

# **Request for Proposals**

## **MARC Enterprise-Wide Training Market Analysis**

Issued: May 1, 2024

Closing Date and Time: June 3, 2024 | 12 p.m. (noon) CST

### **A. PURPOSE AND INTRODUCTION**

The Mid-America Regional Council (MARC) is seeking proposals from qualified consultants to provide market research and recommendations on public sector training opportunities. This RFP is focused on the following service areas within MARC: Aging, Community Health, Early Learning, Emergency Services, 9-1-1 Dispatch, Transportation, and the Government Training Institute, all of which provide external training to a variety of audiences located in the Kansas City Metropolitan area, as well as across the states of Kansas and Missouri. As part of an internal project to improve efficiencies between these training areas, it was determined that a better understanding of the external market is critical to the development of a strategic direction for the future.

### **B. BACKGROUND**

#### **About MARC**

MARC is a nonprofit association of city and county governments and the metropolitan planning organization for the bistate Kansas City region. It has served this role in the region for 50 years. Governed by a Board of Directors made up of local elected officials, MARC serves nine counties and 119 cities. MARC provides a forum for the region to work together to advance social, economic and environmental progress. MARC promotes regional cooperation and develops innovative solutions through leadership, planning and action.

The nine counties (including respective cities within these counties) served by MARC include:

- Cass County, Mo.
- Clay County, Mo.
- Jackson County, Mo.
- Johnson County, Kan.
- Leavenworth County, Kan.
- Miami County, Kan.
- Platte County, Mo.
- Ray County, Mo.
- Wyandotte County, Kan.

#### **About this Project**

In early 2024, training leads from six groups within MARC (Aging, Community Health, Early Learning, Emergency Services, Government Training Institute and 911) convened to identify challenges and opportunities among the external training programs and make recommendations to improve service delivery. The focus of this phase of the project was to increase collaboration among training arms and to identify opportunities for process

improvements and efficiencies. MARC's Transportation and Environment Department was not initially involved but has since been identified as a source of external trainings and a potential opportunity for growth.

As part of this initial work, training focus area inventories were conducted to help better document and communicate the work currently being done. A summary of these inventories is included as Attachment B to provide context. The internal team has already started to implement a number of recommendations from this work.

This next phase of the project will have an external focus. The training areas serve a vast array of audiences (community members, elected officials, public sector organizations, other service providers, etc.) and a better understanding of the training market is required to not only continue to optimize the internal work but identify future strategic opportunities for the service areas and MARC as a whole.

### **C. PROJECT MANAGEMENT AND ADVISORY COMMITTEE**

The primary point of contact for this project will be Lauren Palmer, Director of Local Government Services. Additional internal leaders will be incorporated into the process as needed, based on the consultant's needs and agreed upon work plan.

### **D. SCOPE OF SERVICES:**

MARC offers training and development to multiple audiences through in-person and virtual instruction. MARC seeks market analysis to inform the testing of innovative ideas to position MARC's training services in the future. We are offering fewer courses in skill development (supervisory training, computer skills, customer service skills, etc.) for which there are now many competing options in the market. We want to understand MARC's best opportunities to move into topics and delivery partnerships that are not delivered with regularity in our region. We are particularly interested in training and organizational development on current topics for local elected officials (civic engagement, sustainability, planning processes, etc.) and through different platforms (special events in addition to training courses).

#### **Project Objectives**

- Gain a better understanding of MARC's brand as it relates to training, including identifying where MARC currently sits in the market.
- Gain a better understanding of the current and future needs of MARC's existing training audience and future audiences.
- Identify future training focus areas and future strategic collaboration opportunities, including potential partners and potential funding sources.

#### **Deliverables**

Professional services are anticipated to include, but are not limited to, the items listed below. Based on the scope of work, please provide your recommendation for the tools that should be utilized to achieve the project objectives. If they differ from the list below, please explain your recommendation.

For each item, anticipate submitting written documentation to summarize findings and recommendations to inform next steps. The final report should address each of these items below.

1. Market Analysis
  - a. Audience demographics and profiles
  - b. Local and regional market assessment (anticipated to include the Kansas City Metropolitan area as the primary market and the states of Kansas and Missouri as secondary markets)
  - c. MARC brand assessment as a training provider
  - d. Alternative providers market analysis
  - e. Trend and future needs analysis
  
2. Opportunities Assessment
  - a. Potential collaboration/partnership opportunities (internal and external)
  - b. Potential funding opportunities (partners, grants, etc.)

In addition, the selected Consultant will provide project management for their components of this project, including working closely with MARC staff to confirm the work plan, schedule, and outcomes.

The results of this work will be communicated in a final report, including:

- Draft final report for staff review
- Final report incorporating all scope of work items
- Formal presentation of report recommendations to MARC leadership

## **E. PROJECT SCHEDULE**

The estimated total time frame for the scope of work is 90 days from approval to proceed to submission of the final report.

## **F. PROPOSAL SUBMITTAL REQUIREMENTS**

### Questions

Questions related to this proposal must be submitted in writing to Lauren Palmer, Director of Local Government Services at [lpalmer@marc.org](mailto:lpalmer@marc.org) by 5:00 pm CST on Friday, May 17, 2024. Responses will be provided via addendum issued by 5:00 pm CST on Friday, May 24, 2024 (if applicable).

### 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.

To be eligible for consideration, one electronic copy (PDF) of the proposal must be received by MARC no later than 12:00 pm (noon) on Monday, June 3, 2024. Late submittals will not be considered. Please submit proposals to the Government Training Institute at [gti@marc.org](mailto:gti@marc.org).

It is the responsibility of the person submitting questions and/or 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 Shelly Bolling-Strickland at [sstrickland@marc.org](mailto:sstrickland@marc.org).

The following items must be addressed in all proposals:

1. **APPROACH TO THE WORK:** MARC staff has developed a general outline of work tasks associated to the Scope of Services. The Contractor will be required to recommend and expand and/or revise upon this study’s Scope of Services to achieve the project objectives. Respondents must provide a detailed approach to the work including specific methodologies and/or tactics that will be used. Innovative approaches for completion of the Scope of Work are encouraged.
  - A. The name and address of the contracting firm, together with the name, telephone and e-mail address of the primary contact person for purposes of this proposal
  - B. A listing of all proposed subcontractors, if any
  - C. Review and respond as needed to Attachments A, B & C.
2. **CONTRACT PRICE:** Proposals should indicate the cost of services to be provided and the basis for pricing (lump sum or hourly fee).
3. **QUALIFICATIONS AND REFERENCES:** Proposals should indicate qualifications of the proposer in marketing analysis appropriate to this project. A brief narrative (four pages maximum) regarding the firm’s capabilities to carry out this project, including special assets, areas of expertise, analytical tools, and data sources, etc. to which the firm may have access. Proposals shall also include:

- A. A description of similar projects undertaken within the last five (5) years, by proposing firm and/or its subcontractors, showing contract amounts, description of work performed and client outcomes;
- B. References (minimum of three) – please provide client contact persons, phone numbers, and e-mail addresses; and
- C. Resumes of professionals staff who will be assigned to this project.  
Note: Any reassignment of designated key staff will not occur without mutual consultation and consent by MARC.

4. **MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION:** MARC’s is committed to diversity, equity and inclusion in its work and encourages MBE/WBEs to respond. Proposers should submit, with their proposals, Intent to Perform As a MBE/WBE, Attachment A, for each proposed MBE/WBE contractor, subcontractor, or joint venture.

**G. SELECTION PROCEDURE**

A selection committee of MARC staff will review and score proposals. If needed, a short list of teams may be selected on or about **June 7**, by MARC, after the selection committee reviews all project proposal information. Short-list proposers should be available for possible interviews and/or presentations with the selection committee prior to the selection of a consultant. The final selection of a consultant shall occur on or about **June 21**. MARC reserves the right to negotiate a contract, including a scope of work, and contract price, with any proposers or other qualified party.

This Request for Proposals 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 or the selection committee for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Proposals.

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 Services. 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.

**H. PROPOSAL EVALUATION CRITERIA**

The proposals submitted by each Contractor, Firm, or Contractor Team, will be evaluated according to the following factors, in order of priority:

The proposals submitted will be evaluated according to the following factors:

- Approach to the work and understanding of the scope (30%)
- Qualifications and expertise of firm and personnel assigned to this project (30%)
- Cost (20%)
- Past performance on similar projects that resulted in successful outcomes for clients, i.e. reference checks (15%)
- Level of WBE/MBE participation (5%)

## **I. PRESENTATIONS**

The project selection team may require oral presentations of those consultants identified on the proposer's short list. Presentations will be held at MARC or a site (including virtual) designated by MARC.

## **K. CONTRACT AWARD**

MARC will notify the selected consultant by e-mail. Following e-mail notification, MARC will negotiate a standard professional service agreement with the selected candidate (see Attachment C "Professional Services Agreement"). The selected candidate's proposal will be incorporated by reference in the contract. Additionally, MARC will notify, via e-mail, the candidates who are not selected.

## **L. 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 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, negotiations with the selected proposer will cease until the matter is resolved.

## **M. PROCUREMENT SCHEDULE**

The following is a tentative schedule for the Contractor selection process:

| <b>Activities</b>   | <b>Schedule</b>        |
|---|------------------------|
| RFP issued  | May 1, 2024            |
| Questions Due   | May 17, 2024           |
| Addendum Issued with Responses to Questions (if applicable) | May 24, 2024           |
| Proposals Due   | June 3, 2024 (by noon) |
| Short List Announced  | By June 7, 2024        |
| Interviews (tentative)                                      | June 10 – 21, 2024     |
| Selection   | By June 21             |
| Contract Execution/ Notice to Proceed                       | By June 28             |
| Project Completion  | By September 30        |

## **N. PROJECT BUDGET**

The level of funding for this project will be based on the scope of work. The final level of contractor funding and contract price will be negotiated between MARC and the contractor.

- Estimated project range: \$25,000
- Period of Performance: 90 days

## ATTACHMENTS

1. Attachment A - Complete the **INTENT TO PERFORM AS A MINORITY & WOMEN BUSINESS ENTERPRISE (MBE/WBE)**, if contractor elects to perform as a MBE/WBE.
2. Attachment B – Training Focus Area Inventories
3. Attachment C - Draft **PROFESSIONAL SERVICES AGREEMENT**

**ATTACHMENT A**

**INTENT TO PERFORM AS A MINORITY & WOMEN BUSINESS ENTERPRISE  
(MBE/WBE)**

Project Title and Description:

---

The undersigned intends to perform work in connection with the above project as (check one):

\_\_\_\_\_ Prime Contractor

\_\_\_\_\_ Subcontractor

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other (please specify) \_\_\_\_\_

---

If applicable name of prime contractor or joint venture partner:

---

**The MBE/WBE status of the undersigned is confirmed by an attached certification.**

The undersigned is prepared to perform the following described work in connection with the above project (attach additional sheet in needed):

---

---

---

---

---

---

---

---

at the following price \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of MBE/WBE Firm

By: \_\_\_\_\_  
Signature of Firm's Authorized Representative

---

(Please Print Names of Authorized Representative)

**ATTACHMENT B: TRAINING AREA OVERVIEW**

| <b>9-1-1</b>                |  |
|-----------------------------|--|
| <i>Audiences</i>            | Dispatchers in the eleven-county 9-1-1 region  |
| <i>Core Training Areas</i>  | <ul style="list-style-type: none"> <li>- 40 Hour Basic Training</li> <li>- Communications Training Officer Training</li> <li>- Supervisor Training</li> <li>- Peer Support Basic Training</li> </ul> |
| <i>Funding/Partnerships</i> | All training covered by user fees  |

| <b>Aging and Older Adult Services</b> |  |
|---------------------------------------|--|
| <i>Audiences</i>                      | <ul style="list-style-type: none"> <li>- Anyone in Missouri and most of Kansas who needs HIPAA/Medicare Training</li> <li>- Aging Subcontractors: Meal delivery, home modification, in-home caregivers, counseling for Veterans, evidence-based program providers</li> </ul> |
| <i>Core Training Areas</i>            | <ul style="list-style-type: none"> <li>- HIPAA</li> <li>- Adult abuse and neglect</li> <li>- Exploitation Training</li> <li>- Medicare Fraud/Waste</li> <li>- <a href="#">Additional Courses</a></li> </ul>  |
| <i>Funding/Partnerships</i>           | Grants and fees for service  |

| <b>Community Health Workers</b> |   |
|---------------------------------|---|
| <i>Audiences</i>                | <ul style="list-style-type: none"> <li>- Anyone interested in both Kansas and Missouri</li> <li>- Community Health Workers</li> <li>- Early Learning Parents</li> <li>- Community Health Worker Students (need 20 hours of CEUs)</li> <li>- Trainings offered in English and Spanish</li> </ul> |
| <i>Core Training Areas</i>      | <ul style="list-style-type: none"> <li>- CHW Core Competency Course</li> <li>- CHW Continuing Education Courses</li> </ul>  |
| <i>Funding/Partnerships</i>     | State and philanthropic grants  |

| <b>Early Learning</b>       |   |
|-----------------------------|---|
| <i>Audiences</i>            | <ul style="list-style-type: none"> <li>- Head Start Staff</li> <li>- Family Advocates</li> <li>- Child Care Center Staff</li> <li>- Early Childhood Teachers</li> <li>- Family Child Care Providers</li> <li>- Mental health staff</li> <li>- Geared towards Missouri providers but open to anyone</li> </ul> |
| <i>Core Training Areas</i>  | <a href="#">Available Online</a>  |
| <i>Funding/Partnerships</i> | <ul style="list-style-type: none"> <li>- Funding by the Missouri Department of Education Grant</li> <li>- Partners with The Family Conservancy</li> </ul>   |

| <b>Emergency Services</b>   |  |
|-----------------------------|--|
| <i>Audiences</i>            | <ul style="list-style-type: none"> <li>- Provide training for five counties in Missouri and three counties in Kansas</li> <li>- Law enforcement</li> <li>- Hospitals and health care employees</li> <li>- EMS</li> <li>- Hazmat</li> <li>- Public Works</li> <li>- Health Departments</li> </ul> |
| <i>Core Training Areas</i>  | <a href="#">Available Online</a>   |
| <i>Funding/Partnerships</i> | All training covered by state homeland security grant funding  |

| <b>Government Training Institute (GTI)</b> |   |
|--|---|
| <i>Audiences</i>                           | <ul style="list-style-type: none"> <li>- Local government</li> <li>- Nonprofit Leaders</li> <li>- Some state and federal government employees depending on training/grants</li> </ul> |
| <i>Core Training Areas</i>                 | <a href="#">Available Online</a>  |
| <i>Funding/Partnerships</i>                | Fee for service - paid registrations or paid contracts  |

## ATTACHMENT C

### DRAFT PROFESSIONAL SERVICES AGREEMENT

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

#### WITNESSETH:

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### SCOPE OF SERVICES

The Contractor 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 Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a similar active organization.

#### TIME OF PERFORMANCE

Term – The Contractor shall begin performing the Services on or before \_\_\_\_\_, and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by \_\_\_\_\_.

#### COMPENSATION

Maximum Obligation - During the term of this Agreement, the compensation paid by MARC to the Contractor for the Services relating to the Project shall not exceed \$\_\_\_\_\_.

Budget – During the term of this Agreement, the compensation paid by MARC to PARTNER for all Services specified herein relating to the Project shall be compensated based on the Budget described in Exhibit B (the “Budget”), which is incorporated herein by reference.

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

The Contractor shall submit an invoice monthly to MARC providing an itemization of services performed as detailed in Exhibit A – Scope of Services and detailed in Exhibit B – Budget.

MARC shall reimburse the Contractor within thirty (30) calendar days after the receipt of the invoice.

The Contractor shall maintain complete records of all costs incurred under this Agreement including travel expenses. All such records shall be maintained on a generally accepted accounting basis for a minimum period of three (3) 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.

MARC shall have the right to extend this Agreement with written notice to the Contractor. If this Agreement terminates, then the Contractor will be paid for work completed pursuant to Section 3.C.

Compensation After Termination - In the event that this Agreement is terminated as provided below in Section 5, the Contractor shall be compensated for all hours worked and other expenses incurred, and other non-cancelable contracted obligations under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The Contractor 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.

### **CHANGES AND ADDITIONAL SERVICES**

This Agreement constitutes the entire agreement between MARC and the Contractor 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, and agreement by the Contractor, may modify the scope of the Services to be furnished by the Contractor under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by the Contractor or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to the Contractor and time of performance.

### **TERMINATION**

MARC reserves the right to terminate this Agreement at any time, with or without cause, by giving the Contractor written notice of such termination.

In the event of any such termination, the Contractor shall deliver to MARC all deliverables pertaining to the Services completed as of the termination date including: designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Contractor under this Agreement.

### **COPYRIGHT AND OWNERSHIP OF DOCUMENTS**

All information, data, photographs, field notes, research papers, other documentation, and other work product and materials of every kind, and copyright therein, that are created or produced by the Contractor pursuant to this Agreement shall become the property of and belong to MARC.

### **ASSIGNMENT**

The Contractor's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

### **INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor in the performance of the Services under this Agreement. Accordingly, the Contractor shall be responsible for the payment, as applicable, of all required business license fees and all taxes including Federal, State and local taxes arising from the Contractor's activities under the terms of this Agreement and no withholdings of any taxes shall be made by MARC in connection with the payments provided for in this Agreement.

### **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 entitled to any share or part of this Agreement or to any benefit arising from it.

### **CONFLICTS OF INTEREST**

The Contractor hereby certifies that no personnel working for Contractor, directly or indirectly, in carrying out Contractor's obligations under this Agreement are involved in other community projects that would pose a conflict with the Contractor's ability to carry out successfully the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Contractor agrees to notify MARC immediately in writing and to work with MARC to address any potential issues arising from the situation.

The Contractor covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict with, delay or impede, in any manner, the performance of this Agreement, including the submission of impartial reports and recommendations to MARC.

### **HOLD HARMLESS**

The Contractor expressly agrees to hold and save harmless MARC, its officers, directors, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to a breach of this Agreement by the Contractor, the Services provided under this Agreement by the Contractor, or arising from any act or omission of the Contractor or of any employee or agent of the Contractor.

### **INSURANCE**

The Contractor shall provide proof of: (A) Automobile Liability insurance coverage of \$100,000.00 per claim and up to \$2,000,000.00 per occurrence and uninsured motorist coverage; and (B) general liability insurance for acts occurring in connection with the Services to be provided hereunder with limits to such insurance in amounts acceptable to MARC, as approved in writing by MARC to Contractor.

### **CONFIDENTIALITY**

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, each party (and its employees, agents and contractors) shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the Services, including information about the third parties for whom the Services are performed, that the party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, except for disclosure that is necessary to perform the Services.
- B. Each of MARC and Contractor (and their employees, agents and contractors) shall not disclose, except to each other and except for disclosure that is necessary to perform the Services, 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. In the event Contractor (or its employees, agents and contractors) makes an unauthorized disclosure of information, Contractor shall indemnify MARC, including MARC's officers, directors, managers, agents and/or employees for any loss proximately arising from such disclosure. Contractor acknowledges that in the event of an unauthorized disclosure, the damages incurred by MARC may be difficult if not impossible to ascertain, and that MARC may seek injunctive relief as well as monetary damages against

Contractor as a result of a breach of the confidentiality obligations set forth above.

**DEFAULT**

In the event of a default with respect to any of the provisions of this Agreement or the 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.

**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.

**NOTICES**

Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as David A. Warm or MARC may designate for such purpose by written notice to the Contractor. All compensation and written notices to the Contractor shall be considered to be properly given if mailed, delivered in person, or transmitted by electronic mail or similar method to:

Name  
Address  
email

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, or transmitted by electronic mail or similar method to:

name  
Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, Missouri 64105-1554  
email

**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.

**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.

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

By: \_\_\_\_\_

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

Date: \_\_\_\_\_  
"Contractor"

**Exhibit A**  
**Scope of Services**

**Exhibit B**  
**Budget**