

Amendment No. 3
to
Contract No. NA140000079
for
Collection of Delinquent Library Materials, Fines, and Fees
between
Unique Management Services, Inc.
dba Unique National Collections
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 5, 2019 through May 4, 2020. Zero options remain.
- 2.0 The total contract amount is increased by \$37,590.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount	
Initial Term: 05/05/2014 - 05/04/2017	\$112,770.00	\$112,770.00	
Amendment No. 1: Option 1 – Extension 05/05/2017 – 05/04/2018	\$37,590.00	\$160,360.00	
Amendment No. 2: Option 2 – Extension 05/05/2018 – 05/04/2019	\$37,590.00	\$197,950.00	
Amendment No. 3: Option 3 – Extension 05/05/2019 – 05/04/2020	\$37,590.00	\$225,540.00	

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same

BY THE SIGNATURES affixed below, this amendment is	hereby incorporated into and made a part of the above-referenced
contract	

Sign/Date:

Unique Management Services, Inc. dba Unique National Collections 119 East Maple Street Jeffersonville, Indiana 47130-3439 (812) 285-0886 natkins@unique-mgmt.com

Sign/Date:

Linell Goodin-Brown

Contract Management Supervisor II

City of Austin Purchasing Office 124 W. 8th Street, Ste. 310 Austin, Texas 78701



Amendment No. 2 to Contract No. NA140000079 for Collection of Delinquent Library Materials, Fines, and Fees between Unique Management Services, Inc. dba Unique National Collections and the City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 5, 2018 through May 4, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$37,590.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term:		
05/05/2014 - 05/04/2017	\$112,770.00	\$112,770.00
Amendment No. 1: Option 1 - Extension		
05/05/2017 - 05/04/2018	\$37,590.00	\$160,360.00
Amendment No. 2: Option 2 - Extension		
05/05/2018 - 05/04/2019	\$37,590.00	\$197,950.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

COMMOC.

Sign/Date:

Printed Name: Nicole Atkins President and CEO

Unique Management Services, Inc. dba Unique National Collections 119 East Maple Street Jeffersonville, Indiana 47130-3439 (812) 285-0886 natkins@unique-mgmt.com

Sign/Date:

Kim Scannell Larsen Procurement Specialist II

City of Austin Purchasing Office 124 W. 8th Street, Ste. 310 Austin, Texas 78701



Amendment No. 1
to
Contract No. NA140000079
for
Collection of Delinquent Library Materials, Fines, and Fees
between
Unique Management Services, Inc.
dba Unique National Collections
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 5, 2017 through May 4, 2018. Two options will remain.
- 2.0 The total contract amount is increased by \$37,590.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount	
Initial Term:			
05/05/2014 05/04/2017	\$112,770.00	\$112,770.00	
Amendment No. 1: Option 1 - Extension			
05/05/2017 - 05/04/2018	\$37,590.00	\$160,360.00	

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name:

Authorized Representative

Unique Management Services, Inc. dba Unique National Collections 119 East Maple Street Jeffersonville, Indiana 47130-3439 (812) 285-0886 shannon@unique-mgmt.com

Mike Zambrano, Jr. Contract Compliance Specialist, Senior

City of Austin Purchasing Office 124 W. 8th Street, Ste. 310 Austin, Texas 78701 May 2, 2014

Unique Management Services, Inc dba Unique National Collections Attn: Nicole Atkins 119 E Maple St Jeffersonville, IN 47130

Dear Ms. Atkins:

The City of Austin has approved the award and execution of a contract with your company for Collection of Delinquent Library Materials, Fines, and Fees.

Responsible Department:	City of Austin Library
Department Contact Person:	Xavier Ramirez
Department Contact Email:	Xavier.Ramirez@austintexas.gov
Department Contact Telephone:	(512) 974-7448
Project Name:	Collection of Delinquent Library Materials, Fines, and
	Fees
Contractor Name:	Unique Management Services, Inc dba Unique National
	Collections
Contract Number:	NA140000079
Contract Amount:	\$112,770/\$37,590 per option
Contract Period:	05/05/2014-05/04/2017
Extension Options:	Three 12-month options
Requisition Number:	8500 13121900132
Solicitation Number:	TLG0100
Agenda Item Number:	27
Council Approval Date:	05/01/14

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Terra Green, Buyer II Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City") AND

UNIQUE MANAGEMENT SERVICES dba UNIQUE NATIONAL COLLECTIONS ("Contractor") for

DELINQUENT LIBRARY MATERIALS, FINES, AND FEES NA140000079

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Unique Management Services, Inc dba Unique National Collections, having offices at Jeffersonville, IN 47130 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (May 5, 2014).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number TLG0100.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, IFB-BV, TLG0100 including all documents incorporated by reference
- 1.1.3 Unique Management Services, Inc dba Unique National Collections, Offer, dated February 25, 2014, including subsequent clarifications
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This Contract
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 <u>Term of Contract.</u> The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 <u>Compensation</u>. The Contractor shall be paid a total Not-to-Exceed amount of \$112,770 for the initial Contract term and \$37,590 for each extension option as indicated in the Bid Sheet, IFB-BV Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

UNIQUE MANAGEMENT SERVICES dba UNIQUE NATIONAL COLLECTIONS	CITY OF AUSTIN
NICOLE AHKINS Printed Name of Authorized Person	TEYYA GYEEN Printed Name of Authorized Person
Signature HKIND	JUM DILLIN) Signature
President + CEO	BWCY II
May 2, 2014	05 19 14 Date:



IFB- BV TLB0100: Collection of Delinquent Library Materials, Fines and Fees for the Austin Public Library

Bid submitted by: Unique Management Services, Inc.

Due Date: February 25, 2014





February 14, 2014

Terra Green City of Austin, Purchasing Office Municipal Building 124 W 8th Street, Rm 308 Austin, TX 78701

RE: IFB-BV TLG0100 - Collection of Delinquent Library Materials, Fines and Fees

Ms. Green:

In response to your Invitation for Bid Best Value (IFB-BV) #TLG0100 – Collection of Delinquent Library Materials, Fines and Fees, Unique Management Services - Library Division, Inc. (UMS) submits the enclosed proposal to provide collection services for the Austin Public Library and the City of Austin. This is a firm offer that shall remain valid for one hundred and twenty (120) calendar days from the date of opening. This proposal represents a true offer of services and is not a result of any direct or indirect coordination with other firms submitting a proposal in response to this RFP.

UMS understands the requirements of the IFB-BV and accepts the terms and conditions under which the IFB was issued. UMS can and would meet all requirements as specified in the IFB document. UMS will 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 Library.

UMS has cultivated over 20 years of experience working with SirsiDynix and libraries utilizing the SirsiDynix ILS and Debt Collection Software. UMS offers a comprehensive service designed to help libraries maximize their recovery of overdue materials. This service includes letters, telephone calls, skip tracing, and credit reporting in addition to incomparable customer service for the library and patron, alike. While many traditional collection agencies may advertise lower prices, only UMS offers a complete material recovery and notice service designed solely for libraries. Furthermore, our Strategic Business Partnerships with ILS vendors, including the library's current vendor, SirsiDynix, ensure UMS can help libraries completely automate the process of submitting and updating accounts.

UMS specializes in providing an array of library collection services and our only clients are libraries. Our service focuses on helping libraries recover materials while maintaining goodwill. Other key benefits of our service are the ability to process patron accounts electronically to minimize library staff time and paper work and our online interactive access to patron accounts in our database.

If you have any questions regarding our proposal, please contact me at 800-879-5453 or nicole@uniquemgmt.com. We appreciate the opportunity to submit this proposal and look forward to hearing from you.

Sincerely,

Nicole Atkins President/CEO



SOLICITATION NO: TLG0100

COMMODITY/SERVICE DESCRIPTION: Collection of Delinquent

Library Materials, Fines, and Fees

DATE ISSUED: 01/27/14

REQUISITION NO.: 13121900132

COMMODITY CODE: 94633

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

BID DUE PRIOR TO: 02/18/14, 2:00 PM, local time

BID OPENING TIME AND DATE: 02/18/14, 2:15 PM, local time

Terra Green Buyer II

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

Phone: (512) 972-4022

E-Mail: terra.green@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 5 COPIES YOUR RESPONSE

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	6
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM - Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	- 1

^{*} Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308

Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

l agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement
Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Comp	any Name:	Unique Management Services	s, Inc.	
Feder	al Tax ID No.	-		
Printe	d Name of O	fficer or Authorized Representative:	Nicole Y. Atkins	
Title:_	President	and Chief Executive Officer		
Signa	ture of Office	r or Authorized Representative:	Jude Stkins	_

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award

BID SHEET CITY OF AUSTIN IFB-BV TL G0100

		OOLL FOTION OF DELINO	IFB-BV TLG0100	TOLAL O FINES AN	D FFEE
BUYER	Terra Gr	COLLECTION OF DELINQU	JENI LIBRARY MAI	ERIALS, FINES, AN	D FEES
		endor must submit six signed copies - one origina	and five copies.		
Special A bid of	Instruction		e) item and the City will i		
		SEC	CTION A - PRICE (51 Po	ints)	
Item		Item Description	Quantity	Unit Price	Extended Price
1		Accounts referred to agency	350/month	\$_8.95	\$
The	City of Au	stin would like each bidder to guarantee "revenue ceed the revenue collected. Please confirm wheti	e neutrality" which guara ner or not your company	antees that collection fe provides this type of g	es charged on referred accounts will no uarantee. XX YesNo
		SECTION	ON B - EXPERIENCE (20	Points)	
2		earate document, please list experience in this specific experience and stability of key staff, collection techniques.			
		SECTION C - PROJ	ECT CONCEPT AND SO	LUTIONS (19 Points)	
3	handling		e, accomodation of Non-E ogram that your company CAL BUSINESS PRESE	inglish speaking customer may have in place. NCE (10 POINTS)	
		See Section 1	on 0605 of the solicitation	on package	
BIDDE	R IN THE	IONAL PURPOSES ONLY: THE CITY MAY W FUTURE. ON A SEPARATE DOCUMENT, PI IFIED ITEM OR SERVICE DURING THE COU	EASE PROVIDE THE	PRICING STRUCTUR	
	The follo	wing documents are required to be completed	and submitted with t	he Offer. Please check	the boxes below as confirmation.
		Offer Sheet			
	4	Bid Sheet (Section 0600)			
	B'	Reference Sheet (Section 0700)			
	D/	Non-Discrimination Certification (Section 08)	00)		
		Non-Suspension or Debarment Certification			
	0	Non-Collusion, Non-Conflict of Interest, Anti-	-Lobbying Affidavit (Se	ection 0810)	
	B	Nonresident Bidder Provisions (Section 0835)		
13	I under	I stand that failure to submit the completed for	ms above will result in	disqualification of my	Offer.
	The second second second	usiness Presence Identification Form (Section (Offeror's Local Business Presence to be consid		be completed and retu	rned with the Offer.*
9		la (if incorporated into this solicitation)	ualification of the offe		

COMPANY	Y NAME: Unique Management Services, Inc.	
SIGNATUR	RE OF AUTHORIZED REPRESENTATIVE: MCOR HKINS	
PRINTED N	NAME: NICOLE ATKINS	
EMAIL ADI	DRESS:natkins@unique-mgmt.com PHONE:812-28	5-0886

<u>Section 0700: Reference Sheet</u>
Please include the following information if required in the solicitation:

Responding Company Name Unique Management Services, Inc.

1.	Company's Name	Anne Arundel County Public Library			
	Name and Title of Contact	Dana Newman - Chief, Public Services and Branch Managemen			
	Present Address	5 Harry S Truman Pkwy.			
	City, State, Zip Code	Annapolis, MD 21401			
	Telephone Number	(410) 222-7287 Fax Number (410) 222-7188			
	Email Address	dnewman@aacpl.net			
_		Duffela 8 Fata Carreto Bublia Library Contact			
2.	22-46-67-3-7-60-	Buffalo & Erie County Public Library System			
	Name and Title of Contact	and Title of Contact Ken Stone - Deputy Director/Chief Financial Officer			
	Present Address One Lafayette Square				
	City, State, Zip Code	Buffalo, NY 14203			
	Telephone Number	(716) 858-7170 Fax Number (716) 858-6544			
	Email Address	stonek@buffalolib.org			
3.	Company's Name	Public Library of Cincinnati & Hamilton County			
	Name and Title of Contact	Laura Lazaraton - ILS Analyst, Technology Operations			
	Present Address	800 Vine Street			
	City, State, Zip Code	Cincinnati, OH 45202			
	Telephone Number	(513) 369-3177 Fax Number (513) 369-3167			
	Email Address	laura.lazaraton@cincinnatilibrary.org			

4.	Company's Name	Baltimore County Public Library
	Name and Title of Contact	Cathleen Worthman, ILS Administrator-Technology Support
	Present Address	320 York Road
	City, State, Zip Code	Towson, MD 21204
	Telephone Number	(410) 887-6181 Fax Number (410) 887-2091
	Email Address	cwortman@bcpl.net
5	Company's Name	Albuquerque/Bernalillo County Libraries

5.	Company's Name	Albuquerque/Bernalillo County Libraries	
	Name and Title of Contact	Lauren Fernandez, Assistant Director	
	Present Address City, State, Zip Code	501 Copper Ave NW Albuquerque, NM 87102	
	Email Address	jlfernandez@cabg.gov	

<u>Section 0700: Reference Sheet</u> Please include the following information if required in the solicitation:

Unique Management Services, Inc. Responding Company Name

Company's Name	Houston Public Library
Name and Title of Contact	Syma Zerkow - Chief of Technical Services
Present Address	500 McKinney Ave
City, State, Zip Code	Houston, TX 77002
Telephone Number	(832) 393-1484 Fax Number (832) 393-1575
Email Address	syma.zerkow@houstontx.gov
Company's Name	Fort Worth Public Library
Name and Title of Contact	Deborah Duke - Collection Management Administrator
Present Address	500 West 3rd Street
City, State, Zip Code	Fort Worth, TX 76102
Telephone Number	(817) 392-7725 Fax Number (817) 871-7734
Email Address	dduke@fortworthlibrary.org
Company's Name	Las Vegas-Clark County Library District
Name and Title of Contact	Mr. Fred James
Present Address	7060 West Windmill Lane
City, State, Zip Code	Las Vegas, NV 89113
Telephone Number	(702) 507-6168 Fax Number (702) 507-6171
Email Address	jamesf@lvccld.org
	Name and Title of Contact Present Address City, State, Zip Code Telephone Number Email Address Company's Name Name and Title of Contact Present Address City, State, Zip Code Telephone Number Email Address Company's Name Name and Title of Contact Present Address City, State, Zip Code Telephone Number

4.	Company's Name	Queens Library
	Name and Title of Contact	Tracy Yogman - Director of Finance
	Present Address	89-11 Merrick Blvd.
	City, State, Zip Code	Jamaica, NY 11432
	Telephone Number	(718) 990-0864 Fax Number (718) 262-8717
	Email Address	tracy.yogman@queenslibrary.org
5.	Company's Name	Fairfax County Public Library
5.	Company's Name	Fairfax County Public Library
	Name and Title of Contact	Robert Harvey, Assistant Systems Manager
	Present Address	12000 Government Center Pkwy., Ste. 324
	City, State, Zip Code	Fairfax, VA 22035
	Telephone Number	(703) 324-8334 Fax Number ()
	Email Address	robert.harvey@fairfaxcounty.gov



ADDENDUM

INVITATION FOR BID PURCHASING OFFICE CITY OF AUSTIN, TEXAS

IFB-BV No.: TLG0100

Date of Addendum: 02/03/14

Addendum No: 1

This addendum is to incorporate the following changes to the above-referenced IFB.

- In the 0600, Bid Sheet; Section B and C, the maximum amount of points have been corrected to match section 0500, Scope of Work.
- 2. Changes to the solicitation due dates are as followed;
 - 2.1 Bid Due Prior to time/date is changed to 2:00 pm, local time, Tuesday, February 25, 2014
 - 2.2 Bid Opening Time and Date is changed to 2:15 pm, local time, Tuesday, February 25, 2014

The following questions were posed by one or more Vendors in writing on January 29, 2014

- 3. (Q) If we have data we consider to be proprietary/confidential is there a way to mark it as such within the proposal?
 - (A) There is no policy on placement, please mark any page as proprietary/confidential.
- 4. (Q) 8.1 of the Scope of Work states that "bidder with the lowest cost to the City receives maximum points; remaining bidders are scored on a percentage ratio basis". We are curious what the percentage ratio basis would be.
 - (A) The calculation will be (Lowest bid price/your bid price) x 51. For Example: If the lowest bid came in at \$500 and your bid came in at \$515 (calculation below). You will receive 49.51 points out of a total of 51 points.
 - (500/515) x 51=49.51
- 5. (Q) To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
 - (A) Please review Section 0605 located in PAC 1.
- 6. (Q) What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
 - (A) There was \$41,000 in referral fees paid in Fiscal Year 2013 (October 2012-September 2013).

- 7. (Q) To how many vendors are you seeking to award a contract?
 - (A) It is the City's preference to award to one vendor.
- 8. (Q) Please describe your level of satisfaction with your current vendor(s), if applicable.

(A) N/A

- (Q) What is the total dollar value of accounts available for placement now by category, including any backlog?
 - (A) N/A. Total dollar value of accounts is not tracked. There is currently no backlog of referable accounts.
- 10. (Q) What is the total number of accounts available for placement now by category, including any backlog?
 - (A) The total number of accounts referred varies each month but we have provided an estimate of 350 per month, per 0600, Bid Sheet.
- 11. (Q) What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?
 - (A) Rate of return is not tracked or calculated. In Fiscal Year 2013 (October 2012-September 2013) the Austin Public Library paid \$41,000 in referral fees but received approximately \$154,000 back in fees and value of materials.
- 12. (Q) If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?
 (A) N/A
- 13. ALL OTHER TERMS AND CONDISTIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Terra Green, Buyer II
Purchasing Office

February 3, 2014

Date

ACKNOWLEDGED BY:

Unique Management Sucs. Vendor Name

Authorized Signature

RETURN A COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas with your bid. Fallure to do so may constitute grounds for rejection of your bid.

Section 0835: Non-Resident Bidder Provisions

Compa	ny Name _	Unique Management	Services, Inc.	=	
A.		nust answer the following que ad Government Code 2252.0	estions in accordance with Verno 02, as amended:	on's Texas Statues and Codes	
	Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?				
	Answer:	Non-Resident			
		tractor whose ultimate paren	r whose principle place of busine at company or majority owner has	ess is in Texas and includes a s its principal place of business in	
			no is not a Texas Resident Bidde	er.	
В.	business percenta	is located, have a law requi	ring a Nonresident Bidder of that ent Bidder of that state in order fo	onresident Bidder's principal place o t state to bid a certain amount or or the nonresident Bidder of that sta	
	Answer:	Yes	Which State:_	Indiana	
C.	If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in sal state?				
	Answer:	5%			

IFB-BV TLG0100 – Collection of Delinquent Library Materials, Fines and Fees for the Austin Public Library

Experience and Project Concept and Solutions

Submitted by: Unique Management Services, Inc. - Library Division

Executive Summary

Lyle Stucki and Charles Gary already shared almost a dozen years of debt-collection experience when they founded Unique Management Services, Inc., Library Division (UMS) in 1994 with the idea of working exclusively with libraries. Many years later, libraries are still our only clients. UMS understands that libraries are unique and necessitate a service designed exclusively for them. UMS has focused on libraries and their material recovery and fine/fee collection needs for 20 years.

This focus on libraries translates into a process that yields higher recovery results, better patron goodwill, intelligent administration tools, and staff time-savings. Our commitment to working with library technology providers, like SirsiDynix, is un-matched in the industry.

UMS is a corporation legally established in the state of Kentucky with headquarters in Jeffersonville, Indiana. UMS is a private company. The principal owners of UMS are Charles L. Gary and Lyle J. Stucki. UMS has no debt and excellent financial capacity to undertake collection efforts for the Austin Public Library (hereinafter "APL" or "Library").

UMS is an international company with over **1,500 library clients** throughout the United States, United Kingdom, Canada, Australia, and New Zealand. Our headquarters is located at 119 E Maple Street in Jeffersonville, Indiana. UMS provides a range of tools to facilitate communication between library staff and UMS.

UMS was developed with the intent to provide professional communication and collection services to libraries. UMS' **Gentle Nudge®** Process is designed to increase the recovery of materials, fines, and fees, while ensuring the maintenance of patron goodwill. UMS prides itself in providing a high level of service to our clients, as well as their patrons. We understand the importance of patron goodwill and take many steps to ensure this is maintained throughout the process. Our letters are designed to encourage response, without offending the patron. Our phone contacts allow patrons to ask questions to ensure they fully understand their debt obligation. Our Strategic Partnerships with library ILS vendors ensure modules have been developed to provide automated transfer of data, which helps increase the accuracy of information in our database. In turn, we are able to provide accurate information when contacting patrons.

UMS provides a combination of written communications and telephone calls that are designed specifically to "professionally nudge" patrons to return materials to the library. Our careful use of leverage provided by third party intervention coupled with an awareness of patron sensitivity provides excellent results with no loss of patron goodwill. UMS' **Gentle Nudge®** approach is designed to get your patrons back in good standing with the library thereby providing an opportunity to increase circulation. All collection activity is performed according to the provisions set forth in Federal Fair Debt Collection Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), Telephone Consumer Protection Act (TCPA) and all applicable state and local laws.

UMS has had a strategic business partnership with SirsiDynix for over 20 years and has been a sole source provider of collection management interfaces for the Symphony system which makes it possible to process collection accounts completely electronic manner when a library utilizes the collection agency module from SirsiDynix. Please see Exhibit A for the sole source letter. The objective of having

a module and our interfaces is to minimize time and paperwork required by library staff to submit patron accounts and report returns/payments.

UMS also has Strategic Partnerships and/or relationships with all of the major ILS vendors, including but not limited to Axiell, Biblionix, Civica, Infor, Innovative Interfaces, TLC/CARL, Capita and VTLS. In addition to these systems, UMS has helped develop similar automated processes for Open Source ILS commercial providers. This ensures that UMS would be able to work with APL should the Library opt to migrate to a new ILS provider at any point during the contract without loss of service or automation. UMS provides all personnel, materials, services and facilities needed to fulfill the requirements of this IFB.

Understanding of Services Required

It is our understanding that a listing of delinquent patron accounts with balances of \$25 or more and 56 to 90 days overdue would be provided to UMS on a weekly basis. It is estimated that approximately 350 400 delinquent accounts would be submitted each month. The contract, however, shall be on an as needed, if needed basis.

It is understood that the library would be using the SirsiDynix Symphony Collection Agency Reports. This suite of reports consists of three standard reports:

- Collections Information Report The listing of newly qualifying patron accounts (referred to as a submission report). This will run on a weekly basis.
- Collections Update Report Listing of any balance changes to accounts that are currently flagged for collection. This will run on a daily basis.
- Collections Synchronization Report A quality assurance tool that provides a listing of all
 accounts flagged for collection activity along with their current balance.

This submission report (Collections Information report) would generate on a weekly basis (end of business on Wednesday) and provide limited patron information including the patron name, address, phone number, patron ID number, whether the patron is a juvenile, date of birth, delinquency date, and total outstanding balance. UMS does not receive title information to ensure patron confidentiality is protected. This data would be transferred to us electronically using the SirsiDynix Symphony Debt Collection Reports.

UMS will process new account data through an automated system designed specifically for the handling of information output by the Symphony Debt Collection Reports. This automated processing ensures that library data is quickly and accurately acted upon and the collection process initiated. Accuracy and timeliness help ensure positive patron goodwill and speeds up the process of recovering past due materials.

Upon receiving new accounts, we would provide the library with a file confirmation email and an acknowledgment verifying that we received the new patron accounts for processing. Following an initial skip-tracing run through the National Change of Address (NCOA) database, we then contact the patrons in our name and encourage them to return overdue materials to the library and pay their fines/fees. If any patrons were to make a check out to UMS, we would endorse the check over to the library and send the payment to the library within one business day. *All funds would go directly to the library*.

Advin Vount Library 2 | Page

We would recommend that APL continue to send a daily, itemized update list (Collections Update report) in electronic format showing details for borrowers who have responded to our contacts. The report would include borrower name, account number, and pertinent data such as amounts added, paid, waived, and value of materials returned. UMS will stop contact immediately for patrons who have cleared their accounts and adjust balances as appropriate for those who have responded before further collection activity takes place. At any time, the library can request that UMS suspend service on selective accounts. In these cases, UMS would suspend collection activity until notified by the library to continue.

We would recommend the Collection Synchronization report be generated on a quarterly basis as standard means of quality assurance. The report may be generated at any time. This measure to ensure data accuracy between UMS and the Library is unique within the industry and typically not provided by other agencies. It demonstrates our total commitment to ensuring accuracy, and patron goodwill.

We would provide the library a monthly, electronic report that details in alphabetical order by patron name and patron ID number, the value of materials returned, money received, charges waived, and balance due. We would also include a summarization of the collection performance to date. All work performed shall be conducted according to applicable provisions of the Federal Fair Debt Collection Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), Telephone Consumer Protection Act (TCPA) and state and local library confidentiality laws. Detailed records and documentation shall be maintained and provided to the library. We will ensure the confidentiality, security and safety of all library files, documents, computer files, etc. All information provided to UMS will be used solely for the purpose of collection of those accounts.

UMS would designate a representative to be the contact person for the Library. Furthermore, UMS has developed a training packet and training video to help new clients implement the service. Training support would be provided as needed to maintain a well-managed process. A UMS representative will also schedule on-site meetings with library staff to discuss the contract and any questions or issues that may arise. UMS would continue to have our technical expert work with library technical staff, at no additional cost, to work out all technical details for transferring appropriate data, as necessary.

Unique Management Services (UMS) has a long standing Strategic Partnership and sole source relationship with SirsiDynix. UMS provided significant input relative to their Debt Collection Software Module development, and is, therefore, uniquely placed to work with the Library and SirsiDynix to ensure accurate and timely transmission of data. As the sole source provider of collection and notice management services no other potential collection vendors have a formal, working partnership or mutual agreement to develop or test with SirsiDynix. Only UMS has the expertise, relationship, and ability to collaborate with SirsiDynix to meet the material recovery needs of Libraries. Please refer to Exhibit A for our Sole Source Letter describing our relationship with SirsiDynix.

UMS has cultivated over 20 years of experience working with SirsiDynix and libraries utilizing the SirsiDynix ILS and Debt Collection Software. UMS is the only collection vendor that has extensive experience currently working with over 340 Symphony ILS users. Our experience with SirsiDynix and the Debt Collection Software ensures that we will be able to quickly and effectively address any issues that may arise. The sole source arrangement with SirsiDynix allows the highest degree of collaboration between SirsiDynix, UMS, and the Library to expeditiously resolve technical issues.

Austria Printe Lieums 3 | Page

UMS accepts automated data transfer and balance adjustment information from the Library database through the SirsiDynix Debt Collection software module and interfaces designed by UMS. At the time of data transfer, the Debt Collection software module automatically updates the Library's ILS by flagging accounts selected for submission to UMS and adding the \$10 long overdue fee to the accounts. UMS works with the Library at no cost to ensure accurate and timely transmission of data.

UMS also provides the Library an Acknowledgement Report on all electronically submitted accounts. This report is available via the secure client website's Document Sharing capability, and a notification email is immediately sent upon processing. Please refer to Exhibit B for a sample of this report and notification email.

In addition to the library's current ILS vendor, UMS also has strategic or sole source partnerships with all other major library system vendors including: Innovative Interfaces, Liblime, Polaris, TLC/CARL, and VTLS, Axiell, Biblionix, Civica, Infor. In addition to these systems, UMS has helped develop similar automated processes for Open Source ILS commercial providers. As a result of our strategic partnerships with these ILS vendors, UMS technical staff will be able to assist the library as they go through any pending upgrades or future ILS migrations.

Data Security

UMS complies with all local and state confidentiality and security laws and follows the guidelines of the Fair Debt Collection Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), and Telephone Consumer Protection Act (TCPA). All UMS employees complete annual security training to ensure proper handling of data and systems to assure all data is kept secure and confidential.

In order to abide by the library policy and local, state, and federal laws that protect patron confidentiality, UMS will only correspond directly with the patron identified by the library unless given expressed written permission by that patron to release information to a third party.

Additionally, UMS obtains limited patron information. UMS does not receive any information concerning materials that are past due except the total balance owing in order to protect the patron's confidentiality.

UMS has developed a comprehensive policy plan related to the security of information systems. This plan addresses all elements of data security including access credentials, data retention, acceptable encryption, security incident responses, data destruction, and acceptable usage. In accordance with this plan, UMS maintains a standing Security Team which consists of Senior Management and Information Technology staff. The team meets on a regular basis to review the security practices of the company and ensure internal compliance with all security policies and guidelines.

UMS maintains a continual connection to the Internet via Fiber connection. This connection has a range of dedicated, static IP addresses. Connections to UMS' network are through proxy/firewall systems. Each system contains software designed for intrusion prevention and detailed logging of activity. These systems specifically control access to our internal network and are monitored by systems personnel on a continual basis. Access logs to the internal network are analyzed in order to prevent intrusions and maintain security.

Transmission of data between client and UMS is handled over a variety of channels. UMS is equipped to handle encrypted email, SSL over HTTP (HTTPS), and secure FTP. SSL options utilize 128 or 256-bit encryption from each node. All encryption options would require the client node to be responsible for utilization of the necessary client side programs needed to use SSL encryption. For example, to utilize HTTPS, the client node would need to be equipped with modern browser. UMS will demonstrate these abilities upon request.

All server type systems are contained in a locked room within our building. Access is provided only to appropriate personnel. All systems are password protected, with security considerations placed on privileged accounts. Backups of all collections related information is made on a daily basis, with a rotation of backup tapes offsite at all times. The building contains fire detection systems. In the event of catastrophe, duplicate backup systems are available for installation at an alternate location.

Work Plan and Implementation

UMS developed and trademarked the **Gentle Nudge®** process to increase the recovery of materials, fines, and fees, while ensuring the maintenance of patron goodwill. This 120-day process spaced at intervals designed to allow patron response time consists of a **minimum of three (3) scheduled letters and at least two (2) phone calls** and skip-tracing to gently elicit patron response. Non-responsive patrons may then be referred to Experian or TransUnion.

Letters gently encourage patrons to return the long overdue materials to the library and pay any fines and fees. These letters can be customized by the library. For instance, they may include a breakdown of materials, fines and fees and total amount due and/or library branches can be listed on the reverse side and other-than-English texts can be included. We do, however, encourage libraries not to make changes to the main content of the letter, because we know from experience that our written communications are effective and meet all legal requirements. An attorney regularly reviews letters for legal compliance. All scheduled letters are printed on recycled paper. See Exhibits C1 – C4 for copies of written communications currently mailed on behalf of APL.

In addition to the three scheduled letters, other letters are included as needed (at no additional cost):

- Remaining Balance letter Sent by UMS when a patron partially, but not fully, resolves their
 account. This prompts full material and revenue recovery and restores the patron to good
 standing with the library. This letter can be sent at any time, even after the 120-day process.
- Skip Tracing Letter In the event that a new address is found, an additional letter is scheduled.
 This letter can be sent at any time, even after the 120-day process.
- Paid In Full letter Posted on the InfoLink client website 24 hours after the account is resolved.
 This letter comes on UMS letterhead and assures the patron the account has been resolved.

If initial phone calls are unsuccessful, additional attempts are made to successfully contact the Library's patron and gently encourage a complete resolution of their account with the library. UMS is also sensitive to cultural needs and employs Spanish speaking contact specialists and inbound call specialists. Additionally, all APL letters include a full branch listing on the reverse of each letter along with APL approved Spanish wording, should a patron need additional assistance understanding the intent of the collection letter.

Many other collection agencies truncate or change the process if accounts are submitted or drop below a certain defined dollar amount. UMS does not differentiate service level by the balance on the account. Additionally, UMS will work the entire 120-day Gentle Nudge® process until the account has a zero balance at the Library and the patron is in good standing.

With regard to juvenile patrons, all written communications and phone calls are directed to the parent or guardian. We have excellent success with juvenile accounts without jeopardizing patron goodwill. APL will continue to have the ability to approve all collection efforts related to juvenile accounts.

UMS regularly reviews the effectiveness of contact timing, so as to avoid harassment while maximizing material and revenue recovery for the Library.

UMS continually analyzes the contact process and may enact change to optimize recovery. Any collection approach adopted by UMS will be similar in character and will contain a like number of contact attempts. UMS understands the importance of patron goodwill and strives to ensure this is maintained throughout the process. Our process is designed to encourage response, without offending or harassing the patron.

Other collection agencies may claim to work with libraries, yet their processes are designed for retail markets, dental practices, law firms, medical fields, or major for-profit companies. UMS focuses solely on libraries to provide the most tailored service possible. All aspects of the UMS collection process are designed exclusively for libraries and shaped by over 20 years of experience conducting material recovery services.

See Exhibits C1 – C4 for copies of written communications currently mailed on behalf of APL for collection activity. Please refer to Exhibit D for an example of the contact process. For a sample calling script see Exhibit E.

At the end of the 120-day **Gentle Nudge®** process, adult patrons with balances over the Library's chosen threshold of \$25, are reported to Experian and TransUnion. Unpaid accounts are maintained in active status for no less than 7 years or until the contract expires with the Library.

Many collection agencies credit report only higher balance accounts. To encourage optimal recovery, UMS completes the full 120-day process on all accounts submitted, regardless of balance. UMS maintains compliance with all FCRA provisions and regulations.

UMS provides skip-tracing services to locate patrons who have relocated or those with inaccurate contact information within the Library's database. At a minimum, this process occurs upon initial referral and approximately half way through the contact process on all accounts referred to UMS regardless of the balance of the account. When UMS finds a good address, we will contact the patron at the new location at no additional cost. UMS provides all newly acquired address information to the library in the monthly Change of Address report (COA). This report is provided in a comma delimited format to allow the library full ability to upload information to their database.

As the current material recovery provider for the APL, the implementation would be seamless and there would be no lag in service. UMS would be happy to schedule on-site refresher training as necessary.

Management Reports

UMS provides custom, detailed reports to the Library on a monthly basis highlighting the value of materials returned, money received, charges waived, and the balance due. UMS monthly management reports are designed to provide library administration a clear concise understanding about the material recovery process and its overall results. All reports are provided to the library at **no additional cost**.

Unlike traditional collection agencies, our system is designed to provide delineated reports on material returned as well as cash received and amounts waived. These reports allow the library to manage and track the entire material recovery process. By providing recovery data broken into categories of cash paid, materials returned, and amounts waived the library gains many benefits. The reporting breakout provides for easy verification that the material recovery service is revenue neutral. Understanding which accounts have fines that are waived will facilitate management by library administration of account handling during the collection process, helping to ensure a positive return for the library.

All UMS reports are designed exclusively for libraries. The following reports are provided as standard each month:

- Collection Statement (Exhibit F): A thorough listing of transactions that have occurred in previous month
- Progress Report (Exhibit G): Status of all accounts submitted during the previous six months
- Change of Address (COA) Report (Exhibit H): A detailed listing of new addresses and phone numbers obtained the previous month.
- Summary Status of Accounts Report (Exhibit I): Historical summary of collection efforts.
- Suspended Accounts Report (Exhibit J): List of all accounts suspended by the library.
- Bankruptcy Report (Exhibit K): List of all accounts with pending, discharged or dismissed bankruptcies.

In addition, a hard copy can be provided by UMS, if desired by the library.

Should APL require additional/custom reporting, a request should be made to the library's designated Account Manager. We understand that each of our clients has unique reporting needs and will work to provide the requested custom report, at no additional cost.

Most reports are available in HTML, PDF, and Excel versions to best meet the Library's needs. Please refer to Exhibits for examples of these reports.

UMS also provides custom ad-hoc reporting to the Library via the InfoLink website at **no additional charge**. Reporting can easily be done by patron name, account number, barcode, date listed with UMS, date of transaction, balance, phone number, etc. These reports can be exported in Excel format. In addition, the Library's Account Manager is available at no additional cost to answer questions or provide requested reporting, as necessary.

Online Client Account Database

Unique Management Services provides online access to our database to ensure our clients have access to information on patron accounts that have been submitted for collection activity. This site is referred to as InfoLink Account Access and gives the library 24-hour live access to UMS' system through a secured

connection. The account access feature allows authorized staff members access to all accounts referred to UMS. The site allows the user to view payments posted on a patron account, view contacts made during the collection cycle by UMS (both letters and telephone calls), view a timeline of all contacts and payments and provides the ability to update the patron address, phone number or date of birth. One of the most popular features of the Infolink Account Access site is the option of printing a paid in full letter for any account that has a \$0.00 balance, twenty-four hours a day, seven days a week.

InfoLink provides Library staff with the option to "suspend" and "resume" accounts in the UMS collection process. This important tool allows library staff to offer flexibility, such as payment plans, to patrons as needed, helping to promote positive borrower goodwill.

The library has full control as to who has permission to access this feature.

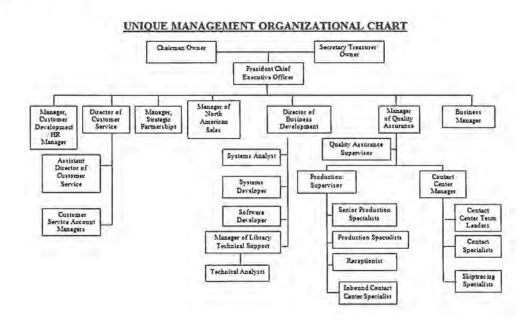
Personnel

UMS has management personnel and contact specialists (callers) that speak English, Spanish, and French to facilitate communication with non-English speaking library patrons.

An Account Manager would be assigned to work directly with designated APL staff and would meet with library staff on an annual basis or, as necessary. UMS staff worked closely with APL staff to implement the service and continue to work closely to ensure a continued smooth and beneficial service.

As UMS is the current vendor providing collection and material recovery services for APL, service would be seamless and continuous. UMS would be happy to consult with APL staff should there be any questions. Additionally, UMS would work with the Library to schedule ongoing training sessions, as desired.

The following is a summary organization chart showing project personnel who may be involved in servicing the APL.



UMS is led by Nicole Atkins, President and Chief Executive Officer. The core management team represents a combined 94 years of service at UMS and bring a wealth of knowledge and experience in debt recovery for APL.

It is UMS' mission to provide our clients with excellent customer service. At the time of implementation, every client is assigned a customer Account Manager, who is available to answer any questions or concerns that may arise. If at any time you have a question, please feel free to contact us via telephone, fax, e-mail, or letter. Your primary Account Manager has been and will continue to be Melissa Fenton, Assistant Director of Customer Service, who has worked with APL since 2004.

References

UMS currently has over **1,500** active library clients of which over **570** are SirsiDynix specific. UMS has been providing services exclusively to libraries for over two decades. Please see Reference Sheet 0700 for a sampling of clients of similar scope and size.

UMS currently services many large library systems. These systems include, but are not limited to: Fort Worth Public Library, Queens Library, King County Library System in Seattle, The New York Public Library, Los Angeles Public Library, Phoenix Public Library, Las Vegas-Clark County Library District, Cuyahoga County Public Library, Orange County Library System, Houston Public Library, Gwinnett County Public Library, Johnson County Library in the Kansas City area, Montgomery County Library, San Jose Public Library, Fairfax County Public Library, Columbus Public Library, Public Library of Cincinnati and Hamilton County, Multnomah County Library in Portland, Toronto Public Library in Ontario, Canada, Westminster City Council Libraries in London and the Casey-Cardinia Library Corporation in Australia.

Over the past five (5) years, UMS has helped our library clients who circulate a million items or greater annually recover an average of over 52% of amounts listed for collection. We encourage APL to contact all references as they will attest to our success with both recovery and customer service. Additional references can be provided, upon request.

Price vs. Value

The IFB indicates that the library is searching for the "best value". It is clear that the library realizes that value cannot simply be determined by price alone. Some of the factors to consider when judging value include knowledge of libraries, relationship with ILS vendors and intimate knowledge of the collection module, ability to recover materials in addition to cash, the ability and desire to maintain patron goodwill, ability to adapt to libraries needs and the level of customer service provided to both patrons and library staff. UMS offers all of these benefits and all are provided at **no additional fee to the library**.

Many agencies may claim to have the experience and knowledge to provide services for the library, but UMS has proven this since 2004. In that time, we have helped the Austin Public Library recover \$880,764.52 in cash received and \$723,795.40 in returned materials. The service has been not only cash neutral, but also revenue producing. Additionally, we have been able to provide continued service as the library migrated from DRA to SirsiDynix Symphony because of our almost 20 year Strategic Partnership with SirsiDynix.

Additional Services

Small Balance Program

Unique Management Services, Inc. created the Small Balance Program as a way to assist libraries in the recovery of materials and fines from customers with balances below \$25.00. The program focuses on balances between \$10.00 and \$24.99. There will, in many cases, be as many overdue accounts with balances between \$10.00 and \$24.99 as there are between \$25.00 and \$50.00. This program will allow the library to gently recover the smaller balance amounts and maintain customer goodwill in the process. The submission and update of customer accounts in this balance range will remain automated and UMS staff would assist APL staff in the proper configuration of the Symphony Collection Agency Module. As with regular collection accounts, we would receive new accounts once a week and updates on a daily basis.

This program will include a library letter (letter on library letterhead) along with two gentle recovery letters from UMS. There is no mention of credit reporting, so the Small Balance Program is extremely gentle, yet effective. This program is only for small balance amounts and costs only \$2.95 per account. References can be provided upon request.

NCOA Address Verification Service

The NCOA Database Verification service was created as libraries were looking for a means to ensure a more accurate patron database. This service allows UMS to run the library's entire patron address database through NCOA processing to search for any new address information on file with the United States Post Office. This process allows the entire database, or an active part of the database, to be processed without having to be referred to UMS for collections. This service will increase the likelihood that internal notices that are mailed will reach the patron, will save valuable staff time as a result of less returned mail, and has a potential revenue producing capability by identifying patrons outside your service area. The cost of the NCOA Database Verification is \$0.015 per record which is \$150 for every 10,000 records sent, with a minimum cost of \$750. References can be provided upon request.

Overview

As presented, UMS has demonstrated that we meet or exceed all criteria stipulated in this IFB. We feel we provide APL with the best opportunity for success while maintaining the patron goodwill desired. As an overview:

- (1) UMS has been providing collection services for libraries since 1994 and has 20 years of experience collecting in this arena.
- (2) All of our clients are libraries and the vast majority of them send data electronically to UMS every week. We have developed Strategic Partnerships with all major software vendors, including a Sole Source Partnership with SirsiDynix. Evidence of this partnership can be seen in Exhibit A. With the development of the Symphony Collection Agency reports, the library is able to send reports electronically and without the need for staff intervention. Additionally, our partnerships with the other major vendors ensures that UMS will be able to work with the library should the library migrate to another ILS system.

- (3)Unique Management developed our trademarked *Gentle Nudge®* approach of contacting delinquent patrons. This process is a combination of library-approved collection letters and phone calls, as well as skip-tracing efforts to locate patrons who have provided incorrect address information. New addresses are provided to the library on a monthly basis. All collection activity is performed according to the provisions set forth in the Federal Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA), and the Telephone Consumer Protection Act (TCPA).
- (4) At present, *UMS works with over 1,500 libraries* in the United States, Canada, the United Kingdom, Australia, and New Zealand. UMS currently services many library systems of comparable and/or greater size than APL. Some of our larger clients are as follows: Queens Library, King County Library System in Seattle, The New York Public Library, Los Angeles Public Library, Phoenix Public Library, Las Vegas-Clark County Library District, Cuyahoga County Public Library in the Cleveland area, Orange County Library System, Houston Public Library, Gwinnett County Public Library, Johnson County Library in the Kansas City area, Montgomery County Library, San Jose Public Library, Fairfax County Public Library, Columbus Public Library of Cincinnati and Hamilton County, Multnomah County Library in Portland, Toronto Public Library in Ontario, Canada, Westminster City Council Libraries in London and the Casey-Cardinia Library Corporation in Australia.
- (5)Unique Management Services provides online access to our database to ensure our clients have access to information on patron accounts that have been submitted for collection activity. This site is referred to as InfoLink Account Access and gives the library 24-hour live access to UMS' system through a secured connection. The account access feature allows authorized staff member's access to all accounts referred to UMS. The site allows the user to view payments posted on a patron account, view contacts made by UMS (both letters and telephone calls), view a timeline of all contacts and payments and provides the ability to update the patron address, phone number or date of birth. Additionally, users are able to suspend and resume account activity with the click of a button. One of the most popular features of the Infolink Account Access site is the option of printing a paid in full letter for any account that has a \$0.00 balance, twenty-four hours a day, seven days a week. The library has full control as to who has permission to access this feature.

EXHIBITS

Exhibit	Description	
A	SirsiDynix Sole Source letter	
В	Sample Acknowledgement Report	
C1 - C4	Collection Letters sent for APL	
D	Contact Process	
E	Sample Calling Script	
F	Sample Collection Statement	
G	Sample Progress Report	
Н	Sample Change of Address (COA) Report	
I	Sample Summary Status of Accounts Report	
J	Sample Suspended Accounts Report	
K	Sample Bankruptcy Report	



SOLE SOURCE AFFIDAVIT

Re: Sole Source

This letter is to certify that Unique Management Services is the SOLE SOURCE provider of collection and notice management services that function in conjunction with the SirsiDynix debt collection management software in the following territories: United States, Canada, Australia, New Zealand, and United Kingdom. This includes the small balance program as well as the standard collection program offered by Unique Management.

This Unique Management Services/SirsiDynix software interface currently is not available from any other source and SirsiDynix is the SOLE SOURCE provider of any maintenance upgrades, and /or updates associated with the software interface.

Please feel free to contact our office with any further questions. We may be reached at (801) 223-5200 or at legal@sirsidynix.com.

Dated this 27 day of January , 2014

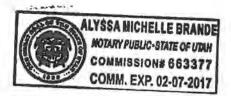
J. Scott Askew General Counsel, SirsiDynix

Subscribed and sworn to before me this Ziday of January, 2014, by J. Scott Askew.

COUNTY OF UTAH) : §

STATE OF UTAH)

Olypso Michelle Brande Notary Public



UNIQUE MANAGEMENT SERVICES 119 EAST MAPLE STREET JEFFERSONVILLE, IN 47130

Acknowledgement of New Business Recovery efforts have begun on patrons listed. If you have any questions, please contact us at 1-800-879-5453.

YOUR PUBLIC LIBRARY (201)

File Date: 2/12/2014 7:59:39 AM

Account NumberDate Listed Last NameFirst NameBalance97831722322/12/2014USERTEST\$282.98

Accounts Listed: 1 Total: \$282.98

119 E Maple St Jeffersonville IN 47130 ADDRESS SERVICE REQUESTED



February 10, 2014

665685

9011

9517538264

Karen Robinson 119 E Maple St Jeffersonville IN 47130 AUSTIN PUBLIC LIBRARY CUSTOMER SERVICE OFFICE P O BOX 2287 AUSTIN TX 78768-2287

Make Check Payable to Austin Public Library Reference Account # 987654 Amount: \$ 100.00

Past Due Balance

Detach Upper Portion And Return With Payment

Library Account #: 987654 UNC Account #: 665685 Austin Public Library

Total Due: \$100.00

Si usted habla español, por favor vea el reverso de este aviso.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

Your account has been referred to Unique National Collections by the Austin Public Library. Return of past due materials and payment of fines/fees will ensure that your account is cleared with Unique National Collections and the Library. Fines must also be paid even if the materials are returned.

The Library has requested that we provide you a courtesy notice. It is our hope that you will respond so this matter can be resolved. The Austin Public Library would like to have you, again, as a patron in good standing.

To clear your account, please return past due materials, if you still have them, to any Austin Public Library location and pay your outstanding fines. If you have misplaced the materials, or if you have returned the materials and have not yet paid your fines, please send your check in the amount of \$100.00 to: Austin Public Library, Customer Service, P O Box 2287, Austin, TX 78768-2287. On your check, reference account # 987654.

If you have any questions or are unable to pay the entire amount, please contact the Customer Service Office at 512-974-7475 during regular business hours. Library branches and telephone numbers are listed on the reverse side of this letter.

Shannon M. Daley Collection Manager

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

2RDUNIQ109011

119 E Maple St Jeffersonville IN 47130 ADDRESS SERVICE REQUESTED



February 10, 2014

665685

9012

9517538264

Karen Robinson 119 E Maple St Jeffersonville IN 47130 AUSTIN PUBLIC LIBRARY CUSTOMER SERVICE OFFICE P O BOX 2287 AUSTIN TX 78768-2287

Make Check Payable to Austin Public Library Reference Account # 987654 Amount: \$ 100.00

Past Due Balance

Detach Upper Portion And Return With Payment

Library Account #: 987654 UNC Account #: 665685 Austin Public Library

Total Due: \$100.00

Si usted habla español, por favor vea el reverso de este aviso.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

We notified you approximately three weeks ago that you had an overdue balance with the Austin Public Library. To date, the Library has not yet notified us that you have cleared your account. Fines must also be paid even if the materials are returned.

Should you ignore this notice, we want to bring certain facts to your attention. Your credit may be adversely affected with the Library and Unique National Collections. This adverse information may remain on your credit record. Why allow this to happen?

We feel sure you will agree that response is the best solution. If you have additional past due materials, they can be returned to any location of the Austin Public Library. If you have misplaced the material, or if you have returned the material and have not yet paid your fines, please send your check or money order in the amount of \$100.00. On your check, reference account no. 987654. Cash payment cannot be accepted by mail.

If you have any questions or are unable to pay the entire amount, please contact the Customer Service Office at 512-974-7475 during regular business hours. Library addresses and telephone numbers are listed on the reverse side.

Shannon M. Daley Collection Manager

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

2RDUNIO109012

119 E Maple St Jeffersonville IN 47130 ADDRESS SERVICE REQUESTED



February 10, 2014

665685

9013

9517538264

Karen Robinson 119 E Maple St Jeffersonville IN 47130 AUSTIN PUBLIC LIBRARY CUSTOMER SERVICE OFFICE P O BOX 2287 AUSTIN TX 78768-2287

Make Check Payable to Austin Public Library Reference Account # 987654 Amount: \$ 50.00

Past Due Balance

Detach Upper Portion And Return With Payment

Library Account #: 987654 UNC Account #: 665685 Austin Public Library

Total Due: \$50.00

Si usted habla español, por favor vea el reverso de este aviso.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

The Austin Public Library has notified us that you have responded recently to reduce your past due balance. The Library has asked us to contact you again because there is still a \$50,00 past due balance. Fines must also be paid even if the materials are returned.

The \$50.00 owed is still an open collection account that must be resolved to clear your record. Please contact any location of the Austin Public Library if you have any questions.

If the Austin Public Library does not hear from you, they will have no choice but to assume you do not plan to resolve the outstanding debt. I urge you to send your check or money order in the amount of \$50.00 to: Austin Public Library, Customer Service, P O Box 2287, Austin, TX 78768-2287. On your check, reference account no. 987654.

If you have any questions or are unable to pay the entire amount, please contact the Customer Service Office at 512-974-7475 during regular business hours. Library addresses and telephone numbers are listed on the reverse side.

Shannon M. Daley Collection Manager

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

2RDUNIQ109013

119 E Maple St Jeffersonville IN 47130 ADDRESS SERVICE REQUESTED



February 10, 2014

665685

9014

9517538264

Karen Robinson 119 E Maple St Jeffersonville IN 47130 AUSTIN PUBLIC LIBRARY CUSTOMER SERVICE OFFICE P O BOX 2287 AUSTIN TX 78768-2287

Make Check Payable to Austin Public Library Reference Account # 987654 Amount: \$ 50.00

Past Due Balance

Detach Upper Portion And Return With Payment

Library Account #: 987654 UNC Account #: 665685 Austin Public Library

Total Due: \$50.00

Si usted habla español, por favor vea el reverso de este aviso.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

Your account is now in our Credit Reporting Department. Your name may be recorded as a delinquent account. Also, your credit will be adversely affected with the Library and Unique National Collections. This adverse information may remain on your credit record! Why allow this to happen?

Return past due materials to any Austin Public Library location and pay the outstanding fines/fees. If you have misplaced the materials, or if you have returned the materials and have not yet paid your fines, please mail your check for \$50.00 to: Austin Public Library, Customer Service, P O Box 2287, Austin, TX 78768-2287. On your check, reference account no. 987654.

If you have any questions or are unable to pay the entire amount, please contact the Customer Service Office at 512-974-7475 during regular business hours. Library addresses and telephone numbers are listed on the reverse side.

Shannon M. Daley Collection Manager

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

2RDUNIQ109014



Sample Contact Timeline



*** A remaining balance letter is mailed anytime a patron responds in part.***



SAMPLE CALLING SCRIPT

"This is, may I speak with, please?" (If patron is a minor, ask for the parent/guardian)
 If requested person is not available, advise, "Can I leave a message? Please, have call the Library. The number is" If requested person is available and you are asked why you are calling, respond, "I am calling on behalf of the Library."
"My name is I'm with Unique National Collections." "I'm calling regarding some materials that you have checked out from theLibrary." "Have you returned the past due materials and paid your fines yet"?
 IF YES, ASK: "When were the materials returned?" "Which location?" Respond with something like: "Thank you very much. Your cooperation will make the libraries better for everyone."
 IF NO, ASK: "When can we expect to receive the past due materials and payment for your fines?" Listen and probe to obtain clear commitment (emphasize that materials must be paid for if not returned and all fines must be paid). Determine when and where materials will be returned and fines paid. Use sample questions below.
SAMPLE QUESTIONS "Do you still have all the past due materials?" "Will all the past due materials be returned on that date?" "Will you be paying for the lost materials on that date?" "Will you also be paying your fines on that same date?" "To which library location will you be returning the materials and paying the fines?"

THOSE PLANNING TO TAKE CARE OF IT:

"As long as you return or pay for the materials and fines within the next ten days, no further action will be taken against you. Your cooperation will make our libraries better for everyone. Thank you very much."

THOSE WHO ARE NON-COMMITTAL:

"Should you not return or pay for the materials and fines, we will request permission from the library to report this debt to Credit Reporting Agencies. This adverse information can stay on your record up to seven years. However, as long as you return or pay for the materials and pay your fines within the next ten days, no further action will be taken against you. Your cooperation will make our libraries better for everyone. Thank you very much." Unique Management Services, Inc. 119 East Maple Street Jeffersonville, Indiana 47130 (800) 879-5453 Fax: (812) 285-0895 https://web.unique-mgmt.com

Collection Statement: 12/1/2004 —— 12/31/2004 Created: 1/5/2005 12:53:53 PM

Any Public Library Creditor: 152 John W Smith 119 E Maple St Jeffersonville, IN 47130

DATE	ACCOUNT	NAME	ACCOUNT NUMBER	COMM	AMOUNT PAID PAY	DUE AGENCY	DUE YOU	DATE LISTED	TOTAL PAID	UNPAID
12/16/2004	Аххххх,	xxxxxx	Pxxxxxxxxx	0.00%	\$14.80 CASH	\$0.00	\$14.80	9/3/2002	\$14.80	\$0.00
12/16/2004	Ажижи,	XXXXXX	Pxxxxxxxxx	0.00%	\$70.90 MAT	\$0.00	\$70.90	12/3/2004	\$70.90	\$26.00
12/16/2004	Аххххх,	жжжжж	PXXXXXXXXX	0.00%	\$20.95 MAT	\$0.00	\$20.95	12/13/2004	\$20.95	\$41.90
12/13/2004	Вххххх,	xxxxxx	Pxxxxxxxxx	0.00%	\$4.00 CASH	\$0.00	\$4.00	7/24/1997	\$4.00	\$0.00
12/16/2004	Вххххх,	xxxxxx	Pxxxxxxxxx	0.00%	\$24.95 MAT	\$0.00	\$24.95	12/9/2003	\$24.95	\$30.95
12/13/2004	Bxxxxx,	xxxxxx	Pxxxxxxxxx	0.00%	\$25.95 MAT	\$0.00	\$25,95	9/10/2003	\$25.95	\$69.00
12/16/2004	Вххххх,	XXXXXX	Pxxxxxxxxx	0.00%	\$18.00 MAT	\$0.00	\$18.00	5/19/2004	\$18.00	\$48.00
12/13/2004	Čxxxxx,	xxxxxx	Pxxxxxxxxx	0.00%	\$65.45 MAT	\$0.00	\$65.45	11/18/2004	\$65.45	\$30.50
12/13/2004	Схихих,	XXXXXX	PXXXXXXXXX	0.00%	\$3.00 MAT	\$0.00	\$3.00	9/16/2004	\$3.00	\$49.60
12/16/2004	ДХХХХХ ,	xxxxxx	PXXXXXXXXX	0.00%	\$75.70 MAT	\$0.00	\$75.70	12/13/2004	\$75.70	\$22.00
12/16/2004	Dxxxxx,	XXXXXX	Pxxxxxxxxx	0.00%	\$15.95 MAT	\$0.00	\$15.95	9/16/2004	\$15.95	\$42.10
12/13/2004	Dxxxxx,	xxxxxx	Pxxxxxxxxx	0.00%	\$34.00 CASH	\$0.00	\$34.00	11/1/2004	\$34.00	\$0.00
12/16/2004	Dxxxxx,	xxxxxx	Pxxxxxxxxx	0.00%	\$68.45 CASH	\$0.00	\$68.45	12/3/2004	\$68.45	\$0.00
2/16/2004	Fxxxxx,	xxxxxx	Pxxxxxxxxx	0.00%	\$4.00 CASH	\$0.00	\$4.00	6/26/1998	\$4.00	\$0.00
.2/13/2004	Gxxxxx,	xxxxxx	Рххххххххх	0.00%	\$32.90 MAT	\$0.00	\$32.90	6/23/2004	\$32.90	\$40.95
12/16/2004	GXXXXX,	xxxxxx	PXXXXXXXXX	0.00%	\$36.75 MAT	\$0.00	\$36.75	6/21/2002	\$36.75	\$23.00
12/13/2004	Никии,	XXXXXX	Pxxxxxxxxx	0.00%	\$4.00 CASH	\$0.00	\$4.00	12/26/1997	\$4.00	\$0.00
12/13/2004	Нахихи,	XXXXXX	PXXXXXXXXX	0.00%	\$18.90 MAT	\$0.00	\$18.90	9/2/2004	\$18.90	\$46.90
12/16/2004	Hxxxxx,	xxxxxx	PXXXXXXXXX	0.00%	\$28.90 MAT	\$0.00	\$28.90	9/2/2004	\$28.90	\$22.00
12/16/2004	Назака,	XXXXXX	PXXXXXXXXX	0.00%	\$101-90 MAT	\$0.00	\$101.90	12/3/2004	\$101.90	\$20.00
12/16/2004	Нихихи,	xxxxxx	Pxxxxxxxxx	0.00%	\$205.89 MAT	\$0.00	\$205.89	12/13/2004	\$205.89	\$53.00
12/13/2004	Нххххх,	XXXXXX	Pxxxxxxxxx	0.00%	\$2.00 CASH	\$0.00	\$2.00	3/30/2004	\$2.00	\$144.78
12/16/2004	Нихиих,	XXXXXX	Pxxxxxxxxx	0.00%	\$6.95 MAT	\$0.00	\$6.95	12/24/1998	\$6.95	\$194.70
12/13/2004	Никких,	xxxxxx	Рихииники	0.00%	\$52.00 MAT	\$0.00	\$52,00	11/18/2004	\$52.00	\$18.00
12/13/2004	Никких,	хххххх	Pxxxxxxxxx	0.00%	\$11.00 CASH	\$0.00	\$11,00	11/18/2004	\$11-00	\$7.00
12/13/2004	Никиии,	XXXXXX	PHXXXXXXXXX	0.00%	\$2.70 CASH	\$0.00	\$2.70	10/2/1997	\$2.70	\$0.00
12/13/2004	JXXXXX,	xxxxxx	Pxxxxxxxxx	0.00%	\$2.00 CASH	\$0.00	\$2,00	12/11/1997	\$2.00	\$0.00
12/16/2004	Kxxxxx,	xxxxxx	Pxxxxxxxxx	0.00%	\$23.95 MAT	\$0.00	\$23.95	11/18/2004	\$23.95	\$60.50
12/13/2004	Кххххх,	XXXXXX	Pxxxxxxxxx	0.00%	\$4.00 CASH	\$0.00	\$4.00	8/8/1997	\$4.00	\$0.00
12/13/2004	LXXXXX,	XXXXXX	Pxxxxxxxxx	0.00%	\$49.95 MAT	\$0.00	\$49.95	11/18/2004	\$49.95	\$14.00
12/13/2004	LEXXXX,	XXXXXX	Pxxxxxxxxxx	0.00%	\$34.90 CASH	\$0.00	\$34.90	11/18/2004	\$34.90	\$24.95
12/13/2004	LXXXXX,	XXXXXX	Рихихихих	0.00%	\$24.95 MAT	\$0.00	\$24.95	11/18/2004	\$24.95	\$0.00
2/13/2004	Lxxxxx,	XXXXXX	Pxxxxxxxxx	0.00%	\$47.90 MAT	\$0.00	\$47.90	11/18/2004	\$47.90	\$20.80
12/13/2004	Миниии,	хххххх	Pxxxxxxxxx	0.00%	\$2.00 CASH	\$0.00	\$2.00	9/2/2004	\$2.00	\$25.75
12/13/2004	Михиии,	XXXXXX	Pxxxxxxxxx	0.00%	\$61.95 MAT	\$0.00	\$61.95	9/16/2004	\$61.95	\$35.00
12/16/2004	Михиик,	XXXXXX	Pxxxxxxxxx	0.00%	\$16.00 CASH	\$0.00	\$16.00	8/6/2004	\$16.00	\$0.00
12/13/2004	Mxxxxx,	XXXXXX	Pxxxxxxxxxx	0.00%	\$46.00 MAT	\$0.00	\$46.00	11/1/2004	\$46.00	\$46,00

Unique Management Services, Inc --- Collection Statement

DATE	ACCOUNT	NAME	ACCOUNT NUMBER	COMM	AMOUNT PAID PAY	DUE AGENCY	DUE YOU	DATE LISTED	TOTAL PAID	UNPAID BALANCE
12/16/2004	Мххххх,	XXXXXX	Pxxxxxxxxx	0.00%	\$20.00 CASH	\$0.00	\$20.00	12/3/2004	\$20.00	\$31.00
12/16/2004	PXXXXX,	XXXXXX	PXXXXXXXXX	0.00%	\$102.85 MAT	\$0.00	\$102.85	6/23/2004	\$102.85	\$20.00
12/13/2004	Рихиии,	XXXXXX	PXXXXXXXXX	0.00%	\$67.00 MAT	\$0.00	\$67.00	9/16/2004	\$67.00	\$25,85
12/16/2004	Pxxxxx,	XXX:XX	Pxxxxxxxxxx	0.00%	\$162,90 MAT	\$0.00	\$162.90	9/10/2003	\$162.90	\$21.00
12/16/2004	Pxxxxx,	xxxxxx	Pxxxxxxxxx	0,00%	\$46,24 MAT	\$0.00	\$46.24	9/10/2003	\$46,24	\$27.00
12/13/2004	Рихиии,	xxxxxx	Pxxxxxxxxx	\$00.0	\$4.00 CASH	\$0.00	\$4.00	3/5/1996	54.00	\$0.00
12/16/2004	RXXXXX,	XXXXXX	Pxxxxxxxxx	0.00%	\$38.00 CASH	\$0.00	\$38.00	11/12/1998	\$38.00	\$0.00
12/13/2004	RNXXXX,	NXXXXX	Pxxxxxxxxxx	0.00%	\$64.50 WAVD	\$0.00	\$64.50	11/18/2004	\$64.50	\$0.00
12/13/2004	RXXXXX,	XXXXXX	PXXXXXXXXX	0.00%	\$2.00 CASH	\$0.00	\$2.00	12/11/1997	\$2.00	\$0.00
12/16/2004	Sxxxxx,	xxxxxx	Pxxxxxxxxx	0.00%	\$2.00 CASH	\$0.00	\$2.00	7/13/1998	\$2.00	\$0.00
12/13/2004	SXXXXX,	XXXXXX	Pxxxxxxxxx	0.00%	\$17.25 CASH	\$0.00	\$17.25	8/25/2004	\$17.25	\$0.00
12/16/2004	S ииких,	хххххх	Pxxxxxxxxxx	0.00%	\$5.75 MAT	\$0.00	\$5,75	1/26/1999	\$5.75	\$60.00
12/13/2004	TXXXXX,	XXXXXX	Pxxxxxxxxx	0.00%	\$20.00 CASH	\$0.00	\$20.00	11/18/2004	\$20.00	\$35,20
12/13/2004	WXXXXX,	xxxxxx	PXXXXXXXXX	0,00%	\$42.90 MAT	\$0.00	\$42.90	11/1/2004	\$42.90	\$16.00
12/13/2004	Wxxxxx,	XXXXXX	Pxxxxxxxxx	0.00%	\$16.00 CASH	\$0.00	\$16,00	11/1/2004	\$16.00	\$0,00
2/16/2004	Wxxxxx,	xxxxxx	PXXXXXXXXX	0.00%	\$77.85 MAT	\$0.00	\$77.85	12/17/2003	\$77.85	\$50,00

Mat Recovered: Wavd Recovered;	\$1,952.83
Mat Recovered:	\$64.50
	\$1,565.23
Cash Recovered:	\$323.10

Unique Management Services, Inc. 119 East Maple Street Jeffersonville, Indiana 47130 (800) 879-5453 Fax: (812) 285-0895 https://web.unique-mgmt.com

Monthend Progress Report Created: 1/5/2005 12:48:20 PM

Any Public Library Creditor: 152 John W Smith 119 E Maple St Jeffersonville, IN 47130

ACCOUNT NUMBER	Name	AGE	DO	Listed	Amt Liste	AddedC	ollected PT	Curr Bal Last Pay Dt	Status
PXXXXXXXXXX	Анник, иники	48	60	11/18/2004	\$123,10	\$0.00		\$123.10	Bad Home Phone #
PXXXXXXXXX	Акняжк, жинжин	125	60	09/02/2004	\$104.70	\$20.00	\$83.75 MAT	\$40.95 11/29/2004	Scheduled Activity Comple
Pxxxxxxxxx	AXXXXX, XXXXXX	125	60	09/02/2004	\$52,45	\$0.00		\$52.45	Bad Home Phone #
Pxxxxxxxxx	ARRENT, XXXXXX	133	60	08/25/2004	\$57.90	\$0.00		\$57.90	Scheduled Activity Complt
PXXXXXXXXX	AXXXXX, XXXXXX	33	60	12/03/2004	\$80,90	\$16.00	\$70.90 MAT	\$26.00 12/16/2004	Initial Placement
Pxxxxxxxxx	Axxxxx, xxxxxx	133	60	08/25/2004	\$103.65	\$10.00	\$20.00 CASH	\$0.00 11/29/2004	Paid In Full
							\$93.85 MAT		
Pxxxxxxxxx	Axxxxx, xxxxxx	65	60	11/01/2004	\$166.30	\$0.00		\$166.30	Bad Home Phone #
Pxxxxxxxxx	Аххххх, хххххх	9	60	12/28/2004	\$94.24	\$0.00		\$94.24	Initial Placement
PXXXXXXXXX	Axxxx, xxxxxx	6	60	12/28/2004	\$63.15	\$0.00		\$63.15	Initial Placement
PXXXXXXXXX	AXXXX, XXXXXX	23	60	12/13/2004	\$56.85	\$6.00	\$20.95 MAT	\$41.90 12/16/2004	Initial Placement
PKKKKKKKKKK	ARREXX, XXXXXX	125	60	09/02/2004	\$810.00	\$2.00	\$12.00 CASH	\$0.00 10/07/2004	Paid In Full
							\$800.00 MAT		
Pxxxxxxxxxx	ARREXX, XXXXXX	181	60	07/08/2004	\$226.80	\$10,00	\$10.00 CASH	\$35.00 09/29/2004	Credit Reported
							\$191.80 MAT		
Pxxxxxxxxx	Bxxxxx, xxxxxx	49	60	11/18/2004	\$197.65	\$0.00		\$197.65	Bad Home Phone W
*******	Bxxxxx, xxxxxx	125	60	09/02/2004	\$68.00	\$2.00	\$18.00 CASH	\$0.00 11/29/2004	Paid In Full
							\$52.00 MAT		
Pxxxxxxxxx	Bxxxxx, xxxxxx	33	60	12/03/2004	\$82.85	\$0.00		\$82.85	Initial Placement
PREKERKERE	Вихии, иниии	8	60	12/28/2004	\$82.35	\$0.00		\$82,35	Initial Placement
PXXXXXXXXX	Виники, ихинии	9	60	12/28/2004	\$250.05	\$0.00		\$250.05	Skip-tracing Under Way
PXXXXXXXXX	BREEKK, KKEKKE	181	60	07/08/2004	\$58.90	\$89.90		\$148.80	Credit Reported
PXXXXXXXXX	BRRXXX, XXXXXX	96	60	10/01/2004	\$146,35	\$0.00		\$146.35	Secondary Placement
PXXXXXXXXX	Вххххх, хххххх	163	60	07/26/2004	\$107.85	\$0.00		\$107.85	Credit Reported
Pxxxxxxxxx	Bxxxxx, xxxxxx	65	60	11/01/2004	\$113.00	\$0.00		\$113.80	Secondary Placement
PXXXXXXXXX	Вихихх, ихихих	96	60	10/01/2004	\$51.95	50.00		\$51.95	Bad Home Phone #
Pxxxxxxxxx	Bxxxxx, xxxxxx	111	60	09/16/2004	\$77.00	\$0.00		\$77.00	Bad Home Phone #
Pxxxxxxxx	Вххххх, хххххх	33	60	12/03/2004	\$108.04	50-00		5108.04	Initial Placement
PXXXXXXXXX	Винии, иники	163	60	07/26/2004	\$81.90	\$6.00	\$71.90 MAT	\$16,00 07/29/2004	Scheduled Activity Comple
PXXXXXXXXX	Вххххх, хххххх	83	60	10/14/2004	\$54.60	\$0.00		\$54.60	Secondary Placement
PXXXXXXXXX	Вххххх, хххххх	8	60	12/28/2004	\$111.45	\$0.00		\$111.45	Initial Placement
Pxxxxxxxxx	Вххххх, хххххх	111	60	09/16/2004	\$53.85	\$5.00	\$14.95 MAT	\$43.90 11/29/2004	Scheduled Activity Comple
PXXXXXXXXX	Bxxxxx, xxxxxx	48	60	11/18/2004	\$164.25	\$0.00		\$164.25	Initial Placement
PXXXXXXXXX	BXXXXX, XXXXXX	23	60	12/13/2004	\$131.05	\$0.00		\$131,05	Initial Placement
PXXXXXXXXX	Вххххх, хххххх	48	60	11/18/2004	\$56.00	\$0.00		\$56.00	Secondary Placement
Pxxxxxxxxx	Bxxxxx, xxxxxx	181	60	07/08/2004	\$56.90	\$0.00		\$56,90	Credit Reported
Pxxxxxxxxx	Bxxxxx, xxxxxx	96	60	10/01/2004	\$143.10	\$0.00		\$143.10	Secondary Placement
Pxxxxxxxxx	Bxxxxx, xxxxxx	48	60	11/18/2004	\$324.30	\$0.00		\$324.30	Secondary Placement
Pxxxxxxxxx	Bxxxxx, xxxxxx	111	60	09/16/2004	\$60.75	\$12.00	\$23.50 MAT	\$49.25 10/18/2004	Secondary Placement
Pxxxxxxxxx	Bxxxxx, xxxxxx	33	60	12/03/2004	\$106.00	\$0.00		\$106.00	Initial Placement
Pxxxxxxxxx	Bxxxxx, xxxxxx	133	60	08/25/2004	\$58.95	\$0.00		\$58.95	Bad Home Phone #

Unique Management Services, Inc - Monthend Progress Report

CH, MENNER CH, MENNER	152 6 65 6 65 6 23 6 111 6 83 6 48 6 152 6 83 6	12/03/2004 50 08/06/2004 50 10/14/2004 50 11/01/2004 50 12/13/2004 50 10/14/2004 50 10/14/2004 50 11/18/2004 50 11/18/2004 50 11/18/2004 50 08/06/2004	\$102.86 \$61.90 \$116.50 \$58.00 \$59.53 \$67.85 \$140.55 \$55.20	\$0.00 \$2.00 \$17.00 \$4.00 \$0.00 \$0.00 \$6.00 \$0.00 \$0.00	\$22.00 CASH \$35.00 MAT \$75.16 MAT \$45.90 MAT \$57.85 MAT \$20.00 CASH	\$120.40 \$0.00 09/03/2004 \$44.70 11/29/2004 \$20.00 11/29/2004 \$116.50 \$58.00 \$59.53 \$16.00 11/29/2004 \$140.55 \$35.20 12/13/2004	Initial Placement Paid In Full Secondary Placement Initial Placement Secondary Placement Initial Placement Mail Returned Bad Home Phone # Initial Placement
CXX, XXXXXX	83 6 65 6 65 8 111 6 83 6 23 6 48 6 152 6	50 10/14/2004 50 11/01/2004 50 11/01/2004 50 12/13/2004 50 10/14/2004 50 12/13/2004 50 11/18/2004 50 11/18/2004	\$102.86 \$61.90 \$116.50 \$58.00 \$59.53 \$67.85 \$140.55 \$55.20	\$17.00 \$4.00 \$0.00 \$0.00 \$0.00 \$6.00 \$0.00	\$35.00 MAT \$75.16 MAT \$45.90 MAT \$57.85 MAT	\$44.70 11/29/2004 \$20.00 11/29/2004 \$116.50 \$58.00 \$59.53 \$16.00 11/29/2004 \$140.55	Secondary Placement Initial Placement Secondary Placement Initial Placement Mail Returned Bad Home Phone # Initial Placement
CH, HHHHH	65 6 65 6 65 6 65 6 65 6 6 6 6 6 6 6 6	11/01/2304 11/01/2004 12/13/2004 10/14/2004 10/14/2004 10/14/2004 11/18/2004 11/18/2004	\$61.90 \$116.50 \$58.00 \$59.53 \$67.85 \$140.55 \$55.20	\$4.00 \$0.00 \$0.00 \$0.00 \$6.00 \$0.00	\$75.16 MAT \$45.90 MAT \$57.85 MAT	\$20.00 11/29/2004 \$116.50 \$58.00 \$59.53 \$16.00 11/29/2004 \$140.55	Initial Placement Secondary Placement Initial Placement Mail Returned Bad Home Phone # Initial Placement
CH, HHHHH	65 6 65 6 65 6 65 6 65 6 6 6 6 6 6 6 6	11/01/2304 11/01/2004 12/13/2004 10/14/2004 10/14/2004 10/14/2004 11/18/2004 11/18/2004	\$61.90 \$116.50 \$58.00 \$59.53 \$67.85 \$140.55 \$55.20	\$4.00 \$0.00 \$0.00 \$0.00 \$6.00 \$0.00	\$45.90 MAT \$57.85 MAT	\$20.00 11/29/2004 \$116.50 \$58.00 \$59.53 \$16.00 11/29/2004 \$140.55	Initial Placement Secondary Placement Initial Placement Mail Returned Bad Home Phone # Initial Placement
CRE, RENERE	65 6 23 6 111 6 83 6 48 6 48 6 152 6	11/01/2004 12/13/2004 10/14/2004 10/14/2004 10/14/2004 11/18/2004 11/18/2004	\$116.50 \$58.00 \$59.53 \$67.85 \$140.55 \$55.20	\$0.00 \$0.00 \$0.00 \$6.00 \$0.00	\$57.85 MAT	\$116,50 \$58,00 \$59,53 \$16,00 11/29/2004 \$140.55	Secondary Placement Initial Placement Mail Returned Bad Home Phone # Initial Placement
CH, HHHHH	23 6 111 6 83 6 23 6 48 6 152 6 83 6	50 12/13/2004 50 09/16/2004 50 10/14/2004 50 12/13/2004 50 11/18/2004	\$59.00 \$59.53 \$67.85 \$140.55 \$55.20	\$0.00 \$0.00 \$6.00 \$0.00		\$58,00 \$59,53 \$16,00 11/29/2004 \$140.55	Initial Placement Mail Returned Bad Home Phone # Initial Placement
CRE, MERKER	111 8 83 6 23 6 48 6 48 6 152 6	09/16/2004 00 10/14/2004 00 12/13/2004 00 11/18/2004 00 11/18/2004	\$59.53 \$67.85 \$140.55 \$55.20	\$0.00 \$6.00 \$0.00 \$0.00		\$59.53 \$16.00 11/29/2004 \$140.55	Mail Returned Bad Home Phone # Initial Placement
CRE, RESERVE	83 6 23 6 48 6 48 6 152 6	10/14/2004 50 12/13/2004 50 11/18/2004 50 11/18/2004	\$67.85 \$140.55 \$55.20	\$6,00 \$0.00 \$0.00		\$16.00 11/29/2004 \$140.55	Bad Home Phone # Initial Placement
CRE, RERECE	23 6 48 6 48 6 152 6 83 6	12/13/2004 50 11/18/2004 50 11/18/2004	\$140.55 \$55,20	\$0.00 \$0.00		\$140.55	Initial Placement
CR, REKEK CR, REKKK CR, REKKK CR, REKKK CR, REKKK CR, REKKK CR, REKKK	48 6 48 6 152 6 83 6	50 11/18/2004 50 11/18/2004	\$55,20	\$0.00	\$20.00 CASH		
CRE, HEREKE CRE, HEREKE CRE, HEREKE CRE, HEREKE CRE, HEREKE	48 (152 (83 (50 11/18/2004			\$20.00 CASH	935 20 12/13/2004	
CKK, KREKKE CKK, KREKKE CKK, KREKKE CKK, KREKKE CKK, KREKKE	152 6 83 (\$88.00	50 00		Ann to 151 1015004	Initial Placement
CER, RESERVE CER, RESERVE CER, RESERVE CER, RESERVE	83 (08/06/2004		20.00		\$88,00	Secondary Placement
CXX, XXXXXX CXX, XXXXXX CXX, XXXXXX			\$81.79	\$0.00		\$81.79	Credit Reported
CRR, RREERR	181 6	0 10/14/2004	\$64.95	\$5.00	\$29.95 MAT	\$40,00 11/29/2004	Secondary Placement
их, кихих		07/08/2006	\$72.00	\$0.00		\$72,00	Credit Reported
	65 6	0 11/01/2004	\$61.65	\$37.95		\$99.60	Secondary Placement
	8 6	0 12/28/2004	\$147.54	\$0.00		\$147.54	Skip-tracing Under Way
CXX, XXXXXX	111 6	09/16/2004	\$53.85	\$0.00		\$53.85	Bad Home Phone #
exx, xxxxxx	133 €	08/25/2004	\$77.85	\$0.00		\$77.85	Bad Home Phone #
exx, xxxxxx	65 6	50 11/01/2004	\$204.85	\$0.00		\$204.85	Secondary Placement
exx, xxxxxx	65 6	0 11/01/2004	\$145.90	\$0.00		\$145.90	Secondary Placement
exx, xxxxxx	65 6	0 11/01/2004	\$131.90	\$0.00		\$131.90	Secondary Placement
xx, xxxxx	181 6	07/08/2004	\$52.35	\$6.00	\$23.95 MAT	\$34.40 09/03/2004	Credit Reported
XXXXXX	23 6	0 12/13/2004	\$68,95	\$0.00		\$68.95	Initial Placement
INK, XXXXX	152 6	08/06/2004	\$91.95	\$0.00		\$91.95	Credit Reported
ON, NUNNA	23 6	0 12/13/2004	\$61.90	\$0.00		\$61.90	Initial Placement
ON, WHENE	83 (0 10/14/2004	\$110.50	\$10.00	\$75.00 MAT	\$45.50 11/29/2004	Secondary Placement
XXXXXX	23 (0 12/13/2004	\$110.10	\$0.00		\$110.10	Initial Placement
CXX, XXXXXX	65 6	50 11/01/2004	\$52.90	\$6.00	\$16.00 CASH	\$0.00 12/13/2004	Paid In Full
					\$42.90 MAT		
exx, xxxxxx	111 8	09/16/2004	\$89.45	\$0.00		\$89,45	Bad Home Phone W
CXX, XXXXXX	96	10/01/2004	\$86.95	\$2.00	\$13.95 MAT	\$75.00 10/12/2004	Secondary Placement
XXXXXX	48 6	0 11/18/200	\$57.50	\$0.00		\$57.50	Secondary Placement
OK, XXXXX	111 6	09/16/2004	\$87.80	\$0.00		\$87.80	Skip-tracing Under Wa
CRR, MAXXER	125	09/02/2004	\$60.95	\$15.00	\$50.95 MAT	\$25.00 09/17/2004	Bad Home Phone W
ERR, HHENRE	163	07/26/2004	\$51.25	\$4.00	\$26.90 MAT	\$28.35 08/10/2004	Credit Reported
IXX, XXXXXX	96	10/01/2004	\$106.65	\$10.00	\$35.60 CASH	\$0.00 11/29/2004	Paid In Full
					\$80.85 MAT		
xx, xxxxxx	33	50 12/03/200	\$197.75	\$0.00		\$197,75	Mail Returned
xx, xxxxx	8 6	50 12/28/200	\$95,00	\$0.00		\$95.00	Initial Placement
xx, xxxxxx	65	11/01/200	\$87.85	\$11.00	\$77.85 MAT	\$21.00 11/29/2004	Secondary Placement
IXX, XXXXXX	23	50 12/13/2004	\$50.00	\$0.00		\$50.00	Initial Placement
IXX, XXXXXX	23	50 12/13/200	\$75.00	\$0.00		\$75.00	Initial Placement
	CKK, KKKKKK	KKK, NKKKKK 23 KKK, NKKKKK 152 KKK, NKKKKK 23 KKK, NKKKKK 23 KKK, NKKKKK 23 KKK, NKKKKK 65 KKK, KKKKKK 111 KKK, NKKKKK 48 KKK, NKKKKK 125 KKK, NKKKKK 163 KKK, NKKKKK 33 KKK, NKKKKK 33 KKK, NKKKKK 65 KKK, NKKKKK 23 KKK, NKKKKK 23	XXX, XXXXXX 23 60 12/13/2004 XXX, XXXXXX 152 60 08/06/2004 XXX, XXXXXX 23 60 12/13/2004 XXX, XXXXXX 23 60 12/13/2004 XXX, XXXXXX 65 60 11/01/2004 XXX, XXXXXX 111 60 09/16/2004 XXX, XXXXXX 48 60 11/18/2004 XXX, XXXXXX 125 60 09/02/2004 XXX, XXXXXX 163 60 07/26/2004 XXX, XXXXXX 33 60 12/03/2004 XXX, XXXXXX 33 60 12/03/2004 XXX, XXXXXX 8 60 12/28/2004 XXX, XXXXXX 65 60 11/01/2004 XXX, XXXXXX 8 60 12/28/2004 XXX, XXXXXX 65 60 11/01/2004 XXX, XXXXXX 65 60 11/01/2004 XXX, XXXXXX 65 60 11/01/2004 XXX, XXXXXX 65 60 11/01/2004	XXX. XXXXXXX 23 60 12/13/2004 \$68.95 XXX. XXXXXXX 152 60 08/06/2004 \$91.95 XXX. XXXXXXX 23 60 12/13/2004 \$61.90 XXX. XXXXXXX 23 60 12/13/2004 \$110.50 XXX. XXXXXXX 65 60 11/01/2004 \$110.10 XXX. XXXXXXX 111 60 09/16/2004 \$89.45 XXX. XXXXXXX 96 50 10/01/2004 \$86.95 XXX. XXXXXXXX 48 60 11/18/2004 \$57.50 XXX. XXXXXXXX 125 60 09/02/2004 \$87.80 XXX. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXX, XXXXXX 23 60 12/13/2004 \$68,95 \$0.00 XXX, XXXXXX 152 60 08/06/2004 \$91,95 \$0.00 XXX, XXXXXX 23 60 12/13/2004 \$61,90 \$0.00 XXX, XXXXXX 83 60 10/14/2004 \$110.10 \$0.00 XXX, XXXXXX 65 60 11/01/2004 \$52.90 \$6.00 XXX, XXXXXX 111 60 09/16/2004 \$89.45 \$0.00 XXX, XXXXXX 96 60 10/01/2004 \$86.95 \$2.00 XXX, XXXXXX 48 60 11/18/2004 \$57.50 \$0.00 XXX, XXXXXX 111 60 09/16/2004 \$86.95 \$2.00 XXX, XXXXXX 125 60 09/02/2004 \$60.95 \$15.00 XXX, XXXXXX 163 60 07/26/2004 \$51.25 \$4.00 XXX, XXXXXX 36 60 12/03/2004 \$197.75 \$0.00 XXX, XXXXXX 36 01/01/2004	XXX, XXXXXX	XXX, XXXXXX

Total Amount Listed (7/1/2004 - 12/31/2004):	\$31,459.69
Total Accounts Listed:	294
Cash Recovered:	\$1,332,50
Mat Recovered:	\$8,600.27
Wavd Recovered:	\$226,55
Total Recovered:	\$10,159.32

Unique Management Services, Inc. 119 East Maple Street Jeffersonville, Indiana 47130 (800) 879-5453 Fax: (812) 285-0895 https://web.unique-memt.com

Change Of Address Report: 12/1/2004 --- 12/31/2004 Created: 1/5/2005 12:54:01 PM

Any Public Library Creditor: 152 John W Smith 119 E Maple St Jeffersonville, IN 47130

ACCTNO: PXXXXXXXXX

Name: Bxxxxx, xxxxxx

NEW:

XXXX XXXXXXXX XXXXX

xxxxxx xx 99999 (xxx) xxx-xxxx

OLD:

уууу ууу уууууууууу

уууууу уу 47130

(ууу) ууу-уууу

ACCTNO: Pxxxxxxxxxx

Name: Bxxxxx, xxxxxx

NEW:

OLD:

XXXX XXXXXXXX XXXXX

уууу ууу уууууууууу

xxxxxx xx 99999

уууууу уу 47130

(xxx) xxx-xxxx

(ууу) ууу-уууу

ACCTNO: PXXXXXXXXX

Name: Bxxxxx, xxxxxx

NEW:

OLD:

XXXX XXXXXXXX XXXXX

xxxxxx xx 99999 (xxx) xxx-xxxx

уууу ууу уууууууууу

уууууу уу 47130

(ууу) ууу-уууу

ACCTNO: Pxxxxxxxxxx

Name: Cxxxxx, xxxxxx

NEW:

OLD:

XXXX XXXXXXXX XXXXX

уууу ууу уууууууууу

xxxxxx xx 99999

уууууу уу 47130

(xxx) xxx-xxxx

(ууу) ууу-уууу

ACCTNO: Pxxxxxxxxx

Name: Dxxxxx, xxxxxx

NEW:

OLD:

XXXXX XXXXXXXX XXXXX

уууу ууу уууууууууу

xxxxxx xx 99999

уууууу уу 47130

(xxx) xxx-xxxx

(ууу) ууу-уууу

ACCTNO: PXXXXXXXXXX

Name: Fxxxxx, xxxxxx

ACCOUNT STATUS REPORT

PAGE: 792

MRS. RACHEL HOWIE

LETTER TEST CLIENT

119 EAST MAPLE STREET

JEFFERSONVILLE IN 47130

CREDITOR: 201 -- LETTER TEST CLIENT DATES LISTED: 01/01/1900 TO 12/31/2013

- f Accounts Activated : 44.65%

ALL AMOUNTS LISTED

Accounts Submitted	4	225	Dollars Submitted	4	65,855.57	Dollars Received	1	27,678.91
Bankruptcies	4	0	Dollars in Bankruptcy	6	0.00	Material Returned	1	2,286.20
Incorrect Addresses		45	Dollars in Skips	2	2,727.94	Dollars Waived	¥	1,123.50
Patron Disputes/Suspends		31	Dollars in Dispute		9,334.25	Total Activated	:	45,273.25
Accounts in Process	4	159	Dollars in Process	1	27,982.10	% of Dollars Activated		161.79%
# of Accounts Activated		71						

Unique Management Services, Inc. 119 East Maple Street Jeffersonville, Indiana 47130 (800) 879-5453 Fax: (812) 285-0895 https://web.unique-mgmt.com

Suspended Accounts: 12/1/2004 —— 12/31/2004 Created: 1/5/2005 12:54:09 PM

Any Public Library Creditor: 152 John W Smith 119 E Maple St Jeffersonville, IN 47130

NAME	LIB REF.	List Date	Last Pay Date	Amt Listed	Total Recovered	Curr Balance
Dxxxxx, xxxxxx	Pxxxxxxxxx	02/05/1997	12/07/1996	\$90.00	\$0.00	\$90.00

Exhibit K

Unique Management Services, Inc. 119 East Maple Street Jeffersonville, Indiana 47130 (800) 879-5453 Fax: (812) 285-0895 https://web.unique-mgmt.com

Bankruptcy Report: 1/5/2005 Created: 1/5/2005 1:00:10 PM

Any Public Library Creditor: 515 John W Smith 119 E Maple St Jeffersonville, IN 47130

ACCOUNT NUMBER	PATRON NAME	DATE LI	STED BALANCE	LISTED C	URRENT BALANCE LA	AST PAY DATE DATE REPORTED
1******	Sxxxxx, xxxxxx	6/30/2003	\$75.00	\$75.00	1/1/1900	1/5/2005

Unique Management Services, Inc. 119 East Maple Street Jeffersonville, Indiana 47130 (800) 879-5453 Fax: (812) 285-0895 https://web.unique-memt.com

NEW TO BANKRUPTCY: 1/1/2005 — 1/5/2005 Created: 1/5/2005 1:00:10 PM

Any Public Library Creditor: 515 John W Smith 119 E Maple St Jeffersonville, IN 47130

ACCOUNT NUMBER	PATRON NAME	DATE LISTED BALA	NCE LISTED	CURRENT BALANCE LA	ST PAY DATE DAT	TE REPORTED
1xxxxxxxxx	Sинин, инини	6/30/2003	\$75.00	\$75.00	1/1/1900	1/5/2005

Unique Management Services, Inc. 119 East Maple Street Jeffersonville, Indiana 47130 (800) 879-5453 Fax: (812) 285-0895 https://web.unique-mgmt.com

BANKRUPTCY DISMISSED->(DENIED) OR DISCHARGED->(GRANTED): 1/1/2005 — 1/5/2005 Created: 1/5/2005 1:00:10 PM

Any Public Library Creditor: 515 John W Smith 119 E Maple St Jeffersonville, IN 47130

ACCOUNT NUMBER	PATRON NAME	DATE	BALANCE LISTED	CURRENT BALANCE	LAST PAY DATE	DATE	STATUS
1xxxxxxxxxx	Скхххх, хххххх	2/1/2001	\$100.00	\$0.00	6/20/2001	1/5/2005	DISCHARGED

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

- 1. <u>CONTRACTOR'S OBLIGATIONS</u>. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
- 3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
- 5. <u>TITLE & RISK OF LOSS</u>: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
- 6. <u>DELIVERY TERMS AND TRANSPORTATION CHARGES</u>: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
- 7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
- 8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
- 9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property.
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.
- 16. <u>SPECIAL TOOLS & TEST EQUIPMENT</u>: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City:
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- 20. <u>WARRANTY TITLE</u>: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
- 21. WARRANTY DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
 - A. Recycled Deliverables shall be clearly identified as such.

- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
- 22. **WARRANTY SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
 - A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be <u>at least</u> one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
- 23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
- 24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

- 25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 26. <u>DEFAULT</u>: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
- 27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs. losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation. cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 29. <u>FRAUD</u>: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
- 32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. <u>Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions</u>
- 33. <u>CLAIMS</u>: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

- 35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: 36. (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
- CONFIDENTIALITY: In order to provide the Deliverables to the City, Contractor may require access to certain of the 37. City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
 - A. <u>Patents.</u> As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. <u>Copyrights</u>. As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or

joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
- 39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
- 40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

- 45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 46. <u>WAIVER</u>: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 47. <u>MODIFICATIONS</u>: The Contract can be modified or amended only by a writing signed by both parties. No preprinted or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 48. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
- 50. <u>JURISDICTION AND VENUE</u>: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the

parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

- 51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 52. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. EQUAL OPPORTUNITY

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph
 - i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by fax, to 512-972-4015, or email, to terra.green@austintexas.gov by close of business seven calendar days before the bid due date.

- 2. **INSURANCE:** Insurance is required for this solicitation.
 - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disgualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

- B. <u>Specific Coverage Requirements</u>: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
 - ii. <u>Commercial General Liability Insurance</u>: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. <u>Endorsements</u>: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 3.B.i and 3.B.iii do not apply. The selected vendor must submit a statement on the planned method of shipment.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
- 4. **INVOICES and PAYMENT**: (reference paragraphs 12 and 13 in Section 0300)
 - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Public Library
Attn:	Administrative Offices

Address	P.O. Box 2287
City, State Zip Code	Austin, TX 78768

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

6. ECONOMIC PRICE ADJUSTMENT:

- A. Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. <u>Adjustments</u>: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

- D. Indexes: In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - The following definitions apply:
 - (1) Base Period: Month and year of the original contracted price (the solicitation close date).
 - (2) Base Price: Initial price quoted, proposed and/or contracted per unit of measure.
 - Adjusted Price: Base Price after it has been adjusted in accordance with the applicable (3)index change and instructions provided.
 - Change Factor: The multiplier utilized to adjust the Base Price to the Adjusted Price. (4)
 - Weight %: The percent of the Base Price subject to adjustment based on an index (5) change.
 - ii. Adjustment-Request Review: Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. Index Identification: Complete table as they may apply.

	Weight % or \$ of Base Price: 100%			
	Database Name: Data processing and related services			
	Series ID: PCU51825182			
		☐ Seasonally Adjusted		
	Geographical Area: National			
	Description of Series ID: Data processing and related services			
	This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All			
E.	<u>Calculation</u> : Price adjustment will be calculated as follows: Single Index: Adjust the Base Price by the same factor calculated for the index change.			
	Index at time of calculation			
	Divided by index on solicitation close date			
	Equals Change Factor			
	Multiplied by the Base Rate			
	Equals the Adjusted Price			
F.	If the requested adjustment is not supported by the may consider approving an adjustment on fully doc	e referenced index, the City, as its sole discretion, umented market increases.		

- CONTRACT MANAGER: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Xavier Ramirez
Xavier.Ramirez@austintexas.gov
(512) 974-7448

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



Scope of Work For Collection of Delinquent Library Materials, Fines, and Fees

1.0 PURPOSE

The City of Austin (City) is seeking bids from collection agencies, bureaus or other firms qualified and experienced in collecting past due or delinquent accounts, for the collection of non-returned library materials, fines, and fees.

2.0 SCOPE OF WORK

2.1 Objective

The City seeks assistance in the handling and collecting of outstanding fines, fees, and non-returned library materials for the Austin Public Library, hereinafter referred to as the "Library." The primary objective of the Library is to recover library materials.

2.2 Referral Criteria

The Library makes no guarantee as to the number, type, dollar amount, or collectability of fines, fees, and library materials from these accounts. The Library will determine which accounts are referred to the Contractor for collection. Generally, the Library will refer collection for accounts owing twenty-five dollars or more that are over 56 days overdue.

2.3 Relationship of Contractor to City

This proposal does not seek to create an employer/employee relationship, joint enterprise, partnership, or joint venture. The Contractor is an independent contractor solely responsible for the acts, means, and methods used to collect Library outstanding fines, fees, and materials on all referred accounts.

2.4 Collection Fee

The Contractor shall be paid according to the agreed firm fixed unit price charge structure per Section 0600, Bid Sheet. The outstanding balance of any case referred to the Contractor may contain two components: 1) the amount due for non-returned library materials and 2) fines and fees for overdue materials. Customers must make all payments and return all materials to the Library.



Scope of Work For Collection of Delinquent Library Materials, Fines, and Fees

3.0 BACKGROUND

The Austin Public Library currently consists of the John Henry Faulk Central Library, Austin History Center, and 20 branch libraries. The Library's holdings consist of over 1,426,000 items. There are currently 476,912 registered borrowers. The annual circulation for Fiscal Year 2013 totaled 5,129,759 items.

The Library currently attempts collection by emailing and writing to the account holder. The Library sends two letter notifications of charges/fees to the cardholder, one at 29 days, and one at 42 days, including a series of overdue email notifications.

Fees consist of the Extended Use fee per the Library's Fee Schedule and Library policy, see Attachment A. The initial referral of accounts with outstanding balances of \$25 or more will consist of accounts dating from 56 to 90 days.

The number of accounts that will be referred to collections in a representative month is approximately 350. It is estimated that the accounts have an approximate value of \$30,000 per month.

4.0 REPORTS

- 4.1 The Contractor shall work directly with the Library and the Library's software vendor Sirsi/Dynix to develop and implement a module for two way reporting.
 - 4.1.1 The Library currently generates various reports to the Vendor.
 - 4.1.1.1 A referral list
 - 4.1.1.2 A report that displays account updates (i.e. material returned and payments)
 - 4.1.1.3 A report to reconcile active accounts with vendor accounts
 - 4.1.2 The Vendor currently generates various reports to the Library.
 - 4.1.2.1 Change of address found from skip tracing
 - 4.1.2.2 Collection Statement (payment made)



Scope of Work For Collection of Delinquent Library Materials, Fines, and Fees

- 4.1.2.3 Summary of accounts (collection activity)
- 4.1.2.4 Bankrupt activity
- 4.1.2.5 Suspended account activity
- 4.2 The Library will generate a weekly report identifying the accounts referred to the Contractor for collection and outstanding balances paid. This information will be provided to the Contractor in an electronic format on a weekly basis by the end of business day every Wednesday. The Contractor is responsible for assuring compatibility of its information systems with the data supplied by the Library in the format described. The Library's database software is Sirsi/Dynix Unicorn WorkFlows 3.4.1.3 GA, manufactured by Sirsi/Dynix. Contractor shall work with Library staff and Sirsi/Dynix to assure accurate and timely transmission of data.
 - 4.2.1 Juvenile accounts will be flagged with a "JUV" profile name. Contractor and the Library will determine the best way to provide parent/guardian information for collection purposes. The Library must preapprove juvenile collection communication process.
 - 4.2.2 Fines and fees received directly by the Library for accounts that have been previously turned over for collection will be accounted for and will appear on a separate Sirsi/Dynix WorkFlows daily report.
- 4.3 The following information, if available, will be provided to the Contractor on all accounts assigned for collection:
 - Account Number
 - Name of account holder
 - Address
 - Home Phone Number
 - Profile name (Juvenile and Adult names)
 - Birthdate
 - Amount due
- 4.4 The Contractor shall provide an electronic monthly report to the Library detailing the collection activity on all assigned cases. This report shall include the number



Scope of Work For

Collection of Delinquent Library Materials, Fines, and Fees

of contacts attempted (separated between written and telephonic) for assigned accounts and updated addresses found through skip tracing. This report must accompany the Contractor's monthly invoice and be submitted to the Library. All questions about an item appearing on the report must be resolved prior to issue of monthly payment.

5.0 CONTRACTOR REQUIREMENTS

- 5.1 The Contractor shall provide all personnel, materials, services, and facilities needed to fulfill the requirements described in this Invitation for Bid-Best Value (IFB-BV).
- 5.2 The Contractor shall have an emphasis on getting library material back to the library.
- 5.3 The Contractor shall have a minimum of five (5) years of experience in providing collection of delinquent library materials, fines, and fees.
- 5.4 The Contractor shall provide copies of telephone scripts, demand letters, and/or other materials used in the performance of the contract for review by the Library. The Contractor shall get City approval on these materials prior to use.
 - 5.4.1 Written demand letters must breakdown the amount due for materials, fines, and fees, and total amount due.
 - 5.4.2 Written demand letters must contain Austin Public Library branch listings, including location addresses and phone numbers on the back.
- 5.5 The Contractor shall have close coordination with the Library for all collection operations at all times.
- 5.6 The Contractor shall provide training, as needed, to Library staff on how to navigate through Contractor's 24-hour, live interactive account database, and how to interpret contractor's reports.
- 5.7 The Contractor shall ensure the confidentiality, security, and safety of all Library files, documents, and computer files.



Scope of Work For

Collection of Delinquent Library Materials, Fines, and Fees

- 5.8 The Contractor shall submit accounts to Experian and TransUnion credit bureaus and maintain them in an active status for seven years (unless stated by state law) or until the duration of the contract.
- 5.9 The Contractor shall provide skip tracing services to locate patrons with bad addresses. Contractor shall provide updated addresses to the Library, cross-referenced with patron account number, on a monthly basis via an electronic report.
- 5.10 The Contractor shall provide the Library 24-hour, live, interactive account access to the contractor's database to update and view patron's collection cycles and progress. Access must include details and dates of customer contact and communications, ability to update customer's information, listing of collection stages and progress, ability for the Library to suspend collection for a duration of time determined by the Library, and access to "paid in full" letters for accounts referred on demand.
- 5.11 The Contractor shall direct all payments and the return of material back to the Library.

6.0 FINE/FEE WAIVERS

The Library reserves the right to waive charges on customer accounts according to library policy and as specified per the fee schedule.

7.0 LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

Contractor shall comply with all laws, statutes, and other governmental provisions in effect during the term of the agreement; including the Federal Fair Debt Collection Practices Act.

8.0 EVALUATION CRITERIA

- 8.1 Price 51 Points Maximum, bidder with the lowest cost to the City receives maximum points; remaining bidders are scored on a percentage ratio basis.
- 8.2 Demonstrated Applicable Experience/Prior Experience 20 Points Maximum. Experience in this specific area of library collections, experience in similar



Scope of Work For

Collection of Delinquent Library Materials, Fines, and Fees

volume of accounts, performance results from similar clients, experience and stability of key staff, collection techniques utilized and references from current and previous library clients.

- 8.3 Project Concept and Solutions Proposed 19 Points Maximum. Collection efforts proposed, adequacy and sophistication of data processing resources, adequacy and sophistication of telephone resources, letter series, number of telephone calls, use of skip tracing, reports provided to City, flexibility in meeting City's reporting needs, payment handling procedures, implementation work plan and timetable, accommodation of Non-English speaking customers and handling of customer questions/problems. Please describe any type of incentive program that your company may have in place.
- 8.4 Local Business Presence 10 Points Maximum.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0