

REQUEST FOR PROPOSALS

***On-Call Professional
Services***

**Requested by
Mid-America Regional Council**

February 1, 2023



MID-AMERICA REGIONAL COUNCIL REQUEST FOR QUALIFICATIONS *On-Call Professional Services – Instruction, Facilitation and Project Management*

INTRODUCTION

Mid-America Regional Council (MARC) is an association of city and county governments and the metropolitan planning organization (MPO) serving the nine-county Kansas City metropolitan area. MARC is organized as a public non-profit organization. MARC was formed as a voluntary coalition in response to the increasing demand for regional cooperation. To meet the changing needs of the region, MARC's services have expanded over the years and now include the following: technical assistance to local governments; services to aging residents and visitors; transportation planning including mass transit and highways; the coordination of programs ranging from emergency services to recycling; environmental protection in the areas of air quality, water quality, and natural resources; maintenance of a comprehensive database of regional demographic and economic information; coordination of early learning services; and local government services.

With input from federal, state, and local governments, community groups and the private sector, MARC provides decision-makers with a regional perspective on issues and programs. MARC serves as a forum for the discussion of various policy issues. MARC also provides seminars and training opportunities for local governments and serves as an advocate for the region in the state and federal legislative arenas.

The MARC Board of Directors (the Board) consists of 33 members. The Board directs all policy decisions for MARC and meets monthly to discuss issues and act on programs. The Board provides direction for over 70 committees and subcommittees working on a wide variety of concerns. Committee members are appointed by elected officials of the region and include local government officials, MARC staff, technical experts, representatives from private business, and citizens-at-large.

The Board and committee activities are supported by a professional staff headed by an executive director who is appointed by the Board. MARC staff members are trained in a variety of disciplines, including public administration, economics, urban planning, accounting, social services and public affairs. The staff works in seven departments: aging services, community development, early learning, financial affairs, local government services, research services and transportation.

Background

Government Training Institute

The MARC Government Training Institute (GTI) was established in 1996 as the result of the expressed interest of local government leaders who were striving to maintain and improve the ability of their organizations to make effective decisions and deliver quality services.

GTI is designed to provide a consistent and responsive mechanism for meeting the training and organizational development needs of public and nonprofit organizations. It strives to be the training provider of choice for the 119 cities and nine counties within the Greater Kansas City area by offering

training and development of the highest quality when and where it is needed. GTI provides a comprehensive array of training and leadership development opportunities each year. Since 1996, over 160,000 constituents have attended more than 6000 GTI special events, regional, state and multi-state conferences, certificate programs, seminars and technical classes.

DESIRED SCOPE OF SERVICES

GTI Instruction and Facilitation

GTI supports its member local governments as well as other public and nonprofit organizations seeking training, professional development and facilitation services through:

- An open enrollment format where individuals seek learning opportunities by attending workshops offered at MARC's Conference Center or online, on-demand through MARC's learning management system, GTIOnline;
- Custom services that are tailored to each client's needs and preference and often are provided through onsite workshop delivery or organization development consultation; and
- Facilitation services for governing board retreats, management staff strategic planning, community engagement or other stakeholder discussion forums.

GTI desires to update its pool of qualified instructors and facilitators that can be called upon throughout the year to assist in the delivery of open enrollment courses to individuals and custom course and facilitation services to organizations in the public and nonprofit sector. The instructors/facilitators would serve as contractors to MARC/GTI. Each approved instructor or facilitator will enter into a two-year master professional services agreement (PSA) (Attachment 1). Individual work orders will be issued pursuant to the master PSA for each project with a scope of work and fee detailing each engagement. MARC would pay the contractor an agreed upon amount per engagement. MARC would serve as the contracting party with its custom clients and the qualified instructors/facilitators would perform the work for the organization on behalf of MARC/GTI. The GTI instructor/facilitator pool is tapped as needed to support new and ongoing requests. Need for instructors and facilitators fluctuates based upon demand for services, enrollment levels, client requests and instructor/facilitator expertise.

Instruction

The following are examples of instructional services provide by GTI. Please see GTI's website for more details, <https://www.marc.org/local-government/government-training-institute>

- Instruct quarterly GTI seminars/webinars related to notable topics in the local public and non-profit organization landscape
- Design and deliver custom course services for local government and nonprofit organizations.
- Provide training concerning contemporary issues affecting local government leaders.
-

Facilitation

The following are examples of facilitation services provide by GTI.

- Facilitate strategic planning retreats for staff, governing bodies and nonprofit Boards.
- Facilitate community meetings, town hall events and stakeholder meetings.
- Design and facilitate organizational development activities within organizations.

Instructor/Facilitator Responsibilities

As a contractor to MARC/GTI, the instructor/facilitator would be responsible for:

- Preparation of course materials (supplying GTI with an electronic version of the handout materials). MARC has course content in many of the topical areas but it would like the instructor/facilitator to update or furnish fresh materials.
- Instruction of workshop (platform time); Open enrollment workshops may be of varying length.
- Participation in post workshop evaluation or feedback to GTI;
- Propose new materials or coursework;

7/7/23

- Client needs assessment and instructional/program design for select projects; and
- Participation in professional, instructor development opportunities provided by GTI.

MARC/GTI Responsibilities

- Contracting for services through a professional services agreement prior to the engagement;
- Creation of marketing materials and ongoing communications of GTI coursework and instruction/facilitation services;
- Preparation and logistical support for all workshops and onsite events;
- Preparation and copying of all coursework handout materials;
- Payment for services rendered within a typical two-week turnaround;
- Process of student evaluations;
- Convening of instructor/facilitator pool periodically as a professional, instructor development opportunity.

Project Management

Mid-America Regional Council is looking for Project Managers to assist organization program staff and department leadership on an “as-needed” basis to help coordinate project team members and subject matter experts from the MARC staff and the overall implementation schedule.

The purpose of this RFP is to solicit proposals from individuals qualified to provide professional project management and implementation services related to various projects that may arise in the scope of MARC’s programs and operations. Chosen contractors will provide project management, consulting, and technical assistance on an “as-needed” basis as specified herein. The Mid-America Regional Council will consider proposals from individuals, group of individuals, independent contractors, and businesses supplying an individual(s) to provide project management service. The ideal contractor will have:

- Experience providing professional project management and implementation services for non-profit and public sector organizations
- Solid expertise in business process evaluation, improvement, and change management

The selected providers will have excellent operational and technical project management depth in areas of interest to MARC and must be a highly effective communicator. They will have significant experience with public sector organizations implementing and working with various departments.

Project Management Tasks Include:

- Setting and adhering to a project plan and schedule Facilitating meetings, including setting agendas, scheduling, communicating with attendees, and providing meeting summaries
- Working with external stakeholders
- Gathering and analyzing group feedback to find consensus and advance work
- Setting and adhering to a project budget
- Identifying and managing project risks and issues
- Maintaining project documentation and communicating with stakeholders

RESPONSE REQUIREMENTS

Responses to this request for qualifications should be directed to gcole@marc.org **NO LATER THAN 4 p.m. CDT on March 15, 2023.**

The following items should be addressed in your response.

Identification Information:

- Name
- Business Name
- Address
- Phone Number
- Email Address

Description of the Professional(s) Offering Services. Please provide a brief biography, including background of experience, education and skills necessary to perform the required work.

Experience with Similar Engagements. Description of experiences with other clients on projects similar to the work that MARC is requesting.

Sample of Applicant's Work. Please provide samples of written materials that are similar to the work that MARC is requesting. (MARC/GTI honors all copyright materials.)

Fee Schedule. Please provide the fee schedule for the instruction/facilitation or project management services (i.e., hourly/project fee)

Availability. Indicate the applicant's availability to respond to potential MARC requests for assistance and the flexibility in schedule that would accommodate tight deadlines.

References for Similar Projects. Provide three references of clients where similar services to those requested in this contract were offered.

Pitch for Sample Course. If the applicant wishes to facilitate quarterly GTI seminars/webinars, prepare a short pitch for a topic in the applicant's area of expertise.

ANTICIPATED REVIEW OF CREDENTIALS SCHEDULE

The following schedule will be used to review and select the grant writers to assist with the defined scope of services.

Solicit Qualifications	February1, 2023
Deadline for Questions	March 8, 2023
Addendum with All Questions Released	March 10, 2023
Deadline for Responses	March 15, 2023
Reviewing & Communicating with Instructors/Facilitators	March 15- March 28, 2023
Executing PSAs	March 31 – March 16,2023
Update Instructor/Facilitator Pool and Roster	April 14, 2023

PROJECT SCHEDULE

It is anticipated that request for assistance could begin as early as April 14, 2023. A work order would be created before each engagement that sets out scope of work and payment arrangements.

ENGAGEMENT

This request for qualifications does not commit MARC to award a contract or to pay costs incurred in the preparation of a proposal in response to this request. MARC reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel any or all of this Request for Qualifications, if it is considered in the best interest of MARC. MARC may require the proposer selected for various projects to participate in negotiations, and to submit to such price, technical or other information as may be needed to finalize a particular engagement for services.

AFFIRMATIVE ACTION POLICY/DRUG-FREE WORKPLACE

MARC hereby notifies all respondents that it will affirmatively ensure that minority and women-owned business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, disability or veteran status in consideration of the contract award. It is an objective of MARC to use minority and women-owned businesses to the maximum extent feasible in carrying out its activities.

CONTACT FOR FURTHER INFORMATION

For further information about this RFP, contact Quinn Cole, Graduate Intern at MARC at qcole@marc.org. Questions about this RFP will be accepted through Wednesday, Mar 8, 2023. An addendum to this RFP with responses to all questions received will be released on Friday, Mar 10, 2023.

Process for questions and deadline and then date for addendum with answers to all questions

- ◆ MARC reserves the right to reject any, and all proposals, to waive technical defects in proposal, and to select the proposal(s) deemed most advantageous to the entities.
- ◆ If Proposers received this document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other proposal notices.
- ◆ It is the responsibility of each Proposer, before submitting a proposal, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors, or omissions in the documents.
- ◆ It is the responsibility of the person submitting a proposal by email to ensure 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 the Program Coordinator.

CONFIDENTIALITY OF PROPOSAL INFORMATION: 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 containing 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 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."

1/1/23

Attachment 1 – Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR GOVERNMENT TRAINING INSTITUTE (GTI) INSTRUCTORS, FACILITATORS, TRAINERS AND OTHER VENDORS

THIS SERVICE AGREEMENT, entered into on this _____ day of _____, 20____ by and between the MID AMERICA REGIONAL COUNCIL GOVERNMENT TRAINING INSTITUTE (“GTI”) and _____ (“Service Provider”).

WHEREAS, GTI schedules and manages a wide variety of training events, facilitation events and consulting services; and

WHEREAS, GTI requires contracts with many different individuals and organizations to serve as trainers, instructors, facilitators and consultants to deliver GTI programs; and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to provide <describe the specific type of training and instruction services offered by this vendor> for GTI programs and clients.

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 training, facilitation or other instruction services or consulting provided by Service Provider in accordance with this Agreement.
- B. When GTI needs Services from Service Provider, GTI agrees to execute a Purchase Order according to the template described in Exhibit A, attached hereto and incorporated by reference. By executing each Purchase Order, GTI retains Service Provider and Service Provider agrees to perform and complete the Services described in the Purchase Order. An unlimited number of Purchase Orders may be executed pursuant to this Agreement based on the needs of GTI.
- C. GTI reserves the right to direct revision of the Services at GTI’s discretion. Service Provider shall advise GTI of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Services under this Agreement only upon written request of GTI and only to the extent defined and required by GTI. Any additional services or materials provided by Service Provider without GTI’s prior written consent shall be at Service Provider’s own risk, cost, and expense, and Service Provider shall not make a claim for compensation from GTI 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 GTI 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, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, GTI shall pay Service Provider as follows:
 - a. For open enrollment GTI courses, Service Provider shall be compensated at a standard rate per hour, per course, per day or per half-day as agreed upon in the Purchase Order (Exhibit A). Alternative fee arrangements, such as lump sum or per-task, may be negotiated for custom projects as documented in the Purchase Order (Exhibit A).
 - b. Service Provider is eligible for reimbursement for miscellaneous expenses including travel, mileage, transportation, postage, etc. with no mark-up subject to prior approval by GTI as provided in the Purchase Order (Exhibit A).
- B. GTI agrees to pay the fees agreed upon in the Purchase Order (Exhibit A), within 30 days of satisfactory completion of Services by Service Provider. In the event of a dispute, and prior to the payment due date, GTI shall pay the undisputed portion of the payment 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 GTI to assure proper accounting for all funds. These records will be made available for audit purposes to GTI 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 GTI.

IV. SCHEDULE

- A. Services shall be completed within the timeframe(s) outlined in each Purchase Order (Exhibit A).
- B. Neither GTI nor 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.
- C. If Service Provider's performance is delayed due to delays caused by GTI, GTI will notify Service Provider as soon as possible about the impact to the schedule. GTI and Service

Provider will mutually agree to schedule revisions. Service Provider shall have no claim against GTI 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 GTI and its departments, officers, 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 GTI, except to the extent that such claims arise from materials created or supplied by GTI.
- 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. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VII. 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 GTI. Accordingly, Service Provider hereby assigns to GTI all of its right title and interest in and to such Works.

VIII. NON-COMPETITION

- A. Service Provider will refer any subsequent business inquiries that arise from contact with GTI clients during a GTI engagement back to GTI for consideration. Any organization served by Service Provider pursuant to this Agreement is a GTI client. Any new Services arising from

inquiries that originate within the context of an existing GTI relationship will be subject to a new Purchase Order between Service Provider and GTI.

- B. GTI understands that Service Provider may have pre-existing direct professional relationships with GTI clients for work that is unrelated to GTI services. If a client inquires to Service Provider for services outside the context of a GTI engagement and for work that is unrelated to GTI's mission, Service Provider will notify GTI in a timely manner as a professional courtesy and to coordinate service delivery between GTI and Service Provider when needed.
- C. GTI primarily serves government and non-profit organizations within the nine-county MARC region and may serve others on a case-by-case basis. GTI may refer applicable business opportunities to Service Provider once GTI has determined that GTI will not pursue the work.

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 GTI.
- B. All of the Services required hereunder will be performed by 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 GTI. 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:

Mid-America Regional Council
Attn: GTI Program Manager
600 Broadway, Suite 200
Kansas City, MO 64105-1659
GTI@marc.org

- A. Notices sent by GTI shall be sent to:

<Vendor Company>
Attn: <Contact Name>
<Address>

<City>, <State> <Zip>
<email>

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.
- B. The term of this Agreement shall be two years after the date of execution. The Agreement may be extended for additional two-year terms upon mutual consent of the parties subject to verification of Service Provider's qualifications in accordance with the GTI Purchasing Policy.
- C. Notwithstanding Article XI, Paragraph B, GTI and Service Provider reserve 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 other party. GTI shall compensate Service Provider for the Services that have been completed to GTI's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination. Service Provider agrees to complete any services that are scheduled and advertised as of the date of notice of termination, unless other arrangements are approved by GTI.
- D. GTI reserves the right and may elect to cancel any approved Purchase Order (Exhibit A) at any time and for any reason, including but not limited to inclement weather or insufficient enrollment. Every effort will be made by GTI to provide notice of cancellation to Service Provider at least forty-eight (48) hours prior to the scheduled service, but Service Provider acknowledges that some circumstances may require a shorter notice of cancellation. Service Provider will not be compensated for Services in the event of cancellation. When possible, Services will be rescheduled by mutual consent of GTI and Service Provider.

XII. RESOLUTION OF DISPUTES

- A. GTI and Service Provider agree that disputes relative to the services 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 GTI Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.

1/1/23

- i. 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 which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
- ii. 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.
- iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between GTI or Service Provider and any person or entity with whom GTI 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 GTI, except by written consent containing a specific reference to the Agreement signed by GTI 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.
- iv. 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.
- v. 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. Federal & State Terms and Conditions. Service Provider understands and agrees that Federal & State Terms and Conditions described in Exhibit B, attached hereto and incorporated by reference, apply to all Purchase Orders (Exhibit A) that are funded by the Federal government and issued by the Mid-America Regional Council (MARC).
- B. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- C. 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 GTI thereto. Provided, however, that the claims for money by Service Provider from GTI 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 GTI.

- D. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of GTI without express direction and consent of GTI.
- E. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save GTI harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- F. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, color, sex, disability, national origin, citizenship, age, pregnancy, genetic information, military status, ancestry or any other characteristic or status protected by law. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, disability, national origin, citizenship, age, pregnancy, genetic information, military status, ancestry or any other characteristic or status protected by law. 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.
 - ii. 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.
 - iii. 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.
- G. 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.
- H. Interest of Members of MARC. No member of the governing body of the Mid-America Regional Council (MARC) and no other officer, employee, or agent of MARC 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.

- I. 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.
- J. 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 GTI and Service Provider, and attached hereto.
- K. 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.
- L. 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.
- M. Third Parties. The Services to be performed by Service Provider are intended solely for the benefit for GTI. 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.

MID-AMERICA REGIONAL COUNCIL
GOVERNMENT TRAINING INSTITUTE

By: _____

Date: _____

Lauren Palmer, Director of Local Government Services

VENDOR

By: _____

Date: _____

<Authorized Representative>

<Title>

EXHIBIT A

Training Agreement & Purchase Order

EXHIBIT B

Federal and State Terms and Conditions

Attachment 2 – Work Order

**EXHIBIT A
MID-AMERICA REGIONAL COUNCIL/GOVERNMENT TRAINING INSTITUTE
Work Order for Independent Contractor Services, 2023-2024**

This document is used to verify services that you, as an independent contractor, have agreed to provide. Please review the pertinent information, sign, and return via fax or email to Carmellya Anderson, (fax) 816-421-7758, (email) canderson@marc.org. After services have been rendered on each date, this form will be processed for payment for that date, unless other arrangements have been made.

Instructor/Payee Name: _____ MARC Vendor ID: _____
Business Name: _____
Payee Address: _____
Address City State Zip

This Work Order is executed pursuant to the Professional Services Agreement for GTI instructors, facilitators, trainers and other vendors between the Instructor/Payee and Mid-America Regional Council.

This Work Order is funded by the Federal government and subject to Exhibit B - Federal & State Terms and Conditions.
Circle one: Yes or No

Custom Training: Grant/Project: 92-8-90-55600-5562100-XXXX.XXXXX

Scope of services (or attached):

Course/Event:	Vendor
Date(s):	Point of Contact:
Time(s):	Phone:
Instructor/Payee Fee:	E-mail:

Purchase Order Completed By:

Purchase Order Completed by GTI Event/Seminar Manager Date

Purchase Order Approval:

Local Government Services Program Manager (up to \$5,000) Date

Director of Local Government Services (\$5,001 - \$20,000) Date

Executive Director (\$20,001+) Date

Independent Contractor Approval:

I certify that the above fees and expenses are accurate and are in accordance with the terms of the arrangements made between the payee and Mid-America Regional Council.

Payee Signature

Date

Invoice & Certification Section:

I certify that the above services were performed satisfactorily and authorize payment:

GTI Representative

Date

Exhibit B

Federal & State Terms and Conditions

The Consultant understands and agrees that the following terms and conditions apply to Agreements funded by the Federal government and issued by the Mid-America Regional Council (“MARC”), which Agreements are subject to the provisions of the *Code of Federal Regulations, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)*, as amended.

1. **Rights and Remedies.** The Consultant understands and agrees that failure to adhere to these terms and conditions constitutes a material breach of its contract with MARC and that MARC may take appropriate action against the Consultant to ensure compliance with these provisions, up to and including stoppage of work, suspending payments, and/or cancelling or rescinding the Agreement.
2. **Certification Regarding Debarment & Suspension.** (Executive Orders 12549 and 12689). For all purchases of goods or services that are equal to or greater than \$25,000, the Consultant certifies to the best of its knowledge and belief that it and its principals: 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 Agreement been convicted of or had a civil judgment rendered against them for commission of 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; violation of Federal or State antitrust statutes or commission of 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 governmental entity (Federal, State, or Local) with commission of any offense; d) have not within a three (3) year period preceding the Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default. Debarment, suspension, or proposed debarment by the Federal Government constitutes grounds for automatic termination of this Agreement.
3. **Examination & Retention of Records.** (2 CFR 200.333). The Consultant agrees that MARC, and any Federal agency providing funding for this Agreement and the Comptroller General of the United States or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of the Consultant involving transactions related to this Agreement to the extent necessary to verify the nature and extent of costs incurred under this agreement until the expiration of three (3) years after final payment under this Agreement. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records may be retained in an automated format. Nothing in this Agreement shall be deemed to preclude an audit by the U.S. General Accounting Office of any transaction under this Agreement.
4. **Non-Discrimination in Employment.** In connection with the performance of work under this Agreement, the Consultant agrees as follows:
 - a) The non-discrimination clause and reporting requirements contained in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to

1/1/23

race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the U.S. Secretary of Labor, are incorporated herein. Additionally, the conditions and regulations applicable in the Vietnam Era Veterans Readjustment Act of 1972 and the Rehabilitation Act of 1973 (Employment of the Handicapped) are likewise incorporated.

- b) The Consultant will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to Consultant's books, records, and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- c) In the event of the Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said executive orders, rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts as provided by law.

DB02/0501185.0000/9950497.2 MD02

1

5. **Compliance with Laws and Regulations.** The Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations. In addition to the foregoing, the Consultant agrees to comply with the following as applicable to the Agreement:

- a) **E-Verify** (as required in Missouri by R.S.Mo. 285.525 *et seq.*).
- b) **Copeland "Anti-Kickback" Act** (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3).
- c) **Davis-Bacon Act** (40 U.S.C. 3141 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 5).
- d) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 5).
- e) **Drug-Free Workplace** (41 U.S.C. 8102). Consultant certifies that it will provide a drug-free workplace.
- f) **Energy Policy and Conservation Act** (42 U.S.C. 6321 *et seq.*). Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended.
- g) **Americans with Disabilities Act** (42 U.S.C. 12101 *et seq.*). When the Agreement is for services, the Consultant shall comply with applicable provisions of the Americans with Disabilities Act of 1990, as amended. In particular, the 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 under the Agreement.

1/1/23

If the amount of this Agreement exceeds One Hundred Thousand Dollars (\$100,000), the Consultant shall comply with all of the following applicable standards, orders and regulations, and must file any required certifications:

- a) **Clean Air Act** (42 U.S.C. 7401 *et seq.*), as supplemented by Executive Order 11738.
- b) **Clean Water Act** (33 U.S.C. 1251 *et seq.*), as supplemented by Executive Order 11738.
- c) **Environmental Protection Agency Regulations** (40 CFR Part 35).
- d) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352).
 - (i) **Certification Regarding Lobbying.** For all purchases of goods or services that are equal or greater than \$100,000, the Consultant certifies compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and implementing Federal funding agency regulations contained in the Code of Federal Regulations (“CFR”), concerning governmentwide restrictions on lobbying, which provide that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influence or attempting to influence an officer or employee of any Federal agency, a 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, grant, loan or cooperative agreement. Consultant further certifies that if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions. The Consultant shall require that the language of this Paragraph 5.j.(i) be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon 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 as imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DB02/0501185.0000/9950497.2 MD02

2

- ii) **Prohibition on Lobbying.** For all purchases of goods or services, no matter the dollar amount, the Consultant understands and agrees that it cannot use any Federal funds, either directly or indirectly in support of the enactment, repeal, modifications or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of MARC.
6. **Confidentiality.** The contents of the Agreement and all related commercial and technical information shall be kept secret and confidential by the Consultant and will not be divulged by the Consultant to any third party or utilized by the Consultant otherwise than in connection with the Agreement, unless MARC provides its express written approval that such information may be disclosed. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time to MARC by the Consultant shall be deemed secret or confidential and the Consultant shall have no rights against MARC with respect to such information except such rights as any exist under patent law. It is the Consultant’s

1/1/23

responsibility to inform MARC of the Consultant's rights under applicable patent law; and such right must be disclosed to MARC upon receipt by MARC of the Consultant's commercial and technical information. MARC has no obligation to affirmatively ascertain whether the Consultant has rights under patent or other laws prior to MARC disclosing the Consultant's commercial and technical information.

a) **Missouri Sunshine Law.** The Consultant understands and agrees that the Missouri Sunshine Law ("Sunshine Law") (R.S.Mo. 610.010 *et seq.*) may apply to the information and documents, both paper and electronic, submitted to MARC regarding the goods or services provided under the Agreement. All materials submitted to MARC that are related to the goods or services will become agency records and may be subject to the Sunshine Law and to public release through individual Sunshine Law requests, unless MARC determines that a valid exemption under the Sunshine Law applies. 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.

b) **Kansas Open Records.** The Consultant understands and agrees that the Kansas Open Records Act ("KORA") (K.S.A. 45-215 *et seq.*) may apply to the information and documents, both paper and electronic, submitted to MARC regarding the goods or services provided under the Agreement. All materials submitted to MARC that are related to the goods or services will become agency records and may be subject to the KORA and to public release through individual KORA requests, unless MARC determines that a valid exemption under KORA applies. 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.

7. **Patents.** Consultant warrants that the products/services being provided to MARC under the Agreement, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright trade secret, or other proprietary right of any third party existing under laws of the United States or any foreign country. The Consultant agrees to, at the Consultant's own expense, to defend any and all actions or suits alleging such infringements and will save MARC, its officers, agents, servants and employees harmless in cases of such infringement.

8. **Copyrights.** No reports, maps or other documents produced in whole or in part under the Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items ("Work Product") prepared under the Agreement shall vest in MARC upon payment to the Consultant for all services rendered. Consultant hereby assigns to MARC all right, title and interest in any Work Product, including any copyrights or other intellectual property therein. The Federal government reserves royalty-free,

nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use the copyright in any work developed under the Agreement, and any rights of copyright to which the Consultant purchases ownership with the funds, whether in whole or in part, under the Agreement.

9. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** On August 21, 1996, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d *et seq.*), Public Law 104-191, was enacted. The Department of Health and Human Services developed privacy regulations governing individually identifiable health information, which were published in final form August 14, 2002 (45 CFR Parts 160 and 164). These regulations, known as The Privacy Rule, as well as all Administrative Simplification rules, apply to the “covered entities”, meaning health plans, health care clearinghouses, and to any health care provider who transmits health information in electronic form in connection with transactions for which the Secretary of HHS has adopted standards under HIPAA. All MARC subrecipients/contractors providing assessments are considered to be “business associates” of MARC and are therefore required to comply with these adopted standards under HIPAA

DB02/0501185.0000/9950497.2 MD02