

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6384

TITLE RECORD SEARCH

SERVICES

FOR

WASHTENAW COUNTY

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
220 N. Main B-35
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.
Purchasing Manager
(734-222-6760)





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6384

February 19, 2008

Washtenaw County Purchasing Division on behalf of the Washtenaw County Treasurer is issuing a Request for Proposal (RFP) #6384 for Title Search Services for Washtenaw County.

Sealed Proposals: Contractor will deliver one (1) original and **two (2)** copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48107**

by 2:00 p.m. on Tuesday March 18, 2008

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope should be clearly marked "**SEALED RFP #6384**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760**.
- Please direct technical questions regarding this RFP to Catherine McClary at **734-222-6625** or taxes@ewashtenaw.org

Thank you for your interest.

**Request for Proposals
For Title Record Search Services**

RFP # 6384

Introduction

Washtenaw County Treasurer, Catherine McClary, as the Foreclosing Governmental Unit for Washtenaw County, is required to conduct a title record search of parcels with delinquent real property taxes that may be foreclosed for nonpayment of taxes.

The intent of this title record search is to identify all owners of a property interest (title or lien) in the property for 40 prior years.

Definitions

“County”	Washtenaw County, Michigan
“Treasurer”	Catherine McClary, Washtenaw County Treasurer
“Foreclosing Governmental Unit”	Catherine McClary, Washtenaw County Treasurer
“Bidder”	Individual or business submitting a bid to Washtenaw County
“Authorized Representative”	One who performs services for title record searches under contract with the Foreclosing Governmental Unit in accordance with the General Property Tax Act

Purpose of Proposal

Catherine McClary, the Washtenaw County Treasurer, and Foreclosing Governmental Unit under the General Property Tax Act, is soliciting proposals to perform title record search services for various properties within Washtenaw County.

This Bid process is aimed at selecting companies or individuals to conduct title record searches as Authorized Representatives of the Foreclosing Governmental Unit. We anticipate awarding contracts to all those competent to undertake the work for a five-year term under a contract that would include successive one year terms. Specific assignments will be determined by the Foreclosing Governmental Unit. The contract will initiate on or before May 1 of each year and a list of properties forfeited to the Treasurer will be made available to the Authorized Representatives.

Proposals are due no later than Tuesday, March 18, 2008 at 2:00 pm.

Requirements

Please ensure that your bid in response to this RFP answers the following questions. Bids will be evaluated based on ability to meet these requirements.

1. Are you a title company or independent agent conducting business in Michigan?
2. Indicate the number of parcels for which you could complete title record searches during May through November of each year.
3. You will be provided with the last known name and mailing address for the taxpayer of record for each parcel. The taxpayer is not necessarily the property owner. What search steps will you take to determine and verify the current property owner's name and address?
4. What records will you search to uncover other owners of a property interest?
5. Do you have access to the Track Index?
6. What will you charge on a per parcel basis? If there is another method for charging that you would prefer, please describe.
7. A sample of the preferred format for reporting on each search is attached to this proposal. A copy of all documentation is required for each search including a historical summary of previous owners.

Additional Requirements

1. All information provided to the Authorized Representative by the Treasurer remains the property of the Treasurer and all results of the title record search contracted for becomes the property of the Treasurer. The Authorized Representative may not sell or otherwise provide any information resulting from this contract to any other party. Any breach of this portion of the contract shall result in a fee charged to the Authorized Representative of \$0.50 per parcel, per MCL 48.101 (Transcripts and Abstracts of Records Act).
2. The Authorized Representative will be excluded from participating in the eventual foreclosure auctions to be held as a result of these title searches.
3. The information needed by the Treasurer from the title search for each parcel record is a list of the names, addresses, and nature of the property interest for all parties with an ownership interest in the parcel. A copy of the first page, including Liber and Page, of all referenced documents should be provided. A sample of the preferred format, including a historical summary, for reporting on each search is attached as Appendix C. The Treasurer will use this information to provide the required notices. This information should be provided both as a paper report and in electronic form in a .doc or .txt file format.

Proposal Terms

- A. The Treasurer reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Authorized Representative's qualifications and capabilities to provide the specified service, and other factors that the Treasurer may consider. The Treasurer does not intend to award a contract fully on the basis of any response made to the proposal; she reserves the right to consider proposals for modifications at any time before a contract

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would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Treasurer's specifications and needs.

- B. The Treasurer reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms or conditions of any bid determined by the Treasurer to be in the best interests of Washtenaw county even though not the lowest bid.
- C. The Treasurer reserves the right, and intends to select, qualified applicants as Authorized Representatives to handle a portion of the work each year and to maintain a list of "Authorized Representatives" for title searches.
- D. Proposals must be signed by an official authorized to bind the provider to the provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligations of the contract may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's may be adjusted to allow for revisions. To be considered, the original proposal and two copies must be at the Washtenaw County Purchasing Division on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Proposals shall be legible. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- G. Each Bidder will assume full responsibility for delivery of the completed proposal on or prior to the deadline. Any proposal received after the deadline will be considered only at the discretion of the Treasurer.
- H. Upon receipt, each of the proposals will be reviewed by the Treasurer's staff for its merits. The Treasurer reserves the right to award the contract to a single Bidder or to split the award among Bidders.
- I. Any and all costs incurred in creation of the proposal for this RFP will be the responsibility of the Bidder.
- J. The term of the bid will be from May 1, 2008 through April 30, 2013. No requests for price increases, not included in the original response to Question 6, will be considered during the term of the bid. The term can allow for multiple one-year optional terms based on mutual consent. The contracts can be terminated by either party, without cause, with 30 day written notice.

Standard Provisions for Contracts

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to *Catherine McClary, Washtenaw County Treasurer* and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

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Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V – PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

(THIS CLAUSE MAY BE WAIVED)

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added

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as "additional insured" on general liability policy with respect to the services provided under this contract.

- 3 Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.19 per hour with benefits or \$11.95 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2008 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

Table of Contents

A completed Bid will consist of the following. Failure to include all of the following information may result in disqualification of the proposal. You can use the template attached as Appendix A.

1. Complete answers to the specific Requirements numbered 1 though 6 above.
2. Statement of agreement with the Additional Requirements numbered 1 through 3 above.
3. The bidder’s qualifications, years in business, staff profile, and experience.
4. Three references from current corporate or government customers. Include name, contact name, phone number, and e-mail address.
5. Completed signature pate as specified in Appendix B.

General Information

Proposals are due no later than Tuesday, March 18, 2008 at 2:00 pm.

Please mail completed proposals to:	Please direct all questions to:
Robert G. Devault, Purchasing Manager Washtenaw County Purchasing Division	Catherine McClary Washtenaw County Treasurer
220 N Main St, B-35 PO Box 8645 Ann Arbor, MI 48107-8645	200 N Main St, Suite 200 PO Box 8645 Ann Arbor, MI 48107-8645
(734) 222-6768 devaultb@ewashtenaw.org	(734) 222-6600 taxes@ewashtenaw.org

Appendix A

Template for Table of Contents for Bid

1. Are you a title company or independent agent conducting business in Michigan?
_____Yes _____No

2. Indicate the number of parcels for which you could complete title record searches during May through November of each year. _____

3. You will be provided with the last known name and mailing address for the taxpayer of record for each parcel. The taxpayer is not necessarily the property owner. What search steps will you take to determine and verify the current property owner's name and address?

4. What records will you search to uncover other owners of a property interest?

5. Do you have access to the Track Index?

_____Yes _____No

6. What will you charge on a per parcel basis? If there is another method for charging that you would prefer, please describe. What is the cost?

Per parcel price for all parcels: 2008 _____

2009 _____

2010 _____

2011 _____

2012 _____

Per parcel price for a subset of parcels (e.g., \$XX.XX per parcel for ### parcels and \$YY.YY per parcel for #### parcels)

Or, other pricing schedule as follows:

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- 7. Do you agree with the restrictions specified as Additional Requirement #1? _____ Yes _____ No
- 8. Do you agree to exclusion from the foreclosure auctions? _____ Yes _____ No
- 9. Can you provide the information specified in Additional Requirement #3 in the specified paper and electronic formats? _____ Yes _____ No
- 10. Bidder's qualifications:
 - a. Years in business _____
 - b. Professional qualifications of person expected to be assigned to perform services for Washtenaw County – you may attach a resume, not to exceed 2 pages.
- 11. Three references from current corporate or government customers. Include name, contact name, phone number, and e-mail address.
- 12. Completed signature page as specified in Appendix B

Appendix B

Signature Page

Company Name _____

Company Address _____

Telephone Number _____

Fax Number _____

E-mail Address _____

Federal Tax ID# _____

Signature: _____

The above individual must be authorized to sign on behalf of the bidder submitting the proposal.

Print Name _____

Date _____

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**APPENDIX C
Sample Format**

L-12-23-400-031

Doc. Date	Liber - Page	Doc. Type	Interest Out	Interest In	Mailing Address	Comments
10/09/46	L-436 P-13	W.D.	Lentz, Walter & Victoria	Cochran, Bruce Cochran, Belle		
05/05/83	L-1880 P-744	Probate Order	Cochran, J Bruce Estate, by Earl Watkins, Personal Rep.	Cochran, Lloyd E Watkins, Earl Ann Arbor Trust Co., trustee of Leo B Cochran, Testamentary Trust		25% Interest 33% Interest 42% Interest
06/06/85	L-1988 P-865	W.D.	Cochran, Lloyd E & Delores	Kalisz, Stefan		For \$61,250
06/13/85	L-1988 P-867	Deed	Citizens Trust, trustee of Leo B Cochran, Testamentary Trust	Kalisz, Stefan		For \$102,900
06/10/85	L-1988 P-870	W.D.	Watkins, Earl & Bernadine	Kalisz, Stefan		For \$80,850
06/13/85	L-2002 P-32	Deed	Citizens Trust, trustee of Leo B Cochran, Testamentary Trust	Kalisz, Stefan		Re-record to correct % listed in the document
09/20/91	L-2556 P-547	W.D.	Kalisz, Stefan & Norma	Marker, William Marker, Mary		For \$238,600
05/03/95	L-3184 P-51	D.C.	Marker, William			Age 62
08/12/96	L-3321 P-696	Q.C.D.	Marker, Mary Lou	Marker, Mary Lou Trust		
08/28/96	L-3321 P-697	Q.C.D.	Marker, William Estate, by Richard Marker, Personal Rep.	Marker, William E Capobianco, Kimberly Joy		Tenants in common
07/14/99	L-3896 P-664	Q.C.D.	Marker, Terrie	Marker, William E		As to dower rights
05/17/05	L-4482 P-832	Memo of L.C.	RAW Investment, LLC	West Town Properties, LLC		
05/17/05	L-4482 P-833	Mortgage (future advance)	RAW Investment, LLC	Community Bank of Dearborn	250 W Eisenhower Pkwy, Ste 100 Ann Arbor, MI 48103	For \$700,000
07/14/99	L-4484 P-511	W.D.	Marker, William E; Capobianco, Kimberly Joy; Marker, Mary Lou Trust	RAW Investment, LLC		For \$1,180,000
05/17/05	L-4484 P-512	Assignment of Seller's Interest in L.C.	RAW Investment, LLC	Community Bank of Dearborn		
05/31/07	L-4628 P-433	Judgment of Possession after L.C. Forfeiture		RAW Investment, LLC Steve Rasho West Town Properties, LLC	8857 Chestnut Run Shelby Township, MI 48317 42500 Eleven Mile Rd, Ste A Novi, MI 48375	

SEARCHED
SERIALIZED
INDEXED
MAY 15 2008
ANN ARBOR MI