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Approved: 03/16 (AR)

**REQUEST FOR PROPOSALS
FOR
COMMERCIAL MOTOR VEHICLE ELECTRONIC PRECLEARANCE
AND BYPASS SYSTEM
RFP # 6-170315DR
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Attachment 1: Official Weigh Station Sites for System Deployment in Missouri

LIST OF ACRONYMS

AASHTO	American Association of State Highways & Transportation Officials
ASTM	American Society for Testing and Materials
CFR	Code of Federal Regulations
CVISN	Commercial Vehicle Information System and Networks
FMCSA	Federal Motor Carrier Safety Administration
ITD	Innovative Technology Deployment
MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
MPH	Miles Per Hour
MSHP	Missouri State Highway Patrol
MUTCD	Manual on Uniform Traffic Control Devices
NCIC	National Crime Information Center
NLETS	National Law Enforcement Telecommunications System
PRISM	Performance and Registration Information Systems Management
RFP	Request for Proposals
SAFER	Safety and Fitness Electronic Records
WIM	Weigh In Motion (instruments installed on the highway roadway)

INTRODUCTION

This Request for Proposal (**RFP**) seeks proposals from qualified firms (**Offerors**) to furnish the described services to the Missouri Highways and Transportation Commission (“**MHTC**” or “**Commission**”) and its operating arm, the Missouri Department of Transportation (“**MoDOT**”), and the Missouri State Highway Patrol (“**MSHP**”), hereinafter “**the Departments**”. Proposals in the required format provided for in this RFP 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, Central Time, March 15, 2017**, at the office of the RFP Buyer of Record:

Debbie Rickard
General Services Director
Missouri Department of Transportation
Central Office General Services
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65109
Email: Deborah.Rickard@modot.mo.gov

All documents must be sealed and should be clearly marked “**6-170315DR Commercial Motor Vehicle Electronic Preclearance and Bypass System**”.

This RFP is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations (7 CSR 10-11).

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 SUBMITTAL CERTIFICATION BY OFFEROR

- (1) The Offeror shall provide a proposal to MHTC in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the system under the terms of this RFP.
- (3) By submission of this proposal, each Offeror and each person signing on behalf of any Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:
 - (A) This proposal has been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such proposal with any other Offeror or any competitor; and
 - (B) Unless otherwise required by law, this proposal has not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (C) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - (D) The Offeror certifies that this proposal is made without any connection with any other person/firm/organization/business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

**SECTION 1:
GENERAL DESCRIPTION AND BACKGROUND**

(A) Request for Proposal: This document constitutes a RFP from qualified Offerors to provide a Commercial Motor Vehicle Electronic Preclearance and Bypass System (**System**), for the Departments, as set forth in this RFP. Award of this RFP may be made to multiple Offerors. The location of the Official Weigh Station Sites (**Sites**) for system deployment shall be at the discretion of the Departments. The Offeror is responsible for marketing and obtaining their customers or subscribers.

The Departments are seeking a qualified Offeror who can provide an accurate and reliable system and requests proposals on how the Offeror's system could be integrated to provide this service. It is the intent of this RFP to have the successful Offeror enter into a Contractual Agreement with the Departments ("**Resulting Agreement**"), and provide an electronic preclearance and bypass system as outlined herein.

(B) Background: MHTC, in partnership with the MSHP, shares in the duty of preserving the state's vast highway infrastructure system and enforcing commercial motor vehicle licensing and safety, state laws and administrative rules. This includes, but is not limited to, the limitations on vehicle weights established in section 304.180 RSMo and the requirement for commercial motor vehicles (**Vehicle(s)**) to stop at Missouri official weigh stations established in section 304.235 RSMo. To facilitate this effort, section 304.235 RSMo also authorizes prescreening commercial motor vehicles to determine compliance with state weight limits and provides for electronic bypassing of the state's official weigh stations by these vehicles.

The MHTC is responsible and authorized under section 226.008 RSMo to administer and enforce the: (1) licensing, supervising and regulating motor carriers for the transportation of property and passengers by motor vehicles in this state; (2) registering and regulating of interstate commercial motor vehicles in this state consistent with the International Registration Plan; (3) vehicle safety provisions as set forth in state law; and (4) other commercial motor vehicle licensing and safety provisions.

The MSHP is authorized under section 304.230 RSMo to enforce commercial motor vehicle regulations.

ADDENDUM 001 - DELETION

~~**(C) Pre-Proposal Conference:** A pre-proposal conference will be held on February 15, 2017 from 10:00 a.m. – Noon, Central Time, at 830 MoDOT Drive in the Purple Room. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this RFP. Any changes resulting from this conference will be issued as a written addendum to the RFP.~~

ADDENDUM 001 - ADDITION

ADDENDUM 002 - ADDITION

(C) Pre-Proposal Conference: A pre-proposal conference will be held on Thursday, February 16, 2017 from 10:00 a.m. – Noon, Central Time, at 830 MoDOT Drive in the Gold Room. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this RFP. Any changes resulting from this conference will be issued as a written addendum to the RFP. **Any potential Offeror can email their questions to the Buyer of Record prior to the pre-proposal conference date.**

(D) Contract Period: The Contract Period for the performance of this RFP is from the date of the fully executed Resulting Agreement for a period of three (3) years. The Offeror agrees to accept the terms and conditions as stated in this RFP.

(E) Renewal Information: The contract shall not bind, not purport to bind, the Commission for any contractual commitment in excess of the original contract period. The Commission shall have the right, at its sole option, to extend the contract for two (2) optional one (1) year extensions, or any portion thereof. In the event that the Commission exercises its options to extend the contract, such extension must be accomplished by a formal contract amendment approved and signed by representatives of the Contractor and Commission.

(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 4:00 p.m. Central Time. MHTC 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
February 3, 2017	Issue RFP.
February 15, 2017 February 16, 2017	Pre-Proposal Conference.
February 22, 2017	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
February 28, 2017	Issuance of Addendum with resolution of any questions submitted.
March 15, 2017	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.
March 20-24, 2017	Oral Presentations at the discretion of the evaluation team.

**SECTION 2:
SCOPE OF WORK AND SPECIFIC SERVICES**

(A) Scope of Work: The successful Offeror agrees to provide to the Departments an electronic preclearance and bypass system for commercial motor vehicles at designated Missouri weigh stations. The system, operated by the Offeror for the Departments, will allow subscribers to be screened at speeds up to 75 miles per hour (MPH) for compliance with laws and administrative rules regarding safety, vehicle weight, and licensing/operating authority according to criteria established by the Departments. Commercial motor vehicles must meet the approved criteria to bypass open weigh stations. The objective for use of the system is to advance the efficient movement of goods and promote the economic well-being of Missouri.

(B) Specific Services: The successful Offeror agrees to perform specific services within the above stated scope of work to include, but not be limited to the following:

1. General Requirements:

A. The Offeror must install, replace, and provide an electronic preclearance and bypass system.

B. The Offeror must provide maintenance for the system.

C. The Offeror's system, through the integration of Weigh In Motion (WIM) technology, must associate the vehicle weight to the vehicle for regulatory compliance.

D. The Departments shall incur no costs associated with the deployment, installation, setup, operation and maintenance of the requested system.

E. The location of the sites to be deployed (**Attachment 1**) shall be at the sole discretion of the Departments. The Departments may consider sites proposed by the Offeror, but is under no obligation to accept any recommendation. The Departments shall designate the deployment schedule of selected sites to ensure proper coordination of roadway construction and maintenance activities. Additionally, as future sites are identified by the Departments, the Offeror will be required to deploy systems to these areas.

F. The Departments shall be solely responsible for determining the preclearance rules utilized in screening vehicle(s) for potential bypass for the system. The Departments reserve the right to modify and adjust screening rules to meet state statutory requirements, as well as for any special enforcement activity, at any time and without the consent of the Offeror.

G. The Offeror shall incur all costs associated with the system setup, training Departments' personnel on system operations including technical aspects and marketing their program to motor carriers.

2. Specific Requirements:

A. The Offeror's system shall be national in scope with comprehensive real-time WIM technology integration.

B. The Offeror's system shall be based on an identification and notification technology that is endorsed by the Federal Motor Carrier Safety Administration (FMCSA) as being Innovative Technology Deployment (ITD), formally Commercial Vehicle Information System and Networks (CVISN), core compliant for electronic screening.

C. The Offeror's system must allow the Departments to make changes to screening rules, bypass privileges, and other bypass criteria without requiring contact with the Offeror.

D. MoDOT will not provide access to WIM planning sensors owned by the Department because they do not provide the accuracy specification required for weight enforcement.

E. The proposed device(s) inside the vehicle(s) shall not be in violation of any State or Federal regulation that focuses on obstruction(s) to the driver's field of view and must not conflict with Title 49, Code of Federal Regulations (CFR) § 392.82.

F. The Offeror's proposed system shall be capable of being co-located at Missouri sites in conjunction with other systems. One or more Offerors' systems may operate at a Missouri site at the Departments sole discretion.

G. Full implementation of the identified sites shall be within eighteen (18) months of contract execution. The Offeror shall be assessed damages for failure to complete

successful implementation on time. The damages shall be based on the MSHP cost of enforcement at the scheduled site, assessed monthly, until the site is fully operational.

H. At a minimum, the system shall utilize data from the following sources: FMCSA Safety and Fitness Electronic Records (SAFER), and FMCSA Performance and Registration Information Systems Management (PRISM).

(1) The proposed system must have a demonstrated connection to the data sources prior to deployment.

(2) The system shall interface to the current and any future ITD system.

(3) The Offeror shall obtain, at no cost to the Departments, the data from other jurisdictions that do not currently participate with ITD.

(4) It is desired that additional data sources, such as National Law Enforcement Telecommunications System (NLETS) and National Crime Information Center (NCIC), supplement SAFER and PRISM data.

I. The successful Offeror's system must incorporate integrated real-time WIM technology. The technology must:

(1) Determine weight compliance at speeds up to 75 mph.

(2) Accurately correlate the WIM event record to the activating Offeror subscriber vehicle.

(3) Utilize WIM component technology that is minimally disruptive to traffic and the traveling public.

(4) At a minimum, capture weight event records for all right-lane vehicles. System designs that incorporate a multi-lane configuration must be able to differentiate and identify parallel vehicles.

(5) Be located within two miles of the official weigh station.

(6) If the proposed WIM technology is installed in the surface of the roadway, the Offeror assumes all costs associated with all initial installations, including, but not limited to, roadway resurfacing. The WIM equipment must be installed according to the American Society for Testing and Materials (ASTM) 1318-09 Type III specifications.

(7) Ongoing maintenance and replacement of the WIM technology must be the responsibility of the Offeror.

(8) The Offeror shall incur the cost of installation, setup, operation and maintenance of the system. Access to MHTC property for the installation and maintenance of the system by the Offeror shall be handled by a permit issued by MHTC to the Offeror. All work performed on MHTC property shall comply with the Manual on Uniform Traffic Control Devices (MUTCD), American Association of State Highway & Transportation Officials (AASHTO) Roadside Design Guide, and MoDOT's Standard Specifications in effect at

the time of site installation.

(9) Site survey and design plans must be completed by a licensed civil engineer and must be approved by the Departments prior to any construction or maintenance activities. All permits required for construction and traffic control must be coordinated and approved by the Departments at the expense of the Offeror.

(10) Upon the termination or expiration of the Resulting Agreement, the Offeror, at their cost, agrees to restore the State's right-of-way to its original condition, unless an explicit agreement is made with the MHTC to leave such equipment in place. Should the MHTC choose to allow the equipment to remain in place, all such equipment will become solely the property of the MHTC.

(11) Each unique WIM event record must be capable of pairing to the subscriber vehicle with 100% accuracy, except when one or more of the following conditions are present. In instances where these conditions exist, WIM records that cannot be reliably correlated at the 100% quality threshold must be automatically discarded and the subscriber vehicle must enter the official weigh station.

(a) The speed of the subscriber vehicle exceeds 75 mph.

(b) The WIM technology is inoperable or malfunctioning.

(c) The subscriber vehicle makes erratic movements or suddenly decelerates/accelerates.

(d) The communication device of the subscriber vehicle fails to authenticate with the WIM technology.

(12) The WIM technology must be calibrated, tested, and meet a field acceptance test prior to being placed in service. Calibration and testing are required annually or on an as needed basis.

J. The system must seamlessly integrate into the Open/Closed roadway signage at each facility.

K. The system must be able to accurately detect and record the compliance of all subscriber actions for following the notification device bypass/pull-in instructions.

L. The Offeror shall provide all computers, monitors, and printers necessary for preclearance screening at each site.

M. Access to this information shall be over an internet connection using a web based application and displayable on an electronic device. Additionally, the web interface will be optimized for access to the system at remote locations and in-car.

N. The Departments shall have access to all event data on subscriber vehicles at each site. In no circumstances shall any data be discarded, eliminated or made unavailable to the State. Data shall be exportable as a spreadsheet. The following data shall be available at any time:

(1) Outcome of all events.

(2) Events where the vehicle was determined to not obey the message to report to the weigh station.

O. It is desired the first site system be deployed, including testing and training, within sixty (60) days of contract execution.

P. The Offeror shall have a dedicated marketing and sales team to encourage carrier participation.

3. Successful Offeror's Responsibilities – The successful Offeror(s) shall:

A. Market carriers and enroll vehicles in its program to become subscribers.

B. Provide its bypass device to subscribers.

C. Provide training to the Departments' personnel on use of its system.

D. Provide training to the subscribers on use of its system.

E. Provide the Departments' personnel with online access to the system in order to view vehicle event details.

F. Provide technical and system on-going support services to the Departments and subscribers.

G. Maintain business rules and preclearance criteria as established by the Departments.

H. Provide the Departments with detailed monthly reports of all subscribers in the WIM technology lane(s), if requested.

4. Departments' Responsibilities – The Departments shall:

A. Work with the Offeror to establish the policies and operational framework for implementing the Offeror's system including:

(1) Approval of all sites within the State that will actively use the Offeror's system.

(2) The criteria used to evaluate bypass requests applicable to the Offeror's system.

B. Provide any required approvals for the Offeror's system to access ITD and other non-ITD participant jurisdictional databases on behalf of the Departments for the sole purpose of providing safety and credential related information to support the Offeror's system.

C. Have no obligation to bypass or pull in vehicles that do not qualify for bypass privileges.

D. Have the freedom at any time to change the business rules governing the bypass program (per site, or state-wide, through the agency access portal):

(1) Can vary the random pull-in rates from 0-100%.

(2) Can suspend or terminate, with cause, the bypass operations for any subscriber deemed necessary.

E. Execute operating agreements between the Departments and the successful Offeror to include a Master Operating agreement, a Preclearance Criteria agreement, and a Site Agreement. These agreements will establish the operating business rules for preclearance and bypass activities at each selected site.

SECTION 3: REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

(A) Required Elements of Proposal: Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with the Departments in response to this request for proposal. Each Offeror's proposal must be divided into sections corresponding to the list of elements described below.

1. Qualifications and Experience of Offeror: With regard to documenting its qualifications and experience in providing commercial motor vehicle electronic preclearance and bypass systems, the Offeror must provide information related to previous and current contractual relationships considered identical or similar in scope to the one anticipated to result between the Departments and the successful Offeror pursuant to this RFP. At a minimum, the following information must be provided:

A. Name, address, telephone number of contracting agency/entity, and a contact person who can verify all data submitted.

B. Contract dates.

C. A brief, written description of the specific system provided, methods used, and the results associated with the specific system provided.

D. A summary of the number of commercial motor carriers and the corresponding number of enrolled commercial motor vehicles that participate in the Offeror's preclearance program.

E. A list of states currently served by the Offeror. Include the number of WIM integrated sites deployed in each state, the WIM technology deployed, the number of motor carriers and corresponding motor vehicles participating in the Offeror's preclearance program by each state, and the original date of system implementation within each state.

F. Each Offeror must provide detailed information documenting the experience and qualifications of the key personnel assigned to perform work under the Resulting

Agreement between the Departments and the successful Offeror entered into pursuant to this RFP. Acceptable information shall include, but not be limited to, resumes detailing education, qualifications, previous work assignments, training, continuing education, certifications, etc. An organizational chart should be included in this section. Personnel may be changed if those personnel leave the organization or change positions. These personnel may also be changed for other reasons at the discretion of the Offeror provided that replacements have substantially the same or better qualifications or experience. The proposal shall include the following minimum individuals:

- (1) Administration
- (2) Marketing
- (3) Technical Resources
- (4) Proposed Subcontractors

G. List of any pending legal action(s) involving your firm that could directly or indirectly impact the services provided to the Departments.

2. Proposed Method of Performance: Each Offeror must present a written narrative demonstrating the method and/or manner in which it proposes to satisfy the requirements of this RFP. The language of the narrative shall be straightforward and limited to facts, solutions to the problems, and plans of proposed action as well as the timeline for completion of proposed action.

A. Method: The proposal shall explain the system to be provided in easy to understand terms. A detailed explanation should be included to understand how the services comply with the requirements of this RFP. The Offeror is encouraged to provide as many examples and supporting documents as possible to illustrate the reliability of data connectivity, WIM technology integration, and subscriber compliance detection/reporting mechanisms within the proposed system. Specific information to include is:

(1) How the Offeror will accurately capture and correlate vehicle weight records, at speeds up to 75 mph, while mitigating sequence contamination of commercial vehicles simultaneously traversing the roadway.

(2) How the Offeror will identify and report subscriber vehicles that fail to follow the in-cab notification device instructions to pull-in to a weigh station.

(3) The type of WIM system to be deployed including the technology to associate the WIM record to the subscriber vehicle. It shall also include the scientifically tested accuracy and reliability of the proposed WIM system. If installed on the roadway, it shall include the estimated impact to the traveling public relative to installation and maintenance activities of the system.

(4) How the Offeror will ensure reliable vehicle identification where external conditions impede connectivity.

(5) How the Offeror will ensure consistent network connectivity its preclearance systems. Special consideration will be given for solutions at remote sites with limited ISP/data availability.

(6) Proposed method for obtaining data from states and provinces that currently do not participate or share data via ITD.

(7) The system functionality for the Departments to easily suspend carrier bypass privileges.

(8) Proposed framework for system repair, preventive maintenance, and end-of-life cycle equipment replacement planning.

(9) Proposed training for system end users.

(10) Identify the types of reports available to the end user.

(11) List proposed computer, monitors, and printers to be provided for the end user.

(12) Though not a requisite for consideration, it is desired the Offeror describe the system's ability to include comprehensive vehicle dimension detection and correlation at speeds up to 75 mph.

B. Performance Timeline/Milestones: In order to show feasibility, a timetable setting forth appropriate milestones shall be included in Offeror's proposal, with sufficient detail explaining how Offeror will meet those timelines/milestones.

3. System Availability and Reliability: The Offeror shall provide detailed information in the response related to the following:

A. The Offeror's methods of eligible subscriber notification for preclearance at weigh stations.

B. The Offeror's proposed system connectivity reliability to various databases.

C. Data demonstrating the statistical variance in detected weight, at speeds up to 75 mph, utilizing the Offeror's proposed WIM technology in comparison to weight at the weigh station's calibrated static scale.

D. The Offeror's quality assurance program to ensure subscribers that are precleared meet the minimum specified requirements.

(B) Submission of Proposals: The Offeror is responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the Offeror and shall be grounds for rejection. This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the Departments, will commit the Departments to award a contract to any Offeror even if all of the requirements in the RFP are met. The Departments may modify these requirements in whole or in part and/or seek additional Offerors to submit proposals. Only the execution of the Resulting Agreement will obligate the Departments in accordance with the terms and conditions contained therein. Each Offeror is responsible for its own expense in

preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.

1. Proposal Format: The Offeror's submittal must include one (1) original hardcopy document. Two (2) electronic copies of the proposal are desired in addition to the hardcopy document. Electronic copies of the proposal must be in Microsoft compatible format or in ".pdf" and stored on CD(s) or flash drive(s). The Offeror shall ensure the electronic copy of the proposal document stored in all media is identical to the original hardcopy response document. In case of a discrepancy, the original hardcopy proposal document language shall govern.

2. Signatures: Any form containing a signature line in this RFP and any amendments must be manually signed and returned as part of the proposal.

3. Proposal Life: The Offeror must include a statement in the proposal that indicates the length of time during which the Departments may rely on all proposal commitments. All proposals made in response to this RFP must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by MHTC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by MHTC.

4. Submission of All Information Required: The Offeror must respond to this RFP by submitting all the information required herein for its proposal to be evaluated and considered for award. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

5. Public Inspection: The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to the Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, MHTC does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

A. The Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.

B. MHTC will not consider prices to be confidential information.

C. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

6. Clarification of Requirements: It shall be the Offerors' 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 Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Buyer of Record listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in **SECTION 1: GENERAL DESCRIPTION AND BACKGROUND, (F) Schedule of Events.**

B. Every attempt will be made to ensure 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.

7. Interview Conference: After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way change the original written proposal submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors. If an interview is conducted, it is preferred that the interviewed Offeror's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

8. Official Position of MHTC: The 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.

**SECTION 4:
EVALUATION FACTORS AND PROCESS:**

(A) Evaluation Factors: The following factors shall be considered in the evaluation of the proposals:

1. Evaluation Criteria: 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 and maximum points per each criterion:

Evaluation Criterion Description	Maximum Points
Qualifications and Experience of Offeror	25
Proposed Method of Performance	40
System Availability and Reliability	35

2. Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, presentations or interviews as applicable, references, or other sources, including but not limited to the listed subcontractors, in the evaluation process.

3. Responsibility to Submit Information: Each Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and MHTC 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.

(B) Proposal Review/Evaluation: MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

SECTION 5: TERMS AND CONDITIONS

(A) Agreement Components: The Resulting Agreement between MHTC and the successful Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the successful Offeror in response to the RFP. In case of a conflict between or inconsistency in the terms contained in the RFP and the proposal submitted by the Offeror in response to the RFP, the terms of the RFP shall govern. In the event of a conflict between or inconsistency in the terms of the RFP and the Resulting Agreement, the terms of the Resulting Agreement shall govern. MHTC reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

(B) MHTC's Representative: General Services Director or designee is designated as MHTC's representative with authority to act on behalf of MHTC for the purpose of administering the Resulting Agreement. 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 Resulting Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the Resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement. MHTC reserves the right to limit the authority of Buyer of Record and MHTC's representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

(C) Assignment: The successful Offeror shall not assign, transfer, or delegate any interest in the services to be provided under this RFP and the Resulting Agreement without the prior written consent of the MHTC representative. The successful Offeror may at its own

expense employ clerical or technical assistance in the performance of the services under this RFP and the Resulting Agreement, such clerical and technical assistance provider being as fully bound as the Offeror to all confidentiality and work product provisions of this RFP and the Resulting Agreement.

(D) Amendments: Any change in the Resulting Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the Successful Offeror and the Departments, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Successful Offeror and the Departments, respectively.

(E) Disputes Under the RFP and Resulting Agreement: The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror's proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

(F) Successors and Assigns: The Commission and the Offerors agree that this RFP and, as applicable, the Resulting Agreement as well as all agreements entered into under the provisions of this RFP, shall be binding upon the parties thereto and their successors and assigns.

(G) Sole Beneficiary: The Resulting Agreement will be made for the sole benefit of the parties thereto and nothing in this RFP or the Resulting Agreement shall be construed to give any rights or benefits to anyone other than the Departments and the successful Offeror.

(H) Cancellation of Resulting Agreement: MHTC may cancel the Resulting Agreement at any time by providing the successful Offeror with a written notice of cancellation. Should the Commission exercise its right to cancel the Resulting Agreement, cancellation will become effective upon the date specified in the notice of cancellation.

(I) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against any Offeror or assignee, whether voluntarily, or upon the appointment of a receiver for the benefit of creditors, Commission reserves the right and sole discretion to reject the Offeror's proposal, or, as applicable, either cancel the Resulting Agreement or affirm the Resulting Agreement and hold the successful Offeror responsible for damages.

(J) Status as Independent Contractor: The successful 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 successful 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.

(K) Subcontractor: Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror's subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

(L) MBE/WBE Participation Encouraged:

1. Affirmative Action Program: The Offerors are encouraged to submit copies of their existing affirmative action programs, if any. The Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.

2. Minority Participation Encouraged: The 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 (i.e. 10% MBE and 5% WBE participation).

3. Offeror's Responsibility Unconditional: Regardless of which persons or firms, if any, that the successful Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the successful Offeror ultimately remains responsible and liable to MHTC for the complete, accurate, and professional quality/performance of these services.

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

(N) Executive Order: The Offerors 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. Offeror's Certification: By signing the proposal to this RFP, the Offeror hereby certifies that any employee of the Offeror assigned to perform services herein is eligible and authorized to work in the United States in compliance with federal law.

2. Failure to Comply: 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 reject the Offeror's proposal or, as applicable, impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3. Incorporation of Provisions: The successful Offeror shall include the

provisions of this paragraph in every subcontract. The successful 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.

(O) 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 any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

1. Enrollment in Federal Work Authorization Program: 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 Offeror 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 Offerors 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. Annual Worker Eligibility Affidavit: By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as **Exhibit 1**.

(P) Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the Offeror 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. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as **Exhibit 2**.

(Q) Requirements to do Business in Missouri: Out-of-state Offerors must comply with the following requirements to do business in Missouri:

1. Registration with Secretary of State: The Offerors must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to execution of the Resulting Agreement, the successful Offeror shall submit to MHTC a copy of its current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.

2. Transient Employer Certificate: All out-of-state Offerors providing services within the State of Missouri must provide a copy of their current Transient Employer Certificate issued from the Missouri Department of Revenue. For assistance with obtaining a

Transient Employer Certificate, please call the Missouri Department of Revenue at (573) 751-0459.

(R) Law of Missouri to Govern: This RFP and the Resulting 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 this RFP and, if applicable, the performance of the Agreement.

(S) 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.

(T) Ownership of Records: All documents, reports, exhibits, etc., produced by the Offerors at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

(U) Release to Public/Confidentiality: No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of MHTC's representative. The Offerors 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 Offerors shall notify MHTC immediately of any request for such information.

(V) Prohibition Against Kickbacks and Gratuities/Nonsolicitation: Any kickback, gratuity, or other payment by the Offeror to any person employed by or on behalf of the Commission is prohibited except when such payment is made pursuant to the express terms of this RFP and, as applicable, the Resulting Agreement. Each Offeror warrants that it has not employed or retained any company or person, other than a bonafide employee working for the Offeror, to solicit or secure this RFP and as applicable the Resulting Agreement, and that the Offeror has not paid or agreed to pay any company or person, other than a bonafide employee, a fee, commission, percentage, brokerage fee, gift, or other consideration, which is contingent upon or Resulting from the award of this RFP and, as applicable, the Resulting Agreement. For breach or violation of this warranty, the Commission shall have the right to reject the Offeror's proposal and, as applicable, annul the Resulting Agreement without liability, or in its discretion, to withhold or recover said amounts from the compensation due or paid under the Resulting Agreement.

(W) Conflict of Interest: Each 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 RFP and the Resulting Agreement.

(X) Audit of Records: The successful 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. MHTC's representative shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc. MHTC's

representative shall at all times have the right to audit any and all records pertaining to the services.

(Y) Indemnification: Each 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 submittal of its proposal in response to the RFP, performance of its obligations under this RFP and, as applicable, the Agreement.

(Z) Insurance: For proposal purposes, Offerors must submit copies of certificates of insurance for general and automobile liability and workers' compensation in the following coverage limits. The successful Offeror must provide original certificates prior to commencing services.

1. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

2. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

3. Missouri State Workmen's Compensation: Policy or equivalent coverage in accordance with state law.

(AA) Section Headings: All section headings contained in this RFP and the Resulting Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this RFP and the Resulting Agreement.

(BB) Severability: If any clause or provision of this RFP and/or the Resulting Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(CC) No Adverse Inference: This RFP and/or the Resulting Agreement shall not be construed more strongly against one party or the other. No rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this RFP and/or the Resulting Agreement.

(DD) Permit/Bond Requirement: The Successful Offeror shall obtain a no cost permit from the Commission's district engineer prior to working on the Commission's property, which shall be signed by an authorized representative of the Successful Offeror. All such work on the Commission property pursuant to this RFP and the Resulting Agreement shall be: (a) done pursuant to the terms and conditions of the permit; (b) done expeditiously and diligently until completion; (c) performed in such a manner as to limit, as reasonably practicable, any use or occupancy of the right-of-way; and (d) done with full restoration of any portion of the right-of-way disturbed to the condition existing immediately prior to the installation. Prior to commencement of any work on the Commission's property, the Successful Offeror shall secure and cause to be delivered sufficient payment and performance bond(s) in the form provided to the Successful Offeror by the Commission Representative, issued by a commercial surety qualified and authorized to do business in the State of Missouri, in the full amount of the cost of the work to be performed on the Commission Property.

(EE) Construction Safety Program: Missouri law, 292.675, RSMo, requires the awarded Successful Offeror and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Successful Offeror and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675, RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include the Successful Offeror forfeiture to the Commission in the amount of \$2,500, plus \$100 per the Successful Offeror and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675, RSMo.

(FF) Wage Laws: The successful Offeror and its subcontractors may be required to pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri. The successful Offeror shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts may apply to and govern this work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement may be subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The successful Offeror shall take the acts which may be required to fully inform themselves of the terms of, and to comply with, state and federal laws. All questions related to whether or not prevailing wage requirements apply will be provided to the Department of Labor and Industrial Relations of Missouri for a final determination.

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EXHIBIT 2

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 Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires: