City *may* choose to select two or more Proposers from the RFCSP responses to further evaluate as finalists through on-site presentations. Finalists will then be allowed to submit revisions to their proposal. Depending on such additional submittals, the City may, but is not required to, allow proposers to revise their proposal in order that the City may obtain the best final offer, all in accordance with T.C.A. § 12-3-1207 and the City's procurement code. Additional investigation may be performed to assist in selecting the finalist.

3. Submittal Instructions/Contact Information

The City is only accepting electronic bid submissions. Bidders must create a free account with OpenGov by signing up at <https://secure.opengov.com/signup>.

Any inquiries, questions, or requests for explanation in regard to the City requirements must be received no later than **June 30, 2026**, by 2:00 p.m. local time via OpenGov. No oral interpretation or clarifications

will be given as to the meaning of any part of the Request for Competitive Sealed Proposal documents. Prospective proposers desiring further information or interpretations must make requests in writing through the **Question/Answer Tab** via the City's e-Procurement portal, OpenGov, on or before **June 30, 2026**, by 2:00 p.m. CST. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to bidders on record as following this solicitation on the City's e-procurement portal. Answers to all inquiries or requests involving substantive matters will be provided in addendum form. Any addenda shall be posted on OpenGov. Addenda notifications will be emailed via OpenGov to all persons on record as following this RFCSP. Failure of any proposer to receive any such addenda or interpretation shall not relieve such proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents. Any questions regarding any of the terms contained in this Request for Competitive Sealed Proposals should be directed to:

Cathy Smith, Purchasing Director
111 West Vine Street, Murfreesboro, TN
629-201-6311
purchasing@murfreesborotn.gov

No City staff member other than Cathy Smith should be contacted in regard to this Request for Competitive Sealed Proposals.

The City of Murfreesboro is not responsible for technical errors or omissions made by prospective bidders during the bid submission process that may result in a bid not being submitted, being submitted incompletely, or being submitted incorrectly. In the case of technical issues that are verified to be a City error, the Purchasing Department will take reasonable steps to resolve the issue so that the process remains fair to all bidders.

4. Background and Overview

4.1 General Responsibilities

The City's general government expects, but does not guarantee, to regularly refer for collection action, delinquent accounts for which the Finance Director, City Court Clerk, Water Resources Director, or other City departments are charged with collecting. The accounts referred for collection shall be those accounts that the City departments elect to refer for collection proceedings. It is the City's intention to refer accounts considered delinquent; however, the City cannot guarantee or make representations as to established minimums that it will refer for collection for any period of time.

Property tax collections and business tax collections will not be included under this Request for Competitive Sealed Proposals.

Potential, but not guaranteed, referrals for collection may be: (1) miscellaneous receivables that could range from \$50 to over \$5,000; (2) delinquent tickets issued by the Murfreesboro City Police Department that could range from \$50 to more than \$500; (3) Water Resources Department accounts receivables that could range from \$5 to more than \$5,500 and (4) other receivables of the general government as may be turned over for referral for collection by the Finance Director, Court Clerk, Water Resources Department Director or other City department as determined to be appropriate.

The Contractor can expect to receive accounts in the 45+ day delinquent category as well as on other time frames.

It is anticipated that City will begin referring collection matters to the selected Contractor on or before August 1, 2026.

City expects the selected agency or firm to be a full range collection attorney or agency that is capable of handling either a small or a large volume of delinquent accounts receivable. A complete description of the required services is set forth in Section 5 of this RFCSP, *Scope of Services*.

5. Services Requested/Scope of Work

General Responsibilities and Services to be provided

5.1 *Purpose.*

The City is soliciting innovative proposal responses from interested and qualified proposers to provide collection services for the Finance Director, City Court Clerk, Water Resources Director, and other City departments that are charged with collecting accounts in the 45 + day delinquent range as well as on other time frames as may be required.

5.2 *Background Information.*

The City of Murfreesboro is a municipal corporation government located in Middle Tennessee. The City serves a population of approximately 170,000 individuals who live in the city limits.

The City is seeking to outsource the collections activities for delinquent accounts for various City departments with an organization that can offer a best-practice solution utilizing proven technology.

The City will have one person from City Court and one person from the Water Resources Department who manage the resulting contract(s) and will be the primary person to contact regarding any issues that need to be resolved.

Pursuant to Tennessee Code Annotated Section 40-24-105(e)(2), the amount paid to a collection agency as consideration for collecting City Court fines and costs may not exceed 40% of the sums collected.

5.3 *Project Roles and Responsibilities.*

5.3.1 City's Role and Responsibility

- a. Coordinate overall project management.
- b. Provide Contractor with list of accounts receivable and all contact information held by City.
- c. Provide Contractor with updated accounts receivable information as many times as necessary be it daily, weekly, bi-monthly or monthly.
- d. Right to Recall.

The City shall retain the right to recall any account at any time that it feels it is not in the best interest of the City to pursue such account. The City may recall all accounts that have been placed with the Contractor if those accounts come under the jurisdiction of any bankruptcy court within the United States. Accounts that were sent in error will be recalled without impacting the customer's credit.

e. Accounts in Bankruptcy.

In any case where an account has been certified and assigned to the Contractor and that account becomes the subject of a bankruptcy proceeding, the Contractor shall immediately, on discovery, return the account to the City and no fee will be generated on the remaining balance. All bankruptcy notification documents or information received by the Contractor shall be forwarded along with the returned account to the City.

5.3.2 Contractor Role and Responsibility

a. **Contractor shall perform the collection services. Contractor shall not violate any local, state or federal law in the course of performing work on this project or on behalf of City for this project.**

b. Contractor must act in a legal, ethical, and professional manner adhering to the highest professional standards and ethics in providing the City with a complete collection service capable of handling a large volume of delinquent accounts.

c. Contractor shall receive delinquent accounts for collection from the City and provide an immediate electronic or written acknowledgment of the receipt of those accounts to the City department sending notifications. The method of data transfer from the City to Contractor will be by secure electronic email, secure FTP, secure cloud , or Internet Web based technology of the data file. If for any reason, the City is unable to provide electronic transfer of data, Contractor shall accept a hard-copy listing of referred accounts.

d. The Contractor and any of its sub-contractors shall comply with the FACTA Red Flag rule and maintain Payment Card Industry ("PCI") compliance, in the flow of collections where sensitive customer and payment information is stored, transmitted, or updated.

e. Contractor shall make its best effort on each and every delinquent account referred to it to collect the sums due and owing to the City.

f. Contractor shall, within ten (10) calendar days of each month's end, using a form acceptable to the City, furnish to the appropriate City department contact, a monthly accounting (as of the last day of the previous month) showing for each and every delinquent account from which money was collected during the month, the following information:

- (1) names of the debtor and of the City department that referred the delinquent account to the Contractor;
- (2) amount collected that month;
- (3) remaining balance owed;
- (4) contractor's commission amount to be included in the monthly collections report;
- (5) customer account number, the amount and date originally referred to the Contractor, the amount collected to date;

- (6) separate listing of accounts by department (i.e., City Court, Water Resources, etc.) as opposed to a total City listing; and,
 - (7) upon request, and within a reasonable time, such other information and reports relating to its activities under this contract as the Administrator or a designated City contact may reasonably require.
- g. Contractor shall, with the monthly accounting, remit all sums collected with an invoice stating the fee owed to the Contractor. The City shall issue payment for the collection fee owed to Contractor within thirty (30) days of receipt of the invoice. Separate remittance shall be made to Murfreesboro Water Resources Department. A separate invoice should be provided representing collection fees owed by Murfreesboro Water Resources Department.
 - h. Contractor shall at any time during normal business hours and as often as the City may deem necessary, make available for examination, by the City, all of its records with respect to all matters covered by the contract.
 - i. Contractor shall permit the City to audit, examine, and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by the contract. The City may, at its option, permit the Contractor to submit its records to the City in lieu of the retention requirements of this section.
 - j. Upon request, the Contractor will provide a status report for each City department summarizing collection activity during the preceding quarter, year or fiscal year. At a minimum, the report will include: 1) the City account number 2) the Debtor's name; 3) the amount and date referred 4) the amount collected to date, and 5) date of last payment.
 - k. Upon partial or complete termination of the contract, the Contractor shall return all of the affected collection matters previously referred to the Contractor and shall render a final accounting upon such termination of the contract.
 - l. Contractor shall be solely liable for any costs whatsoever incurred by it in the collection of sums referred to it for collection including but not necessarily limited to all costs, fees and charges for litigation involved with collection activities.
 - m. Contractor shall establish and maintain a financial management system that establishes separate sub-accounts for the following City departments:
 - 1) General government
 - 2) City Court
 - 3) Water Resources Department
 - 4) Any other departments of the City as applicable.
 - n. Contractor shall provide accurate, current, and complete disclosure of all financial transactions relating to the contract.
 - o. Contractor shall effectively control and account for all municipal funds and contract property.

- p. Contractor shall provide a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.
- q. At any time during normal City business hours and at no charge or expense to the City, the Contractor shall provide the status of any collection matters and be available for consultation and resolution of collection matters and any complaints that may be generated from the Contractor's collection activities or practices.

Contractor may from time to time make recommendations concerning the City's collection thresholds and establishing dollar thresholds and criteria for collection actions and litigation; however, the final decision as to how to proceed shall be the decision of the City.

- r. Contractor shall not incur costs for which it will seek reimbursement from the City on any City accounts without prior written approval for such costs.
- s. The agreement to provide services is with the expressed intention, understanding, and knowledge that the relationship between the City and the Contractor is that of an independent contractor. The Contractor shall have no power or authorization to bind or otherwise obligate the City on any matter whatsoever. If in the opinion of the Contractor, the most cost-effective method of collecting a debt is through settlement, the Contractor must obtain the City's authorization to engage in any settlement discussion.
- t. The Contractor shall secure written approval from the City before any records, data or any other information relating to this agreement are released to anyone other than those requiring the information for the performance of work under this agreement.
- u. The Contractor shall not advertise, market, or disclose to any other party any information relating to the making of this agreement, nor commercially use the City's name without express written consent of the City.
- v. In order to receive the highest possible allowance for collections the following requirements must be met:
 - 1. payments must be reported on a separate remittance daily for City Court debts, and monthly for all other City debts;
 - 2. payment should be posted to the most aged account of an individual;
 - 3. Contractor shall disclose any reversed or returned payment within forty-eight (48) hours of notification. On the next inventory report, an update to these accounts should be included;
 - 4. Contractor must maintain documentation evidencing that a reasonable effort has been made to collect the account;
 - 5. Contractor must maintain documentation that parking citation violators were sent written notice of the debt from the Contractor prior to the debt being reported to a credit bureau, which shall be readily available to the City via mail, email or fax; and,
 - 6. Agency shall not report a debt to a credit bureau unless the debt is collectively fifty dollars (\$50.00) or greater.

- w. Contractor shall return to City the amount of money equal to the gross percentage of collections guaranteed by Contractor to City.
- x. Contractor shall provide City with reports in a format agreed upon by the Parties of the following:
 - 1. active accounts showing the following: individual name, citation number or account number, date of citation/account, original amount turned over to Contractor, total payment, balance due, and grand total of accounts on file, both dollars and numbers; commission due Contractor; total paid to City – monthly for that month's activity only; and,
 - 2. all activity, giving the number of accounts, dollar amount, adjustments, recalls, returned, paid in full, dollars collected and percentage collected – daily, monthly and annually for all accounts; list of accounts declared uncollectible.
- y. Contractor shall provide proof of experience in collection services for general government entities. A minimum of three years' experience is required.
- z. Contractor shall provide services in a diligent and non-discriminatory manner.
- aa. Contractor shall expeditiously and diligently provide collection services on all claims referred and received by employing lawful, ethical, and non-discriminatory means, methods, and procedures.
- bb. Contractor shall return all accounts determined to be "uncollectible" to the City after a period of time determined by the City.
- cc. Contractor shall maintain documentation for all work performed and charges to the City for the current fiscal year (ending June 30th) plus the last three fiscal years, and longer if required by law or other audit authority. Contractor's records shall include but not be limited to accounting records (hard copy as well as computer readable data), written policies and procedures, subcontractor records and files, correspondence, general ledger entries, logs, and other supporting evidence deemed necessary by City to verify and substantiate transactions pertaining to City accounts turned over to the Contractor and any other work the contractor performs on behalf of the City, related to this contract.
- dd. All records shall be open for inspection and subject to audit and/or reproduction by the City or the City's agent or its authorized representative.
- ee. Such audits may require inspection and copying from time to time and at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, recordings, agreements, subcontracts, notes, daily diaries, logs, management reports, receipts, bank records, vouchers and memoranda, and any and all agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the contract and the related contract documents.

- ff. Contractor shall provide City employees, agents or its authorized representatives with access to the Contractor's facilities, and all necessary records.
- gg. Contractor shall permit City employees, agents or its authorized representatives to interview any current or former employee of the Contractor who worked on or had knowledge of City business.
- hh. Contractor shall provide City employees, agents or its authorized representatives with adequate workspace in order to conduct audits in compliance with this provision.
- ii. If an audit or examination in accordance with this provision discloses overcharges (of any nature) or errors resulting in monies due City or embezzlement, fraud, or dishonesty, the actual cost of City's audit and related legal fees (if any) shall be reimbursed to the City. Any adjustments and/or payments, which must be made as a result of such audit or inspection of the Contractor's records, shall be made to the City within a reasonable amount of time (not to exceed ninety (90) days) from the time of presentation of the City audit findings to the Contractor.
- jj. Contractor shall provide the City with proof of an annual audit (opinion audit), complete with a certificate of compliance with generally accepted accounting practices, relative to the collection of City accounts at the end of each year.
- kk. Contractor shall provide to the City, personnel that have experience in performing the kind of assessment(s) required in the Description of Required Performance Objectives and Deliverables listed in this RFCSP.
- ll. Contractor shall provide the very best services in order to collect the highest amount of accounts receivable.

5.4 Requirements of Contractor Regarding Legal Representation/Litigation Support.

- a. The Contractor, at the written direction of the City Attorney, may represent the City in all litigation relative to collection efforts for delinquent accounts turned over to the Contractor, including bankruptcies and enforcement of judgments.
- b. Contractor will provide the City Attorney with copies of all documents served or filed.
- c. When the Contractor(s) determines that an account should proceed to litigation, the Contractor(s) shall provide the City Attorney with a request to proceed with preparation of the account for litigation. If written authorization is given, the Contractor(s) shall notify the City that the account is proceeding to litigation. Contractor(s) shall prepare the account for litigation, including preparation and filing of summonses and complaints, obtaining service of process, preparation and service of subpoenas, collection and preparation of exhibits, including those evidencing the account and payments made or not made, bad checks, etc., and all other work required for litigation including representation of the City in court. Proposers should describe thoroughly all litigation services that they propose to provide.

- d. Contractor(s) shall use due diligence to collect any judgments obtained in the event that Contractor deems that legal process is appropriate for enforcement of the judgment, including levies, garnishments, attachments and actions to enforce the judgment. The Contractor may represent the City in any relevant legal process, including levies, garnishments, attachments and actions to enforce judgment, should Contractor recommend legal process, and that recommendation be authorized by the City Attorney. Proposers should describe thoroughly all collection of judgment services that they propose to provide.
- e. Contractor(s) shall prepare and file all notices of claims for accounts wherein the debtor is in bankruptcy proceedings; with the exception of the Water Resources Department's accounts. Proposers should describe thoroughly all bankruptcy services that they propose to provide.
- f. In the event the Contractor is involved in litigation in an attempt to make a collection on behalf of the City and a counterclaim or affirmative defense is raised concerning any municipal ordinance or regulation or any other reason, the Contractor shall within twenty-four (24) hours of said counterclaim or affirmative defense notify the City Attorney in writing. The City reserves the right to choose an attorney or to have the City Attorney substitute, stop or intervene in said litigation.
- g. Prior to any actions that would adversely affect the credit of the debtor, all claims for damages will be adjudicated in the appropriate courts and a legal right to be paid or the establishing of a legal right of the City to be repaid shall be established in the appropriate court.

6. Proposal Specifications

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered. Failure by a Proposer to include all listed items may result in the rejection of its proposal.

- 6.1 **Management Summary:** Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the service and the strengths in offering this service. State the firm's understanding of the service to be performed and positive commitment to provide the service as indicated in this RFCSP. Include the name(s), titles, email address, address, and telephone number(s) of the authorized contact person(s) concerning bid response. A corporate officer or other individual who has the authority to bind the firm must sign the letter.
- 6.2 **Business Plan.** Describe in detail for each service proposed how that service would be provided. Include:
 - 6.2.1.1 Description of the proposed Contract team, and the role to be played by each member of the proposed team;
 - 6.2.2 Detailed plan of approach (including major tasks and actions, dates and other milestones, and the nature and amount of required City staff involvement); and,

6.2.3 Proposed quality service program (including equipment, personnel, procedures, and other elements).

6.3 Cost to City: Guaranteed minimum net percentage of collections that Proposer, as Contractor, will contractually commit to achieve for City during each year of the Contract. (“Net” means after the Contractor’s charges to City for collecting the past due final accounts have been deducted from the gross dollar amount of collections.) Include a detailed description of how the Proposer, as Contractor, proposes to charge City for services rendered, including commission percentages and any other methodologies. The City reserves the right to pull back accounts that were sent in error without incurring any charges from Contractor.

6.4 Corporate Experience and Capacity:

- 6.4.1 Provide a detailed history of the firm, including ownership, mergers, acquisitions and capitalization;
- 6.4.2 Provide information that documents the firm’s qualifications to produce the required outcomes, including its independence, ability, capacity, skill, financial strength, and number of years of experience in providing the required service or services;
- 6.4.3 List the names of ALL Tennessee public entities for which the firm has provided the service or services proposed during the past three years. Provide this information regardless of the size or scope of each job or contract;
- 6.4.4 Identify all service contracts terminated within the past five years, the reasons for the termination, and the name and phone number of a contact person for the former contracting agency;
- 6.4.5 State how many contracts for this type of service you now maintain;
- 6.4.6 Provide information about the firm’s relationship with collection attorneys, credit reporting agencies, correspondent relationships and legal, technical, and automated tracking resources;
- 6.4.7 Disclose the firm’s placement to collection percentage for your top five (5) customers, based on annual dollar amount placed, within one month, six (6) months, one year, three (3) years, and then overall for these five (5) customers;
- 6.4.8 State the professional licenses held by the firm/staff in the State of Tennessee;
- 6.4.9 Provide information about your agency’s or firm’s ability to perfect or validate the City’s claim prior to taking any actions against the credit of the debtor, establishing through the courts that the City has a right to be paid, bringing the appropriate legal action as may be necessary to establish the City’s right to be paid;
- 6.4.10 State the agency’s resources or firm’s ability to collect from debtors out of state; and
- 6.4.11 List any other information that relates directly to the organization’s ability to perform the requested collection services. This statement must also include an affirmation that you either have, or shall have, the ability to receive electronic transfer of data via email, CD-ROM, or Internet web-based technology.

6.5 Key Personnel

- 6.5.1 Provide information about your current collection staffing quantity and levels;
- 6.5.2 Attach resumes that detail the experience of all members of the Contractor’s team that are to provide services to this account, including all principals or partners in your agency or firm;
- 6.5.3 Describe your firm’s continuing education requirements for its employees;
- 6.5.4 List continuing education courses taken and certifications awarded to members of the proposed team; and,
- 6.5.5 Identify your security policies to address FACTA “Red Flag” rule and PCI compliance.

6.6 Customer Listing

- 6.6.1 Provide a listing of three (3) clients who have hired your firm during the past three (3) years to perform work similar in size and scope to the work you are seeking through your response to this RFCSP.
- 6.6.2 Information provided for each client shall include the following: client name, address, and current telephone number; description of services provided; time period of the project or Contract, and client's contact reference name and current telephone number.
- 6.6.3 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 the City.

6.7 Acceptance of Conditions: Indicate any exceptions to the general terms and conditions of the RFCSP and to insurance requirements and any other requirements listed in the RFCSP. Such exceptions may be considered but are not guaranteed acceptable by City. An award of contract does not bind City to Proposer's exceptions.

6.8 Attach the following documents to your proposal:

- 6.8.1 A copy of your most recent financial statement to include a balance sheet, income statement and certified annual report (if no audited financial statement was prepared, attach a reviewed uncertified annual report);
- 6.8.2 A copy of your State of Tennessee license.

6.9 Proposal for Delinquent Account Collections

Include in this section a description of collection efforts used for the following:

- 6.9.1 Accounts referred in the amount of less than \$50; \$50.01 - \$100.00; \$100.01 - \$500.00; over \$500.00.
- 6.9.2 Accounts referred where the debtor resides outside the State of Tennessee.
- 6.9.3 Provide a copy of sample reports which you normally provide and which you propose to provide to the City.
- 6.9.4 Provide copies of sample collection letters you propose to use.
- 6.9.5 Provide historical information on percentage of collection versus collection accounts accepted for each of the last three years on accounts you manage which are in a similar scope and magnitude to that requested in the RFCSP. (Feel free to explain any aberrations).
- 6.9.6 Provide the collection plan for receivables for which (1) there is no signed contract indicating debtor has accepted the goods and/ or services, (2) has not assumed responsibility for debt, (3) that have been alleged to have damaged City property, or (4) there have been judicial proceedings affirming that the debt is due to the City. It is not uncommon for a person to deny responsibility for debt. The proposal should clearly address these collection issues for these situations where there may be a dispute as to the liability for debt. If the Contractor is not an attorney, such plan shall incorporate that the Contractor will contract with an attorney to establish legal liability before proceeding with collection efforts or any other effort that will affect the credit of the debtor. The plan presented should include minimum limits for litigation of a claim prior to pursuing collection efforts, additionally if the Contractor is an attorney, the plan shall describe the collection activities after the claims of the City have been legally established for example turning them over to a credit agency, etc.
- 6.9.7 Provide the type of information desired from the City for each delinquent account referred, i.e. name, account number, address or other information, supporting documentation, and accident reports, etc.

- 6.9.8 Disclosure of minimum debt amounts due to the City for which collection efforts will be undertaken, i.e. is there a minimum amount for an outstanding debt under which your firm/agency will not undertake collection action?

6.10 Statement of Collection Plan: Using a maximum of three (3) pages, state your designated strategy for your collectors to follow depending on the age, dollar amount, activities to establish legal liability of debtor to pay the City, and perceived legal collectability of a referred delinquent account to include prescribed skip tracing techniques (those who "skip out" on their debts by moving and not leaving a forwarding address).

6.11 Absence of Potential Conflicts and Local Presence

- 6.11.1 Provide any professional or ethical conflicts which may interfere with handling this contract, including matters, and/or cases where the firm currently represents an individual or entity with interests adverse to City.
- 6.11.2 Describe the ability to have someone timely meet face-to-face with City representatives after a request to do so.

6.12 Examples of Outstanding Accounts to Be Referred for Collection.

- 6.12.1 Miscellaneous receivables that could range from \$50 to over \$5,000 and other receivables of the general government as may be turned over for referral for collection by the Finance Director, Court Clerk, Water Resources Director or other City department head as deemed appropriate;
- 6.12.2 Delinquent tickets issued by the Murfreesboro City Police Department that could range from \$50 to more than \$500 that have been adjudicated in Murfreesboro City Court; and,
- 6.12.3 Water Resources Department account receivables that could range from \$5.00 to more than \$5,500.

6.13 Collections Questionnaire

In the proposal, collection agencies are asked to respond to the following:

- 6.13.1 Describe the agency's process for collections.
- 6.13.2 Detail the requirements the agency has for the City.
- 6.13.3 List all information required to begin the collections process for an individual account.
- 6.13.4 List the minimum amount of a single claim the agency is willing to collect.
- 6.13.5 Indicate acceptable formats and methods of data transfer to the collection agency: paper reports, excel spreadsheets, text files, disk, email attachment, etc.
- 6.13.6 Describe the software the agency uses.
- 6.13.7 Indicate whether the collection agency plans to accept payment. If so, when will payment be remitted to the City?
- 6.13.8 If the agency collects payment, what documentation will be presented to the City with the funds?
- 6.13.9 Is the collection agency a member of the national credit bureau service?
- 6.13.10 Is the agency or its employees a member of any professional organizations?
- 6.13.11 Does the agency follow the rules and procedures of the Tennessee Collections Service Board?
- 6.13.12 Does the agency follow the rules and procedures of the Fair Debt Collection Practices Act?
- 6.13.13 Is the agency and its members properly licensed in the State of Tennessee and the City?

6.14 Notification of Intent

- 6.14.1 Vendors interested in submitting a proposal to supply Delinquent Accounts Receivable Collection Services should indicate their intent to submit a proposal in writing to the City via OpenGov.

6.14.2 Correction and changes to the Request for Competitive Sealed Proposal, if any, will be listed on OpenGov.

6.14.3 The following list includes estimates of the source, number and amount of aged Collections for City Court that the City plans to remit to the collection agency.

Source	Estimated Number of Claims	Estimated Total Dolla
Parking Citations	4,000	\$82,000.00
Traffic/Misdemeanor Citations	10,600	\$1,686,100.26

6.14.4 Annually, the Murfreesboro Water Resources Department has approximately 1,750 delinquent accounts for an estimated total of around \$250,000 in delinquent payments per year.

6.14.5 The City will provide the awarded proposer with current delinquent accounts from City Court when they have been past due a minimum of one hundred and eighty (180) days. Water Resources delinquent accounts will be provided to the awarded proposer when they have been past due a minimum of forty-five (45) days. All other delinquent accounts will be provided to the awarded proposer when they have been past due a minimum of sixty (60) days.

7. Factors to be Evaluated (using the point system described)

7.1

Evaluation Criteria:	Points
Firm's Overall Experience/Capabilities/Performance	25
Client References	10
Statement of Collection Processes	15
Absence of Potential Conflicts and Local Presence	5
Fee Proposal	
1. Miscellaneous receivables that could range from \$50 to over \$5,000 and other receivables of the general government as may be turned over for referral for collection by the Finance Director, Court Clerk, Water Resources Director, or other City department as deemed appropriate.	15
2. Delinquent tickets issued by the Murfreesboro City Police Department that could range from \$50 to more than \$500 that have been adjudicated in Murfreesboro City Court.	15
3. Water Resources Department account receivables that could range from \$5.00 to more than \$5,500.	15
Total Possible Score	100

7.2 Exceptions

Any deviation or variance from this Request for Competitive Sealed Proposals shall be identified by the Proposer as an exception. Any exception shall be listed in detail, in a separate document to be prepared by the Proposer. Any and all exceptions to this Request for Competitive Sealed Proposals which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the Request for Competitive Sealed Proposals shall be considered by the City as a factor in the evaluation of the Proposal.

8. City Terms and Conditions

It is important for each Proposer to become familiar with each paragraph within this section, as these paragraphs will control the interpretation of any ambiguities in the event of any discrepancies or differences in project-related contractual documents.

The Proposer must clearly and specifically detail any exceptions it takes to the Terms and Conditions referenced in this section in the transmittal letter that will accompany its RFCSP response.

8.1 Standards

Proposer must affirm that under its employment policies, standards and practices, it does not subscribe to any personnel policy that permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age, religion, sex, or sexual orientation and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, religion, sexual orientation, or disability in its hiring and employment practices, or in admission to, access to, or operation of, its programs, services, and activities. With regard to all aspects of this contract, Proposer will be required to certify and warrant that it will comply with this policy.

Proposer understands that it shall be a breach of City's ethical standards policies for any person to: offer, give, or agree to give to any City employee or former employee, or for any City employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any work, decision, approval, evaluation or recommendation, investigation, or in any other advisory capacity in any proceeding pertaining to this RFCSP or any contract or subcontract resulting therefrom.

A breach of these ethical standards may result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor for any City contract.

8.2 Warranties

Proposer warrants it will perform the services in a professional manner according to the standards established in the industry for the type of work to be performed.

8.3 Indemnification

1. The Proposer shall indemnify the City and hold it harmless against all claims, liability, demands, liens, taxes, loss or damages of any character suffered by the City arising from any operations, acts or omissions of Proposer related to the work. Proposer's indemnification shall also encompass any and all financial damages to City resulting from the activities and

- responsibilities of the Proposer, Proposer's employees, and any subcontractors or joint-venturers.
2. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Proposer from any claims arising from any failure, regardless of any language in any attachment or other document that Proposer may provide.

8.4 Terms for Payment

Terms for payment will be negotiated with the awarded vendor.

8.5 Assignment

The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of any contract award or any or all of its rights, title or interest therein, without prior written consent of the City. Such consent by the City shall not relieve the assignor of liability in the event of default by the assignee.

8.6 Insurance

The successful Proposer shall maintain at least the following commercial insurance policies for the duration of the contract in the amounts specified:

- Workers' compensation and employer's liability insurance – Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
- Comprehensive general liability insurance – insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Comprehensive automobile liability insurance – Must include owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.
- Professional liability (errors and omissions) insurance affording professional liability insurance – To a limit of \$1,000,000 each claim, and \$1,000,000 aggregate.
- Technology Errors and Omissions insurance - to include data breach and loss of personally identifiable information – To a limit of \$1,000,000 each claim, and \$2,000,000 aggregate.

The selected Proposer must provide City with the required insurance certificates and endorsements and name the City as an additional insured on the liability coverages prior to contract execution.

8.7 Scope of Insurance and Special Hazards

The insurance required under the preceding paragraphs shall provide adequate protection for the successful Proposer and any sub-contractors or joint venturers, which have been approved in writing by the City, against damage claims that may arise from operations under the contract, whether such operations are by the insured or by anyone directly or indirectly employed by the successful Proposer.

8.8 Iran Divestment Act Notice

By submission of this proposal, each proposer and each person signing on behalf of any proposer 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 proposer not a person included within the list created pursuant to T.C.A. § 12-12-106.

8.9 Non-Boycott of Israel

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 supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

8.10 Governing Law and Venue

The laws of the State of Tennessee shall govern any Agreement entered into as a result of this Request for Competitive Sealed Proposals. No rights, remedies, and warranties available to the City under any agreement or by operation of law will be waived or modified unless expressly waived or modified by the City in writing. Venue for any action shall be in the applicable court for Rutherford County, Tennessee.

8.11 Compliance with Laws

The Proposer's contract shall comply with applicable federal, state, and local statutes, rules, and regulations. Proposers shall be approved by the appropriate regulatory authorities, if any, in the State of Tennessee to provide the services herein described.

8.12 Financial Statements

Upon request, Proposer may be asked to furnish its most recent financial statements showing Proposer's financial condition as well as any subsidiary statements or explanations that the City may request.

8.13 Consequence for Unsatisfied Requirements

Failure to meet specifications as outlined or failure to provide any of the information asked for or addressed in this Request for Competitive Sealed Proposals in a manner which will permit thorough assessment of a Proposer's program will be grounds to not evaluate the Proposal.

8.14 Contract Term and Effective Date

The contract for the City will cover a one-year period and will commence after City Council approval and execution of contract. The contract can be terminated by the City with at least thirty (30) days' prior written notice of termination. The contract can be terminated by Proposer only for the City's failure to pay after 60 days have passed from written notification to the City of failure to pay.

9. Guidelines for Competitive Sealed Proposals Process

9.1 Basis for Proposals

Only information supplied by the City in writing should be used in the preparation of a proposal. Oral interpretations or clarifications shall not be binding. Addenda notifications will be emailed to all persons on record as following this RFCSP. Proposers must acknowledge any subsequently issued addenda via OpenGov.

9.2 Proposer Terms and Conditions

The Proposer must submit a complete set of any additional terms and conditions that it proposes to have included in contract negotiations with the City with its proposal. City will not accept any contract term limiting Proposer's liability to the amount of the contract. Additionally, the Proposer must submit any and all documents/agreements it will require City to sign with its proposal.

9.3 Disclosure of Proposals

As a matter of state law, each Proposer's RFCSP response in its entirety will become a public record after completion of the selection process. The content of any proposal will not be disclosed to other Proposers during the selection process.

9.4 Late Proposals

Proposals must be received via the procurement portal, **OpenGov**, on or before the published proposal due date and time. Any proposal received after the time and date set for receipt of proposals will be late and, at the discretion of City, may not be considered.

9.5 Signing of Proposals

The submission and signature of a proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFCSP and therefore must be signed by a representative with the authority to do so.

9.6 Cost of Proposal

This RFCSP does not commit the City to pay any costs incurred by any Proposer in preparation and/or submission of a proposal or for procuring or contracting for the items to be furnished under the RFCSP. All costs directly or indirectly related to responding to this RFCSP (including all costs incurred in supplementary documentation or on-site interviews) until contract execution will be borne by the Proposer.

9.7 Conflict of Interest, Non-Collusion and Anti-Lobbying

The Proposer promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal, directly or indirectly, through any contact with City Council members or City employees between the release of this RFCSP and award of the contract by City and that there will be no collusion and no conflict of interest. Any supplier or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any City Staff Member, the Mayor, City Council Member, City

Manager, Legal Department or any City employee except for the designated contact person in Section 3 above. Any supplier or lobbyist who violates this provision shall cause their Proposal to be considered not responsive and therefore ineligible for award.

9.8 Ownership of Proposals

All documents submitted in response to this RFCSP shall become the property of City.

9.9 Disqualification or Rejection of Proposals

Proposers may be disqualified for any of the following reasons:

- There is reason to believe that collusion exists between or among two or more Proposers;
- The Proposer is in arrears on an existing City contract or has defaulted on a previous City contract;
- The Proposer lacks financial stability;
- The Proposer has failed to perform under a previous or current City contract;
- The Proposer has failed to adhere to one or more of the provisions established in this RFCSP;
- The Proposer has failed to submit its proposal in the format specified herein;
- The Proposer has failed to submit its proposal on or before the deadline established herein; or
- The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process.

9.10 Right to Waive Irregularities

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, conditions not called for, or irregularities of any kind.

The City reserves the right to waive irregularities. The City also reserves the right to waive any mandatory requirement, provided that all proposals fail to meet the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of City.

9.11 Withdrawal of Proposals

Proposals may be withdrawn through the City's e-Procurement Portal, **OpenGov**. The responding firm may "unsubmit" their proposal in OpenGov. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time prior to the deadline for submitting proposals if received by the City prior to the exact hour and date specified for receipt of proposals.

9.12 Amendment of Proposals

A Proposer must submit any amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of a previously submitted response and must be clearly identified as such in the transmittal letter. City will not merge, collate, or assemble proposal materials.

9.13 Proposal as Firm Offer

Responses to this RFCSP, including cost, will be considered firm for ninety (90) days after the due date for receipt of response or receipt of the last and best final offer submitted. All proposals must include a statement to that effect.

9.14 Exceptions to RFCSP Specifications

Although the specifications stated in the RFCSP represent City's anticipated needs, there may be instances where it is in City's interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of City's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the proposal response. If the Proposer does not make clear that an exception is being taken, City will assume the proposal response is responding to and will meet the specification as written.

Where the Proposer does not agree with City's terms and conditions, the proposal must enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording. Any minimum terms that City will have to agree to in order to enter into a contract with the Proposer and any item the Proposer considers to be a mandatory term must be submitted with the RFCSP response.

9.15 Consideration of Proposals

Discussions may be conducted with responsible Proposers for the purpose of clarification to assure full understanding of the proposal. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing Proposers. Until the City awards the contract, it reserves the right to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of City.

9.16 Termination

The City reserves the right to cancel this RFCSP at any time. The City also reserves the right to reject any or all proposals submitted in response to this RFCSP.

9.17 Taxes

Proposer will be responsible for the payment of any applicable tax on the services it will provide. Proposers will include in its fee proposal all applicable local, City, state, and federal taxes.

9.18 Award of Contract

The City reserves the right to withhold final action on the RFCSP for a reasonable time, not to exceed one hundred eighty (180) days after the date of submitting proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Proposer. The award of the contract, if an award is made, will be to the most responsible and responsive Proposer whose proposal meets the

requirements and criteria set forth in the Request for Competitive Sealed Proposal and whose contract terms are acceptable to City. City reserves the right to abandon, without obligation to the Proposer, any part of the project, or the entire project, at any time before the successful Proposer begins any work authorized by City.

The award of the contract shall not become effective until the contract has been approved by City Council and executed by the successful Proposer and City.

9.19 Appeal Process

Each Proposer shall be notified of the Proposer selected for recommendation to the City Council before the proposed City Council action. A protest by an aggrieved Proposer who is not selected will be heard by the City Council if filed with the City Council, through the City Recorder, within seven (7) days after the intended award is announced. Any issue raised by the protesting party after the seven-day period shall not be considered as part of the protest. The City Council may stay an award due to a pending protest without financial or other obligation to the Proposer recommended to the Council. The City Council may, by resolution, adopt rules and procedures applicable to protests.

9.20 Execution of Contract

The City shall authorize award of the contract to the successful Proposer. City will require the successful Proposer to sign the necessary documents entering into the required contract with City within 10 days of receipt and to provide the necessary evidence of insurance as required under the contract.

No contract for this project may be signed by City without the authorization of the City Council. No contract shall be binding on City until it has been approved and executed by the Mayor or designee and approved as to form by the City Attorney.

9.21 Interviews and Presentations

If deemed necessary to fully understand and compare the proposer's capabilities, the City may request presentations by proposers with possible subsequent interviews. Oral presentations may be time limited.

9.22 Auditable Records

The successful proposer must be prepared to maintain accounts and records in connection with its performance of services for City as reasonably required. The Proposer must afford City agents or auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance. The records may be examined at any reasonable time during the term and for a period of three years following the completion of work under any contract. Upon request by the City, winning proposer must be able to produce and exhibit all such records as requested. Records must be available within an office environment located not more than a 45-minute drive from the City's local office or the reasonable expenses incurred to access the records must be borne by successful proposer.

9.23 Miscellaneous

The City reserves the right to cancel this RFCSP and contract under a separate process. The selected proposer will be required to contract with the City, and all

contract terms are subject to negotiations after the selection is made. The City may contract with any other proposer without renewing the RFCSP in the event the City and selected proposer are unable to mutually agree upon a contract for the desired services. Nothing herein may be taken as a commitment by the City upon which any proposer may act in reliance. All costs incurred in preparing a response are to be borne solely by each proposer.

10.RFCSP Response Requirements and Format

Please use the following format to structure your RFCSP response. Your response should include each section detailed below in the order presented. The detail includes items that are to be covered in each section of your response but is not a limitation. Failure to follow the directions or to address all items will impact the evaluation. Failure to address a significant portion of the items may classify the response as non-responsive and preclude it from further consideration. **The number of pages in the RFCSP response cannot exceed 50 pages.** Appendices will not be counted as part of the 50-page limit. Resumes and marketing material may be included and will not be counted towards the 50-page limit; however, this information must be in its own section at the end of the RFCSP response.

10.1 Transmittal Letter

The transmittal letter should briefly state the Proposer's understanding of the work to be performed, the commitment to perform the work in the required timelines, and why the consultant believes it is best qualified to perform the duties and task outlined and described in the Scope of Work contained in this RFCSP. The letter of transmittal should:

- 1) Identify the submitting organization;
- 2) Identify the person, by name and title, authorized to obligate the organization contractually;
- 3) Identify the contact person responsible for this response and specify phone, fax, and email;
- 4) Explicitly state that Proposer has reviewed and accepted the City's Terms and Conditions;
- 5) State that it has included any additional terms or conditions or documents which it requires;
- 6) Identify any and all exceptions or "deal breakers" to the RFCSP requirements;
- 7) Acknowledge the proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. If partners are used, they must also guarantee their section of the proposal for 180 days;
- 8) Acknowledge completion of the Fee Proposal; and
- 9) Be signed by a person authorized to contractually obligate the organization.

10.2 Proposal

- 1) Your proposal must include your response to the Section 7 evaluation criteria.
- 2) Proposer Profile: The Proposer will provide a description of its organization and any proposed or anticipated other firms who will be providing products or services

through a subcontracting arrangement with the Proposer. Any subcontracting arrangement must be approved by the City.

- 3) Qualifications: Proposer shall include the qualifications and experience to perform the services requested that will also address the evaluative criteria.
- 4) Experience: A description of the organization's experience in providing similar services, as well as the firm's ability to respond to the City's needs as outlined in this RFCSP. Identify and briefly describe any pending criminal or civil suits brought against the Proposer, or suits which have resulted in an adverse judgment or settlement within the past five (5) years, arising out of Proposer's inability to provide the requested services, and/or allegations of federal or state regulatory violations in provision of services similar to those requested.
- 5) References: Please provide references for at least three local government organizations in the United States of similar size and type as the City for whom Proposer is providing or has provided similar services as generally described herein. These references should be recent examples of the firm's performance (last three to five years) in providing these types of services. Identify any public sector experience in Tennessee.
- 6) Firm's Primary Contact: Proposer should identify the individual that will serve as the firm's primary contact. It is the City's expectation that this individual will be available to the City for most if not all of the routine tasks and activities that the City will engage the firm to perform.
- 7) Key Personnel: Identify and provide a brief professional resume of the key personnel anticipated to be used to provide the services sought. Provide a copy of any professional licenses held by staff members.
- 8) Data Analysis: Provide a description of the data methodologies and security to be utilized in providing the services sought.
- 9) Communications: Describe strategies and methods the Proposer has developed to communicate with clients in similar projects.
- 10) City's responsibilities: Identify and briefly describe the role and responsibilities Proposer would expect the City to perform in achieving delivery of the requested services.
- 11) Scheduling: Provide a tentative strategy and timeline for delivery of the services sought or a description of how such strategies and timeline would be developed if the Proposer is selected.
- 12) Fee Proposal: The City is interested in receiving a fee proposal which reflects the existing expertise of the Proposer and its ability to deliver the requested services using efficient, proven methods at a reasonable cost. The City prefers each Proposer submit an all-inclusive percentage fee for the requested services. Proposers may, if they wish, submit a fee proposal which is an alternative to the percentage fee proposal. One or more of such alternatives may be submitted. Any such alternative fee proposal should clearly indicate the rationale for the alternative proposals and the method of calculating the fee.

11. Submittal

The City is only accepting electronic submittals. All Proposals should be submitted via the City's e-procurement portal OpenGov.

All Proposals must be submitted by **Tuesday, July 7, 2026, 2:00 p.m.** local time (Central time). All proposals will be opened at that time by the Purchasing Department via Zoom. **A Zoom link will be provided to those Vendors registered as following this procurement.**