

REQUEST FOR PROPOSAL NO. – 260244

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **10:00 O'CLOCK A. M., FRIDAY, OCTOBER 30, 2026.** **One (1) electronic copy of the proposal is required. Proposals are to be submitted electronically through the City's Procurement Portal (wichita.gov/procurementportal) using secure login/password for:**

Municipal Court

Family Justice Center

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

CITY OF
WICHITA

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at wichita.gov/procurementportal.

Sealed proposals shall be received (electronically as stated) in the office of the City Purchasing Manager prior to 10:00 o'clock a.m., Friday, October 30, 2026.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316) 268-4636.

Dated at Wichita, Kansas, on the 28th day of September, 2026.

Josh L. Lauber, MBA, CPSM



Purchasing Manager
CITY OF WICHITA
FINANCE DEPARTMENT/PURCHASING DIVISION
455 N. MAIN ST, 12TH FLOOR, WICHITA, KS 67202
PHONE: (316) 268-4636
PURCHASING@WICHITA.GOV
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REQUEST FOR PROPOSAL #260244

Family Justice Center
City of Wichita – Municipal Court

September 2026

PROJECT DEFINITION

The City of Wichita is seeking proposals from firm(s) for goods and/or services for the DEPARTMENT.

City of Wichita is seeking proposals from qualified consultants, organizations, or firms to conduct a comprehensive study on the feasibility and strategic development of a Family Justice Center (FJC) to support victims of domestic violence, sexual assault, and their families. This study will assess community readiness, identify key stakeholders, and provide actionable recommendations for the establishment and sustainability of the center.

The selection of the consulting firm by the City's Staff Screening and Selection Committee will be based on several factors, including: (1) ability to meet proposal terms and conditions, (2) project understanding/presentation, (3) technical qualifications/resources, (4) references/past performance, (5) cost and (6) S/EBE participation.

Any questions regarding this document must be submitted via the procurement portal's "Ask a Question" functionality or by email to Chris Haislett, chaislett@wichita.gov no later than 5:00 p.m. October 12, 2026. Questions must be submitted via email or procurement portal, and they will be answered through an addendum made available to all interested parties.

Tentative Schedule	
RFP Released	September 28, 2026
Questions Due Via Email	October 12, 2026 5:00 p.m.
Questions Answered Via Addendum	October 15, 2026
Proposals Due	October 30, 2026 10:00 a.m.
Evaluation	November 2026
Project Awarded (tentative)	January 2027

Our Mission as an exceptionally well-run city, we will: Keep Wichita safe; Grow our economy; build dependable infrastructure; Provide conditions for living well.

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1. **OVERVIEW AND SUMMARY**

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.

City of Wichita is seeking proposals from qualified consultants, organizations, or firms to conduct a comprehensive study on the feasibility and strategic development of a Family Justice Center (FJC) to support victims of domestic violence, sexual assault, and their families. This study will assess community readiness, identify key stakeholders, and provide actionable recommendations for the establishment and sustainability of the center.

2. **PROJECT OBJECTIVES**

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of firms seeking to provide services specified herein for the City of Wichita, in conformity with the requirements of this Request for Proposal. The proposal should demonstrate the qualifications of the firm and the staff to undertake this project. It should also specify the proposed approach that best meets the Request for Proposal requirements. The proposer must address each of the service specifications under the Scope of Services.

3. **SCOPE OF SERVICES**

The selected consultant will be expected to complete the following tasks:

1. **Community Readiness Assessment**

- i. Conduct stakeholder interviews and focus groups with community partners, law enforcement, legal service providers, and survivor advocacy groups.
- ii. Analyze existing service delivery systems and identify gaps.

2. **Study Tour & Site Visits**

- i. Facilitate a study tour with key stakeholders to assess best practices in existing Family Justice Centers.
- ii. Provide a comparative analysis of FJCs in similar communities.

3. **Strategic Planning & Recommendations**

- i. Develop a report outlining best practices, service integration models, and funding strategies.
- ii. Facilitate a strategic planning session with key stakeholders.
- iii. Provide a roadmap for implementation, including governance structure, funding options, and community collaboration strategies.

4. **Final Report & Presentation**

- i. Deliver a comprehensive written report with findings, recommendations, and an implementation framework.
- ii. Present key findings to stakeholders and decision-makers.

Proposals should include schedules and durations, which will be considered when proposals are evaluated. The services are to be delivered within one year of award.

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4. **PROPOSAL TERMS**

A. Questions and Contact Information:

Any questions regarding this document must be submitted via the procurement portal's "Ask a Question" functionality or by email to Chris Haislett, chaislett@wichita.gov in accordance with the dates and times stipulated for questions. Any questions of a substantive nature will be addressed in written form as a posted addendum on the City's Procurement Portal (wichita.gov/procurementportal) within the "Open Public Opportunities" tab under the associated solicitation number's "Supporting Documentation." Respondents are responsible for checking the City's Procurement Portal and acknowledging any addenda electronically as a part of the Procurement Portal submission's electronic acknowledgment for all stipulated response forms and addendum acknowledgments.

To ensure interested parties receive notification of any published addendum by the City, respondents need to verify the selection of "Semi-hourly" on their Procurement Portal - *Notification Center* settings:

- Accept *Invites from Agencies* (to receive invitations for new solicitation opportunities)
- Accept *Messages* (to receive notifications for any published addendum)

Failure to select "Semi-hourly" notification settings will impact your Procurement Portal profile's ability to receive notifications and messages by the City of Wichita Purchasing Division.

To view your Procurement Portal's Notification Center settings, log into your account and select Settings, Global Vendor Record, Manage my Organization, and Notifications to view this settings screen. If further assistance is needed, please contact the Purchasing Office directly at purchasing@wichita.gov or by phone at 316-268-4636.

B. Proposal Submission:

Proposals will be received (electronically as stated) in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202, prior to 10:00 O'CLOCK A.M., Friday, October 30, 2026. Proposals are to be submitted electronically through the City's Procurement Portal (wichita.gov/procurementportal) using a secure login/password.

If a Bonfire registration for system access has not been completed, please visit wichita.gov/purchasing for assistance. On the Purchasing website page, a video tutorial (Bonfire Registration Video) walkthrough and registration resources are available to help in the completion of the registration process. If further assistance is needed, please contact the Purchasing Office directly at purchasing@wichita.gov or by phone at 316-268-4636.

All cost incurred in the preparation and presentation of a proposal shall be wholly absorbed by the respondent.

All proposals, including supporting documentation/manuals, shall become the property of the City.

C. Evaluation Criteria:

A Screening and Selection Committee composed of City staff from various departments, and in requested instances, community members will evaluate received proposals. At the discretion of the Selection Committee, respondents may be asked to make an oral presentation to clarify information in their submittal. The Selection Committee will make recommendations regarding the selection to the City Council and request authorization to enter into a contract with the approved firm.

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The Staff Screening and Selection Committee will evaluate proposals submitted. Proposal responses will be evaluated on the following but not limited criteria*:

Ability to Meet Proposal Terms and Conditions (10%)

- Proposal contains all required elements
- No conflict of interest with the City, current City Council members or staff
- Verifiable record of professionalism and quality

Project Understanding/Presentation (30%)

- Understanding of project objectives
- Qualifications/knowledge/experience with similar projects
- Approach to project
- Knowledge of local situation
- Proposed work schedule
- Preparation/presentation/format of proposal
- Small business participation commitment and proposed subcontractor utilization

Technical Qualifications/Resources (30%)

- Financial strength of the firm
- Management capabilities
- Experience of assigned personnel
- Staff/time availability to handle project within desired period

References/Past Performance (10%)

Cost (10%)

Small & Emerging Business Enterprise Program participation (10%)*

Effective December 30, 2025, the City implemented the revised small business program titled, "Small & Emerging Business Enterprise Program" (S/EBE). Proposers interested in claiming program participation may see their requirements outlined in **Section 4. Proposal Terms; F. Mandatory Elements to claim the 10 points afforded towards S/EBE participation. Additional information may be found online at wichita.gov/purchasing.*

The Staff Screening and Selection Committee at their discretion may or may not conduct interviews. If interviews are conducted, the Committee may interview part or all of the respondents. The City reserves the right to make an award based on the greatest benefit to the City and not necessarily on the lowest fee proposal.

Following selection by the Staff Screening and Selection Committee, the highest ranked firm(s) will be recommended. The City Council reviews and approves or disapproves the selection and authorizes the necessary signatures.

The City reserves the right to accept or reject any or all proposals and reserves the right to modify the scope of services during negotiation of the contract. Submission of a proposal indicates acceptance of the conditions contained in the Request for Proposal (RFP) and an agreement to negotiate a contract for

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services. The City reserves the right to make an award on the basis of greatest benefit to the City and is not obligated to select the lowest cost option.

The City, through its Purchasing Manager, 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.

D. Tentative Schedule:

The tentative schedule will apply to this Request for Proposal (RFP) and may change according to with the City's needs or unforeseen circumstances. All dates and times will be in Central Standard Time (CST; CDT) and can be confirmed through the Purchasing Office located at 455 N. Main 12th Floor Wichita, KS 67202, calling (316) 268-4636, or by contacting the buyer listed on the solicitation document. Questions of a substantive nature will be reviewed and answered in written form as an addendum and posted to the City's Procurement Portal at wichita.gov/procurementportal.

Vendors are encouraged to complete vendor registration by visiting the City of Wichita's Procurement Portal found at wichita.gov/procurementportal, then follow the link to the Bonfire vendor registration page to register your company. Please check our website, wichita.gov/purchasing for upcoming registration opportunities, training dates & locations, and information as it is updated in the near future.

The review and evaluation of the submitted proposals historically takes an estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council.

Event	Date
Solicitation Advertised	September 28, 2026
Last Day for Written Question	October 12 @ 5:00 p.m.
Addendum Posting	October 15, 2026
Proposal Due	October 30, 2026 @ 10:00 a.m.
Evaluation/Optional Oral Presentations	November 2025
City Council Approval (tentative)	January 2027

E. Minimum Respondent Qualifications:

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

1. Understanding of industry standards and best practices.
2. Have experience in providing goods and/or services of comparable size and complexity to that being requested.
3. 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 city shall be followed with respect to the contract.
4. Registration with the Kansas Secretary of State's Office before contract execution.
5. Having Municipal government experience is preferable; however, the City 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.

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8. Have appropriate material, equipment and labor to perform specified services.
9. Ensure parking occurs only in designated areas and parking permits are displayed (if provided).
10. Wear company uniform or ID badge for identification purposes.
11. Meet local, state, and federal guidelines as applicable.

F. Mandatory Elements:

All proposals must adhere to the following guidelines:

1. All proposals must be submitted on 8 ½" X 11" page sizing (no legal size or odd size pages are permitted) and fully address the Scope of Services.
2. A profile of the firm including the official contact person, telephone number and mailing address. If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified.
3. The proposal must include the signature of an official of the firm that is authorized to contract for the firm.
4. The firm's experience, including length of time in business, and the experience of staff members and their role in this project.
5. A minimum of three (3) professional references with the nature of the services provided and contact information for each reference. Letters of Reference provided by a City of Wichita officer, employee, or agent, participating in preparing the solicitation or participating in source selection or from any City Council member will be prohibited and not considered to prevent improper influence, improper lobbying, or a conflict of interest.
 - a. Letters of Reference will be submitted as a part of response submission on company letterhead/signature block to identify a submitter and source of reference.
 - b. A letter of reference written by a City of Wichita employee participating in preparing the solicitation or participating in source selection will not be considered.
6. 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.
7. Proposal for services and methodology for delivery of services.
8. Reasoning that explains why the proposed approach will achieve the City's objectives.
9. Timeline for completing the project.
10. Proposals may not be withdrawn for a period of 120 days following the opening of this Request for Proposal. Prices MUST also be free of duties and federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
11. Description of any City responsibilities or assistance sought from City staff, including assistance required from the City to ensure expedient project completion and lessen project costs.
12. Completed Request for Proposal Conditions Certification (Submittal Letter) electronic acknowledgment in City Procurement Portal (Yes/No).
13. Completed Request for Proposal Addendum electronic acknowledgment in City Procurement Portal (Yes/No).
14. Small & Emerging Business Enterprise (S/EBE) participation demonstrated by a submitted S/EBE Certification by a federal or state-certified S/EBE; City certified EBE Certification; or having a provable, existing subcontractor relationship for the proposal submission in question demonstrated by the following:
 - a. S/EBE Utilization Form

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- b. S/EBE Participation Schedule
 - c. S/EBE Letter of Intent
 - d. All other S/EBE Participation attestation, short of actual, provable certification at the time of opening the proposals will warrant zero (0) points.
 - i. Provided S/EBE lists a respondent would utilize or provided “good faith efforts” will not qualify.
 - ii. Self-Attestation as an S/EBE at the time of proposal submission will not qualify.
15. Exceptions to any part of this document clearly delineated and detailed.
16. Responses that do not include all required forms/items may be deemed non-responsive.

G. City of Wichita Responsibilities:

1. Designate a Department contact person for any daily communication(s) required to ensure goods and/or services delivery.
2. Provide Contractor with appropriate facility access(es) for completion of awarded goods and/or services.
3. Provide Contractor with Contact Information for key City staff who will manage the contract.

H. Debriefing:

The City of Wichita encourages solicitation respondents to learn, grow, and improve their competitiveness for City procurement opportunities. In the event of an unsuccessful solicitation response, solicitation respondents may request a debriefing regarding the selection process from the project manager and the buyer/purchasing representative identified in the solicitation document. The City of Wichita Purchasing Office may be directly contacted at (316) 268-4636 for assistance regarding the debriefing process.

I. Challenges and Protests:

Challenges

A challenge is defined as a written objection by any party interested in responding to either a bid or proposal (collectively referred to as solicitations), when that party wishes to have the City consider an addition, substitution or modification to the specifications stated in the outstanding solicitation.

The written challenge of the solicitation specifications must be filed with the Purchasing Manager located on the 12th Floor, Finance Department at City Hall, 455 N Main, Wichita, KS 67202, telephone number (316) 268-4636, at least five (5) business days before the solicitation opening due date and time as listed on the solicitation documents. Any challenge to solicitation specifications received after the five (5) business days deadline will not be considered by the City. The Purchasing Manager will acknowledge receipt of the challenge. The written challenge is to include the name, address, email address and telephone number of the interested party, identification of the solicitation number and project title, a detailed statement of the reasons for the challenge, supporting evidence or documentation to substantiate any arguments, and the form of relief requested, e.g. the proposed addition, substitution or modification to the specifications. The Purchasing Manager will investigate the written challenge and any evidence or documentation submitted with the challenge.

In the event of a timely challenge of the solicitation specifications to the Purchasing Manager, the affected pending solicitation shall not proceed further until the challenge is resolved by Purchasing Manager decision. The Purchasing Manager will issue a written decision, which will be posted on the City's

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Procurement Portal, wichita.gov/procurementportal for viewing by all interested parties. The decision rendered by the Purchasing Manager will be final.

Protests

A protest is defined as a written objection to a proposed award, or the award of a contract, with the intention of receiving a remedial result. In order to be considered valid, a protest must 1) come from an actual bidder or proposer for the contract, 2) who claims to be the rightful award recipient, 3) whose economic interest may be affected substantially and directly by the award of a contract or by the failure to award a contract. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. A valid protest can only be filed by a bidder or proposer which can show that it would be awarded the contract if the protest were successful. Therefore, all conditions numbered 1 through 3 listed above in this paragraph must be met.

The written protest for bids must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS 67202 prior to 9:00 a.m. of the Tuesday immediately following the posting of the notice of intent to award on the City's Purchasing Bid Results site wichita.gov/purchasing. Failure of a protestor to file a written protest related to the award of a contract prior to the 9:00 a.m., Tuesday deadline will invalidate that protest and cause it not to be considered.

The written protest for proposals must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS 67202 prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of award. Failure of a protestor to file a written protest related to the award of a contract prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

The Contract Compliance Officer will acknowledge receipt of the written protest. The written protest is to include the name, address, email address and telephone number of the protestor, identification of the solicitation number or contract number and project title, a detailed statement of the reasons for the protest which justify the relief sought, supporting evidence or documentation to substantiate any arguments, and a concise statement of the form of relief requested (e.g. reconsideration of the offer). All the above required information must be included in the protest at its submission. Untimely protests will be returned unopened. Incomplete protests will be rejected without consideration.

In the event of a valid, timely protest, the City shall not proceed with the execution of the contract until all City administrative remedies have been exhausted or waived, or until a determination is made that a contract award is required to protect the interests of the City.

The decision of the Contract Compliance Officer, based on review of the written protest and information available from City sources, will be rendered within ten (10) business days after receipt of protest, will recite the reasons for the decision, and be provided to the protestor by email or written notification.

The protestor may seek reconsideration of the decision of the Contract Compliance Officer's decision in writing to the Internal Auditor on the 13th Floor, City Manager Office, City Hall, 455 N Main, Wichita, KS 67202 prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of decision. Failure of a protestor to file a written reconsideration request related to the Contract Compliance decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered. The Internal Auditor decision will be issued by email or written

notification, within ten (10) business days after receiving the written reconsideration, unless this time for a response is extended in writing and agreeable by both parties.

The Internal Auditor's decision will be final, unless the protestor seeks a hearing before the City Council, by written request filed with the City Clerk, located on the 13th Floor, City Hall, 455 N Main, Wichita, KS 67202, prior to 5:00 p.m. on the third business days after issuance of the Internal Auditor written decision. Failure of a protestor to file a written reconsideration request related to the internal Auditor's decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

If there is a timely written reconsideration request, the protestor may seek reconsideration of the decision of the Internal Auditor by means of a hearing before the City Council. This hearing must be in aid of the City Council's legislative authority to approve contracts for goods, services, and public improvements on behalf of the City, and does not imply any due process right of the protestor in an unawarded, unexecuted contract. The hearing must be scheduled as soon as practicable according to the City Council's calendar. The hearing must be granted only upon such facts and issues as are presented in writing to the City Clerk for submission to City Council at or before noon on the Thursday preceding the scheduled hearing. No documents or other evidence must be accepted at the hearing. The protesting party must have available no more than 20 minutes for presentation of argument, followed by no more than 20 minutes of argument presented by City staff. The City Council may deliberate in executive session to seek the assistance of the City Attorney, but must deliver its decision from the bench during the City Council meeting.

If a written protest is made against any proposed award or the award of a contract that relies in part on federal funding, then the Contract Compliance Officer must notify the Granting Authority in writing with all information regarding the protest. A protestor must exhaust all administrative remedies with the City of Wichita before pursuing a protest with the Granting Authority. Protestors are put on notice that according to federal regulations, certain determinations made at the local level are not subject to appeal to the Granting Authority. If a review is granted by the Granting Authority, it will be limited to:

1. the City of Wichita's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
2. violations of Federal law or regulations.

The Contract Compliance Officer will provide notice to the Granting Authority Regional Office or Headquarters Office of any request for reconsideration before the City Council, and also provide notice of the decision rendered by the City Council, or any alternative resolution reached.

5. CONTRACT PERIOD AND PAYMENT TERMS

The term of this contract shall be effective from the execution of this Agreement for one (1) year period. Specific project details (Statement of Work, Milestones, etc) will be negotiated prior to execution of contract. Once goals as outlined are met and parties mutually agree that terms have been satisfied, the contract shall be complete.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. 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, the city reserves the right to terminate this agreement upon thirty (30) days prior written notice to the contracted party. Payment will be remitted following receipt of a

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detailed invoice that, depending upon the scope of services solicited, may require outlining of City-assigned work order number, labor hours, hourly labor cost, materials costs, miscellaneous costs (i.e. – shop supplies, travel time, vehicle charges, etc.).

6. INSURANCE REQUIREMENTS

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability

Covering premises---operations, xcu hazards, Product/Completed Operations, errors and omissions, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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Property Damage Liability	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence
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Property Damage Liability	\$1,000,000 Each Occurrence
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Occurrence
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3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability

\$1,000,000 Each Accident \$1,000,000 Occupational Disease \$1,000,000 Annual Aggregate

The following additional coverages will apply when selected:

Required: YES___ NO ___X___

5. Professional Liability (Claims made basis)

\$1,000,000 Each Claim \$1,000,000 Annual Aggregate
--

Required: YES___ NO ___X___

6. Pollution Liability

\$1,000,000 Each Claim \$1,000,000 Annual Aggregate
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Required: YES___ NO ___X___

7. Umbrella Liability

\$1,000,000 Each Claim \$1,000,000 Annual Aggregate
--

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured to the general commercial and automobile liability coverages. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy and contractor shall provide a Certificate of Insurance evidencing such coverages prior to beginning of services under this Agreement.

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.

END OF SPECIFICATIONS

(2/2026)

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7. GENERAL SPECIFICATIONS:

GENERAL SPECIFICATIONS

KANSAS OPEN RECORDS ACT

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Consultants should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written qualification just because the material is marked "confidential" or "proprietary." For any essential information that the consultant reasonably believes can be defended as being exempt from disclosure under the Act, the information must be capable of being separated or redacted from the balance of the qualification and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the bidder requests that the City to contact the bidders for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however. Submission of proprietary or other alleged protected business information without prior notice to the City and proper marking may render a proposal or bid non-responsive resulting in disqualification from competition.

PROPOSAL FORMS

All proposals **MUST** be electronically submitted and acknowledged (Yes/No) by an officer or employee authorized to submit and bind the proposer to the terms of the solicitation and proposer. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "proposal" submitted to be considered. The "proposal" is to be submitted electronically through the City's Procurement Portal (wichita.gov/procurementportal) using a secure login/password. Vendors are requested to submit current literature or brochures relating to their proposal.

CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

SUBCONTRACTING/JOINT VENTURES

Respondents are encouraged to consider subcontracting portions of the contract to small & emerging businesses. A joint venture between two or more vendors is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting vendors must be clearly identified in the qualification. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

SMALL & EMERGING BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include small & emerging business participation in their proposals. Therefore, each consultant shall specifically identify the participation of small & emerging contractors and subcontractors in the work to be performed by the consultant and shall list such small & emerging contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

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ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate prior to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made before the certificate is issued.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

The contractor and owner waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes, but is not limited to:

- 1) Damages incurred by the owner for rental expenses, for loss of use, income, profit, financing, business and reputation and for loss of management or employee productivity or for the services of such persons; and
- 2) Damages incurred by the contractor for principal office expenses, including, but not limited to, the compensation of personnel stationed in such principal office, for losses of financing, business and reputation and for the loss of profit, except anticipated profit arising directly from the construction.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for

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rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of one hundred twenty (120) days after the proposal submission.

8. REQUEST FOR PROPOSAL CONDITIONS CERTIFICATION (SUBMITTAL LETTER)

Solicitation Conditions

1. Certification 1- No Unilateral Contact:

The Consultant hereby certifies they are aware that all communications between a Proposer and the City regarding a proposal or the proposal process should only be directed to Purchasing Division staff. That if any contact with any other City employee that is necessary to clarify technical aspects of the proposal or the RFP that communication will be coordinated through the Purchasing Division and the listed designated project manager. The City Policy prohibits any City employee from having any interaction with any representatives of any entity that is considering or has responded to a 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 the Proposer, electronic acknowledgment via the City's Procurement Portal (wichita.gov/procurementportal) certifies the 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. Proposer understand that its failure to so adhere or to have made false representations on these certification(s) may cause its Proposal to be rejected from consideration for this and future solicitations.

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9. S/EBE PROGRAM PARTICIPIATION DOCUMENTATION



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

S/EBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% S/EBE utilization on this contact award totaling \$_____.

_____ The Bidder/Offer has no S/EBE utilization

Signature _____ Title _____

Print Name _____ Date ____/____/____

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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

S/EBE PARTICIPATION SCHEDULE

The Bidder/Offeree shall complete the following information for all S/EBE's participating in the contract award that comprises the S/EBE Utilization percent stated in the S/EBE Utilization Form. The Bidder/Offeree shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

S/EBE IDENTIFICATION AND INFORMATION FORM

Business Name	Address	Contact Name; Telephone Number	Participation (Percentage of Total Contract Value)	Total Contract Value	Description Of Work To Be Performed	S/EBE Status

Signature _____

Title _____

Print Name _____

Date ____/____/____

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S/EBE LETTER OF INTENT

LETTER OF INTENT

Small & Emerging Business Enterprise (S/EBE)

(This page shall be submitted for each S/EBE firm.)

Bidder/Offeror:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

S/EBE Firm:

S/EBE Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Classification:

☐ Emerging Business Enterprise

☐ Small Business Enterprise

S/EBE Contact Person: Name: _____ Phone: () _____

S/EBE Certifying Agency: _____ Expiration Date: _____

Each S/EBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor

☐ Subcontractor

☐ Joint Venture

☐ Manufacturer

☐ Supplier

Work item(s) to be performed by S/EBE	Description of Work Item	Quantity	Total

The bidder/offeror is committed to utilizing the above-named S/EBE firm for the work described above. The estimated participation is as follows:

S/EBE Contract Amount: \$ _____

Percent of Total Contract: ____%

AFFIRMATION:

The above-named S/EBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

Bidder/Offeror:

(Signature) (Title) (Date)

S/EBE Representative (if different than Bidder/Offeror):

(Signature) (Title) (Date)

In the event the bidder/offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

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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.** As a Kansas municipality, City shall not be obligated to protect, defend, 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 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 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.** As a Kansas municipality, the City is self-insured for the purpose of general liability 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 to ensure that the City shall always 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, *et seq.*), and the applicable provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*); (b) to not engage in illegal discrimination in employment against its contractors, subcontractors, or employees on

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the basis of their age, color, disability, familial status, genetic information, national origin or ancestry, race, religion, sex, 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 Contractor 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.
21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.
22. **Contractor Use of Artificial Intelligence.**
 - a. **Meeting Recording, Transcription, and Confidential Information.** The City of Wichita does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City's Chief Information Officer may approve a request for an exemption to these requirements.
 - b. **Public or Third-Party AI Services.** Contractor shall not use publicly available or third-party AI services that (i) retain inputs or outputs, (ii) use inputs or outputs for training or improving models, or (iii) lack contractual confidentiality and security commitments acceptable to the City, for any purpose involving City Confidential Information. Contractor shall ensure that any approved AI use occurs only within City-approved environments and under security controls required by the City, including encryption, access controls, and retention limitations.
 - c. **Subcontractors.** Contractor shall ensure that all subcontractors, agents, and personnel comply with this provision, and Contractor shall remain fully responsible for any noncompliance.
 - d. **Violation.** A violation of this provision constitutes a material breach of this Agreement and may result in termination or pursuit of other legal remedies available to the City.

(Rev. 1/09/2026)

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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 also establish performance standards for the contracted outcomes); (c) pay the 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); and (f) 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. 1/09/2026)

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10. ATTACHMENT A – CITY CONTRACT

Attachment A – City Contract

CONTRACT FOR GOODS/SERVICES 24XXX

THIS CONTRACT FOR **GOODS/SERVICES** (“Agreement”), entered into this _____ day of **MONTH**, 2025, by the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called “CITY” and **>, a municipal corporation, hereinafter called “CONTRACTOR”**.

WHEREAS, the City has sought competitive bids for the provision of **Title of Good(s)/Service(s)** for its **DEPARTMENT** 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:

1. **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. FP240**XXX** (“RFP”), attached as Exhibit C hereto and incorporated herein;
 - B. CONTRACTOR’S Response to RFP, attached as Exhibit D hereto and incorporated herein; and incorporated herein, which shall be subject to the same terms and conditions of this Agreement, and the Exhibits incorporated herein.
2. **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 Exhibit D.
3. **Billing and Payment.** The services rendered by the CONTRACTOR pursuant to this Agreement shall be compensated in a total amount **not to exceed \$XX,XXX.XX.** (According to the below rates and estimated fees.)

RATES and ESTIMATED FEES

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** 2025 and as approved by the City Council on the date listed above. Calculation of payments will be based on accomplishment of these specific costs and tasks as set out in the Exhibits D Contractor’s Response to City Request for Proposal No. **FP240XXX**.

4. **Term.** The term of this contract shall be effective from **the execution of this Agreement for one (1) year** **OR** The term of this contract shall be **for a 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.

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5. **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.
6. **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.
7. **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.
8. **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

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9. 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

The CITY shall be added as an Additional Insured on the Commercial General Auto Liability and Umbrella coverages and the Insurance Certificate shall contain the following language:

The City of Wichita shall be added as primary and non-contributory additional insured to the general commercial and automobile liability coverages. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy and contractor shall provide a Certificate of Insurance evidencing such coverages prior to beginning of services under this Agreement.

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.

- 10. 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.
- 11. 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.
- 12. Compliance with Laws.** The CONTRACTOR shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this Agreement.
- 13. 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.
- 14. 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.

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15. 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.

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

ATTEST:

THE CITY OF WICHITA, KS (CITY)

Shinita Rice
City Clerk

Lily Wu
Mayor

APPROVED AS TO FORM:

COMPANY NAME (CONTRACTOR)

Jennifer Magaña
City Attorney & Director of Law

Signature

Name

Title

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.

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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)

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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)

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EXHIBIT C
CITY REQUEST FOR PROPOSAL NO. FP250XXX

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EXHIBIT D
CONTRACTOR'S RESPONSE TO CITY REQUEST FOR PROPOSAL NO. FP250 **XXX**

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