



REQUEST FOR QUALIFICATIONS (RFQ) FOR IT SERVICES AND HARDWARE

SUBMITTAL DUE DATE: September 27, 2024, by 4:00pm CST

SUBMITTAL LOCATION: <https://www.greatriversgreenway.org/work-with-us/vendor-opportunities/>
Submit qualifications via .PDF Format Only

September 5, 2024: GRG Issues Request for Qualifications

September 17, 2024: RFQ Questions due by 4:00pm Central

September 27, 2024: Qualification Submittals Due to GRG's Web Site
4:00pm Central

PROJECT SUMMARY

The Metropolitan Parks and Recreation District d.b.a. The Great Rivers Greenway District (GRG) invites qualified providers to submit a proposal and statement of qualifications for professional information technology (IT) services, which may also include new server purchase, periodic computer and accessory purchases, audio-visual consulting and phone or voice over IP (VoIP) consulting for the period of December 2024 to November 2026. At GRG's option, the term may be extended for up to three additional one-year renewals.

The qualified vendor will enable GRG to maintain its IT effectiveness and security, identify areas of improvement, extend its quality of services, streamline its support costs, provide GRG employees with training and "before you call" documentation for recurring routine IT fixes, and maximize return on investment in IT.

Statement of Purpose

GRG has a Microsoft-based computer network infrastructure. GRG is seeking a business partner who will provide technical support for this infrastructure by performing issue remediation, routine maintenance, and project-related services. GRG may also look to the successful firm for consulting services and the execution of special projects concerning the installation of software, short and long-range IT planning, document management and retention, and

disaster recovery. Additionally, GRG may consider procuring new server hardware, audio-visual consulting and phone or VoIP services through this process if it is deemed to be in GRG's best interest.

Objective

GRG's primary objective is to manage the cost of securely maintaining our IT network while improving end user satisfaction with the system.

QUESTIONS RELATED TO THIS RFQ:

Questions related to this request should be directed to the Great Rivers Greenway website (link provided from RFQ access) no later than 4:00pm CST on September 17, 2024. Answers will be posted to the GRG website and emailed to all known RFQ recipients on September 20, 2024.

PART A: BACKGROUND

GRG operates a hybrid infrastructure comprising both cloud services and on-premises equipment. The on-premises setup serves GRG's main office and includes physical workstations and two virtual servers hosted on a single physical host server utilizing a Microsoft Hyper-V hypervisor. This server is currently provided through a Hardware as a Service (HaaS) component of our existing IT partner's services; however, all data residing on the server is owned by GRG. Additionally, our current IT partner hosts a virtual machine in their private data center space.

- **Cloud Services:**
 - Microsoft Exchange Online for email.
 - SharePoint for file storage.
 - Microsoft licensing primarily obtained through a nonprofit licensing account.
 - Domain Controller.
 - MailStore Email Archiving.
 - OneDrive.
 - Azure Active Directory Sync.
- **Backups:**
 - Both local and cloud-hosted backups are performed by the current IT partner's disaster recovery services.

- **Workstations:**
 - Employee workstations are Windows-based laptops and desktops.
- **Audio-Visual Needs:**
 - GRG holds frequent meetings requiring reliable projection and sound systems for both large and small groups. The reliability of our AV system is critical.

3. Hardware Inventory

- **Workstations:**
 - (48) Windows Desktops and Laptops (Mix of primarily Lenovo, then Dell and Microsoft Surfaces).
- **Servers:**
 - (1) Physical host server (provided as part of a HaaS program with the current partner).
 - (2) Virtual Machines on the Physical Host:
 - WINSVR (Windows Server 2019 Std).
 - ACCTSRV (Windows Server 2019 Std).
 - (1) Hosted Virtual Machine:
 - GRG-MCX-IIS (Windows Server 2019 Datacenter).
- **Network Equipment:**
 - (1) WatchGuard M270 Firewall with full unified threat management suite.
 - (1) WatchGuard T30 Firewall (Monitored only, no threat management services).
 - (3) Ubiquiti UniFi 48 Port Pro POE Switches.
 - (2) Ubiquiti UniFi 24 Port Pro POE Switches.
 - (1) 8-Port Switch (managed by security company).
 - (8) Ubiquiti UniFi Wireless Access Points.
- **Audio-Visual Equipment:**
 - Zoom Meeting Room setup.
 - Logitech-camera-based Meeting Room.

- **Printers/Copiers/Plotters:**

- Approximately (6) networked printers or copiers.
- (1) Wide format plotter.
- (5) network printers.
- **Note:** These devices are under a contract for mechanical breakdown support. The IT partner is responsible for any software-related issues, such as driver support or printing issues.

4. Software Inventory

- **Specialized Software:**

- ArcGIS / ESRI GIS Mapping Software.
- Abila Fixed Assets Depreciation, Abila MIP Fund Accounting, Abila Employee Web Services, Abila Human Resources Management.
- Adobe Creative Suite (Photoshop, Illustrator, InDesign, Acrobat).
- Microsoft 365 Office Suite utilizing nonprofit licensing.
- TechSoup procurement.
- Microix Workflow solution for Abila MIP.
- Power BI.
- SSRS.
- InScope Project Management Software.
- Contract Management Software (TBD).

- **Server Software - On-Premises:**

- Microsoft Hyper-V Hypervisor.
- (2) Server 2019 Standard Operating Systems.
- SQL Server 2019.

- **Managed Services Software:**

- Server and workstation monitoring, automation, and remote access tools.
- Managed antivirus and antimalware engines.

5. Security Measures

- **Firewalls:**
 - WatchGuard M270 Firewall with Basic Security package, including:
 - Gateway Anti-Virus.
 - Intrusion Prevention Service.
 - 125 Category Web Content Filtering from WebSense / ForcePoint.
 - Application Control.
 - IP reputation checking.
 - Behavior-based port blocking policies and dynamic site blocking.
 - Geographically blocked IP addresses.
 - Alarming of high-risk inbound and outbound traffic to IT partner's SOC team.
 - Bot-Net herding detection and prevention.
 - Software and firmware updates pushed as they become available and pass internal testing.
 - Monitoring and logging on IT partner's security logging server.
 - WatchGuard VPN.
- **Endpoint Security:**
 - Managed ESET antivirus and antimalware engines.
 - Intelligent content filtering and endpoint firewall on roaming devices.
 - Bitlocker encryption enabled for all Trusted Platform Module-equipped devices.
 - Obsolete and unused network protocols disabled.
- **Email and Domain Security:**
 - Xeams Spam Filtering.
 - Opportunistic TLS email encryption enabled.
 - Microsoft 365 Multi-Factor Authentication.

- Blumira security layered onto Microsoft 365 tenant.
- SPF, DKIM, DMARC email authentication records.
- External DNS records and domain registrations secured.
- **Monitoring and Auditing:**
 - Annual external vulnerability scans.

6. Backup and Disaster Recovery

- **Backup Processes:**
 - Hourly backup images stored on a local target not subject to SMB file shares and not joined to the domain.
 - Nightly replication to the data center.
 - Replication between data centers.
 - Automatic verification process run with each backup image.
 - Monthly manual test restorations performed.
 - All data encrypted both at rest and during transport.
 - Archives available when backup chains begin to bloat, usually around the two-year mark.
- **Disaster Recovery Options:**
 - Hosting at the data center.
 - Restoration to physical server on-premises.

PART B: Scope of Work

The selected IT service provider shall deliver, but not be limited to, the following services:

- **Help Desk Support:**
 - Live help desk support during regular business hours.
 - Phone calls treated as urgent service requests unless otherwise specified.
 - Unlimited Remote, Onsite, and Afterhours helpdesk support.
 - Onsite visits on demand.
- **Monitoring and Management:**

- 24x7 monitoring and management of servers, critical network components, and firewall.
- 24x7 response to critical server, workstation, and network infrastructure failures.
- 24x7 monitoring of applications including Microsoft SQL Server and Microsoft 365 through Blumira software.
- Management of Microsoft and majorly distributed software service packs and security patches.
- Management of TechSoup relationship and purchases.
- Management of backup and disaster recovery services.
- Management of Microsoft 365 services and security.
- Management of SharePoint Online file libraries.
- Firewall administration, change management, and licensing renewal.
- Spyware monitoring, removal, and cleaning.
- **Server Migration:**
 - Migration of existing virtual machines, including GRG-MCX-IIS, from the current server host to the new Custom Server 1.
 - Setup and configuration of Custom Servers 2 and 3, including AI Nvidia Production capabilities.
 - Integration and configuration of the 25Gbps Switch for optimal server connectivity.
- **Minimum Server Requirements:** GRG is seeking new server hardware to support critical applications and enhance performance. The minimum specifications for the new servers are as follows:
 - **Custom Server 1 - App Server VM and Database Server VM in One Single Physical Host:**
 - Xeon Silver 4516Y - 24 Cores - 48 Threads.
 - 384GB DDR4 ECC Memory (4x64).
 - 2U Chassis with Redundant Power Supplies.
 - 3.84TB SAS SSD Enterprise Drives in RAID 10 (Approx. 7.2 TB usable).

- 20TB Backup Target.
- **Custom Server 2 - AI Nvidia Production Server:**
 - Xeon Silver 4510 - 12 Cores - 24 Threads.
 - 128GB DDR4 ECC Memory (4x64).
 - 2U Chassis with Redundant Power Supplies.
 - 3.84GB SSD Enterprise Drives in RAID 1 (Approx. 3.6 TB usable).
- **Custom Server 3 - AI Nvidia Production Server:**
 - Xeon Silver 4510 - 12 Cores - 24 Threads.
 - 128GB DDR4 ECC Memory (4x64).
 - 2U Chassis with Redundant Power Supplies.
 - 3.84GB SSD Enterprise Drives in RAID 1 (Approx. 3.6 TB usable).
- **Network Switch for Server Connectivity:**
 - 25Gbps Switch for connecting servers.
- **Remote Access:**
 - VPN and web portal remote access included.
- **Account Management:**
 - Dedicated account management team.
 - Reporting on demand.
 - Documentation of any IT-related vendors, support contracts, and software.
 - Portal access to IT management platform.
- **Vendor Management:**
 - Management and frontline support of any IT-related vendors, as needed.
- **Emergency Response:**
 - Priority 1 (P1) response to any site-down or server-down emergency calls.
- **Consultation and Research:**

- Provide research and consultation on software and hardware solutions aligning with GRG’s business needs.
- Specifications and quotes for all recommended hardware, software, AV equipment, and related products.
- IT research and consulting services necessary for future growth essential to GRG.
- Cybersecurity Training: Provide regular cybersecurity training for employees to ensure awareness and best practices in maintaining security across the organization.

Outcome and Performance Standards

GRG expects that the selected firm will be both responsive to inquiries and proactive in providing recommendations regarding how best to accomplish our IT goals. GRG intends to establish periodic review meetings with the selected firm to maintain ongoing communication regarding GRG’s objectives and the performance of the firm.

Performance Metrics

The following metrics will be used to evaluate the performance of the IT services provider:

- **Response Time:** Average time to respond to help desk requests.
- **Resolution Time:** Average time to resolve IT issues.
- **Uptime:** Percentage of uptime for critical IT systems and networks.
- **Migration Success:** Success rate of server migration without data loss or major service interruptions.
- **Security Incident Rate:** Number of security incidents per month.
- **Staff Expertise and Continuity:** The technical expertise of the service provider’s team and the consistency of assigned staff over time.
- **Customer Retention Rate:** The percentage of clients who renew their contracts with the service provider.
- **Customer Satisfaction:** End-user satisfaction with IT services.

PART C: CONSULTANT PROCUREMENT

The following information shall be required in the RFP submittal:

- **Letter of Transmittal:**

- The letter is not intended to be a summary of the proposal itself. It must contain the following statements and information:
 - Company name, address, and telephone number(s) of the vendor submitting the proposal.
 - Name, title, address, email address, and telephone number of the person or persons to contact who are authorized to represent the vendor and to whom correspondence should be directed.
 - Federal and state taxpayer identification numbers of the vendor.
 - Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified; please specifically include whether your proposal includes audio-visual services.
 - Providers must be qualified to support ALL hardware and software, operating systems, platforms, and peripherals listed above and should provide any credentials or certifications applicable:
 - Preferred: Microsoft Gold Partner.
 - Preferred: WatchGuard Certified Partner or Equivalent VPN Partner.
 - The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
 - Statement which indicates “proposal and cost schedule shall be valid and binding for 90 days following proposal due date and will become part of the contract that is negotiated with GRG.”
 - Statement that GRG’s form of contract is generally acceptable. Please identify any substantive issues with contract terms.
 - Completed Functional/Technical Questionnaire.
- **General Vendor Information:**
 - Please provide the following information:
 - Length of time in business of providing proposed services.

- Total number of clients.
 - Total number of public sector clients.
 - Number of full-time personnel in:
 - Consulting.
 - Installation and training.
 - Sales, marketing, and administrative support.
 - Location of headquarters and any field offices.
 - Location of the office which would service this account.
 - Describe how your firm is positioned to provide the services listed above and provide a history of experience in providing similar services, including experience with office moves.
 - Provide the name, title, address, and telephone number of three references for clients whom you have provided similar services (include the number of users and actual services provided).
- **Staff Resources:**
 - Identify names of principals and key personnel who will provide the information technology services including their locations and their specific roles in servicing GRG.
 - Summarize the experience and technological expertise of these staff members.
 - Brief resumes of these individuals should be appended to the proposal.
 - Beyond the scope of this RFP, provide a list of services (related or otherwise) that your organization provides that may be of interest to GRG.
 - **Summary Statement:**
 - Please briefly articulate why your vendor is pursuing this work and how it is uniquely qualified to perform it. Include other pertinent information that helps GRG determine your overall qualifications. Your proposal summary is not to exceed two pages.
 - **Monthly Flat Fee (Inclusive) vs. Fixed Fee Rate Schedule:**

- Provider submittals should include a monthly fee for the managed services portion of the Scope, as well as a labor rate schedule for all applicable rates that may be pertinent and executed with GRG.
- **Hardware Schedule:**
 - Provider submittals may include required hardware as part of their monthly fee or bid hardware per specs separately. Regardless of bidding method, all hardware will become GRG property following delivery and payment.

PART D: GENERAL PROVISIONS

GRG intends to issue a two-year professional IT services term award. At GRG's option, the term may be extended for up to three additional one-year renewals, for a possible total of five years. The renewal option is at the sole discretion of GRG. GRG reserves the right not to renew the agreement.

It is the District's practice to utilize our contract form, which is attached hereto. Any significant variances from contract terms should be addressed in the proposal.

Payments, Incentives, and Penalties

GRG requests that invoicing occur upon actual receipt of services. Although GRG utilizes an expedient process, vendors are advised that it could take up to 30 days to process invoices for payment.

- **Prices:** Prices shall be submitted on the attached Financial Proposal Form. All prices offered herein shall be firm against any increase for the first 12 months from the effective date of the proposed contract and each 12 month increment for up to five years. Any contract price revisions shall be based on industry price changes and supported by adequate detail to document the same. Price revisions shall not be allowed or implemented without the prior consent of GRG Board of Directors, as required. If price adjustments are requested pursuant to the terms of the contract, the contractor must notify GRG Chief Executive Officer and Chief Operating Officer 150 days prior to the current year's contract expiration date. GRG reserves the right to accept or reject within 30 days after the request for a price increase. In the event of any industry-wide price decrease for any product during the term of this proposed contract, the successful proposer will reduce the price of the product by the same percentage reduction as such industry-wide price decrease.

Evaluation and Award Process

It is the intent of the Great Rivers Greenway to conduct a comprehensive, fair, and impartial evaluation of proposals received. The award shall be made to the provider that is believed by staff to be the best fit for GRG and will not be made solely on cost. In addition to cost, GRG will consider relevant experience, client references, location and availability of staff, and M/WBE status. GRG reserves the right to reject any and all proposals for any reason or no reason.

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

GRG's selection decision shall be final and shall be approved by the Board of Directors prior to execution of a binding contract with the selected vendor. Unless the vendor states otherwise, or unless otherwise provided within the RFP, GRG reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to GRG. The vendor shall provide the required Certificate(s) of Insurance (insert requirements) within 10 days of contract award notification.

GRG reserves the right to make awards at any time within 90 days after the date of the opening, during which period proposals may not be withdrawn unless authorized by GRG.

Point of Contact for Future Correspondence

Michael Carson, Director of Finance & Administration
(314) 436-1540
mcarson@grgstl.org

REFERENCES

Company Name: _____

List 3 references of similar projects

Company Contact Name

Project Description Project Amount (\$)

Address

Phone Number

Company Contact Name

Project Description Project Amount (\$)

Address

Phone Number

Company Contact Name

Project Description Project Amount (\$)

Address

Phone Number

INFORMATION TECHNOLOGY SERVICES FINANCIAL PROPOSAL FORM

Company Name: _____

Business Address: _____

Contact Name: _____

Phone: _____

Email: _____

Please provide pricing for the following services (Note: The Great Rivers Greenway will not pay for travel time):

Description	Hourly Rate	½ Hour Rate	¼ Hour Rate	Block Purchase
On-site desktop support				
On-site server, LAN and WAN				
On-site routine maintenance and system documentation				
On-site server, LAN and WAN project planning and				
Off-site desktop support				
Off-site server, LAN and WAN				
Off-site routine maintenance and system documentation				
Off-site server, LAN and WAN project planning and				
General Consulting				

FUNCTIONAL/TECHNICAL QUESTIONS

Please note whether assigned personal have prior experience with each listed support activity Yes/No. If no, comment on how support will be viable.

Note: all related certifications received from respective vendors.

<u>Specialized Software</u>	Yes	No	Comments (include relevant certifications)
ArcGIS / ESRI GIS Mapping Software			

Abila Fixed Assets Depreciation, Abila MIP Fund Accounting, Abila Employee Web Services, Abila Human Resources Management			
Adobe Creative Suite (Photoshop, Illustrator, InDesign, Acrobat)			
Microsoft 365 Office Suite utilizing nonprofit licensing			
Microix Nonprofit Accounting Software			
MIP EWS			
Power BI			
Raiser's Edge			
Sage Fixed Assets			
ShareGate Cloud Collaboration			
Sciforma Cloud Project Management Software			
Server Software – On Premises			
Microsoft Hyper-V Hypervisor			
Server 2019 Standard Operating Systems			
SQL Server 2019			
Cloud Software / Servers / Services			
Domain Controller			
Microsoft Exchange Online email hosted through Microsoft 365			
MailStore Email Archiving			
SharePoint file storage			
OneDrive			
Azure Active Directory Sync			
Managed Services Software			
Server and workstation monitoring, automation, and remote access			
Managed antivirus and antimalware engines			
Security			
WatchGuard M270 Firewall			
Gateway Anti-Virus			
Intrusion Prevention Service			

Web Content Filtering			
Application Control			
IP reputation checking			
Behavior based port blocking policies			
Geographically blocked IP addresses			
Alarming of high risk inbound and outbound traffic			
Bot-Net herding detection and prevention			
VPN			
Antivirus and antimalware engines			
Third-party spam filtering			
Opportunistic TLS email encryption			
Microsoft 365 Multi Factor Authentication			
Additional Microsoft 365 security			
SPF, DKIM, DMARC Email authentication records			
External DNS records and domain registrations secured			
Annual external vulnerability scans			
Bitlocker encryption			
Obsolete and unused network protocols disabled			
Intelligent content filtering and endpoint firewall on roaming devices			
Backup and Disaster Recovery			
Hourly backup images stored on local target			

PROFESSIONAL SERVICE AGREEMENT
 (_____ Greenway)

THIS AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 2019 by and between the **METROPOLITAN PARK AND RECREATION**

DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT, a corporate and political subdivision of the State of Missouri (hereinafter the “**DISTRICT**”) and _____ (hereinafter the “**CONSULTANT**”).

1. **Scope of Work.** The **CONSULTANT** agrees to perform the professional services related to _____, as set forth in Exhibit A attached hereto and incorporated herein by reference (“**SCOPE OF WORK**”). In accordance with the other conditions included in this **AGREEMENT**, such **SCOPE OF WORK** is sometimes collectively referred to herein as the **PROJECT**.

2. **Compensation.** The **DISTRICT** shall pay to the **CONSULTANT** a total sum not to exceed _____ Dollars (\$_____) for the **SCOPE OF WORK**. The payment of this sum shall be made (i) in accordance with a written invoice submitted by the **CONSULTANT** detailing the work to be performed, the person or persons performing the work, the detailed fees and costs therefor and the percentage of the **SCOPE OF WORK** that has been completed at the time of invoicing, and (ii) otherwise consistent with the payment terms set forth in Exhibit A. Notwithstanding anything to the contrary herein, **CONSULTANT** shall submit an invoice to **DISTRICT** once per month in order to ensure timely and accurate bookkeeping and accounting by **DISTRICT**. In no event shall **CONSULTANT’S** total compensation for the **SCOPE OF WORK** exceed \$_____.

3. **Consultant’s Period of Service.** The **CONSULTANT’S** services shall be performed expeditiously and consistent with the **CONSULTANT’S** professional skill and judgment, and in conformance with the time for performance set forth in the **SCOPE OF WORK**. For the sake of clarity and to avoid confusion, it is

anticipated the **CONSULTANT'S** services shall begin on the date of this **AGREEMENT** and shall be completed by _____.

4. **Deliverables.** The **DELIVERABLES** (as hereinafter defined) to be produced by **CONSULTANT** are set forth and described in Section 5 of this **AGREEMENT** and the **SCOPE OF WORK**.
5. **Ownership of Deliverables.** All plans, drawings, schedules, reports, summaries and other documents, including those prepared in electronic form, prepared in accordance with the **SCOPE OF WORK** and related to the **PROJECT** (the "**DELIVERABLES**") shall be and become the property of **DISTRICT**, and may thereafter be utilized by **CONSULTANT** only upon written permission of **DISTRICT**. Such written permission shall not be unreasonably withheld. Any reuse, changes, or modifications of the **DELIVERABLES** beyond that intended for this **PROJECT** without the express written consent of **CONSULTANT** will be at **DISTRICT'S** risk and without liability of **CONSULTANT**.
None of the **DELIVERABLES**, handouts, or other documents or materials produced in whole or in part under this **AGREEMENT** shall be the subject of an application for copyright on behalf of **CONSULTANT** or any representatives, consultants, subcontractors, employees, or agents of **CONSULTANT**.
6. **District's Representative.** **DISTRICT** hereby designates _____ as **DISTRICT'S** representative to act on **DISTRICT'S** behalf with respect to the **PROJECT** ("**DISTRICT'S REPRESENTATIVE**"). **DISTRICT** or **DISTRICT'S REPRESENTATIVE** shall render decisions promptly to avoid unreasonable delay in the progress of **CONSULTANT'S** performance of the **SCOPE OF WORK**.

7. **Consultant's Representative.** **CONSULTANT** hereby designates _____ as **CONSULTANT'S** representative to act on **CONSULTANT'S** behalf with respect to the **PROJECT** ("**CONSULTANT'S REPRESENTATIVE**"). **CONSULTANT'S REPRESENTATIVE** shall not be changed without **DISTRICT'S** written consent, except in the event that **CONSULTANT'S REPRESENTATIVE** is no longer employed by **CONSULTANT**.
8. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT**. **CONSULTANT** shall be deemed an independent contractor for purposes of this **AGREEMENT**. Except as specifically authorized in writing, **CONSULTANT** is not authorized to bind **DISTRICT** to any contractual obligations. In addition to its obligations to perform the duties specified in this **AGREEMENT**, **CONSULTANT** shall perform its services hereunder with such professional skill and care ordinarily provided by such consultants practicing the same profession or trade in the St. Louis Metropolitan Area.
9. **Confidentiality.** During the course of performing under this **AGREEMENT**, **CONSULTANT** may become privy to information identified by **DISTRICT** as confidential, or which is otherwise considered by its nature to be confidential. **CONSULTANT** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.
10. **Publicity.** Unless directed otherwise by the **DISTRICT**, **CONSULTANT** shall include in all publicity generated by it concerning the **PROJECT**, and which is the

subject of this **AGREEMENT**, that the **PROJECT** is "funded, in part, by the Great Rivers Greenway District."

11. **Compliance with ADA and Other Applicable Law.** **CONSULTANT** shall perform all tasks in compliance with all applicable laws, rules, regulations, ordinances, and standards, including, but not limited to, the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§225.611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at §8.610 et seq., as well as any modifications, amendments or update to any of these standards in effect during the term of this **AGREEMENT**. Any deviation from the requirements of this Section 11 must be approved in writing by **DISTRICT**.

12. **Indemnity/Hold Harmless.** **CONSULTANT** agrees to indemnify and hold harmless **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees from and against any and all claims, demands, actions, damages, liability and expense, including reasonable attorneys' and other professional fees, and the expenses of such parties ("Claims"), in connection with loss of life and bodily injury and/or damage of property arising from the **SCOPE OF WORK** or **CONSULTANT'S** work and operation under this **AGREEMENT**, but only to the extent caused by the negligent acts or omissions, in whole or part, of **CONSULTANT**, its officers, agents, employees, representatives, members, consultants, and/or subconsultants. In addition to the foregoing, **CONSULTANT** shall require that any representative, agent, consultant, or subconsultant with

which it enters into any agreements or contracts to perform any work related to this **AGREEMENT** agree to hold harmless **CONSULTANT** and **DISTRICT** for any loss or damage caused in whole or in part by the negligent acts or omissions of said representative, agent, consultant, or subconsultant.

CONSULTANT shall defend **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees, from and against any and all Claims (excluding only Claims arising out of **CONSULTANT'S** professional negligence, errors and omissions), arising in whole or in part out of, in connection with, resulting from, or incidental to **CONSULTANT'S** operation under this **AGREEMENT**.

13. **Insurance**. **CONSULTANT** shall maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance with liability limits of not less than \$2,000,000.00 for injury to or death of one or more persons in any one occurrence and \$2,000,000.00 for damage or destruction to property in any one occurrence prior to executing this **AGREEMENT**. **DISTRICT** shall be named as an additional insured on **CONSULTANT'S** comprehensive general liability insurance, automobile liability insurance, and property liability insurance policies. Such insurance shall not be cancelled without prior notification to the **DISTRICT**. **CONSULTANT** shall also maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this **AGREEMENT** for the Professional Services performed pursuant to this **AGREEMENT** in a policy limit not less than \$2,000,000.00 for each claim and aggregate, and shall provide **DISTRICT** with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the

policy, when requested. **CONSULTANT'S** duty and obligation to maintain Professional Liability insurance and provide the insurance policy to **DISTRICT** shall survive termination of this **AGREEMENT**.

If required by applicable law, **CONSULTANT** shall also maintain Worker's Compensation Insurance protecting **CONSULTANT** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit. **CONSULTANT'S** Worker's Compensation insurance policy shall also protect **CONSULTANT** against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$ Statutory Limit each accident
Bodily Injury by Disease	\$ Statutory Limit policy limit
Bodily Injury by Disease	\$ Statutory Limit each employee

An umbrella or excess liability policy may be used to attain the shown Workers' Compensation and Employers' Liability limits.

CONSULTANT shall ensure that any of its agents, representatives, consultants, or subcontractors procured or used in connection with the **PROJECT** and this **AGREEMENT** also maintains insurance policies consistent with the requirements set forth in this **Section 13**.

14. **Termination.** This **AGREEMENT** may be terminated as follows:

- a. For failure to perform or for other breach of the terms of this **AGREEMENT**, **DISTRICT** may terminate by giving written notice to **CONSULTANT**, seven (7) days prior the date of termination or,

- b. Without cause, either party may terminate by giving written notice to the other thirty (30) days prior to the date of termination.

DISTRICT will pay **CONSULTANT** for all services and reasonable costs incurred prior to the date of termination; subject, however, to **CONSULTANT** delivering an invoice and supporting documentation in accordance with the terms set forth in Section 2 of this **AGREEMENT**. In the event this Agreement is terminated due to a breach by **CONSULTANT**, **DISTRICT** shall have all remedies available to it at law or in equity.

- 15. **Notice.** All notices required or permitted under this **AGREEMENT** shall be deemed served when received by personal delivery, by nationally recognized overnight carrier or certified mail, return receipt requested, postage prepaid at the following addresses:

DISTRICT

CONSULTANT

Great Rivers Greenway District
6178 Delmar Blvd
St. Louis, MO 63112
Attn: CEO

- 16. **Waiver.** The failure of one party to require performance of any provision of this **AGREEMENT** shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this **AGREEMENT** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

- 17. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any legal proceedings brought hereunder shall be brought in the Circuit Court of St. Louis County,

Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.

18. **Attorney Fees and Costs.** In the event that **DISTRICT** shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this **AGREEMENT**, and **DISTRICT** shall be successful in whole or part in the prosecution or defense of such litigation, **CONSULTANT** shall pay all costs, expenses and reasonable fees incurred or paid by the **DISTRICT** in connection with such litigation.

19. **E-Verify Affidavit.** Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit B confirming **CONSULTANT'S** enrollment in a federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo. **CONSULTANT** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONSULTANT** under this **AGREEMENT** is \$5,000 or less, or (ii) **CONSULTANT** does not have any employees. In the event **CONSULTANT** is not required to execute the affidavit attached hereto as Exhibit B because **CONSULTANT** has no employees, **CONSULTANT** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has no employees.

20. **Warranties and Representations of Consultant.** **CONSULTANT** hereby represents, warrants, and covenants to **DISTRICT** that: (1) it has the lawful power and authority to enter into this **AGREEMENT**; (2) acting through its duly authorized officers or representative it has duly authorized the execution of this

AGREEMENT; and (3) neither the execution nor the fulfillment of or compliance with the terms hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement, or instrument to which

CONSULTANT is now a party or by which it is bound.

21. **Conflict.** In the event of any conflict or inconsistency between the provisions of the body of this **AGREEMENT** and the exhibits attached hereto, the provisions of the body of this **AGREEMENT** shall control and govern.

22. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CONSULTANT**, and supersedes all prior negotiations, representations or agreements, either written or oral.

23. **Amendment.** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONSULTANT**.

[Signature Page to Follow]

WHEREFORE, the parties have set their hands the day and date first above written.

DISTRICT	CONSULTANT
<p>Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District</p> <p>By: _____ Susan Trautman, Chief Executive Officer</p>	<p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

EXHIBIT A

[SCOPE OF WORK]

EXHIBIT B

Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County/City of -
_____, State of _____, personally appeared
(Name) _____, who is

(Title) of _____
(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a
limited liability company), and is authorized to make this affidavit, and being duly
sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature _____

Name: _____

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

Notary Public

My commission expires: _____