



REQUEST FOR PROPOSAL (RFP) ONLINE MEMBER DIRECTORY

Issued: Friday, April 7, 2017

Issued by:

Sean Ackerson
Executive Director
SOUTHTOWN COUNCIL
6814 Troost Ave
Kansas City, MO 64131
Sean@Southtown.org
816-523-5553

On behalf of:

Brookside Business Association
Brookside CID
Southtown Council
Troost Avenue CID
Waldo Area Business Association
Waldo CID

Submittal deadline:

April 28, 2017, noon (CST)

The Southtown Council, Waldo Area Business Association, Waldo CID, Brookside Business Association, Brookside CID and Troost Avenue CID (hereafter collectively “the Organizations”) are pleased to issue this Request for Proposals (“RFP”) for creating a joint online membership directory, training staff to use to use and update the same, and providing associated support services.

1. **INTRODUCTION & OVERVIEW.** The Southtown Council, Waldo Area Business Association and Brookside Business Association are all non-profit membership associations committed to the continued economic growth and prosperity of the community and to preserving and further enhancing the area's rich history, diversity, and quality of life. The associations are managed by staff of the Southtown Council working with boards independent to each organization. The organizations work in tandem to promote nearly 700 members collectively and are charged with providing vision, leadership and support to member businesses and community leaders to create economic prosperity.

One of many benefits currently offered is promotion of member businesses in a joint membership directory – The Link. The Link is printed and distributed throughout the community. In addition, member businesses are listed on each business association’s individual website. The listings can be searched alphabetically, or by defined category.

The existing printed and online directories are jointly funded by the business associations, in partnership with the Waldo CID, Brookside CID, and Troost Avenue CID. Current listings may be viewed online at:

- <http://www.southtown.org/southtown-members-online-directory>
- <http://www.waldokc.org/directory>
- <http://www.waldokc.org/waldo-map>
- <http://www.brooksidekc.org/brookside-business-association-membership-directory>
- <http://www.brooksidekc.org/map-of-brookside>

2. **PURPOSE & INTENT.** It is the purpose of this RFP is to solicit proposals from qualified parties, conduct a fair and thorough evaluation based on criteria listed in this RFP, and to select the party who best aligns with our need and requirements. The Organizations are seeking proposals for design, hosting, training and support of a new common directory website with its own URL and enhanced features where all members can be searched at least by organization, business category, alphabetically and geographically. The Organizations also seek opportunities to provide options to highlight each organization, new members and premium investors, and to provide opportunities for promoting organization events, and to sell advertising on home, main level category, and secondary info pages to generate new revenue. The desired website is to serve as a recognized resource for citizens and visitors. It should provide a great user experience, be easy to navigate, and provide essential information in a concise and visually appealing format. A strong emphasis on high-quality design and images is desired. The website should be a resource where people can find information about member businesses or be easily directed to the Organization’s individual websites for content.

The audience for the Link Directory and website is internal and external. The internal audience consists of association members, and property owners and businesses with the CID boundaries seeking information about other members. The external audience includes Kansas City residents and visitors seeking information about member businesses and the

Organizations, other members and businesses being recruited, and anyone else interested in the area.

The new website should be compatible for viewing on all popular web browsers including but not limited to the latest versions of Google Chrome, Firefox, Safari, Internet Explorer and Microsoft Edge. The website should also be designed for easy viewing on popular Apple and Android mobile devices. A hero header that reflects the Organizations, links to the Organization's websites, search bar, simple navigation, appealing graphics, spaces for sponsors and opportunity to list new, or premium members is desired.

The content management system solution should be robust, while allowing functionality that enables staff to easily manage daily and routine updates. The intent is for staff to have an active role in maintaining content while the web designer takes on a support role, only occasionally requiring assistance for more involved technical updates.

Content for individual members (provided by the Organizations) is to be organized logically and in a visually appealing manner with search categories in top level navigation. Content will include: name, address, phone, business category, business description, website, social media, map links and an email or other opportunity to request additional information. Some member information may be displayed more prominently to direct users to the most important content. The website should also include additional opportunities for premium members including, but not limited to: individual pages within the site, and premium content including a logo, photo, expanded narratives, advertising or event listing, coupon, and similar.

A digital / online version of the printed Link Directory or similar using page turn or page flip solutions may also be desired. PDF downloads are not desired.

The website should also include a section on advertising in the printed directory and on the new directory website, as well as provide links to information about becoming a member of the Organizations.

3. **SCOPE OF WORK & PROJECT REQUIREMENTS.** All proposals must include an ability to meet the following project requirements. If unable to do so, a comparable alternative may be proposed along with a summary detailing benefits for the substitute solution and how it meets the same purpose/intent. Proposals should also highlight any recommendations for additional capabilities that would provide value.
 - A. **Design:** The website should be designed to meet the purpose and intent above. The Organizations have not pre-determined a desired design or format, and are willing to accept a variety of different proposals that address the project goals. However, at a minimum the design should be intuitive, visually appealing and professional. All proposed design, content management solutions and website features are required to have the following:
 - i. New website with its own URL;
 - ii. Great user experience, easy navigation, concise, and visually appealing, with an emphasis on high-quality design;
 - iii. Search by organization, business category, alphabetically and geographically (at a minimum) with category possibilities in top-level navigation and content organized logically and in a visually appealing manner;

- iv. Sections or pages to highlight each organization with links to the Organizations' individual pages for additional content;
 - v. Most important information displayed more prominently;
 - vi. Sections or pages to highlight new members and premium investors;
 - vii. Section for highlighting the Organizations' events;
 - viii. Opportunities for advertising on home, main level category, and secondary info pages;
 - ix. Opportunities for members to buy premium features for their listing;
 - x. compatible for viewing on all popular web browsers;
 - xi. easy viewing on popular Apple and Android mobile devices;
 - xii. A hero header that reflects the Organizations;
 - xiii. Ability for non-technical individuals to easily update, add or remove individual membership information;
 - xiv. Easily editable pages including the capability to add links to outside website or existing Organization pages, add, remove and update images and ads;
 - xv. Must be search engine optimization capable at a category and page level; and
 - xvi. Must allow a staff administrator to create logins and select user roles for all staff members, with the ability to quickly disable access to the content management system if necessary.
- B. **Content:** Content, including information about each member business, information about the Organizations, photos, logos, and similar will be provided by the Organizations. The selected respondent is encouraged to make recommendations, but a steering committee representing the Organizations will provide and have full editorial control over all content.
- C. **Meetings:** A minimum of the following meetings are required during the development of the website. Additional meetings may be proposed in the response to the RFP:
- i. One face-to-face meeting with a steering committee at the onset of the project to discuss website goals, and to discuss design options, navigation schemes, and desired premium content.
 - ii. Up to four additional face-to-face meetings with a steering committee throughout the project, including a presentation prior to final approval of the final design.
 - iii. Additional conference calls, video conferencing, or screen shares with staff throughout the project as needed. Up to 10 not to exceed 30 minutes each.
 - iv. Additional meetings will be either face-to-face or via telephone as requested. However, the proposer should expect no less than four (4) additional meetings.
 - v. One detailed, in-person training for all staff (up to four) for up to 2 hours following completion of the project.
 - vi. Up to two additional, online or in-person training sessions in the first year following completion of the website for all staff (up to four) for up to 2 hours each, if needed.
 - vii. The selected party shall ensure that appropriate staff are available for in-person and other meetings and training listed above.
- D. **Hosting:** Hosting is required. Third party hosting companies are acceptable. A dedicated server is not required, but shared hosting solutions must have adequate capacity and performance to handle anticipated traffic and provide the desired user experience.

- E. **Testing:** The selected party shall administer the appropriate testing before website launch as necessary to ensure reliability, functionality, and desired performance. The website will not be accepted as complete until passing all final testing.
 - F. **Acceptance & Launch:** The website is to be accepted and launched no later than September 8, 2017 to coincide with the distribution of the printed Link Directory. Phasing may be considered if completion of some elements by September is not feasible. Preference may be given to proposals which include performance guarantees to ensure completion in advance of the deadline.
 - G. **Documentation:** Following completion and approval of the website, user manuals, training tools, and troubleshooting information should be provided as necessary for staff to maintain pages independently as needed.
 - H. **Support:** In addition to training, the Organization's seek a party that can provide ongoing support for at least a three-year period following completion of the project. This should include support via telephone or email with a 24-hour maximum response time during regular business hours, Monday through Friday. The proposal should also outline response times for weekends and holidays, if necessary.
4. **PROPOSAL REQUIREMENTS.** All proposals must include the following. These categories and criteria will be major considerations in evaluating and determining the most qualified and capable party. The following sequence is not intended to reflect any relative weight of each category or criteria.
- A. **Relevant Experience and Expertise:** Include a summary describing the respondent's capabilities, years of relevant experience and expertise, work on similar projects, and interest in the scope of work. Include the name(s) of the person(s) who are authorized to represent the proposer, title, role on the project and contact information. The same information shall be provided for any sub-consultant to be used on the project.
 - B. **Proposal:** Include a statement describing the proposer's approach to the scope of services and project requirements, including, but not limited to, the following. The Organizations reserve the right to negotiate a final scope of services, budget and other fees as part of contract negotiations following the selection process.
 - i. An overview of the project approach.
 - ii. A summary of conceptual design and major content proposed.
 - iii. A summary of the program language and content management system to be used, associated advantages and how it can be used to meet maintenance objectives after website completion.
 - iv. A proposed schedule including major benchmarks, and phases to be completed prior to September 8, 2017, as well as any phases to be completed after that date.
 - v. Any requirements of the Organizations, steering committee or staff not listed in this RFP.
 - C. **Work Samples:** Include one or more samples of similar design and functionality. Describe the respondent's role in completion and major variations between the proposal and the sample(s) provided.
 - D. **Availability:** Include a statement on the availability and commitment of the respondent to undertake the scope of services and to deliver the project on the proposed schedule.

- E. **References:** Include the name, address and telephone number of at least three references who can attest to the respondent's ability to perform the services. Proposal shall include a description of projects completed, and the relationship between each reference and the respondent.
- F. **Disclosure:** Include a disclosure of any professional or personal financial interest which could be a possible conflict of interest in contracting with the Organizations. Membership in or service to one or more of the Organizations is not considered a conflict of interest.
- G. **Budget:** Include a proposed budget including all expenses for completing the project as proposed. The budget shall separately project any ongoing fees for hosting, security, backing up the site, anticipate ongoing maintenance, and other expected fees for the first three-years following completion of the website. All fees to paid as part of the project must be included. Fees not included in the budget, including but not limited to travel, internal printing, transportation, staffing, or similar will not be paid. No fees associated with the creation of the proposal, printing, presentations or other fees incurred prior to selection will be paid as part of the project. The Organizations reserve the right to negotiate a final scope of services, budget and other fees as part of contract negotiations following the selection process.
- H. **Adherence to Contract:** A Professional Services Agreement is included as Attachment 1. Selection is conditioned on execution of this agreement. Respondent shall thoroughly review the agreement and include a statement confirming the ability to comply with the terms and/or state any terms for which it will request re-negotiation.
- I. **Additional Materials:** The proposal may include promotional materials, brochures and other items that represent the qualifications, experience and expertise of the respondent, but may substitute any of proposal requirements above.

5. PROPOSAL & EVALUATION CRITERIA.

- A. **Minimum Qualifications.** All respondents shall possess the professional skills, qualifications and experience necessary to deliver the project on time and within budget. It shall be the respondent's responsibility to obtain licenses to work in Kansas City, Jackson County and the State of Missouri as may be required prior to the start of any work.

Membership in one or more of the Organizations is not required to respond to the RFP. Although respondents are not required to be a member to submit an RFP, membership will be required to join at least one of the Organizations if selected. In addition, businesses that are members of one or more of the Organizations at the time the proposal is submitted will have preference when all else is equal.

Although qualifications, experience, budget, timeline, and other factors are primary considerations in choosing the best proposal, the Organizations have agreed that, in certain instances, choosing a member serves a valid organizational and public purpose of supporting businesses that, among other attributes, support the organizations, and pay dues and taxes to the Organizations, or are located on properties that do the same. When the proposed budget is the deciding factor, a proposal from a non-member must

be at least 5% lower when comparable services are also available from an Organization member.

Membership options can be discussed by contacting Natalie Nelson at Natalie@Southtown.org.

- B. Submittal Requirements & Deadline.** The response to this RFP should be delivered as follows: Six hard copies plus one (1) electronic PDF file version (delivered on a CD or flash drive) shall be submitted to the address below in a sealed package clearly marked as follows and must be received at the address below by noon (CST) on April 28, 2017. Proposals will be opened at that time. Any proposals received after the specified date and time will be rejected and returned unopened.

Directory Website Proposal

c/o Southtown Council
6814 Troost Ave
Kansas City, MO 64131

- C. Evaluation Criteria:** The ability to meet the purpose and intent of the project, proposed approach to the project, qualifications, reputation, creativity, and ability to complete the project on time and within a reasonable budget will be primary considerations in selecting a winning proposal. However, evaluation is not limited to these criteria, the criteria may not be weighted equally, and additional criteria may be used as deemed appropriate by the Organizations during the selection process.

D. Selection Timeline (subject to change):

- i. Fri, April 7, 2017 RFP issued and posted on Organization websites
- ii. Fri, April 28, 2017 Receipt of proposals due by noon (CST)
- iii. Mon, May 1, 2017 A selection committee comprised of representatives from the Organizations will evaluate proposals and select a preferred company to begin contract negotiations. If multiple exceptional proposals are received, the selection committee will select a short-listed group of finalists for interviews.
- iv. Tues, May 2, 2017 Short-listed companies are notified (if applicable)
- v. Mon, May 8, 2017 Short-listed companies are interviewed (if applicable), selected company is notified and contract negotiations begin
- vi. May 15 – 19, 2017 Scope of services, budget and professional services agreement are finalized, executed and notice to proceed is issued.

- E. Valid Period & Withdrawal:** Proposals must be valid for 120 days after submittal, and may not be modified or withdrawn after the submittal deadline. However, a respondent may withdraw a proposal from the selection process at any time prior to the submittal deadline.

- 6. RESERVED RIGHTS.** In addition to any other reserved rights listed in this RFP, the Organizations reserve the right to:
- waive any irregularities and/or reject any and all submittals, and are under no obligation to award a contract to any respondent submitting a proposal.
 - to request a change in any proposed submittal, team members, or sub-consultants, if deemed necessary.

- negotiate a final scope of services, budget and other fees as part of contract negotiations following the selection process.
 - negotiate with additional respondents should terms not be reached with the selected respondent.
 - modify the requirements or deadlines in this RFP as deemed necessary.
7. **OWNERSHIP & CONFIDENTIALITY.** All materials submitted shall become the property of the Organizations and shall be subject to the laws and regulations relating to the disclosure of public information. No guarantee of privacy or confidentiality is offered or implied.
8. **QUESTIONS.** Questions and clarifications shall be directed to Sean Ackerson, Executive Director, at Sean@Southtown.org or 816-523-5553. Depending on the nature of the question or clarification, responses may be posted on the Organizations websites and made available to other respondents when deemed appropriate.

PROFESSIONAL SERVICES AGREEMENT FOR
Directory Webpage and Support

THIS SERVICE AGREEMENT, entered into on this ____ day of _____, 2017 by and between the BROOKSIDE BUSINESS ASSOCIATION, BROOKSIDE CID, SOUTHTOWN COUNCIL, TROOST AVENUE CID, WALDO AREA BUSINESS ASSOCIATION, and WALDO CID (collectively "Southtown") and _____ ("Service Provider").

WHEREAS, Southtown requires a new member directory webpage and ongoing support ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all website design, graphic design, hosting, testing, support and other related services provided by the Service Provider in accordance with this Agreement.
- B. Southtown agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the *Exhibit A – Scope of Services and Fees*, attached hereto and incorporated by reference.
- C. Southtown reserves the right to direct revision of the Services at Southtown's discretion. Service Provider shall advise Southtown of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of Southtown and only to the extent defined and required by Southtown. Any additional services or materials provided by the Service Provider without Southtown's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from Southtown for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to Southtown that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, experience, expertise and certifications required to perform the Services and complete the Project.

III. COMPENSATION

- A. As consideration for providing the Services, Southtown shall pay Service Provider as follows:
 - 1. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
 - 2. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- B. Service Provider shall submit an itemized invoice to Southtown on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. Southtown agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by Southtown. In the event of a dispute, and prior to the invoice's due date, Southtown shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by Southtown to assure proper accounting for all funds. These records will be made available for audit purposes to Southtown or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by Southtown.

IV. SCHEDULE

- A. Unless otherwise directed by Southtown, Service Provider shall commence performance of the Services upon execution of this Agreement and receipt of a notice to proceed.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Scope of Services and Fees.
- C. Neither Southtown nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by Southtown, Service Provider shall have no claim against Southtown for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify, defend and hold harmless Southtown and its officers, board members, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to Southtown, except to the extent that such claims arise from materials created or supplied by Southtown.

- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to Southtown's oversight and general guidance. Southtown reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While on Southtown's premises, the Service Provider's employees and agents shall be subject to Southtown's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by Southtown. Accordingly, Service Provider hereby assigns to Southtown all of its right title and interest in and to such Works.

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Southtown.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of Southtown. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:

Southtown
Attn: Sean Ackerson, Executive Director
6814 Troost Avenue
Kansas City, MO 64131
Sean@Southtown.org

- A. Notices sent by Southtown shall be sent to:
(insert here)

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. However, no work shall commence without a writing notice to proceed being issued by Southtown.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by Southtown, except as may be otherwise stated herein.
- C. Notwithstanding Article XI, Paragraph B, Southtown reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. Southtown shall compensate Service Provider for the Services that have been completed to Southtown's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. Southtown and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of Southtown's Executive Director as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between Southtown or Service Provider and any person or entity with whom Southtown or Service Provider has a contractual obligation to

arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with Southtown, except by written consent containing a specific reference to the Agreement signed by Southtown and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of Southtown thereto. Provided, however, that the claims for money by Service Provider from Southtown under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to Southtown.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of Southtown without express direction and consent of Southtown.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save Southtown harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 1. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, 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.

2. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 3. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of Southtown. Except as expressly contracted herein, no member of the Southtown Board of Directors and no other officer, employee, or agent of Southtown who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by Southtown and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit of Southtown. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BROOKSIDE BUSINESS ASSOCIATION,
BROOKSIDE CID, SOUTHTOWN COUNCIL,
TROOST AVENUE CID, WALDO AREA BUSINESS
ASSOCIATION, and WALDO CID (collectively
"SOUTHTOWN")

By: _____

Sean Ackerson, Executive Director

ATTEST:

(Insert name)

SERVICE PROVIDER (insert name)

By: _____

(Insert authorized name and title)

ATTEST:

(Insert name)

EXHIBIT A
SCOPE OF WORK & FEES

(insert)

EXHIBIT B
INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain, through the duration of this Agreement and for any period of additional service to the Organizations after project completion, Professional Liability – Errors and Omissions Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker’s Compensation and Employer’s Liability Insurance, when applicable, at the limits required by state and/or federal law. The Organizations will only accept coverage from an insurance carrier that offers proof that it:
 - a. Is licensed to do business in the State of Missouri;
 - b. Carries a Best’s policy holder rating of A or better; and
 - c. Carries at least a Class X financial rating.
2. Service Provider shall provide a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the Organizations to be included as an Additional Insured, and shall require its insurer to provide the Organizations with at least 30-days advance notice of cancellation.