



DIVISION OF FINANCE – PURCHASING DEPARTMENT

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CITY OF WICHITA

**FINANCE DEPARTMENT/PURCHASING DIVISION
455 N. MAIN ST, 12TH FLOOR, WICHITA, KS 67202**

PHONE: (316) 268-4636

PURCHASING@WICHITA.GOV

WICHITA.GOV/PURCHASING

WICHITA.GOV/PROCUREMENTPORTAL

REQUEST FOR PROPOSAL

RFP #25-0084

Opioid Abatement Support and Evaluation Services

October 20, 2025

Sedgwick County, Kansas (hereinafter referred to as “Sedgwick County” or “County”), in coordination with the City of Wichita, Kansas (hereinafter referred to as “City of Wichita” or “City”) are seeking a firm or firms to provide Abatement Support, Monitoring and Evaluation Services of various County and City’s opioid settlement fund initiatives made pursuant to the Wichita-Sedgwick County Addiction Intervention Coalition advisory board’s recommendations. If your firm is interested in submitting a proposal, please do so in accordance with the instructions contained within the attached Request for Proposal. **Proposals are due no later than 1:45 pm CST, November 25, 2025.**

All contact concerning this solicitation shall be made through County’s Purchasing Department. The entity or firms submitting a proposal (hereinafter referred to as “Proposer” when referring to single entity or firm and “Proposers” when referring to multiple entities or firms(s)) shall not directly or indirectly contact County or City employees, Wichita-Sedgwick County Addiction Intervention Coalition advisory board members, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the County’s Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Proposer’s proposal. The term “Purchasing staff” as may be used later in this document shall refer to County’s Purchasing Department’s staff.

Sincerely,

Joseph Thomas

Joseph Thomas, NIGP-CPP, CPSM, CPSD, C.P.M.
Purchasing Director

JT/ch

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I. About this Document

This document is a Request for Proposal. This Request for Proposal is a cooperative, joint solicitation by Sedgwick County and the City of Wichita facilitated by Sedgwick County. It differs from a Request for Bid or Quotation in that County and City are seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in County's Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. Such Competitive Sealed Proposals shall be evaluated in conformity with County's Charter Resolution 68 and City's City Code 2.64. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County and City. Criteria that will be used and considered in evaluation for award are set forth in this document. County and City will thoroughly review all proposals received. County and City will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals.

Separate but congruent contracts or agreements will be awarded by County and City to a qualified vendor submitting the best proposal. No binding agreements shall be made without both County and City executing such separate but congruent contracts or agreements. **Sedgwick County and the City of Wichita reserve the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets the joint required needs, quality levels and budget constraints of both City and County.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. All proposals shall be subject to discussion by the Wichita-Sedgwick County Addiction Intervention Coalition ("Coalition") in an open meeting and therefore shall be subject to public disclosure. Executed purchase orders and final contracts are subject to public disclosure after the issuance of the award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 523,000 people. It is the 16th largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 3,000 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The City of Wichita is the largest city in the state of Kansas and lies within Sedgwick County as the most populous city in the region. The City of Wichita employs approximately 3,100 employees providing a full range of municipal services, including police and fire protection, parks and recreation programs, libraries, public housing, municipal transportation, airports, water and sewer utilities, general administration, and other services. Information regarding the City of Wichita can be found at wichita.gov. The legislative body of the City consists of a six member City Council, elected by district, and a full time Mayor elected from the City-at-large. The Council members and the Mayor serve four (4) year terms overlapping. The Council and Mayor establish general policies, which are executed by the City Manager.

The City of Wichita and Sedgwick County are soliciting proposals from qualified agencies or firms to provide administrative support, monitoring and evaluation services of various County and City's opioid settlement fund initiatives made pursuant to the Wichita-Sedgwick County Addiction Intervention Coalition advisory board's recommendations. These initiatives aim to implement evidence-based, community-informed, and fiscally responsible strategies for opioid abatement in alignment with the Wichita-Sedgwick Opioid Strategic Plan and the Kansas Municipalities Fight Addiction Fund (MFAF) Guide.

County and City are collectively receiving an estimated \$15.5 million over 14 years from national opioid settlement funds. A collaborative strategic planning process established a vision for a comprehensive response to substance use, prioritizing equitable access, sustainability, and data-informed decision-making. The Wichita-Sedgwick County Addiction Intervention Coalition ("Coalition") was formed to guide the implementation of the strategic plan and enhance community accountability.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "County") and the City of Wichita, Kansas (hereinafter referred to as "City") are seeking a firm or firms to provide administrative, support, monitoring, and evaluation services related to the opioid settlement funds with the goal of ensuring effective oversight, performance evaluation, financial accountability, and legal compliance of service providers funded through these resources. Proposers are expected to demonstrate their capacity and approach to fulfill the following core service areas.

The following objectives have been identified for this contract:

1. Acquire Financial Monitoring: Oversight of provider invoices, verification of eligible expenses, enforcement of budget compliance, and the facilitation of annual budget adjustments as necessary.
2. Performance Monitoring and Evaluation: Implementation and refinement of outcome-based performance measures, site visits, technical assistance, corrective action planning, and comprehensive quarterly and annual reporting on provider effectiveness.
3. Compliance with the Kansas Municipalities Fight Addiction Fund (MFAF) guidelines and Kansas Fights Addiction Act: Ensure all activities align with applicable requirements and allowable uses.
4. Periodic surveillance or study, relative to funding cycles, to identify addiction services needs and/or gaps in/across Sedgwick County and the City of Wichita.
5. Services meeting the parameters, conditions and mandatory requirements presented in the document.
6. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service, and customer satisfaction.
7. Acquire administrative services related to the Opioid Settlement with the most advantageous overall cost to the County and City.
8. Assist Coalition in creating quantifiable goals, scales and other forms of measurements of efficacy that Coalition may recommend using when working with City and County's purchasing departments to create of various requests for bids and requests for proposals for services targeted to abate addiction epidemic in the community.

IV. Submittals

Carefully review this Request for Proposal (“RFP”). It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate with an electronic response, the RFP number must be entered in the subject line and email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

Any submittals to the Coalition regarding this document must be remitted to Sedgwick County as instructed herein. Any publication by the City of Wichita’s Procurement Portal (wichita.gov/procurementportal) is solely for marketing purposes. Potential inquiries will not be responded to by the City. Instances where interested Proposers have contacted the City will be forwarded to the County for action, if any. Any instances of conflict between City/County publication will recognize the County’s site (sedgwickcounty.org) as the source of official record.

All costs incurred in the preparation and presentation of a proposal shall be wholly absorbed by the Proposer submitting the proposal.

All proposals, including supporting documentation/manuals, shall become the property of the County and City. Your response must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Joseph Thomas
Sedgwick County Purchasing Department
100 N. Broadway, Suite 610
Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, NOVEMBER 25, 2025.** If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award. If you choose to send a hard copy of your proposal, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

Proposal responses will be acknowledged and read into record at Bid Opening, **which will occur at 2:15 pm CST on the due date.** No information other than the respondent’s name will be disclosed at Bid Opening. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these proposals are read into the record, **please dial our Meet Me line @ (316) 660-7271 at 2:15 pm.**

V. Scope of Work

Items listed in this section are requirements for the completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

1. Financial Monitoring: Oversight of provider invoices, verification of eligible expenses, enforcement of budget compliance, and the facilitation of annual budget adjustments as necessary.
2. Performance Monitoring and Evaluation: Implementation and refinement of outcome-based performance measures, site visits, technical assistance, corrective action planning, and comprehensive quarterly and annual reporting on provider effectiveness.
3. Assist with the development of Requests for Proposals for evidence-based education, prevention, treatment, and recovery services.
4. Provide a qualified Contractor's representative who will attend the Wichita-Sedgwick County Addiction Intervention Coalition meetings and provide assistance to the Coalition during such meetings as may be needed.
5. Periodic surveillance or study, relative to funding cycles, to identify addiction services needs and/or gaps in/across Sedgwick County and the City of Wichita.
Compliance with the Kansas Municipalities Fight Addiction Fund (MFAF) guidelines and Kansas Fights Addiction Act: Ensure all activities align with applicable requirements and allowable uses. Proposers must illustrate a deep understanding of substance use disorder treatment systems, evaluation frameworks, as well as an ability to coordinate transparently with the Coalition, City, and County staff, and community stakeholders.

VI. City and County Responsibilities

1. Provide information, as legally allowed, in possession of the County and City, which relates to the County's and City's requirements or which is relevant to this project.
2. Designate persons to act as County and City Contract Managers with respect to the work to be performed under this contract.
3. County and City reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the County on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Joseph Thomas at joseph.thomas@sedgwick.gov by 5:00 pm CST, November 3, 2025. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/current-bids-and-proposals/> under the Documents column associated with this RFP number by 5:00 pm CST, November 10, 2025. Proposers are responsible for checking the website and acknowledging any addenda on their proposal response form.

Any questions to the Coalition regarding this document must be remitted to Sedgwick County as instructed herein. Any publication by the City of Wichita's Procurement Portal (wichita.gov/procurementportal) is solely for marketing purposes. Potential inquiries will not be responded to by City. Instances where interested Proposers have contacted the City will be forwarded to the County for action, if any. Any instances of conflict between City/County publication will recognize the County's site (sedgwickcounty.org) as the source of official record.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of three (3) years' experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
5. Municipal and County government experience is desired, however, the County will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.

C. Evaluation Criteria

An Evaluation Team, also referred to as the Screening and Selection Committee, which shall be composed of County and City staff from various departments, Coalition members, and in requested instances, community members will evaluate received proposals. At the discretion of the Evaluation Team, respondents may be asked to make an oral presentation to clarify information in their submittal.

County and City staff will judge each response as determined by the scoring criteria below. The Screening and Selection Committee will evaluate proposals submitted. Proposal responses will be evaluated on the following but not limited criteria*:

Component	Points
A. Project Understanding / Presentation and Approach	35
B. Technical Qualifications and Experience	35
C. Cost Proposal	10
D. References / Past Performance	10
E. Mandatory Requirements – Ability to Meet Proposal Terms and Conditions	10
Total Points	100

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- | | | |
|--|---------|------------|
| A. \$38,000.00 divided by \$50,000.00 = .76 | .76*10 | 7.6 points |
| B. \$38,000.00 divided by \$38,000.00 = 1.00 | 1.00*10 | 10 points |
| C. \$38,000.00 divided by \$49,000.00 = .77 | .77*10 | 7.7 points |

*As of August 1, 2025, the City will temporarily suspend use of its E/DBE scoring criteria in non-Federally funded contracts while the E/DBE programs undergo review and modification. Any additional information may be found on the City's Federal Compliance page found at wichita.gov/transparency.

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the City's and County's respective purchasing departments. City and County reserve the right to further negotiate services and costs that are proposed, and the right to recommend for award the proposal and plan that they deem to be in the best interest of the County and the City

By submitting a proposal pursuant to this RFP, Proposer understands that no agreement shall be considered final nor binding on either City or County unless both Sedgwick County's Board of County Commissioners and City of Wichita's City Council ("City Council") awarded the Proposer of the winning proposal with separate but congruent agreements and both City and County properly executed such congruent agreements with the Proposer.

The County and City, through their Purchasing Director/Manager respectively, reserves the right to accept or reject any or all proposals and any part or parts of any proposal, and to waive formalities therein to determine which is the most beneficial proposal. All proposals, including supporting documentation, shall become the property of Sedgwick County and City of Wichita. All costs incurred in the preparation of this proposal shall be the responsibility of the Proposer making the proposals. Sedgwick County and City of Wichita reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels, budget constraints, and on the basis of greatest benefit to the County and City are not obligated to select the lowest cost option.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	October 20, 2025
Questions and clarifications submitted via email by 5:00 pm CST	November 3, 2025
Addendum Issued by 5:00 pm CST	November 10, 2025
Proposal due before 1:45 pm CST	November 25, 2025
Evaluation Period	December 2025 – January 2026
Board of Bids and Contracts Recommendation (Both City & County)	February 5, 2026
City Council Award Presentation	February 10, 2026
Board of County Commission Award	February 11, 2026

E. [Contract Period and Payment Terms](#)

A contractual period will begin following City Council and Board of County Commissioners approval and execution of separate but congruent agreements between County and Contractor and City and Contractor. of the successful firm(s) and continue for a period of one (1) year period with four (4) one (1) year options to renew under the same terms and conditions by mutual agreement of both parties.

In their sole discretion County and City may cancel their respective obligations herein upon thirty-day (30) prior written notice to the Contractor. For purposes of this document a "Contractor" is a successful Proposer whose proposal was accepted by both City and County and who had executed separate but congruent agreements arising out of this RFP with both City and County. A cancellation by one of the parties (City or County) shall not transfer responsibilities and obligations of such party to the other. It is understood that

funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

<https://www.sedgwickcounty.org/media/55477/payment-and-invoice-provisions.pdf>

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County and City listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County and City both receive written notice of such change. Thirty (30) days shall be counted from the date when both City and County have been properly notified. . All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
☒ Required / ☐ Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
☒ Required / ☐ Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
☐ Required / ☒ Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, contractor, and all Subcontractors shall be included as named insured's.
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G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County and City of Wichita, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County and City of Wichita, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful Proposer agrees all data, records and information, which the Proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County and City of Wichita. The successful Proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County and City of Wichita. The successful Proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful Proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful Proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's and City of Wichita's proprietary information from disclosure to third parties as with successful Proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County and City of Wichita.

I. Proposal Conditions

<https://www.sedgwickcounty.org/media/31338/proposal-tc.pdf>

County's Sample Contract

<https://www.sedgwickcounty.org/media/67402/sample-contract-kws-13024.pdf>

Contract Provisions for FEMA Projects (If Applicable)

<https://www.sedgwickcounty.org/media/67302/sedgwick-county-federal-grant-contract-provisions.pdf>

Suspension and Debarment

<https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/>

Protest Procedure

Any protests and/or challenges to the bid process must be filed timely and pursuant to Sedgwick County's protest procedure.

www.sedgwickcounty.org/media/68789/protest-procedure-rev-4225.pdf

VIII. Required Response Content

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The firm's relevant experience, notably experience working with government agencies.
3. The firm's relevant experience relative to substance use disorder and/or opioid use mitigation, prevention, and education.
4. At minimum, three (3) professional references, besides Sedgwick County and the City of Wichita, with email addresses, telephone numbers, and contact persons where work has been completed within the last three (3) years.
5. Proposed not-to-exceed fee for professional services.
 - a. Proposed hourly billing rates must also be included.
 - b. Expected number of hours needed to meet the Scope of Services over the contract period.
6. Timeline for completing the project.
7. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff, and/or the Wichita City Council or City staff.
 - a. Completed Request for Proposal Conditions Certification (Submittal Letter).
8. Disclose any civil litigation or alternative dispute resolution proceedings involving the Proposer (and any subcontractor proposed in a response submission) within the last year.
 - a. Continuing disclosure required for any new litigation, arbitration, or other proceeding commencing after proposal submission within 30 days of occurrence in a written statement to the contact person identified.
 - b. Details of settlements that are prevented from disclosure by law may be annotated as such.
9. A description of the type of assistance that will be sought from County and City staff, including assistance required from the County to lessen the costs of this project.
10. Proof of insurance meeting minimum insurance requirements as designated herein.
11. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. Response Form

REQUEST FOR PROPOSAL

RFP #25-0084

Opioid Abatement Support and Evaluation Services

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____ **HOURS** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **EMAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55) _____ Asian Pacific-Woman Owned (60)

_____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70) _____ Native American-Woman Owned (75)

_____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

UEI (UNIQUE ENTITY IDENTIFIER) NO. _____

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFB/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to <https://www.sedgwickcounty.org/finance/purchasing/>.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements must? be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document must? be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____

REQUEST FOR PROPOSAL
RFP #25-0084
Opioid Administrative Support and Evaluation Services

Consistent with the guidance provided in Section 1 of this Request for Proposal, Sedgwick County is subject to the Kansas Open Records Act (K.S.A. 45-215 *et seq.*). As such, portions, and potentially all, of your proposal may become accessible to the public through records requests even if it is not awarded the contract.

If you are claiming some of the submitted documentation should not be disclosed, indicate the associated information and the basis for such claims of privilege in the spaces below. In the event records requests are submitted for information identified as privileged, proprietary or confidential, Sedgwick County may attempt to coordinate a response and would expect for you to be available to defend your claims in court. Failure to provide information in the spaces below shall constitute a waiver of any claims of violation of privileged, proprietary or confidential information resulting from the production of these records, regardless of other language or claims within your Response.

[illegible]

X. **Attachment 1: Request for Proposal Conditions Certification (Submittal Letter)**

Request For Qualifications Conditions

1. Certification 1- No Unilateral Contact:

The Consultant hereby certifies they are aware that all communications between a Proposer and the City and County regarding a proposal or the proposal process should only be directed to Purchasing staff. That if any contact with any other City and County employee that is necessary to clarify technical aspects of the proposal or the RFP that communication will be coordinated through the designated Purchasing staff and the listed designated project manager. City Policy prohibits any City employee from having any interaction with any representatives of any entity that is considering or has responded to an RFP; and that any employee can be subject to discipline included termination for violating City Policy.

2. Certification 2-No Improper Influence:

- A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to **solicit** or secure this Agreement.
- B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

3. Certification 3- No Publicly Funded Lobbying:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

- A. No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- B. If any funds other than Federal 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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

4. Certification 4-No Conflict of Interest:

Conflict of Interest

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

On behalf of Proposer, I certify Proposer's current compliance with all of the above requirements and that it will continue to adhere to these requirements until this Project is awarded. Proposers understand that its failure to so adhere or to have made false representations on this certification may cause its Proposal to be rejected from consideration for this and future solicitations.

Signature _____ Title _____

Print Name _____ Dated ____/____/____

XI. Attachment 2: City Contract Template

**RFP #25-0084
Opioid Abatement Support and Evaluation Services**

THIS CONTRACT FOR TITLE ("Agreement"), entered into this _____ day of MONTH 2025, by the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and _____, hereinafter called "CONTRACTOR".

WHEREAS, the City has sought competitive bids for the provision of Title for its Various City Departments, Boards, & Agencies and CONTRACTOR has submitted the bid most beneficial to the CITY and is ready, willing and able to provide the services required by the CITY;

NOW, THEREFORE, the parties agree as follows:

- I. **Scope of Services.** CONTRACTOR shall provide to the CITY and complete all services as specified in the following, which shall serve in their entirety as the Scope of Services for this Agreement:
 - A. The City's Request for Proposal No. FP25-0084 ("RFP"), attached as Exhibit C hereto and incorporated herein;
 - B. CONTRACTOR'S Response to RFP, attached as Exhibit D hereto and incorporated herein; and
- II. **Conflicting Terms.** In the event of a conflict in terms, the following order of precedence shall apply: this Agreement, including Exhibits A and B; Exhibit C; and then Exhibits D.
- III. **Billing and Payment.** The services rendered by the CONTRACTOR pursuant to this Agreement shall be compensated according to the unit price outlined in Exhibit D for Title Good/Service, the solicitation number – FP25-2067 for the XXX Department, XXX Division.

The services rendered by the CONTRACTOR pursuant to this Agreement shall be compensated with a specific cost for each task as directed and approved by the Department, as per the proposal, plans, specifications, any addenda, and the CONTRACTOR'S proposal of **MONTH 2024** and as approved by the City Council on the date listed above.

- IV. **Term.** The term of this contract shall be effective from **MONTH, XX 2025**, through **MONTH XX, 2026**, with options to renew the contract under the same terms and conditions for one (1) year period with four (4) one (1) year options to renew under the same terms and conditions by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to CONTRACTOR.
- V. **Termination by the City.** If, for any cause, the CONTRACTOR shall fail to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, effective fourteen (14) days following receipt of same, provided the CONTRACTOR shall be provided a reasonable time within which to remedy such deficiencies in a manner meaningful to City's application for the competitive award sought. The

CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

- VI. **Termination by the Contractor.** The CONTRACTOR may terminate this Agreement at any time for failure of the City to comply with any material terms or conditions of this Agreement by giving written notice to the CITY of such termination, effective thirty (30) days following receipt, provided, however, that the City shall be provided a reasonable time within which to remedy such deficiencies.
- VII. **Waivers.** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions nor to affect the validity of this Agreement nor any part thereof, nor the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

- VIII. **Representatives of Contracting Parties.** The following designated parties shall represent the parties to this Agreement for notification and communication as may be required:

(a) Representing the Consultant:

NAME, TITLE
COMPANY NAME
ADDRESS
CITY, STATE ZIP CODE
316-XXX-XXXX
EMAIL

(b) Representing the City:

NAME, TITLE
COMPANY NAME
ADDRESS
CITY, STATE ZIP CODE
316-XXX-XXXX
EMAIL

- IX. **Indemnification and Insurance.**

A. The CONTRACTOR shall be liable for damages arising out of injury to persons, damage to real or personal property or other liability or loss before or after acceptance, delivery, installation and use of the equipment and/or software application, either at the CONTRACTOR'S site or the CITY's place of business, provided that the injury or damage was caused by the fault or negligence of the CONTRACTOR or defect in CONTRACTOR-supplied equipment, software application, or installation. The CONTRACTOR shall not be liable for damages arising out of, or caused by, alterations to the equipment and/or software application (other than alterations performed or caused by the CONTRACTOR'S officers, employees or agents) made by the CITY or for losses occasioned by the CITY's fault or negligence. Nothing in this Agreement shall limit the CONTRACTOR'S liability, if any, to third parties and employees of the CITY, or any remedy that may exist under law or equity in the event a defect in the

manufacture of, or the negligent acts or omissions of the CONTRACTOR, its officers, employees, or agents, is the cause of injury to such person.

- B. The CONTRACTOR shall indemnify and hold harmless the CITY against all suits, claims, damages and losses for injuries to persons or property, and for other liability or loss arising from or caused by errors, omissions, negligent or intentional acts of the CONTRACTOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Agreement.
- C. The CONTRACTOR will carry insurance coverage as described in this section. Coverage shall be the greater of the requirements stated here or the CONTRACTOR'S existing policy. The CONTRACTOR shall carry a minimum of the following insurance coverage during the term of this Agreement and any extensions thereof in the amounts and manner as follows:

Commercial General Liability covering premises, operations, Product/Completed operations, errors and omissions, Broad Form Property Damage, Personal Injury and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Or	
Bodily Injury & Property Damage Liability (Combined Single Limit)	\$1,000,000 each occurrence \$2,000,000 each aggregate

Automobile Liability – Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Or	
Bodily Injury & Property Damage Liability (combined Single Limit)	\$1,000,000 each occurrence

Workers Compensation to meet Statutory requirements.

Employers Liability for minimum limits of:

\$1,000,000 each occurrence
\$1,000,000 occupational disease
\$2,000,000 annual aggregate

Professional Liability (Claims made basis):

\$1,000,000 each occurrence
\$2,000,000 annual aggregate

Pollution Liability:

\$1,000,000 each claim
\$2,000,000 annual aggregate

Umbrella Liability:

\$1,000,000 each claim
\$2,000,000 annual aggregate

- X. ***Certificate of Insurance.*** The City of Wichita shall be added as a primary and non-contributory additional insured for the liability policies. The policy shall also provide coverage for Provider's contractual obligations created in the Contract. Vendor shall provide a Certificate of Insurance evidencing such coverages.

The Certificate of Insurance must be submitted within ten (10) days after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

- XI. ***Prohibition against Assignment and Delegation.*** Notwithstanding any other provision of this Agreement, the CONTRACTOR warrants that it shall not transfer, pledge, or otherwise assign this Agreement, or any interest therein, or any claim arising thereunder, to any party or parties. None of the CONTRACTOR'S duties under this Agreement may be delegated to or sub-contracted to any persons without the express written permission of the City.
- XII. ***Third Party Rights.*** It is specifically agreed between the parties that they do not intend by any of the provisions of this Agreement to create in the public or any member thereof the status of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- XIII. ***Compliance with Laws.*** The CONTRACTOR shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this Agreement.
- XIV. ***Independent Contractor.*** The CONTRACTOR acknowledges and agrees that services rendered under this Agreement shall be performed as an independent contractor in accordance with the terms set forth in Exhibit B, attached hereto and incorporated herein. The CONTRACTOR is responsible for the payment of all federal, state, and local income taxes related to CONTRACTOR'S fees for services.
- XV. ***Confidentiality.*** Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in fulfillment of this Agreement. The CONTRACTOR acknowledges that the City is required to comply with the Kansas Open Records Act. The CONTRACTOR agrees not to disclose private information about the City. "Private information" does not include information available in the public domain.
- XVI. ***City of Wichita Mandatory Contractual Provisions Attachment.*** This Agreement is subject to the City of Wichita Mandatory Contractual Provisions Attachment, attached as Exhibit A hereto and incorporated herein.
- XVII. ***Incorporation.*** Exhibits A and B are mandatory contract provisions and are superior to any contract document provided by contractor when a conflict exists between provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

THE CITY OF WICHITA

VENDOR

Lily Wu
Mayor

Signature

Print Signature Name

ATTEST:

Title (*President or Corporate Officer*)

Shinita Rice
Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña
City Attorney and Director of Law

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any and all defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita and to follow other applicable provisions of the City of Wichita Non-Discrimination Ordinance found at Chapter 2.06.010 *et seq.* of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.
- Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the **CITY**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.
20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

(Rev. 12/20/2024)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

(Rev. 12/20/2024)

EXHIBIT C
CITY/COUNTY REQUEST FOR PROPOSAL NO. FP25XXX

EXHIBIT D
CONTRACTOR'S RESPONSE TO CITY REQUEST FOR PROPOSAL NO. FP25XXX