



Tax Administration

RFP #26-42-TAX

Legal Services on Tax Foreclosures

Date of Issue: May 1, 2026

Questions Due Date: Friday, May 15, 2026, at 12:00 PM EST

Proposal Due Date: Monday, June 1, 2026, at 5:00 PM EST

Direct all inquiries concerning this RFP to:

Lauren Smith

Administrative Coordinator

Email: lmsmith@cumberlandcountync.gov

Phone: 910-321-6804

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

The Cumberland County Tax Administrator is required by law and their oath of office to utilize all legal means to collect taxes that they are responsible for collecting. When taxes on real property become delinquent, it may become necessary to initiate foreclosure on the property to enforce the lien. Cumberland County is seeking proposals from qualified attorneys or law firms to provide statements of qualifications and proposed fees for initiating and conducting “mortgage-style” tax foreclosures in accordance with NCGS 105-374.

The County has previously awarded a contract to a primary legal firm for these services; this Request for Proposal is intended to identify and select a secondary firm to provide additional support.

Firms responding to the Request for Proposal (RFP) are expected to have a thorough understanding of the issues involved in tax foreclosures as defined by law. Additionally, firms must be capable of addressing owner-related issues in a timely and knowledgeable manner. It is also essential for firms to demonstrate successful experience with the full range of issues related to tax foreclosures and similar matters.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer’s response in full, in the same numerical order in which it was issued. Proposer’s notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<p style="text-align: center;"><i>PROPOSAL TITLE:</i> RFP #26-42-TAX Legal Services on Tax Foreclosures</p> <p style="text-align: center;">Cumberland County Tax Administration Attn: Joseph R. Utley Jr. PO Box 449 Fayetteville, NC 28302</p>	<p style="text-align: center;"><i>PROPOSAL TITLE:</i> RFP #26-42-TAX Legal Services on Tax Foreclosures</p> <p style="text-align: center;">Cumberland County Tax Administration Attn: Joseph R. Utley Jr. 117 Dick Street, Room 530 Fayetteville, NC 28301</p>
Email address for delivery of proposal electronically	
<p><i>SUBJECT LINE: RFP #26-42-TAX Legal Services for Tax Foreclosures</i> <u>lmsmith@cumberlandcountync.gov</u> and CC: <u>akinlaw@cumberlandcountync.gov</u></p>	

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above or if submitting electronically received by the email address listed above **on or before 5:00 PM EST on Monday, June 1, 2026**, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

- a) Submit **one (1) signed, original executed** proposal response.
- b) Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the proposal package.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Vendors who submit a notice of intent to bid to lmsmith@cumberlandcountync.gov will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to lmsmith@cumberlandcountync.gov and CC: akinlaw@cumberlandcountync.gov by **12:00 PM EST on Friday, May 15, 2026**. Vendors should enter **“RFP #26-42-TAX Legal Services for Tax Foreclosures: Questions”** as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx> and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

If shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission from the County Department to do so in writing.** Vendor's notice to the County Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Department shall be deemed to be acceptance of the County Department's statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

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Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP, and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted.

The County reserves the right to reject any and all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria to result in an award most advantageous to the County:

- | | |
|--|--------------------------------|
| 1. Firm Qualifications and Experience | 25 points |
| 2. Qualifications and Experience of Staff | 15 points |
| 3. Approach and Methodology | 20 points |
| 4. Responsiveness and Completeness of Proposal | 10 points |
| 5. References and Past Performance | 10 points |
| 6. Cost Proposal and Fee Structure | <u>20 points</u>
100 points |

3.5 METHOD OF AWARD

RFP will be awarded based on best overall value method of award.

The County reserves the right to make separate awards to different vendors, to not award, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

Cumberland County is seeking proposals from qualified attorneys or law firms to submit statements of qualifications and proposed fees for legal services related to mortgage-style tax foreclosures, in accordance with NCGS 105-374.

The County has previously awarded a contract to a primary legal firm for these services; this Request for Proposal is intended to identify and select a secondary firm to provide additional support.

4.1 SCOPE OF WORK

The work elements include, but are not limited to:

- A. Initiate and conduct mortgage style tax foreclosures as directed in NCGS 105-374. The Tax Administrator will assign delinquent accounts at least once per year for foreclosure. The Tax Administrator will choose the delinquent accounts for tax foreclosure, as well as the number of accounts submitted for tax foreclosure.
- B. Serve notices to all parties involved, including a demand letter with a 30-day deadline to pay in full before incurring any fees or costs in a foreclosure action.
- C. Complete title search and file complaint within four (4) months upon receiving delinquent accounts from the Tax Administrator, unless special circumstances arise as a result of the title search as determined by the county.
- D. The following are required of all firms responding to this RFP:
 - Must comply with all NC laws for mortgage style property tax foreclosures.
 - Must agree that the County will determine the frequency of distribution of accounts, however, there will be at least one distribution per year.
 - Must agree to no volume requirement. The estimate at this time is between 50 – 250 accounts annually.
 - Must be willing to meet with the County Tax Administrator, County Attorney, County Finance Director, and County Budget Director regarding foreclosure process as necessary.
 - Must agree to start the foreclosure process within four (4) months of receiving file from the County.
 - Must provide the County Tax Administrator with monthly status reports of accounts.
 - Must agree that all foreclosure work be completed on accounts within 12 months of the firm's start date (desired completion time is 4-9 months). Title-complex cases may be allowed longer based on county agreement.
 - Must complete a minimum of a 40-year title search.
 - Must understand that advertisement by publication is acceptable and allowable by law.
 - Must agree to work jointly with the County in determining which records are to be deemed impractical and/or impossible for the foreclosure attorney to complete.
 - Must agree to advertise foreclosure auctions on the firm's website.
 - Must provide information about the minimum amount of time vendor would advertise prior to a foreclosure and must follow the guidelines outlined in North Carolina General Statutes.
 - Must be willing to meet with the Sheriff's Office and Clerk of Court to work within their requirements.
 - Must have the ability to communicate with the County up to a daily basis in an electronic format.
 - Must understand that previously awarded foreclosures would be completed by the original foreclosure attorney. This contract is for new mortgage style foreclosure accounts going forward.
 - Must carry case fees, costs, and expenses incurred until the case reaches settlement or otherwise as described in invoicing instructions.
 - Must be licensed to practice law in North Carolina and in good standing with the N.C. State Bar Association.
 - Must follow Records Retention and Disposition Schedule for County Tax Administration issued by N.C. Department of Cultural Resources.
 - Must meet all County minimum insurance and requirements.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

All proposals to the RFP must include a letter of transmittal identifying the contact person and contact information including name, mailing address, physical address, email address, phone and fax numbers.

A. FIRM QUALIFICATIONS AND EXPERIENCE

In its Proposal, vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland. The following information must also be included in the proposal:

- Vendor's background and history of the firm
- Number of years in foreclosure legal services
- Experience with judicial and non-judicial foreclosure processes
- Volume and complexity of similar cases handled
- Experience representing lenders, servicers, or government entities
- Geographical experience and knowledge of applicable state/local laws

B. QUALIFICATIONS AND EXPERIENCE OF STAFF

In its Proposal, vendor must provide the following information:

- Identify all key personnel to be assigned to perform the services outlined in this RFP
- Resumes, education, training, registrations, certifications, and licenses for each team member
- License(s) to practice law in North Carolina and good standing with the N.C. State Bar Association
- Years of relevant foreclosure law experience
- Specific roles and responsibilities in previous matters
- Track record in litigation, compliance, or settlements

C. APPROACH AND METHODOLOGY

In its Proposal, vendor must:

- Describe the vendor's approach and method to successfully develop and deliver the services requested in this RFP
- Describe the resources available to support the services to be performed as outlined in this RFP
- Provide workflow of process planned
- Provide samples of standard communication letters, forms, and notices mailed to taxpayers
- Provide an outline how funds will be collected and distributed through the foreclosure process to the county and municipalities
- Provide a current, tested Disaster Recovery Plan including recovery objectives, data backup procedures, system restoration strategies, and communication protocols if Vendor utilizes digital platforms to store, access, or transmit case data electronically

D. RESPONSIVENESS AND COMPLETENESS OF PROPOSAL

- All required documents and certifications included
- Adherence to format, page limits, and instructions

- Overall clarity, grammar, and professionalism

E. REFERENCES AND PAST PERFORMANCE

In its Proposal, vendor shall:

- Provide quality references and testimonials
- Provide results achieved in similar engagements
- Provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

F. COST PROPOSAL AND FEE STRUCTURE

The following must be provided in proposal:

- A fee schedule with a full breakdown of costs associated with mortgage style foreclosures. Vendors may submit cost using **Attachment C** of this RFP or state, “See attached” and attach their own document. If attaching separately, the document must be titled, “**Attachment C: Cost Proposal and Fee Structure**”. Cost shall be all inclusive. **Exclude all sales tax from your proposal.** If discount is available for prompt payment, identify terms so it may be considered in analyzing proposal. The prices proposed within the submission must be valid from the date of the submission through the end of the contract and must include any/all costs expected to be paid by the County of Cumberland.
- Describe your billing/invoicing practices
- Indicate rates for administrative work performed during the upset bid process
- Provide fee amount charged for accounts that are deemed by County and Vendor to be impractical and/or impossible to complete
- Provide information on whether this is an additional fee for accounts recalled by the County above and beyond charges for work already done

The county prefers flat-fee pricing per matter whenever possible, for budgeting and predictability.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract term shall be from the date of execution and continue until terminated by either party giving written notice.

5.6 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

5.7 INVOICES

Vendor shall only invoice the County for foreclosure work on each parcel upon settlement of the foreclosure action and entry of the order of foreclosure, otherwise Vendor shall invoice upon receipt of bankruptcy filing on an account, upon declaration of an account being impractical and/or impossible, upon full redemption of the account or if the County elects to withdraw the account from foreclosure proceedings.

- a) Invoices must be submitted to the following address: Cumberland County Tax Administration
Attn: Joseph R. Utley, Jr.
PO Box 449
Fayetteville, NC 28302
- b) Each foreclosure account must be invoiced separately and include the following:
- Matter/case name or reference number
 - Itemized description of services provided
 - Date(s) of service and time spent (if hourly)
 - Names/roles of legal personnel performing the work
 - Summary of activity completed during the billing period
 - Any applicable court filing costs with receipts attached
- c) Fees shall be paid by delinquent taxpayers, except as provided in the fee schedule.
- d) Any applicable taxes shall be invoiced as a separate item.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

The contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

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equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer’s Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- _____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County’s discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- _____ This proposal was signed by an authorized representative of the Contractor.
- _____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: COST PROPOSAL AND FEE STRUCTURE

Fee Schedule	Fee Amount
Turnover Received & Inputted	\$ _____
Demand Letter Sent	\$ _____
Demand Letter Expired	\$ _____
Title Search Ordered	\$ _____
Title Search Completed	\$ _____
Complaint Drafted but not filed	\$ _____
Complaint Filed, Obtaining Service	\$ _____
Entry of Default and Judgement	\$ _____
Judgement on Pleadings	\$ _____
Summary Judgements	\$ _____
Trial	\$ _____
Hearing Set	\$ _____
Sale Set	\$ _____
Conduct of Foreclosure Sale	\$ _____
Copies	\$ _____
Faxes	\$ _____
Long Distance Calls	\$ _____
Certified Mail	\$ _____
Clerk's Filing Fees	\$ _____
Service's Service Fee	\$ _____
Publication (Service/Sale)	\$ _____
Regular Mail	\$ _____
Agents Fee for Sale Held (Per Event)	\$ _____
Additional Fees (Please explain)	\$ _____

(Please list any fees not listed above)

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]