



DIVISION OF FINANCE – PURCHASING DEPARTMENT

100 N. Broadway St, Suite 610 Wichita, KS 67202 • Phone (316) 660-7255 • Fax (316) 660-1839

PURCHASING@SEDGWICK.GOV • SEDGWICKCOUNTY.ORG



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 #26-0082

Opioid Use Disorder (OUD) Treatment, Recovery, Prevention and Education Services

Program Priority Area:

Overdose Prevention Initiatives

Amount of Funding Available: \$270,000

Release Date: July 30, 2026

Pre-Bid Information Session: August 3, 2026

Application Due Date: September 15, 2026

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 an entity or entities or firm(s) to provide Evidence-Based Opioid Use Disorder (“OUD”) Treatment, Recovery, Prevention and Education Services (collectively “OUD Program”) in compliance with the opioid settlement fund guidelines and limitations as outlined in this Request for Proposal (RFP) 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 this RFP using the attached RFP Response Form. Proposals are due no later than 1:45 pm CST/CDT, September 15, 2026.

Please note that there are four (4) separate RFPs being released under the OUD Program. Applicants should carefully review each RFP to ensure they are responding to the appropriate program priority area. Organizations interested in applying under multiple priority areas must submit a separate application for each RFP. Visit the Wichita-Sedgwick County Addiction Intervention Coalition [website](#) to learn more.

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,

A handwritten signature in cursive script that reads "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 the 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 the County's Charter Resolution 68 and the 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.

A single co-authored contract or agreement (hereinafter referred to as contract) or separate but congruent contracts will be awarded by County and City to a qualified vendor(s) submitting the best proposal(s). One or multiple awards may be issued pursuant to this RFP. No binding contracts shall be made without both County and City executing a single co-authored contract, or such separate but congruent contracts. The term "Contractor", as used in this RFP, means a successful Proposer to whom City and County awarded the contract and who executed such single co-authored contract or separate but congruent contract with City and County. **Sedgwick County and the City of Wichita, in their sole discretion 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 amount totals and percentages allocated to each award may be subject to adjustment depending on the money available, number of applications, and overall quality of applications. Any such adjustments shall be subject to determination by mutual agreement of the County and City Purchasing Departments.**

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. There are 19 cities in Sedgwick County. 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, public health services, human/social services, and education.

The City of Wichita is the largest city in Kansas with a population of approximately 397,000 and is the seat of Sedgwick County. As of May 2024, the City's total land area was approximately 167 square miles. Major highways, including the Kansas Turnpike (I-35), Interstate 135 and U.S. 54 (Kellogg Avenue) link the City with a large trade area that encompasses a population of more than 1.1 million people within a 100-mile radius. 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-year terms overlapping. The Council and Mayor establish general policies, which are executed by the City Manager.

Sedgwick County and the City of Wichita have taken sustained action to address the opioid crisis in the community. In 2017 and 2019, County and City filed legal actions against major pharmaceutical companies for their role in the crisis, seeking funds to support addiction services and recovery, and both later joined a statewide lawsuit led by the Kansas Attorney General. Kansas has since reached several settlements with pharmaceutical companies that will provide the state more than \$340 million through 2038 to fight addiction. To manage these funds, the Kansas Legislature passed the Kansas Fights Addiction Act, which directs 75 percent of the money to a state fund for addiction treatment and prevention and shares the remaining 25 percent with cities and counties, including Sedgwick County and Wichita. In 2023, County and City engaged Steadman Group, LLC to help develop a plan for using these funds effectively, working with local experts such as healthcare providers, first responders, and educators to identify ways to prevent, reduce, treat, or mitigate substance use and support recovery. To keep the process transparent and community-focused, County and City formed the Wichita-Sedgwick County Addiction Intervention Coalition, an advisory board that recommends how to spend the settlement funds based on the adopted plan. To learn more, read the [WSAIC Needs Assessment and Strategic Plan](#).

There are four (4) separate RFPs being released under the OUD Program. Proposers should carefully review each RFP to ensure they are responding to the appropriate program priority area. Organizations interested in applying under multiple priority areas must submit a separate application for each RFP.

Program Priority Area	Focus	Estimated Funding Available	Anticipated Award Amount	Anticipated # of Awards
Stigma Reduction, Community Outreach, and Education (Strategy 1) RFP 26-0080	Increase awareness and reduce stigma through community outreach and education. Programs should be multifaceted, culturally sensitive, inclusive, and evidence-based.	\$250,000	Up to \$50,000	5
Integrated Care (Strategy 2) RFP 26-0081	Establish sustainable integrated care that fosters collaboration across the healthcare continuum to address individuals' complex needs.	\$580,000	Up to \$200,000	2–3
Overdose Prevention Initiatives (Strategy 3) RFP 26-0082	Invest in culturally responsive prevention and harm reduction services to reduce substance use risk and overdose incidence and build community and youth resilience.	\$270,000	Up to \$75,000	3–4
Expansion of Treatment Capacity (Strategy 4) RFP 26-0083	Establish financially sustainable, comprehensive treatment services so all levels of care are accessible and equitable in the community.	\$900,000	Up to \$450,000	2

Visit the Wichita-Sedgwick County Addiction Intervention Coalition [website](#) to learn more.

III. Submittals

Carefully review this Request for Proposal (“RFP”). It provides specific technical information necessary to aid participating firms in formulating a thorough response. For all submittals, 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.

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, September 15, 2026**. 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.

Proposal responses will be acknowledged and read into record at Bid Opening, **which will occur at 3:00 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 3:00 pm**.

IV. Scope of Work: Overdose Prevention Initiatives

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

Program Priority Area: Overdose Prevention Initiatives

This priority area supports one strategy with four distinct goals. Applicants may propose a program that addresses one or more of the goals below; a proposal is not required to address all four. Applicants should clearly identify which goal(s) their proposed program addresses and design their narrative, activities, and outcomes accordingly.

Note: The example activities listed under each goal are illustrative and not exhaustive. Applicants may propose other evidence-based approaches that meet the intent of the goal.

Invest in culturally responsive prevention and harm reduction services to diminish substance use risk and overdose incidence, and increase community and youth resilience.

Goal 1: Improve Youth Resilience Programs

Expand prevention programs for youth at higher risk for substance use, providing culturally responsive education and resilience-building workshops that build knowledge of substance use risk and protective factors.

Examples of eligible activities:

- Deliver evidence-based youth substance use prevention curricula in school or community settings
- Provide resilience-building workshops or mentorship programs for higher-risk youth
- Deliver family-based prevention programming
- Tailor culturally responsive prevention education to specific youth populations
- Identify higher-risk youth to establish baseline data and inform goal-setting
- Collaborate with area schools or districts to implement or refer students to youth resilience-building programs
- Enhance existing youth resilience programs already operating in the community

Goal 2: Reduce the Number of Overdose Incidents

Initiate a naloxone distribution program where participating first responders are equipped with overdose prevention kits for leave-behind use to prevent future overdose incidents.

Examples of eligible activities:

- Procure and distribute naloxone kits for first responder leave-behind programs
- Train first responders on naloxone administration and leave-behind protocols
- Deliver community-based naloxone distribution and overdose education programs

Goal 3: Expand Screening, Brief Intervention, and Referral to Treatment (SBIRT)

Increase the use of SBIRT in medical and community settings to identify substance use risk early and connect individuals to appropriate care.

Examples of eligible activities:

- Provide SBIRT training and certification for medical or community-based staff
- Support integration of SBIRT workflows into existing clinical or community settings
- Establish care coordination or warm hand-off infrastructure to connect SBIRT-screened individuals to treatment

Goal 4: Strengthen Re-entry Supports

Support re-entry and recovery/treatment maintenance programming through the use of Community Health Workers, peer navigators, or other similar roles.

Examples of eligible activities:

- Support individuals re-entering the community
- Coordinate care connecting individuals to treatment, recovery, housing, and employment supports post-release
- Provide recovery or treatment maintenance check-ins and relapse prevention support

V. 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 people 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.

VI. 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, August 13, 2026. 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, August 21, 2026. Proposers are responsible for checking the website and acknowledging any addenda on their proposal response form.

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.

A pre-bid information webinar will be held on August 3, 2026 from 1:30- 3:00 pm CST. To participate, join the Microsoft Teams Meeting:

Microsoft Teams meeting Join:

<https://teams.microsoft.com/meet/215575213596965?p=fbnWuyGmRRFqMS1As8>

Meeting ID: 215 575 213 596 965; Passcode: Xv9MH7VA

OR Dial in by phone: 469-206-8517; Conference ID: 245 627 846#

B. Minimum Firm Qualifications

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 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 a single co-authored agreement or separate but congruent agreements and both City and County properly executed such agreement(s) with the Proposer.

County and City, through their Purchasing Director/Manager respectively, reserve 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 reserve the right to select, and subsequently recommend for award, the proposed service which best meets their required needs, quality levels, budget constraints, and on the basis of greatest benefit to County and City are not obligated to select the lowest cost option.

C. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice.

Distribution of Request for Proposal to interested parties	July 30, 2026
Pre-Bid Webinar at 1:30 pm CST	August 3, 2026
Questions and clarifications submitted via email by 5:00 pm CST	August 13, 2026
RFP Addendum Posted by 5:00 pm CST	August 21, 2026
Proposal due before 1:45 pm CST	September 15, 2026
Evaluation Period	September 16 - October 9
Board of Bids and Contracts Recommendation (Both City & County)	October 2026
City Council Award Presentation Board of County Commission Award	November 2026

D. 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 until December 31, 2027 with one (1) year option to renew under the same terms and conditions executed in writing. The option to exercise all such potential renewals shall be at the sole discretion of County and City.

Payment and Invoice Provisions

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

E. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, firm'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. Firm 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 the firm 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	\$3,000,000.00
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.

F. Indemnification

To the fullest extent of the law, Contractor, 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.

G. Confidential Matters and Data Ownership

The successful Proposer agrees all data, records, plans, and information, which is subject of this proposal and to which, the Proposer, its agents and employees, obtain access, remains at all times exclusively the property of Sedgwick County and City of Wichita. The successful Proposer agrees that all such data, records, plans and information constitute 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, plans, 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.

H. Proposal Conditions

https://www.sedgwickcounty.org/media/71700/proposal-tc_aod.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.

https://www.sedgwickcounty.org/media/71701/protest-procedure-rev-4225_aod.pdf

VII. Response Form

This RFP requires each applicant to complete and submit the Response Form for this program priority area. The Response Form collects the information reviewers use to score your proposal, so please answer every question that applies to your project.

The fillable Response Form is posted with this RFP as a separate PDF file. Download it here:

<https://sedgwickcounty.org/media/73823/26-0082-response-form-overdose-prevention-initiatives.pdf>.

Complete the form on a computer, save it, and submit it as described below.

The Budget Workbook is also posted with this solicitation as a separate file. You must complete it and submit it with your Response Form. Download it here: <https://sedgwickcounty.org/media/73822/26-0082-budget-workbook-overdose-prevention-initiatives.xlsx>.

How to Complete and Submit This Form

1. Open it the right way. Save the form to your computer first. Then open it in a free PDF reader such as Adobe Acrobat Reader, or in a web browser like Microsoft Edge or Google Chrome. Do not fill it out in a small preview window, because your entries may not save.

2. Fill in the fields. Click any box to type. Click a checkbox to select it, and click again to clear it. Use your mouse or the Tab key to move from one field to the next.

3. Watch the word counts, but do not worry about them. Notes like “about 500 words” are guides, not hard limits. Each answer box is sized to hold its suggested length. If you type more than fits, the text shrinks so nothing is cut off, including on a printout. Staying close to the suggested length keeps your answer easy to read.

4. Save as you go. Save your work often, and save a final copy before you submit. Name the file with your organization and the strategy, for example, OrgName_ExpandingTreatment.pdf.

5. Sign the form. Type your name, title, and date in the signature section. [If a handwritten signature is required, print the signature page, sign it, and include it with your submission.]

6. Attach the required documents. The Sign and Attach section lists what to include: your IRS determination letter or government-entity documentation, a W-9, your most recent audit or financial statement, the detailed line-item budget (Budget Form), a signed Privilege Log, and any letters of commitment or MOUs you have.

7. Apply once per strategy. If you are applying for more than one funding strategy, complete and submit a separate Response Form for each one.

8. Submit by the deadline. Submit your completed response form and all required attachments before 1:45 p.m. CST on September 15, 2026. Late or incomplete submissions will not be considered.

9. Ask questions early. Direct all questions to Joseph Thomas at joseph.thomas@sedgwick.gov. Do not contact other County or City staff, Coalition members, or elected officials about this RFP.

VIII. Reporting Requirements

Contractor will report on performance outcomes quarterly. Once awarded, guidance on report templates, deadlines, and submission procedures will be provided to awardees.

Each Contractor is responsible for building a tracking and reporting system that produces accurate, complete data. A Contractor's ability to track and report grant data with minimal ongoing support is vital to this program and will factor into funding decisions.

All award recipients must be willing to participate in additional outcome studies or data collection specific to the populations served by these funds, as directed by Rulo Strategies on behalf of Sedgwick County and the City of Wichita, Kansas.

Appendix A: Privilege Log – Required Attachment

REQUEST FOR PROPOSAL RFP #26-0082

Consistent with the guidance provided in Section 1 of this Request for Bid/Proposal, the City of Wichita and Sedgwick County, and the Wichita-Sedgwick County Addiction Intervention Coalition (“Coalition”) by extension, are 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. In addition, the Coalition will be involved in the Bid/Proposal scoring process. The Coalition is a joint committee established by the City of Wichita, Kansas and Sedgwick County, Kansas. As such, the Coalition is subject to the Kansas Open Meetings Act (K.S.A. 75-4317 *et. seq.*) and will have their discussions and scoring disclosed in open meetings.

If you are claiming some of the submitted documentation should not be disclosed, or publicly referenced in the Coalition open meetings, indicate the associated information and the basis for such claims of privilege (such as trade secrets) 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 or public disclosure of these records or the information contained therein, regardless of other language or claims within your Response. The City of Wichita and Sedgwick County believe that much of the information submitted as part of the Bid/Proposal, specifically including the prices, will not meet the standards of privilege (generally trade secrets). The City of Wichita and Sedgwick County retain the ultimate decision-making authority regarding the propriety of disclosure and non-disclosure of information pursuant to KORA and KOMA during the Bid/Proposal process.

PRIVILEGE LOG

Page and/or Section of Information Not Subject to Disclosure:

Description of Information that You Claim are Privileged or Confidential. Do not include specific details, but rather categories or general descriptions of the information in question.

Basis for the Claim of Privilege. Please include the Applicable Federal or State Law Cite and Rationale.

Appendix B: Request for Qualifications Conditions

Proposers are required to read through this appendix to understand what is required if they enter into a contract with the City and County. This form will not be required until an award is made.

Request For Qualifications Conditions

1. Certification 1- No Unilateral Contact:

The Contractor 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 Contractor 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 Contractor) to **solicit** or secure this Agreement.
- B. The Contractor 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 Contractor 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, City Council Members, County Employees, or Members of Sedgwick County Board of County Commissioners ("BOCC"):

- 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, or an officer or employee or BOCC member of Sedgwick County, or 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 Contractor certifies that no member, officer, employee, agent, or City Council member of the City of Wichita , or an officer, agent, or employee or BOCC member of Sedgwick County 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 Contractor 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 Contractor 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 ____/____/____

Appendix C: Sample Agreement for Provision of Goods/Services

Proposers are required to read through this appendix to understand what is required if they enter into a contract with the City and County. This form will not be required until an award is made.

AGREEMENT FOR PROVISION OF GOODS/SERVICES

by and between:

**SEDGWICK COUNTY, KANSAS and CITY OF WICHITA, KANSAS
and
NAME**

This Agreement made and entered into this _____ day of _____, 2026, by and between Sedgwick County, Kansas (“County”), City of Wichita, Kansas (“City”) and NAME (“Contractor”) (individually “Party”, collectively “Parties”).

WITNESSETH:

WHEREAS, County and City sought competitive proposals for the provision of GOODS/SERVICES related to the opioid abatement initiative conducted by County and City in consultation with a joint advisory board; and

WHEREAS, Contractor submitted a proposal to supply County and City with such GOODS/SERVICES; and

WHEREAS, County and City desire to engage Contractor to provide said GOODS/SERVICES; and

WHEREAS, County, City and Contractor desire to state the terms and conditions under which Contractor will provide said GOODS/SERVICES.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Purpose and Scope of Work. Contractor shall provide to County and City all GOODS/SERVICES specified in the following:

A. County and City request for proposal as detailed in County’s Request for PROPOSAL/BID #XX_XXXX (“RFP/RFB #XX-XXXX”) and all addenda attached hereto and incorporated herein as Appendix C; and

B. Contractor’s Response to RFP/RFB #XX-XXXX, attached hereto and incorporated herein as Appendix D. Contractor shall complete all such services to County’s and City’s complete satisfaction.

2. Term. The term of this Agreement shall begin on the date first written above and shall continue for PLACEHOLDER. No renewal shall be considered to have been made without written approval of both County and City.

3. Incorporation of Documents. Appendix A (Sedgwick County and City of Wichita Mandatory Contractual Provisions Attachment), Appendix B (Sedgwick County and City of Wichita Mandatory Independent Contractor Addendum), Appendix C ([Keywords] RFP #XX-XXXX *and all addenda*), and Appendix D (*Contractor's response to RFP #XX-XXXX [Keywords]*) are attached hereto and are made a part hereof as if fully set forth herein.

[balance of this page intentionally left blank]

General Terms and Conditions

4. Contractual Relationship. It is agreed that the legal relationship between Contractor and County and City is of a contractual nature. All Parties assert and believe that Contractor is acting as an independent contractor as described in Appendix B (Sedgwick County and City of Wichita Mandatory Independent Contractor Attachment), which is attached hereto and made a part hereof as if fully set forth herein.

5. Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion, or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

6. Compensation. City, County, and Contractor understand and agree that City and County shall be responsible for paying equal amounts of Compensation to Contractor for services rendered under this Agreement. Accordingly:

A. Compensation by County. County agrees to pay and Contractor agrees to accept as compensation for goods and services provided pursuant to this Agreement half the fees set forth in Contractor's Response to RFP #XX-XXXX [Keywords], attached hereto and incorporated herein by reference. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment, and/or services, and shall be the sole compensation rendered to Contractor hereunder. County's obligation to compensate Contractor shall be limited to half of the amount specified in Contractor's Response to RFP/RFB #XX-XXXX.

i. The following Project Timeline outlines Contractor activities and deliverables performed for services outlined in the following sub-section regarding year-to-year payment:

<PLACEHOLDER>

B. Compensation by City. City agrees to pay and Contractor agrees to accept as compensation for goods and services provided pursuant to this Agreement the half the fees set forth in Contractor's Response to RFP #XX-XXXX [Keywords], attached hereto and incorporated herein by reference. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment, and/or services, and shall be the sole compensation rendered to Contractor hereunder. City's obligation to compensate Contractor shall be limited to half of the amount specified in Contractor's Response to RFP/RFB #XX-XXXX.

i. The following Project Timeline outlines Contractor activities and deliverables performed for services outlined in the following sub-section regarding year-to-year payment:

<PLACEHOLDER>

[remainder of this page intentionally left blank]

C. The following table outlines the responsibilities of Compensation between the County and City for services rendered by the Contractor pursuant to this Agreement. The costs of each task are outlined, but no supplies or equipment will be charged for services rendered in fulfillment of this Agreement:

<PLACEHOLDER>

7. Invoicing and Billing. Contractor shall submit all invoices as follows:

To County: Submit all County's invoices to Sedgwick County Finance, Accounts Payable. Invoices may be submitted electronically (AP_Invoices@sedgwick.gov), via fax (316.941.5127), or by mail to the following address: Sedgwick County Finance, Attention: Accounts Payable, 100 N. Broadway, Ste. 610, Wichita, Kansas 67202.

Invoices must include the following information:

- a. Invoice number
- b. Invoice date
- c. Supplier's name and address
- d. Customer's name and address
- e. Respective Sedgwick County contact name and department (for non-purchase order purchases)
- f. Details of the goods and/or services provided
 1. Include location address (if applicable)
- g. Goods quantity (if applicable)
- h. Prices of goods and/or services
- i. Total amount due
- j. Additional charges (*e.g.*, freight) (must be listed as a separate invoice item)
- k. Breakdown of cost allocation between City and County for services rendered.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County.

To City: Submit all City's invoices to Donte Martin, Assistant City Manager. Invoices may be submitted electronically (dmartin@wichita.gov), or by mail to the following address: City of Wichita City Manager's Office, Attention: Donte Martin, 455 N. Main, 13th Floor, Wichita, Kansas 67202.

Invoices must include the following information:

- a. Invoice number
- b. Invoice date
- c. Supplier's name and address
- d. Customer's name and address
- e. Respective City of Wichita contact name and department (for non-purchase order purchases)
- f. Details of the goods and/or services provided
 1. Include location address (if applicable)
- g. Goods quantity (if applicable)
- h. Prices of goods and/or services
- i. Total amount due
- j. Additional charges (*e.g.*, freight) (must be listed as a separate invoice item)
- k. Breakdown of cost allocation between City and County for services rendered.

8. Warranties and Representation. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County and City reserving the right to cancel, reject, or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County and City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County and City reserve the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County and City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

9. Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Purchasing Office
Attn: Contract Notification
100 North Broadway, Suite 610
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 North Broadway, Suite 650
Wichita, Kansas 67202

City : <PLACEHOLDER>

Contractor: NAME
Attn: CONTACT PERSON
ADDRESS 1
ADDRESS 2

10. Termination.

A. Termination for Cause. If, for any cause, Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, City and County shall each independently thereupon have the right to terminate their obligations under this Agreement, or may together terminate the Agreement entirely, by giving written notice to Contractor of such termination, effective fourteen (14) days following receipt of same, provided Contractor shall be provided a reasonable time within which to remedy such deficiencies in a manner meaningful to County's and City's application for the competitive award sought. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination. In the event only one of the County or City terminates their obligations under the Agreement with the Contractor, the Agreement may continue with the non-terminating parties, with the County or City still only responsible for their independent obligations described in this Agreement.

B. **Termination for Convenience.** County and City shall each independently have the right to terminate this Agreement or may together terminate this Agreement upon thirty (30) days' written notice. Upon receipt of a termination notice from both the County and City, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's and City's individual maximum liability shall be limited to payment of respective shares of compensation for satisfactory work completed by Contractor prior to the effective date of such termination. In the event only one of the County or City terminates their obligations under the Agreement with the Contractor, the Agreement may continue with the non-terminating parties, with the County or City still only responsible for their independent obligations described in this Agreement.

C. **Reduction in Funds.** It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, County and City hereto reserve the right to terminate their obligations under this Agreement upon thirty (30) days' written notice. In such event, County's and City's individual maximum liability shall be limited to payment of respective shares of compensation for satisfactory work completed by Contractor prior to the effective date of such termination.

11. Hold Harmless. Contractor shall indemnify City and County, and their respective elected and appointed officials, officers, managers, members, employees, and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton, or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

12. Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's 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 Unit	\$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	\$3,000,000.00
Pollution Liability Insurance:	
☐ Required / ☒ Not Required	
Each claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County and City listed as an additional insured, except for professional liability, workers' compensation, and employer's liability. Certificate shall be provided with bid/proposal submittals. 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 both County and City receive written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County and City.

County and City reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such modifications shall be done through joint approval of County and City.

13. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by all Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any agreement not contained herein shall not be binding on Parties hereto, nor shall it be of any force or effect.

14. Assignment and Subcontracting. Notwithstanding any other provision of this Agreement, 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 subcontracted to any persons without the express written permission of City and County. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits, and amendments, if any. In addition, consistent with state law, Contractor shall not give preferential treatment to nor discriminate against subcontractors on the basis of environmental, social, or governance ("ESG") criteria.

15. Third Party Rights. It is specifically agreed between 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.

16. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by any Party without the prior written consent of the other two. Any attempted amendment without such consent shall be null and void.

17. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

18. Waiver. The failure of 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 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.

19. Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, pandemics, quarantine, strikes other than by Contractor's employees, and freight embargoes.

20. Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County and City of Wichita's Mandatory Contractual Provisions Attachment (Appendix A)
- b. Sedgwick County and City of Wichita's Mandatory Independent Contractor Provisions Addendum (Appendix B)
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document
- e. County [Keywords] RFP #XX-XXXX and any addendums (Appendix C)
- f. Contractor's written response to County RFP #XX-XXXX [Keywords] (Appendix D)

21. Environmental Protection. Contractor shall abide by all federal, state, and local laws, rules, and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules, or regulations may result in termination of this Agreement for cause.

22. Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state, and local laws, rules, and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules, or regulations may result in termination of this Agreement for cause.

23. Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available to County and City, at reasonable times, all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds the above-mentioned retention period.

24. Ownership of Data. All data, forms, procedures, software, manuals, system descriptions, and work flows developed or accumulated by Contractor in relation to this Agreement shall be jointly owned by County and City and shall be handed over and/or returned to County and City upon the expiration or termination of this Agreement. Contractors shall not release any such materials without written approval of both the County and City.

25. Intellectual Property Rights. As applicable, all original software, software code, and/or intellectual property developed or created by County or City in relation to this Agreement shall remain the sole property of the original creator (County or City accordingly). Contractor shall surrender all such original written materials, including, but not limited to, any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property created by County or City to respective intellectual property holder upon the expiration or termination of this Agreement.

26. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

27. Counterparts; Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on all Parties hereto as if they were originals.

[balance of this page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF WICHITA, KANSAS

Joseph Thomas
Purchasing Director

Lily Wu
Mayor

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

NAME
Assistant County Counselor

Jennifer Magana
City Attorney and Director of Law

ATTESTED TO:

ATTESTED TO:

Kelly B. Arnold
County Clerk

Shinita Rice
City Clerk

NAME

Name
Title

APPENDIX A
SEDGWICK COUNTY AND CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in 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 in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Parties agree that 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:**
 - a. If, in the judgment of the County's Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor and City 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 County under the Agreement. County will pay to Contractor all regular contractual payments incurred by County through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment provided by Contractor to County shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County, City, or the Contractor.
 - b. 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 and County 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 by City 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 provided by Contractor to City shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City, County, or the Contractor.
 - c. In the event of termination of the agreement by County or City pursuant to this Section of Appendix A, the other Party's obligation to Contractor shall be limited to such Party's respective share for services already rendered by Contractor.
4. **Disclaimer of Liability:** Neither County nor City shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City and County specifically reserve, in their individual capacity, and do 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 any Party be obligated to indemnify the others 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:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find that County or City, jointly or in their individual capacities, have agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find that County or City, jointly or in their individual capacities, have consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment 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. County and City are both 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, County and City shall provide to the Contractor a certificate of tax exemption.

Neither County nor City make any representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** Neither County nor City shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require County or 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 County or City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County and City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County or City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County or City respectively.
 11. **Confidentiality.** City, County, and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County or City to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by any of the Parties 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 County and City promptly at the request of County or City respectively 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 County or City, shall destroy or render such data or material unreadable.
 12. **Cash Basis and Budget Laws:** The right of County and the right of City to enter into this Agreement are 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 both County and City shall at all times stay in conformity with such laws, and as a condition of this Agreement, both County and City reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of their respective 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.*), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County and City, without penalty thereto; and (f) 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 County and City, without penalty thereto.
- Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County and City cumulatively total \$5,000 or less during the County's and City's fiscal year.
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 Sedgwick County and City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by County or City in relation to this Agreement prohibits County or 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 both County and City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County and City shall have the right, in their 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 both County and City within the same five (5) business days, with both County and City reserving the same right to terminate for breach as set forth herein.
 15. **HIPAA Compliance:** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
 16. **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.
 17. **Tax Set-Off:** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
 18. **Inapplicability to Municipal Contractors:** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.

19. **Safety Recall Notices:** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County and City under the Agreement to which this Appendix is attached. In addition, Contractor shall remedy the recalled defect(s), at no cost to County nor City, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County and City in an amount not less than the original cost of the products, goods, or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.
20. **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.
21. **Generative AI:** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or City or County's or City's data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County and City may, in their sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential City or County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County or City accordingly.

22. **Breach of System:**

a. To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, County and Contractor shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

b. To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses City records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of City information, immediately notify the City of such breach or compromise. Such notice shall include the City data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide City with any other available information that City reasonably requests or could be used to protect City's own system and data. Within five (5) days of the incident, Contractor shall provide City, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to City IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to City IT, City and Contractor shall negotiate, in good faith, for Contractor to provide security protection for the City and/or individuals potentially impacted by the breach.

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APPENDIX B
SEDGWICK COUNTY AND CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement 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 County. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. Parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County nor City: (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 County and City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's and City's workers' compensation insurance and/or health insurance and further agrees to indemnify County and City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. Parties hereby acknowledge and agree that neither County nor City will: (a) require Contractor to work exclusively for County and/or City; (b) establish a quality standard for Contractor, except that County and City may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County and City will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County. 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 County and 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 and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed 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. Neither County nor City will provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County. Contractor will not receive benefits of any type from City.
10. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County nor City.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County nor City covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations nor City's business operations and each Party shall maintain their operations as separate and distinct.