

# **REQUEST FOR PROPOSALS**

**No. 17-43**

## **ROCKDALE COUNTY, GEORGIA**

**August 23, 2017**

### **DELINQUENT TAX COLLECTION SERVICES**



**ROCKDALE COUNTY FINANCE DEPARTMENT  
PROCUREMENT OFFICE  
958 Milstead Avenue  
CONYERS, GA 30012  
770-278-7552**

**INTRODUCTION:**

Rockdale County is requesting Competitive Sealed Proposals for the **Delinquent Tax Collection Services**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

**PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) or the following address:

Rockdale County Finance Department  
Purchasing Division  
Attn: Meagan Porch  
958 Milstead Avenue  
Conyers, GA 30012  
Phone: (770) 278-7557, Fax: (770) 278-8910  
E-mail: [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov)

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

**PROPOSAL COPIES FOR EVALUATION:**

Two (2) hard copies and one (1) original hard copy and one (1) CD or Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked "Original" and the Copies clearly marked "Copies."*) . CD's that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your disk(s) to ensure that they have the appropriate material on it before submitting.

**CONTRACT TERM:**

One (1) year with option to renew for four (4) years, renewal each year. Please see sample contract attached.

**DUE DATE:**

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, September 14, 2017.** Proposals received after this time will not be accepted.

**PRE-PROPOSAL CONFERENCE:**

There will not be a Pre-Proposal Conference for the RFP.

**QUESTIONS AND CLARIFICATIONS:**

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) or at the above address no later than **2:00 p.m., local time, on Thursday, September 7, 2017.** It shall be the proposers responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at

[www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

**ADDENDA:**

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

**It is the proposer's responsibility to check the Rockdale County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.**

## **ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY**

Policy #R-2015-08 includes the following language:

The Rockdale County Board of Commissioners only purchases energy star rated equipment and appliances that are economically responsible and reduce resource consumption and waste within federal, state, and local laws. The County will only purchase recycled copy, computer, and fax paper with at least 30 percent recycled content.

A copy of the policy may be viewed and downloaded by visiting the website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) Bid Opportunities, and scrolling down to the bottom of the page.

## **INFORMATION TECHNOLOGY DISCLOSURES**

This section is intended to obtain a full disclosure from the responder of all requirements related to the use of Information Technology for the successful implementation and operational readiness of the proposed solution. This disclosure should include all computer hardware, software, and network connectivity requirements that are needed.

Software that provides built-in data archiving mechanisms for all documents and files, and that can also be programmed to reflect State-defined retention schedules will receive preference.

Information must include:

- Point of Contact for Technical follow up (Name, title, email address, phone number)
- System Hosting (Cloud-based or Rockdale County Data Center)
- Compute requirements (server, workstations, field devices – Mfg and Model)
- Storage requirements (Mfg and Model, estimated 1<sup>st</sup> year requirement, estimated rate of growth, total capacity in Gb required for initial 2 years)
- Platforms involved – list all (Windows, iOS, Android, Linux, etc.)
- Scanners, cameras, monitors, printers (Mfg and Model)
- Software requirements (utilities, DB scripts, applications, – Name and Developer)
- High-level diagram of the solution (Host, Storage, DBs, Applications, Interfaces to other applications)

The Total Solution Cost should include all I.T. costs, plus (2) years of Maintenance (Support) Costs of all applications and equipment.

Responses must contain Payment Terms based on project-defined deliverables that include Project Plan Approval, Installation, Training, and Testing – both Systems and End-to-End (E2E) testing.

All systems that have been designated as “live”, “in use”, or “in Production” must follow the Change Management Procedures of the County in order for any subsequent changes to be approved, scheduled, and implemented. These procedures call for testing and adequate proof of testing.

**QUALIFICATIONS OF OFFERORS:**

Proposers must have a current business license from their home based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

Proposers are to submit at least **three (3) references** from projects with similar experience using the process in this RFP.

**PROPRIETARY INFORMATION**

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

**FINANCIAL STABILITY**

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

**SELECTION PROCESS:**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview.

The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

**EVALUATION CRITERIA:**

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

<b>Area</b>	<b>Area Weighting</b>
1. Specialized experience and technical competence;	25%
2. Proposal quality and ability to meet schedules and deadlines;	25%
3. Fee quotation;	50%

**INTERVIEWS**

Interviews may be scheduled. Interviews will be informal, and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

**INSURANCE:**

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:	Limits of Liability:
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
Professional Liability/General Liability	\$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

Certificates are to be issued to:

Rockdale County, Georgia  
958 Milstead Avenue  
Conyers, GA 30012



**BONDS:**

N/A

**AWARD OF CONTRACT**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

**GENERAL INFORMATION**

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

**WITHDRAWAL OF PROPOSAL:**

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

**REJECTION OF PROPOSAL:**

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

**NON-COLLUSION AFFIDAVIT:**

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

**INTEREST OF:**

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

## STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, **RFP No. 17-43** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the first page of your proposal package should be the proposal form listing the price, delivery date, etc., unless the proposal form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Telegraphic or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
  - i. Federal I.D. #58-6000882
  - ii. Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors, and include an explanation of the service or product that they may provide.

## Scope of Services

Rockdale County is seeking proposals through this RFP to perform such collection from qualified collection firms with demonstrated experience in representing governmental bodies in the collection of delinquent ad valorem taxes, penalties and interest.

This RFP is made subject to correction of errors, omissions or withdrawal without notice. Proposals will be accepted from individuals, firms or groups having the requisite expertise and/or experience.

### 1. Obligation of the Tax Commissioner of Rockdale County, Georgia

The Tax Commissioner shall supply selected Consultant with a list of properties he/she wishes delinquent taxes to be collected upon. Said list shall include the following information with respect to each property:

- a. Property address
- b. Names(s) and address(es) of the property owner(s) of record (where available)
- c. Map and Parcel Numbers
- d. Copies of the respective tax executions ("fi.fa.") for each year of collection

It is understood that selected Consultant will act in reliance on the accuracy of the information provided by the Tax Commissioner and selected Consultant is instructed to accept said information as true and correct.

- a. To "flag" the respective properties in the Tax Commissioner's computer system as the time the property is turned over to selected Consultant for collection to insure that applicable penalties, interest charges, and administrative fee are collected.
- b. To provide selected Consultant with complete access to the Tax Commissioner's tax and real estate records, such access to include mapping and records of prior appeals.
- c. To provided copies of relevant tax records to the owner(s) of record where requested without charge to selected Consultant.
- d. To promptly notify selected Consultant upon receipt of any notice of filing of an owner of record's petition in bankruptcy.

### 2. Obligations of Selected Consultant

Upon receipt of the information as provided in section two (2) above, selected Consultant agrees to the following:

- a. To mail a notice to the owner(s) of record informing of the delinquent taxes and the possibility of a tax lien (fi.fa.) being recorded with the Clerk of Superior Court of Rockdale County and their lender/holder of mortgage being notified.
- b. Any notice returned as undeliverable to selected Consultant, selected Consultant will be immediately re-mailed to a possible new address after a diligent search has been conducted.
- c. After thirty (30) days from the mailing of the first notice, selected Consultant will mail a second notice to the owner(s) of record informing of the continued delinquent taxes and that their parcels may be scheduled for a possible sale of the property at a

future Ex-Officio Sheriff's Tax Sale. Selected Consultant will also mail a notice to any applicable lender/holder of mortgage found using the Georgia Superior Court Clerks' Cooperative Authority's website. Selected Consultant will also e-mail the information to any found lender/holder of mortgage where the e-mail information is available.

- d. This period shall be known as "Phase I".

In the event the delinquent taxes due are not collected during Phase I, upon receipt of instruction from the Tax Commissioner, selected Consultant agrees to take the following steps in effort to collect the same:

- a. Run a computerized search of any possible records under the name(s) of the owner(s) of record.
- b. Run an examination of the real estate records to determine the current ownership and interest(s) of the property in question and all parties entitled to received notice of levy and sale.
- c. Prepare a notice of levy to the defendant in Fi.Fa. , the current owner(s) of record, the current lender, holder of mortgage and/or other interest holder(s).
- d. Conduct a diligent search of all general execution docket and federal and state tax records.
- e. Prepare a description of the property to be submitted for legal advertisement.
- f. Provided that the Tax Commissioner elects to proceed with levy and sale, selected Consultant will supply the necessary information to the Tax Commissioner and/or any other person(s) authorized to conduct the sale to being the sale process.
- g. This period shall be known as "Phase II".

Selected Consultant hereby agrees to abide by all applicable state and federal laws, including, but not limited, the Fair Debt Collection Practices Act, in carrying out the terms of this Agreement.

### **3. Payments Made by Taxpayers/Owner(s) of Record**

All payments made in satisfaction of delinquent taxes due and owing shall be made to the Rockdale County Tax Commissioner. Under no circumstance will selected Consultant accept such payments on behalf of the Tax Commissioner.

## PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

### PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

1.	<b>Phase I – (Pre-Levy)</b>	\$
2.		\$
3.		\$
4.	<b>Phase II – (Levy)</b>	\$
5.		\$
6.		\$

### PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

### PART III: Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

STATE OF GEORGIA  
COUNTY OF ROCKDALE

AGREEMENT FOR THE COLLECTION OF DELINQUENT PROPERTY TAXES

This Agreement for the Collection of Delinquent Property Taxes (hereinafter the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Rockdale County Board of Commissioners of Rockdale County, Georgia, (hereinafter the "Rockdale County") and \_\_\_\_\_.

**WHEREAS**, the Tax Commissioner is charged with collecting ad valorem taxes on real property located within the County of Rockdale, Georgia; and

**WHEREAS**, \_\_\_\_\_ is in the business of providing services to governmental entities and agents such as the Tax Commissioner of Rockdale County in aid of collecting taxes; and

**WHEREAS**, the Tax Commissioner wishes to obtain the services of \_\_\_\_\_ in an effort to quickly and efficiently collect delinquent taxes due the County of Rockdale, Georgia, and

**WHEREAS**, \_\_\_\_\_ has submitted to the Tax Commissioner its plan and proposal for the collection of delinquent taxes due the County of Rockdale, Georgia; and;

**WHEREAS**, \_\_\_\_\_ proposal has been approved by all necessary parties.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein between the parties, the sufficiency of where are hereby acknowledged, the parties hereby agree as follows:

**1. Term**

This agreement shall being on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and shall automatically renew each years unless terminated by either party upon thirty (30) days written notice.

**2. Obligation of the Tax Commissioner of Rockdale County, Georgia**

The Tax Commissioner shall supply \_\_\_\_\_ with a list of properties he/she wishes delinquent taxes to be collected upon. Said list shall include the following information with respect to each property:

- a. Property address
- b. Names(s) and address(es) of the property owner(s) of record (where available)
- c. Map and Parcel Numbers
- d. Copies of the respective tax executions ("fi.fa.") for each year of collection

It is understood that \_\_\_\_\_ will act in reliance on the accuracy of the information provided by the Tax Commissioner and \_\_\_\_\_ is instructed to accept said information as true and correct.

- a. To "flag" the respective properties in the Tax Commissioner's computer system as the time the property is turned over to \_\_\_\_\_ for collection to insure that applicable penalties, interest charges, and administrative fee are collected.
- b. To provide \_\_\_\_\_ with complete access to the Tax Commissioner's tax and real estate records, such access to include mapping and records of prior appeals.
- c. To provided copies of relevant tax records to the owner(s) of record where requested without charge to \_\_\_\_\_.
- d. To promptly notify \_\_\_\_\_ upon receipt of any notice of filing of an owner of record's petition in bankruptcy.

**3. Obligations of \_\_\_\_\_**

Upon receipt of the information as provided in section two (2) above, \_\_\_\_\_ agrees to the following:

- a. To mail a notice to the owner(s) of record informing of the delinquent taxes and the possibility of a tax lien (fi.fa.) being recorded with the Clerk of Superior Court of Rockdale County and their lender/holder of mortgage being notified.
- b. Any notice returned as undeliverable to \_\_\_\_\_ will be immediately re-mailed to a possible new address after a diligent search has been conducted.
- c. After thirty (30) days from the mailing of the first notice, \_\_\_\_\_ will mail a second notice to the owner(s) of record informing of the continued delinquent taxes and that their parcels may be scheduled for a possible sale of the property at a future Ex-Officio Sheriff's Tax Sale. \_\_\_\_\_ will also mail a notice to any applicable



lender/holder of mortgage found using the Georgia Superior Court Clerks' Cooperative Authority's website. \_\_\_\_\_ will also e-mail the information to any found lender/holder of mortgage where the e-mail information is available.

d. This period shall be known as "Phase I".

In the event the delinquent taxes due are not collected during Phase I, upon receipt of instruction from the Tax Commissioner, \_\_\_\_\_ agrees to take the following steps in effort to collect the same:

- a. Run a computerized search of any possible records under the name(s) of the owner(s) of record.
- b. Run an examination of the real estate records to determine the current ownership and interest(s) of the property in question and all parties entitled to received notice of levy and sale.
- c. Prepare a notice of levy to the defendant in Fi.Fa. , the current owner(s) of record, the current lender, holder of mortgage and/or other interest holder(s).
- d. Conduct a diligent search of all general execution dockets and federal and state tax records.
- e. Prepare a description of the property to be submitted for legal advertisement.
- f. Provided that the Tax Commissioner elects to proceed with levy and sale, \_\_\_\_\_ will supply the necessary information to the Tax Commissioner and/or any other person(s) authorized to conduct the sale to being the sale process.
- g. This period shall be known as "Phase II".

\_\_\_\_\_ hereby agrees to abide by all applicable state and federal laws, including, but not limited, the Fair Debt Collection Practices Act, in carrying out the terms of this Agreement.

**4. Compensation to \_\_\_\_\_**

Payment to \_\_\_\_\_ for services rendered shall **not** be due and payable until such time as the delinquent taxes due have been satisfied. It is the intent of the parties that any compensation paid pursuant to this Agreement be construed as conditional rather than contingent. It is further agreed that any fees due \_\_\_\_\_ under this Agreement shall be satisfied out of the fees, cost, along with delinquent taxes collected as a result of \_\_\_\_\_ efforts. The fees due \_\_\_\_\_ shall be determined as follows:

- a. For delinquent taxes collected during Phase I, \_\_\_\_\_ shall receive the sum of sixty-five dollars (\$65.00) for all properties whereby the total amount collected is greater than or equal to fifty dollars (\$50.00). Where the total amount collected is less than fifty dollars (\$50.00), \_\_\_\_\_ shall receive the sum of thirty-five dollars (\$35.00) as compensation for services rendered.
- b. For delinquent taxes collected during Phase II, \_\_\_\_\_ shall receive the sum of one hundred seventy-five dollars (\$175.00) as compensation for services rendered. The fee described herein shall include all research and notifications costs incurred by \_\_\_\_\_, including costs of certified mail. \_\_\_\_\_ shall **not** be responsible for costs incurred in connection with legal advertisement, sheriff services, recording fees, and deed preparation.

#### **5. Payments Made by Taxpayers/Owner(s) of Record**

All payments made in satisfaction of delinquent taxes due and owing shall be made to the Rockdale County Tax Commissioner. Under no circumstance will \_\_\_\_\_ accept such payments on behalf of the Tax Commissioner.

#### **6. Legal Representation**

In the event legal proceedings are instituted involving the Tax Commissioner, the Tax Commissioner shall be represented by the County Attorney. The Tax Commissioner agrees to indemnify and hold harmless \_\_\_\_\_ from any claim, action, suit or complaint which results directly or indirectly from \_\_\_\_\_ reasonable efforts taken in accordance with the terms of this Agreement.

#### **7. Entire Agreement**

This document constitutes the entire Agreement between the parties and any modifications hereto must be made in writing and signed by the parties.

#### **8. Miscellaneous**

Time is of the essence of this agreement. The section headings of this Agreement are for convenience sake only and shall not limit or otherwise affect any of the terms hereof. The laws of the State of Georgia shall govern this Agreement. As used herein, the singular shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require, and the term "person" shall include an individual, a corporation, an association, a partnership, a trust, and organization, and a governing body. Invalidation of any one

or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Chairman and CEO, Rockdale County

By: \_\_\_\_\_  
Mr. Wilbur A Yaun

Witness:  
\_\_\_\_\_

Witness:  
\_\_\_\_\_

Approved As to Form:  
\_\_\_\_\_

M. Qader A. Baig, County Attorney