



# 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: October 17, 2016*

**Due: November 10, 2016 no later than 3:00 P.M. (Central Standard Time)**

### RFP # 17-010-19 Skip Trace and Title Services For (Shelby County Trustee)

Shelby County Government (the "County") is soliciting, on behalf of the Shelby County Trustee, written proposals, on a competitive basis from qualified vendors to provide skip trace and title services for tax sales. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://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. on Thursday November 10, 2016**. Proposals should be addressed to:

Carla Hayes, 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 USB flash drive of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, SKIP TRACE and TITLE SERVICES, RFP # 17-010-19" noted on the outside.**

Sincerely,

Carla Hayes, Buyer  
Shelby County Government  
Purchasing Department

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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 implement an improved diligent search and inquiry process for properties that have been identified as tax sale eligible. Per TCA 67-5-2502, properties included in tax sale require a “reasonable search of the public records in the offices of the Assessor of Property, Trustee, Register of Deeds and the local office where wills are recorded”.

The Trustee requires the diligent search and inquiry to be performed in two steps:

- 1) Skip trace of those properties determined to be tax sale eligible
- 2) Title work of those properties identified to a particular sale. Additional skip trace work may be necessary to locate any additional owners, heirs, lienholders or interested parties

The goal of skip trace is to implement a more standardized approach to locating owners whereby increasing the number of direct taxpayer contacts and collecting more tax dollars.

The goal of the title work is to perform a reasonable search of the public records in order to deliver information to the Trustee regarding all owners, heirs, lienholders, etc. This information will be utilized by the County staff to serve all relevant parties with notice of the sale and include those parties in all tax sale legal proceedings.

Overall, a more standardized and thorough approach should allow prospective buyers to gain confidence in the County’s tax sale process.

Prospective buyers may also benefit from a more thorough diligent search and inquiry process with an improved chance of obtaining title insurance on property sold in tax sale. The ability to purchase title insurance is important to entice purchasers to buy property from tax sale.

Therefore, the County is requesting proposals from interested and qualified firms to provide skip trace and title work related to 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 skip tracing and title work for government tax sales of real estate.
2. Have the knowledge, skills and resources to provide skip trace services on a large number of parcels and return all information in a mutually agreeable time frame in an electronic file format as outlined by the County.

3. Have the knowledge, skills and resources to provide title services on a large number of parcels and return all information in a mutually agreeable time frame in an electronic file format as outlined by the County. Parcels may include any related deactivated / subdivided Parent or Child parcels.
4. Have sufficient, competent and skilled staff, with the knowledge to perform the required services in a timely manner.
5. 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.
6. **Apply** and **qualify** for a Vendor Number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (**prior to submitting your response**) (**MANDATORY, see details outlined below**).
7. Have the necessary credentials, licenses, etc. (if applicable) that govern the services provided and adhere to all applicable local, state and federal laws.
8. 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.
9. Adhere to all Title VI requirements and a written statement of compliance to Title VI in your response.
10. 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 application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://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:

**Carla Hayes, Buyer  
Purchasing Department  
Shelby County Government  
160 N. Main St. Suite 900  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Purchasing Department in writing at [carla.hayes@shelbycountyttn.gov](mailto:carla.hayes@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 November 2, 2016, 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](http://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 **November 10, 2016 @ 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    October 17, 2016**

<b>Deadline for Written Questions</b>	<b>November 2, 2016 by 12:00 p.m. (CST)</b>
<b>Proposal Due Date</b>	<b>November 10, 2016 by 3:00 pm (CST)</b>
<b>Notification of Award</b>	<b>November/December 2016</b>
<b>Services to Commence</b>	<b>Immediately upon execution of the contract</b>

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 Trustee, as the delinquent tax collector for Shelby County, City of Memphis and six other municipalities, is seeking bids for skip tracing and title work related to the legal proceedings and resulting auction of tax delinquent real estate properties. This RFP provides information on the current tax sale process as well as the skip trace and title work requirements.

The Trustee has the principal responsibility for managing the County's tax sale process. There are normally four (4) tax sales each year with approximately 2000 parcels initially identified as tax sale eligible for each of the four (4) sales (total of approximately 8000 annually). Trustee in house collection staff make numerous attempts to motivate taxpayers to pay so that sale of the property won't be necessary. If taxes are not paid, the property is tagged to a particular sale and title work is initiated.

Currently, the Tax Sale Department sends batches of 100 properties on a weekly basis typically for about seven (7) weeks (approximately 700 searches in total). The Trustee is planning on increasing the total number of title searches per sale to about 1000 (total of approximately 4000 each year). Additionally, the Trustee wants to reduce the seven (7) week time period that is currently needed to obtain title work documentation. After the title documentation is received Trustee attorneys review the documentation for each property to determine who should receive certified notice of the tax sale. The tax sale legal proceedings officially start after the title work is received.

## **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.

### **B. Project Time Frame**

The initial contract term will begin immediately upon execution of the contract through June 30, 2017, 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.

### **C. 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.

### **D. 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.

***During the evaluation process, Shelby County Government reserves the right to consider the Vendor's EOC rating in the evaluation.***

## **VIII. PURPOSE / SCOPE OF WORK**

The County will select the best-qualified company and award a contract to a vendor that can provide skip trace and title work for the period of immediately upon execution of the contract thru June 30, 2017.

Currently, the number of properties determined to be tax sale eligible, i.e., needing skip trace work is estimated at 8000 properties per year (approximately 2000 per tax sale). Properties that will be tagged for a particular sale, i.e., needing title work is estimated at

4000 per year (approximately 1,000 per sale). These numbers are intended to be estimates and may be reduced depending on Trustee financial and personnel constraints.

The Provider is encouraged to provide a quote per parcel and per task (skip trace and title work) 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.

Preference will be given to the vendors that provide thorough title work that can support a private purchaser in obtaining title insurance.

In the future, the County anticipates outsourcing more of the 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.

## 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. All tax sales are processed within the Shelby County Chancery Court with the Clerk and Master ordering and overseeing the sale. The Trustee's staff along with three delinquent tax attorneys process each parcel through the appropriate steps as required by statute. Normally, four (4) tax sales are conducted annually with approximately 2,000 properties identified as tax sale eligible per each sale (total 8,000).

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 may create expensive delays due to the repeat of legal notifications. The Trustee's office desires to build a more efficient tax sale process by outsourcing the two steps in the process, location of taxpayers (skip tracing) and title work. The success of the tax sale is mainly dependent on the location of all owners, heirs and lienholders. **See Exhibit A** for sample schedules for tax sales.

At the advertised date and time, an on-line auction for tax sale properties is held on [www.civicsource.com](http://www.civicsource.com). The parcels included in the sale are batched and placed into four (4) sales over a three (3) day period. Each batched sale ends at a different time. The highest bidders are awarded the bid, and given 24 hours to pay the total amount to Civic Source. Once all proceeds of the sale are received by the vendor, the money is sent via ACH to the Chancery Court Clerk and Master. The Clerk and Master files "The Report of the Clerk & Master" and later remits the proceeds 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 then the property is "sold" to the County and 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 five (5) years but less than eight (8) years the redemption period is 180 days
- If taxes are delinquent for eight (8) years or more the redemption period is 90 days
- If the property meets certain criteria regarding abandonment the redemption period is 30 days – only if purchaser files a motion to deem it vacant and abandoned.

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

For properties "sold" to Shelby County and not redeemed, 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. Skip Trace Requirements**  
(Must be completed)

ID	Requirements Description	Vendor Response: YES	Vendor Response NO	Comments
1	Vendor can receive an electronic parcel list of 2,000 – 2,500 which will be skip traced and all information returned electronically in a mutually agreeable timeframe. File to include parcel number as the primary key, property location, owner name, mailing address, lot number, lot size, a tax sale number and a court exhibit number). The Trustee would prefer that parcel information is returned as completed instead of all at one time. Please specify an estimated turnaround time and provide a proposed schedule of work, i.e., how many per day, week, etc.			
2	Please indicate if the vendor desires read only access to the Trustee’s debt collection software in order to understand the previous level of collection efforts and information obtained on each parcel.			
3	Vendor can accept a daily import file of parcels in an acceptable format that need to be removed from skip trace work for reasons such as paid in full, payment plan, etc. – using the Trustee parcel number as an index.			
4	Vendor can export an electronic file of skip trace data in an acceptable table format with individual data fields and the Trustee’s parcel number as the primary index key. Data will be imported into the FICO Debt Manager 9 software application.			
5	Vendor can provide mailing address in separate fields for owner, street number, street name, city, state, zip plus 4. The Trustee will use Satori to ‘scrub” the mailing address before sending mail to the owners.			
6	Vendor can include any source documents in the export file of skip trace data in an acceptable format such as pdf, tiffs, etc. using the Trustee parcel number as the index.			
7	Vendor must use at least three (3) industry recognized sources of data research, including, but not limited to: Clear, Thompson Reuters Online, Lexis-Nexis, Locate Plus, Intelius, TLO,			

	Bellslink, - Please list sources used.			
8	Vendor must utilize networking sites for skip trace information, including, but not limited to: Facebook, LinkedIn, Indeed, etc. – Please list sites used.			
9	Vendor may use local databases, including, but not limited to : public utilities records (MLGW), law enforcement databases (WASP), court records, bankruptcy, Sec of State, Assessor, Register, County Health, birth & death, any relevant public records – Please list sources used.			
10	To supplement skip trace research, the Vendor may also use free sites such as: ZabaSearch, White Pages, Pokeo, etc. These sites should NOT be the primary source of data.– Please list sources used.			
11	Vendor should provide Trustee an indicator for the most likely “Responsible Party”.			
12	Vendor should provide web based access (retrievable by parcel number) to all skip trace data in the vendor’s system in addition to export files.			
13	Vendor must provide web based access in the vendor’s system to any source document (retrievable by parcel number) in addition to export files.			
14	The Trustee may decide to provide restricted viewing rights on certain types of information to prospective buyers. Can the vendor provide different levels of permissions, i.e. allowing Trustee staff to view all of data vs interested buyers viewing only what is public record?			
15	Vendor must provide complete skip trace information including but not limited to, Trustee parcel #, tax sale number, exhibit number, owner, co-owner, heirs and guardian if applicable with all relevant contact data, i.e., address, phone number, email address, employment data and any other information that may assist with collection of taxes, such as neighbors, relatives, bank information, lienholders or heirs.			
16	In the course of skip tracing the vendor may talk to the property owner and try to collect payment in full. The vendor will not accept payments.			

**C. Title Work Requirements**  
(Must be completed)

ID	Requirements Description	Vendor Response: YES	Vendor Response NO	Comments
1	Vendor can receive an electronic parcel list of approximately 1,000 parcels and will provide / title work in a mutually agreeable timeframe. File will include a parcel number as the primary index key, property location, owner name, mailing address on title work, lot number, lot size, tax sale number and a court exhibit number – The Trustee would prefer that title information is returned as completed instead of all at one time. Please specify a turnaround time and a proposed schedule of work, i.e., how many per day, week, etc.			
2	Vendor can accept a daily import file of parcels in an acceptable format that need to be removed from title work for reasons such as paid in full, payment plan, etc. – using the Trustee formatted parcel number as an index.			
3	Vendor can export an electronic file of title work in an acceptable table format, i.e., individual data fields with an index key based on the Trustee’s parcel number. These fields will be imported into the Trustee’s debt collection software, FICO Debt Manager 9.			
4	Vendor can provide mailing address in separate fields for owners, lienholders and heirs including street number, street name, city state, zip plus 4. The Trustee will use Satori to ‘scrub’ the mailing address before sending mail to the owners			
5	Vendor can include any source documents, i.e., images of legal instruments in the export file of title work in an acceptable format such as PDFs or Tiffs using the Trustee’s parcel number as the index.			
6	Vendor can supply secure web based access to all title information including source documents.			
7	Vendor can provide title work table with the Trustee parcel number as the index that will			

ID	Requirements Description	Vendor Response: YES	Vendor Response NO	Comments
	include individual data fields for all of that parcel's title research – describe which fields will contain text or jpg image files or other file types.			
7a	Starting with 7a – all items will be understood to be “including, but not limited to”  Names of the current legal owners of record (desired format – text)			
7b	The complete last legal description of record, which legal description shall be of the individual tax parcel and not a description of a larger tract from which the individual tax parcel came, (where appropriate or necessary to describe the individual tax parcel, a metes and bounds description will be used, also, where appropriate or necessary to describe the individual tax parcel, “less and excepts” verbiage will be used providing a complete legal description of the individual parcel's parent parcel “less than excepts” the complete legal description of any and all properties having been broken off of the parent parcel, leaving the individual parcel only) -- (desired format – text)			
7c	Transfer or Sale method, and instrument number by which owners obtained the property along with its date ) -- (desired format – text)			
7d	Names and instrument numbers for any and all lien holders, addresses and contact numbers, if available ) -- (desired format – text)			
7e	Death notice – (explain type of image format)			
7f	Heir information if found – name, address, contact numbers, relationship, etc.) -- (desired format – text)			
7g	Easements – Possessor of easement, address, phone etc. -- (desired format – text)			
7h	Divorce pleadings (if applicable) – parties involved, contact info. -- (desired format – text)			
7i	Bankruptcy number, filing date, court – if applicable (desired format – text)			

ID	Requirements Description	Vendor Response: YES	Vendor Response NO	Comments
7j	Lawsuits affecting the owner (if applicable) (desired format – text)			
7k	Federal judgments & Liens (desired format – text)			
7l	Condemnation orders (desired format – text)			
7m	Neighborhood Preservation Acts (desired format – text)			
7n	Probate Court - (desired format – text)			
7o	Trust documents - (desired format – text)			
7p	Two (2) maps for all properties showing the property at “close up” and overview (showing larger area with cross streets) levels -- (explain type of image format)			
8	When a deactivated or subdivided parcel (parent parcel) is submitted for title search, the child parcels will be identified and the Trustee Legal staff informed to determine whether or not to continue with an expanded title search for the child parcels in question.			
9	The Trustee will provide an electronic list of parcels remaining in the sale approximately 30-45 days in advance of the sale. The fields will be the same as listed in Section IX. C. 1. Vendor shall provide a recertification of owner name(s) and/or lienholder information since the date of the original certification.			
10	The vendor can provide the export file of the recertifications as listed in Section IX C 3.			
11	Vendor should outline the steps used in the title work process that would be used to support the purchase of title insurance for private purchasers at tax sale or from the County’s Land Bank department.			
12	If a parcel is unsearchable, any available data can be populated in the title work table with an indicator that the property is “unsearchable” with a short reason for the status.			
13	For parcels related to an expanded child search, the child parcel searches / title work would be returned within mutually agreeable time frame.			

## **D. 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 five (5) 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 the 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.

## **E. Indemnification and Insurance Requirements**

### **a. Responsibilities For Claims And Liabilities.**

- i. Contractor shall indemnify, defend, save and hold harmless Shelby County Government, 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. Said indemnification and hold harmless shall include but not be limited to any actual monetary loss, any court costs incurred, any and all attorneys fees incurred, and any and all miscellaneous costs incurred. 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 Shelby County Government or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- iii. Shelby County Government 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, Shelby County Government 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, 9<sup>th</sup> Floor 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 Shelby County Government in the defense or investigation thereof.
- vi. **Contractor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, 9<sup>th</sup> Floor, 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
  - g. XCU, if applicable
2. *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
  - a. Owned/Leased Autos
  - b. Non-Owned Autos

c. Hired Autos

3. *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability is \$1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
4. *Professional Liability - Errors & Omissions Insurance* – minimum limits of \$1,000,000 per claim /\$2,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims made.
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 thirty (30) days written notice to Shelby County Government 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 Government, 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 be primary and non-contributing as applying to Shelby County Government, irrespective of such insurance or self-insurance as Shelby County Government may maintain in its own name and on its own behalf. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

## F. 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 Shelby County Government, 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.

## **G. 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 thirty (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 November 10, 2016, 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 and a USB flash drive 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 SKIP TRACE AND TITLE SERVICES, RFP # 17-010-19**" 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.

Proposal sections and pages shall be numbered in accordance with the Sections indicated hereunder. Respondents are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested, without exception. Instructions regarding the required scope and content are provided in this section. The County expects that this document and the response to this document will be referenced in the final contract.

Respondents shall prepare their proposal to include the following sections at a minimum:

- Section 1: Cover Page
- Section 2: Introduction and Executive Summary
- Section 3: Company Profile
- Section 4: Organizational Structure and Key Staff Resumes
- Section 5: Experience and Reference Summary
- Section 6: Administrative Contractual Response
- Section 7: Skip Trace and Title Work Requirements Response
- Section 8: Comprehensive Response
- Section 9: Additional Information
- Section 10: Miscellaneous
- Section 11: Price Proposal

#### Section 1: Cover Page

Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm.

#### Section 2: Introduction and Executive Summary

An Executive Summary should be prepared describing the major facts or features of the Proposal, including any conclusions, assumptions, and generalized recommendations the Respondent desires to make. The length of the Executive Summary should be brief, no more than two (2) pages.

#### Section 3: Company Profile

Provide a company profile and the company profile of any subcontractor you will use. Please include the following information:

- i. Firm name and business address (include telephone numbers, fax numbers, and email addresses)
- ii. Year established (include former firm names and year established)
- iii. Dates of incorporation, acquisition, and merger, expansion into new areas or business activity.
- iv. Indicate whether the Company is a parent or subsidiary of a holding company. Describe all relationships with subsidiaries and/or parent if applicable.

- v. State whether the company is local, regional, national, or international.
- vi. Identify your company's primary product.
- vii. Indication of whether firm is licensed to do business in the State of Tennessee
- viii. Provide the address of the office location that will service the account
  - a. Indicate the number of people employed at that office in support related to online auction services.
  - b. Describe the recent experience of the assigned office(s) to support online auction of tax sale properties.

#### Section 4: Organizational Structure and Key Staff Resumes

- i. Describe your firm's organizational structure.
- ii. Provide an organizational chart for the personnel who will be associated with the Trustee's account. Include the roles of each person and illustrate the relationship among personnel. Discuss how you anticipate organizing your project team for this project. Provide a listing of key project team members that will be involved.
- iii. Provide full resumes for key managerial staff. Resumes are to include technical information about work experience and education. If subcontractors are to be used, the organizational relationships between the proposed staff and between the prime contractor and subcontractor(s) will be stated
- iv. Respondents are to indicate the individuals designated as primary contacts for administrative and for technical issues relating to this proposal, any subsequent contract resulting from this RFP.

#### Section 5: Experience and Reference Summary

Provide the following information relative to your firm's experience and references. Identify clients for which you have provided similar services as described in this document. Detail of how the respondent is qualified to provide the services required. Please provide the same information for any subcontractors you expect to use. Include the following information:

- i. Name and address of client
- ii. Client contact person (name/position/current phone number)
- iii. Period of contract
- iv. Description of services provided
- v. Size and Scope of contract
- vi. Status and comments

Respondents shall include in their experience summary references for at least three (3) customers that have similar scope as described in this RFP.

#### Section 6: Administrative Contractual Response

In the response please cite question before each answer. Where applicable provide information for each subcontractor. Answers shall be direct and specific.

- i. Provide a copy of the standard contract your firm uses.
- ii. Who will serve at the Contractor's authorized negotiator?

- iii. Give name, title, address and telephone number of the Respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the firm and any or all of its subcontractors.
- iv. What is the potential impact of current workload on the proposed project?
- v. Cite specifically all major projects that require significant commitments of staff over the next twelve months.
- vi. What exceptions are taken to the RFP?
- vii. Will your firm be able to provide a proposal surety bond and a performance bond, if required by the County?
- viii. Describe the impact of a merger or an acquisition upon the company's relationship/contract with the County. In the event of such an occurrence, describe what efforts can be directed to minimize the impact on the County.

#### Section 7: Requirements Response

Provide responses to all requirements listed in items B. "Skip Trace Requirements", and C. "Title Work Requirements" in the format provided. Any supplemental information may be supplied as attachments and referenced to at the end of this section.

#### Section 8: Comprehensive Response

- i. Outline of how respondent can meet or exceed the minimum requirements.
- ii. A detailed description of the approach for accomplishing the services (include a proposed time schedule).

#### Section 9: Additional Information

- i. A description of any services that could be provided by the vendor including but not limited to:
  - a. Overall collection efforts of all parcels placed in each tax sale
  - b. Proper legal notice to owners, lienholders and heirs
  - c. Proper court filings to process the owner and property through the statutorily authorized legal process
- ii. Any other relevant information about the capabilities of the proposer deemed to be material.

#### Section 10: Miscellaneous

Any miscellaneous information should be addressed in this section.

#### Section 11: Price Proposal

- i. PRICE QUOTATIONS ARE TO BE SUBMITTED ON COST QUOTATION FORMS INCLUDED AS **APPENDIX A** OF THIS REQUEST FOR PROPOSAL
- ii. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
- iii. Explain any assumptions or constraints in a price proposal to perform the services.
- iv. Explain any additional charges or fees in the proposal.

## **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.

***Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.***

**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.

**APPENDIX A - PRICING REQUIREMENTS**

Provide the information requested below:

**1. Cost of the Online Auction Service**

Pricing should be quoted by the parcel, for each task involved or by the tax sale. Please be reminded that each tax sale may contain a different number of parcels. Do not include travel related expenses as the Shelby County Trustee requires an itemized listing of these expenses which is separate and apart.

Item	Estimated Quantity	Description	Cost /Item	Estimated Total Cost
		Skip Trace Services		
		Title Services		
<b>Subtotal</b>				\$ _____

**2. Travel and Related Expenses**

This item represents travel expenses incurred by the vendor during installation and training. Examples of expenses are transportation, food, lodging, etc. These expenses must be itemized separately according to the guidelines from the Shelby County Purchasing Department.

<u>Item</u>	<u>Description</u>	<u>Costs</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
<b>Subtotal</b>		\$ _____

**3. Training**

Training Cost if applicable \$ \_\_\_\_\_

Please explain any assumptions or constraints in the price proposal to perform the services. Be sure to explain any and all additional charges or fees in the proposal.

## EXHIBIT A

Tax Sale 1301 - 1st Draft				
ID	Duration	Task Name	Start	Finish
1	<b>51 days</b>	<b>Pre-Tax Sale (TS 1301)</b>	<b>Mon 05/04/15</b>	<b>Wed 07/15/15</b>
2	2 days?	Flag 2,500 Parcels TS 1301	Mon 05/04/15	Tue 05/05/15
3	2 days?	Add Tax Sale Fees (\$50.00)	Mon 05/04/15	Tue 05/05/15
4	21 days?	All NT parcels to Collections	Mon 05/04/15	Tue 06/02/15
5	25 days	Create Summons (TS 1301)	Mon 05/04/15	Mon 06/08/15
8	<b>5 days</b>	<b>Request 1st Set Title Searches (100)- (TS 1301)</b>	<b>Mon 05/18/15</b>	<b>Fri 05/22/15</b>
9	2 days?	Add 1st \$100 Title Search Fee	Mon 05/18/15	Tue 05/19/15
10	<b>5 days</b>	<b>Request 2nd Set Title Searches (200)- (TS 1301)</b>	<b>Tue 05/26/15</b>	<b>Mon 06/01/15</b>
11	2 days?	Add 2nd \$100 Title Search Fee	Tue 05/26/15	Wed 05/27/15
12	<b>5 days</b>	<b>Request 3rd Set Title Searches (300)- (TS 1301)</b>	<b>Tue 06/02/15</b>	<b>Mon 06/08/15</b>
13	2 days?	Add 3rd \$100 Title Search Fee	Tue 06/02/15	Wed 06/03/15
14	<b>5 days</b>	<b>Request 4th Set Title Searches (400)- (TS 1301)</b>	<b>Tue 06/09/15</b>	<b>Mon 06/15/15</b>
15	2 days?	Add 4th \$100 Title Search Fee	Tue 06/09/15	Wed 06/10/15
16	<b>5 days</b>	<b>Request 5th Set Title Searches (500)- (TS 1301)</b>	<b>Tue 06/16/15</b>	<b>Mon 06/22/15</b>
17	2 days?	Add 5th \$100 Title Search Fee	Tue 06/16/15	Wed 06/17/15
18	<b>5 days</b>	<b>Request 6th Set Title Searches (600)- (TS 1301)</b>	<b>Tue 06/23/15</b>	<b>Mon 06/29/15</b>
19	4 days?	Add 6th \$100 Title Search Fee	Tue 06/23/15	Fri 06/26/15
20	<b>5 days</b>	<b>Request 7th Set Title Searches (700)- (TS 1301)</b>	<b>Tue 06/30/15</b>	<b>Tue 07/07/15</b>
21	2 days?	Add 7th \$100 Title Search Fee	Tue 06/30/15	Wed 07/01/15
7	7 days	File A&S 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	<b>10 days</b>	<b>Send Summons Certified (TS 1301)</b>	<b>Wed 08/05/15</b>	<b>Tue 08/18/15</b>
23	1 day	Order Publication of NTBF (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	<b>1 day</b>	<b>NTBF Wk1(DNews) (TS 1301)</b>	<b>Fri 08/28/15</b>	<b>Fri 08/28/15</b>
29	0 days	Def J Hearing Letter (TS 1301)	Tue 09/01/15	Tue 09/01/15
26	1 day	Send reg Mail Ltr to Property Address for NTBF	Fri 09/04/15	Fri 09/04/15
27	<b>1 day</b>	<b>NTBF WK2(Dnews) (TS 1301)</b>	<b>Fri 09/04/15</b>	<b>Fri 09/04/15</b>
49	10 days	Request Final City Bills (TS 1301)	Tue 09/08/15	Mon 09/21/15
28	<b>1 day</b>	<b>NTBF WK3(Dnews) (TS 1301)</b>	<b>Mon 09/14/15</b>	<b>Mon 09/14/15</b>
50	3 days	Send Lienholder Letters (TS 1301) Certified	Mon 09/14/15	Wed 09/16/15
31	0 days	Advertise Default J. (TS 1301)	Mon 09/14/15	Mon 09/14/15
30	<b>2 days</b>	<b>NTBF WK4(Dnews) (TS 1301) (30 day notice)</b>	<b>Mon 09/21/15</b>	<b>Tue 09/22/15</b>
32	1 day	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	<b>5 days</b>	<b>Set Motion for Default Judgment (TS 1301)</b>	<b>Mon 10/12/15</b>	<b>Fri 10/16/15</b>
35	2 days	Request for Default Judgment (TS 1301) Schedule Only On Friday	Wed 10/21/15	Thu 10/22/15
36	1 day	Order of Def. J. 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	<b>0 days</b>	<b>File the Motion for Cons&amp; Ref (TS 1301)</b>	<b>Mon 10/26/15</b>	<b>Mon 10/26/15</b>
39	1 day	Order for Consolidation & Ref. (TS 1301)	Mon 10/26/15	Mon 10/26/15
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	<b>1 day</b>	<b>1st &amp; Final Advertisement (Daily News) (TS 1301)</b>	<b>Wed 12/02/15</b>	<b>Wed 12/02/15</b>
51	1 day	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	<b>3 days</b>	<b>Hold Sale (TS 1301)</b>	<b>Tue 01/19/16</b>	<b>Thu 01/21/16</b>
55	5 days	Legal Descriptions to Court (TS 1301)	Fri 01/29/16	Thu 02/04/16
56	<b>2 days</b>	<b>Sold Letters (TS 1301)</b>	<b>Fri 01/29/16</b>	<b>Mon 02/01/16</b>
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	<b>51 days</b>	<b>Pre-Tax Sale (TS 1302)</b>	<b>Tue 07/21/15</b>	<b>Wed 09/30/15</b>
2	2 days?	Flag 2,500 Parcels TS 1302	Tue 07/21/15	Wed 07/22/15
3	2 days?	Add Tax Sale Fees (\$50.00)	Tue 07/21/15	Wed 07/22/15
4	21 days?	All NT parcels to Collections	Tue 07/21/15	Tue 08/18/15
5	25 days	Create Summons (TS 1302)	Tue 07/21/15	Mon 08/24/15
8	<b>5 days</b>	<b>Request 1st Set Title Searches (100)- (TS 1302)</b>	<b>Tue 08/04/15</b>	<b>Mon 08/10/15</b>
9	2 days?	Add 1st \$100 Title Search Fee	Tue 08/04/15	Wed 08/05/15
10	<b>5 days</b>	<b>Request 2nd Set Title Searches (200)- (TS 1302)</b>	<b>Tue 08/11/15</b>	<b>Mon 08/17/15</b>
11	2 days?	Add 2nd \$100 Title Search Fee	Tue 08/11/15	Wed 08/12/15
12	<b>5 days</b>	<b>Request 3rd Set Title Searches (300)- (TS 1302)</b>	<b>Tue 08/18/15</b>	<b>Mon 08/24/15</b>
13	2 days?	Add 3rd \$100 Title Search Fee	Tue 08/18/15	Wed 08/19/15
14	<b>5 days</b>	<b>Request 4th Set Title Searches (400)- (TS 1302)</b>	<b>Tue 08/25/15</b>	<b>Mon 08/31/15</b>
15	2 days?	Add 4th \$100 Title Search Fee	Tue 08/25/15	Wed 08/26/15
16	<b>5 days</b>	<b>Request 5th Set Title Searches (500)- (TS 1302)</b>	<b>Tue 09/01/15</b>	<b>Tue 09/08/15</b>
17	2 days?	Add 5th \$100 Title Search Fee	Tue 09/01/15	Wed 09/02/15
18	<b>5 days</b>	<b>Request 6th Set Title Searches (600)- (TS 1302)</b>	<b>Wed 09/09/15</b>	<b>Tue 09/15/15</b>
19	4 days?	Add 6th \$100 Title Search Fee	Wed 09/09/15	Mon 09/14/15
20	<b>5 days</b>	<b>Request 7th Set Title Searches (700)- (TS 1302)</b>	<b>Wed 09/16/15</b>	<b>Tue 09/22/15</b>
21	2 days?	Add 7th \$100 Title Search Fee	Wed 09/16/15	Thu 09/17/15
7	7 days	File A&S 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	<b>10 days</b>	<b>Send Summons Certified (TS 1302)</b>	<b>Wed 10/21/15</b>	<b>Tue 11/03/15</b>
23	1 day	Order Publication of NTBF (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	NTBF Wk1(DNews) (TS 1302)	Mon 11/16/15	Mon 11/16/15
29	0 days	Def J Hearing Letter (TS 1302)	Wed 11/18/15	Wed 11/18/15
26	1 day	Send reg Mail Ltr to Property Address for NTBF	Mon 11/23/15	Mon 11/23/15
27	1 day	NTBF WK2(Dnews) (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	NTBF WK3(Dnews) (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 J. (TS 1302)	Wed 12/02/15	Wed 12/02/15
30	2 days	NTBF WK4(Dnews) (TS 1302) (30 day notice)	Wed 12/09/15	Thu 12/10/15
32	1 day	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	ORDER FOR CONSOLIDATION & REF (TS 1302) Schedule Only On Friday	Wed 01/07/16	Thu 01/08/16
36	1 day	Order of Def. J. 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 Cons& Ref (TS 1302)	Tue 01/19/16	Tue 01/19/16
39	1 day	ORDER FOR CONSOLIDATION & REF (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	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	<b>3 days</b>	<b>Hold Sale (TS 1302)</b>	<b>Tue 04/05/16</b>	<b>Thu 04/07/16</b>
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

**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 1303 - 1st Draft**

ID	Duration	Task Name	Start	Finish
1	<b>51 days</b>	<b>Pre-Tax Sale (TS 1303)</b>	<b>Wed 10/07/15</b>	<b>Mon 12/21/15</b>
2	2 days?	Flag 2,500 Parcels TS 1303	Wed 10/07/15	Thu 10/08/15
3	2 days?	Add Tax Sale Fees (\$50.00)	Wed 10/07/15	Thu 10/08/15
4	21 days?	All NT parcels to Collections	Wed 10/07/15	Wed 11/04/15
5	25 days	Create Summons (TS 1303)	Wed 10/07/15	Tue 11/10/15
8	<b>5 days</b>	<b>Request 1st Set Title Searches (100)- (TS 1303)</b>	<b>Wed 10/21/15</b>	<b>Tue 10/27/15</b>
9	2 days?	Add 1st \$100 Title Search Fee	Wed 10/21/15	Thu 10/22/15
10	<b>5 days</b>	<b>Request 2nd Set Title Searches (200)- (TS 1303)</b>	<b>Wed 10/28/15</b>	<b>Tue 11/03/15</b>
11	2 days?	Add 2nd \$100 Title Search Fee	Wed 10/28/15	Thu 10/29/15
12	<b>5 days</b>	<b>Request 3rd Set Title Searches (300)- (TS 1303)</b>	<b>Wed 11/04/15</b>	<b>Tue 11/10/15</b>
13	2 days?	Add 3rd \$100 Title Search Fee	Wed 11/04/15	Thu 11/05/15
14	<b>5 days</b>	<b>Request 4th Set Title Searches (400)- (TS 1303)</b>	<b>Thu 11/12/15</b>	<b>Wed 11/18/15</b>
15	2 days?	Add 4th \$100 Title Search Fee	Thu 11/12/15	Fri 11/13/15
16	<b>5 days</b>	<b>Request 5th Set Title Searches (500)- (TS 1303)</b>	<b>Thu 11/19/15</b>	<b>Wed 11/25/15</b>
17	2 days?	Add 5th \$100 Title Search Fee	Thu 11/19/15	Fri 11/20/15
18	<b>5 days</b>	<b>Request 6th Set Title Searches (600)- (TS 1303)</b>	<b>Mon 11/30/15</b>	<b>Fri 12/04/15</b>
19	4 days?	Add 6th \$100 Title Search Fee	Mon 11/30/15	Thu 12/03/15
20	<b>5 days</b>	<b>Request 7th Set Title Searches (700)- (TS 1303)</b>	<b>Mon 12/07/15</b>	<b>Fri 12/11/15</b>
21	2 days?	Add 7th \$100 Title Search Fee	Mon 12/07/15	Tue 12/08/15
7	7 days	File A&S 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	<b>10 days</b>	<b>Send Summons Certified (TS 1303)</b>	<b>Thu 01/14/16</b>	<b>Thu 01/29/16</b>
23	1 day	Order Publication of NTBF (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	<b>1 day</b>	<b>NTBF WK1(DNews) (TS 1303)</b>	<b>Tue 02/09/16</b>	<b>Tue 02/09/16</b>
29	0 days	Def J Hearing Letter (TS 1303)	Thu 02/11/16	Thu 02/11/16
26	1 day	Send reg Mail Ltr to Property Address for NTBF	Tue 02/16/16	Tue 02/16/16
27	<b>1 day</b>	<b>NTBF WK2(Dnews) (TS 1303)</b>	<b>Tue 02/16/16</b>	<b>Tue 02/16/16</b>
49	10 days	Request Final City Bills (TS 1303)	Wed 02/17/16	Tue 03/01/16
28	<b>1 day</b>	<b>NTBF WK3(Dnews) (TS 1303)</b>	<b>Tue 02/23/16</b>	<b>Tue 02/23/16</b>
50	3 days	Send Lienholder Letters (TS 1303) Certified	Tue 02/23/16	Thu 02/25/16
31	0 days	Advertise Default J. (TS 1303)	Tue 02/23/16	Tue 02/23/16
30	<b>2 days</b>	<b>NTBF WK4(Dnews) (TS 1303) (30 day notice)</b>	<b>Tue 03/01/16</b>	<b>Wed 03/02/16</b>
32	1 day	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	<b>5 days</b>	<b>Set Motion for Default Judgment (TS 1303)</b>	<b>Tue 03/22/16</b>	<b>Tue 03/29/16</b>
35	<b>2 days</b>	<b>HEARING FOR DEFAULT JUDGMENTS (TS 1303) Schedule Only On Friday</b>	<b>Fri 03/01/16</b>	<b>Mon 03/01/16</b>
36	1 day	Order of Def. J. 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	<b>0 days</b>	<b>File the Motion for Cons&amp; Ref (TS 1303)</b>	<b>Wed 04/06/16</b>	<b>Wed 04/06/16</b>
39	<b>1 day</b>	<b>ORDER FOR CONSOLIDATION &amp; REF (TS 1303)</b>	<b>Wed 04/06/16</b>	<b>Wed 04/06/16</b>
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	Prepare & 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	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	<b>3 days</b>	<b>Hold Sale (TS 1303)</b>	<b>Wed 06/22/16</b>	<b>Fri 06/24/16</b>
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

**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 1304 - 1st Draft

ID	Duration	Task Name	Start	Finish
1	<b>51 days</b>	<b>Pre-Tax Sale (TS 1304)</b>	<b>Mon 12/28/15</b>	<b>Wed 03/09/16</b>
2	2 days?	Flag 2,500 Parcels TS 1304	Mon 12/28/15	Tue 12/29/15
3	2 days?	Add Tax Sale Fees (\$50.00)	Mon 12/28/15	Tue 12/29/15
4	21 days?	All NT parcels to Collections	Mon 12/28/15	Wed 01/27/16
5	25 days	Create Summons (TS 1304)	Mon 12/28/15	Tue 02/02/16
8	<b>5 days</b>	<b>Request 1st Set Title Searches (100)- (TS 1304)</b>	<b>Tue 01/12/16</b>	<b>Tue 01/19/16</b>
9	2 days?	Add 1st \$100 Title Search Fee	Tue 01/12/16	Wed 01/13/16
10	<b>5 days</b>	<b>Request 2nd Set Title Searches (200)- (TS 1304)</b>	<b>Wed 01/20/16</b>	<b>Tue 01/26/16</b>
11	2 days?	Add 2nd \$100 Title Search Fee	Wed 01/20/16	Thu 01/21/16
12	<b>5 days</b>	<b>Request 3rd Set Title Searches (300)- (TS 1304)</b>	<b>Wed 01/27/16</b>	<b>Tue 02/02/16</b>
13	2 days?	Add 3rd \$100 Title Search Fee	Wed 01/27/16	Thu 01/28/16
14	<b>5 days</b>	<b>Request 4th Set Title Searches (400)- (TS 1304)</b>	<b>Wed 02/03/16</b>	<b>Tue 02/09/16</b>
15	2 days?	Add 4th \$100 Title Search Fee	Wed 02/03/16	Thu 02/04/16
16	<b>5 days</b>	<b>Request 5th Set Title Searches (500)- (TS 1304)</b>	<b>Wed 02/10/16</b>	<b>Tue 02/16/16</b>
17	2 days?	Add 5th \$100 Title Search Fee	Wed 02/10/16	Thu 02/11/16
18	<b>5 days</b>	<b>Request 6th Set Title Searches (600)- (TS 1304)</b>	<b>Wed 02/17/16</b>	<b>Tue 02/23/16</b>
19	4 days?	Add 6th \$100 Title Search Fee	Wed 02/17/16	Mon 02/22/16
20	<b>5 days</b>	<b>Request 7th Set Title Searches (700)- (TS 1304)</b>	<b>Wed 02/24/16</b>	<b>Tue 03/01/16</b>
21	2 days?	Add 7th \$100 Title Search Fee	Wed 02/24/16	Thu 02/25/16
7	7 days	File A&S 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	<b>10 days</b>	<b>Send Summons Certified (TS 1304)</b>	<b>Thu 03/31/16</b>	<b>Wed 04/13/16</b>
23	1 day	Order Publication of NTBF (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	<b>1 day</b>	<b>NTBF Wk1(DNews) (TS 1304)</b>	<b>Mon 04/25/16</b>	<b>Mon 04/25/16</b>
29	<b>0 days</b>	<b>Def J Hearing Letter (TS 1304)</b>	<b>Wed 04/27/16</b>	<b>Wed 04/27/16</b>
26	1 day	Send reg Mail Ltr to Property Address for NTBF	Mon 05/02/16	Mon 05/02/16
27	<b>1 day</b>	<b>NTBF WK2(Dnews) (TS 1304)</b>	<b>Mon 05/02/16</b>	<b>Mon 05/02/16</b>
49	10 days	Request Final City Bills (TS 1304)	Tue 05/03/16	Mon 05/16/16
28	<b>1 day</b>	<b>NTBF WK3(Dnews) (TS 1304)</b>	<b>Mon 05/09/16</b>	<b>Mon 05/09/16</b>
50	3 days	Send Lienholder Letters (TS 1304) Certified	Mon 05/09/16	Wed 05/11/16
31	<b>0 days</b>	<b>Advertise Default J. (TS 1304)</b>	<b>Mon 05/09/16</b>	<b>Mon 05/09/16</b>
30	<b>2 days</b>	<b>NTBF WK4(Dnews) (TS 1304) (30 day notice)</b>	<b>Mon 05/16/16</b>	<b>Tue 05/17/16</b>
32	1 day	Proof of Publication (TS 1304)	Tue 05/17/16	Tue 05/17/16
33	<b>0 days</b>	<b>File the Motion for Default Judgment (TS 1304)</b>	<b>Tue 05/31/16</b>	<b>Tue 05/31/16</b>
34	<b>5 days</b>	<b>Set Motion for Default Judgment (TS 1304)</b>	<b>Tue 06/07/16</b>	<b>Mon 06/13/16</b>
35	<b>2 days</b>	<b>HEARING FOR DEF. J. (TS 1304) Schedule Only On Friday</b>	<b>Thu 06/17/16</b>	<b>Fri 06/17/16</b>
36	1 day	Order of Def. J. 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	<b>0 days</b>	<b>File the Motion for Cons&amp; Ref (TS 1304)</b>	<b>Tue 06/21/16</b>	<b>Tue 06/21/16</b>
39	<b>1 day</b>	<b>ORDER FOR CONSOLIDATION &amp; REF (TS 1304)</b>	<b>Tue 06/22/16</b>	<b>Tue 06/22/16</b>
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
43	1 day	Prepare & Email Report of Clerk & Master (TS 1304)	Fri 07/01/16	Fri 07/01/16
42	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	<b>1 day</b>	<b>1st &amp; Final Advertisement( Daily News) (TS 1304)</b>	<b>Tue 07/26/16</b>	<b>Tue 07/26/16</b>
51	1 day	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	<b>3 days</b>	<b>Hold Sale (TS 1304)</b>	<b>Wed 09/07/16</b>	<b>Fri 09/09/16</b>
55	5 days	Legal Descriptions to Court (TS 1304)	Mon 09/19/16	Fri 09/23/16
56	<b>2 days</b>	<b>Sold Letters (TS 1304)</b>	<b>Mon 09/19/16</b>	<b>Tue 09/20/16</b>
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**

**Sample of Title Work – First Page – See PDF file (for full doc)**

**SHELBY COUNTY TRUSTEE  
REFERENCE LETTER**

TAX SALE # 1401 / CHARMYN  
CERTIFICATION DATE: 08/04/2016

**\*\* If this parcel is unsearchable, sign  
below and return to Trustee!**

x \_\_\_\_\_

Subdivision Name: **PINE HILL**

ORDER #: **5908216**  
AMOUNT:

Parcel #: **04907300000130**  
Owner: **JOHNSON THOMAS G**  
Exhibit #: **2653**  
Lot: **36**  
Lot Size: **47 x 172**  
Property Loc: **848 GAGE**

SEARCHER INFORMATION: **LOT 36, P11-30B. (KBC)**

**PINE**

A SEARCH OF THE INDICES OF \_\_\_\_\_ ON  
THE PROPERTY DESCRIBED AS: **Lot 36, Pine Hill Subdivision, as described in  
Plat Book 11, Page 30.**

PARCEL ID #: **04907300000130**

REFLECTS THE FOLLOWING: **LAST RECORDED DEED OF CONVEYANCE  
(COPY ATTACHED): HM-4246**

LAST OWNER(S) OF RECORD: **Thomas G. Johnson**

METHOD ACQUIRED: **Quit Claim Deed HM-4246**

UNRELEASED TRUST DEEDS (COPY ATTACHED):

1. \_\_\_\_\_ 2. \_\_\_\_\_

THE NAME(S) OF THE GRANTEE SET OUT ABOVE WAS SEARCHED FOR THE  
FOLLOWING:

- A. **UNRELEASED TAX LIENS AND JUDGEMENTS FILED IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TN (COPY ATTACHED)  
Possible Judgment - 12073982.**
- B. **BANKRUPTCY FILING:**
- C. **IRS/TAX LIENS: Possible Federal Tax Lien - 10111272.**
- D. **ANY NOTICES OF DEATH OF ANY OWNER(S) LISTED ABOVE:  
Possible Death Notices - 07/09/2008, 12/31/2011, 04/29/2014, and 06/09/2015.**
- E. **ANY EVIDENCE OF HEIRS OF LEGAL OWNER(S) LOCATED IN THE PUBLIC RECORDS INCLUDING BUT NOT LIMITED TO THE RECORDS OF THE PROBATE COURT:**
- F. **OTHER:**