

**SERIAL 05160 S      TAX DEED SERVICES (NIGP 96164)**

**DATE OF LAST REVISION: March 29, 2006**

**CONTRACT END DATE: November 30, 2008**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2008**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **TAX DEED SERVICES (NIGP 96164)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 16, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to:            Clerk of the Board  
                         Steve Partridge, Treasurers Office  
                         Materials Management

SCOPE OF SERVICES: TAX DEED SERVICES

1.0 **INTENT**

The intent of this invitation for bids is to identify and qualify professional and responsible providers of services relating to statutory requirements for the issuance of a Treasurer’s Deed. This award may be made to more than one provider to ensure adequate coverage of the needed services. Additional providers may be added during the term of the contract to maintain the level of service required.

2.0 **SCOPE OF SERVICES:**

2.1 PREPARATION FOR ISSUANCE OF TREASURER’S DEED TO STATE OF ARIZONA

Statutory requirements shall be completed to enable the Maricopa County Treasurer to issue a Treasurer’s Deed to the State of Arizona for property assigned to the State of Arizona and not otherwise redeemed, pursuant to Arizona Revised Statutes, Chapter 18, Article 6.1.

2.2 LIMITED TITLE SEARCH

A limited title search shall be performed which is sufficient to identify all parties having a legal or equitable interest in the property recorded with the county recorder, pursuant to A.R.S. § 42-18263.

2.3 NOTICE BY CERTIFIED MAIL

At least 90 days before issuance of a Treasurer’s Deed, notice shall be mailed by certified mail, return receipt requested, to the last known address of the owner of the parcel as shown on the current tax roll and all other persons identified in the limited title search as having an interest of record in the parcel. The notice shall be in the form set forth in A.R.S. § 42-18264(C). If the number of notices exceeds 10, the County shall pay postage for the mailing of any notices in excess of the first ten.

2.4 PUBLICATION OF NOTICE

Publication of notice of intent to issue a Treasurer’s Deed on the subject parcel shall be made in accordance with A.R.S. § 42-18265, which shall include publication once a week for two consecutive weeks in a newspaper of general circulation in Maricopa County. Publication shall be with a vendor specified by the Treasurer. Costs for publication shall be remitted to and paid by the Treasurer’s Office.

2.5 POSTING OF NOTICE ON PROPERTY

Physical notice shall be posted on the parcel subject to the issuance of the Treasurer’s Deed, which notice shall meet the requirements of A.R.S. §42-18266, if all of the following facts are present:

2.5.1 The property to be conveyed is located in an incorporated city or town in Maricopa County.

2.5.2 The property is readily located and is reasonably accessible.

2.5.3 The Notice sent by certified mail is not delivered or deliverable.

2.5.4 The property is located within 25 miles of the Treasurer’s Office at 301 W. Jefferson, Suite 100, Phoenix, Arizona. For any parcels located beyond this 25-mile radius, the County will pay an additional sum for mileage in the amount of **(THE CURRENT INTERNAL REVENUE SERVICE RATE)** per mile for each mile traveled beyond 25 miles.

2.6 PREPARATION OF TREASURER'S DEED

Contractor shall prepare a Treasurer's Deed on a form acceptable to the Treasurer's Office pursuant to A.R.S. § 42-18267.

2.7 TIMELINESS OF PROVISION OF SERVICES

In the event that Contractor is unable to complete all of these steps within this ~~180~~ 90 days from the date of assignment of parcels by the County, the County, at its sole option, may assign these parcels to another vendor, in which case the County shall not be liable for payment of the individual per parcel fee to the original Contractor.

2.8 AFFIDAVIT OF COMPLETION

Upon completion of the above requirements, the Company shall provide an affidavit to the Treasurer's Office certifying that all these statutory requirements have been met. Efforts advanced on behalf of multiple parcels may be included on a single affidavit, provided that each parcel is identified therein.

2.9 PAYMENT

Payment for completion of these procedures shall be made on a per parcel basis upon receipt of the Affidavit of Completion.

2.10 PRICE

The fee to be paid to the Contractor shall be \$500.00 per parcel, upon completion of all requirements referenced in this bid. Additionally, if the tax delinquencies are paid by the property owner prior to completion of all of the above requirement by the Contractor, the Treasurer shall pay the Contractor the amount of \$500.00 and shall collect such amount from the property owner, along with all other fees and costs which may be due.

2.11 DISTRIBUTION OF WORK ASSIGNMENTS TO MULTIPLE CONTRACTORS

The County reserves the right to engage the services of more than one bidder to perform the services under this contract. The County also reserves the right to assign parcels to different bidders, by group or geographic area where such action serves the best interests of the County.

2.12 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.13 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. FOUR (4) sets of pricing documents shall accompany any additional pricing offered.

2.14 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.15 **STATEMENT OF QUALIFICATIONS:**

**Include a written outline of your firm's and its employees experience and qualifications to perform this work.**

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of THREE (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **ESCALATION:**

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 **EVALUATION CRITERIA:**

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Acceptance of Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 **TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.6 **INDEMNIFICATION AND INSURANCE:**

3.6.1 **Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.6.2.1 **Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form

CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.6.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.6.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.6.3 Certificates of Insurance.

3.6.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.6.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.6.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, STRATEGIC CONTRACT MANAGER, 602-506-3450  
(Sdahle@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON OCTOBER 05, 04, 2005 AT 9:00AM AT THE MARICOPA COUNTY ADMINISTRATION BUILDING, 10<sup>TH</sup> FLOOR BOARD OF SUPERVISORS CONFERENCE ROOM, 301 W. JEFFERSON ST., PHOENIX, AZ 85003**

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled) and one (1) electronic copy of pricing on a CD.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**CARSON MESSINGER ELLIOTT LAUGHLIN & REGAN, 3300 N CENTRAL AVENUE 19<sup>TH</sup> FLOOR,  
PHOENIX, AZ 85012**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES  NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS  
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

PRICING SHEET: ~~S065401/B0602700~~ NIGP 9616401

**1.0 PRICING:**

THE RESPONDING FIRM ACCEPTS THE FOLLOWING COMPENSATION.

- |   |                            |
|---|----------------------------|
| 1.1 PERFORM ALL SERVICES LISTED IN SECTION 1.0 AND 2.0  | <u>\$500.00 per parcel</u> |
| 1.2 LABOR FOR ADDITIONAL WORK OUTSIDE SCOPE OF SERVICES | <u>\$250.00 per hour</u>   |

Terms:	NET 30
Vendor Number:	W000006011 X
Telephone Number:	602/264-2261
Fax Number:	602/277-4507
Contact Person:	Mark Manoil
E-mail Address:	<a href="mailto:mmanoil@carsonlawfirm.com">mmanoil@carsonlawfirm.com</a>
Company Web Site:	<a href="http://www.carsonlawfirm.com">www.carsonlawfirm.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>November 30, 2008.</b>

**SECURITY TITLE AGENCY, DEFAULT SERVICES DIVISION, 3636 N CENTRAL AVENUE 2<sup>ND</sup> FLOOR, PHOENIX, AZ 85012**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES  
NO  \*Will consider if requested.

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

PRICING SHEET: ~~S065401/B0602700~~ NIGP 9616401

**1.0 PRICING:**

THE RESPONDING FIRM ACCEPTS THE FOLLOWING COMPENSATION.

- |     |   |                            |
|-----|---|----------------------------|
| 1.1 | PERFORM ALL SERVICES LISTED IN SECTION 1.0 AND 2.0  | <u>\$500.00 per parcel</u> |
| 1.2 | LABOR FOR ADDITIONAL WORK OUTSIDE SCOPE OF SERVICES | <u>\$ 75.00 per hour</u>   |

Terms:	NET 30
Vendor Number:	W000005807 X
Telephone Number:	602/266-0275
Fax Number:	602/230-6294
Contact Person:	Jane Myrick
E-mail Address:	<a href="mailto:jmyrick@securitytitle.com">jmyrick@securitytitle.com</a>
Company Web Site:	<a href="http://www.securitytitle.com">www.securitytitle.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>November 30, 2008.</b>

**TIFFANY & BOSCO P.A., 2525 EAST CAMELBACK ROAD SUITE 300, PHOENIX, AZ 85016**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES  NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

PRICING SHEET: ~~S065401 /B0602700~~ NIGP 9616401

**1.0 PRICING:**

THE RESPONDING FIRM ACCEPTS THE FOLLOWING COMPENSATION.

- 1.1 PERFORM ALL SERVICES LISTED IN SECTION 1.0 AND 2.0 \$500.00 per parcel
- 1.2 LABOR FOR ADDITIONAL WORK OUTSIDE SCOPE OF SERVICES \$175.00 per hour attorney  
\$ 95.00 per hour paralegal

Terms: NET 30

Vendor Number: W000005170 X

Telephone Number: 602/255-6000

Fax Number: 602/255-0192

Contact Person: Mark S. Bosco

E-mail Address: [msb@tblaw.com](mailto:msb@tblaw.com)

Company Web Site: [www.tblaw.com/mcto](http://www.tblaw.com/mcto)

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2008.**