

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES- PROCUREMENT
ST. LOUIS DISTRICT, 2309 BARRETT STATION
RD, BALLWIN, MO 63021**

REQUEST NO.	SL16-008-R7
DATE	October 1, 2015
PAGE NO.	1
NO. OF PAGES	17

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

10:00 a.m., Local Time, October 21, 2015

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered
St. Louis City, St. Louis County, St. Charles
County, Franklin County, Jefferson County

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Stephanie Austin Rashid, CPPB
BUYER EMAIL:
Stephanie.Austin Rashid@modot.mo.gov

BUYER TELEPHONE: (314) 301-1439

SERVICES

For qualified organizations to provide professional services in the preparation of Last Deeds of Record and/or Searches, Title Commitments, Escrow Services, and Title Insurance for MoDOT St. Louis District. This will be a mix of commercial and residential properties.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No
Form E-103 (Rev. 11-04)

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids for qualified organizations to provide professional services in the preparation of Last Deeds of Record and/or Searches, Title Commitments, Escrow Services, and Title Insurance for MoDOT St. Louis District.
- 1.1.2 Contract Period – The original contract period is from the date of the fully executed agreement through November 30, 2016.
- 1.1.3 Renewal of Contract – The MHTC may elect to renew this contract. This decision will require mutual written consent of the MHTC and the contractor(s). A renewal will be in accordance with the terms and conditions of the original contract and shall be limited to two (2) twelve month periods, or any portion therein.
- 1.1.4 Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 1.1.5 Each bid must be mailed or hand delivered in a sealed envelope to Ms. Stephanie Austin Rashid, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms. Stephanie Austin Rashid. Bids must be returned to the office of Ms. Austin Rashid no later **than 10:00 a.m., Local Time, October 21, 2015.**

RFB Coordinator:

**Ms. Stephanie Austin Rashid, CPPB
General Services Specialist
Missouri Department of Transportation
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1439
EMAIL: Stephanie.AustinRashid@modot.mo.gov**

1.2 General Information:

This document constitutes an invitation for competitive, sealed bids for the procurement of services in order qualified organizations to provide professional services in the preparation of Last Deeds of Record and/or Searches, Title Commitments, Escrow Services, and Title Insurance for MoDOT St. Louis District.

1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Exhibit(s)
- (6) Terms and Conditions

1.2.2 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

2.0 SCOPE OF WORK

SL16-008-R7

(A) Services: The Bidder shall provide the following professional services:

- LAST DEED OF RECORD
- COMMITMENTS TO INSURE
- ESCROW SERVICES
- TITLE INSURANCE
- CHAIN OF TITLE
- DEED COPIES

(B) Specific Requirements:

LAST DEED OF RECORD

For each parcel, Contractor shall submit one photocopy or typewritten information showing the property description and grantee in the last indicated transfer of title of record for lands within or adjacent to proposed highway improvements. This submission is to be for the purpose of completion of highway planning and it is understood that the undersigned title company shall have for such preliminary submission no liability to the Commission for erroneous information furnished after the exercise of reasonable care.

Turn time or deadline for title commitment services is 30 days from the date ordered.

COMMITMENTS TO INSURE

A Commitment to Insure for the sum of ____ (see Price Page) AND NO/100 Dollars (\$.00) for each lot, parcel or tract of land which lies within or is affected by the proposed project. Where contiguous lots, parcels or tracts of land are owned by the same party, only one commitment shall be issued and a charge for only one commitment will be made on such contiguous lots, parcels or tracts of land so owned, except that a charge of --- AND NO/100 Dollars (\$___---.00) will be made for each chain of title in excess of one involved in such contiguous lots, parcels or tracts. Such commitment shall certify as to the fee simple owners and specify all exceptions thereto. Commitments are to be posted or updated free of charge for 120 days after date of delivery of the original commitment and a charge of ___ AND NO/100 Dollars (\$___---.00) will be made for posting or updating such commitments after 120 days. In addition, Contractor shall hold the commitment open until a policy is requested from the Commission.

Title Commitments that do not contain the information listed above will be updated at no additional charge. All commitments for title insurance will be for fee simple title, unless specified otherwise by Commission in the written "Notice to Proceed."

Also, each commitment shall contain the following:

- (1) The name of the Project, County, Project Number and parcel number as shown on the plans provided by the Commission.

- (2) The book and page of the instrument whereby present owner acquired title. A copy of said instrument shall accompany the commitment.
- (3) Any easements/servitudes that are shown on the public records. A copy of each said instrument shall accompany the commitment.
- (4) Restrictions/Covenants that are shown on the public records. A copy of each said instrument shall accompany the commitment.
- (5) Oil, Gas and Mineral rights as shown on the public records. A copy of each said instrument shall accompany the commitment.
- (6) All other exceptions to title. A copy of each said instrument shall accompany the commitment.
- (7) For any other instrument referenced in the commitment, Contractor shall provide a copy of said instrument with the commitment.
- (8) A plat depicting boundaries of the property description.
- (9) A listing of all conveyances affecting the realty within five (5) years prior to date of commitment, indicating names of grantors, grantees, type of instruments, and the books and pages of their recordation. Contractor shall also furnish copies of all conveyance instruments, including mortgages, bankruptcy, etc., as reflected in the commitment.
- (10) Attach a copy of the assessor's map regarding size of contiguous ownership. (Contiguous property shall be defined as tracts of land situated in proximity to each other, whether or not separated by a highway, street, road, railroad right of way, stream, etc., with continuity of title and continuity of use.)
- (11) In the event there are no conveyances within five years prior to the date of commitment, it shall be so indicated upon the commitment.
- (12) All conditions precedent, which must be met for the issuance of title insurance and all exceptions that shall be set forth within insurance policy.
- (13) For each instance in which an affidavit, quitclaim deed, etc., is required, the commitment shall set out from whom the instrument is to be obtained in order to clear title to a point where it is insurable.
- (14) In no instance shall Contractor use the following verbiage: "This commitment is not an abstract, examination, report or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action," or any such verbiage that would indicate the "commitment" is for informational purposes only.
- (15) Each commitment must be signed by a licensed title examiner or an officer of the company.
- (16) In the event an owner has a deed of trust; the Contractor will specify all relevant information including date, amount, executed by, trustee, beneficiary, book, page, and the date recorded. A copy of said instrument shall accompany the commitment.

ESCROW SERVICES

- (1) A charge of _____ (see Price Page) _____ AND NO/100 Dollars (\$_---_____.00) will be made for the closing of the transaction relating to each parcel wherein the contractor acts as Escrow Agent. This charge will include all services to be performed in accordance with the escrow agreement, a copy of which is attached; the preparation and execution of any required partial deeds of release; and the furnishing to Commission and owners of a closing statement showing in detail the disbursements as to each parcel and date of closing. No additional charge will be made against any other party to the transaction.
- (2) Escrow services shall also include the recording of all documents involved in the transaction, payment of any processing fees for Partial Deeds of Release, and the Contractor shall make the initial payment to the recorder of the recording fee and will be reimbursed by the Commission in addition to the above escrow fee for the actual recording costs paid to the Recorder of Deeds.

Contractor shall return all original recorded documents, along with the title insurance policy, to the Commission without exception.

- (3) Attached is a copy of (or proof of) a security bond in the amount of \$500,000 or an acceptable commitment from the title insurance company, guaranteeing to the Commission financial responsibility of Contractor to act as Escrow Agent. When a security bond or “Insured Closing Letter” is used, it will be kept in force at all times during the duration of this agreement. If canceled or changed to another bonding company, the Commission will be advised and a copy of the new bond provided.
- (4) Contractor shall comply with Sections 6041 and 6045(e) of the Internal Revenue Code for reporting real estate transactions. The Commission will attempt to provide Contractor with a taxpayer identification number for all known transferors that will receive an allocation from the proceeds of the transaction. If the Contractor determines at the time of closing that a taxpayer identification number is needed from an individual receiving part of the allocation and for whom it does not have one, it shall have the individual complete a Taxpayer Identification Number and Certification form prior to disbursement.
- (5) If a document is required for preparation such as a partial deed of release, where only a portion of the property is being released, MoDOT will be responsible for crafting the partial legal description that will be required for the recording of the document.

TITLE INSURANCE

REQUIREMENTS: The Contractor shall provide a Title Insurance Policy for each parcel.

- (1) The Contractor shall furnish title insurance for a fee of \$_(see Price Page)___00 per \$1,000.00 of coverage. (If there is a minimum charge for this service or if this amount varies for the amount of coverage, these amounts are herein specified.). Title insurance shall be provided for each parcel in a face amount equal to the purchase price of the property. The purchase price shall include the amount paid to all fee owners, lessees, lien holders, and other parties having an interest in the title. The Commission will not procure title insurance on amounts less than **\$10,000.00** unless specifically requested in the written “Notice to Proceed.” Contractor shall furnish the Commission the title insurance policy in no more than 30 days from the date of final disbursement, as indicated on the disbursement of funds.
- (2) To help MoDOT make deadlines in an efficient manner, there is a 45 day requirement on title policies.

CHAIN OF TITLE

A chain of title report for a parcel of land starting at a specific date and moving forward to the current ownership. Copies of all transfer deeds should be included with the report.
(this is already on the price sheet)

DEED COPIES

Provide copies of documents for specific book and page.

3.0 BID SUBMISSION

SL16-008-R7

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked **“SL16-008-R7 “Title Co. Services”**.

3.1.2 All bids must be received at the following address no later than **October 21, 2015 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation
Procurement Division
Attn: Stephanie Austin Rashid
2309 Barrett Station Rd.
Ballwin, MO. 63021

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Pursuant to 285.530 RSMo, the bidder must affirm enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed Signature and Identity of Bidder form, attached herein as Exhibit I,
- b. Submitting a completed, notarized copy of the applicable portion of Exhibit II, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT or Exhibit III APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP.

3.1.6 Contract Award – The contract will be multiple awarded. The MHTC reserves the right to make multiple awards that are in the best interest of the MHTC to multiple contractors physically located in St. Louis City, St. Louis County, St.

Charles County, Franklin County, & Jefferson County. In the event, the selected contractor(s) is unable to provide such title services as indicated in this RFB within a reasonable timeframe then the MHTC reserves the right to utilize the next highest contractor. Contract Period – The original contract period is from the date of the fully executed agreement through September 30, 2016. Renewal of Contract – The MHTC may elect to renew this contract. This decision will require mutual written consent of the MHTC and the contractor(s). A renewal will be in accordance with the terms and conditions of the original contract and shall be limited to two (2) twelve month periods, or any portion therein.

- 3.1.7 Bonding Requirement - The Contractor shall provide the Bid for Title Work, and a copy of (or proof of) security bond in the amount of \$500,000, or the Contractor can provide an “Insured Closing Letter” from a National Title Insurance Underwriter guaranteeing financial responsibility acceptable to the Commission.
- 3.1.8 References-Bids should indicate the name, title and telephone number of at least three officials of clients within the past three years. *MHTC reserves the right to determine which references to call and whether or not to call all references for all Bidders. Limit these references to contacts within the State of Missouri to whom you have provided similar services over the past three (3) years.*
- 3.1.9 The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:
- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
 - b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
 - c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.
- Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

4.0 PRICING PAGE
SL16-008-R7

TITLE COMPANY SERVICES

- (A) **FEE SCHEDULE:** The Bidder shall indicate below all fees for providing services in accordance with the provisions and requirements stated:

LAST DEED OF RECORD:

For each parcel, Contractor shall submit one photocopy or typewritten information showing the property, description and grantee in the last indicated transfer of title of record for lands within or adjacent to proposed highway improvements. This submission is to be for the purpose of completion of highway planning and it is understood that the undersigned title company shall have for such preliminary submission no liability to the Commission for erroneous information furnished after the exercise of reasonable care.

Last Deed of Record:

\$ _____

Chain of Title:

\$ _____

COMMITMENTS TO USE:

A Commitment to Insure for the sum of _____ AND NO/100 Dollars (\$_____.00) for each lot, parcel or tract of land which lies within or is affected by the proposed project. Where contiguous lots, parcels or tracts of land are owned by the same party, only one commitment shall be issued and a charge for only one commitment will be made on such contiguous lots, parcels or tracts of land so owned, except that a charge of _____ AND NO/100 Dollars (\$_____.00) will be made for each chain of title in excess of one involved in such contiguous lots, parcels or tracts. Such commitment shall certify as to the fee simple owners and specify all exceptions thereto. Commitments are to be posted or updated free of charge for 120 days after date of delivery of the original commitment and a charge of _____ AND NO/100 Dollars (\$_____.00) will be made for posting or updating such commitments after 120 days. In addition, Contractor shall hold the commitment open until a policy is requested from the Commission. Title Commitments that do not contain the information listed above will be updated at no additional charge. All commitments for title insurance will be for fee simple title, unless specified otherwise by Commission in the written "Notice to Proceed."

ESCROW SERVICES:

A charge of _____ AND NO/100 Dollars (\$_____.00) will be made for the closing of the transaction relating to each parcel wherein the contractor acts as Escrow Agent. This charge will include all services to be performed in accordance with the escrow agreement, a copy of which is attached; the preparation and execution of any required partial deeds of release; and the furnishing to Commission and owners of a closing statement showing in detail the disbursements as to each parcel and date of closing. No additional charge will be made against any other party to the transaction.

TITLE INSURANCE:

REQUIREMENTS: The Contractor shall provide a Title Insurance Policy for each parcel. The Contractor shall furnish title insurance for a fee of \$_____.00 per \$1,000.00 of coverage. (If there is a minimum charge for this service or if this amount varies for the amount of coverage, these amounts are herein specified.). Title insurance shall be provided for each parcel in a face amount equal to the purchase price of the property. The purchase price shall include the amount paid to all fee owners, lessees, lien holders, and other parties having an interest in the title. The Commission will not procure title insurance on amounts less than \$10,000.00 unless specifically requested in the written "Notice to Proceed." Contractor shall furnish the Commission the title insurance policy in no more than 30 days from the date of final disbursement, as indicated on the disbursement of funds.

Any applicable cap on out-of-pocket expense also should be noted.

- A. \$ _____
- B. \$ _____
- C. \$ _____
- \$ _____

(B) EXPENSES: List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

<i>Expenses</i>	Estimated Amount
Miscellaneous (list-attach additional sheet if needed)	
Total	

Authorized Signature of Bidder: _____

Company Title: _____

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business**.*

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced**.*

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Exhibit I

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the bid of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

_____	_____
Secretary	Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of

State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and.

Exhibit II

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act
title
officially and properly on behalf of this business entity. I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo. In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

Exhibit III

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner) *(if applicable)*

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

☐ I am the _____ of _____, which is applying for a public
owner or partner benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT). I am classified by the United States of America as: (check the applicable box) a United States citizen. an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

Exhibit IV

PRIOR EXPERIENCE OF BIDDER

Bids should indicate the name, title, and telephone number of at least three officials of clients within the past three years.

MHTC reserves the right to determine which references to call and whether or not to call all references for all Bidders. Limit these references to contacts within the State of Missouri to whom you have provided similar services over the past three (3) years.

Bidder/Subcontractor Name:	
Reference Information (Prior Services Performed For)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date

specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Award

Multiple Awards. The MHTC reserves the right to make multiple awards that are in the best interests of the MHTC to multiple contractors (county by county or county groupings). In the event, the selected contractor is unable to provide such title services as indicated in this RFB within a reasonable timeframe then MHTC reserves the right to utilize the next highest contractor.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit II.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit III.