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REQUEST FOR PROPOSALS
RFP D611-045-RB TITLE COMPANY SERVICES

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

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**), by and through the Missouri Department of Transportation (MoDoT). One (1) original and Five (5) copies of each proposal, for a total of six (6) sets, of your sealed written proposal, 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 pm, Local time , November 1, 2010**, at the office of the **RFP Buyer of Record**:

Ms. Athena Nance, Sr. Procurement Agent
Missouri Department of Transportation, St. Louis Metro District
2309 Barrett Station Road, Ballwin, Missouri 63021,
email: Athena.Nance@modot.mo.gov.

All documents must be sealed and should be clearly marked “Title Company Services”. 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 on the **PRICE PAGE** 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 professional services in the preparation of Last Deeds of Record and/or Searches, Title Commitments, Escrow Services and Title Insurance services to MHTC and the Missouri Department of Transportation (MoDoT).

The Contractor shall provide the Proposal for Title Work, and a copy of (or proof of) a **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.

(B) Background: Title and ownership information is needed for the development of plans. Certain title information is necessary to determine if marketable title is passing to the Commission.

(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 December 31, 2011.

(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) Time Schedule: MoDOT will use the following tentative timetable in the selection process, which should result in the selection of a firm by December 15, 2010.

DATE	EVENT
Wednesday, October 13, 2010	Issue RFP and Advertise intent to solicit proposals
Wednesday, November 3, 2010	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record
Wednesday, November 10, 2010	Issuance of Amendment with resolution of any questions not otherwise addressed in this RFP
Thursday, November 18, 2010	Deadline for submission of proposals Posting of Offerors' names
November 18 through November 26, 2010	RFP Evaluation Team schedules interviews
November 29 through December 3, 2010	RFP Evaluation Team prepares recommendation
Wednesday, December 15, 2010	Agreement with selected Offeror(s) finalized

SECTION (2)
SCOPE OF WORK

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

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

(B) **Specific Requirements:** The Offeror will provide to the Missouri Department of Transportation, St. Louis Metro District Right of Way Department one (1) original and five (5) copies of a program proposal which will include the following:

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.

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.

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.

(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 a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. 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 Right of Way Director 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 Right of Way Director. 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 Right of Way Director 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) DBE/WBE Participation Encouraged:

1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, 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 (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 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.
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 Attachment 2.

(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 Attachment 3.

(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.

organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to: Ms. Athena Nance, Sr. Procurement Agent, Missouri Department of Transportation, St. Louis Metro District, 2309 Barrett Station Road, Ballwin, Missouri 63021, email: Athena.Nance@modot.mo.gov.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor.
3. **References.** Proposals 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 Offerors. Limit these references to contacts within the State of Missouri to whom you have provided similar services over the past three (3) years.*
4. **Proximity to Areas.** Proposals from Offerors that are not located within the geographical boundaries of the St. Louis Area District (Missouri Counties of Franklin, Jefferson, St. Charles, St. Louis, and St. Louis City) may not be accepted.
5. **Bonding Requirement.** The Contractor shall provide the Proposal for Title Work, and a copy of (or proof of) a **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.

(C) AWARD, EVALUATION CRITERIA AND PROCESS

1. **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 RFP within a reasonable timeframe then MHTC reserves the right to utilize the next highest contractor.

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 10%;
 - B. Proposed Method of Performance 40%;
 - C. Cost, Fees and Expenses 30%;
 - D. Recommendations from references 10%;
 - E. The affirmative action program of the Offeror 5%;
 - F. Overall clarity and quality of proposal 5%

2. **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.

3. **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 Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE TITLE COMPANY SERVICES**

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

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.

Authorized Signature of Offeror: _____

Company Title: _____

**SECTION (5):
PRICE PAGE, Cont'd. TITLE COMPANY SERVICES**

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.

Expenses	Estimated Amount
Miscellaneous (list-attach additional sheet if needed)	
Total	

ATTACHMENT 2: ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)

) ss

COUNTY OF _____)

On the ____ 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, stated as follows:

- I, the Affiant, 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, the Affiant, am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, 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, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by 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.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by 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, the Affiant, 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, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

 Affiant Signature Affiant’s Social Security Number or
 Applicable Federal Identification Number
 Subscribed and sworn to before me in _____, _____, the day and
 year first above-written.

 Notary Public
 My commission expires:

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

ATTACHMENT 3: APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

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

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 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 or
Number or Applicable Federal Identification Number
Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public My commission expires: