



**CLAY COUNTY**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL (RFP)**

<b>RFP NO:</b>	<b>41-21</b>	<b>PURCHASING MANAGER</b>	<b>LESLIE DEGROOT</b>
<b>TITLE:</b>	<b>TAX SALE DUE DILIGENCE SERVICES</b>	<b>EMAIL:</b>	<b>LDEGROOT@CLAYCOUNTYMO.GOV</b>
<b>ISSUE DATE:</b>	<b>5/3/2021</b>	<b>PHONE NO:</b>	<b>816-407-3630</b>

**PROPOSAL RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**5/26/2021 AT 2:00 PM CENTRAL TIME.**  
**PROPOSAL RESPONSES WILL BE OPENED AND READ ALOUD AT 3:00 PM CENTRAL TIME.**

**SUBMITTAL INSTRUCTIONS:** In an effort to support the County's initiative for conservation, it is preferred that the Request for Proposals (RFP) be submitted via [www.PublicPurchase.com](http://www.PublicPurchase.com). Sealed RFPs may be delivered to the Clay County Purchasing Department prior to the return date and time. Print the **Sealed RFP Label** found in Attachment 1 or type **RFP Number, RFP Title** and **Return Due Date** on the lower left hand corner of the envelope or package. In order for a response to be considered complete, the Clay County document **MUST** be completed in its entirety which includes this cover page. All subsequent pages **MUST** also be initialed and the Terms and Conditions Acknowledgement form **MUST** be signed.

<b>RETURN RFP TO:</b>	<b>US MAIL/DELIVER TO:</b>	<b>COURIER/DELIVER TO:</b>
	<b>CLAY COUNTY</b>	<b>CLAY COUNTY</b>
	<b>ATTN: ~ PURCHASING DEPARTMENT</b>	<b>ATTN: ~ PURCHASING DEPARTMENT</b>
	<b>1 COURTHOUSE SQUARE</b>	<b>16 W. FRANKLIN, SUITE B</b>
	<b>3rd FLOOR COMMISSION DESK</b>	<b>LIBERTY, MISSOURI 64068</b>
	<b>LIBERTY, MISSOURI 64068</b>	

**AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWALS**  
**DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**COUNTY COLLECTOR**  
**1 COURTHOUSE SQUARE**  
**LIBERTY, MO 64068**

By signing this RFP cover page, the vendor shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Contract Terms and Conditions. The vendor shall further agree that the language of this RFP shall govern in the event of a conflict with their proposal. In addition, the vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when a Vendor Agreement is fully executed by an authorized agent of Clay County, a binding agreement shall exist between the vendor and Clay County.

**SIGNATURE REQUIRED**

<b>Company Name</b>	<b>Authorized Representative (Print)</b>	<b>Title</b>
<b>Street Address</b>	<b>Authorized Signature</b>	
<b>City/State/Zip</b>	<b>County</b>	<b>Date</b>
<b>Telephone No.</b>	<b>Facsimile No.</b>	<b>Company Tax ID No.</b>
<input type="checkbox"/> Corporation		<input type="checkbox"/> Individual
<input type="checkbox"/> State/Local Government		<input type="checkbox"/> Partnership
<input type="checkbox"/> Sole Proprietor		<input type="checkbox"/> IRS Tax-Exempt
<b>Vendor Tax Filing Type with IRS (Check One)</b>		

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

**Submittal instructions and determination of award information can be found on our website by clicking the following link <https://www.claycountymo.gov/bids/current>**

### 1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective vendors for Tax Sale Due Diligence Services for County Collector in accordance with the requirements and provisions stated herein.

1.1.2 RFP Document Contents:

- Introduction and General Information
- Scope of Work/Functional Specifications
- In-Person Meeting Information Page
- Agreement Terms and Conditions Acknowledgement Form
  
- Exhibit A - Pricing
- Exhibit B - Experience and Expertise
- Exhibit C - Project Approach
- Exhibit D - Miscellaneous Information
  
- Attachment 1 – Sealed RFP Label

### 1.2 Questions:

1.2.1 Questions relating to the RFP must be submitted via the [www.PublicPurchase.com](http://www.PublicPurchase.com) website or e-mailed to [Purchasing@ClayCountyMo.gov](mailto:Purchasing@ClayCountyMo.gov)

1.2.2 **All questions and issues should be submitted no later than Thursday, May 13, 2021** If not received prior to the aforementioned date; the Clay County Purchasing Department may not be able to fully research and consider the respective questions or issues.

### 1.3 Background Information:

1.3.1 The Collector has been utilizing CivicSource

1.3.2 Pursuant to RSMo 140, the Collector's office conducts an annual sale of tax liens on delinquent real estate. Both state and federal law have numerous requirements for the conduct of the sale, due diligence, and notice prior to, during, and after the sale, during the redemption period and prior to the issuance of a Collector's deed. The Collector desires to outsource as much of the conduct of the sale, the due diligence, and the notice requirements as is lawful and practical.

1.3.3 Although an attempt has been made to provide accurate and up-to-date information. Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

Vendor's Initials: \_\_\_\_\_

**1.4 Estimated Quantities:**

- 1.4.1 The County shall not guarantee any minimum or maximum amount of the vendor's services that may be required under the Agreement.
- a. The vendor shall provide products/services on an as needed basis.
  - b. The County shall not guarantee any usage of the contract whatsoever.

**1.5 Award Determination**

- 1.5.1 Any award of Agreement must be approved by the County Commissioners and shall be made by notification from the Purchasing Department to the successful bidder.
- a. Clay County shall have the right to make awards by items, or as an all or none basis.
  - b. Clay County may make awards to multiple vendors.
  - c. The grouping of items and/or multiple vendor awards shall be determined by Clay County based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Clay County.

**2. SCOPE OF WORK**

*This section of the RFP includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of Clay County. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent vendor. The vendor is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The vendor's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the proposal is accepted by Clay County. The vendor must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the vendor (if any) in the appropriate sections of Exhibit A, Pricing Pages.*

Clay County, Missouri Government, herein after referred to as "County", acting through the Office of Collector, is seeking proposals from qualified and experienced companies, hereinafter referred to as "Company," to conduct pre-sale due diligence research and notices, to provide a platform for the physical conduct of the sale, and to conduct all post-sale due diligence research and notices as are necessary to support the issuance of a Collector's deed. The requirements of RSMO 140 and the Missouri and US Constitution, including interpretations by the County, the Collector, and courts, pertaining to pricing, timing, nature of the research and notices, and the conduct of the sale itself are technical, specific, and are not optional under any circumstances.

The County may require services of a similar nature for items not specifically listed in the RFP during the Contract term. Furthermore, the applicable law or its interpretation by Clay County may change at any time. The selected Company agrees to provide such services, and shall provide the County prices or contractual terms on such additional services based on a formula or method that is the same as, or similar to, that used in establishing the prices or contractual terms in their RFP proposal. If the price(s) or term(s) offered are not acceptable to the County, and an agreement cannot be reached to the satisfaction of the County, the County reserves the right to procure those services from other qualified companies.

**2.1 Specific Requirements:**

- 2.1.1 The vendor shall provide Tax Sale Due Diligence Services, which meet or exceed the specifications contained in this document.

**2.2 General Requirements**

- 2.2.1. The vendor will accept all data from the County in the form preferred by the County and shall not limit its available services based on the format of the data

Vendor's Initials: \_\_\_\_\_

- 2.2.2 The vendor shall bill the County for each service as it is provided. The billing shall pertain to the actual parcels receiving the service. Flat-fee arrangements or additional payments to the Company will not be considered.
- 2.2.3 All pricing shall be reasonably related to the cost of providing the service and cannot be designed to create significant profit in the performance of statutory due diligence services.
- 2.2.4 The vendor shall obtain and carry all necessary insurance to guarantee the specific performance outlined in subsection D of the General Requirements.
- 2.2.5 The vendor shall maintain all data related to provision of each and every service in a reportable, searchable, and publicly available format that maintains the data indefinitely. The vendor shall not destroy or cease to maintain any data for any year without the express written consent of the County. The vendor understands that all data related to the forcible transfer of real property is an essential, permanent, legally significant record. The vendor agrees to establish a means of accessibility to all interested parties, organizing the collected data and making it easily and readily available for review and download.
- 2.2.6 The vendor shall have the capability to conduct the actual auction of tax liens, including presenting available properties and associated research, documenting every bid, determining the winner for every parcel, and shall have such merchant service capabilities as necessary to collect immediate payment of the winning bid amounts. The vendor shall not make any deduction to the bid amounts collected and will transmit all collected funds to the Collector's office within two business days after the close of the sale.
- 2.2.7 It is the County's intent that the "Pricing Sheet" reflect all the services and prices for which the vendor will expect payment. It is understood that volumes indicated are estimates and that actual volumes will vary month to month. Should the County request a service or services not presently included on the Pricing Forms, it is agreed that the vendor must provide an estimate for such services and shall receive authorization in writing to proceed. The estimated cost for additional services shall not exceed the costs appearing on the most recently published price list for comparable due diligence services.
- 2.2.8 The County requires an online presence for the properties being offered at sale. This online presence shall integrate with Clay County GIS and Google Maps to provide real time parcel location information. The County further requires the vendor to attach a County provided photo that indicates proof of physical posting on each parcel prior to the sale.

### **2.3 Minimum Qualifications:**

- 2.3.1 This section lists the qualifications and criteria to be considered in evaluating the companies interested in providing the services specified. Specific responses to each of the following items must be provided in the response to the RFP. To be considered, vendors must meet or exceed the following:
- a. fully insured
  - b. compliance with all banking regulations pertaining to the collection and distribution of winning bids
  - c. legal sufficiency of all title research, notices, and other services provided
  - d. use of reputable data sources
  - e. must be incorporated under the laws of the State of Missouri or the United States

Vendor's Initials: \_\_\_\_\_

**2.4 Due Diligence Outline:**

- 2.4.1 Required pre-sale services include: basic title search and interested party research, certified and regular mail to owner(s) and occupant(s), supplemental property advertisement, bankruptcy verification. All pre-sale services must be completed according to statutory deadlines, with preservation of proof required by statute and applicable law, under or at statutory allowable pricing.
- 2.4.2 Required conduct of tax sale services include: conduct of the auction itself in a manner that is open and easily accessible to the public, documentation of every bid and every winner, preparation of the certificates of purchase, collection and distribution of winning bid amounts. All services related to the conduct of the sale must be completed according to statutory deadlines, with preservation of proof required by statute and applicable law, under or at statutory allowable pricing. Bidding companies should note that there is no allowable fee for auction services under Missouri law. Missouri law requires the tax sale to occur in the County courthouse or adjacent thereto. Therefore, vendor must provide a way for the sale to be presented to taxpayers and staff in the courthouse, even if bidding takes place online.
- 2.4.3 Required post sale services include: Full title search and robust interested party research, notice of the sale to both the record owner and to all interested parties by certified and regular mail, preparation and co-execution of affidavit to acquire a deed. All post-sale services must be completed according to statutory deadlines, with preservation of proof required by statute and applicable law, under or at statutory allowable pricing. Bidding companies should note that no fee for any of these services can be attached to or collected through a tax bill until more than 6 months after the sale.
- 2.4.4 The Collector currently attaches \$185 to tax bills prior to sale to pay for the pre-sale services referenced above.
- 2.4.5 The Collector currently attaches \$400 to tax bills, no earlier than March 1 of the year following the sale, to pay for the post-sale services referenced above.

**2.5 Miscellaneous Requested Information:**

- 2.5.1 The vendor should respond to the information requested in all sections and all exhibits.
- 2.5.2 Clay County seeks a proposal that is creative and cost effective. Should a vendor propose a modification to the specifications in this RFP, the vendor must clearly state in their response the proposed modifications detailing the reasoning and the benefit of the modifications.

**3. RFP OPENING**

RFP Responses will be read out loud at 3:00 P.M. on May 26, 2021 in the Purchasing Department.

Location subject to change.

All attendees will be required to wear a mask.

Vendor's Initials: \_\_\_\_\_

**4. AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT FORM**

The undersigned vendor has read, understood, and accepted the Terms and Conditions as published on the Clay County Official Website located at:

[https://www.claycountymo.gov/application/files/1515/9923/0486/CONTRACT\\_TERMS\\_AND\\_CONDITIONS.pdf](https://www.claycountymo.gov/application/files/1515/9923/0486/CONTRACT_TERMS_AND_CONDITIONS.pdf)

All terms and conditions as stated shall be adhered to by vendor upon acceptance of Agreement. Vendors enter into this agreement voluntarily, with full knowledge of its effect.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Name

Vendor's Initials: \_\_\_\_\_

**EXHIBIT A  
Pricing Pages**

**PRICING TABLE 1: REQUIRED PRICING**

The vendor shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFP. Treasurer Account \* Interest on funds invested on a daily basis with interest earned on rate plus the 90-day Treasury Bill rate quoted each week.

DESCRIPTION	UNIT OF MEASURE	UNIT COST	List Any Conditions
Pre-sale O&E title search	Per parcel	\$	
Pre-sale interested party research	Per parcel		
Pre-sale notice to record owner, certified RR and 1 <sup>st</sup> class mail	Per set		
Pre-sale notice to occupant, certified RR and 1 <sup>st</sup> class mail	Per set		
Pre-sale online property advertisement	Per parcel		
Pre-sale bankruptcy verification	Per parcel		
Preparation of Certificate of Purchase (County will record)	Per certificate		
Post-sale 30 year title search to most recent arms-length transfer or 30 years, whichever is longer	Per parcel		
Post-sale interested party research	Per parcel		
Post-sale notice to record owner, certified RR and 1 <sup>st</sup> class mail	Per set		
Post-sale notice to occupant, certified RR and 1 <sup>st</sup> class mail	Per set		
Affidavit preparation	Per parcel		

**PRICING TABLE 2: OTHER REQUIRED PRICING**

The vendor must state below all other applicable costs necessary to satisfy the mandatory requirements of the RFP. Unless stated in Exhibit A, the County shall assume that absolutely no other fees or charges, will be assessed to the County whatsoever in connection with Tax Sale Due Diligence Services herein and to satisfy the RFP requirements.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE

Vendor's Initials: \_\_\_\_\_

**EXHIBIT A, continued**

**PRICING TABLE 3: OPTIONAL PRICING**

The vendor may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed Tax Sale Due Diligence Services solution. Also, list any pricing discounts.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE
Instructional seminars or materials for prospective investors and affected homeowners—ONLINE	Per seminar	
Instructional seminars or materials for prospective investors and affected homeowners—IN PERSON	Per seminar	
Physical posting on affected properties, to include photo of posting with embedded meta-data, and attachment of the photo to the online property listing	Per posting	

**PRICING TABLE 4: FEE SCHEDULE**

If additional services are requested by the County, the vendor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The vendor must indicate in the pricing table below the firm, fixed hourly rate for the personnel job classification that may be necessary to fulfill the requirements of the RFP.

**TASK/PERSONNEL BREAKDOWN**

SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY RATE

Vendor’s Initials: \_\_\_\_\_



**EXHIBIT B  
Experience and Expertise**

The evaluation of the vendor’s experience and expertise shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

**B.1 EXPERIENCE:**

A MINIMUM of 5 years experience is required of the successful vendor, in similar services, as described in the scope. Experience and references provided by vendors shall be verified and will be a significant factor in the evaluation. Vendors should provide the information below.

How many years has your company been providing Due Diligence Services? \_\_\_\_\_

List a minimum of three (3) references showing Agreements held by your company providing the same or similar services for other public entities, local government or private companies.

Reference No. 1 of 3	
<b>Company/Organization Name:</b>	
<b>Address:</b>	
<b>Name of Contact and Title:</b>	
<b>E-mail Address:</b>	
<b>Telephone No.:</b>	
<b>Agreement or Service Period (dates of services):</b>	
Reference No. 2 of 3	
<b>Company/Organization Name:</b>	
<b>Address:</b>	
<b>Name of Contact and Title:</b>	
<b>E-mail Address:</b>	
<b>Telephone No.:</b>	
<b>Agreement or Service Period (dates of services):</b>	
Reference No. 3 of 3	
<b>Company/Organization Name:</b>	
<b>Address:</b>	
<b>Name of Contact and Title:</b>	
<b>E-mail Address:</b>	
<b>Telephone No.:</b>	
<b>Agreement or Service Period (dates of services):</b>	

Vendor’s Initials: \_\_\_\_\_

EXHIBIT B, continued

**B.2 EXPERTISE:**

**PERSONNEL QUALIFICATIONS**

Vendors should provide the information below.

Indicate person who will be supervising project(s) and years of experience in similar work.

Name: \_\_\_\_\_ No. of Years \_\_\_\_\_

Type of Experience: \_\_\_\_\_

Complete the following for employees that would be working on this project. List any previous work directly relating to the RFP specifications that have been performed for other public entities, local government or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING/CERTIFICATIONS

Vendor's Initials: \_\_\_\_\_

**EXHIBIT C**  
**Project Approach**

The evaluation of the vendor's proposed method of performance/project approach shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding the proposed method of performance/project approach. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the vendor's responsibility to make sure all Tax Sale Due Diligence Services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical/business background to conduct an evaluation when presented complete information.

### C.1 PROJECT APPROACH INFORMATION

The proposer should use this exhibit, or any desired format, to present a written plan for performing the requirements specified in this RFP.

1. The vendor should describe in detail what steps the vendor proposes to take to protect the privacy and confidentiality of all data in accordance with [RSMo 288.250](#).
2. Organizational Chart - The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include the following information:
  - The relationship of service personnel to management and support personnel,
  - The names of the personnel and the working titles of each, and
  - Any proposed subcontractors including management, supervisory, and other key personnel.

The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

3. Along with a detailed organizational chart, the vendor should describe the following:
  - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
  - Total Personnel Resources - The vendor should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the vendor has other ongoing contracts that also require personnel resources, the vendor should document how sufficient resources will be provided to Clay County.

Vendor's Initials: \_\_\_\_\_

**EXHIBIT D  
Miscellaneous Information**

**D.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):**

1) This section is optional, it will not affect proposal award. If the County awarded you the proposed Agreement, would you sell under the prices and terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area. (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement.)

YES:  NO:  INITIALS: \_\_\_\_\_

- 2) Sales shall be made in accordance with the prices, terms, and conditions of the RFP and any subsequent term Agreement.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the Agreement unless they are specifically named in the RFP as a joint participating entity.
- 4) All sales to other jurisdiction shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other Agreement administration shall be the responsibility of the ordering jurisdiction.
- 5) The Purchasing Manager shall be responsible to handle the solicitation and award the Agreement. The Purchasing Manager shall have the sole authority to modify the Agreement and handle disputes regarding the substance of the Agreement.
- 6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

**D.2 WEBSITE**

- 1) Does your company have a website? YES:  NO:
- 2) If yes please provide the website address:

**D.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST:**

Vendors who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointment official or an employee of Clay County or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of Clay County or any Political sub-division thereof:	
If employee of Clay County or Political sub-division thereof, provide name of Clay County entity or political sub-division where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of Clay County or political sub-division thereof:	

Vendor's Initials: \_\_\_\_\_

**ATTACHMENT 1**  
**Sealed RFP Label**

***PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE***

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**SEALED RFP RESPONSE ENCLOSED**

**DELIVER TO:**

**CLAY COUNTY ~ PURCHASING DEPARTMENT**  
**16 W. FRANKLIN, SUITE B**  
**LIBERTY, MO 64068**

**RFP No.: 41-21    DATE: 5/26/2021**

**RFPs MUST BE RECEIVED 2:00 pm CENTRAL TIME**  
**DESCRIPTION: TAX SALE DUE DILIGENCE SERVICES**

**SPECIFY VENDOR NAME:** \_\_\_\_\_

**SPECIFY VENDOR'S CITY, STATE LOCATION:** \_\_\_\_\_  
City, State Location

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Vendor's Initials: \_\_\_\_\_