



**City of East Point
Contracts and Procurement Department**

1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344
Telephone: 404.270.7138
Fax: 404.765.1184

DATE: February 27th, 2009
TO: All Prospective Service Providers
FROM: Dena Ray, Contract Specialist
RE: RFP No. 2009-1336 – Professional Property Tax Solution for East Point, Georgia

Greetings,

The City of East Point, Georgia, is soliciting sealed proposals from experienced and qualified service providers who are interested in entering into an annual contract to provide professional services to the City for the disbursement of the City's real estate and property tax bills and the collection of all delinquent real estate and property taxes. The proposed contract shall initially be awarded for a one (1) year term, but shall be renewable on an annual basis for up to four (4) optional one-year terms at the City's discretion, and upon the agreement of both parties.

The Selected Provider shall be responsible for the disbursement of City's real estate and property tax bills, and the collection of all delinquent real estate and property taxes due and payable within the city limits of East Point, Georgia. Collection efforts shall be in accordance with the Fair Debt Collection Practices Act and all other applicable state and federal laws governing such services. The services shall include, but shall not be limited to, the following:

- Printing and mailing of property tax bills;
- Handling of delinquent account collections and lien filings on real estate and personal property with past due property taxes;
- Preparation and submittal of property descriptions and other necessary information to local legal organs for advertisement of sale pursuant to current legal statutes; and
- Facilitation of the processing of the levy and sale of parcels by assisting the Ex-Officio, Sheriff's Office or other person(s) authorized to conduct tax sales.

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Professional Property Tax Solution for East Point, Georgia
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1.0 EXAMINATION OF SOLICITATION DOCUMENTATION

Prospective Service Providers shall carefully review the solicitation documents and shall promptly notify the City of East Point's Contract and Procurement, in writing, of any and all ambiguities, inconsistencies, unduly restrictive specifications or errors that may be discovered upon examination of the documents. The Contract and Procurement Department may be contacted by email at dray@eastpointcity.org or by fax at 404.765.1184. All correspondence must reference the applicable Request for Proposals Number and be as specific as possible in describing the page number, location and manner of the suspected ambiguity, inconsistency, restrictive specification or error.

2.0 INQUIRIES, CLARIFICATIONS AND REQUESTS

Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the Proposal Due Date must be submitted in writing to Ms. Dena Ray, Contract Specialist, Contracts and Procurement Office, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "Inquiry Enclosed" to differentiate such parcels from those containing actual solicitation responses. The deadline for receipt of any and all such inquiries is Close of Business (5:00 P.M.) on Friday, March 13th, 2009. (Please note, this is NOT the Proposal Due Date.) Electronically submitted (faxed and / or emailed) requests for changes and / or time extensions shall be given consideration if they are concise, clearly worded and submitted to the City in a timely manner. All faxes MUST be accompanied by a cover sheet directing the fax to Ms. Ray.

3.0 PRE-PROPOSAL CONFERENCE AND SITE VISITS

The City has not scheduled a Pre-Proposal Conference for this solicitation, and it is anticipated that a Pre-Proposal Conference shall not be held. Likewise, site visits are unnecessary for this Request for Proposals.

4.0 VERBAL COMMUNICATION

The City, its agents, representatives and / or employees shall not be responsible for any information given by way of verbal communication at any time, or under any circumstances. Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions of the solicitation documents implied or made in any other manner shall not be considered valid or binding and Prospective Service Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses. Any questions that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the selection of the Prospective Service Provider, the solicitation process or the award of the Contract shall be answered in addenda issued by the City of East Point, Georgia. The City of East Point reserves the right to not respond to inquiries whose answers are contained in the solicitation documents or that are deemed

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inconsequential or trivial in nature and to limit the number of inquiries from any or all Prospective Service Providers if such inquiries become too numerous, too time consuming or too overbearing.

5.0 ALL-INCLUSIVE PRICING

The proposal price provided by Prospective Service Providers must be all-inclusive, unless otherwise directed herein, and is to include, but shall not be limited to, any and all of the costs associated with licenses, fees, permits, bonds and / or insurance required in order to provide the goods and / or perform the work and / or service(s), any and all of the costs associated with labor, personnel, supervision and / or administration necessary to provide the goods and / or perform the work and / or service(s), the costs associated with shipping, transportation, delivery and / or mailing charges necessary to provide the goods and / or perform the work and / or service(s), the cost of any and all materials, goods, supplies, equipment and / or tools necessary to provide the goods and / or perform the work and / or service(s), and any and all of the costs associated with set up, installation, interfacing, integration, training and/or customer service and/or customer support necessary to provide the goods and / or perform the work and / or service(s) in a lawful and professional manner and as specified in the Scope of Work / Scope of Services.

6.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

6.1 Prospective Service Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered “non-conforming” and “non responsive” in nature and shall be disqualified from award competition.

6.2 PLEASE NOTE: A valid solicitation response shall consist of one (1) signed, unbound original and six (6) bound photocopies that are identical to the original. Failure to submit the responses in the manner specified or failure to enclose identical copies of the original material may result in the disqualification of your submittal. The responses must be placed in a sealed, opaque envelope / package and clearly marked as follows on the outside:

“RFP No. 2009 – 1336
Professional Property Tax Solution”

6.3 The outside of the envelope / package must also contain the name, address and telephone number of the Prospective Service Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated “**RFP Response Enclosed**” on the outside to differentiate these parcels from those containing questions or inquiries.

6.4 All solicitation responses must be addressed / delivered to the following:

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Dena Y. Ray
Contract Specialist
Contracts and Procurement Department
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344
Telephone: 404.270.7138
Fax: 404.765.1184
Email: dray@eastpointcity.org

6.5 This is a sealed proposal solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid, shall not be given award consideration and shall be destroyed by the City upon receipt.

7.0 TIMELY RECEIPT AND DELIVERY RESPONSIBILITY

7.1 Time is of the essence; therefore, sealed solicitation responses must be received by the City **no later than 4:00 PM on Friday, March 20th, 2009, hereafter referred to as the Proposal Due Date.**

7.2 Each Prospective Service Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to or delivered to another person, department or location within the City. Solicitation responses received by the Contracts and Procurement Office after the time and / or date specified above shall not be opened or given award consideration and shall be destroyed by the City upon receipt.

8.0 ADDENDA

8.1 Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions of the solicitation documents implied or made in any other manner shall not be considered valid or binding and Prospective Service Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

8.2 If required, addenda shall be issued to all Prospective Service Providers who are on record as having received the solicitation documents. Distribution of the addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and shall also be made available, free of charge, to all Prospective Service Providers on the City's web site located at <http://www.eastpointcity.org>.

8.3 Before submitting a solicitation response, Prospective Service Providers must ascertain that all addenda issued by the City have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Service Provider to assure they have received any and all addenda, and the City shall not be held responsible for

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any oversight and / or omission. Prospective Service Providers are discouraged from contacting the City for information regarding the issuance of addenda. All addenda shall be made available, free of charge, to all Prospective Service Providers on the City's web site located at <http://www.eastpointcity.org>. Contacting the City is unnecessary and wastes valuable administrative time.

8.4 Responses that are prepared and submitted by Prospective Service Providers without benefit of the data contained in any and all issued addenda shall be considered "non-conforming" and "non responsive" and shall not be given award consideration by the City.

9.0 VALIDITY OF RESPONSES

9.1 All responses submitted must be valid for a minimum of one hundred and eighty (180) days from the Proposal Due Date. All responses shall be irrevocable for this period of time, until the City awards this solicitation, enters into a Contract for the goods / work / services or cancels this solicitation, whichever shall first occur. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference Section 11.0 for further details regarding the circumstances.

9.2 If the solicitation involves or is based upon a Contract for Services, the Provider's terms, the deliverables and the pricing must be valid, at a minimum, for the entire initial term of the Contract, unless stated otherwise herein.

10.0 WITHDRAWAL, MODIFICATION AND CANCELLATION OF RESPONSES

10.1 By submitting a response to this solicitation, the Prospective Service Provider agrees to and understands that a sealed response may not be modified, withdrawn nor cancelled by the Prospective Service Provider after the time and date designated for receipt of responses has passed. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference Section 11.0 for further details regarding the circumstances.

10.2 Before the time and date designated for receipt of proposals has passed, sealed responses submitted early may be withdrawn or cancelled by the Prospective Service Provider by providing notice to the Contracts and Procurement Department before the time designated for receipt of sealed proposals. Such notice shall be in writing over the signature of the Prospective Service Provider. The requesting Prospective Service Provider may designate that the withdrawn or cancelled responses be destroyed in an unopened condition by the Contracts and Procurement Department, or returned, unopened, to the Prospective Service Provider. If the Prospective Service Provider designates to have the response returned, unopened, the Prospective Service Provider must arrange to pick up the unopened solicitation responses. Under no circumstances shall withdrawn or cancelled responses be returned to the Prospective Service Provider at the City's effort or expense.

10.3 Sealed responses that are withdrawn or cancelled shall not be opened on City property or in the presence of competing Prospective Service Providers.

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10.4 Withdrawn or cancelled responses may be resubmitted, with or without modification, by a Prospective Service Provider up until the time and date designated as the Proposal Due Date.

11.0 CORRECTION OF CLERICAL OR NON-INTENTIONAL ERRORS

11.1 After the opening of the solicitation, mistakes or errors that are discovered by the City, Prospective Providers or other interested parties may be corrected or a withdrawal of the solicitation response may be allowed in accordance with the provisions of this section.

11.2 Any obvious clerical mistakes, included but not limited to an error in the calculation of a price extension, the placement of a decimal point, the unintentional reversal of prices, incorrect FOB destination, or incorrect FOB point of originality may be corrected by the City in the Prospective Provider's original solicitation response after written verification that a clerical mistake did occur is received by the City from the Prospective Provider.

11.3 Corrections of other errors may be allowed following a written determination by the City that the following conditions have been adequately met:

Evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and

The solicitation response both as received and as actually intended is the lowest, responsive, responsible bid received.

11.4 If, in the City's opinion, there is a significant and obvious disparity between the prices of the lowest Prospective Provider and all of the other Prospective Providers, the lowest Prospective Provider may be permitted to withdraw their submittal without prejudice upon submission of written evidence and testimony that a non-intentional error did occur in the preparation of the solicitation response. Under these circumstances, the award of the Contract shall go to the next lowest, responsive, responsible Prospective Provider.

11.5 If there is no clear and convincing evidence that a mistake or error has occurred, the Prospective Provider shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the City, such a Prospective Provider shall forfeit their bid security and/or be barred from participating in future solicitations conducted by the City.

12.0 NON-REIMBURSEMENT OF EXPENSES

The City shall not be held liable for the reimbursement or payment of any cost(s) incurred by Prospective Service Providers in the preparation or provision of responses to this solicitation or any other solicitations issued by the City of East Point, Georgia.

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13.0 PUBLIC OPENING AND DISCLOSURE

13.1 Properly identified proposals received on time shall be publicly opened and the Prospective Service Provider's name read aloud in public. A Responder's Listing shall be prepared by the Contracts and Procurement Department and made available via email to Proposed Service Providers and others who submit an emailed request for the information after the RFP Due Date. Contents of submitted proposals may not be examined by or divulged to the Prospective Service Providers or the general public until after a Service Provider has been selected by the City and a legally binding contract has been negotiated and entered into or a Purchase Order for the goods / work and / or service(s) has been issued.

13.2 Upon submission, any and all responses and supportive / accompanying materials become the property of the City of East Point, Georgia.

13.3 All responses shall be handled in a confidential nature, but submitted materials may be subject to disclosure under various Freedom of Information and Public Disclosure acts. Review of responses shall be made available to other Prospective Service Providers and the general public after a Service Provider has been selected by the City and a legally binding contract has been negotiated and entered into or a Purchase Order for the goods / work and / or service(s) has been issued. Such requests shall be handled pursuant to the terms and conditions of applicable Federal and state Freedom of Information Acts and the City's Municipal Code. Information regarding Open Records Requests should be directed to the City Clerk's Office by telephoning 404.270.7090.

14.0 RIGHT TO REJECT RESPONSES AND WAIVE TECHNICALITIES

The City reserves the right to reject any or all responses, or any portion thereof, or to waive any technicalities it deems are not in the best interest of the City. In particular, the City reserves the right to reject responses that are submitted using a form and / or format other than the form and / or format stipulated herein and / or provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming in nature.

15.0 RIGHT TO CANCEL SOLICITATION

The City reserves the right to cancel this solicitation for any reason, with or without cause and with or without prior notification. Cancellation of this solicitation shall not result in any liability to any Prospective Service Provider for any reason whatsoever.

16.0 CONTRACT AWARD

16.1 It is the intent of the City to award a Contract to the responsive, responsible Service Provider(s) who offers the best value to the City provided the response(s) submitted by that Prospective Service Provider has been submitted in accordance with and meets the requirements and criteria set forth in the solicitation package. Only after consideration of any and all determining factors shall the responsive,

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responsible Service Provider who offers the best value to the City be determined. The City's determination in this matter shall be the sole and binding determination. At its discretion, the City may award a Contract to one (1) or more Service Providers, as is deemed in the best interest of the City.

16.2 The City may request or require additional information from and/or a meeting with Prospective Service Providers before making a final determination of award. Any Prospective Service Provider who refuses to and / or fails to provide such requested information and/or meet with the City within the time period stipulated by the City shall be eliminated from award consideration.

16.3 Prior to commencing with any work and / or services and / or providing any goods, the Selected Service Provider(s) shall be required to enter into a legally binding written **Agreement or Contract** with the City of East Point, Georgia, based upon the requirements, specifications, terms and / or conditions contained herein and / or stipulated by the City. In addition, prior to commencing with any work and / or services and / or providing any goods, the Selected Service Provider(s) must submit to the City any required insurance certifications, bonding, licenses, permits, etc. necessary for the performance of the work and/or service.

17.0 SERVICE PROVIDER PROTESTS

Any actual or Prospective Service Provider, Bidder, Offeror, Contractor or Subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a contract shall protest to the Contracts and Procurement Department. Protestors are urged to seek resolution of their complaints initially with the City's purchasing agent. A protest with respect to an Invitation for Bids (ITB) or Request for Proposals (RFP) must be submitted to the Contracts and Procurement Department in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstances after five (5) calendar days of notification of award of the Contract. The City's Municipal Code shall govern all such matters. The City's Municipal Code may be accessed from the City web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

18.0 NON-REVOCABLE BOND / INSURANCE REQUIREMENTS

The Selected Service Provider shall maintain a non-revocable surety bond in the amount of no less than one hundred thousand dollars (\$100,000.00), underwritten by a company licensed by the State of Georgia to issue such bonds, in favor of the City of East Point, Georgia, and shall, before providing goods and / or beginning work and / or service(s) pursuant to this solicitation or any resulting Contract, provide a copy of that bond to the East Point Contracts and Procurement Office. The Selected Service Provider shall also maintain general liability, automobile bodily injury liability and civil rights liability insurance, issued by an insurance company licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Service Provider and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions of the Selective Provider, its agents, representatives or employees in connection with the Selected Service Provider's provision of goods and/or work and / or

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service(s) and any other obligations contemplated by this solicitation. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors or other designees, as additional insured's, and the Selected Service Provider shall provide to East Point's Contracts and Procurement Office a Certificate of Insurance reflecting such coverage prior to providing goods and / or the beginning of work and / or service(s) contemplated in this solicitation. That policy shall include a provision that the policy shall not be cancelled nor modified without providing at least thirty (30) days written notice to the City of East Point, Georgia.

19.0 HOLD HARMLESS CLAUSE

The Selected Service Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors and / or representatives of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Service Provider of any of the agreements, representations, or warranties of the Selected Service Provider contained in this solicitation or their response thereto, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Service Provider, its agents, representatives or employees in connection with the Selected Service Provider's provision of goods and / or work and / or service(s) and any other obligations contemplated by this solicitation, response thereto, or Contract resulting therefrom. The indemnity obligation of the Selected Service Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute of limitation.

20.0 NONDISCRIMINATION PRACTICES

The Selected Service Provider agrees that in connection with the performance of providing the goods and / or work and / or service(s) under this solicitation, the Provider (and / or his Subcontractor[s] and / or Supplier[s]) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, national origin and / or disability. The aforesaid provision shall include, but shall not be limited to, the following: employment, promotion, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, overtime or compensatory time consideration and / or any other forms of compensation, and / or selection for training, including apprenticeship. The Provider (Subcontractor[s] / Supplier[s]) agrees to post statements of non-discrimination practices in conspicuous places, available for employees and applicants for employment to see that clearly sets forth the provisions of this nondiscrimination practices clause.

21.0 ETHICS

21.1 Prospective Service Providers shall not offer any gratuities, favors, gifts, honorariums or anything of any monetary value whatsoever to any official, employee, representative and / or agent of the City of East Point for the purpose of influencing consideration and / or award of this solicitation. Violation of

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this clause shall result in the immediate elimination of the Provider's response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider's representative(s) and the City employee(s), if found to be in complicity and / or collusion therewith.

21.2 No Public Official, employee, representative and/or agent of the City shall gain personal or financial benefit from a decision relating to the award of this contract, nor shall any public official, employee, representative and/or agent of the City of East Point engage in any discussions with Prospective Service Providers or others that may influence, in any manner, pro or con, the award of this contract. Discussions for the purpose of investigating the soundness of a potential Selected Provider to perform as required under the terms and conditions of a proposed City's contract shall, by nature, be exempt.

21.3 Any and all Selected Service Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of Part 2, Chapter 4, Ethics Policy of the Code of Ordinances of the City of East Point, Georgia. Full text of this ordinance may be obtained from the City Clerk's Office by telephoning 404.270.7090 or on-line by visiting <http://www.municode.com>. The City's Code of Ordinances may also be found on the City's web site under the Quick Links heading "City Ordinances Online". The City's web site is located at <http://www.eastpointcity.org>.

SERVICE PROVIDER'S CONTACT SHEET
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Professional Property Tax Solution for East Point, Georgia

I certify that I am an officer / authorized representative of the firm listed below and that the information and materials enclosed in this proposal package accurately represent the capabilities of the firm listed below in regards to providing the goods and / or services indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this proposal to furnish any information that may be deemed pertinent or necessary to the verification of information provided or regarding the reputation, financial solvency and / or capabilities of the firm. I hereby bind my firm and on their behalf agree to furnish the goods and / or services at the terms stated in the attached proposal, subject to all instructions, conditions, specifications, addenda, et cetera pertaining to the aforementioned RFP at the price(s) contained herein. I hereby attest I have read the RFP documents, including all attachments, drawings and specifications, and believe I fully understand the City's requirements and needs. I understand that the price(s) I have provided herein are to be F.O.B. East Point, Georgia, are to be all-inclusive in nature, unless instructed otherwise herein, and must represent a completed product or service as specified in the RFP documents.

Company: _____

Address: _____

Address: _____

City / State / Zip: _____

Name: _____

Title: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Today's Date: _____

This page must be completed and should be the first page of each and every proposal package included in your RFP response.

A valid RFP submittal shall consist of one (1) signed, unbound original proposal and six (6) bound photocopies that are identical to the original proposal. Failure to submit the proposal in the manner stated above or failure to enclose any requested documentation may result in the disqualification of your RFP response.

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Scope of Services

1.0 PURPOSE FOR SOLICITATION

The City of East Point, Georgia, wishes to increase the efficiency and effectiveness of the City's Tax Collection Division by improving the timeliness of revenue collections and the ratio of the success of the City's tax collections efforts. The purpose of this Request for Proposals (RFP) is to accomplish these objectives without the need for additional staff members or the depletion of financial resources for the procurement of costly software or equipment.

2.0 BACKGROUND AND NUMBERS

2.1 The City currently uses Manitrone[®] software in their Property Tax Division. The ideal Prospective Providers will be familiar with this software and capable of using it proficiently.

2.2 In an average year, the City of East Point distributes between thirteen thousand (13,000) and fifteen thousand (15,000) tax bills to property owners. Property tax bills are usually mailed out no later than October 1st of each year.

2.3 The City's current tax millage rate is 14.75, and the last property assessment took place in August of 2008.

2.4 The deadline for the payment of property taxes is December 1st of each year. Taxes are deemed as "late" after that date and immediately start accruing interest. The City does not have a "grace period" for the payment of property taxes.

2.5 No tax deferments are offered to or available to City property owners. Any and all taxable property within the City is taxed.

2.6 The current ratio of delinquent taxes to collected taxes is 7 to 93; therefore, approximately seven percent (7%) of all property taxes due and payable are delinquent. This is approximately one million dollars (\$1,000,000.00) worth of past due taxes owed on approximately two thousand (2,000) parcels of land.

2.7 The City shall lend assistance to the Selected Service Provider in the task of disseminating the tax bills and collecting the taxes owed. The Tax Collector's office shall assist the Selected Provider with determining the accuracy of contact persons, addresses, parcels, and any other information relative to the tasks outlined in this RFP.

3.0 CONTRACT TERM

The proposed contract shall initially be awarded for a one (1) year term, but shall be renewable on an annual basis for up to four (4) optional one-year terms at the City's discretion, and upon the agreement of both parties.

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4.0 SCOPE OF SERVICES

The Selected Provider shall be responsible for the disbursement of City's real estate and property tax bills, and the collection of all delinquent real estate and property taxes due and payable within the city limits of East Point, Georgia. Collection efforts shall be in accordance with the Fair Debt Collection Practices Act and all other applicable state and federal laws governing such services. The services shall include, but shall not be limited to, the following:

- Printing and mailing of property tax bills;
- Handling of delinquent account collections and lien filings on real estate and personal property with past due property taxes;
- Preparation and submittal of property descriptions and other necessary information to local legal organs for advertisement of sale pursuant to current legal statutes; and
- Facilitation of the processing of the levy and sale of parcels by assisting the Ex-Officio, Sheriff's Office or other person(s) authorized to conduct tax sales.

5.0 PAYMENT FOR SERVICES RENDERED

5.1 Payments from the City for the printing and mailing of tax bills shall be made only upon execution and only after receipt of confirmation from the Selected Service Provider that the work has been successfully completed. The City shall determine the documentation that shall be necessary from the Selected Service Provider to confirm and prove completion of the services.

5.2 Payment from the City for the costs associated with the collection of delinquent taxes shall be made only upon collection of the past due amount either through Provider collection efforts, levy or tax sale. The City shall determine the documentation that shall be necessary from the Selected Service Provider to confirm and prove the services required and/or provided by the Selected Provider in each individual collection effort. Payment of any fees assessed by the Selected Provider on delinquent tax bills shall be paid **ONLY AFTER THE INITIAL TAX BILL HAS BEEN SATISFIED** and the funds due and payable to the City have been received.

5.3 Under no circumstances shall the Selected Service Provider receive any funds whatsoever from taxpayers for the payment of taxes. All payments for taxes, delinquent or otherwise, shall be made directly to the City.

5.4 Each Prospective Service Provider must incorporate the above requirements into their response provided in the Detailed Fee Section. Exceptions to the requirements detailed above shall not be entertained or approved by the City.

6.0 PROPOSAL FORMAT / CONTENT GUIDELINES

6.1 Qualified and interested Prospective Service Providers are to provide the City of East Point, Georgia, with a **thorough and complete** response using the following guidelines:

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- All proposals must be typed using no less than a 10-point font size, and must contain no more than thirty (30) pages.
- Page count shall include any introductory letters, transmittal sheets and the résumés of key individuals, but shall exclude the front and back covers, Prospective Service Provider's Contact Information Sheet, Table of Contents pages, index sheets or tabs, tables, charts, or other requested graphic exhibits.
- Information requested by the City under separate cover shall not be included in the total proposal page count.
- Requested brochures, technical data sheets, schematics, drawings, warranties, service agreements, maintenance agreements, sales literature, etc shall not be included in the total proposal page count.
- All proposals should be straight forward, concise and provide "layman" explanations of any and all technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of your offer.
- Proposals that appear unrealistic in the terms of commitment or staffing, appear to lack competency or integrity or are indicative of a failure to fully comprehend the complexity and risks of the proposed Contract may be rejected by the City.

6.2 Proposals do not have to be professionally produced nor professionally packaged, but must be neat and orderly in appearance and well organized. The following sections / content must be included in the Prospective Service Provider's response, and must appear in the following order:

- **Front Cover**
May be plain, decorated, opaque, translucent, plastic, heavy-weight stock, paper, etc. The only thing the City is interested in is the fact that a front cover has been provided for the proposal.
- **Prospective Service Provider's Contact Information Sheet**
The Prospective Service Provider's Contact Information Sheet contained in this RFP packaged **must** be completed and signed by an individual authorized by the Prospective Service Provider to legally bind their company.

The address and other contact information provided on this sheet must be that of the Provider's office from which the City's Contract shall be managed, therefore, it ideally also represents the Provider's location nearest to the City of East Point, Georgia. **The Prospective Service Provider's Contact Information Sheet must be the FIRST sheet of each of the Provider's response packages. Please do NOT cover the Prospective Provider's Contact Information Sheet with a fly leaf, cover page, Letter of Introduction, Table of Content, etc.**
- **Table of Contents or Index of Contents**
Prospective Service Providers must use dividers of some type to separate sectional content. Dividers may be plain paper, heavy-weight stock, tabbed or untabbed, but

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tabbed dividers are preferred by the City as they do facilitate the perusal of the proposal.

- **Cover Letter / Letter of Introduction / Project Summary Section**

The Cover Letter / Letter of Introduction / Project Summary shall not to exceed three (3) pages in length. This section should summarize key elements of the Prospective Service Provider's understanding of the City's needs and key elements of the Provider's offer that will directly address those needs.

An individual authorized by the Prospective Service Provider to bind the Provider must sign the Cover Letter / Letter of Introduction / Project Summary. The letter must clearly stipulate that the contents of the proposal offer and the proposal price shall be valid during the full initial one (1) year term of the Contract and must stipulate the amount and/or percentage of any anticipated escalation in pricing over the optional terms of the contract.

- **Methodology / Approach Section**

The Methodology / Approach section must provide a detailed description and/or outline of the approach and methodology the Prospective Service Provider shall use to accomplish the Scope of Services for this RFP and to achieve the City's satisfaction in their performance.

At a minimum, this section of the proposal must include specific details of the equipment and the processes the Prospective Service Provider intends to employ to perform the service and information on the quality assurance measures the Prospective Service Provider has put into place to ensure the service provided meets or exceeds the City's expectations.

The Prospective Service Provider's experience and knowledge in working with Manitrion® software should be detailed in this section.

At a minimum, this section must also include the Prospective Service Provider's proposed action plan for the collection of delinquent real estate and personal property taxes. This plan of action must have relevancy with and correlate to the Proposed Project Timeline/Schedule provided in the following section.

Any additional information that substantiates the Prospective Service Provider's ability and capability to accomplish the tasks associated with this Contract should be detailed in this section.

- **Project Schedule / Proposed Project Timeline**

Each Prospective Service Provider must submit a proposed project timeline for the printing and mailing of the City's property tax bills and a schedule for the collection of delinquent property taxes. This timeline/schedule must include management decision points that will influence the project. The proposed project timeline/schedule must incorporate and expand upon the methodology and approach detailed in the previous section.

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- **Background / Qualifications Section**

The Background / Qualifications section should describe the Prospective Service Provider's familiarity with providing services of a similar nature to municipalities or other governmental entities of a similar size.

Each Prospective Service Provider must present a brief description of their company's history and discuss their specific experience in the area of tax bill preparation, tax collections, tax debt resolution through the disposal of property, etc. This discussion must include statistical information on the Prospective Service Provider's collection record for each of the last three (3) years for accounts managed by the Service Provider that are similar in size and scope.

Additionally, each Prospective Service Provider must provide full disclosure of any prior and/or existing legal actions in which they are connected in any manner as a direct, or indirect, result of providing or participating in tax collection activities. Litigation or potential litigation involving the performance of services, or lack thereof, breach of confidentiality and / or conflict of interests matters are also to be disclosed.

- **References Section**

In the References section, the Prospective Service Provider shall provide professional references of those for whom they have provided similar services. The references provided should be recent (five years old at the most) and must include a valid contract name, contract contact information and the dates services were provided.

Each Prospective Service Provider must provide a list of between four (4) to six (6) professional references who have consented to answer questions in regard to the Provider's performance and qualifications in providing tax collection services. Current, valid contact information including mailing addresses, telephone numbers and email addresses must be provided for each reference included in this section.

- **Staffing / Administration / Personnel Qualifications Section**

In this section, Prospective Service Providers shall provide a list of the individual(s) who shall be assigned to work on the City's contract in the capacity of a Supervisor or greater, and shall indicate the functions each will perform and the areas of responsibility each will assume.

Each Prospective Service Provider must submit brief résumés for all key personnel (Supervisor or greater) that shall be involved with the project. Additional information that Providers wish to have considered such as professional awards, performance recognitions, memberships, specialized training, etc. should also be included in this section.

NOTE: Upon award of the Contract and during the Contract term, if the Selected Service Provider chooses to assign different personnel to the Contract in the capacity of Supervisor or greater, the Provider must submit their names, contact information, qualifications and other information listed herein to the City for approval before that person can commence work upon the Contract.

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Services provided under this Contract shall NOT be performed by nor delegated to any person or entity other than the Provider without the expressed written authorization from the City, unless provide otherwise herein. Under no circumstances shall the City of East Point allow or permit the services described herein to be subcontracted without prior written consent.

- **Samples of Forms / Reports / Correspondence**

This section must include samples of any forms, reports and correspondence the Prospective Service Provider shall routinely use in providing the services requested herein.

- **Detailed Fee Section**

Please provide a detailed explanation of the Provider's fee structure for the services requested herein. Reference **Section 5.0, Payment For Services Rendered**, prior to completing this section.

Each Prospective Service Provider must submit a detailed breakdown of their proposed fees. This breakdown must include each of the following:

Cost for Printing and Mailing of Tax Bills

Estimated mailing costs should be calculated based on thirteen thousand (13,000) to fifteen thousand (15,000) tax bills being distributed with each containing a return envelope as an insert. Use of products that minimize the impact of the mailing upon the environment and/or reduce the costs involved are highly encouraged. Please include and detail any and all costs for postage, setup and other costs associated with the printing and mailing of tax bills.

Customary and Usual Charges for the Collection of Delinquent Taxes

The payment of tax collection services shall be achieved through the Selected Service Provider's successful collection efforts of past due taxes. Any and all costs associated with the collection of past due real estate or personal property taxes shall be levied against the individual delinquent tax payer and the respective property without the City or on-time tax payers incurring any costs for the performance of the services. Fees on the individual delinquent tax payer may be imposed by the Selected Service Provider to cover such costs as review of Internal Revenue Service and Bankruptcy liens, skip tracing efforts, title examinations, certified mailing charges, advertising costs and other costs associated with the collection efforts. Charges for delinquent collections shall not be an expense chargeable to the City's taxpayers who pay their taxes in a timely manner. Each Prospective Service Provider must provide a listing of customary and usual charges associated with the collection of delinquent taxes.

Anticipated Miscellaneous Fees or Costs

Please include the cost to the City for any and all miscellaneous fees or costs not specifically detailed herein, but necessary to satisfactorily carry out the services requested. Any fees or costs included in this subsection must be identified and explained.

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The City shall reserve the right to decline full acceptance of any Prospective Service Provider's proposal and/or the completion of all tasks as outlined in any Prospective Service Provider's proposal, and reserves the right to accept only those elements of any proposal that the City feels are necessary to meet the City's immediate objectives.

- **Back Cover**

May be plain, decorated, opaque, translucent, plastic, heavy-weight stock, paper, etc. The only thing the City is interested in is the fact that a back cover has been provided for the proposal.

- **Proposal Binding**

The ORIGINAL proposal must NOT be bound and should be provided to the City in an unbound, signed condition. All COPIES of the proposal MUST BE IDENTICAL TO THE ORIGINAL AND MUST BE BOUND. The binding employed may be as complex as a spiral or as simple as a staple, but it must be secure and permanent in nature. Paper clips and binding clips are NOT considered permanent.

7.0 EVALUATION CRITERIA / BASIS OF AWARD

The City's evaluation and selection process shall be a qualifications-based selection process for professional services. Proposals shall be evaluated to determine the best overall RFP conformance and the best value offered to the City for the services proposed. The City shall use some or all of the following criteria for evaluating and comparing the proposals submitted. The specific criteria listed are not necessarily all-inclusive and the order in which they appear is not intended to indicate their relative importance to one another. The scoring range for each criteria is provided.

- The Prospective Service Provider's methodology and approach to the service, including their understanding of the services desired, compliance with the City's requirements, responsiveness to the RFP; the thoroughness of the procedures, methods, and techniques to be utilized in the Provider's proposed process; the timeline for the Deliverables and the willingness of the Provider to tailor their processes based upon the City's needs and input. **0 to 40 points**
- Past performance with other municipalities. Ability and capability to perform the work. Recent experience in conducting similar scope, complexity and magnitude of services for others. The qualifications and experience of the Prospective Service Provider and their staff, length of time in business and other matters related to relevant experience. **0 to 30 points**
- Appropriateness and flexibility of pricing arrangements; the overall cost of the Prospective Service Provider's services as compared to other responders with comparable services. **0 to 30 points**

8.0 PRESENTATIONS AND DEMONSTRATIONS

If, in the opinion of the City of East Point, Georgia, presentations and/or demonstrations by Prospective Service Providers are desired as part of the evaluation process, the City of East Point, Georgia, shall

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notify the selected Providers and shall make arrangements for such presentations and/or demonstrations. The Selected Providers shall be given equal notification and shall be provided with an equal amount of time for their presentation and/or demonstration. The City reserves the right to present questions and/or make other inquiries of the Selected Providers. All such presentations and/or demonstrations shall be conducted at the convenience of the City and the Requesting Department.

9.0 DETAILED INSTRUCTIONS FOR SUBMITTING A PROPOSAL

9.1 Prospective Service Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered “non-conforming” and “non responsive” in nature and shall be disqualified from award competition.

9.2 PLEASE NOTE: A valid solicitation response shall consist of one (1) signed, unbound original and six (6) bound photocopies that are identical to the original. Failure to submit the responses in the manner specified or failure to enclose identical copies of the original material may result in the disqualification of your submittal. The responses must be placed in a sealed, opaque envelope / package and clearly marked as follows on the outside:

“RFP No. 2009 – 1336
Professional Property Tax Solution”

9.3 The outside of the envelope / package must also contain the name, address and telephone number of the Prospective Service Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated “**RFP Response Enclosed**” on the outside to differentiate these parcels from those containing questions or inquiries.

9.4 All solicitation responses must be addressed / delivered to the following:

Dena Y. Ray
Contract Specialist
Contracts and Procurement Department
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344
Telephone: 404.270.7138
Fax: 404.765.1184
Email: dray@eastpointcity.org

9.5 This is a sealed proposal solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid, shall not be given award consideration and shall be destroyed by the City upon receipt.

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**10.0 TIMELY RECEIPT, DELIVERY RESPONSIBILITY
AND REQUIRED ACKNOWLEDGEMENT OF ADDENDA**

10.1 Time is of the essence; therefore, sealed solicitation responses must be received by the City **no later than 4:00 PM on Friday, March 20th, 2009, hereafter referred to as the Proposal Due Date.**

10.2 Each Prospective Service Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to or delivered to another person, department or location within the City. Solicitation responses received by the Contracts and Procurement Office after the time and / or date specified above shall not be opened or given award consideration and shall be destroyed by the City upon receipt.

10.3 Before submitting a proposal response, Prospective Service Providers must ascertain that all addenda issued by the City have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Service Provider to assure they have received any and all addenda, and the City shall not be held responsible for any oversight and / or omission. Responses that are prepared and submitted by Prospective Service Providers without benefit of the data contained in any and all issued addenda shall be considered “non-conforming” and/or “non-responsive” and shall not be given award consideration. All addenda issued by the City shall be posted on the City’s web site at <http://www.eastpointcity.org> no later than forty-eight (48) hours before the Proposal Due Date.

10.4 Please refer to the City’s cover letter / Solicitation Terms and Conditions for other relevant information important to the preparation of a response to this solicitation.