



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***  
**PURCHASING DEPARTMENT**

525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316 383-7055

Request for Proposal  
**TAX FORECLOSURE TITLE SEARCH SERVICES**  
#13-0039

May 7, 2013

Sedgwick County is seeking a firm to provide Title Search services as they relate to Tax Foreclosure proceedings. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

Sincerely,

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Angee Sisco  
Senior Purchasing Agent

## **Table of Contents**

- A. Purpose and Objectives**
- B. Submittals**
- C. Questions and Clarifications**
- D. About this Document**
- E. Background**
- F. Scope of Work and Information Required for Completion of Services**
- G. Sedgwick County's Responsibilities**
- H. Tentative Timeline**
- I. Selection Criteria**
- J. Questionnaire**
- K. Proposal Content and Format**
- L. Proposal Terms**
  - I. Minimum Firm Qualifications/General Requirements**
  - II. Contract Period and Payment Terms**
  - III. Insurance Requirements**
  - IV. Indemnification**
  - V. Confidential Matters and Data Ownership**
  - VI. Proposal Conditions**
  - VII. General Contract Provisions**
- M. Final Considerations**
- N. Response Form**

## **A. Purpose and Objectives**

Sedgwick County, Kansas (hereinafter referred to as "County"), desires to select a firm to provide Title Search services as they relate to Tax Foreclosure proceedings services.

Broadly stated, the County desires to select:

1. A reputable vendor to receive Title Search services which align with Federal, State and Local guidelines as they relate to Tax Foreclosure proceedings.
2. A reputable vendor with optimal experience, education and ability as it relates to the defined Scope of Work.

## **B. Submittals**

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original and three (3) copies of the entire document with any supplementary materials to:

Angee Sisco  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. TUESDAY May 21, 2013. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at proposal opening which will occur at 2:00 p.m. on the due date. No information other than the respondent's name will be disclosed at proposal opening.

## **C. Questions and Clarifications**

Any questions regarding this document must be submitted in writing to Angee Sisco at [asisco@sedgwick.gov](mailto:asisco@sedgwick.gov) and Kim Evans at [kjevans@sedgwick.gov](mailto:kjevans@sedgwick.gov) by 3:00 p.m. May 14, 2013. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <http://sedgwickcounty.org/finance/purchasing.asp>, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. May 15, 2013. Vendors are responsible for checking the web site and acknowledging any addendums on their response form.

## **D. About this Document**

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking a solution, not a bid/quotation, meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference before proposals are accepted, or meeting with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **E. Background Information**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 480,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

This contract will serve the County's Title Search needs as they primarily to Tax Foreclosure proceedings. However, this contract may be used by any department for any purpose that falls within the defined Scope of Work. In addition, the County may choose to bid like service based on specific project need, budget, etc.

In 2012, the County requested 1,200 searches and conducted three sales. The requests are primarily sent together in the third quarter of each year and broken into installments depending on the tax sale schedule (June-August). The average installment is approximately 300-400. The current contract expires in July; see links below for additional information.

Bid - [http://www.sedgwickcounty.org/Purchasing/pdf\\_files/09-0168.pdf](http://www.sedgwickcounty.org/Purchasing/pdf_files/09-0168.pdf)

Bid Tabulation - [http://www.sedgwickcounty.org/Purchasing/bid\\_tabs/09-0168BT.pdf](http://www.sedgwickcounty.org/Purchasing/bid_tabs/09-0168BT.pdf)

## **F. Scope of Work and Information Required for Completion of Services**

Items listed in this section are requirements to completion of services under this contract.

Sedgwick County will provide a list of properties including pin number, key number, and name order during the first full week of September. Successful vendor shall:

- F.1 Complete all title work in an accurate and correct manner and deliver certificates to the designated County Counsel, no later than the timeline designated in writing by the County's Counsel. Timeline will installments based on sale cycle. Based on Counsel time line, the successful vendor must complete the first caseload within 60 days of delivery of the list of properties. Thereafter, each additional caseload must be completed in 60 day intervals.
- F.2 Provide the County with one original and one copy of a properly certified certificate of title covering the subject property at the completion of work. Any information obtained concerning Buildings on Leased Ground may not be information "of record," and a statement should be included that such information is an abstractor's note only. An additional copy of the information shall be provided in electronically submitted Word for Windows format, in the following order:
  - a. Pin Number
  - b. Key Number
  - c. Legal Description
  - d. Common Address, if known
  - e. Owner of Record
  - f. All other information (including resident agents for all corporate parties)
- F.3 Ensure that if the search reveals evidence of an incorrect or questionable legal description and/or ownership of property as shown on current County tax rolls, the successful firm will "flag" the certificate and provide findings with film/page number or book/page number and a short statement of explanation.
- F.4 Be liable to County for all errors and omissions therein. Abstractor shall ensure that if needed corrections are found or deemed necessary by the County, the successful firm will provide a corrected certificate at no additional cost to the County.
- F.5 Provide for purposes of notice, current addresses for all owners, heirs, lien-holders and any party having or claiming an interest in the property. Search must be document and included a minimum of three (3) types outlets not including address on file from County Tax Roll.
- F.6 In the event where a few parcels that have been annexed and retain an old property key number in addition to the reassigned key number, the parties agree that Contractor shall be paid a fee of one and one-half (1 ½) times the normal per parcel title certificate fee for the certification of that parcel.

The Certificate made and provided to the County by the abstractor will not purport to be an examination of all instruments and proceedings in the chain of title to the subject property(ies); that such certificates will not be a guarantee of title and

that the abstractor making such certificates will not be liable for defects in the title to the subject property(ies).

### **Information Required for Completion of Services**

The following information is required through the title search:

Sedgwick County's pin number.

Sedgwick County's key number.

The legal description of the property as such is recorded with the Register of Deeds.

The street address of all properties, if available. For those properties that are vacant lots, a description of those lots' locations.

The name(s) and current addresses, including mailing address if different from a residence address, of all property owners, heirs, trustees, administrators, executors, lien-holders, and to the extent actually known, any party having or claiming to have any interest in the property.

The title, case number, nature of case and opposing counsel of record in any state or federal action whereby (1) title to the subject real property is or may be affected and (2) a judgment lien is or may be created which affects the subject real property. The name(s) and current addresses, including mailing address if different from a residence address, of all plaintiffs and defendants in each such action.

Any mortgages, judgments, suits pending, executions, lis pendens, mechanics' liens, tax liens and bankruptcy proceedings affecting the subject property or the grantee of the last conveyance purporting to transfer title to the subject property. The record of bankruptcy proceedings will include the bankruptcy case number, the names of the petitioner(s) and the trustees

For those properties designated BLGs (buildings on leased ground) in County records, the name(s) of the land owner(s), any lease of record and the key number(s) of the land(s) on which the building is situated. The County Appraiser will provide information on BLG's, including cross-referencing as to the land key number.

In way of further explanation, except as may be specifically described in this section, the information to be provided is substantially similar to that set forth in certificates of title used by attorneys to foreclose a mortgage or mechanics' lien, and not a title abstract.

### **G. Sedgwick County's Responsibilities:**

- Provide timely payment of undisputed invoices in ACH form.
- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

### **H. Tentative Time Line**

The following dates are provided for information purposes and are subject to change without notice. Contact Angee Sisco, Purchasing Department at (316) 660-7267 to confirm any/all dates.

Distribution of Request for Proposal to interested parties	<b>May 7, 2013</b>
Clarification, Information and Questions submitted in writing by 3:00 p.m.	<b>May 14, 2013</b>
Addendum Issued in writing by 5:00 p.m.	<b>May 15, 2013</b>
Sealed Proposal due before 1:45 p.m.	<b>May 21, 2013</b>
Evaluation Period	<b>May 22 – June 5, 2013</b>
Board of Bids and Contracts Recommendation	<b>June 6, 2013</b>
Board of County Commission Award	<b>June 12, 2013</b>

## **I. Selection Criteria**

The selection process will be based on the responses to this solicitation document. Proposals will be screened by a review committee. This committee may select a limited number of prospective vendors to short-list for interview.

The County will judge each response on the following criteria (listed in no particular order):

- Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.
- Ability to meet or exceed all requirements and scope of work.
- Proven ability to provide high quality service.
- Qualifications and expertise based on previous work completed, in addition to anticipated work.
- Number and availability of staff to meet the needs of Scope of Work and typical timeline.
- The most advantageous and prudent methodology and costs as determined by the County.

Any final negotiations for services and terms and conditions will be based, in part, on the Vendor's method of providing the service and the fee schedule achieved through discussions and agreement with the County's review committee. The County is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The County also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

## **J. Questionnaire**

In your response document, respond to all questions and requests listed below. Please precede your answer with a copy of the question. A copy of the questionnaire will be provided in WORD format for ease of completion. Please note that in the case of a discrepancy this document will prevail.

1. Provide a brief description of your firm, including qualifications, experience, depth of staff, and other pertinent information necessary to demonstrate your ability to perform outlined services.
2. Provide contact name, title, qualifications, phone number and e-mail address of lead professional personnel which will be assigned to Sedgwick County.
3. Provide detailed explanation of the proposed approach to the work outlined in this Request for Proposal. Include information on rework processes and quality control checks. Provide a resume of the project manager for this assignment.
4. Identify special licensing or registrations held by professional(s) assigned to this account. Include copies of required licensure as applicable to services under identified Scope of Work.
5. Provide a list of four (4) current client references, including organization, address, and date of services, scope of services, contact person, telephone number and an email address. List should include services over the past three (3) years, of similar size and scope of services.
6. Discuss any current, local, state or federal violations and any ongoing litigation that may cause conflicts or affect your ability to provide service.
7. Provide insurance certificate.
8. Provide detailed information regarding exception to any requirement, scope of work, term or condition within solicitation.

## **K. Proposal Content and Format**

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

1. Completed Questionnaire and requested supporting documents within.
2. A signed, completed Proposal Response Form.

## **L. Proposal Terms**

### *I. Minimum Firm Qualifications/General Requirements*

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s)

and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of five (5) years experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations, including licensure requirements. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
5. Municipal and County government experience is desired, however, the County will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances at outlined in the terms of this RFP.

*II. Contract Period and Payment Terms*

The contract period with the successful proposer shall begin immediately following formal approval of the Board of County Commissioners, anticipated to be July 2013, and continue for a period of one (1) year. The County may, at its own option, offer to extend the contract for two (2) 1-year periods for the terms and prices proposed or as negotiated. Any change in law that will affect the terms, conditions, or costs subsequent to contract initiation will be negotiated on an as need basis with Sedgwick County maintaining the final right of approval to determine applicability.

Payment schedule will be 75% paid at completion of work on each caseload and 25% after confirmation of Sale and disbursement of Sales proceeds. Invoices must be submitted for payment. No payment will be made for certificates that pertain to properties that are dismissed from cases or held from sales as a result of errors or omissions in the certificates.

Liquidated damages in the amount of one percent (1%), per certificate for each day that the specified work is not completed past the agreed upon scheduled delivery date to the satisfaction of the County will be deducted from the final payment.

Payments for all specified service(s) and/or products to the successful proposer can be made with the following criteria taken into consideration:

- Successful completion of the service(s) or product(s) requested;
- Completion of any necessary forms and/or service results;
- Receipt of a detailed invoice to ap\_invoices@sedgwick.gov.

*III. Insurance Requirements*

*Generic Requirements*

<b>Worker's Compensation:</b>	
Applicable State Statutory Employer's Liability	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Contractor's Liability Insurance:</b>	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
<b>Bodily Injury:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Property Damage:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Person Aggregate	\$500,000.00

General Aggregate	\$500,000.00
<b>Automobile Liability-Owned, Non-owned and Hired</b>	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
<b>Professional Liability</b>	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

#### *IV. Indemnification*

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

#### *V. Confidential Matters and Data Ownership*

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

#### *VI. Proposal Conditions*

In submitting a response to this Request for Proposal, vendors hereby understand the following (if duplication exists, previous sections prevail):

<http://www.sedgwickcounty.org/purchasing/RfqRfq/rfpcond.pdf>

All times indicated in solicitation document are Central Standard/Daylight as applicable.



### *VII. General Contract Provisions*

The following appendix is language the County requires for all contracts that are entered in. If Duplication exists, previous sections prevail.

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General\\_Contract\\_Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf)

### **M. Final Considerations**

1. For purposes of addressing questions concerning this RFP or for seeking alternative contract terms, the sole contact will be the County's Purchasing Department. Upon issuance of this RFP, employees and representatives (including elected officials) of the County must not be contacted regarding this RFP process. Failure to observe this restriction may result in disqualification of any vendor response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
2. The County will not consider the submission of unsolicited, additional terms, after the response deadline. This RFP and all written material received from the successful vendor will be incorporated into the contract between the County and the firm unless specifically superseded in the signed contract. All information becomes the property of the County and will be subject to the Kansas Open Public Records Act.
3. The County will not be liable for any costs incurred by vendors in the preparation and presentation of information submitted in response to the RFP or in the participation in demonstrations.
4. The County will not recognize any assignment or transfer of interest in the contract without written notice to and written acceptance by the County.
5. If Partnerships and/or subcontracting is used in order to meet the requirements and scope of work in this RFP, a prime vendor should be identified and the partners and subcontractors should be listed along with a statement of who will be responsible for providing what service, and a statement of the nature of any legal relationship. The proposal response should clearly delineate who will be the prime vendor for contracting purposes.
6. The terms outlined in this RFP must be guaranteed up to and through the negotiation of the final contract.

**N. Response Form**

Request for Proposal  
TAX FORECLOSURE TITLE SEARCH SERVICES  
#13-0039

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME \_\_\_\_\_

DBA/SAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

TAX PAYER I.D. NUMBER \_\_\_\_\_ STATE \_\_\_\_\_

INCORPORATED \_\_\_\_\_

COMPANY WEB SITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_

General Nature of Business \_\_\_\_\_ FEIN/SS # \_\_\_\_\_ W-9 included \_\_\_\_\_

Not a Minority Owned Business \_\_\_\_\_ Minority Owned Business: \_\_\_\_\_ Certification # \_\_\_\_\_

African American \_\_\_\_\_ Asian \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Other \_\_\_\_\_ Woman Owned Business \_\_\_\_\_

**PRICING INFORMATION**

1. I/We, propose to furnish the services as described herein per requirements and specifications for a unit price per title certificate of \$ \_\_\_\_\_

Cost must be all inclusive of all terms, conditions, and scope within this solicitation.

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing).

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document (including terms and conditions and general contract provisions through imbedded hyperlinks) and has clearly delineated and detailed any exceptions.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_