



LEGAL NOTICE

REQUEST FOR BID SEALED BID 11-180

For

Title Services (2nd rebid)

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Title Services (2nd rebid)**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One original and one [1] signed copies of the bid must be received in a sealed envelope plainly marked "**Sealed Bid 11-180 Title Services (2nd rebid)**" with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 9/22/2011 at 10:00 AM , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Rick Hooker, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **09/15/2011**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered.

When payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

OPEN RECORDS

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

SPECIFICATIONS

The St. Charles County Highway Department is seeking a qualified firm interested in performing Title Services (Letter Reports, Commitments, Title Insurance, and Escrow Services) for various road and bridge projects. Projects vary in size from 1 parcel needing the title services described herein, up to 80 or more parcels. The anticipated number of parcels involved over the next 12 months is 100 +/- on 5 projects. The five projects will not all be awarded at the same time, but might overlap in execution. The selected consultant(s) will be retained for twelve months with an option for two one-year extensions. Once a consultant has been awarded a contract for a given project, they will be required to complete that project at the contracted price for that year.

The consultant will be required to perform contracted services in accordance with all rules, regulations, certifications, and guidelines of the Federal Highway Administration and the Missouri Department of Transportation (MoDOT), and the Local Public Agency Land Acquisition Manual.

The consultant must have an office within St. Charles County, St. Louis County, City of St. Louis, Jefferson County, Franklin County, Lincoln County, or Warren County from which the work will be performed.

Scope of Work

Submit the following proposal for furnishing title work on projects in St. Charles County for a period of 12 months, commencing with the Notice to Proceed and extending 365 calendar days from said Notice to Proceed or the conclusion of title services needed on any project on which title commitments have been issued. The bid on each section of this proposal is independent of the bid on the other sections and the ordering of preliminary title work or title commitments may not necessitate escrow services or title insurance.

Vendors must guarantee the quoted prices for a period of one year as long as the County issues work for at least 30 parcels and does not exceed 150 parcels during the 365 day contract period. The county, with the consent of the vendor, shall have the option for two (2) one-year extensions, under the same terms and conditions. The county reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

1) Letter Report:

- a) Bid will be per parcel.
- b) Submit one photocopy or typewritten information showing the legal description and grantee in the last indicated transfer of title record for lands within or adjacent to proposed roadway improvements. This submission is to be for the purpose of completion of roadway planning and it is understood that the undersigned Title Company shall have for such preliminary submission no liability to St. Charles County Highway Department for erroneous information furnished after the exercise of reasonable care.
- c) Each Letter Report shall contain the following:
 - i) Legal description of the property.
 - ii) GRANTEE(S) named in the last recorded deed.
 - iii) Unsatisfied mortgages of record.

- iv) Tax information, including any Tax Liens.
- v) Judgments.
- vi) Mechanic Liens.
- vii) Bankruptcies.
- viii) Other information found about the property that might be useful to the County during ROW acquisition.

2) Informational Title Commitments (Info Binders):

- a) Bid will be per parcel for which a commitment is requested.
- b) Where contiguous lots, parcels or tracts of land are owned by the same party, only one commitment will be issued and a charge for only one commitment will be made on such several contiguous lots, parcels or tracts of land so owned.
- c) Each commitment shall contain the following:
 - i) Book and page of the instrument whereby the present owner acquired title.
 - ii) A listing of all Easement encumbrances on the property.
 - iii) A listing of all conveyances affecting the realty within five years prior to the date of commitment, indicating the names of the grantors and grantees, type of instrument and the books and pages of their recordation.
 - iv) In the event there are no conveyances within five years prior to the date of the commitment, it shall be so indicated upon the commitment.
 - v) All conditions precedent, which must be met for the issuance of title insurance and all exceptions which shall be set forth within insurance policy.
 - vi) For each instance in which an affidavit, quitclaim deed, etc., is required, the commitment will set out from whom the instrument is to be obtained in order to clear title to a point where it is insurable.
 - vii) List locator numbers.
 - viii) Provide owner's mailing address, if available
 - ix) Copies of exceptions of conveyances.

3) Chain of Title:

- a) If more than one chain of title is involved in contiguous lots, parcels or tracts an additional fee may be charged for Chain of Title.
- b) The bid price should include the cost for each additional chain above one for each set of contiguous lots.

4) Updated commitments:

- a) The vendor shall provide updates to title commitments, free of charge, upon request of the County made within 120 days of the date of delivery of the original commitment.
- b) The cost for posting or updating such commitments after 120 days shall be bid per update per parcel.

5) Escrow Services:

- a) Payment will be made for the closing of the transaction relating to each parcel wherein the Bidder acts as Escrow Agent. Bid will be per parcel.

- b) This charge will include all services to be performed in accordance with the Escrow Agreement, a copy of which is available at the Highway Department, and the furnishing to the County and owners of a closing statement, an example of which is also available at the Highway Department, showing in detail the disbursements as to each parcel. No additional charge will be made against any other party to the transaction.
- c) Also, to report to the Department of the Treasury, Internal Revenue Service Regulation (IRS) in reporting Real Estate Transactions at the time of closing on the Federal Form 1099-S (Proceeds from Real Estate Transactions). The reporting requirement applies to most sales or exchanges of real estate closed after 1990, effective beginning January 1, 1991.
- d) Escrow services shall also include the recording of all documents involved in the transaction and the Escrow Agent shall make the initial payment to the recorder of the recording fee and will be reimbursed by the County in addition to the above escrow fee for the actual recording costs paid to the Recorder of Deeds.
- e) The consultant will be expected to make all reasonable attempts to obtain necessary partial releases. After a reasonable amount of time when a reasonable number of attempts have been made to obtain the necessary releases if the releases have not been obtainable, the escrow agent shall contact the County and describe what attempts have been made. Once the escrow agent and the County agree that a reasonable effort has been made to no avail the escrow agent will return the original documents to the County to obtain the property through condemnation.
- f) The successful Bidder shall be able to provide upon request from the County 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 County financial responsibility to act as Escrow Agent. When a security bond is used, it will be kept in force at all times during the duration of this proposal. If canceled or changed to another bonding company, the County will be advised and a copy of the new bond provided.

6) Title Insurance:

- a) Bid will be for the fee per \$1,000.00 of coverage.
- b) Title insurance will be provided for each parcel in a face amount equal to the purchase price of the property. Purchase price shall include the amount paid to all fee owners, lessees, lien holders and other parties having an interest in the title to the property.

7) Time of Completion for Letter Reports:

- a) Bidder, if awarded this contract agrees to complete and deliver to County's representative all designated title data within the number of days bid after receiving a "Notice to Proceed" with Letter Reports (Assume 50 parcels in an award, time may be adjusted per project).
- b) Bidder agrees that in the event of failure to comply with the time schedule as set out, the County's representative has the privilege and authority to terminate this contract by serving written "Notice of Termination" and Bidder will be paid (only) for the title data and/or services which have been completed and delivered prior to delivery of such notice.

- c) Bidder will complete all requested title service activity (letter report, commitment, escrow services and title insurance) on any parcel for which a letter report has been ordered in this 12 month period.

8) Time of Completion for Title Commitments:

Bidder, if awarded this contract agrees to complete and deliver to County's representative all designated title data within the number of days bid after receiving a "Notice to Proceed" for Title Commitments (Assume 5 parcels in a given request, time will be adjusted per request if over 5).

- 9) Each Prospective Bidder shall complete the attached Proposal sheet for each of the eight items for which proposals are requested. The quantities will be used for analysis of proposals only. Selected Title Companies will be compensated at the unit price proposed for each item of work performed. The 2nd and 3rd year columns will be used if the County and Bidder agree to extend the contract for subsequent years.
- 10) Contracts may be awarded to more than one Title Company, based on the needs of the County.

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

BID FORM

SB 11-180

Title Services (2nd rebid)

BID OPENING DATE: 9/22/2011 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

	Item	Unit Price	Quantity for Bid Analysis	Total Bid	Unit Price Year 2	Unit Price Year 3
1	Letter Reports		100			
2	Informational Title Commitment "Info Binders"		20			
3	Chain of Title Report		10			
4	Commitment Update "If greater 120 days"		5			
5	Escrow Services		75			
6	Title Insurance "Per \$1,000"		400			
	Total Bid				NA	NA
7	Days to deliver up to 30 Letter Reports		NA			
8	Days to deliver up to 5 Info Binders					

Authorized signature

Date _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all bid terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office held)

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to _____

(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that
_____ does not and will not
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the _____

(Describe project or insert bid number)

for the duration of the contract.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary
(Day) (Month & Year)

Public within the County of _____, State of _____, and my
commission expires on _____.

Signature of Notary

Date