

# MARC Food System Mapping Website



## MARC Food System Mapping Website Request for Proposals

### Background

#### Summary

The Mid-America Regional Council (MARC), the metropolitan planning organization for the bistate Kansas City metropolitan area, is seeking proposals from qualified firms to design, build and maintain a collaborative food system mapping website. The purpose of the website is to bridge the gaps among stakeholders in the local food system by identifying and mapping all the organizations in the system. The website will consist of three major components: a directory, mapping system, and a communication platform. These components will improve communication, logistics and education among site users. We seek a site built using a content management system. Potential respondents should have experience working with nonprofit clients and developing websites that serve a variety of audiences.

#### About MARC

MARC is a non-profit [Metropolitan Planning Organization](#) that fosters coordination among the nine counties and 119 cities in the Kansas City metro and provides a regional approach to issues crossing local boundaries. Through communication, planning, policy making, coordination, advocacy, and technical assistance, MARC serves the local governments and residents in Greater Kansas City by dealing with issues and needs that often cross city, town, county, and state boundaries.

Under the guidance of the MARC Board of Directors, and with leadership from dozens of committees, MARC works on a wide range of programs and initiatives, including:

- Efficient transportation and quality places
- Healthy environment
- Competitive economy
- Effective local government
- Safe and secure communities
- Thriving older adults and communities

# MARC Food System Mapping Website

- Quality early learning
- Core capacities

Visit our [About MARC](#) page to learn more.

In addition, our core values are our guiding principles under which we work. They are integrity, innovation, collaboration, diversity and inclusion, excellence in performance and service leadership.

## About the Website

With more than 30 percent of all food in the United States being wasted, and 1 out of 8 people being food insecure, reducing food waste is critical for the social, environmental and economic health of the Kansas City metro area.

On Sept. 30, 2021 the EPA awarded the Mid-America Regional Council a Sustainable Materials Management Grant to address food loss and waste. It's a two-year grant with a goal of reducing the amount of food that is wasted and sent to landfills in the Kansas City metro area.

The grant takes a holistic "field to fork" approach, addressing food waste wherever it is created along the food supply chain. At each link in the chain, it will consider the following strategies: food waste prevention, rescue and recycling (feeding animals, industrial uses, and composting).

The grant has three goals:

1. Develop a food waste action plan
2. Develop a collaborative food system mapping website
3. Develop and implement a food waste education campaign

## **The sole focus of this RFP is to develop the collaborative food system mapping website.**

The Kansas City metro area needs this type of website to assist in bridging gaps among stakeholders in the local food system within the nine county MARC service area. Currently there is no system that identifies and maps all the organizations in the local food system, whether it is farmers, food pantries, food rescuers, composters, donation kitchens, or the many other food system stakeholders.

It is envisioned that this website will accomplish this through three components:

1. Directory
2. Mapping system
3. Communication platform

The website will inform stakeholders in the food system who is involved, what they do, where they are, when they are open, etc. In all, there about 30 major categories of stakeholders that make up the food system. Each stakeholder can choose from the

# MARC Food System Mapping Website

categories with which they associate and share their information. The site will then include them in a database and pin their location on a map.

This website also will be used as a repository for meeting summaries, the food waste reduction action plan, periodic updates of progress, and will serve as an educational mechanism for visitors to learn about food waste issues and provide them a variety of tools for implementing food waste reduction actions and programs.

The website's primary audiences will be:

- Businesses
- Non-profits
- Government
- General public

The [Vermont Farm to Plate website](#) serves as one possible template for this project. Its structure and content are very similar to what MARC envisions for our website. Other templates include: [Colorado Food Systems map](#), [Maryland Food System Map](#), and [Minnesota Food Charter Champion Map](#).

MARC currently owns and maintains more than 20 websites that provide information and share resources with residents throughout the region. [RecycleSpot.org](#), which is the regional website developed by the [MARC Solid Waste Management District](#) to provide recycling education and a directory of recycling services, is quite popular, with over 240,000 page views and 95,000 unique users in 2021.

## Study Area

The study area for this project is the bi-state nine-county Kansas City metropolitan area (MO: Jackson, Cass, Ray, Clay, Platte; KS: Johnson, Wyandotte, Miami, Leavenworth)

## Project Management

The MARC webmaster and Solid Waste Management District staff will provide oversight for the development of this website. Michael Rea, Sustainability Project Manager, Johnson County Community College, will also provide guidance to website development and the food system mapping process. A simplified site map for the website, developed by Mr. Rea, has been provided in the attachments. The Project Advisory Committee, made up of 21 stakeholder organizations, will also provide input and guidance at key milestones throughout the project.

## Project Requirements

It is the intent of this project to accomplish the following tasks:

1. Integration with the Google Maps API to identify and display key food system locations. Ideally, this map would be updated using the site's Content Management System rather than Google Maps.

# MARC Food System Mapping Website

2. Create website using a Content Management System (CMS) based application. Any CMS that meets the project needs and is scalable for the size of the site is acceptable, however, our experience with Drupal could be beneficial.
3. Implement modules within the CMS that deliver specialized capabilities to improve the organization's support to our audiences.
4. Develop a customized, modern look for the website that includes an ADA compliant (WCAG 2.1 level AA or higher) and a responsive design with mobile-friendly functionality.
5. Ensure the site meets all technical and other requirements specified below.
6. Provide or recommend third-party hosting and security services for the new website.
7. Provide training and/or support documentation to MARC site administrators and content managers.
8. Provide post-launch client and site technical support.

The completed website should meet the following requirements:

## General

- Uses a responsive, mobile-friendly design.
- Simple navigation for all audiences and WCAG/ADA compliant (level AA or higher) for accessibility.
- Built-in calendar for meetings, special events, etc.
- Built-in news or blog function to post updates.
- Design and style should be contemporary, engaging and in alignment with MARC's current online presence.

## Organization Needs

- Implement a content management system with multiple roles that supports several users.
- A content review workflow process in place for content editors.
- Efficient way to upload, organize, integrate and auto-archive documents (i.e, agendas, meeting minutes) that reduces site clutter while still meeting MARC's open records and archival requirements.
- Optimize pages for SEO and social media sharing.
- Media library that allows content to be sorted with tags or keywords

## User-Centric Needs

- Optimize search and retrieval.
- Goal of three clicks to content rule.

## Technical Needs

- Printer-friendly pages.
- Ability to seamlessly integrate or embed GIS mapping and data analysis applications (such as ARCGIS and Tableau)

# MARC Food System Mapping Website

- Latest site security protocols and ability to stay up to date with site security best practices.
- Spam and email harvesting prevention on contact forms.
- Sitemap generators.
- Ability to create shortened URLs and quick links.
- Compatibility with all major browsers, including Chrome, Firefox, Safari and Edge.
- Google Tag Manager and/or Google Analytics implementation for tracking site traffic, document downloads, internal site search, outbound links and other functionality.
- Automated reporting for broken links and outdated content.
- Ability to integrate with third-party applications, such as Growth Zone, using the third-party API, as needed.
- Built-in form/survey tool or seamless integration with a third-party.
- Ability to track and generate reports for site search queries.
- Site should be hosted domestically with a reputable third-party.

## Optional Features

The features below are not required by MARC within the scope of this project, however, please include information and availability of potential integration.

- Email marketing.
- Contacts management.
- Website visitor profile — Visitors can create a user account and select which information is automatically fed to their profile upon site login.

## Proposed Project Timeline

MARC has identified the desired project timeline:

- RFP released July 5, 2022
- All requests for additional information or clarification should be submitted via email to Matt Riggs, [mriggs@marc.org](mailto:mriggs@marc.org) by July 25, 2022. Responses will be posted online by July 28, 2022.
- To be eligible for consideration, submit one electronic copy of the response to Matt Riggs, [mriggs@marc.org](mailto:mriggs@marc.org), no later than 4 p.m. on Friday, August 5, 2022. Late submittals will not be considered and will be returned to submitter unopened.
- It is the responsibility of the person submitting a proposal by email to verify that the proposal has been received by the appropriate MARC staff, and not blocked by a spam filter or rejected because of large attachments. To confirm receipt, you may contact Matt Riggs, [mriggs@marc.org](mailto:mriggs@marc.org),
- Finalists' interviews begin the week of August 15, 2022.
- The final selection of a Contractor shall occur on or about August 22, 2022.
- Initial meetings with selected firm begin October 3, 2022.
- The new site must launch on or before April 1, 2023.

# MARC Food System Mapping Website

MARC reserves the right to extend RFP deadlines or reissue the RFP as needed

## Format for Proposals

Responses should not exceed 15 pages. The font should not be smaller than 11 point. Covers, cover letter (single page max), resumes, table of contents, and required forms are not included in the 15-page limit.

### Company Information

- Provide a brief overview of your company's history.
- Explain why you feel your agency should be chosen.
- Include an overview of the agency's history and most recent annual report or financial statement.
- Outline related services you provide or other capabilities beyond web development.

### Team Members/Role

- Provide the name, title, role (e.g., project management, training, design) of the team members expected to work on this project.
- Include their experience and other relevant professional information.

### Project Management and Expectations

- Explain how you will manage this project within your organization. Detail what MARC can expect from your agency and what your agency would expect of MARC.
- Describe your communications procedure for conveying information to MARC, including lines of reporting and any special tools used.

### Timeline and Deliverables

- Provide a detailed explanation of all project phases including consultation, design, development, training and implementation.
- Include start and end dates (or interval of weeks) for each project phase.
- Create a schedule of deliverables. Include major milestones and proposed testing.
- Describe the timeline for resources provided by MARC, as well as issues regarding change management, communications, testing and training.

### Work Samples and References

- Provide a minimum of five samples of relevant work completed by your company. For each example, include a brief case history, project specifications and information on accessing the website.
- Provide contact information for three references from past or current clients.

# MARC Food System Mapping Website

## Technical

- Explain the process you will follow to build the website, including major milestones and evaluation, from a website development process standpoint.
- Identify the proposed mapping, CMS, and any core functionality.
- Address usability standards and testing.
- Address any important technology information and specifications used in your solution, such as languages, platform, hosting recommendations, etc.

## Support and Maintenance

- Detail system ownership.
- Explain any ongoing training opportunities and availability of robust, self-service documentation and technical support (videos and training manuals, etc.)
- Describe post-launch client and site support services:
  - Detail how to contact your agency in emergency and non-emergency situations.
  - Describe your bug and ticketing system, project management system and/or client portal.
  - Share costs associated with post-launch support. Outline retainer packages with number of hours and cost.

## Budget

- Break down cost by production hours, tools and functionalities:
  - Maintenance and support: Identify any costs that should be assumed as part of the site and ongoing costs for future maintenance and support. License fees: Identify the costs we will need to pay to develop or host the site or related plug-ins.
  - Hosting: Provide pricing for recommended hosting options described above.
  - Training and support guide: Identify costs to train our staff to use site tools properly and provide a best practices and support guide.
  - Additional charges: Identify whether there will be other expenses, consulting fees, future work, maintenance retainer, etc. to complete this project.
- Indicate if your organization has nonprofit pricing or discounts.
- Itemize the cost for optional site features if available or included in your proposal.
- The maximum budget allocated for this project through the site launch is \$50,000.

# MARC Food System Mapping Website

## Assumptions and Agreements

MARC must own, have full access to and have the right to customize site code and content.

### Terms and Conditions

All proposals must use the proposal format outlined in this RFP.

### Contract Award

MARC will notify the selected candidate by telephone, e-mail or in writing. Following verbal notification, MARC will negotiate a standard professional service agreement with the selected candidate (see Attachment D “Contracting Agreement”). The selected candidate’s proposal will be incorporated by reference in the contract. Additionally, MARC will notify, in writing, the candidates who are not selected.

### On-Site Presentations

The project selection team may require virtual or in-person presentation of those firms identified on the proposer’s short list. Presentations will be held at MARC or a site designated by MARC.

### Open Records Act and Proprietary Information

The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers to contain descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as “Proprietary Information” as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law.”

### Protest Procedures

In the course of this solicitation for proposals and the selection process, a proposer (bidder or offer or whose direct economic interest would be affected by the award of the contract) may file a protest when in the proposer’s opinion, actions were taken by MARC staff and /or the selection committee which could unfairly affect the outcome of

# MARC Food System Mapping Website

the selection procedure. All protest should be in writing and directed to Mr. David Warm, Executive Director, Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, MO 64105. Protest should be made immediately upon occurrence of the incident in question but no later than three (3) days after the proposer receives notification of the outcome of the selection procedure. The protest should clearly state the grounds for such a protest.

Upon receipt of the protest, MARC's Executive Director will review the actual procedures followed during the selection process and the documentation available. If it is determined the action(s) unfairly changed the outcome of the process, notifications with the selected proposer will cease until the matter is resolved.

## **Disadvantaged Business Enterprise (DBE) Requirements and Participation**

MARC's DBE policy requires that qualified DBE's be afforded an equitable opportunity to participate in contracts. Proposers are encouraged to involve DBEs in subcontracts or joint ventures.

DBE proposers should submit, with their proposals, Intent to Perform As A Disadvantage Business Enterprise (DBE) for each proposed DBE contractor, subcontractor, or joint venture. Certification of DBEs will be made in accordance with MARC's Disadvantage Business Enterprise Program.

## **Affirmative Action Checklist**

If applicable, proposers must complete and enclose with their proposal company's Affirmative Action Plan (see Attachment A Affirmative Action Checklist).

## **Certification Regarding Debarment**

Each proposer is required to certify by signing the "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" (Attachment B).

"Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" is a certification that the proposer is not on the U.S. Comptroller General's Consolidated Lists of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.

## **Certification Regarding Lobbying**

See Attachment C.

## **Selection Procedure**

The final selection of a Contractor shall be contingent upon approval by MARC's Executive Director. MARC reserves the right to negotiate a contract, including a scope of work, and contract price, with any proposers or other qualified party.

# MARC Food System Mapping Website

This Request for Proposal does not commit MARC to award a contract, to pay any cost incurred in preparation of a response to this Request, or to procure or contract for services or supplies. MARC reserves the right to accept or reject any and all responses received as a result of this Request, or cancel this Request in part or in its entirety if it is in the best interests of MARC to do so. Proposers shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, agent, or director of MARC for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Proposal.

MARC reserves the right to suggest to any or all proposers to the Request for Proposals that such proposers form into teams of consulting firms or organizations deemed to be advantages to MARC in performing the Scope of Work. MARC will suggest such formation when such relationships appear to offer combinations of expertise or abilities not otherwise available. Proposers have the right to refuse to enter into any suggested relationships.

All Proposals submitted hereunder become the exclusive property of MARC.

## Selection Criteria

The contract will be awarded based on the recommendation of a Selection Committee comprised of internal and external stakeholders. The Selection Committee will use the evaluation criteria below during the review process. Additionally, the Selection Committee may interview none, some, or all the agencies that submit proposals.

The final contract is subject to MARC Executive Director approval.

All proposals will be evaluated to determine their acceptability in accordance with the criteria specified below. The award will be based on the best fit and overall value.

Proposals that do not address all criteria areas will not be considered.

### **Technical and Documented Project Approach**

Evaluation of the recommended approach to meet the deliverables and each phase of the project. Understanding how the agency proposes to meet each specified requirement. All complexities and challenges have been considered and adequate contingencies in place to ensure timely and on-budget delivery. Clearly identified expectations and roles for the agency and MARC. Training and documentation plan provided to support MARC staff after launch.

### **Qualifications, Experience of Agency and Personnel**

Proposal clearly identifies the project team members and describes the degree of qualifications, experience of personnel in terms of direct experience related to the project approach. Understanding the agency's history and review of most recent annual

# MARC Food System Mapping Website

report or financial statement.

## **Past Performance**

Evaluation of examples of past work and the statements of past or current client references.

## **Project Timeline**

Evaluation of the timeline for each phase of the project. All project items are clearly identified and have beginning and ending times and submission of deliverables.

## **Cost Competitiveness and Value**

The agency's ability to provide a competitive, complete, comprehensive and economical project pricing plan. The agency's inclusion of contingencies and options to avoid potential overages.

## **Additional Considerations**

The agency identifies as a local, minority-owned or women-owned business. Local businesses are defined as those headquartered within the nine-county MARC region. Minority- and women-owned businesses should be certified through NMSDC, WBENC, SBA or similar organization. These considerations are not a requirement to submit a proposal.

# MARC Food System Mapping Website

## ATTACHMENT A

### **AFFIRMATIVE ACTION CHECKLIST:**

Federal regulations require that any firm with 50 or more employees soliciting an assisted federally funded contract must have an affirmative action program. If applicable, please provide a brief response to the following items that would typically be covered in any such program. You may provide a copy of your program and reference appropriate pages.

1. Date plan was adopted
2. Name of Affirmative Action Officer
3. Statement of commitment to affirmative action by the chief executive officer
4. Designation of an affirmative action officer, of assignment of specific responsibilities and to whom the officer reports.
5. Outreach recruitment
6. Job analysis and restructuring to meet affirmative action goals
7. Validation and revision of examinations, educational requirements, and any other screening requirements.
8. Upgrading and training programs
9. Internal complaint procedure
10. Initiating and insuring supervisory compliance with affirmative action program
11. Survey and analysis of entire staff by department and job classification and progress report system
12. Recruitment and promotion plans (including goals and time tables)

# MARC Food System Mapping Website

## ATTACHMENT B

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043)

**Read instructions for Certification below prior to completing this certification.**

1. The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
2. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed – Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

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Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

1. By signing and submitting this agreement, the proposer is providing the certification as set below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# MARC Food System Mapping Website

## ATTACHMENT C

### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3 The undersign shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Name and Title of Authorized Official)

\_\_\_\_\_  
(Signature of above Official)

\_\_\_\_\_  
(Date)

# MARC Food System Mapping Website

## ATTACTMENT D

### CONTRACTOR SERVICES AGREEMENT

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and [\_\_\_\_\_] ("Consultant"), and is effective this \_\_\_ day of \_\_\_\_\_, 20\_\_.

### **Background**

MARC desires to retain Consultant to [\_\_\_\_\_] (the "Project"); and Consultant represents that it has the personnel with technical expertise, experience and knowledge to perform such work for MARC.

### **Agreement**

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **SCOPE OF SERVICES**

Consultant shall perform and accomplish in a manner satisfactory to MARC those tasks described in Exhibit A (the “Services”), which are incorporated herein by reference. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances. Consultant represents and warrants that all Services will meet the any specifications set forth in Exhibit A. In the event that Exhibit A does not include express specifications for the Services, Consultant represents and warrants that the Services and any Work Product (as defined in Section 6) will be reasonably satisfactory to MARC in all material respects.

2. **TIME OF PERFORMANCE**

- A. Term - Consultant shall begin performing the Services [on or prior to \_\_\_\_\_, 20\_\_] or [upon the issuance of a written Notice to Proceed by MARC], and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein [by \_\_\_\_\_, 20\_\_].
- B. Extension of Term - The time frame for the completion of the Project under this Agreement may be extended at MARC's sole discretion upon request by the Consultant. Any request for an extension of time to complete the Project shall be made in writing to MARC. The Consultant shall provide to MARC, upon request, documentation to substantiate the justification for additional time needed to complete the Project. MARC shall provide the Consultant with written notice of its decision within fifteen (15) days of the date that MARC received the written extension request.

3. **COMPENSATION**

- A. Maximum Obligation - During the term of this Agreement, the compensation paid by MARC to Consultant for all Services specified herein relating to the Project

shall not exceed \$ \_\_\_\_\_. ATTACHMENT A to this Agreement provides an itemized list of the relevant compensation for each type of Service provided hereunder. MARC shall be entitled to deduct and setoff against all compensation that may otherwise become due under this Agreement the sums paid by MARC to cure or correct any of Consultant's defaults.

B. Method and Time of Payment - Payment shall be made in the following manner:

- (i) Consultant shall submit monthly invoices to MARC for work completed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by Consultant as of the date of the invoice, (c) indicate the total amount charged for each Service during the previous month, (d) indicate the time spent by each of the Consultant's employees and approved subcontractors assigned to the Project during the previous month, and (e) provide a summary of all other direct and indirect costs incurred by Consultant during the previous month that pass to MARC pursuant to the terms of this Agreement. All such invoices will be based on actual cost incurred.
- (ii) MARC shall reimburse Consultant within thirty (30) calendar days after the receipt of each invoice.
- (iii) Consultant shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.
- (iv) MARC may withhold [\_\_ percent (\_\_%)] or [the greater of \$\_\_\_\_\_ or \_\_\_ percent (\_\_%)] from the final invoice provided by Consultant. Such amount shall be paid to Consultant within thirty (30) days of the date that (a) Consultant has completed all of the Services contemplated herein to the sole satisfaction of MARC, and (b) MARC has accepted the final work product of Consultant.
- (v) The Consultant shall provide MARC with a copy of its drug-free workplace policy statement prior to MARC processing the first invoice for Services under this Agreement.

C. Compensation After Termination - In the event that this Agreement is terminated as provided below, the Consultant shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The Consultant and any of its subcontractors, agents and legal representatives agree to accept this amount of compensation in full satisfaction of all claims for

compensation under this Agreement.

4. **CHANGES AND ADDITIONAL SERVICES**

This Agreement constitutes the entire agreement between MARC and Consultant and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement MARC, by written notice to Consultant, may modify the scope of the Services to be furnished by Consultant under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by Consultant or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to Consultant.

5. **TERMINATION**

- A. MARC reserves the right to terminate this Agreement at any time with or without cause by giving Consultant advance written notice of such termination.
- B. In the event of any such termination, the Consultant shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Consultant under this Agreement.

6. **COPYRIGHT AND OWNERSHIP OF DOCUMENTS**

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items ("Work Product") prepared under this Agreement shall vest in MARC upon payment to the Consultant for all Services rendered herein through the date of the expiration or termination of this Agreement. Consultant hereby assigns to MARC all right, title and interest in any Work Product, including any copyrights or other intellectual property therein.

7. **ASSIGNMENT**

The Consultant's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the Consultant from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

8. **INDEPENDENT CONTRACTOR**

Consultant will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, Consultant shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from Consultant's activities under the terms of this Agreement.

9. **PROHIBITED INTERESTS**

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

10. **CONFLICTS OF INTEREST**

- A. Consultant hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the Consultant's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Consultant agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.
- B. The Consultant covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

11. **INSURANCE**

- A. The Consultant shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and subconsultants in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.

- C. The Consultant's insurance coverages shall be for not less than the following limits of liability:
- (i) Commercial General Liability: \$500,000.00 per claim up to \$2,000,000.00 per occurrence;
  - (ii) Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;
  - (iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
  - (iv) Professional Liability (Errors and Omissions): \$1,000,000.00, each claim and in the annual aggregate.
- D. The Consultant shall, upon request at any time, provide MARC with certificates of insurance evidencing such policies and confirming that they are all in full force and effect as required by this Agreement. All such policies shall name MARC as an additional insured.
- E. Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- F. As between Consultant and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

12. **FEDERAL AND STATE TERMS AND CONDITIONS**

This Agreement shall be subject to all applicable Federal Terms and Conditions provided in Exhibit B attached hereto and incorporated herein by reference.

Consultant shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Consultants and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Compliance with any such requirements are required under this Agreement and any subcontracts permitted hereunder. Consultant shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Consultant affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Consultant further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Consultant's employees are lawfully present in the United States. Failure of Consultant to comply with this requirement shall be grounds for termination for default.

13. **INDEMNIFICATION**

Consultant expressly agrees to defend, indemnify, and hold and save harmless MARC, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to (i) a breach of this Agreement by Consultant, (ii) the Services provided under this Agreement by Consultant or arising from any act or omission of Consultant or of any employee or agent of Consultant; or (iii) infringement or misappropriation or allegation of infringement or misappropriation of any patent, copyright, trade secret, trademark or other proprietary right of any third party relating to any deliverable provided or service performed by Consultant .

14. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION**

MARC, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making subawards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 (e.g., subawards to subrecipients). Consultant hereby agrees to provide MARC with a copy of the signed Certificate Regarding Debarment and Suspension, attached hereto as Exhibit C and incorporated herein by reference, to ensure that these federal rules are followed.

15. **CONFIDENTIALITY**

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.
- B. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.
- D. MARC is a public governmental body subject to the provisions of Missouri's Sunshine Law, Sections 610.010 through 610.030 RSMo. As such, MARC is

required to allow citizens to inspect and copy District documents deemed to be “public records” under the law. Nothing herein shall prohibit MARC from satisfying a request to inspect and copy documents if legal counsel for MARC is of the opinion that such documents are “public records.”

16. **DEFAULT**

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

17. **GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

18. **NOTICES**

Any action by MARC under this Agreement may be taken by [David A. Warm, Executive Director], or such other person as MARC may designate for such purpose by written notice to Consultant. All compensation and written notices to Consultant shall be considered to be properly given if mailed, delivered in person, emailed or transmitted by facsimile machine to:

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

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, e-mailed or transmitted by facsimile machine to:

[\_\_\_\_\_]   
Mid-America Regional Council  
600 Broadway, Suite 200

Kansas City, Missouri 64105-1659  
E-mail Address:  
FAX (816) 421-7758

19. **ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

20. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

MID-AMERICA REGIONAL COUNCIL [\_\_\_\_\_]

By: \_\_\_\_\_  
[David A. Warm]  
[Executive Director]

Date: \_\_\_\_\_  
"MARC"

By: \_\_\_\_\_  
[Fill in name]  
[Fill in title]

Date: \_\_\_\_\_  
"Consultant"

**Exhibit A**

Scope of Services

## Exhibit B

### Federal Terms and Conditions

1) **NONDISCRIMINATION (49 CFR Part 21)**. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest, agrees as follows:

A. Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

B. Consultant, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

C. In all solicitations, whether by competitive bidding or negotiation, made by the Consultant for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

D. The Consultant shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Consultant shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i) Withholding of payments to the Consultant under the Agreement until the Consultant complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. The Consultant shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request MARC to enter into such litigation to protect the interests of MARC.

2) **AMERICANS WITH DISABILITIES ACT**. Consultant shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Consultant shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

3) **AFFIRMATIVE ACTION IN EMPLOYMENT**. The Consultant shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and also agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

B. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.

D. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The Consultant will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4) **EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b))**. During the performance of this Agreement, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Consultant 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 advising the said labor union or workers' representatives of the Consultant's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Consultant's noncompliance with the nondiscrimination 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 Consultant may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the portion of the sentence immediately preceding Paragraph A and the provisions of 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request MARC to enter into such litigation to protect the interests of MARC.

5) **PROHIBITION AGAINST SUBSTANCE ABUSE.**

The Consultant shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6) **LOBBYING.** The Consultant hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Consultant, to any person to influence an officer or employee of any federal agency or federal elected official. The Consultant will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

**Exhibit C**

**Certificate Regarding Debarment and Suspension**

Consultant hereby certifies to the best of its knowledge and belief that it and its principals, affiliates and approved subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three (3) year period preceding the date of the Agreement been convicted of or had a civil judgment rendered against them for commission of (i) fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, (ii) a violation of Federal or State antitrust statutes, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three (3) year period preceding the date of the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

In the event Consultant is unable to certify to any of the statements in this certification, the Consultant shall attach an explanation to this certification that must be approved in writing by MARC prior to the commencement of the Agreement.

[\_\_\_\_\_]

By: \_\_\_\_\_  
[Fill in name]  
[Fill in title]

Date: \_\_\_\_\_

“Consultant”

# **MARC Food System Mapping Website**

## **ATTACTMENT E**

**KANSAS CITY FOOD SYSTEMS INTERACTIVE MAP PRESENTAITON**



# KANSAS CITY FOOD SYSTEMS INTERACTIVE MAP

[Kcfoodsystem.com](http://Kcfoodsystem.com)



# Sustainable Materials Management, Food Waste and Food Systems

- Logistics, Logistics, Logistics
- Education



# Making the connection

- Who exists
- What they do
- Where they are
- When they are open



# Who's in the food system

30 possible major categories

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"><li>• Agriculture Production</li><li>• Community Garden</li><li>• <u>Compost Operations</u></li><li>• Consumer</li><li>• Distribution</li><li>• Distributor/Transportation</li><li>• <u>Donation</u></li><li>• <u>Donation Kitchen</u></li><li>• Education</li><li>• Equipment</li><li>• Farming Supplies</li></ul> | <ul style="list-style-type: none"><li>• <u>Food Access</u></li><li>• <u>Food Bank/Pantry</u></li><li>• Food Hub</li><li>• Food Waste</li><li>• <u>Gleaning Programs</u></li><li>• Land Access</li><li>• Livestock</li><li>• Marketing</li><li>• Markets</li><li>• Nutrition/Dietician</li><li>• Policy</li></ul> | <ul style="list-style-type: none"><li>• Processing</li><li>• Research</li><li>• Restaurant</li><li>• Retail</li><li>• Social Services</li><li>• Supplemental Assistance Programs</li><li>• <u>Support Organization</u></li><li>• Tourism Agriculture and Culinary</li></ul> |
|---|--|---|

# Website users

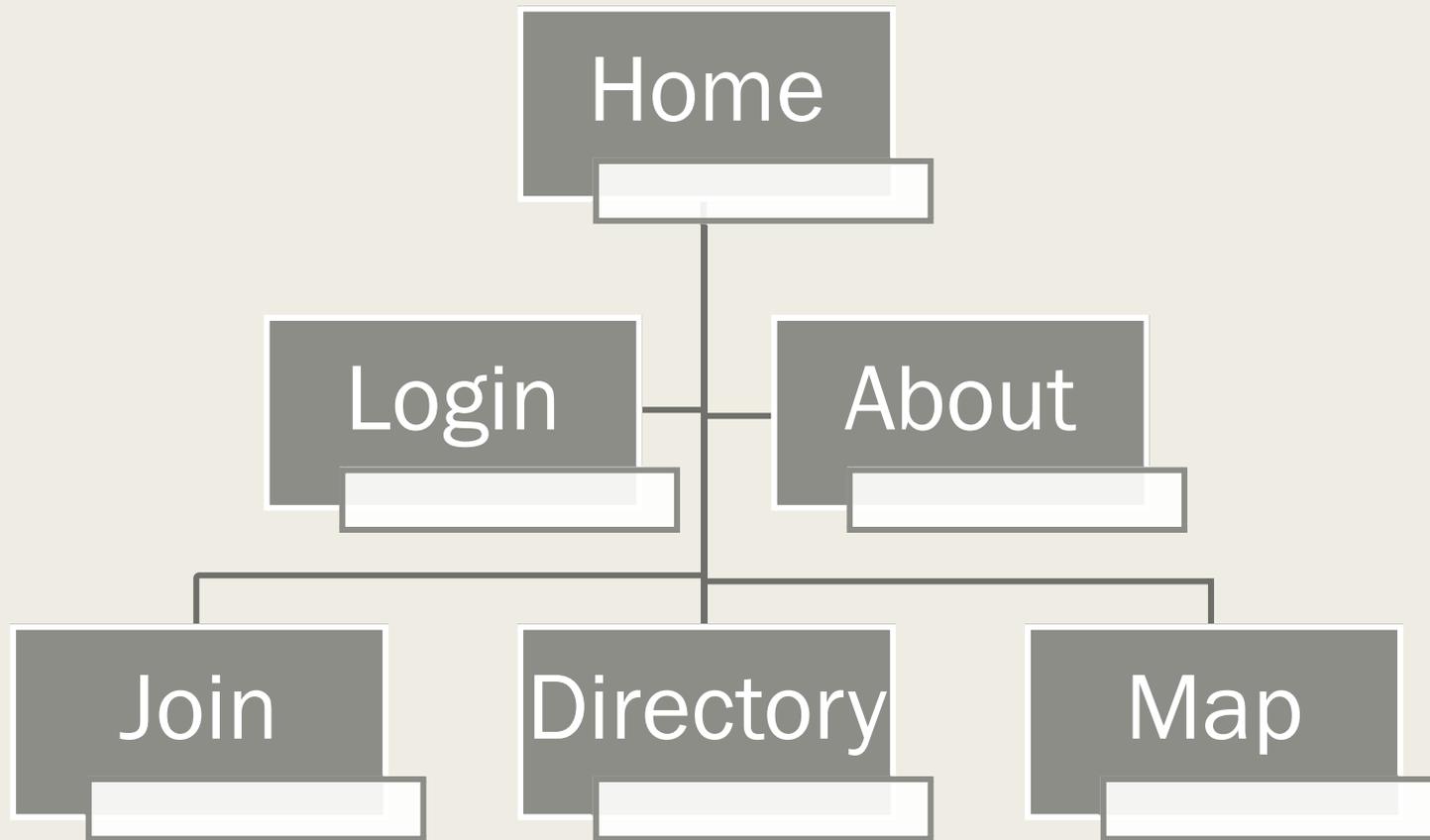
- Organizations
- Stakeholders
- Community members



# Many possibilities

- Phased approach, add categories as needed.
- Jobs, internships, volunteer opportunities.
- Resource centers for each categories, i.e. platform for sharing ideas, events, stories and Jobs.
- Opportunity Analysis. Mapping the system can help identify voids (opportunities) in the system.
- Expandable website, functionally and regionally.

# Website structure





# Website structure

Directory

Organization name, Purpose, Contact, Address, Hours, Website and Social Media profiles, Opportunities.