

REQUEST FOR PROPOSAL
For
Kiener Plaza Host/Ambassador Program Services

SUBMITTAL DUE DATE: November 6, 2026 10:00 AM CST

SUBMITTAL LOCATION: Great Rivers Greenway

ATTN: Ben Grossman
3745 Foundry Way Suite 253
St. Louis, MO 63110

QUESTIONS AND INFORMATION

Questions or information related to this request should be directed to: Ben Grossman, Vice President of Greenway Operations, bgrossman@grgstl.org. Questions regarding this proposal are to be sent via email no later than October 22, 2026, 5:00 PM prevailing Central Time. Responses shall be issued no later than October 29, 2026, 5:00 PM prevailing Central Time to all known Request For Proposal holders.

BACKGROUND

Great Rivers Greenway (GRG) is seeking proposals for a hospitality-focused Host/Ambassador Program at Kiener Plaza. The selected firm will provide ambassador staffing, supervision, training, reporting, quality assurance, and program administration.

PROJECT OVERVIEW

Kiener Plaza serves residents, workers, visitors, families and event attendees. GRG seeks a service-first ambassador model emphasizing hospitality, visibility, customer service, reporting, and community engagement. These services are intending to replace the existing security guards at the park that cover two shifts from approximately 6 am to 10 pm, 7 days a week for the duration of 2027. The intent is to enter into a contract for the 2027 calendar year with the option of renewals in 2028, 2029 and 2030.

SCOPE OF SERVICES

Visitor hospitality; wayfinding; park monitoring; maintenance and hazard reporting; event support; community engagement; coordination with police, social service and operations partners; program management and supervision.

- One individual on duty at a time in Kiener Plaza to be present from approximately 6am to 10pm daily. Schedules can be flexible and working during adverse weather or holidays where usership would be anticipated to be low, coverage would not be needed. Overlapping schedules with hosts or other guard services may be desirable, and staffing should remain flexible and adaptable.
- Staffing area is inside the boundaries of Kiener Plaza Park. A visitor center is located in the park where individuals will have access to a climate-controlled office and restroom, access to a computer, security cameras and storage facility.
- Facilities Upkeep:
 - Maintenance/landscape contractors visit the park once a day to empty trash cans and perform landscaping duties. Hosts should expect to perform litter collection throughout the park as encountered.
 - Perform as-needed sanitary work including, but not limited to wiping down tables/chairs, signs, playground equipment, benches, etc.
 - Minor graffiti or tagging removal (wiping off w/specific products vs. Large-scale remediation).
 - Visitor center restroom monitoring and cleaning; restroom is not accessible to the public.
 - For special events or programs, a public restroom may be made available, and hosts would be expected to clean up that facility before/during/after those events.
 - Support City of St. Louis with minor snow/ice support around the visitor center and office. Duties would be limited to maintaining an accessible route around the office/visitor center for staff to access during snow/ice events.
 - Notifying GRG and City staff when services are needed beyond the capabilities of the hosts that should be addressed before the next scheduled service day.
- Hosts should interact with park visitors regularly throughout their shift and ensure a welcoming and inviting experience is shared by all who visit Kiener Plaza.
 - Hosts should be intimately familiar with the park's operations, ownership, and partnership model including City of St. Louis Park ordinances.
 - Educate and encourage compliance with park rules and ordinances through positive visitor engagement, focusing on public awareness rather than active enforcement.

- Hosts should be familiar with the downtown area, amenities, events, sporting schedules, wayfinding, and public services such as transportation and parking.
- This is a Safety-Adjacent Role: hosts are expected to be a courteous, visible presence, reporting serious concerns to supervisors or 911 rather than direct enforcement.
- Partner Collaboration: Work with variety of downtown partners, contractors, and special event operators including City of St. Louis, Gateway Arch Park Foundation and Greater St. Louis, Inc. to name a few.
- Program and Special Event Support: equipment check-out; park maintenance; support event setup/breakdown
- Hosts are expected to spend minimal time on their phones and mobile devices except to perform essential duties of the role.
- Daily Activity Reports: Submitted electronically
- Required: age 18+, high school diploma/GED, First Aid/CPR/AED certification (or obtained within first month)
- Highly recommend the following skills/training or planned within the first month:
 - Customer service
 - Deescalation training
 - Incident observation and reporting
 - Coordination protocols for police, 911, social services, GRG staff, and downtown partners.

STAFFING REQUIREMENTS

Provide staffing plans, supervision structure, scheduling approach, recruitment and retention practices, contingency coverage and training programs.

GRG PROVIDED EQUIPMENT/SUPPLIES

- All cleaning supplies, tools, equipment necessary to perform all duties provided in this scope of work. Contractor is expected to communicate if any specific items are requested and when supplies are running low to allow for timely restocking.
- Storage space for personal items and break space
- Shared office space with access to a computer to file daily reports, view security cameras, etc.
- Logo/branded outerwear during inclement or cold weather. Specific items TBD between firm and GRG. (I.e. vest to be worn over personal outerwear or outerwear provided by GRG)
- Keys and access cards for the visitor center/office/storage/restrooms
- Lawn games and visitor check-out equipment

CONTRACTOR PROVIDED EQUIPMENT/SUPPLIES

The selected firm/contractor should be expected to provide the following items unless otherwise stated in their proposal.

- Radios, phone, tablets for communication
- Reporting system for daily/weekly reports
- Uniforms (see below for requirements of submittal)

PROPOSAL REQUIREMENTS

- The name and address of the vendor.
- Organizational qualifications and relevant experience providing ambassador, hospitality, public-space, visitor services or comparable staffing programs.
- Proposed program approach for Kiener Plaza, including hospitality, visibility, customer service, reporting and community engagement.
- Staffing plan, supervision structure, scheduling approach, recruitment and retention practices, and contingency coverage.
- Training curriculum, uniform samples, and sample monthly report.
- All pricing associated with delivering the program.
- Date of availability.
- Any exceptions to the requirements of this request.

ATTACHMENT A - UNIFORM SAMPLES

Provide color images/photos/renderings of proposed uniforms, seasonal options, badges, and branded apparel.

ATTACHMENT B - TRAINING CURRICULUM

Include curriculum covering hospitality, customer service, de-escalation, reporting, emergency procedures, accessibility, event support, and downtown/Kiener Plaza knowledge.

ATTACHMENT C - SAMPLE MONTHLY REPORT

Include staffing metrics, visitor interactions, maintenance concerns, incidents, accomplishments, challenges, and recommendations.

ATTACHMENT D - EXCEPTIONS TO SCOPE OF WORK AND/OR CONTRACT LANGUAGE

Include any specific exceptions in the scope of work or items in the sample contract attached.

ATTACHMENT E - REFERENCES

Include references of three relevant or comparable work experiences. These should include management of public spaces, parks, plazas, downtown ambassador/host programs, hospitality or visitor services, event support and/or safety-adjacent roles.

EVALUATION CRITERIA

Experience 20%; Program Approach 25%; Training/Uniforms/QA 15%; Capacity 15%; Reporting 10%; Cost 15%.

PRICING PROPOSAL

Provide hourly rates for Ambassador positions plus ancillary costs including uniforms, technology, training, supplies, and administration.

Pricing proposal should include:

- Hourly rate by position
- Regular, overtime, holiday and event rates
- Estimated weekly/monthly/annual hours
- Supervisor or management costs
- Uniform costs
- Technology/reporting costs
- Training costs
- Administrative costs
- Optional renewal-year pricing/escalation
- Total annual not-to-exceed amount

PROCUREMENT SCHEDULE

Issue Date: October 1, 2026

Onsite Meeting: 9:00 AM CST, October 14, 2026

Questions Due: 5:00 PM CST, October 22, 2026

Responses Issued: 5:00 PM CST, October 29, 2026

Proposal Due Date: 10:00 AM CST, November 6, 2026

Interviews Scheduled If Needed: Week of November 9 & 16, 2026

Board of Directors Meeting: December 8, 2026

Anticipated Contract Beginning Date: January 1, 2027

Submittals may be made by uploading in PDF at Great Rivers Greenway. No late submittals will be accepted.

CONTRACT TERM

One-year initial term (2027) with up to three (3) one-year renewal options (2028, 2029 & 2030).

GENERAL PROVISIONS

Any contract awarded as a result of this Request for Proposal will be awarded without discrimination on race, color, religion, age, sex, sexual orientation, or national origin. Great Rivers Greenway reserves the right, at its sole discretion, to reject any or all submittals, waive minor informalities, cancel, revise or extend this solicitation, request additional information, and award in the best interest of Great Rivers Greenway. This Request for Proposal does not obligate Great Rivers Greenway to pay any costs incurred by any respondent in preparing or submitting a proposal. Prospective vendors shall comply with applicable federal, state and local laws, including applicable accessibility and nondiscrimination requirements.

Any contract awarded pursuant to this Request for Proposal shall require the vendor to meet the insurance requirements stipulated by the contract and to provide certificates of insurance acceptable to Great Rivers Greenway prior to beginning work. The selected vendor shall maintain all required coverage throughout the contract term, including any renewal periods, and shall name Metropolitan Park and Recreation District, d/b/a Great Rivers Greenway and the City of St. Louis as an additional insured where required by the contract.

Any contract awarded pursuant to this Request for Proposal shall require the vendor to execute and deliver to Great Rivers Greenway an affidavit confirming the vendor's enrollment in the E-Verify federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo., as well as a copy of the vendor's E-Verify Memorandum of Understanding. Vendors shall not be required to execute the affidavit and supply an E-Verify Memorandum of Understanding copy if either the compensation to be paid under the contract is \$5,000 or less, or the vendor

does not have any employees; however, an affidavit attesting that the vendor has no employees will still be required.

Any contract awarded pursuant to this Request for Proposal will require the contracting company to execute and deliver to Great Rivers Greenway an affidavit certifying that the company and any company affiliated with it does not boycott Israel and will not boycott Israel during the term of the contract. This paragraph shall not apply if the compensation to be awarded under the contract is less than \$100,000 or if the company has fewer than 10 employees; however, an affidavit attesting that the company has fewer than 10 employees will still be required. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

SERVICE AGREEMENT
(Kiener Plaza Host Program Services)

THIS AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 20__ by and between the **METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT** (hereinafter the “**DISTRICT**”) and _____ (hereinafter the “**SERVICE PROVIDER**”).

1. **Scope of Work.** The **SERVICE PROVIDER** agrees to perform the 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**, the **SERVICES**, or the **WORK**.

2. **Compensation.**

a. The **DISTRICT** shall pay to the **SERVICE PROVIDER** a total sum not to exceed _____ Dollars (\$_____) (the “**CONTRACT SUM**”), subject to annual appropriation by the **DISTRICT’S** Board of Directors, for the **SCOPE OF WORK**. The payment of the **CONTRACT SUM** shall be made (i) in accordance with a written invoice submitted by the **SERVICE PROVIDER**, under an accompanying standard GRG Consultant Services Invoice Coversheet, 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 B. If the payment terms set forth in Exhibit B for the **SCOPE OF WORK** is to be based on a calculation using an hourly rate, said hourly rate shall not be increased during the term of this **AGREEMENT** unless expressly set forth in Exhibit B. Notwithstanding anything to the contrary herein, **SERVICE PROVIDER** 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 **SERVICE PROVIDER'S** total compensation for the **SCOPE OF WORK** exceed \$. **DISTRICT** shall have the right to withhold, as retainage, five percent (5%) of each progress payment. In the event of a dispute with regard to any item included in an application for payment, **DISTRICT** shall make payment for items not disputed and shall have the right to withhold from payment the amount of such disputed item while the parties attempt to resolve the dispute.

b. **Progress Payments and Final Payment.** Based upon applications for payment submitted by **SERVICE PROVIDER** to **DISTRICT** and approved by **DISTRICT**, **DISTRICT** shall make monthly payments to **SERVICE PROVIDER** as provided in this paragraph. Each application for payment shall include **SERVICE PROVIDER'S** invoices for the applicable time periods, **SERVICE PROVIDER'S** certified payrolls, and any other information which **DISTRICT** may

reasonably require. **DISTRICT** shall not be obligated to pay for labor not yet performed. If **SERVICE PROVIDER** timely and properly submits complete applications for payment to **DISTRICT**, then, to the extent approved by **DISTRICT**, **DISTRICT** shall pay **SERVICE PROVIDER** based upon such applications within thirty (30) days of **DISTRICT'S** approval. In the event of a dispute with regard to any item included in an application for payment, **DISTRICT** shall make payment for items not disputed and shall have the right to withhold from payment the amount of such disputed item while the parties attempt to resolve the dispute. Final payment, constituting the entire unpaid balance of the **CONTRACT SUM**, shall be made by **DISTRICT** to **SERVICE PROVIDER** when: (i) **SERVICE PROVIDER** has fully performed the **WORK**, and (ii) a final application for payment has been submitted by **SERVICE PROVIDER** and approved by **DISTRICT**. **DISTRICT's** final payment to **SERVICE PROVIDER** shall be made no later than thirty (30) days after **DISTRICT's** receipt and approval of the properly submitted and complete final application for payment. Notwithstanding anything contained herein to the contrary, **DISTRICT** may withhold payment on account of defective **WORK** not remedied, claims filed by third parties relating to the **WORK**, failure of **SERVICE PROVIDER** to pay subcontractors or to pay for labor, material, or equipment, damage to **DISTRICT** or another person or entity caused

by **SERVICE PROVIDER**, subcontractors, or material suppliers, or protection of **DISTRICT** from loss of any kind

3. **Service Provider's Period of Service.** The **SERVICE PROVIDER'S** services shall be performed expeditiously and consistent with the **SERVICE PROVIDER'S** 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 **SERVICE PROVIDER'S** services shall begin on the date of this **AGREEMENT** and shall be completed by December 31, 2027. Notwithstanding the foregoing, the **DISTRICT** shall have the right to delay the start of or suspend the **SERVICE PROVIDER'S** performance under this **AGREEMENT** on a temporary basis and for any period of time upon providing notice to the **SERVICE PROVIDER** of such delay or suspension and the reason therefor.

4. **District's Representative.** **DISTRICT** hereby designates Ben Grossman 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 **SERVICE PROVIDER'S** performance of the **SCOPE OF WORK**.

5. **Service Provider's Representative.** **SERVICE PROVIDER** hereby designates [REDACTED] as **SERVICE PROVIDER'S** representative to act on **SERVICE PROVIDER'S** behalf with respect to the **PROJECT** ("**SERVICE PROVIDER'S REPRESENTATIVE**"). **SERVICE**

PROVIDER'S REPRESENTATIVE shall not be changed without **DISTRICT'S** written consent, except in the event that **SERVICE PROVIDER'S REPRESENTATIVE** is no longer employed by **SERVICE PROVIDER**.

6. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT**. **SERVICE PROVIDER** shall be deemed an independent contractor for purposes of this **AGREEMENT**. Except as specifically authorized in writing, **SERVICE PROVIDER** is not authorized to bind **DISTRICT** to any contractual obligations. In fulfilling its obligations and performing the **WORK** under this **AGREEMENT**, **SERVICE PROVIDER** and its subcontractors and material suppliers shall meet the standards of professional care, skill, and diligence practiced by contractors practicing on projects of comparable scope, size, and complexity. **SERVICE PROVIDER** will perform the **WORK** in an efficient manner and will use its professional efforts at all times in an expeditious and economical manner to further the interests of the **DISTRICT**. **SERVICE PROVIDER** shall be solely responsible for all procedures, methods and techniques of performance of the **WORK**, and for safety procedures and methods. **DISTRICT** hereby requires **SERVICE PROVIDER** to be, and **SERVICE PROVIDER** hereby agrees to be, committed to providing a safe working environment at the **PROJECT** site. **SERVICE PROVIDER** shall clean up, haul away, and dispose of all debris created by the **WORK** in compliance with all applicable laws and will leave the **PROJECT** site clean.

7. **Subcontracting of the Work.** **DISTRICT** hereby consents to the subcontracted services and designated subcontractors set forth on Exhibit C. Other than as set forth in Exhibit C, the **SERVICE PROVIDER** shall not subcontract, delegate the performance thereof, or assign any of the **WORK** without first obtaining the written consent of the **DISTRICT**. Unless otherwise stated in such written consent, no assignment or delegation shall release or discharge the assignor or obligor from any obligation pursuant to this **AGREEMENT**. The **DISTRICT** shall be named as an intended third-party beneficiary of any of the **SERVICE PROVIDER'S** subcontracts. Any subcontractor performing services pursuant to this **AGREEMENT** shall maintain throughout the duration of the **AGREEMENT**, insurance as provided in Section 12 herein in a minimum policy amount equivalent to that of the **SERVICE PROVIDER** under this **AGREEMENT** and provide the **DISTRICT** with certification thereof.

8. **Confidentiality.** During the course of performing under this **AGREEMENT**, **SERVICE PROVIDER** may become privy to information identified by **DISTRICT** as confidential, or which is otherwise considered by its nature to be confidential. **SERVICE PROVIDER** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder. The provisions of this Section 9 shall survive the termination or expiration of this **AGREEMENT**.

9. **Compliance with ADA and Other Applicable Law.** **SERVICE PROVIDER** 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 10 must be approved in writing by **DISTRICT**.

10. **Indemnity/Hold Harmless.** **SERVICE PROVIDER** 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"), arising out of or resulting from the performance of the **WORK** or **SERVICE PROVIDER'S** work and operation under this **AGREEMENT**, including, but not limited to (a) loss due to bodily injury, including death, and property damage, and (b) other economic damage, which are caused or occasioned, in whole or in part, by any negligent or intentional act or omission, breach of contract, or violation of law, of the **SERVICE PROVIDER**, its officers, agents, employees, representatives, members, consultants, and/or subconsultants or subcontractors. In addition

to the foregoing, **SERVICE PROVIDER** 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 **SERVICE PROVIDER** 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.

SERVICE PROVIDER shall defend **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees, from and against any and all Claims arising in whole or in part out of, in connection with, resulting from, or incidental to **SERVICE PROVIDER'S** operation under this **AGREEMENT**. The obligations regarding claims against the **DISTRICT** or its agents or employees by any employee of the **SERVICE PROVIDER**, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and the indemnification obligation under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the **SERVICE PROVIDER** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. Whenever the **WORK** performed lies within the corporate limits of any city, town or village, the **SERVICE PROVIDER** shall also indemnify and save harmless such municipality or municipalities, and the officers, engineers, representatives, agents, and employees thereof from all suits, actions or claims of any character, name or description brought for or on account of any injuries or damages received or

sustained by any persons or property by or from the said **SERVICE PROVIDER**, or by or in consequence of any neglect in safeguarding the **WORK**, or by or on account of any act or omission, neglect or misconduct of the said **SERVICE PROVIDER**. The provisions of this Section 11 shall survive the termination or expiration of this **AGREEMENT**.

12. **Insurance.** **SERVICE PROVIDER** shall obtain and maintain the insurance coverages described in Exhibit D attached hereto and incorporated herein by this reference.

13. **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 **SERVICE PROVIDER**, 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 **SERVICE PROVIDER** for all services and reasonable costs incurred prior to the date of termination; subject, however, to **SERVICE PROVIDER** 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 **SERVICE PROVIDER**, **DISTRICT** shall have all remedies available to it at law or in equity.

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

DISTRICT

SERVICE PROVIDER

Great Rivers Greenway District
3745 Foundry Way, Suite 253
St. Louis, MO 63110
Attn: Chief Executive Officer

15. **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.

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

17. **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, **SERVICE PROVIDER** shall pay all costs, expenses and reasonable fees incurred or paid by the **DISTRICT** in connection with such litigation.

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

19. **Anti-Discrimination Against Israel Act.** *[This section and Exhibit G may be deleted if under \$100,000 contract value]* Concurrently with execution of this **AGREEMENT**, **SERVICE PROVIDER** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit G confirming that **SERVICE PROVIDER** is not currently engaged in and shall not, during the duration of this **AGREEMENT**, engage in a boycott of goods or services from the State of Israel, in compliance with Section 34.600 R.S.Mo. **SERVICE PROVIDER** shall not be required to execute such affidavit if either (i) the

compensation to be paid to **SERVICE PROVIDER** under this **AGREEMENT** is less than \$100,000, or (ii) **SERVICE PROVIDER** has less than ten (10) employees. In the event **SERVICE PROVIDER** is not required to execute the affidavit attached hereto as Exhibit G because **SERVICE PROVIDER** has less than ten (10) employees, **SERVICE PROVIDER** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **SERVICE PROVIDER** has less than ten (10) employees.

20. Warranties and Representations of Service Provider. **SERVICE PROVIDER** 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 **SERVICE PROVIDER** is now a party or by which it is bound. **SERVICE PROVIDER** represents and warrants to the **DISTRICT** that all materials and equipment furnished under this **AGREEMENT** and incorporated in the **WORK** will be new unless otherwise specified, and that all **WORK** will be of good quality, free from faults and defects and in conformance with the **SCOPE OF WORK**. All **WORK** not so conforming to these standards shall be considered defective. If required by

the **DISTRICT**, the **SERVICE PROVIDER** shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

21. **Compliance with Applicable Laws.** **SERVICE PROVIDER** and its subcontractors shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes relating to the **WORK**, as the same may be modified from time to time, and the orders and requirements of any governing authority having approval or permitting authority relating to worker safety and any other relevant aspect of **SERVICE PROVIDER'S** activities under this **AGREEMENT**, which include but are not limited to those applicable laws and regulations set forth in Exhibit F attached hereto and by this reference made a part hereof.

22. **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.

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

24. **Amendment.** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **SERVICE PROVIDER**.

[Signature Page to Follow]

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

DISTRICT	SERVICE PROVIDER
Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District By: _____ Mark Perkins, CEO	_____ By: _____ Name: _____ Title: _____

Approved as to form: _____ Husch Blackwell LLP

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK TO BE FINALIZED BY SERVICE PROVIDER

Duties and Responsibilities:

- One individual on duty at a time in Kiener Plaza to be present from approximately 6am to 10pm daily. Schedules can be flexible and working during adverse weather or holidays where usership would be anticipated to be low, coverage would not be needed. Overlapping schedules with hosts or other guard services may be desirable, and staffing should remain flexible and adaptable.
- Staffing area is inside the boundaries of Kiener Plaza Park. A visitor center is located in the park where individuals will have access to a climate-controlled office and restroom, access to a computer, security cameras and storage facility.
- Facilities Upkeep:
 - Maintenance/landscape contractors visit the park once a day to empty trash cans and perform landscaping duties. Hosts should expect to perform litter collection throughout the park as encountered.
 - Perform as-needed sanitary work including, but not limited to wiping down tables/chairs, signs, playground equipment, benches, etc.
 - Minor graffiti or tagging removal (wiping off w/specific products vs. Large-scale remediation).
 - Visitor center restroom monitoring and cleaning; restroom is not accessible to the public.
 - For special events or programs, a public restroom may be made available and hosts would be expected to clean that facility before/during/after those events.
 - Support City of St. Louis with minor snow/ice support around the visitor center and office. Duties would be limited to maintaining an accessible route around the office/visitor center for staff to access during snow/ice events.
 - Notifying GRG and City staff when services are needed beyond the capabilities of the hosts that should be addressed before the next scheduled service day.
- Hosts should interact with park visitors regularly throughout their shift and ensure a welcoming and inviting experience is shared by all who visit Kiener Plaza.

- Hosts should be intimately familiar with the park's operations, ownership, and partnership model including City of St. Louis Park ordinances.
 - Educate and encourage compliance with park rules and ordinances through positive visitor engagement, focusing on public awareness rather than active enforcement.
 - Hosts should be familiar with the downtown area, amenities, events, sporting schedules, wayfinding and public services such as transportation and parking.
- This is a Safety-Adjacent Role: hosts are expected to be a courteous, visible presence, reporting serious concerns to supervisor or 911 rather than direct enforcement.
- Partner Collaboration: Work with variety of downtown partners, contractors, and special event operators including City of St. Louis, Gateway Arch Park Foundation and Greater St. Louis, Inc. to name a few.
- Program and Special Event Support: equipment check-out; park maintenance; support event setup/breakdown
- Hosts are expected to spend minimal time on their phones and mobile devices except to perform essential duties of the role.
- Daily Activity Reports: Submitted electronically
- Required: age 18+, high school diploma/GED, First Aid/CPR/AED certification (or obtained within first month)
- Highly recommend the following skills/training or planned within the first month:
 - Customer service
 - Deescalation training
 - Incident observation and reporting
 - Coordination protocols for police, 911, social services, GRG staff and downtown partners.

EXHIBIT B
FEE SCHEDULE

EXHIBIT C
SUBCONTRACTORS

List any subcontractors, company name, their percentage of the contract if available. If no subcontractors, state that here.

EXHIBIT D

INSURANCE REQUIREMENTS

SERVICE PROVIDER maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance with liability limits of not less than \$3,000,000.00 for injury to or death of one or more persons in any one occurrence and \$3,000,000.00 for damage or destruction to property in any one occurrence prior to executing this **AGREEMENT**. **DISTRICT** shall be named as an additional insured on **SERVICE PROVIDER'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**. **SERVICE PROVIDER** shall provide **DISTRICT** with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policies, when requested.

If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or **PROJECT**. CGL insurance shall be written on ISO occurrence form CG 2010 1185 (or a substitute form providing the equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product completed operations (with completed operations to remain in force for as long as **SERVICE PROVIDER** or those included as additional insureds bear exposure under all applicable statutes of limitation following project completion), personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Business Automobile Liability shall be a standard ISO version Business Automobile

Liability coverage form, or its equivalent, providing coverage of not less than \$1,000,000 per occurrence for claims involving bodily injury and property damage that might arise during the term of this agreement. Coverage shall extend to owned and non-owned autos.

If required by applicable law, **SERVICE PROVIDER** shall also maintain Worker's Compensation Insurance protecting **SERVICE PROVIDER** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit. **SERVICE PROVIDER'S** Worker's Compensation insurance policy shall also protect **SERVICE PROVIDER** 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	\$ 1,000,000 per Occurrence
Bodily Injury by Disease	\$ 1,000,000 per Occurrence
Bodily Injury by Disease	\$ 1,000,000 per Occurrence

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

SERVICE PROVIDER 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 Exhibit. No party may begin WORK under the AGREEMENT until it has obtained all insurance required as specified herein.

SERVICE PROVIDER shall cause the following parties to be named as an additional insured on **SERVICE PROVIDER'S** comprehensive general liability insurance and automobile insurance policies: (i) the **DISTRICT**; [(ii) *insert owner of property where work taking place, if applicable*; (iii) *insert municipality, if applicable, if applicable*].

SERVICE PROVIDER shall provide 30-days' notice to the **DISTRICT** prior to cancellation of such insurance, and ten (10) days' notice prior to cancellation for nonpayment of premium. Each policy shall be endorsed to state that the insurer will provide electronic notice to the **DISTRICT**, and **SERVICE PROVIDER** shall provide each insurer the following contact information for **DISTRICT**:
Accounting, Great Rivers Greenway; E-mail: accounting@grgstl.org.

SERVICE PROVIDER and/or Subcontractors and/or Sub-subcontractors must release and waive, on behalf of themselves and their respective insurers, any and all rights of recovery against the **DISTRICT**, and its representatives, for loss of damage to **SERVICE PROVIDER** or any Subcontractor, Sub-subcontractor, or any third party to the extent that such loss or damage is insured against or under any applicable insurance policy. Any money due the **SERVICE PROVIDER** by insurance under and by virtue of this **AGREEMENT** as shall be considered necessary by the **DISTRICT** for such purpose, may be retained for the use of the **DISTRICT**, or in case no money is due; **SERVICE PROVIDER's** surety shall be held until such suit, actions or claims have been settled and suitable evidence to that effect furnished to the **DISTRICT**. The cost of providing all insurance specified herein shall be included in the bid price

submitted by the **SERVICE PROVIDER** for this **PROJECT**. It shall be the **SERVICE PROVIDER'S** sole responsibility to notify its insurance carrier of the requirements set forth herein and the **SERVICE PROVIDER'S** non-compliance with the specified insurance requirements shall be just cause for the **DISTRICT** to retain and collect the full amount of the **SERVICE PROVIDER'S** bid security. **DISTRICT** reserves the right to review certified copies of any and all insurance policies to which this **AGREEMENT** is applicable, and with respect to all insurance required, (i) all policies must be occurrence based unless otherwise approved by **DISTRICT**, and (ii) the cost of defense of claims shall not erode the limits of coverage furnished.

EXHIBIT E

**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:

- (2) 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: _____

EXHIBIT F

APPLICABLE LAWS

1. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement the Service Provider agrees to comply with all State and Federal laws applicable to employees working on the Project, including but not limited to the following.
 - a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
 - b. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive

consideration for employment without regard to race, religion, color, sex, or national origin.

- c. The Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the Service Provider's commitments under Section 202, of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Service Provider will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Service Provider will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor shall submit, as part of its Compliance Report, a statement in writing, signed by an authorized office or agent on behalf of any labor union or any agency referring workers or providing for supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with support information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin, and that the signer either will affirmatively cooperated in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall also certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.
- g. In the event of the Service Provider's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further government contracts in accordance with procedure, authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and such remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order

No. 11375 supplemented by Department of Labor regulation (41 CFR Chapter 60) or by rules, regulations, or by order of the Secretary of Labor, or as otherwise provided by Law.

- h. The Service Provider will include the provisions of the foregoing paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) so that such provisions will be binding upon each Subcontractor or vendor. The Service Provider will take such action with respect to any subcontract or purchase order District as a means of enforcing such provision, including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Service Provider may request the United States to enter into such litigation to protect the interest of the United States.
2. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.** Notwithstanding any other provisions of this Agreement, the Service Provider shall perform all task in strict compliance with the American with Disabilities Act, As Amended, 42 U.S.C. 12101 et seq., 47 U.S.C. 225,611, and 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 at the time of construction. Regarding any trail involving property owned, leased, operated or governed by the Missouri Department of Transportation, Service Provider will ensure that all requirements of that agency pertaining to this Agreement are met. Any deviation from the standards of the Americans with Disabilities Act, as Amended, Missouri's accessibility standards or MoDOT requirements whether in accordance with plans or at the discretion of the Service Provider must be approved in writing by the District or its authorized representative before construction or installation by the Service Provider
3. **COMPLIANCE WITH IMMIGRATION LAWS.** The Service Provider agrees to comply with all applicable Federal and State Immigration Laws and to supply District and the owner of the Project site with proof of compliance upon request. Service Provider warrants that each invoice or request for payment submitted by Service Provider certifies such compliance for the period covered by the request. Service Provider agrees to comply with all applicable I-9 collection and reporting requirements and to supply District with proof of I-9 compliance upon request. Service Provider agrees to defend and hold harmless the District and the owner of the Project site from any actions, fines, or penalties resulting from the Service Provider use of illegal workers or any non-compliance with immigration statutes.
4. **UNAUTHORIZED WORKERS.** It shall be the responsibility of Service Provider to ensure that no aliens unauthorized to work in the United States are employed by Service Provider or any subcontractor in connection with the Project. District may require Service Provider to discharge any alien unauthorized to work in the United States. Furthermore,

Service Provider shall, no more than once annually, deliver to District a certificate stating that Service Provider has not employed any aliens unauthorized to work in the United States in the form attached hereto at Exhibit E.

EXHIBIT G

(remove if this contract is under \$100,000 and this is not needed, also remove from contract language).

**Affidavit of Compliance with Anti-Discrimination Against Israel Act
(Section 34.600)
For all Agreements in excess of \$100,000.
Effective August 28, 2020**

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) (the "Service Provider"), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

Pursuant to Section 34.600 of the Missouri Revised Statutes, Service Provider certifies it is not currently engaged in and shall not, for the duration of this agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

The terms used in this affidavit shall have the meaning set forth in Section 34.600 R.S.Mo., et seq.

Signature _____

Name: _____

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

Notary Public

My commission expires: _____