



Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

Request for Proposal **Shelby County Government** **Purchasing Department**

160 N. Main, Suite 900
Memphis, TN 38103

Issued: September 11, 2015

Due: October 2, 2015 no later than 3:00 P.M. (Central Standard Time)

RFP #16-009-20

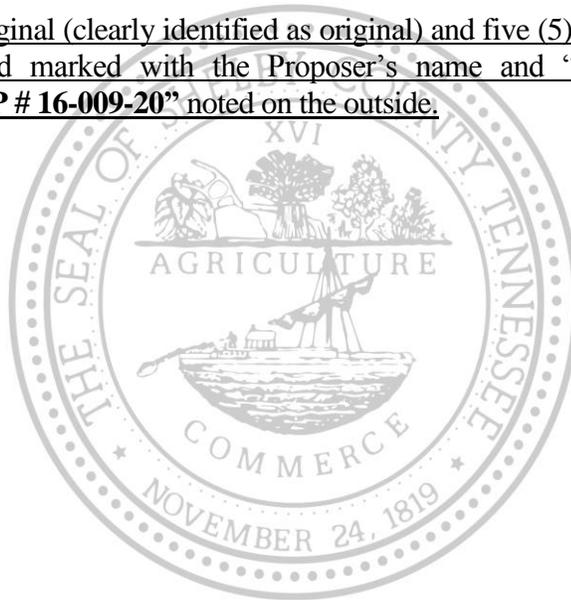
Online Auction Services **For Shelby County Tax Sales**

Shelby County Government (the "County") is soliciting, on behalf of the Shelby County Trustee and the Shelby County Clerk and Master of Chancery Court, written proposals, on a competitive basis from qualified vendors to provide internet based auctions for tax sales. The RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 3:00 p.m. October 2, 2015**. Proposals should be addressed to:

Robert S. Brenner, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103

The package containing an original (clearly identified as original) and five (5) copies and a digital CD of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, ONLINE AUCTION SERVICES, RFP # 16-009-20" noted on the outside.



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Note: Please make sure you pay close attention to Sections: I-V, IX - XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

The Shelby County Government (the “County”) desires to increase the number of properties sold to private purchasers in tax sale by using the internet to market and sell property to a broader base of interested parties. The County desires to facilitate the return of these properties to a revenue-producing status while seeking to reduce blight and better the community as a whole.

Therefore, the County is requesting proposals from interested and qualified firms to provide a website and related support for auctioning tax delinquent properties to qualified buyers. This Request for Proposal (“RFP”) is being released to ask interested and qualified firms to prepare and submit proposals in accordance with instructions provided. A successful candidate will be selected and invited to enter into a contractual relationship with the County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have a minimum of five (5) years of experience providing internet auctions for government tax sales of real estate.
2. Provide sales statistics for the last 2 years for all governmental tax sale auctions by tax sale including the number of properties in the sale, number of properties either sold at auction or paid out of the sale before the auction.
3. Provide tax dollar value of the statistics as outlined in # 2 above.
4. Provide the number of registered bidders as of June 30, 2015 and the percentage of those bidders that have purchased at least one property over the last 2 years.
5. Have sufficient, competent and skilled staff, with experience in performing the Services.
6. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees. For firms located within the boundaries of Shelby County have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerk’s Office.
7. **Apply and qualify** for a Vendor Number through Purchasing and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration **prior to submitting your response.**
8. Have the necessary credentials, licenses, etc. (if applicable) that govern the services provided and adhere to all applicable local, state and federal laws.
9. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 1/01/12). Proof and documentation of employment eligibility must be included with the proposal.
10. Adhere to all Title VI requirements and a written statement of compliance to Title VI in your response.
11. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number.

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. *(Applications for a vendor number are accepted online only.)*

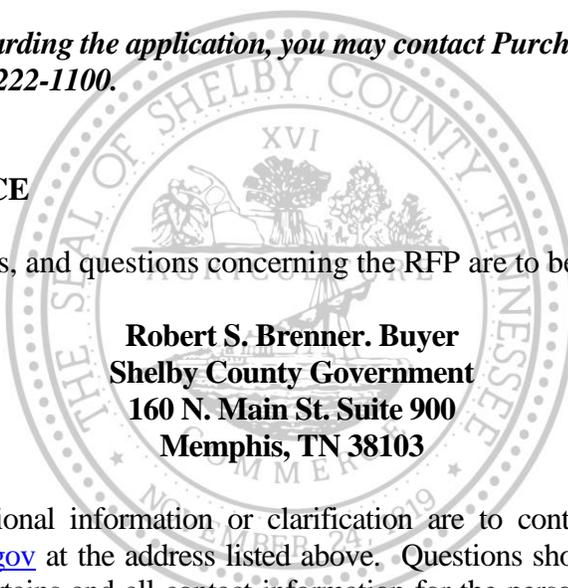
Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals, and questions concerning the RFP are to be submitted to:



**Robert S. Brenner, Buyer
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Bob Brenner in writing at bob.brenner@shelbycountyttn.gov at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be September 25th by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at www.shelbycountyttn.gov within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than **October 2, 2015 @3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	Friday, September 11, 2015
Proposal Due Date	Friday, October 2, 2015 by 3:00 pm (CST)
Notification of Award	November/December 2015
Services to Commence	Immediately upon execution of the contract

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

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

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

H. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten percent (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small

businesses, then the County may solicit bids for the goods or services from all other sources.

- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or proposer to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or proposer can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
- (viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.
- (ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:
 - a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
 - b. A preference of up to three and one-half percent (3.5%) shall be allowed for contracts up to \$750,000.00;
 - c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
 - d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.
- (x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting

the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

- (xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.
- (xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.
- (xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.
- (xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.
- (xv) The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce

the plan upon request of Shelby County Government. Failure to provide shall constitute a material breach of contract.

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

The Shelby County Clerk and Master and the Shelby County Trustee, as the respective tax sale auctioneer and the delinquent tax collector for Shelby County, City of Memphis and six other municipalities, are seeking to auction all tax delinquent real estate properties through an internet based auction process. This RFP provides information on the current tax sale process as well as anticipated future needs.

The Trustee has the principal responsibility for the billing and collection of property taxes associated with approx. **389,000 parcels** (2012 count) with anticipated revenues to exceed **\$1.250 billion** in the 2015-2016 fiscal year. Property taxes are categorized as follows:

- Real property taxes
- Personal property taxes
- Railroad and Public Utility taxes (Formerly known as TPSC)
- Payment in lieu of taxes (PILOT)

Real property taxes are taxes on real estate, improved or raw land. Personalty taxes are taxes on equipment and other items used in business. Railroad and public utility taxes are taxes set by the state for use of roadways and other locations for business purposes. INL or payment in lieu of taxes are programs to attract business by offering initial reduced rates.

Current taxes are due between October 1 and the last day in February. Taxes become delinquent on March 1st of each year. After March 1st, interest and penalty (I & P) charges accrue on the base tax at a rate of 1% interest and .5% penalty or 18% per annum.

Tennessee Code Annotated § 67-5-2405 requires the Trustee to file suit to collect delinquent real estate taxes. An annual tax lawsuit is filed with Chancery Court by April 1st of each year to collect delinquent real estate property taxes, penalties, interest and cost of the suit. Once the annual lawsuit process is concluded and taxes remain outstanding the County holds a tax sale to sell property in order to collect delinquent taxes. Chancery Court orders the sale of the property for cash, subject to the equity of redemption, which gives the delinquent taxpayer the right to pay the taxes, interest, penalties and costs, and terminate the sale proceeding as to their property interest.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's

personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Project Time Frame

The initial contract term will begin immediately upon execution of the contract through June 30, 2016, with the option to renew for three **(3)** additional one year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. Currently, the number of properties in the sale may range from 2,250-3,000 properties per year divided among 3-4 tax sales. The Provider is encouraged to provide a quote per parcel or per task in order to accommodate a variable number of parcels in each sale. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

E. Selection Criteria

Each response will be evaluated on the criteria outlined in Section IX - XI of this document. Each respondent should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County. The award may go to more than one respondent depending on response.

VIII. PURPOSE / SCOPE OF WORK

The County will select the best-qualified company and award a contract to a vendor that can provide online tax sales for approximately 2,250-3,000 properties per year divided among 3-4 tax sales during the period of July 1, 2015-June 30, 2016 with estimated sale dates of January 19, 2016, April 5, 2016 and June 22, 2016.

In the future, the County anticipates outsourcing the entire tax sale process. Therefore, preference will be given to those vendors with the ability and experience to perform all the statutorily-required legal steps involved both in the tax collection and actual tax sale process. These steps include, but are not limited to, overall collection efforts to those taxpayers selected for tax sale, title search, proper legal notice to owners, lienholders and equity interests, and compiling all statutorily-required filings. Although this ability is not a requirement of the bid, preference will be given to those vendors that could provide the documentation for the complete tax sale process.

Proposers must respond and comply with all of the scope of work services. The Proposer may not submit a proposal for services not listed in the above request.

IX. CONTRACT REQUIREMENTS

A. Tax Collection and Tax Sale Overview

1. TRUSTEE'S COLLECTION DEPARTMENT

The Trustee's collection department is charged with the primary responsibility of collecting delinquent taxes. Twenty-one staff members handle all collection efforts including skip trace, delinquent mailings, bankruptcy and legal actions. In 2011, the Trustee purchased third-party software to enhance collection processes with automated workflow and targeted activities. Collectors make outgoing calls based on work queues within the collection software. In conjunction with these calls, the Collection Department also initiates automated telephone calls to encourage payment activity.

2. TRUSTEE'S LEGAL DEPARTMENT AND DELINQUENT TAX ATTORNEYS

If normal collection efforts are not sufficient to collect the delinquent taxes state statute requires the Trustee to file a lawsuit for unpaid taxes. This activity is performed by the Delinquent Tax Attorneys in the Trustee's Legal Department. Delinquent taxpayers who have filed for bankruptcy, are appealing their taxes before the Board of Equalization, or are exempt may be excluded from lawsuit.

In an effort to make contact with the property owners, legal notifications are published throughout Shelby County warning of impending court. Automated telephone calls are also used to inform delinquent taxpayers of the lawsuit scheduled for their properties. If the taxes remain unpaid, the delinquent tax attorneys go through all statutorily-required steps to obtain default judgment against the property owners. When properties become about three (3) years delinquent, they are eligible to be sold at tax sale.

3. TRUSTEE'S TAX SALE DEPARTMENT

The tax sale process is governed by procedure and notice requirements outlined in TCA §§ 67-5-2401 through 67-5-2516. The Clerk and Master of Chancery Court is responsible for conducting the tax sale while the Trustee's staff and delinquent tax attorneys process each parcel through the appropriate steps as required by statute. Normally, 3-4 tax sales are conducted annually with approximately 2,250-3,000 properties divided among those sales. Every year, there are more parcels available for sale than can be processed based on the time and funds available from the County.

In order to process this many properties through each sale the Trustee's Tax Sale Department develops a detailed schedule outlining all the tasks involved in the process. Any variance from this schedule violates that statutory requirements and may create expensive delays with repeated mailings, additional advertisements and confusion to the courts and taxpayers. **See Exhibit A for sample schedules for upcoming tax sales.**

The tax sale process requires advertisements in a local paper as well as many attempts at proper notifications to owners, lienholders and equity interests. Advertisements provide legal descriptions of the properties as well as the minimum bid (total of all taxes, fees, courts costs, penalties and interest due). There are numerous court filings in Chancery Court that must be made at various times during the tax sale process.

At the advertised date and time, a live auction is held in County Commission Chambers by the Chancery Court Clerk and Master. Bidders are registered, assigned bidder numbers and given a procedural handout (**Exhibit B**). Each property in the sale, as of the morning of the sale, is presented for bid in parcel number order. The Clerk and Master makes the minimum bid on each property on behalf of the County. After the Clerk and Master bids on behalf of the County, the auction is considered "live". Bidding continues until the highest bid is received. Certain parcels are removed from sale and certain parcels by County Resolution prevent the County from bidding.

Successful bidders are awarded the bid, and given 24 hours to pay the total bid amount to the Chancery Court Clerk and Master. Once a winning bidder has paid the bid amount, the Clerk and Master receipts the payment and subsequently sends the payment to the Trustee. The Trustee applies the payment to the outstanding balances on record at the time of the sale. However, if no one bids on a parcel other than the Clerk and Master on behalf of the County, then property is "sold" to the County and property ownership is transferred to the County.

The delinquent tax payer (former property owner) has a right to "redeem" property purchased either by the County or a third party independent purchaser. Recently the redemption period changed from one year to a staggered redemption period:

- One year is the standard redemption period unless sufficient evidence exists to reduce this period.

- If taxes are delinquent for more than 5 years but less than 8 years the redemption period is 180 days
- If taxes are delinquent for 8 years or more the redemption period is 90 days
- If the property meets certain criteria regarding abandonment the redemption period is 30 days.

In order to redeem the property the delinquent taxpayer (former property owner) must file certain documents and pay the final sales price plus 12% annual interest to the court. Once the redemption is approved by the Chancellor ownership is returned to delinquent taxpayer (former property owner).

For those properties “sold” to Shelby County, after the appropriate redemption period expires, taxes, interest, penalties, court costs and fees are removed from the tax receivable. The property is then placed into the name of Shelby County and is transferred to the Shelby County Land Bank. The Shelby County Land Bank operates independently of the Trustee’s Office. Once the Land Bank markets and sells property at fair market value, all funds are deposited with the Trustee. At this point, a new deed is prepared by the Trustee’s Office and funds are disbursed as prescribed by statute. The deed is filed electronically with the Register in order for the new purchaser to become the official owner of the property and for the property to once again become a revenue source for the County.

B. Pre-Auction Requirements
(Must be completed)

ID	Requirements Description	Vendor Response: YES	Vendor Response NO	Comments
1	Vendor will be supplied with electronic parcel lists with legal descriptions and amount of opening bids 60 days prior to sale date.			
2	Vendor must be able to receive and upload daily payment updates within the same day in order to maintain the most accurate balance on the auction website.			
3	Vendor must be able to remove any parcel from tax sale that is identified as paid in full.			
4	Vendor must pull parcels from tax sale as requested by the Trustee for reasons including but not limited to payment plans, bankruptcies, title problems, etc.			
5	Vendor must provide a user friendly interface that encourages prospective buyers to filter and analyze properties by address, city, zip code, parcel number, price and other data as the vendor may provide.			
6	Vendor must provide a link to the Trustee's			

	website for all payments by owners made prior to the actual tax sale.			
7	Vendor must allow any source document to be loaded by the County or by the vendor so that prospective purchasers can obtain sufficient information to make a valid purchase decision.			
8	Vendor must supply web based access to all account information.			
9	All verbal communications with interested parties should include a request for updated phone numbers, mailing addresses and email addresses.			
10	Vendor must notify all historical bidders (as provided by the County) of the new online tax sale process with guidelines on purchasing.			
11	Vendor must provide a GIS data layer to clearly delineate parcel location and boundaries.			
12	Vendor should specify any additional means of displaying the image of the property such as electronic maps (Google) and/or pictures.			
13	Vendor must provide an online help function for prospective bidders and telephone customer support during the hours of 7:30 a.m.-7:30 p.m. CST.			
14	Vendor must provide technical support during the hours of 7:30 a.m.-7:30 p.m. CST.			
15	Information regarding bids and purchases must be viewable by County staff from the vendor's website.			
16	Vendor must track and record all interested party contacts and the notes of each must be made available to the County.			
17	Vendor will provide advertisement in local and regional publications regarding online tax sales at the start of the process.			
18	Vendor must provide real-time web analysis such as visitor tracking and traffic and marketing analysis.			

C. Auction Requirements

ID	Requirements Description	Vendor Response: YES	Vendor Response NO	Comments
1	Vendor must encourage competition by allowing prospective buyers to monitor properties during the auction process and notify interested buyers if a bid is made. Please describe this process.			
2	Vendor must provide a user-friendly method of bidding and settling funds while discouraging sham bidding and potential loss of sales revenue. Please describe the process.			
3	Vendor must promote competition among bidders by allowing additional time for bidding if a bid is made within a designated amount of time toward the close of the bid. Please describe the process.			
4	Vendor can provide a client driven number of days in each sale using best practices as a guideline.			
5	Vendor can provide a client driven number of hours in each sale using best practices as a guideline.			
6	Vendor must provide a method of disallowing purchasers that are current owners of the property or employees of Shelby County. The County can provide this data in an electronic format.			
7	For a period of two (2) tax sales the vendor must provide kiosks and a vendor employee(s) at a County-designated location in order to provide onsite assistance to interested bidders.			
8	Vendor must close all sales within 24 hours of notification to the winning bidder.			
9	Vendor can allow bidding at any time but open the auction at times as designated by the County's best practices.			
10	Vendor must verify each bidder's bank account information and accept online ACH or wire payments from the bidder's account. Credit cards are not accepted. Please describe any method used to verify that actual funds exist in the account.			

ID	Requirements Description	Vendor Response: YES	Vendor Response NO	Comments
11	Vendor must provide user friendly online bidder registration.			
12	Vendor must conduct the sale according to relevant Tennessee statutes in conjunction with the approval of the Chancery Court Clerk and Master.			
13	Vendor will provide a process to notify next highest bidder if winning bidder defaults.			
14	Vendor must provide method to obtain a binding statement by the purchaser that can be electronically entered into and accepted. See Exhibit B for example of an Oath and Acknowledgement of Liability.			
15	Vendor must be able to include valid identification documents, including but not limited to, a driver's license number as a required input during the registration process.			
16	During the registration process, vendor must be able to include a data field for the successful bidders' names and addresses to be utilized in deed preparation.			
17	In case the volume of sales to private bidders is not greater than the County achieved in the most recent site based sale, please describe any techniques the vendor would use to increase sales.			
18	If vendor is compliant with PCI DSS, please provide the specific level of compliance and PCI version.			

D. Post-Auction Requirements

ID	Requirements Description	Vendor Response: YES	Vendor Response NO	Comments
1	Vendor must track and record all bids and purchases and provide such information to the County in order to complete the legal requirements of the tax sale process.			
2	Vendor must maintain all data associated with each tax sale as a permanent record.			
3	Vendor must provide all data associated with each tax sale to the County in a format that is mutually agreed upon.			
4	Vendor will remit entire tax sale proceeds by wire or ACH to Chancery Court no later than 7 business days after the close of the sale.			
5	Vendor must maintain a complete audit trail of all funds remitted and provide the audit trail to the County.			
6	Please describe what process can be made available to the County to ensure fraud, wrongdoing or misappropriation of funds is not occurring?			
7	Would the vendor submit to an independent audit of the County's tax sales only?			
8	Vendor must provide a hard copy and an electronic copy of a report of each property sold including the parcel number, complete information regarding the winning bidder (to be used to complete the deed), complete information regarding the payment and total proceeds. This report should be reconciled to the funds submitted to Chancery Court and available in an exportable format.			
9	Vendor must provide customizable statistical reporting which tracks all aspects of vendor performance. Please provide sample copies of these reports.			

E. Contract and Insurance Requirements

The successful Contractor will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

a. General Requirements

- i. Control. All services by the Contractor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
- ii. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
- iii. Independent Status.
 1. Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor will be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the County only as to the intended results of the scope of this Contract.
 2. It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Contractor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Contractor for services performed shall be on the Contractor's letterhead.
- iv. Termination Or Abandonment.
 1. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- a. The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
 - b. The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
 - c. The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Contractor's assets.
 2. The County may terminate the Contract upon seven (7) days written notice by the County or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract.
 3. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
 4. All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
 5. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.
- ii. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

- iii. Conflict Of Interest. The Contractor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.
- iv. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
- v. Employment Of County Workers
1. The Contractor will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.
 2. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.
- vi. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
- vii. General Compliance With Laws.
1. If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
 2. The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The

preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

3. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
- viii. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
 - ix. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
 - x. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
 - xi. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
 - xii. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of

this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

- xiii. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
- xiv. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
- xv. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.
- xvi. Incorporation Of Other Documents
 - 1. Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of Contractor, thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
 - 2. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
- xvii. Contracting With Locally Owned Small Businesses. The Contractor shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.
- xviii. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

- xix. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Contractor, Contractor understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
- xx. Organization Status And Authority.
1. Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
 2. The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
- xxi. Warranty. The Contractor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
- xxii. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.
- xxiii. Housing of Data. At the conclusion of each tax sale, all electronic records shall be provided to the County for archival purposes.

F. Indemnification and Insurance Requirements

- a. Responsibilities For Claims And Liabilities.

- i. Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
 - ii. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
 - iii. The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.
 - iv. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.
 - v. The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.
 - vi. ***Contractor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.***
- b. Insurance Requirements. The Contractor will provide evidence of the following insurance coverage:
- i. Contractor shall maintain coverage with limits of no less than:
 1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:

- a. Premises/Operations
 - b. Products/Completed Operations
 - c. Contractual
 - d. Independent Contractors
 - e. Broad Form Property Damage
 - f. Personal Injury and Advertising Liability
2. *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury on all owned, hired and non-owned vehicles. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds.
 3. *Workers Compensation and Employers' Liability Insurance* – Workers Compensation coverage as required by Tennessee State Statute. This policy should include Employers' Liability Coverage for \$500,000 per accident.
 4. *Professional Liability - Errors & Omissions Insurance* - \$1,000,000 per claim or occurrence/\$2,000,000 annual aggregate.
 5. *Employee Dishonesty*-Including third party coverage, minimum limit of \$1,000,000 per employee. If the Contractor's retention or deductible is \$200,000 or greater, the contractor must provide the County with audited financial statements for the last 3 years for review to determine acceptability of retention or deductible. The contractor should also provide the details of any losses in excess of \$200,000 claimed, paid or unpaid, over the last 3 years.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf

G. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting

records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

H. Data Security

CONTRACTOR warrants to the COUNTY and State that it agrees to meet the spirit and intent of all compliance requirements relating to the content of data accessed. This includes but is not limited to Payment Card Industry (PCI) data, as defined by PCI Security Standard v3.1, Protected Health Information (PHI), as defined under the in Code of Federal Regulations, Title 45, Subtitle A, Subchapter C, Part 160, Subpart A, §160.103 (45 C.F.R. §160.103), and Personally Identifiable Information (PII), as defined in the National Institute of Standards and Technology Special Publication 800-122 sections 2.1 and 2.2, in electronic and/or paper format. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance, including, but not limited to, Data Security - Vendor Acknowledgement agreement and Acceptable Use Policy, and to abide by SCG ITS security policies including, but not limited to, the SCG Network Security and Information Security policies.

CONTRACTOR shall apply all vendor-issued security updates for system hardware and software components maintained by the CONTRACTOR within 30 days of issuance.

a. HIPAA

CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

b. Personally Identifiable Information (PII)

CONTRACTOR warrants to the COUNTY that it will protect any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

X. PROPOSAL SUBMISSION

A. General

- a. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
- b. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- c. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
- d. **Hard copy proposals must be received by no later than 3:00 pm (CST) on October 2, 2015, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
- e. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

- a. One (1) original (clearly identified as original) and five (5) copies of the proposal are required.
- b. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL ONLINE AUCTION SERVICES, RFP # 16-009-20"** with due date and time indicated.
- c. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
- d. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals.

C. Proposal Format and Content

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

I. Data Security

CONTRACTOR warrants to the COUNTY and State that it agrees to meet the spirit and intent of all compliance requirements relating to the content of data accessed. This includes but is not limited to Payment Card Industry (PCI) data, as defined by PCI Security Standard v3.1, Protected Health Information (PHI), as defined under the in Code of Federal Regulations, Title 45, Subtitle A, Subchapter C, Part 160, Subpart A, §160.103 (45 C.F.R. §160.103), and Personally Identifiable Information (PII), as defined in the National Institute of Standards and Technology Special Publication 800-122 sections 2.1 and 2.2, in electronic and/or paper format. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance, including, but not limited to, Data Security - Vendor Acknowledgement agreement and Acceptable Use Policy, and to abide by SCG ITS security policies including, but not limited to, the SCG Network Security and Information Security policies.

CONTRACTOR shall apply all vendor-issued security updates for system hardware and software components maintained by the CONTRACTOR within 30 days of issuance.

c. HIPAA

CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations.

CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

d. Personally Identifiable Information (PII)

CONTRACTOR warrants to the COUNTY that it will protect any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

XI. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

Shelby County reserves the right and may optionally enter into contract negotiations with more than one Respondent. A proposal evaluation team of representatives from the County will initially evaluate individual proposal sections. The County will then conduct a final evaluation of

Respondents and shall then negotiate a proposed contract with the highest qualified Respondent. If satisfactory proposed contract cannot be negotiated with the highest qualified Respondent, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified Respondent and so on.

- a. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - i. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - ii. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
- b. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - i. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders.
 - ii. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 1. Stability of company;
 2. Demonstrated understanding of the problems and needs presented by the project;
 3. Qualifications and experience of specific personnel assigned to this project;
 4. Respondents ability to commit capable staff to support project
 5. Quality and responsiveness of the proposal;
 6. The ability to present a clear understanding of the nature and scope of the project;
 7. Experience of Respondent;
 8. Project methodology;
 9. Previous experience in performing similar Services;
 10. References;
 11. Soundness of Respondents approach to the problems and needs presented by the project;
 12. Respondents methodology for achievement of project objectives
 13. Cost effectiveness and reasonableness of Respondent’s proposed fee;
 14. Proposed cost to Shelby County Government;
 15. Ability to complete the project in a timely manner without major deviations from necessary requirements;
 16. Time frame for completion

c. Oral Presentation.

The Shelby County Government reserves the right to interview or to require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

B. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

EXHIBIT A

Tax Sale 1301 - 1st Draft				
ID	Duration	Task Name	Start	Finish
1		51 days Pre-Tax Sale (TS 1301)	Mon 05/04/15	Wed 07/15/15
2	2 days?	Flag 2,500 Parcels TS 1301	Mon 05/04/15	Tue 05/05/15
3	2 days?	Add Tax Sale Fees	Mon 05/04/15	Tue 05/05/15
4	21 days?	All No Title parcels to Collectors	Mon 05/04/15	Tue 06/02/15
5	25 days	Create Summons (TS 1301)	Mon 05/04/15	Mon 06/08/15
8	5 days	<u>Request 1st Set Title Searches (100)- (TS 1301)</u>	Mon 05/18/15	Fri 05/22/15
9	2 days?	Add 1st Title Search Fee	Mon 05/18/15	Tue 05/19/15
10	5 days	<u>Request 2nd Set Title Searches (200)- (TS 1301)</u>	Tue 05/26/15	Mon 06/01/15
11	2 days?	Add 2nd Title Search Fee	Tue 05/26/15	Wed 05/27/15
12	5 days	<u>Request 3rd Set Title Searches (300)- (TS 1301)</u>	Tue 06/02/15	Mon 06/08/15
13	2 days?	Add 3rd Title Search Fee	Tue 06/02/15	Wed 06/03/15
14	5 days	<u>Request 4th Set Title Searches (400)- (TS 1301)</u>	Tue 06/09/15	Mon 06/15/15
15	2 days?	Add 4th Title Search Fee	Tue 06/09/15	Wed 06/10/15
16	5 days	<u>Request 5th Set Title Searches (500)- (TS 1301)</u>	Tue 06/16/15	Mon 06/22/15
17	2 days?	Add 5th Title Search Fee	Tue 06/16/15	Wed 06/17/15
18	5 days	<u>Request 6th Set Title Searches (600)- (TS 1301)</u>	Tue 06/23/15	Mon 06/29/15
19	4 days?	Add 6th Title Search Fee	Tue 06/23/15	Fri 06/26/15
20	5 days	<u>Request 7th Set Title Searches (700)- (TS 1301)</u>	Tue 06/30/15	Tue 07/07/15
21	2 days?	Add 7th Title Search Fee	Tue 06/30/15	Wed 07/01/15
7	7 days	File Amended & Supplemental Complaint (TS 1301)	Thu 07/23/15	Fri 07/31/15
6	1 day	Ask Court to sign Summons (TS 1301)	Tue 08/04/15	Tue 08/04/15
22		10 days Send Summons Certified (TS 1301)	Wed 08/05/15	Tue 08/18/15
23	1 day	Order Publication of Not To Be Found (TS 1301)	Thu 08/20/15	Thu 08/20/15
24	1 day	Affidavit of Service (TS 1301)	Mon 08/24/15	Mon 08/24/15
25	1 day	Not To Be Found Ad - Week 1 (Daily News) (TS 1301)	Fri 08/28/15	Fri 08/28/15
29	0 days	Send Default Judgment Hearing Letter (TS 1301)	Tue 09/01/15	Tue 09/01/15
26	1 day	Send Regular Mail Letter to Property Address for Not To Be Found	Fri 09/04/15	Fri 09/04/15
27	1 day	Not To Be Found Ad - Week 2 (Daily News) (TS 1301)	Fri 09/04/15	Fri 09/04/15
49	10 days	Request Final City Bills (TS 1301)	Tue 09/08/15	Mon 09/21/15
28	1 day	Not To Be Found Ad - Week 3 (Daily News) (TS 1301)	Mon 09/14/15	Mon 09/14/15
50	3 days	Send Lienholder Letters (TS 1301) Certified	Mon 09/14/15	Wed 09/16/15
31	0 days	Advertise Default Judgment (TS 1301)	Mon 09/14/15	Mon 09/14/15
30	2 days	Not To Be Found Ad - Week 4 (Daily News) (TS 1301)	Mon 09/21/15	Tue 09/22/15
32	1 day	File Proof of Publication (TS 1301)	Tue 09/22/15	Tue 09/22/15
33	0 days	File the Motion for Default Judgment (TS 1301)	Mon 10/05/15	Mon 10/05/15
34	5 days	Set Motion for Default Judgment (TS 1301)	Mon 10/12/15	Fri 10/16/15
35	2 days	HEARING FOR DEFAULT JUDGMENT (TS 1301) Schedule Only On Friday*	Wed 10/21/15	Thu 10/22/15
36	1 day	Order of Default Judgment Letters (TS 1301)	Mon 10/26/15	Mon 10/26/15
37	1 day	Set Motion for Consolidation	Tue 10/20/15	Tue 10/20/15
38	0 days	File the Motion for Consolidation & Order of Reference (TS 1301)	Mon 10/26/15	Mon 10/26/15
39	1 day	ORDER FOR CONSOLIDATION & ORDER OF REFERENCE (TS 1301)	Mon 11/02/15	Mon 11/02/15
40	0 days	Send Preliminary List to On-line Tax Sale Vendor	Tue 11/03/15	Tue 11/03/15
41	1 day	Advertise Sale (TS 1301)	Mon 11/02/15	Mon 11/02/15
43	1 day	Prepare & Email Report of Clerk & Master (TS 1301)	Thu 11/05/15	Thu 11/05/15
42	1 day	Deposition (TS 1301)	Mon 11/09/15	Mon 11/09/15
44	0 days	Motion to Adopt Report of Clerk & Master (TS 1301)	Mon 11/09/15	Mon 11/09/15
45	1 day	Decree Ordering Sale (TS 1301)	Mon 11/23/15	Mon 11/23/15
46	1 day	Send Final List of Parcels to on-line tax sale Vendor	Tue 11/24/15	Tue 11/24/15
47	1 day	Notice of Resolution Filing	Wed 11/25/15	Wed 11/25/15
48	1 day	1st & Final Advertisement (Daily News) (TS 1301)	Wed 12/02/15	Wed 12/02/15
51	1 day	File Proof of Publication (TS 1301)	Mon 12/07/15	Mon 12/07/15
52	1 day	Last Date to Pay (TS 1301)	Thu 01/14/16	Thu 01/14/16
53	1 day	Amended Decree Ordering Sale	Fri 01/15/16	Fri 01/15/16
54		3 days Hold Sale (TS 1301)	Tue 01/19/16	Thu 01/21/16
55	5 days	Legal Descriptions to Court (TS 1301)	Fri 01/29/16	Thu 02/04/16
56	2 days	Sold Letters (TS 1301)	Fri 01/29/16	Mon 02/01/16
57	1 day	Clerk's Report of Sale (TS 1301)	Tue 02/23/16	Tue 02/23/16
58	1 day	Order Confirming Sale (TS 1301)	Wed 03/09/16	Wed 03/09/16

BOLD WITH AN (*) INDICATES A HEARING WHICH REQUIRES ENTRY ON THE COURT'S DOCKET BOOK DURING THE WEEK PRECEDING THE DATE OF THE HEARING.

Tax Sale 1302 - 1st Draft

ID	Duration	Task Name	Start	Finish
1	51 days	Pre-Tax Sale (TS 1302)	Tue 07/21/15	Wed 09/30/15
2	2 days?	Flag 2,500 Parcels TS 1302	Tue 07/21/15	Wed 07/22/15
3	2 days?	Add Tax Sale Fees	Tue 07/21/15	Wed 07/22/15
4	21 days?	All No Title parcels to Collectors	Tue 07/21/15	Tue 08/18/15
5	25 days	Create Summons (TS 1302)	Tue 07/21/15	Mon 08/24/15
8	5 days	Request 1st Set Title Searches (100)- (TS 1302)	Tue 08/04/15	Mon 08/10/15
9	2 days?	Add 1st Title Search Fee	Tue 08/04/15	Wed 08/05/15
10	5 days	Request 2nd Set Title Searches (200)- (TS 1302)	Tue 08/11/15	Mon 08/17/15
11	2 days?	Add 2nd Title Search Fee	Tue 08/11/15	Wed 08/12/15
12	5 days	Request 3rd Set Title Searches (300)- (TS 1302)	Tue 08/18/15	Mon 08/24/15
13	2 days?	Add 3rd Title Search Fee	Tue 08/18/15	Wed 08/19/15
14	5 days	Request 4th Set Title Searches (400)- (TS 1302)	Tue 08/25/15	Mon 08/31/15
15	2 days?	Add 4th Title Search Fee	Tue 08/25/15	Wed 08/26/15
16	5 days	Request 5th Set Title Searches (500)- (TS 1302)	Tue 09/01/15	Tue 09/08/15
17	2 days?	Add 5th Title Search Fee	Tue 09/01/15	Wed 09/02/15
18	5 days	Request 6th Set Title Searches (600)- (TS 1302)	Wed 09/09/15	Tue 09/15/15
19	4 days?	Add 6th Title Search Fee	Wed 09/09/15	Mon 09/14/15
20	5 days	Request 7th Set Title Searches (700)- (TS 1302)	Wed 09/16/15	Tue 09/22/15
21	2 days?	Add 7th Title Search Fee	Wed 09/16/15	Thu 09/17/15
7	7 days	File Amended & Supplemental Complaint (TS 1302)	Thu 10/08/15	Fri 10/16/15
6	1 day	Ask Court to sign Summons (TS 1302)	Tue 10/20/15	Tue 10/20/15
22	10 days	Send Summons Certified (TS 1302)	Wed 10/21/15	Tue 11/03/15
23	1 day	Order Publication of Not To Be Found (TS 1302)	Thu 11/05/15	Thu 11/05/15
24	1 day	Affidavit of Service (TS 1302)	Mon 11/09/15	Mon 11/09/15
25	1 day	Not To Be Found Ad - Week 1 (Daily News) (TS 1302)	Mon 11/16/15	Mon 11/16/15
29	0 days	Send Default Judgment Hearing Letter (TS 1302)	Wed 11/18/15	Wed 11/18/15
26	1 day	Send Regular Mail Letter to Property Address for Not To Be Found	Mon 11/23/15	Mon 11/23/15
27	1 day	Not To Be Found Ad - Week 2 (Daily News) (TS 1302)	Mon 11/23/15	Mon 11/23/15
49	10 days	Request Final City Bills (TS 1302)	Tue 11/24/15	Wed 12/09/15
28	1 day	Not To Be Found Ad - Week 3 (Daily News) (TS 1302)	Wed 12/02/15	Wed 12/02/15
50	3 days	Send Lienholder Letters (TS 1302) Certified	Wed 12/02/15	Fri 12/04/15
31	0 days	Advertise Default Judgment (TS 1302)	Wed 12/02/15	Wed 12/02/15
30	2 days	Not To Be Found Ad - Week 4 (Daily News) (TS 1302)	Wed 12/09/15	Thu 12/10/15
32	1 day	File Proof of Publication (TS 1302)	Thu 12/10/15	Thu 12/10/15
33	0 days	File the Motion for Default Judgment (TS 1302)	Wed 12/23/15	Wed 12/23/15
34	5 days	Set Motion for Default Judgment (TS 1302)	Mon 01/04/16	Fri 01/08/16
35	2 days	HEARING FOR DEFAULT JUDGMENT (TS 1302) Schedule Only On Friday*	Wed 01/13/16	Thu 01/14/16
36	1 day	Order of Default Judgment Letters (TS 1302)	Tue 01/19/16	Tue 01/19/16
37	1 day	Set Motion for Consolidation	Tue 01/12/16	Tue 01/12/16
38	0 days	File the Motion for Consolidation & Order of Reference (TS 1302)	Tue 01/19/16	Tue 01/19/16
39	1 day	ORDER FOR CONSOLIDATION & ORDER OF REFERENCE (TS 1302)	Tue 01/26/16	Tue 01/26/16
40	0 days	Send Preliminary List to On-line Tax Sale Vendor	Wed 01/27/16	Wed 01/27/16
41	1 day	Advertise Sale (TS 1302)	Tue 01/26/16	Tue 01/26/16
43	1 day	Prepare & Email Report of Clerk & Master (TS 1302)	Fri 01/29/16	Fri 01/29/16
42	1 day	Deposition (TS 1302)	Tue 02/02/16	Tue 02/02/16
44	0 days	Motion to Adopt Report of Clerk & Master (TS 1302)	Tue 02/02/16	Tue 02/02/16
45	1 day	Decree Ordering Sale (TS 1302)	Mon 02/15/16	Mon 02/15/16
46	1 day	Send Final List of Parcels to on-line tax sale Vendor	Tue 02/16/16	Tue 02/16/16
47	1 day	Notice of Resolution Filing	Wed 02/17/16	Wed 02/17/16
48	1 day	1st & Final Advertisement (Daily News) (TS 1302)	Mon 02/22/16	Mon 02/22/16
51	1 day	File Proof of Publication (TS 1302)	Thu 02/25/16	Thu 02/25/16
52	1 day	Last Date to Pay (TS 1302)	Fri 04/01/16	Fri 04/01/16
53	1 day	Amended Decree Ordering Sale	Mon 04/04/16	Mon 04/04/16
54	3 days	Hold Sale (TS 1302)	Tue 04/05/16	Thu 04/07/16
55	5 days	Legal Descriptions to Court (TS 1302)	Fri 04/15/16	Thu 04/21/16
56	2 days	Sold Letters (TS 1302)	Fri 04/15/16	Mon 04/18/16
57	1 day	Clerk's Report of Sale (TS 1302)	Tue 05/10/16	Tue 05/10/16
58	1 day	Order Confirming Sale (TS 1302)	Wed 05/25/16	Wed 05/25/16

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Tax Sale 1303 - 1st Draft

ID	Duration	Task Name	Start	Finish
1		51 days Pre-Tax Sale (TS 1303)	Wed 10/07/15	Mon 12/21/15
2	2 days?	Flag 2,500 Parcels TS 1303	Wed 10/07/15	Thu 10/08/15
3	2 days?	Add Tax Sale Fees	Wed 10/07/15	Thu 10/08/15
4	21 days?	All No Title parcels to Collectors	Wed 10/07/15	Wed 11/04/15
5	25 days	Create Summons (TS 1303)	Wed 10/07/15	Tue 11/10/15
8	5 days	Request 1st Set Title Searches (100)- (TS 1303)	Wed 10/21/15	Tue 10/27/15
9	2 days?	Add 1st Title Search Fee	Wed 10/21/15	Thu 10/22/15
10	5 days	Request 2nd Set Title Searches (200)- (TS 1303)	Wed 10/28/15	Tue 11/03/15
11	2 days?	Add 2nd Title Search Fee	Wed 10/28/15	Thu 10/29/15
12	5 days	Request 3rd Set Title Searches (300)- (TS 1303)	Wed 11/04/15	Tue 11/10/15
13	2 days?	Add 3rd Title Search Fee	Wed 11/04/15	Thu 11/05/15
14	5 days	Request 4th Set Title Searches (400)- (TS 1303)	Thu 11/12/15	Wed 11/18/15
15	2 days?	Add 4th Title Search Fee	Thu 11/12/15	Fri 11/13/15
16	5 days	Request 5th Set Title Searches (500)- (TS 1303)	Thu 11/19/15	Wed 11/25/15
17	2 days?	Add 5th Title Search Fee	Thu 11/19/15	Fri 11/20/15
18	5 days	Request 6th Set Title Searches (600)- (TS 1303)	Mon 11/30/15	Fri 12/04/15
19	4 days?	Add 6th Title Search Fee	Mon 11/30/15	Thu 12/03/15
20	5 days	Request 7th Set Title Searches (700)- (TS 1303)	Mon 12/07/15	Fri 12/11/15
21	2 days?	Add 7th Title Search Fee	Mon 12/07/15	Tue 12/08/15
7	7 days	File Amended & Supplemental Complaint (TS 1303)	Thu 12/31/15	Mon 01/11/16
6	1 day	Ask Court to sign Summons (TS 1303)	Wed 01/13/16	Wed 01/13/16
22		10 days Send Summons Certified (TS 1303)	Thu 01/14/16	Thu 01/28/16
23	1 day	Order Publication of Not To Be Found (TS 1303)	Mon 02/01/16	Mon 02/01/16
24	1 day	Affidavit of Service (TS 1303)	Wed 02/03/16	Wed 02/03/16
25	1 day	Not To Be Found Ad - Week 1 (Daily News) (TS 1303)	Tue 02/09/16	Tue 02/09/16
29	0 days	Send Default Judgment Hearing Letter (TS 1303)	Thu 02/11/16	Thu 02/11/16
26	1 day	Send Regular Mail Letter to Property Address for Not To Be Found	Tue 02/16/16	Tue 02/16/16
27	1 day	Not To Be Found Ad - Week 2 (Daily News) (TS 1303)	Tue 02/16/16	Tue 02/16/16
49	10 days	Request Final City Bills (TS 1303)	Wed 02/17/16	Tue 03/01/16
28	1 day	Not To Be Found Ad - Week 3 (Daily News) (TS 1303)	Tue 02/23/16	Tue 02/23/16
50	3 days	Send Lienholder Letters (TS 1303) Certified	Tue 02/23/16	Thu 02/25/16
31	0 days	Advertise Default Judgment (TS 1303)	Tue 02/23/16	Tue 02/23/16
30	2 days	Not To Be Found Ad - Week 4 (Daily News) (TS 1303)	Tue 03/01/16	Wed 03/02/16
32	1 day	File Proof of Publication (TS 1303)	Wed 03/02/16	Wed 03/02/16
33	0 days	File the Motion for Default Judgment (TS 1303)	Tue 03/15/16	Tue 03/15/16
34	5 days	Set Motion for Default Judgment (TS 1303)	Tue 03/22/16	Tue 03/29/16
35	2 days	HEARING FOR DEFAULT JUDGMENT (TS 1303) Schedule Only On Friday*	Fri 04/01/16	Mon 04/04/16
36	1 day	Order of Default Judgment Letters (TS 1303)	Wed 04/06/16	Wed 04/06/16
37	1 day	Set Motion for Consolidation	Thu 03/31/16	Thu 03/31/16
38	0 days	File the Motion for Consolidation & Order of Reference (TS 1303)	Wed 04/06/16	Wed 04/06/16
39	1 day	ORDER FOR CONSOLIDATION & ORDER OF REFERENCE (TS 1303)	Wed 04/13/16	Wed 04/13/16
40	0 days	Send Preliminary List to On-line Tax Sale Vendor	Thu 04/14/16	Thu 04/14/16
41	1 day	Advertise Sale (TS 1303)	Wed 04/13/16	Wed 04/13/16
43	1 day	Prepares & Email Report of Clerk & Master (TS 1303)	Mon 04/18/16	Mon 04/18/16
42	1 day	Deposition (TS 1303)	Wed 04/20/16	Wed 04/20/16
44	0 days	Motion to Adopt Report of Clerk & Master (TS 1303)	Wed 04/20/16	Wed 04/20/16
45	1 day	Decree Ordering Sale (TS 1303)	Tue 05/03/16	Tue 05/03/16
46	1 day	Send Final List of Parcels to on-line tax sale Vendor	Wed 05/04/16	Wed 05/04/16
47	1 day	Notice of Resolution Filing	Thu 05/05/16	Thu 05/05/16
48	1 day	1st & Final Advertisement(Daily News) (TS 1303)	Tue 05/10/16	Tue 05/10/16
51	1 day	File Proof of Publication (TS 1303)	Fri 05/13/16	Fri 05/13/16
52	1 day	Last Date to Pay (TS 1303)	Mon 06/20/16	Mon 06/20/16
53	1 day	Amended Decree Ordering Sale	Tue 06/21/16	Tue 06/21/16
54		3 days Hold Sale (TS 1303)	Wed 06/22/16	Fri 06/24/16
55	5 days	Legal Descriptions to Court (TS 1303)	Tue 07/05/16	Mon 07/11/16
56	2 days	Sold Letters (TS 1303)	Tue 07/05/16	Wed 07/06/16
57	1 day	Clerk's Report of Sale (TS 1303)	Thu 07/28/16	Thu 07/28/16
58	1 day	Order Confirming Sale (TS 1303)	Fri 08/12/16	Fri 08/12/16

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Tax Sale 1304 - 1st Draft

ID	Duration	Task Name	Start	Finish
1		51 days Pre-Tax Sale (TS 1304)	Mon 12/28/15	Wed 03/09/16
2	2 days?	Flag 2,500 Parcels TS 1304	Mon 12/28/15	Tue 12/29/15
3	2 days?	Add Tax Sale Fees	Mon 12/28/15	Tue 12/29/15
4	21 days?	All No Title parcels to Collectors	Mon 12/28/15	Wed 01/27/16
5	25 days	Create Summons (TS 1304)	Mon 12/28/15	Tue 02/02/16
8	5 days	Request 1st Set Title Searches (100)- (TS 1304)	Tue 01/12/16	Tue 01/19/16
9	2 days?	Add 1st Title Search Fee	Tue 01/12/16	Wed 01/13/16
10	5 days	Request 2nd Set Title Searches (200)- (TS 1304)	Wed 01/20/16	Tue 01/26/16
11	2 days?	Add 2nd Title Search Fee	Wed 01/20/16	Thu 01/21/16
12	5 days	Request 3rd Set Title Searches (300)- (TS 1304)	Wed 01/27/16	Tue 02/02/16
13	2 days?	Add 3rd Title Search Fee	Wed 01/27/16	Thu 01/28/16
14	5 days	Request 4th Set Title Searches (400)- (TS 1304)	Wed 02/03/16	Tue 02/09/16
15	2 days?	Add 4th Title Search Fee	Wed 02/03/16	Thu 02/04/16
16	5 days	Request 5th Set Title Searches (500)- (TS 1304)	Wed 02/10/16	Tue 02/16/16
17	2 days?	Add 5th Title Search Fee	Wed 02/10/16	Thu 02/11/16
18	5 days	Request 6th Set Title Searches (600)- (TS 1304)	Wed 02/17/16	Tue 02/23/16
19	4 days?	Add 6th Title Search Fee	Wed 02/17/16	Mon 02/22/16
20	5 days	Request 7th Set Title Searches (700)- (TS 1304)	Wed 02/24/16	Tue 03/01/16
21	2 days?	Add 7th Title Search Fee	Wed 02/24/16	Thu 02/25/16
7	7 days	File Amended & Supplemental Complaint (TS 1304)	Thu 03/17/16	Mon 03/28/16
6	1 day	Ask Court to sign Summons (TS 1304)	Wed 03/30/16	Wed 03/30/16
22		10 days Send Summons Certified (TS 1304)	Thu 03/31/16	Wed 04/13/16
23	1 day	Order Publication of Not To Be Found (TS 1304)	Fri 04/15/16	Fri 04/15/16
24	1 day	Affidavit of Service (TS 1304)	Tue 04/19/16	Tue 04/19/16
25	1 day	Not To Be Found Ad - Week 1 (Daily News) (TS 1304)	Mon 04/25/16	Mon 04/25/16
29	0 days	Send Default Judgment Hearing Letter (TS 1304)	Wed 04/27/16	Wed 04/27/16
26	1 day	Send Regular Mail Letter to Property Address for Not To Be Found	Mon 05/02/16	Mon 05/02/16
27	1 day	Not To Be Found Ad - Week 2 (Daily News) (TS 1304)	Mon 05/02/16	Mon 05/02/16
49	10 days	Request Final City Bills (TS 1304)	Tue 05/03/16	Mon 05/16/16
28	1 day	Not To Be Found Ad - Week 3 (Daily News) (TS 1304)	Mon 05/09/16	Mon 05/09/16
50	3 days	Send Lienholder Letters (TS 1304) Certified	Mon 05/09/16	Wed 05/11/16
31	0 days	Advertise Default Judgment (TS 1304)	Mon 05/09/16	Mon 05/09/16
30	2 days	Not To Be Found Ad - Week 4 (Daily News) (TS 1304)	Mon 05/16/16	Tue 05/17/16
32	1 day	File Proof of Publication (TS 1304)	Tue 05/17/16	Tue 05/17/16
33	0 days	File the Motion for Default Judgment (TS 1304)	Tue 05/31/16	Tue 05/31/16
34	5 days	Set Motion for Default Judgment (TS 1304)	Tue 06/07/16	Mon 06/13/16
35	2 days	HEARING FOR DEFAULT JUDGMENT (TS 1304) Schedule Only On Friday*	Thu 06/16/16	Fri 06/17/16
36	1 day	Order of Default Judgment Letters (TS 1304)	Tue 06/21/16	Tue 06/21/16
37	1 day	Set Motion for Consolidation	Wed 06/15/16	Wed 06/15/16
38	0 days	File the Motion for Consolidation & Order of Reference (TS 1304)	Tue 06/21/16	Tue 06/21/16
39	1 day	ORDER FOR CONSOLIDATION & ORDER OF REFERENCE (TS 1304)	Tue 06/28/16	Tue 06/28/16
40	0 days	Send Preliminary List to On-line Tax Sale Vendor	Wed 06/29/16	Wed 06/29/16
41	1 day	Advertise Sale (TS 1304)	Tue 06/28/16	Tue 06/28/16
42	1 day	Prepare & Email Report of Clerk & Master (TS 1304)	Fri 07/01/16	Fri 07/01/16
43	1 day	Deposition (TS 1304)	Wed 07/06/16	Wed 07/06/16
44	0 days	Motion to Adopt Report of Clerk & Master (TS 1304)	Wed 07/06/16	Wed 07/06/16
45	1 day	Decree Ordering Sale (TS 1304)	Tue 07/19/16	Tue 07/19/16
46	1 day	Send Final List of Parcels to on-line tax sale Vendor	Wed 07/20/16	Wed 07/20/16
47	1 day	Notice of Resolution Filing	Thu 07/21/16	Thu 07/21/16
48	1 day	1st & Final Advertisement (Daily News) (TS 1304)	Tue 07/26/16	Tue 07/26/16
51	1 day	File Proof of Publication (TS 1304)	Fri 07/29/16	Fri 07/29/16
52	1 day	Last Date to Pay (TS 1304)	Fri 09/02/16	Fri 09/02/16
53	1 day	Amended Decree Ordering Sale	Tue 09/06/16	Tue 09/06/16
54		3 days Hold Sale (TS 1304)	Wed 09/07/16	Fri 09/09/16
55	5 days	Legal Descriptions to Court (TS 1304)	Mon 09/19/16	Fri 09/23/16
56	2 days	Sold Letters (TS 1304)	Mon 09/19/16	Tue 09/20/16
57	1 day	Clerk's Report of Sale (TS 1304)	Wed 10/12/16	Wed 10/12/16
58	1 day	Order Confirming Sale (TS 1304)	Thu 10/27/16	Thu 10/27/16

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EXHIBIT B

BIDDER REGISTRATION FOR TAX SALE PROPERTIES AND ACKNOWLEDGMENT OF LIABILITY

BIDDER NUMBER _____

Bidder's Name	
Bidder's Address	
Bidder's City, State, Zip Code	
State Driver's License Number. Completion of IRS Form W-9 will be required for winning bidders.	State Driver's License Number provided † †
Home Phone No.:	
Business Phone No.	
FINANCIAL INFORMATION	
Name of Bank/ Financial Institution	
Account Name	
Address	
RECORDING INFORMATION	
Name(s) to be shown on Deed/ Legal Documents as purchaser. If to be placed in a name other than the bidder's, attach power of attorney or (business only) letter of authorization to act on behalf of the firm	
Address of purchaser for sending legal notices	

Oath and Acknowledgment of Liability:

I swear or affirm that the information provided above is true and correct to the best of my knowledge and belief. I acknowledge receipt of the Bid Procedures Handout, and that I have reviewed the handout, am aware of its terms and caveats and agree to be bound by the terms of the bid procedure cited. I accept full responsibility to make complete payment on any winning bid. I understand that failure to complete the purchase will result in legal action and that I will be liable for the cost of that litigation.

I further swear or affirm that I am not a holder of a legal or equitable interest in any property for which I may bid, nor as of the time of this Oath and Acknowledgment of Liability am I the owner of any County property with delinquent taxes due and owing.

Signature of Bidder

STATE OF TENNESSEE
SHELBY COUNTY }

Sworn to and subscribed before me by _____ this _____ day of _____, 201____
_____, DCM

BID PROCEDURES

CAVEAT EMPTOR

Prospective bidders are strongly advised to research the published legal descriptions, to investigate the properties advertised, within legal bounds, before the sale. Neither the Court nor Shelby County nor the City of Memphis make any warranties regarding the photographs, the property, its condition or status of repair. It is your responsibility to investigate the property and impediments to your purchase before bidding.

- If you are not sure that you wish to purchase the property, do not bid.
- If financing is required, financing should be arranged before the sale.

REGISTRATION AND BIDDING

By registering to bid, you have acknowledged that you will be responsible for completion of the bid procedure. If you are acknowledged to be the high bidder, you are required to pay the bid price into the Registry of the Court within the time schedule announced. Failure to make required payments may result in you being brought before the Court to show cause as to why you should not be held in contempt of the Court and for interfering with a Court Ordered Sale. Until default is resolved, defaulting bidder will not be permitted to bid in or have property placed in bidder's name in future tax sales.

Registration will begin at 8:30 a.m. on the day of the sale in the location of the sale; end promptly at 9:30 a.m. Sale time will be announced and begin at 10:00 am. Both individual and business bidders are required to provide proof of identity and name, address, bank reference, and the name and address to be used for recording the purchase of property. Business will be required to provide identifying information such as the Federal Employer's Identification Number (EIN), including the proof of identity for the person conducting the bid on behalf of the business.

Each bidder will be provided a bidder number to be used during the sale. Bidder numbers are the property of the Trustee. It is the duty of the bidder to protect their bidder number. Do not allow anyone to use your bidder number. Do not leave it unattended. At the conclusion of the sale, or if you must leave before bidding concludes, Bidder Numbers should be returned to the control of the Trustee. Bidder Numbers thus turned in will not be reissued. Exception: In two-day sales, Bidder Numbers may be reissued to the original, registered bidder upon verification and proof of identity.

The initial bid will be made on behalf of the County. The bid will be the amount of the delinquent taxes, interest and penalties for which judgment is held. The bid does not include county and city taxes that are not yet due and payable and for which the bidder assumes additional responsibility. The next bid will be a match to the County's bid. The next bid solicited will be a rounding bid. Additional bids in minimum \$100 increments will then be solicited. Upon 3rd repeated request for bids without response, the Clerk will sell the property.

PAYMENT

The successful high bid for each property will be confirmed by the Clerk who will announce that the property is sold, the price and the bidder number. On Conclusion of the Sale, Purchasers must pay the bid price into the Registry of the Court by 4:00 p.m. the next working day. Payment must be made as cashier's check or money order. Extensions of time may be granted under certain extraordinary circumstances with prior approval from the Clerk and Master. Requests must be in writing and submitted for approval prior to the tax sale. Failure of financing is NOT an extraordinary circumstance for which an extension of time may be granted.

CONFIRMATION OF THE SALE

The sale must be reported to the Court and Confirmed. Upon filing the report, the Clerk will mail a notification to registered bidders who may review the report in the office of the Clerk and Master, 140 Adams, Room 308, Memphis, TN 38103. Exceptions, requests for change or relief from bids must be filed within 10 days of filing of the report. Copies of Exceptions, requests for change or relief from bids must be provided the County's Delinquent Tax Attorney who will file a motion for approval of the report and provide notice of hearing to those parties who have filed responses to the report. The Sale is not complete until an Order Confirming the Sale has been entered by the Court.

REDEMPTION

Delinquent Taxpayers have the right to redeem property from tax sale at a specified staggered time period from date the sale is confirmed. If the right is exercised, a notice will be sent to you at your address of record. It is your responsibility to advise the Clerk and Master in writing of any address change.

BID PROCEDURES

DEEDS AND PROPERTY REGISTRATION

A Clerk and Master's Deed to the property purchased at sale may be requested at any time after the Order Confirming the Sale has been entered by calling the Clerk and Master's office at (901) 222-3917. Note that the Clerk and Master cannot prepare any deeds until legal descriptions are filed by the Shelby County Trustee/County Delinquent Tax Attorney. After legal descriptions and a request for the deed has been received, deeds will be prepared. There is a charge of \$20.00 for preparation of deeds. Deeds must be registered in order to complete the transfer of the property. Deeds should be registered in the office of the Shelby County Register, 1075 Mullins Station Suite W165, Memphis, TN 38134.

CONTACTS

Shelby County Trustee's Office, 157 Poplar Avenue, 4th Floor, Memphis, TN 38103: (901) 432-4829 (Tax Sales)

Donna L. Russell, Clerk and Master, 140 Adams, Room 308, Memphis, TN 38103; (901) 222-3903

Shelby County Register of Deeds, 1075 Mullins Station, Suite W165, Memphis, Tennessee 38134
Phone: 901-379-7500, Fax: 901-379-7577

