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REQUEST FOR PROPOSALS

#6-130314RJ LEGISLATIVE CONSULTING 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**). Five (5) copies of each proposal must be mailed in a sealed envelope to Rebecca L. Jackson, CPPO, CPPB, Procurement Manager, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office, 830 MoDOT Drive, Jefferson City, Missouri. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., March 14, 2013.

MHTC reserves the right to reject any and all proposals 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 Legislative Consulting services to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** MoDOT plans, designs, constructs and maintains 33,701 miles of highways and 10,405 bridges – the nation’s seventh largest state highway system, with more miles than Iowa, Nebraska and Kansas’ systems combined. Missouri also has more major river bridges, 53, than any other state. Missouri ranks 41st nationally in revenue per mile, primarily because the state’s large system is funded with one of the lowest fuel taxes in the country.

MoDOT is also responsible for other modes of transportation such as aviation, railroads, waterways, public transit, freight development, bicycle and pedestrian transportation. In these areas, most of MoDOT’s funding comes from federal sources or from state sources that must be appropriated by the Legislature.

MoDOT makes substantial investments in the transportation system throughout the state of Missouri, serving as custodian for the preservation, maintenance and enhancement of the state’s transportation system. The object of this RFP is to retain a firm for the purposes of obtaining maximum federal funding for all modes of transportation by increasing Missouri’s presence on the national level.

- (C) **Fiscal Year:** The state fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The original contract period shall start on the date that the post-award contract agreement is signed by the Offeror and MHTC and shall be effective through December 31, 2013.
- (E) **Renewals/Extensions:** The contract shall not bind, nor purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or a portion thereof. In the event MHTC exercises its contract extension options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods’ pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank or are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price or increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror’s renewal amounts.

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

- (A) **Services:** The Offeror shall provide the following Legislative Consulting Services to ensure the MHTC obtains maximum federal funding for all modes of transportation by increasing Missouri's presence on the national level:
1. Develop strategies and goals to achieve MHTC's and MoDOT's federal priorities with congressional members and federal agencies.
 2. Determine the impact that federal amendments, legislative proposals, rules and regulations may have on MoDOT's overall operations.
 3. Work to obtain maximum federal transportation funding for Missouri.
- (B) **Specific Requirements:** The Offeror shall complete the following tasks:
1. Track and report activities (via email) to the Governmental Relations Director on a weekly basis on any and all transportation-related federal legislation (proposed or amended) and rules and regulations that could impact Missouri's state highways and bridges and other modes of transportation, including, but not limited to, transit, rail, port, and aviation.
 2. Prepare written reports, as requested by the Governmental Relations Director, on selected transportation-related issues.
 3. Prepare weekly legislative reports/briefing for the Governmental Relations Director.
- (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 Governmental Relations 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 Governmental Relations 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 Governmental Relations 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) **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 (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/files/programs/gc_1185221678150.shtm.

2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 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 for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Rebecca L. Jackson, Procurement Manager, as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
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:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Rebecca L. Jackson, CPPO, CPPB, Procurement Manager, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-7930 or Rebecca.Jackson@modot.mo.gov.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in providing the requested services. An Offeror must provide the following information:
 - a. A brief description of the history and organization of the Offeror,
 - b. A description of similar contracts held by the Offeror over the past five years. This must include a description of the services provided, contact name, telephone number and email address,
 - c. A complete list of current clients. This list must include a contact name, telephone number and email address,

2. **Proposed Method of Performance.** The proposal must clearly identify the Offeror's method of performing the services as specified. An Offeror must provide the following information:
- a. A description of the techniques, approaches and methods to be used while serving in this role,
 - b. Describe five (5) instances in which your firm was successful in obtaining funding for an organization similar to MoDOT,
 - c. Specify Offeror's particular area of expertise and how those strengths will benefit MoDOT,
 - d. Describe Offeror's unique characteristics which set the firm apart from others who perform the same or similar services, and
 - e. Describe Offeror's plan for accomplishing the services described in the RFP.
 - f. Identify the project manager and each individual who will work as a part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc.
 - g. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
4. **References.** Proposals should indicate the name, title and telephone number of at least three officials of Offeror's clients in organizations similar to MoDOT within the past five years.

(C) **EVALUATION CRITERIA AND PROCESS**

1. **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. Proposed Method of Performance (35%);
 - B. Experience, expertise and reliability (25%);
 - C. Cost, Fees and Expenses (20%);
 - D. Recommendations from references (20%);
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 - Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. The proposed fees must be as described in Section (5), Price Page. The identified pricing page must be signed, dated and returned with the Offeror's proposal.

SECTION (5): PRICE PAGE

- (A) **FEE SCHEDULE:** The Offeror shall submit all fees for providing the services defined in the Scope of Work. Offerors may submit proposals based on a lump sum basis payable monthly over the course of the contract period(s) or on an hourly fee basis. Offereor's fees shall not include travel and related expenses which are to be presented in accordance with paragraph B, below. All proposals must include a maximum not-to-exceed amount. The Price Page must be signed, dated and returned with the Offeror's proposal.
- (B) **EXPENSES:** List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses. Any applicable cap on out-of-pocket expenses also should be noted. This must include anticipated travel expenses to perform the described services. Offeror shall not incur travel related expenses chargeable to MoDOT without prior approval by the authorized MoDOT representative.
- (C) **MAXIMUM PERCENTAGE INCREASE:** Offerors must identify the maximum percentage increase during renewal options described in Section (1), Paragraph E above.

STATE OF _____)
) ss
COUNTY OF _____)

• 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, 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

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

Exhibit 1

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
owner or partner business name
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

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

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

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

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

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires: