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Modified:

## REQUEST FOR PROPOSALS

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**LIST OF ACRONYMS**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

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**INTRODUCTION**

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (MHTC). **One (1) original and two (2) copies (total of three)** of each proposal and **one (1) copy of the entire proposal (including brochures, attachments, etc.) in an electronic format on a CD-ROM** must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) **to be received on or before 2:00 p.m., C.D.S.T., October 21, 2011**, at the office of the **RFP BUYER OF RECORD:**

Ms. Frankie Ryan, Senior Procurement Agent  
Missouri Department of Transportation  
General Services – Procurement and Inventory Management  
830 MoDOT Drive; P.O. Box 270  
Jefferson City, MO 65109  
Email: [Frankie.Ryan@modot.mo.gov](mailto:Frankie.Ryan@modot.mo.gov)

All documents must be sealed and should be clearly marked "**Real Estate Services by District**".

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

**PROPOSAL**

- (1) The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this RFP.
  
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

**ACCEPTANCE**

This proposal is accepted by MHTC.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

**SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide *Real Estate Services by District* for selected MHTC real property locations to the MHTC and the Missouri Department of Transportation (MoDOT). Please refer to Attachment A “District Boundaries Map” for district boundaries.
- (B) **Background:** MHTC and MoDOT have identified the need for real estate services to be provided for excess real property identified throughout the state, including services to enhance the marketability of said excess property in order to optimize their sale. These services are needed to further MHTC and MoDOT’s goal of reducing the inventory of real property that is excess to the State Highway system while obtaining the best possible value to the MHTC and MoDOT. To achieve the stated goal, MHTC and MoDOT are seeking qualified firms to analyze selected properties, identify strategies for their disposal, and to execute those strategies through closing of the sales.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The original contract period is from the date of the fully executed agreement through June 30, 2013.
- (E) **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.
- (F) **Schedule of Events:** Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 5:00 p.m. Central Time. MoDOT reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

DATE	EVENT
September 30, 2011	Issue RFP and Advertise intent to solicit proposals.
October 7, 2011	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
October 17, 2011	Issuance of Amendment with resolution of any questions submitted.
October 21, 2011, on or before 2:00 pm, CDST	Deadline for submission of proposals and scheduled public reading of the names of Offeror’s submitting timely received proposals.
October 26, 2011	RFP Evaluation Team schedules interviews with selected Offerors, if deemed necessary
On or before 10/31/11	RFP Evaluation Team prepares recommendations of award and submits it to the MHTC.
November 15, 2011	Agreement with selected Offeror(s) finalized.

- (G) **Contracting with a Specific Realtor for Services:** After the Realtor has been awarded a contract per the terms of this RFP, the criteria listed in Exhibit 4 “Realtor Points Assessment” will be used to determine when and if a particular Realtor will be offered a property listing by the MHTC. The selection of a Realtor is at the sole discretion of MHTC and based on the best interests of the MHTC. Please Exhibit 5 “Sales Agreement – RW 22” to be executed between the Realtor and the MHTC and Exhibit 6 “Exclusive Right To Sell – RW-29”, the property listing document issued by the MHTC to the Realtor when a property is to be listed for the MHTC.

**SECTION (2):  
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide either or both of the following professional services:
1. Consulting Services: For each selected property, or with MHTC approval, group of properties, establish a marketing plan and provide supporting documentation appropriate for each specific property that provides the optimal exposure to all prospective buyers needed to obtain the best value.
  2. Marketing Services: Market the selected properties in a manner appropriate for each specific property to provide the optimal exposure to all prospective buyers needed to obtain the best value and provide all the services necessary to close each sale of the property.
- (B) **Specific Requirements:** For either or both of the Services listed above, the Offeror will provide to the MHTC the number of copies of the proposal, as noted in the Introduction, which will include, but may not be limited, to the below. **Offeror must provide information on which District(s) his/her firm is interested in being considered for award of an agreement.**
1. Consulting Services: For each selected property, or with MHTC approval, group of properties, the consulting services may include the performance of the following by the Offeror:
    - a. Establish and complete the title requirements necessary to effectively market and convey MHTC’s interest in the property by Quitclaim Deed, or with MHTC’s approval, by a Warranty Deed, from the MHTC.
    - b. Provide an appraisal as directed. MoDOT may obtain a separate appraisal, or require the Offeror to obtain an appraisal with MoDOT named as the client, in order to determine a list price for each property.
    - c. Provide a plat of the property as directed. MoDOT may provide a survey for any of the properties. If not provided by MoDOT, the sale shall be negotiated to provide for the purchaser obtaining the property survey.
    - d. All property shall be evaluated for the existence of any regulated utility facilities located within the areas to be conveyed, which are not present within a recorded easement. Regulated utility facilities consist of the regulated utilities as defined by the Public Service Commission. The

conveyance of MHTC-owned property wherein lay regulated utility facilities, may have implications to the continued presence of the utility facilities in their existing location and the utility providers who own such facilities. It is important to maintain the continuity of utility facilities for the general public; therefore, to identify and minimize potential negative impacts to the present existing location of the utility facilities, the Offeror shall involve utility providers and consider their input in the conveyance processes.

- e. Provide for other consulting services as directed.
2. Marketing Services: For each selected property, or with MHTC approval, group of properties, the marketing services may include the performance of the following by the Offeror:
- a. Act as the MHTC's (the seller's) broker and, in doing so, comply with all applicable laws, rules, regulations, industry directives guiding the real estate broker profession, including avoid any real or perceived conflict of interest. All listed properties shall be marketed as publicly available for sale. Offeror's proposal shall include a method of solicitation of offers to purchase the property, as well as selecting among multiple offers on a property, when multiple offers are tendered. All document forms to be used for the listing, sale, conveyance, etc., are to be provided by MHTC in standard form. These standard forms are available to the offerors upon request. Any revision thereto proposed by the Offeror or the prospective purchaser is subject to approval by MHTC in MHTC's sole discretion.
  - b. Provide for the cooperative use of all other brokers in good standing with the Missouri Real Estate Commission. The cooperating broker may represent the buyer or the transaction.

Categorical Exclusion:

MoDOT shall provide an environmental document in the form of a Categorical Exclusion (CE) determination for each site at the time the property is assigned to the successful Offeror. No sale can proceed without a CE. Offeror shall abide by the requirements, if any, established therein. The CE shall not constitute a specific representation as to the environmental condition of the property. Offeror shall bring each property to market with the idea that no potential purchaser shall rely on the findings of the CE, but shall pursue their own due diligence as to the environmental state of the property.

Progress Report:

In the performance of said services, it is expected that the Offeror shall report the progress of each listed property on a monthly basis. The Offeror shall include a sample progress report with explanations on what the report contains.

**(C) Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

### **SECTION (3): AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to post-award negotiated contracts. These same contract provisions will appear in the post-award negotiated contracts. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Central Office Right of Way Liaison is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the designated representative. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the designated representative throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror 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 MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP 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 RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

**(G) MBE/WBE Participation Encouraged:**

1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
2. Offerors 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. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

**(H) Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror 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.*).

**(I) Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) 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 Offeror hereby certifies that any employee of the Offeror 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 Offeror 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 Offeror 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.

**(J) Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror 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.

**(K) 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/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/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 1.

- (L) **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 2.
- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should 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 Offeror.

- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
  2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, 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



3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** It shall be the Offeror's responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.
  - a. Any and all communication from Offeror's regarding specifications, requirements, competitive proposal, etc., must be directed to the **RFP Buyer of Record** listed herein, unless the RFP specifically refers the Offeror to another contact. Such communication should be received by the date noted in **Section 1: Schedule of Events**.
  - b. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.
5. **Official Position of MHTC:** Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
6. **Interview Conference:** After an initial screening process, a technical question and answer conference, interview or oral presentation may be conducted, if deemed necessary to clarify or verify the Offeror(s)' submitted documentation and to develop a comprehensive assessment of the documentation submitted.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Experience, Expertise and Reliability.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The MHTC will also consider any additional information the Offeror believes will be beneficial to the MHTC in evaluating the Offeror's qualifications. However, any elaborate brochures or voluminous examples are not required nor desired.

**Real Estate Services Provider Information Form:** Realtor shall complete and submit Exhibit 3 in addition to all other requested documentation per the RFP.

- a. This information will be used to determine if your firm meets the requirements for a possible agreement with the MHTC to provide the services described herein.
- b. Include documentation to support this information.

In addition to the answers to specific information on the Offeror(s)' experience, the MHTC is interested in the reasons the Offeror believes it should be selected to provide the services described herein. In particular, the MHTC is interested in the unique capabilities of the Offeror. The Offeror(s) should be specific as to the exact services it is requesting to be qualified for and relate this discussion to how the MHTC will benefit from selecting the Offeror(s).

2. **Performance capacity and capability of the Offeror to meet project schedule.** This section should also include the following elements:
  - a. Current or projected workload; ability and capacity to perform the services in a timely manner.
  - b. Methodology to be used.
  - c. Innovative ideas/approaches.
  - d. Cost savings ideas/methods.
3. **Personnel.** Information presented in this section should highlight the Offeror(s)' previous experience, as well as any related work with other state agencies or local governments in Missouri. This section should include information only on the individuals who will perform work on this project. The submission should include:
  - a. Listing of the individuals or sub-consultants to be utilized for a specific discipline.
  - b. Details of qualifications of the individuals and sub-consultants to be assigned to the project to include:
    - Individuals or subconsultant resume, background and training, business and professional, academic affiliations. If subconsultants are to be utilized, their experience and credentials must be presented and the methods by which these subconsultants will participate in the process should be stated.
    - An outline of the proposed function of each individual in the proposed engagement.
    - Each individual's office location.
    - Each individual's current project assignments.
  - c. An organizational chart for this project.
4. **References.** List at least three (3) references for which the firm, individuals, or sub-consultants provided which are similar in nature to the services requested in this proposal. *MHTC reserves the right to determine which references to call and whether or not to call all references for all Offerors.* Limit these references to contacts within the State of Missouri to whom you have provided similar services over the past three (3) years. The reference list should include:
  - c. The client's name, address, telephone number and fax number;
  - d. a brief description of work satisfactorily completed with location;
  - e. dates of contracts;
  - f. names and addresses of owners, and
  - g. name of contact person.

5. **Offeror(s)' proximity to, and knowledge of, the property areas.** The Offeror may choose to provide a proximity map with detail as to distance and/or travel time requirements to each area within each District.
6. **Affirmative Action Program.** Offerors are encouraged to submit copies of existing affirmative action programs. Please refer to Section 3, Paragraph (G), as noted herein, for additional information.
7. **Overall Clarity and Quality of Proposal.** The Offeror is encouraged to detail other information that the Offeror may deem to be advantageous to demonstrate understanding and approach to the work.

**(C) AWARD, EVALUATION CRITERIA AND PROCESS**

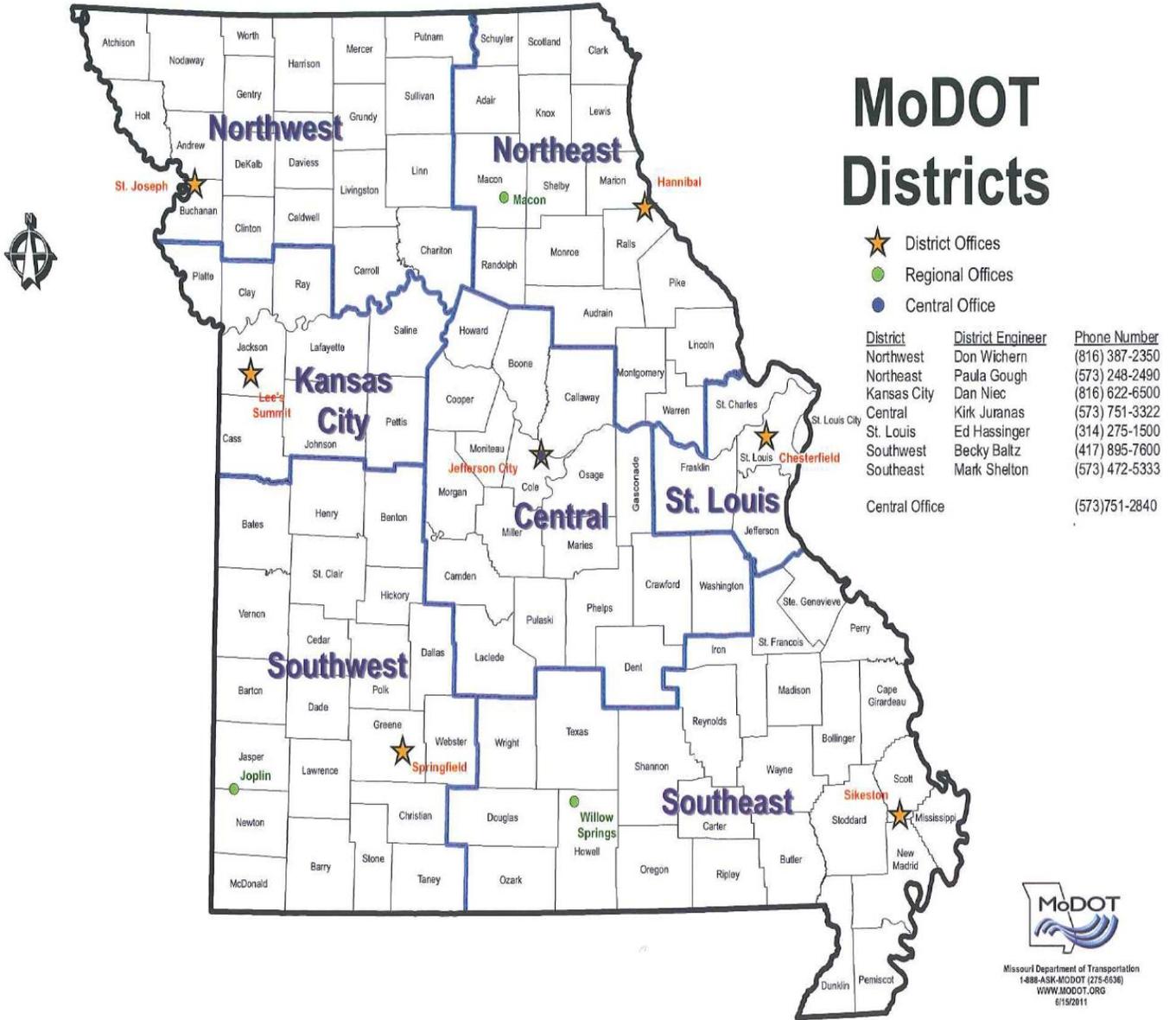
1. **Multiple Awards:** The MHTC reserves the right to make awards that are in the best interests of the MHTC, that may include, but not necessarily be limited to, the following award structures:
  - a. Issuance of an individual agreement, per District, for Real Estate Services, or
  - b. Issuance of multiple agreements, per District, for Real Estate Services.

Further, multiple awards may also be issued based on the Firm's proximity to the project areas as provided for in this RFP.
2. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
  - a.. Experience, expertise and reliability;
  - b. Capacity and capability of the Offeror to meet project requirements
  - c. Firm's proximity to, and knowledge of, the project areas.
  - d. Fees/Commission Information
  - e. Recommendations from references
  - f. The affirmative action program of the Offeror, and
  - g. Overall clarity and quality of proposal
3. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
4. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

**(D) PRICING**

1. **Fee/Commission Information:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. In response to this RFP, the Realtor shall include an outline of his/her fee/commission schedule/structure for each type of property listed by the Realtor (i.e.: commercial, residential, farm, etc.).

**ATTACHMENT A: DISTRICT BOUNDARIES MAP**







**EXHIBIT 3 - Page 1 of 1**

**REAL ESTATE SERVICES PROVIDER INFORMATION FORM**

Missouri Department of Transportation  
105 West Capitol Avenue  
P.O. BOX 270  
Jefferson City, MO 65102



<b>SECTION A: Real Estate Services Provider Information</b> <i>Clearly print all information</i>			
Name:		Contact Title:	
Mailing Address (Room, Apt., Suite No., & Street Address or PO Box)			
City		State	Zip Code
Corporate or Firm name:			
Current position in Firm:			
Duration of association with above named Firm:		Are you licensed in Missouri? --- Yes --- No <b>(attach documentation)</b>	
		Number of years:	
What is the annual volume of sales for the past 5 years? <b>(attach documentation)</b>			
1st year \$ _____, 2nd year \$ _____, 3rd year \$ _____, 4th year \$ _____, 5th year \$ _____			
Telephone Number ( )		Fax Number ( )	
Email Address:			
Business Status: MBE, WBE, DBE, or N/A ~ Please submit a copy of your certification letter(s) or certificate(s).			
<b>SECTION B: Real Estate Designations</b> <i>Clearly print all information – attach documentation</i>			
List the Designations held in professional organizations: <b>(attach documentation)</b>			
<b>SECTION C: Real Estate Services</b> <i>Clearly print all information</i>			
List the types of services to be provided: (use additional pages if necessary)			
<b>SECTION D: Servicing District Locations</b>			
<b>Circle all that apply.</b> (See <b>Exhibit F</b> for District Boundaries Map).			
STATEWIDE (Covers all Districts)	NORTHWEST DISTRICT	NORTHEAST DISTRICT	KANSAS CITY DISTRICT
CENTRAL DISTRICT	ST. LOUIS DISTRICT	SOUTHWEST DISTRICT	SOUTHEAST DISTRICT
<b>SECTION E: Signature</b>			
To the best of my knowledge the above information herein is true and accurate as of this date:			
Print Name		Title	
Signature		Date	

## EXHIBIT 4 – Page 1 of 1

### REALTOR POINTS ASSESSMENT – 90 Points Possible

Prior to a listing being offered to a Realtor, the MHTC will review possible providers from those listed in the District where the property is located. The below criteria will be used to assist with that process. The highest ranked Realtor will be further reviewed and scored on their fees. The Realtor ranked the highest per all criteria in this assessment will be offered the listing.

1. What percentage of Realtor's business is the real estate market? *10 points available.*

90-100% = 10 pts      70-89% = 5 pts      50-69% = 3 pts      under 50% = 1 point

2. Designations held by the Realtor. *2 points for each designation up to a total of 20 points.*

<input type="checkbox"/> CRS	Certified Residential Specialist
<input type="checkbox"/> CRB	Certified Residential Broker
<input type="checkbox"/> CCIM	Certified Commercial Investment Manager
<input type="checkbox"/> GRI	Graduate Realtor Institute
<input type="checkbox"/> ABR	Accredited Buyer Representative
<input type="checkbox"/> ABRM	Accredited Buyer Representative Manager
<input type="checkbox"/> SRES	Seniors Real Estate Specialist
<input type="checkbox"/> ALC	Accredited Land Consultant
<input type="checkbox"/> CIPS	Certified International Property Specialist
<input type="checkbox"/> RSHS	Resort and Second Home Specialist
<input type="checkbox"/> Other	_____

3. Realtors experience/success in marketing properties of similar characteristics to the subject property. Obtain verifying documentation. *10 points available.*

Number of properties sold in past 24 months similar to subject property: \_\_\_\_\_

5 or more sold = 5 pts      3-4 sold = 3 pts      1-2 = 1 point

Average Days on Market (ADM) for all these properties: \_\_\_\_\_

ADM ≤ 30 days = 5 pts      ADM is 31 - 90 days = 3 pts      ADM is > 90 days = 1 point

4. Firm's proximity to the subject location. *10 points available.*

Office ≤ 50 miles from subject property = 10 points      > 50 miles = 5 points

5. Realtor's membership with the Multiple Listing Service (MLS) servicing the subject property. Obtain verifying documentation from pre-approved Realtor. *10 points available.*

MLS membership:  YES (10 pts)       NO (0 pts)

6. Realtor's on-line property search service availability. Obtain verifying documentation. *2 points for each service up to a total of 10 points.*

<input type="checkbox"/> CoStar	<input type="checkbox"/> Loopnet
<input type="checkbox"/> CoStar Showcase	<input type="checkbox"/> Commercial Information Exchange (CIE)
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

7. Number of MHTC properties listed by the Realtor in the prior 12 months. *10 points available.*

0 listings = 10 pts      1-5 listings = 7 pts      5 or more listings = 5 pt

8. Fees/commission for marketing and successful conveyance of the subject property. **NOTE:** MHTC will compare the fees/commission of the top ranked Realtors, as they are rated herein, to determine the fee/commission. *10 points available*

Lowest = 10 points      2<sup>nd</sup> Lowest = 5 points      3<sup>rd</sup> Lowest = 3 points

**EXHIBIT 5: SALES AGREEMENT-RW 22: (page 1 of 5)**

CCO FORM:	RW22	ROUTE
Approved:	4/96 (RMH)	COUNTY
Revised:	01/11 (AR)	JOB NO.
Modified:		FEDERAL NO. _____
		PARCEL NO.
		EXCESS NO.

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SALES AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Seller") and \_\_\_\_\_ (hereinafter, "Purchaser").

WITNESSETH:

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and convey to the Purchaser a tract of land lying situated and being in the County, State of Missouri, the general location of which is as follows:

*[Insert general description of the location of the subject tract of land.]*

The exact legal description of the tract of land that is the subject of this Agreement shall be determined by a survey to be prepared by a licensed surveyor as further provided for in this Agreement, and shall appear in the quitclaim deed.

WHEREAS, the Seller agrees to sell and convey the above-described property within ninety (90) days from the date hereof upon the prompt and full performance by the Purchaser.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) PURCHASE PRICE: \_\_\_\_\_ dollars (\$ \_\_\_\_\_) will be paid to the Seller as follows:

(A) Ten Percent (10%) Earnest Money: The Purchaser hereby tenders to the Seller, at the signing of this Agreement, a sum equal to ten percent (10%) of the total purchase price as earnest money on the above-described property, \_\_\_\_\_ dollars (\$ \_\_\_\_\_). This earnest money deposit is to be forfeited in case of default in the payment of the total purchase price and any special terms of this Agreement, as set forth below.

(B) Balance of Payment: The Purchaser agrees to pay the balance of said consideration by a cashier's check or money order for this sale upon final approval of the Agreement by the Seller and delivery of the executed deed to the Purchaser within the above specified ninety (90) day period for completing this transaction. The balance to be paid by the Purchaser to the Seller is \_\_\_\_\_ dollars (\$ \_\_\_\_\_). If the sale is not approved by the Seller and the transaction is not closed within this ninety (90) day time limit, the entire Agreement shall become null and void and the earnest money deposit heretofore made to the Seller shall be returned to the Purchaser.

**EXHIBIT 5: SALES AGREEMENT-RW 22: (page 2 of 5)**

I. *(Use the following paragraph when access/abutters rights are being reserved or controlled. Delete this note when done.)*

(2) ABUTTERS RIGHTS: The deed of conveyance will contain a reservation for limitation of access unless no access rights are being reserved.

(description or "no access rights reserved")

II. *(Use the following paragraph when utilities are located on the realty asset. Delete this note when done.)*

(3) UTILITIES RESERVATIONS: A utility clause will be included in the deed of conveyance if there are utilities on the property.

III. ***(Use one of the three following paragraphs as applicable when the survey is not yet complete. Delete this note when done.)***

(4) SURVEY: The Seller will cause the property to be surveyed by a registered land surveyor at its sole cost and at no cost to the Purchaser.

(4) SURVEY: The Purchaser will cause the property to be surveyed by a registered land surveyor at *his/her/their/its* ***[select one as applicable then delete this note and the brackets]*** sole cost and at no cost to the Seller.

(4) SURVEY: Full legal description to be determined by survey. The Purchaser will cause the property to be surveyed by a registered land surveyor at *his/her/their/its* ***[select one as applicable then delete this note and the brackets]*** cost. The cost of the survey will be deducted from the final sale price due from the Purchaser to the Seller at closing.

IV. ***(Use the following paragraph when special conditions apply. Delete this note when done.)***

(5) SPECIAL CONDITIONS (such as curbing, fencing, drainage, access): The completion of any special conditions, as set out below, and the application of any permits, as necessary, shall be completed before the sale is closed.

(description)

(6) CONVEYANCE: Conveyance will be by quitclaim deed releasing any and all interest the Seller has in the above-described property. It is incumbent upon purchasers to seek their own professional opinion as to the resulting state of the title. The Seller will not provide a commitment for title insurance, supplemental abstract or property survey. If the Purchaser desires to obtain a commitment for title insurance or a supplemental abstract, and if in so doing the Purchaser determines that the requirements for obtaining fee title are unsatisfactory, the Purchaser shall have thirty (30) days from date of signing this Agreement in which to advise the Seller in writing of the unsatisfactory requirements and void the contract. Purchaser will be responsible for payment of all fees associated with recording the conveyance documents.

(7) ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between the parties. Any change in this Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Purchaser and the Seller.

(8) SELLER (COMMISSION) REPRESENTATIVE: The Commission's district engineer is designated as the Seller's representative for the purpose of administering the provisions of this Agreement.

**EXHIBIT 5: SALES AGREEMENT-RW 22: (page 3 of 5)**

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Purchaser shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) ASSIGNMENT: The Purchaser shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Seller.

(11) NONWAIVER: No delay or failure by either party to exercise or enforce any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise provided herein.

(12) EXTENSION OF CLOSING DATE: If both parties are in agreement, the time period for closing this transaction can be extended by attaching an "Addendum" specifying a new date for closing.

(13) APPROVAL OF COMMISSION: This sale is subject to the approval of the Commission and is not final until it has been approved by the Commission. Should the Commission, in its discretion, not approve this transaction, this contract shall be null and void and the Purchaser's earnest money deposit shall be returned to the Purchaser within ninety (90) days of the consideration of the Agreement by the Commission.

*[Remainder of Page Intentionally Left Blank]*

**EXHIBIT 5: SALES AGREEMENT-RW 22: (page 4 of 5)**

IN WITNESS WHEREOF, the said parties herein have executed this Agreement on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

PURCHASER:

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

*[Remainder of Page Intentionally Left Blank]*

**EXHIBIT 5: SALES AGREEMENT-RW 22: (page 5 of 5)**

**V. (Use the following page for extension of closing date. Delete this note when done.)**

**EXTENSION OF CLOSING DATE ADDENDUM**

The undersigned agree that this Addendum shall become a part of the Sales Agreement executed on between the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, as Seller, and, \_\_\_\_\_, as Purchaser, for the property as set out in said Sales Agreement.

In addition to the provisions of the Sales Agreement, the parties agree that the date in which the Seller is to deliver an executed deed to the Purchaser is extended to

\_\_\_\_\_.

Signed on \_\_\_\_\_, 20\_\_\_\_,

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Signed on \_\_\_\_\_, 20\_\_\_\_,

Purchaser

\_\_\_\_\_  
\_\_\_\_\_

*[Remainder of Page Intentionally Left Blank]*

**EXHIBIT 6: EXCLUSIVE RIGHT TO SELL AGREEMENT RW29** (page 1 of 5)

CCO FORM: RW29  
Approved: 11/97 (RMH)  
Revised: 02/10 (AR)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
EXCLUSIVE RIGHT TO SELL AGREEMENT**

THIS AGREEMENT is entered by and between the Missouri Highways and Transportation Commission, (hereinafter "Owner") and \_\_\_\_\_, hereinafter "Broker").

WITNESSETH:

WHEREAS, the Owner desires to sell the following: \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Property"); and

WHEREAS, the Broker represents itself to be a real estate broker licensed by and under the laws of the state of Missouri; and

WHEREAS, the Broker agrees to sell and market the above-stated real property;

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) **BROKER'S EXCLUSIVE RIGHT TO SELL:** The Owner and the Broker agree that the Property is listed by the Owner with the Broker on an exclusive right to sell basis such that the Broker has the sole and exclusive right to sell the Property.

(2) **DURATION OF AGREEMENT:** The term of this Agreement shall commence upon the execution of this Agreement and shall end on \_\_\_\_\_, 20\_\_\_\_, or unless terminated by the Owner.

(3) **TERMS OF AGREEMENT:** The Property description and the terms upon which the Broker agrees to endeavor to sell the Property are as follows:

(A) Property: (address)

(B) Suggested Sale Price: \$ \_\_\_\_\_

(C) Sale Terms: Acceptable to the Owner, or such other terms to which the Owner shall agree in writing.

(D) The Broker shall execute the "Broker's Duties and Obligations", which is attached to this Agreement as "Exhibit A".

(4) **BROKER FEE:** The Owner shall pay the Broker a fee if any of the following occur:

(A) The Property is sold by the Broker, Owner, or by any other party during the term of the Agreement.

**EXHIBIT 6: EXCLUSIVE RIGHT TO SELL AGREEMENT RW29” (page 2 of 5)**

(B) If, within an additional period of one hundred and eighty (180) days following the expiration of this Agreement, the Property is contracted to be sold to any party whom the Broker has contracted and whose name was disclosed to the Owner by the Broker prior to the expiration of the Agreement.

(C) If at any time after the expiration of the Agreement, the Owner and purchaser of the Property (whose name was previously disclosed to the Owner by the Broker in writing) continue to actively negotiate a sale of the Property and such sale is ultimately reached between the Owner and the purchaser.

The Broker shall be paid only upon an agreement being ultimately consummated between the Owner and the purchaser.

(5) AMOUNT OF BROKER FEE: The amount of the fee shall be \_\_\_\_\_ percent (\_\_\_\_%) of the sale price of the Property which is received by the Owner. The fee to the Broker shall be paid upon the closing of the property. The Owner will acknowledge the fee in the sales contract with the purchaser. The Broker shall not be authorized to bind the Owner or to execute a sale contract. In the event a deposit is made on a sale and such deposit is later forfeited, one half of the deposit will be paid to the Broker. However, such payment to the Broker shall not be in excess of the fee to which the Broker would have been entitled to receive under this Agreement.

For purposes of this Agreement, the term "sale" shall include any exchange, trade or option of the Property, as well as any lease of the Property. In the event of any exchange or trade of the Property, the Broker fee shall be calculated at the above-stated percent of the total value of the consideration received by the Owner in connection with such exchange or trade of the Property. In the event of any option of the Property, the Broker fee shall be calculated at the above-stated percentage when and if such option is exercised and the Property is sold. In the event of any lease of the Property, the Broker fee shall be calculated at \_\_\_\_\_ percent (\_\_\_\_%) of the gross value of the lease.

(6) REIMBURSEMENT FOR EXPENSES: The Owner will reimburse the Broker for all reasonable costs incurred by the Broker in marketing the Property, including, but not limited to, marketing brochures and signs. The Owner retains the right to approve all marketing of the Property by the Broker. However, in the event a sale of the Property is reached and the Broker receives its fee pursuant to this Agreement, the Broker agrees to bear all marketing costs.

(7) REFERRAL OF INQUIRIES: The Owner will refer all inquiries of the Property to the Broker during the Agreement.

(8) BINDING AGREEMENT: This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Owner and the Broker.

(9) AUTHORITY TO EXECUTE: The Owner covenants that it is the only owner of the Property.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Owner and the Broker.

**EXHIBIT 6: EXCLUSIVE RIGHT TO SELL AGREEMENT RW29” (page 3 of 5)**

(11) OWNER REPRESENTATIVE: The Owner's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Owner's representative may designate by written notice other persons having the authority to act on behalf of the Owner in furtherance of the performance of this Agreement.

(12) BROKER REPRESENTATIVE: The Broker's \_\_\_\_\_ is designated as the Broker's representative for the purpose of administering the provisions of this Agreement. The Broker's representative may designate by written notice other persons having the authority to act on behalf of the Broker in furtherance of the performance of this Agreement.

(13) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Broker  
[NOTE: Other Party's Representative Designated in Paragraph 12]

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile No: \_\_\_\_\_

(B) To the Owner:  
[NOTE: Owner Representative Designated in Paragraph 11]

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile No: \_\_\_\_\_

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(14) NONDISCRIMINATION CLAUSE: The Broker shall comply with all state and federal statutes applicable to the Broker relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the 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.*).

(15) ASSIGNMENT: The Broker shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Broker, 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 this Agreement or affirm this Agreement and hold the Broker responsible for damages.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Broker shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

**EXHIBIT 6: EXCLUSIVE RIGHT TO SELL AGREEMENT RW29” (page 4 of 5)**

(18) CANCELLATION: The Owner may cancel this Agreement at any time for a material breach of contractual obligations by providing the Broker with written notice of cancellation. Should the Owner 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 Broker.

(19) AUDIT OF RECORDS: The Broker must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Owner and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(20) NONSOLICITATION: The Broker warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Broker, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) CONFIDENTIALITY: The Broker shall not disclose to third parties confidential factual matters provided by the Owner except as may be required by statute, ordinance, or order of court, or as authorized by the Owner. The Broker shall notify the Owner immediately of any request for such information.

(23) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(24) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

*[Remainder of Page Intentionally Left Blank]*

**EXHIBIT 6: EXCLUSIVE RIGHT TO SELL AGREEMENT RW29” (page 5 of 5)**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Broker this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Owner this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

BROKER

\_\_\_\_\_

By

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Commission

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

*[Remainder of Page Intentionally Left Blank]*