



Office of the Tax Administrator

Cumberland County Tax RFP 26-1-TAX Legal Services for Tax Foreclosures Addendum I Vendor Q & A (County Response in Red)

1. Section 4.1(B): Regarding demand letters, please provide some guidance. What does the County mean "...all parties involved..."? Does this mean that the County intends such demand letters be sent to the current property owners as shown on property tax listing records, or does the County intend demand letters be sent to all parties involved in the title that are discovered after a title search?

The County's reference to "...all parties involved..." is intended to include all individuals or entities with a legal interest in the property. This generally means that demand letters should be sent not only to the current property owners listed on the County's property tax records but also to any additional parties identified by county staff.

2. Does the County intend for the fee of a demand letter be included as a portion of the inclusive foreclosure fee, or as a separate and distinct fee paid by the County?

The County intends for the cost of preparing and sending demand letters to be included as part of the inclusive foreclosure fee, rather than as a separate or distinct fee billed to the County.

3. If the fee for the services in connection with the demand letter are not to be a separate and distinct fee paid by the County, what percentage of accounts typically are paid in full after the demand letter is sent?

Over the past two years, approximately 26% of accounts have been paid in full within 30 days after the issuance of a demand letter.

4. Section 4.1(D): Because the County has specifically mentioned the County Sheriff and the County Clerk of Court, we would like to be aware of the civil process and judicial landscape in Cumberland County. Is the County aware of any particularities or nuances that could impact our firm's service to the County through working with the County Sheriff or the County Clerk of Court?

Foreclosure hearings in Cumberland County are conducted once per month by the courts. At this time, the County is not aware of any other particularities or nuances in the civil process or judicial landscape that would impact a firm's ability to provide services in coordination with the County Sheriff or the County Clerk of Court.

5. Section 4.2(F), 5.6, Attachment C: Would the County consider allowing the submission of legal fees per parcel, with specified other costs charged at their true actual cost?

Yes, the County will allow the submission of legal fees on a per-parcel basis, with all other specified costs charged at the true, actual cost.



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6. Section 5.5: Would the County allow for an initial contract term of two or three years while maintaining County rights to terminate upon written notice as mentioned?

Yes, we are open to an initial term with options for renewal so long as the County reserves the right to terminate if desired.

7. Section 4.1.C: Under current County practice, the firm sends a 30-day demand letter and then awaits authorization from the Tax Office before ordering a title search and filing. Does the 4-month filing requirement begin when the file is received from the County or when the County authorizes proceeding after the 30-day demand period?

The four-month filing requirement begins once the County authorizes proceeding following the completion of the 30-day demand period.

8. Section 4.1.C: Could the County clarify what qualifies as "special circumstances" (e.g., probate issues, heir searches, or other delays outside of counsel's control, such as delays in receiving necessary payoff information from municipalities like City assessments)?

"Special circumstances" are defined as situations beyond the control of counsel that may delay the foreclosure process. Examples include, but are not limited to, probate issues, heir searches, or delays in receiving necessary payoff information from municipalities, such as City assessments.

9. Section 4.1.D: Could the County clarify how often it intends to rebid this contract (e.g., annually, every 3–5 years, or only as needed)? This information will help ensure that proposed fees and costs are fair and account for inflation over the expected contract period.

The County's intent is to rebid as needed. Per Section 5.4., changes during the life of a contract can be made by an agreed upon contract amendment.

10. Section 4.1.D, Bullet Point 15: Does this provision mean that the new contract will automatically amend fees and costs under any existing agreements, or will it apply only prospectively to new cases?

This provision applies only prospectively to new cases and does not automatically amend fees or costs under any existing agreements.

11. Section 4.2.B: If an attorney is a sole practitioner and has a backup attorney in place, does the County require the backup attorney to provide any additional documentation, qualifications, or forms as part of the proposal?

Yes, if an attorney is a sole practitioner and has a backup attorney in place, the County requires the backup attorney to provide any necessary documentation, qualifications, or forms as part of the proposal, including current involvement, responsibilities, and active role with the firm.



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12. Section 4.2.C: Could the County clarify whether specific documents are preferred (e.g., demand letters, foreclosure notices, redemption notices)? Would the County prefer fully executed/redacted samples from prior cases, or are blank template versions acceptable?

The County will accept blank templates of all documents and forms used in the foreclosure process, including demand letters, foreclosure notices, and redemption notices. Fully executed or redacted samples are not required.

13. Section 4.2.E: Could the County clarify whether the Cumberland County Tax Office may be listed as a reference, given that our firm has provided these services exclusively to the County for over 20 years? If the Cumberland County Tax Office itself cannot be listed as a reference, will the County accept references from Clerk of Court staff, Sheriff's Office personnel, or private estate clients?

Yes, the Cumberland County Tax Office may be listed as a reference, given that your firm has provided these services exclusively to the County for over 20 years. If the Tax Office itself cannot be listed, the County will accept references from Clerk of Court staff, Sheriff's Office personnel, or private estate clients.

14. Section 4.2.F: Will the County permit different rates for standard versus contested cases?

Yes, the County will permit different rates for standard versus contested foreclosure cases. A detailed list of rates for each type of case, including standard versus contested cases, should be provided in the proposal to ensure transparency and consistency in billing.

15. Section 5.0: Could the County clarify the distinction between "contractor" and "vendor" as used in the RFP? Are "contractor" and "vendor" used interchangeably?

In the context of this RFP, the terms "contractor" and "vendor" are used interchangeably. Both refer to the entity or individual providing services to the County under the terms of the contract.

16. Does the County provide any preference, scoring advantage, or recognition for veteran-owned businesses? If so, how should this be indicated in the proposal, and in which section?

This RFP does not include any preference for veteran-owned businesses.