

REQUEST FOR PROPOSAL 25-018

FOR

ATHLETIC FACILILITIES MASTER PLAN

Submission Deadline: SEPTEMBER 6, 2024

2:00 p.m. Central Time

Questions and/or requests for clarification of this RFP should be submitted via email to the Purchasing Manager, Kelly Sloan at purchase@missouriwestern.edu. All questions and/or clarifications can be sent at any time regarding this RFP to the Purchasing Department until noon on August 28, 2024. Questions received after this date may not be answered. Please reference the RFP# on all correspondence. Answers to the submitted questions will be emailed to each Vendor as an addendum to this solicitation. It is the responsibility of all interested parties to read this information and return it as part of the RFP confirming receipt.

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**PURPOSE OF REQUEST**

Missouri Western State University (MWSU) is seeking proposals for an Athletics Facility Master Plan. The Request for Proposal (RFP) is to solicit competitive proposals to identify vendors that are well-qualified, professional, and have the capacity to provide a comprehensive facilities master plan for our athletics department.

**PROPOSAL TERM**

MWSU seeks a one-year contract beginning October 1, 2024 until June 30, 2025 for this project.

**QUESTIONS**

All questions should be directed to Purchasing Manager, Kelly Sloan, (816) 271-4465, purchase@missouriwestern.edu The last day for questions regarding this RFP is 12:00 p.m. Central Time on August 28, 2024.

**SUBMISSION DEADLINE**

Sealed proposals must be submitted no later than September 6, 2024 2:00 p.m. Central Time to:

Missouri Western State University

Purchasing, Popplewell Hall 115

4525 Downs Drive

St. Joseph, MO 64507

**Electronic or faxed bids will not be accepted.** Proposals must be signed and sealed in mailing envelopes with the Vendor’s name and address clearly written on the outside. The RFP Number **(RFP25-018)** shall also be clearly marked on the outside of the envelope or package. Proposals may not be accepted if the RFP number is not on the outside of the envelope.

**TIMELINE**

RFP Issued August 22, 2024

Deadline for Submission of Questions August 28, 2024 12:00pm Central

RFP Open Date September 6, 2024 2:00pm Central

RFP Award Notification (approximate) September 13, 2024

Contract Begins October 1, 2024

**PROPOSAL INCLUSIONS**

All vendors must include the following in their proposal submission:

**ATTACHMENT A - QUESTIONNAIRE**

Please complete to ensure all information is accurate.

* 1. Section A Pricing
	2. Section B Experience, Performance and Reference

**ATTACHMENT B**

Please complete to ensure all information is accurate.

**W-9**

Please complete with current date and signature.

**ADDENDUM(S)**

Include any addendum(s) with your initials for verification of receipt.

**SUBMISSION REQUIREMENT/MEDIA**

Include one (1) original hard copy of all proposal submission materials and a marked non-returnable flash drive with company name clearly labeled.

**EVALUATION**

All proposals will be evaluated based on the following key criteria:

* Demonstrates understanding of the purpose, nature and requirements (15%).
* Demonstrates experience level and expertise of a similar project (15%).
* Completeness and quality of response, including clear deliverables and compliance to requested RFP (15%).
* Proposed cost (15%)
* Availability of Vendor to complete scope as outlined in timeline (20%).
* Reference completeness of required information and subsequent reports (20%).

Attachment A: Questionnaire

**IMPORTANT:** This questionnaire is part of the proposal and must be completed and submitted with the RFP. Each Vendor must answer all questions, fill in all blanks, and provide all required documentation. Any errors, omissions, or misrepresentation of information may be grounds to reject the proposal or cancel any RFP contract award.

**SECTION A: SCOPE AND DESCRIPTION OF PROJECT**

PROJECT OVERVIEW

The improvements involve the planning, design, and construction of multiple athletic facilities; Qualified respondents are invited to submit a written proposal outlining your qualifications and experience to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the RFP. The successful proposer will provide the scope of services in accordance with all applicable laws, regulations, and professional standards. It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will terminate on the earlier of June 30, 2024, or satisfactory completion of services and delivery of final Athletics Facilities Master Plan. MWSU reserves the right to extend the contract term on a month-to-month basis sufficient to allow for the completion of contracted services.

SCOPE OF SERVICES

The primary objective of the Athletics Facilities Master Plan study to be performed is to help the MWSU improve the design and layout of current and future athletic facilities. The study should consider all aspects of the Athletic Department and MWSU’s operating and constructed environment from current conditions through anticipated requirements in 2035. MWSU invites all firms to submit a proposal in response to this request. MWSU’s goals to be achieved through this endeavor are as follows: Program Offerings - Documentation of existing and proposed program offerings with respect to space needs. (Validation of program offerings to meet the needs of the MWSU’s service area is an instructional function outside the scope of this study.) Facilities - Correlate programmed needs as outlined above with facilities to determine efficiency, adequacy, and opportunities for enhancement. Additionally, identify opportunities for changes in the constructed environment to create a more functional and friendly setting, improve operational efficiencies and enhance the quality of the student-athlete, employee, and fan experience.

Program Growth Projections - Provide forward-looking program growth projections and a proposed timeline of facilities enhancements to meet needs resulting from those projections.

Cost Effectiveness - Provide estimates of construction costs for proposed enhancements including any deferred maintenance to current infrastructure, and a general prioritization of deferred maintenance, significant improvements and remodels, and new development.

Final Product – Full Athletics Facilities Master Plan inclusive of the above items for each location specified.

DESCRIPTION OF PROJECT A separate Athletics Facilities Master Plan has not been conducted at MWSU. Due to the desire to improve the on-campus student experience, and need to address aging facilities, MWSU needs a new comprehensive Athletics Facilities Master Plan to facilitate better informed strategic development decisions. MWSU is requesting proposals to create a ten-year comprehensive athletics facilities master plan. Project considerations should include: • Defined space and program planning needs to be supported by appropriate facilities and support functions • Landscaping enhancements considering conservation, environmental aesthetic, and safety objectives • Sustainable construction and maintenance considerations that consider future energy, technology and building practices anticipated in the next decade • New/proposed structures • Remodeling of existing structures • Design standards to be used by MWSU in construction projects • Five-year milestone documentation • The architect should plan to assist MWSU in presenting the Athletics Facilities Master Plan to the MWSU Board of Governors and other MWSU boards, as necessary. The consultant/architect is expected to provide a schedule of meetings with a steering committee, staff and students, and other appropriate personnel to gather necessary information and data to complete the study and establish the final product. They will be required to meet as frequently as needed with the Athletics Facilities Master Plan Steering Committee for the purpose of providing a periodic progress report. Such meetings will show funds expended in the completion of the project and specific accomplishments related to the completion of the project. The consultant/architect shall produce the following major written products for review by MWSU:

A. Preliminary reports with multiple master plan concepts, goals, and objectives for college leadership review and comment.

B. Graphic illustrations of the Athletics Facilities Master Plan concepts.

C. Final report and graphic illustration(s) of the Athletics Facilities Master Plan.

a. Minimum master facilities plan document shall include:

• History of each facilities location

• Potential future program additions

• Description of current athletics facilities

• Purpose and Objectives of the master plan

• Analysis, observations, conclusions, recommendations, and cost estimates

related to the following components:

o Health and Safety Support Services

o Land Use and Function o Circulation and Parking

o Aesthetics and Open Space Utilities

o Landscape Design

o Any Additional Revenue Opportunities

* 1. Additional content required:

• Analysis, observations, conclusions, and recommendations for facilities will include consideration for sustainable building and maintenance projects.

* Building condition assessment
* Provide a building condition assessment to evaluate the physical conditions of building components and their estimated useful life, as well as the cost estimates associated with maintenance and capital repairs to include:
* ADA Compliance
* Building Interior Elements
* Civil/Site Development and Amenities – Pavements, Entrances, and Sidewalks
* Document Review – Drawings, Specifications, Reports, and Records
* Fire Protection, Emergency, and Life Safety Regulations
* Mechanical, Electrical, and Plumbing Systems
* Technology Infrastructure Systems
* Structure, Foundation, and Exterior Wall Systems
* Preliminary Review and On-Site Observations
* A separate document shall be provided that will identify the design standards that will be used by MWSU in construction and renovation projects.
* Optional considerations:
	+ Enhancements to the document or process proposed at the discretion of the proposer.

**SECTION B: EXPERIENCE, PERFORMANCE AND REFERENCE**

1. Describe the Vendor’s business and operations within the last 10 years.

*City and State, Name of Business, Years in Business, Type of Business*

2. Describe the Vendor’s process and requirements for developing an Athletics Facility Master Plan:

3. Describe the Vendor’s process and timeline for the delivery of the Athletic Facilities Master Plan:

4. In the past 10 years, has the bidder or any of the bidder’s owners, officers, or partners been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency? If yes, explain:

5. Explain the bidder’s process for managing and resolving complaints for all parties involved:

6. Please list contact information for at least three organizations to which you have provided Athletic Facilities Master Plan services. The Vendor authorizes MWSU to contact such clients regarding the purchase or lease purchase of the vehicles you provided.

References should include the following information:

* Business name and address
* Contact name and telephone number
* Description of project

**ATTACHMENT B**

**RFP NO: RFP25-018**

**BUYER: MISSOURI WESTERN STATE UNIVERSITY**

 **KELLY SLOAN (purchase@missouriwestern.edu)**

**PHONE: (816) 271-4465**

PROPOSALS MUST BE RECEIVED NO LATER THAN:

Date: SEPTEMBER 6, 2024

Time: 2:00pm CST. *Faxed or electronic submissions will not be accepted*

 **RFP NUMBER MUST BE CLEARLY MARKED ON OUTSIDE OF ENVELOPE.**

**Return Proposals To:** Missouri Western State University

Purchasing Department, Popplewell Hall, Room 115 4525 Downs Drive

 St. Joseph, MO 64507

All prospective applicants must submit this document along with their proposals.

By submitting this RFP and signing below, the vendor agrees to furnish or deliver the items or perform the services upon which prices are quoted herein. Subject to all terms and conditions contained in this RFP and in the manner and according to the schedule agreed to by the parties.

Bid Firm for 60 Days Unless Otherwise Stated:

Date of Submission Minority Vendor Yes No

\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor E-Mail Address

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Vendor Telephone

Address City/State Zip

By (Signature of Authorized Agent) Title Printed Name Signatory

**Unsigned Proposals May Be Considered Non-responsive**

**Terms and Conditions**

This Proposal Request is made upon and subject to the following conditions, all of which are accepted by the Vendor. Upon acceptance by MWSU, this Bid Request, Bid and the Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. **Right to Control RFP and Process:** MWSU reserves the right to accept or reject any submissions, in whole or in part, to advertise for new submissions, to abandon the need for services, and to cancel or amend this RFP at any time. MWSU reserves the right to reject any and all bids and to waive any informality in bids.
2. **Solicitation Caveat:** Vendor understands and agrees that MWSU shall have no financial responsibility for any costs incurred in responding to this RFP and shall not be liable for any costs until the Vendor has executed a contract with MWSU and has been authorized in writing to proceed. MWSU reserves the right to terminate this RFP. The submission of a proposal shall be conclusive evidence that the Vendor has investigated and understands, to its satisfaction, the conditions to be encountered, the character, quality, and scope of work to be performed the requirements of MWSU, and the applicable regulations as outlined in this RFP.
3. **Clarification.** No oral explanation in regards to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for the contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to MWSU a written request for an interpretation thereof. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. MWSU will not be responsible for any other explanation or interpretations of the proposed documents.
4. **Identification.** All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered containing full descriptive information on items or services furnished.
5. **Delivery.** For any exception to the delivery date as specified on this purchase order, the Vendor shall give prior notification and obtain approval thereto from MWSU’s Purchasing Department.
6. **Shipping.** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Vendor agrees to prepay all shipping charges. MWSU reserves the right to refuse any C.O.D. shipments.
7. **Contract Price.** All prices and fees shall be firm, fixed for the term of the contract. MWSU shall not pay, nor be liable for, any other additional costs including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
8. **Taxes.** The Vendor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of items(s) specified herein. Materials and services furnished by MWSU are not subject to Federal Excise Taxes or Missouri State Tax.

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1. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required the Vendor shall furnish to MWSU, along with their signed contract, a performance bond or unconditional, irrevocable letter of credit payable to MWSU in the face amount as surety for faithful performance under the terms and conditions of the contract.
2. **Applicable Laws and Regulations.** The contract shall be construed according to the laws of the State of Missouri. Additionally, the Vendor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. MWSU may serve from time to time as a Vendor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
3. **Sovereign Immunity:**  MWSU, due to its status as a state entity and its entitlement to sovereign immunity, cannot accept contract provisions that require MWSU to indemnify another party (§ 537.600, RSMo). Any indemnity language in the proposed terms and conditions will be modified to conform to the language that MWSU can accept.
4. **Appropriations:** MWSU is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in § 172.250, RSMo. Therefore, if MWSU determines it has not received adequate, appropriate budget allocations or income to enable it to meet the terms of this contract, MWSU reserves the right to cancel any awarded contract with 30 days’ notice.
5. **Changes.** No alteration in any of the terms, condition, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of MWSU’s Purchasing Office.
6. **Rejection.** MWSU reserves the right to reject at Vendor’s risk and expense any and all goods resulting from nonconformity to the terms and specifications of the contract, whether held by Buyer or returned to Vendor.
7. **Warranty and Acceptance:** The Vendor expressly warrants that all equipment supplies and/or services provided shall: (1) conform to every specification, drawing, sample, or other description which was furnished or adopted by MWSU, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of suitable materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either because of MWSU’s acceptance of or payment for such equipment, supplies, and or service. No equipment, supplies, and /or services received by MWSU pursuant to a contract shall be deemed accepted until MWSU has had a reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services that do not comply with specifications and/or requirements or are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services discovered to be faulty or which do not conform to the Vendor's warranty upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
8. **Insurance Requirements**: Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, or Cross Liability; the Vendor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There shall be no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. The Vendor agrees to endorse MWSU, its officers, employees, and agents as Additional Insured on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
9. **Insurance Contract Language:** MWSU, its officers, employees, and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days before the inception date of the contract between the Vendor and MWSU. Vendor is required to maintain coverages as stated and provide written notice of cancellation according to the policy provisions. MWSU reserves the right to request a copy of the policy. MWSU reserves the right to require higher limits on any contract provided notice of such requirement is stated in the proposal request.
10. **Payment, Cash Discount.** Payment in full will be made within forty-five (45) days after receiving invoices for goods (s)/services rendered as meeting all performance specifications. MWSU reserves the right to withhold a portion of the payment until the services have been completed. Any different payment terms desired by the Vendor must be clearly stated and may or may not be accepted by MWSU. MWSU may withhold payment or make such deductions as necessary to protect MWSU from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by MWSU and receipt of the correct invoice have occurred. Payment shall not be considered late if a check is available or mailed within the time specified.
11. **Award of Bid.** MWSU reserves the right to award an order to the lowest aggregate bidder for all items or on an item-by-item basis, or group of like items, whichever is found to be in the best interest of MWSU. If a split award is not acceptable to a bidder, it must be stated in the bid response.
12. **Preference for Missouri Firms:** In accordance with Mo. Rev. Stat. §§ 34.070 and 34.073, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose.
13. **Indemnification.** The Vendor agrees to defend, indemnify, and save harmless MWSU, their Officers, Agents, Employees, and Volunteers from and against all loss or expense from any cause of action arising from the Vendor’s operations. The Vendor agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Vendor, or at the option of MWSU, agrees to pay to or reimburse MWSU for the defense costs incurred by MWSU in connection with any such liability claims. The parties hereto understand and agree that MWSU is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri (as from time to time amended) or otherwise available to MWSU, or its officers, employees, agents or volunteers. Failure to maintain the required insurance in force may be cause for contract termination. If Vendor fails to maintain and enforce the necessary insurance or obtain coverage from its subcontractors, then MWSU shall have the right to cancel and terminate the contract without notice. The insurance required by the provisions of this article is required in the public interest, and MWSU does not assume any liability for acts of the Vendor and/or their employees, subcontractors, agents, or assigns in the performance of this contract.
14. **Bidders Tie.** In the event of a tie, the awarding of the bid will be at the sole discretion of the Director of Purchasing. If the vendor’s qualifications are such that no distinction can be made, the names of the bidders will be placed in a drawing and the firm’s name that is picked will be recommended as the lowest bidder.
15. **Contract Award and Assignment:** The successful Vendor shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by MWSU. The Contract Documents shall include the Advertisement for Request for Proposals, Attachments, Request for Proposal Form, RFP#, Contract, Statement of Work, Letter of Award, Purchase Order, Payment and Performance Bond, if required. The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of MWSU.
16. **Termination of Contract.** In the event of a breach by Contractor of any of the provisions of any terms and conditions of this RFP or any provision of an agreement entered into pursuant to this RFP, MWSU reserves the right to cancel and terminate the agreement forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by MWSU resulting from the Vendor’s breach of the agreement**.** Additionally, MWSU reserves the right, in its best interest as determined by MWSU, to cancel the contract by giving written notice to the Vendor thirty (30) days before the effective date of such cancellation.
17. **Notice Regarding Open Records Requests:** MWSU is a public governmental body subject to Missouri’s Sunshine/Open Records law found at Mo. Rev. Stat. § 610.010 et seq. Generally, MWSU must disclose the entire contents of bids, proposals, and contracts submitted to or entered into with MWSU with regard to a particular bid/proposal/contract after an award. Limited exceptions to MWSU’s disclosure obligations do exist, but most vendors should anticipate that the entire contents of their bid/proposal/contracts could be disclosed without notice pursuant to an open records request received by MWSU.
18. **Confidentiality of Information**: All records received from a Vendor will be deemed public records and presumed to be open. If the Vendor submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with: “This data shall not be disclosed outside MWSU or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal.” A basis for the exemption must be identified by Vendor, and ultimate discretion as to whether the exemption applies shall rest with MWSU. In any case, if a contract is awarded to this Vendor as a result of or in connection with the submission of such information, MWSU shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit MWSU’s right to use information obtained from another source.
19. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the Vendor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment based on race, color, religion, national origin, sex, age, disability, or veteran status. The Vendor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts, including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
20. **Supplier Diversity Participation:** MWSU is committed to and supports supplier diversity as an essential part of MWSU’s mission and core values. To qualify as a Diverse Supplier, the company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be sole proprietorships, partnerships, joint ventures, or corporations. Diverse suppliers should be certified by a recognized certifying agency.

MWSU recognizes the following groups:

* MBE (Minority Owned Business Enterprise): An independent business concern that is 51% owned and controlled by a minority group member.
	+ African American
	+ Asian American
		- Pacific Asian American
		- Subcontinent Asian American
	+ Hispanic American
	+ Native American
* WBE (Women Owned Business Enterprise)
* DVBE (Service-Disabled Veteran Owned Business Enterprise)
* VBE (Veteran Owned Business Enterprise)
* LGBT (Lesbian, Gay, Bisexual, Transgender)
* DBE (Disadvantaged Business Enterprise)
1. **Unauthorized Employment of Illegal Aliens:** For contracts with a value in excess of $5,000.00 and pursuant to Mo. Rev. Stat. § 285.530.2, the employment of unauthorized aliens in connection with the contract shall be strictly prohibited. Vendor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Vendor agrees that it will provide affidavits at MWSU’s request that: (i) affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contract, and (ii) affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contract.
2. **No Boycott Against Israel:** For contracts with a value of $100,000.00 or more, Vendor agrees that neither it nor any company affiliated with it boycotts Israel, and none will boycott Israel during the term of the contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Mo. Rev. Stat. § 34.600.