



Pete K. Rahn, Director

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**REQUEST FOR PROPOSALS
6-091105CB**

**DISADVANTAGED BUSINESS ENTERPRISE AVAILABILITY AND DISPARITY
STUDY SERVICES**

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LIST OF ACRONYMS

DBE	Disadvantaged Business Enterprises
DOT	Department of Transportation
ECR	External Civil Rights
MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals
USDOT	United States Department of Transportation

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**). Eight (8) copies of each proposal must be mailed in a sealed envelope to Cheryl Bonner, Senior General Services Specialist, Missouri Department of Transportation (**MoDOT**), Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the Central Office General Services Procurement 1320 Creek Trail, Jefferson City, Missouri 65109. Proposals must be returned to the offices of Central Office General Services Procurement no later than **November 5, 2009 at 2:00 p.m., CST.**

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.

Lester Woods, External Civil Rights Director

Date

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

(A) **Request for Proposal:** This document constitutes an RFP from qualified Offerors to provide an Availability and Disparity Study for Disadvantaged Business Enterprise (DBE) in MoDOT's market to MHTC and MoDOT. Proposals are being solicited from Offerors that have experience providing this type of service on behalf of an organization such as a Department of Transportation (DOT). Details of the scope of work, proposal format and Offeror selection process are contained in this RFP.

(B) **Background:** MoDOT has established a DBE program in accordance with regulations of the United States Department of Transportation (USDOT), 49 CFR Part 26. MoDOT receives Federal financial assistance from the USDOT, and as a condition of receiving this assistance, MoDOT has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy and commitment of MoDOT that disadvantaged businesses, as defined in 49 CFR Part 26, shall have a level playing field to participate in the performance of contracts financed in whole or in part with federal funds. It is also the policy of MoDOT to:

1. Ensure nondiscrimination in the award and administration of USDOT assisted contracts;
2. Create a level playing field on which DBE firms can compete fairly for USDOT assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE firms;
5. Assist in the removal of barriers to the participation of DBE firms in USDOT assisted contracts; and
6. Assist in the development of firms to enhance their ability to compete successfully in the market place outside the DBE Program.

(C) **Fiscal Year:** The fiscal year runs from July 1-June 30.

SECTION (2): SCOPE OF WORK

- (A) **Summary of Required Services:** The selected Offeror shall conduct Availability and Disparity Study of DBE firms in MoDOT’s market. The Availability and Disparity Study will allow MoDOT to meet its obligations for the receipt of funds from the USDOT pursuant to 49 CFR Part 26. Proposals must provide a complete, detailed methodology that reflects a thorough understanding of the case law and presents sound economic analysis that meet strict scrutiny and the regulatory requirements. Proposals must address the standards for goal setting contained in section 49 CFR Part 26, Section 26.45.
- (B) **Specific Requirements:** Proposals must describe in detail the methodology to determine the relative availability and disparity of DBE firms in MoDOT’s market. The following major elements must be included:
1. The final Disparity Study must include a legal review discussing *Croson*, *Adarand* and subsequent case law and their impact;
 2. The final Availability Study must include an empirical assessment of the appropriate geographic market relevant to MoDOT’s contracting activity;
 3. The final Availability Study must include an empirical assessment of the appropriate product markets relevant to MoDOT’s contracting activity;
 4. The final Disparity Study must include an estimate of the fraction of businesses within the agency’s geographic and product markets that are owned by DBE firms broken down by industry and by major racial/ethnic and gender categories (i.e., “availability”);
 5. The final Disparity Study must include an estimate of the percentage of all prime contract and subcontract dollars earned by DBE firms broken down by industry and by major racial/ethnic and gender categories (i.e., “public sector utilization”);
 6. The final Disparity Study must include an statistical comparison of public sector utilization to availability broken down by industry and by major racial/ethnic and gender categories (i.e., “public sector disparity ratios”);
 7. The final Availability Study must include econometric analyses of DBE firms success, relative to non-DBE firms (e.g., in business formation rates and in business owner earning), and holding non-discriminatory factors constant, in market area surrounding MoDOT (i.e., “private sector disparity ratios”);
 8. The final Availability Study must include econometric analysis of DBE firms’ access to capital and credit relative to non-DBE firms, holding balance sheet and creditworthiness information constant;
 9. The final Disparity Study must include a qualitative evidence from DBE firms and non-DBE firms concerning experiences doing business or attempting to do business in the relevant marketplace, including experiences of institutionalized discrimination and/or individual disparate treatment, gathered through surveys, personal interviews, and/or public hearings (i.e., “anecdotal evidence”);

10. The final Disparity Study must include a qualitative and/or quantitative analysis of the effectiveness of race-neutral measures to address low DBE participation in public contracting;
 11. The final Disparity Study must also include a review of existing policies and procedures related to DBE participation, with recommendations for changes/revisions designed to improve the effectiveness of the program and increase legal compliance;
 12. Provide data and recommendations as to how best to use the final disparity study and its data in order to comply with USDOT goal setting and program compliance issues;
 13. If the study results demonstrate any specific areas of concern, e.g. the significant underutilization of any particular racial, ethnic or gender categories, or overconcentration of DBE firms in any particular industry, the Offeror should suggest methods of addressing these concerns. Such methods may include DBE program changes and/or recommendations as to the advisability of an application for a waiver from the USDOT to allow for separate goals or other methods of addressing the identified concerns.
- (C) **Payment:** A payment will be made upon completion of the Availability Study. A second and final payment will be made upon completion of the final Disparity Study.
- (D) **Project Completion Schedule:** It is anticipated that under normal circumstances, the project describes in the Scope of Work would take one (1) to two (2) years to complete. The MHTC desires a completion date of one year after notice to proceed. Offeror must provide a detailed description of the proposed timeline for completion of the project.

**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 contract. These same contract provisions may appear in the post-award 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 External Civil Rights Director, Lester Woods 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 External Civil Rights Division. 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 External Civil Rights Director throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) DBE/WBE Participation Encouraged:

1. Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) Nondiscrimination: The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

(I) Executive Order: The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event MHTC 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, MHTC 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 MHTC may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) Non-employment of Unauthorized Aliens: Pursuant to RSMo 285.530 (1), 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, 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. As provided in Section 285.530(2), RSMo, every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in a 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 signature page 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.

- (L) **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.
- (M) **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.
- (N) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (O) **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.
- (P) **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.

- (Q) **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.
- (R) **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.
- (S) **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.
- (T) **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.
- (U) **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 must be priced, signed and returned (with necessary attachments) to Central Office General Services Procurement 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 Cheryl Bonner, Senior General Services Specialist, Central Office General Services Procurement, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-8194, cheryl.bonner@modot.mo.gov.
- 5. Written Questions:** All written questions must be addressed to Cheryl Bonner no later than **10:00 a.m., CDST, Monday, October 19, 2009**. Any questions received after this deadline will not be accepted. MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.mo.gov/business/contractor_resources/gs_bidding/COcommodities.htm in the form of a written addendum. It is anticipated this addendum will be issued on Thursday, October 22, 2009. It is the sole responsibility of the Offeror to check for any and all addendums throughout the RFP process.

(B) REQUIRED ELEMENTS OF PROPOSAL

- 1. Method of Performance.** Proposals must describe in detail the methodology used to determine the relative availability and potential disparity of DBE firms in MoDOT's market. The proposed method of performance will be left to the discretion of the Offeror. However, the proposed method by which the Offeror intends to perform the services will be evaluated based upon the alignment with the Scope of Work within Section (2) of this RFP.
- 2. Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP. Offerors will be evaluated on experience in conducting availability and disparity studies for DOTs and other similar governmental agencies. Contractors are commonly required to provide legal justification related to final availability and disparity reports. Respondents must provide information for any previously performed expert witness consulting, litigation support and/or testimony. Proposal must include the names of organizations and/or agencies that the Offeror currently serves or has served over the past year. (See Exhibit I)
- 3. Personnel.** Proposal must include the name, address, telephone and fax number, and email address of the primary contact person for the Offeror. Information presented in this section must highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor.
- 4. References.** Proposals must include the name, title, address, email address and telephone number of at least three officials of clients within the past three years. The references must include dates of the service and a brief description of the specific services required and performed. (See Exhibit I)

(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 (50);
 - B.** Experience, Expertise, and Reliability (30); and
 - C.** Cost (20)

The objective evaluation of cost will be conducted using a scale of twenty (20) possible points based upon the total cost of the availability and disparity studies.

Cost points shall be calculated based on the sum from the below calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 20 = \text{Cost score points extended to 2 decimal places - 20.00 possible}$$

2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.

3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit the proposed fee for each the Availability Study and the Disparity Study. This information must be shown on Section (5), Price Page of this proposal, which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

(A) **FEE SCHEDULE:** The Offeror shall indicate below the proposed fee for each study in accordance with the provisions and requirements stated herein:

	Cost
Availability Study	\$ _____
Disparity Study	\$ _____

Signature

Date

EXHIBIT I

EXPERIENCE/REFERENCE INFORMATION

(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME

CONTACT PERSON

TITLE

ADDRESS

CITY

STATE

ZIP

TELEPHONE

FAX

NUMBER

E-MAIL ADDRESS

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT:

CONTRACT PERIOD: FROM

TO

SUMMARY OF SERVICES PERFORMED:

EXHIBIT II

ANNUAL 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)

- 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:

EXHIBIT III

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000
(for joint ventures, a separate affidavit is required for each business entity)

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 a person whose name is subscribed to this affidavit, 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 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 am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

I 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 to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with 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.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with 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 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 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 this _____ day of _____, 20____.

Notary Public

My commission expires:

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