

REQUEST FOR PROPOSAL NO. – 260167

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, August 14, 2026.** **Electronic submissions are requested. One (1) electronic copy of the proposal is required. Proposals are to be submitted through the City's Procurement Portal wichita.gov/procurementportal using secure login/password for:**

Public Works & Utilities / Stormwater Utility and Flood Control

MS4 Permit Compliance Software AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

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, August 14, 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 18th of June, 2026.

Josh L. Lauber, MBA, CPSM
Purchasing Manager



REQUEST FOR PROPOSAL #260167

MS4 Permit Compliance Software **– Public Works & Utilities / Stormwater Utility and Flood Control** City of Wichita – Public Works & Utilities

June 2026

PROJECT DEFINITION

The City of Wichita is seeking proposals for Public Works & Utilities to license a centralized, geospatially enabled commercial-off-the-shelf (COTS) MS4 Permit Compliance Management Software to support full implementation and reporting of the City's MS4 Permit Program: *Kansas Water Pollution Control Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit (generally shortened to Kansas MS4 NPDES Permit or further within the City context to MS4 Permit).*

The City intends to establish a **long-term strategic partnership** with a qualified MS4 Permit Compliance Management Software provider capable of supporting evolving regulatory requirements, permit conditions, and operational needs over time. The selected solution must provide a configurable and scalable platform designed to accommodate incremental enhancements, workflow modifications, and additional MS4-related functionality as program requirements change.

The system must provide end-to-end management of all MS4 Permit requirements including

1. Implementing the six Minimum Control Measures (MCMs):
 - MCM 1 - Public education and outreach
 - MCM 2 - Public participation/involvement
 - MCM 3 - Illicit discharge detection and elimination
 - MCM 4 - Construction site stormwater runoff control
 - MCM 5 - Post-construction stormwater management in new development and redevelopment
 - MCM 6 - Pollution prevention / good housekeeping for municipal operations
2. Implementing a Total Maximum Daily Load (TMDL) Pollutant Reduction and Monitoring Program - Monitoring TMDL regulated pollutants and reviewing, updating, implementing, and developing structural and non-structural Best Management Practices (BMPs) to reduce the discharge of TMDL-regulated pollutants from the MS4
3. Implementing an Industrial Stormwater Discharge Program - A program for monitoring industrial stormwater discharges from industrial facilities to the MS4 system
4. Creating and delivering a yearly annual report regarding the overall status and next year's plans of the SMP with supporting documentation MS4 Minimum Control Measures (MCMs)

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And Integrate seamlessly with the City's existing GIS and enterprise work order and asset management platforms.

The solution must support rapid deployment, minimal customization, and phased implementation, with priority placed on achieving operational MS4 management workflows within the current calendar year.

The selection of the consulting firm by the City's Staff Screening and Selection Committee will be based on several factors, including: (1) Checklist (Section III. Scope of Services; E.) (5%), (2) Proposer Experience and Resources (Section III. Scope of Services; G.) (15%), (3) Functional and Technical Requirements (Section XI. Appendices; Attachment B) (25%), (4) Proposers Hardware and Software Requirements (Section III. Scope of Services; H.) (10%), (5) Customer Support and Warranty/Maintenance (Section III. Scope of Services; I.) (10%), (6) Training and Documentation. (Section III. Scope of Services; J.) (5%), (7) Costs (Section III. Scope of Services; L. Costs) (10%), (8) Minimum Qualifications and Mandatory Elements (Section IV. Proposal Terms; E and F.) (10%), and (9) Small & Emerging Business Enterprise Program participation (10%).

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 5:00pm July 6, 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	June 18, 2026
Questions Due Via Email	July 6, 2026 5:00pm CT
Questions Answered Via Addendum	July 15, 2026
Proposals Due	August 14, 2026 10:00am CT
Evaluation	August 17, 2026 – October 2, 2026
Project Awarded (tentative)	October 2026

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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.

A. **Current Environment:**

The City of Wichita, IT Department provides core network services, virtual and physical server infrastructure, application support, and end user computing equipment to all departments. Desktops, laptops, tablets and other mobile devices are provided and managed by the IT department and are maintained on a 5-year replacement plan. The City utilizes a variety of 3rd party products for infrastructure.

The City currently provides enterprise-wide GIS services and a system based on ESRI server technology, and stores its GIS data in ESRI's SDE format in a MS SQL Server geo-database

MS4 permit documentation is currently managed through a combination of network-stored spreadsheets, text documents, inspection forms and data implemented and stored in CS EAM system, photo and video documentation stored on shared drives, acted on by various partners across several divisions. There is no single system of record that ties BMP inventory, inspections, enforcement, outreach, training together, and the annual MS4 report is compiled manually.

System or Application Technology Environment

The proposed solution must be compatible with the City's Microsoft-centric environment and with the City's Esri ArcGIS system which are licensed under an existing enterprise licensing agreement. The proposed solution shall either be delivered as Software as a Service (SaaS) hosted by the Proposer, or as a self-hosted installation running on City-managed servers.

GIS Considerations

Vendors proposing solutions must provide answers to following:

What GIS team needs to understand:

- What versions of ArcGIS the vendor's solution is compatible with? The City of Wichita GIS environment is based on ESRI products under an existing enterprise licensing agreement.
- What versions of Microsoft SQL Server are supported by the vendor's solution?
- What ArcGIS licensing levels and/or ESRI extensions are required for the solution.

Additional items for discussion and evaluation include:

- What level of support is provided for the GIS components of the application?
- What type of deployment architecture is required (SaaS/cloud-hosted vs. on-premises)?
- If on premises, what server infrastructure is required?
- Is the vendor an ESRI Partner Network member or certified ESRI Business Partner?

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- What operating systems and environments are supported?
- What are the vendor's testing and compatibility procedures for new ArcGIS releases and updates?

Network Technology Environment

City-issued Windows laptops, iOS and Android tablets, and a mix of city issue and personal iOS and Android smartphones interact with services within the City's enterprise network, managed through Microsoft Intune. Field inspection activity often occurs in areas with limited or intermittent cellular connectivity; applications with offline-capable mobile capture with synchronizing capabilities when re-connected is prioritized.

Technology Challenges

- **System Integration** – bidirectional synchronization with the City's GIS and CMMS (CS EAM Lucity) systems.
- **Mobile Web/Application Data** – Field operations via mobile devices with offline cache and automatic re-sync on reconnect.
- **Security** – Microsoft single sign-on (SSO) in field locations with intermittent mobile connectivity.

Business Process Environment

The Stormwater Utility and Flood Control Division administers the City's MS4 permit, coordinating inspection, enforcement, public-outreach, and reporting activities across Public Works & Utilities. Construction-site stormwater inspections are performed by Stormwater and Flood Control personnel and supplemented by developer-employed qualified personnel. Field crews in Stormwater and Flood Control, and other divisions within Public Works & Utilities perform the O&M activities that are the subject of Pollution Prevention and Good Housekeeping.

Business Process Challenges

- **Manual Tasks** – duplicate/unconnected data entry via paper documents and digital inspection forms, and manual annual report preparation.
- **Data Integrity** – inconsistent data (reports, photos video etc) storage locations, no centralized source for internal and external partners
- **Processing Time** – annual report compilation takes several weeks each year and relies on single person who knows the process and who to contact for various report pieces.
- **Information Access** – no cross-department dashboard for high level status reporting; No obvious storage patterns for program's data or reporting requirements.

B. Volumes:

This section contains selected current and future (projected) volume information for sizing the computing, network, and business resource requirements of the new system, the system(s) upon which an application will be based, the related infrastructure, and the resources to support and maintain the system or application. The volumes, provided by City personnel, are approximate and are included to provide prospective Proposers with information to gauge requirements. However, the proposed systems should be readily expandable or field upgradeable. The proposed systems should be sized to meet the performance standards for the projected volumes plus a margin for unexpected volume growth.

Description	Current (Est.)	5-yr (Est.)
MS4 permit area (square miles)	~170	~180
Outfalls in storm-sewer map	6.0K	6.5K
Storm structures (inlets, manholes, nodes)	~55K	~60K
Storm conduits (linear miles)	~1,200	~1,300
Publicly owned structural BMPs	150	160
Privately owned structural BMPs in inventory	600	900
Active construction sites \geq 1 acre	~65/yr	~75/yr
Construction-site inspections	3K/yr	4K/yr
IDDE complaints received	25/yr	25/yr
Dry-weather outfall screens	600/yr	650/yr
Public-involvement events (cleanups, workshops, hearings)	2/yr	4/yr
Storm structure cleaning work orders	~1000/yr	~1250/yr
Street-sweeping route completions (miles)	3K/yr	3.5K/yr
Stormwater/Flood Control Trained municipal staff	~50	~75
Named application users (admin + field)	~50	~75
Concurrent users (peak)	~50	~75
Photo and Video Data	500MB/day	1GB/day

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.

The City's overall project goals include the following:

- Support full MS4 permit compliance across all regulatory requirements
- Centralize inspection, enforcement, and reporting workflows
- Enable field and office-based inspection management
- Integrate MS4 findings directly into City work order systems
- Reduce manual reporting burden for annual MS4 reports
- Maintain audit-ready documentation for regulatory inspections
- Enable GIS-integration of City's MS4 assets and activities with proposed system

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- Provide a scalable and configurable platform capable of supporting ongoing MS4 program evolution through incremental enhancements and module expansion under a long-term partnership model
- Enable as many interactions as possible via portal model for data input sharing and requests

Proposer responsibilities for this project include the following:

The Proposer shall supply:

- Comprehensive, entity relationship diagrams, and data dictionary during implementation.
- Support solution with regular releases/upgrades and service desk support within an annual maintenance and support agreement.
- A product solution with minimal modifications rather than a custom developed solution or extensive product customization.
- The City will consider a hosted solution or a self-hosted solution. Either approach shall include a contingency solution in case of internet connection disruption.
- A detailed breakdown of all one-time and recurring costs required for the successful implementation and ongoing operation of the proposed solution.
- All application software, module licenses, and connectors needed to satisfy the functional and technical requirements in Section 3
- Installation, configuration, and implementation services, including data migration from the City's existing data sources (spreadsheets, word docs, paper files, GIS layers, CS EAM (Lucity))
- Integration services to establish and maintain bidirectional synchronization with the City's GIS system
- Training for administrative users, field inspectors, managerial users, IT staff, and the City's GIS and CS EAM teams, along with written and online documentation.
- Ongoing application support, software maintenance, release management, and security updates through the contract term.

The City will provide the following:

- A designated project manager and subject-matter experts in Stormwater Utility and Flood Control, GIS system, CS EAM (Lucity) and IT for the duration of the implementation.
- Access to Stormwater infrastructure asset data within the City's GIS and CS EAM systems
- Access to existing MS4 related data including SWMP documents, BMP inventories, inspection records, and photo and video locations for data migration.
- The City's MS4 permit document and previously submitted annual reports.
- City staff time for requirements validation, acceptance testing, and training.

3. SCOPE OF SERVICES

A. Introduction:

The City of Wichita, Kansas ("City") invites your company to submit a written proposal to provide a comprehensive, fully integrated MS4 Permit Compliance Management System specifically designed for government agencies, including delivery, installation, integration, customization, data conversion, training, documentation, and support and maintenance. The City is seeking a proven system that is in operational use by at least three other municipalities, preferably similar in scope of the requirements and size of the City of Wichita, Kansas. Proposers are to propose a fixed cost solution based upon the City's requirements. The City requires a prime Proposer, or systems integrator, to act as a prime contractor legally and financially responsible for all implementation services of proposed solution.

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The software and hardware and/or application should efficiently support the City's projected volume in **Section I. OVERVIEW AND SUMMARY; B. Volumes.**

The proposal should clearly demonstrate how the City would be provided with the software, services and support, and any related hardware that will best satisfy the City's requirements.

The proposal should include:

1. A detailed description of your proposed approach to Business Process Reengineering (BPR) during a discovery phase to be accomplished prior to the commencement of the implementation phase. Identify the Proposers BPR or subcontractor staff including a description of their experience. Costs associated with BPR services shall be included in the cost proposal. Include a description of the City's responsibilities during these efforts.
2. Appropriate application software to support the business functions as listed above.
3. All system and network hardware to support the proposed solution including specifications for the main processor or server computer(s) and all related peripherals necessary for the normal operation of the proposed solution, including recommended system printers, drives, and other special, unique, or optional equipment.
4. All network and security requirements to support the proposed solution.
5. Relational Database Management System (RDBMS) requirements to support the proposed solution.
6. All System and Network software (i.e., operating system) requirements to support the proposed solution.
7. Interfaces available in or through the proposed solution to/from City and external systems.
8. Implementation services, installation, configuration, data conversion, training services and integration of existing systems and support for remote users.
9. Maintenance, knowledge transfer, and support services for the proposed systems.

This Request for Proposal (RFP) states the overall scope of services desired, procurement terms and conditions, specific hardware and software requirements as well as Proposer experience and qualifications to be provided. The following sections are provided to assist in navigating the requested scope of services:

Section I. OVERVIEW AND SUMMARY & Section II. PROJECT OBJECTIVES. - Presents a brief background description of the City of Wichita, Kansas and its desired approach to implementing the MS4 Permit Compliance Management System. This section also contains a brief description of existing systems and networks installed within the City.

Section III. SCOPE OF SERVICES; A. Introduction – D. Mandatory Technical Requirements - Provides instructions to Proposers for responding to the detailed Business Functional Requirements, including the City's General and Technical Requirements.

Section III. SCOPE OF SERVICES; E. Checklist – K. Scope of Work – Requires Proposer responses including company background and qualifications, specifications and capabilities of proposed systems, and services to be provided.

Section III. SCOPE OF SERVICES; L. Costs - Requires Proposer responses for proposal cost information.

Section IV. PROPOSAL TERMS. - Provides the rules of preparation for the proposal.

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Appendices. - Includes the City's IT Technology Agreement template and Attachment B – Functional and Technical Requirements Matrix.

Your response should clearly detail how the hardware, software and services that you are proposing can best satisfy the City's requirements. The City requires a comprehensive solution with a prime contractor with legal and financial responsibility for all hardware, software, installation, integration, implementation, and support and maintenance services. One consolidated response with all cost items included in the cost summary shall be submitted. The prime contractor shall be the sole point of contact for the City with regard to contractual matters.

To ensure a fair and objective analysis of all proposals, the submitted proposal must follow the rules stated within this section and the format established within this RFP.

Failure to comply with or complete any portion of this request may result in rejection of a proposal.

B. Functional Specifications of the Proposed MS4 Permit Compliance Management Software:

Through this RFP, the City intends to accomplish the acquisition, installation and implementation of a commercially available and proven MS4 Permit Compliance Management Software. The City requires that a single Proposer, or systems integrator, propose the solution including the acquisition, installation, and implementation of MS4 Permit Compliance Management Software itself. Subcontractors may be used for portions of the project, and it is required that the selected Proposer, or systems integrator, and any subcontractors will provide complete and comprehensive system implementation services, including data conversion, installation, training, software modification, custom development, support, and maintenance as required.

Required Functional Specifications

Please review following for general definition of requirements and refer to attachment B for permit-specific line-item requirements.

1. Mandatory Functional Requirements (MS4 Program Coverage)

Configurable modular system to implement, manage, and document all MS4 Minimum Control Measures (MCM), including:

1.1 MCM 4 – Construction Site Stormwater Runoff Control

- Construction site inspections (SWPPP compliance)
- Erosion and sediment control tracking
- Corrective action tracking and enforcement follow-up
- Contractor/site compliance history

1.2 MCM 5 – Post-Construction Stormwater Management

- BMP inventory and lifecycle tracking
- Inspection and maintenance scheduling
- Structural stormwater control monitoring
- Long-term compliance documentation

1.3 MCM 3 – Illicit Discharge Detection and Elimination

- Outfall inspection workflows

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- Illicit discharge reporting and investigation tracking
- Source tracing and enforcement actions
- Spill response documentation and resolution tracking

1.4 Industrial and Commercial Stormwater Compliance – Applies across MCMs1, 3, and 6

- Facility registry with geo-location and inspection management
- Risk-based inspection prioritization
- Enforcement tracking and compliance history
- Permit tracking where applicable

1.5 MCM 1 & 2 – Public Education, Outreach, Involvement and Participation

- Activity tracking for MS4 public education requirements
- Event, campaign, and outreach documentation
- Audience tracking and reporting metrics
- Support for annual MS4 report inclusion

1.7 MCM 6 – Pollution Prevention and Good Housekeeping for Municipal Operations (if applicable)

- Facility inspection tracking
- Municipal BMP documentation
- Maintenance activity reporting
- Pollution prevention documentation
- Training management

2. Integration Requirements (Critical)

2.1 CMMS / Work Order System Integration (Mandatory)

The system must integrate with the City's existing enterprise asset and work order management system:

- CentralSquare EAM (Lucity) Technologies

The integration shall include:

- Bi-directional work order creation and updates
- Automatic generation of work orders from MS4 inspections
- Status synchronization (open, in progress, closed)
- Attachment and photo transfer (where supported)
- Asset linkage between MS4 inspections and CMMS assets
- API-based or middleware-enabled integration

2.2 GIS Integration (Mandatory)

- Native integration with Esri ArcGIS or equivalent GIS platform
- Ability to display MS4 assets (outfalls, BMPs, industrial sites, etc.)
- Map-based inspection assignment and visualization
- Feature service or equivalent spatial data synchronization

2.3 Data Exchange Requirements

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- REST API availability (read/write)
- Exportable compliance datasets
- Support for automated reporting workflows
- Secure authentication (OAuth2 or equivalent)

3. Implementation Requirements (Rapid Deployment Focus)

3.1 Timeline Requirement

The vendor must provide a **phased implementation** plan capable of:

- Initial system configuration and deployment within **8–12 weeks of notice to proceed**
- Operational MS4 inspection workflows within **current calendar year**
- Full module rollout within **3–6 months total**

3.2 Configuration Approach

The system shall:

- Be configurable with minimal custom development
- Use pre-built MS4 templates where available
- Support rapid form/workflow configuration
- Minimize reliance on bespoke scripting or custom code

3.3 Migration Support (if applicable)

Vendor shall support:

- Import of existing MS4 inspection records
- Asset data migration (if needed)
- Historical compliance record preservation
- Data mapping from legacy systems

4. Reporting and Compliance Requirements

The system must support:

- Annual MS4 report generation aligned with EPA/NPDES requirements
- MCM-specific reporting outputs
- Inspection and enforcement summaries
- IDDE tracking and resolution metrics
- Public outreach documentation reporting
- Audit-ready export formats

5. Field Operations Requirements

- Mobile inspection capability (offline preferred)
- Photo and attachment capture
- GPS tagging of inspections
- Real-time or near-real-time sync with central system
- Standardized inspection forms for all MS4 modules

6. Security and Access Control

- Role-based access control (RBAC)

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- Audit trail of all system actions
- Secure cloud hosting or City-approved environment
- Compliance with applicable cybersecurity standards for municipal systems

7. Vendor Experience Requirements

Vendor shall demonstrate:

- Prior MS4/NPDES implementation experience in municipalities
- Proven integration with CMMS/work order systems (preferably Central Square(CS) EAM (Lucity))
- Experience implementing GIS-based stormwater programs
- Ability to meet accelerated deployment timelines

8. Product Criteria (Recommended)

MS4 functional completeness (all MCMs)

CMMS integration capability (Lucity/CentralSquare)

GIS capability and usability

Strategic Evaluation Note:

Preference will be given to solutions demonstrating long-term platform stability, configurability, and the ability to support ongoing MS4 program evolution through incremental enhancements within an established partnership framework and pre-defined pricing structure for future additions.

9. Key Procurement Positioning Statement (Important)

To preserve competition integrity:

The City is seeking a commercially available MS4 compliance platform capable of integration with its existing enterprise asset management and GIS systems. No specific vendor or proprietary system is required or implied.

The City also seeks to establish a **collaborative, long-term partnership** with the selected Contractor to support adaptive MS4 program management as regulatory requirements, permit conditions, and operational needs evolve. Future enhancements, modules, or configuration expansions may be procured under this Agreement through pre-established pricing, rate schedules, or mutually agreed change orders, provided such additions remain functionally related to MS4 compliance and do not constitute a material change in contract scope requiring separate procurement.

10. Live Demonstration Criteria and Mechanics

Top proposals evaluated by 4 C.Staff and Selection Committee Evaluation Criteria to advance to live demonstration round where each finalist to be given a 4-hour timed slot (2.5 hours of structured demo + 1 hour of Q&A + 30 minutes for close). Each finalist will be provided the same 6 scenarios one week before demonstration date and asked to walk through a live (no slides) demonstration of each scenario. Live demonstrations will be scheduled during the evaluation period.

Desired Functional Specifications (Feature Considerations for Future Partnerships)

Value Added Service and Options of the MS4 Permit Compliance Management Software:

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- Weather-triggered inspection cadence (NOAA/USGS or similar commercial weather API) that schedules post-storm inspections automatically.
- Integration with City's SeeClickFix app for reports pertaining to MS4 Compliance.
- In-app messaging to external partners (contractors, responsible parties, etc) with an audit trail.
- Configurable dashboards for Key Performance Indicators to aid senior management for broader City management briefings.
- Method for extracting permit-compliance data into alternate data formats or platforms.
- Where to put if at all interna/external partnership for data/inspection/self-certification collection/viewing/permit file tracking

C. Checklist:

The following checklist has been included to ensure Proposer compliance to the required RFP responses. Please indicate whether each item specified is included in your response and cross-reference to the page where the item is located.

Item	Included Y/N	Proposer Proposal Page Reference
Audited Financial Statements		
Reference List		
High-level System Architecture		
Technical Brochures		
Documentation Table of Contents		
Description of capability to deliver requirements		
Implementation and Training Plan/Schedule		
Communication Plan		
Migration Plan		
Resumes		
Task/Hours Schedule		
Outlines for Training Course(s)		
Section III; F-K Proposer Response of this RFP		
Section III; L Costs of this RFP		
Any exceptions to Appendix A - IT Technology Agreement Template		
Appendix B – Functional and Technical Requirements Criteria Matrix		

If any of the requested items are not included, please explain the reason. Proposals may be rejected if any requested item is not completed and submitted.

D. Proposer and Subcontractor Information:

This section must be completed for each Proposer and all subcontractors included in the proposal.

Proposer or Subcontractor:

Company Name	
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Local Address		
Headquarters Address		
Company Web-site Address		
List of all products or services to be provided.		
Contact Representative(s)		
Name	Title	Telephone and Email Address

Company Information:

How many years has the company actively provided comparable e-government systems and solutions to state and local government?

Which office will serve the City of Wichita?

How many years has the office, which will service the City, been operational?

How many employees does the company have?

Nationwide	:	_____
Personnel in State and Local Government Services	:	_____
Office serving City	:	_____
Support personnel in office serving City	:	_____

E. Proposer Experience and Resources:

Provide a reference list for the three (3) most similar sites which use similar hardware configurations and software applications proposed by the Proposer/systems integrator. Specify sites in which subcontractor applications included in this proposal are currently interfaced or integrated with the prime solution. Include the following:

- Name, Address, Contact, Title, Phone Number, and Email.
- Approx. Number of Employees/Operating Budget/ Population of Jurisdiction.
- Operational Applications (Product Name & Version Number/Install Date).
- Type of System Installed (Hardware, DBMS, OS).
- Type(s) of Service Provided
- Existing interfaces with other applications in this proposal (Y/N).
- Contract Amount in total dollars for implementation of the proposed solution.
- Final actual cost for the implementation of the proposed solution.
- Scheduled Start and End Dates of the Implementation.
- Actual Start and End Dates of the Implementation.
- What was the Proposer's annual gross revenue and net profit as a percent of sales for the previous three (3) fiscal years?

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Proposer:	Annual Gross	Net Profit as a Percent of Sales
Fiscal year 2024	\$	%
Fiscal year 2023	\$	%
Fiscal year 2022	\$	%

- Provide a copy of the company's last two years financial statements). Indicate attachment name/number. The financial statements for the Prime Proposer shall include the Balance Sheet, Income Statement, Statement of Consolidated Income, Statement of Changes to Cash Flows, and Changes to Shareholder Equity.
- Provide at least one bank reference.

Bank Name _____
Contact _____
Address _____
Phone _____

- Provide Dun & Bradstreet Number
- Attach resumes showing professional experience and educational qualifications of personnel that will be assigned directly to the project team. Indicate the experience, in years, with state and local e-government system and services implementation and project references.

F. **Proposers Hardware and Software Requirements:**

1. **Proposed Solution Architecture**

Provide a detailed description, and attach appropriate diagrams, of the overall proposed solution architecture that clearly illustrates and addresses the following:

- All proposed hardware (e.g., servers, end user devices, peripherals, etc.).
- All software (e.g., application software, RDBMS, client software, etc.) components (including other Proposer or third-party applications) and their interrelationships.
- Recommended configurations for e-government systems and services.
- Security features and configurations required for e-government systems and services (i.e., firewalls, DMZ, etc.).
- Describe the methodology to be used in measuring application availability.
- Describe the methodology used to monitor application response time, under what conditions the stated response times will or will not be met, and the remedies for the City if they are not met. Also specify the minimum system configuration (processor, workstation, etc.) you require to meet acceptable response times.
- Describe your approach to archiving and/or maintaining online up to 5 years of information.
- Are you offering Application Service Provider (ASP), Software, Infrastructure, or Platform as a Service (SaaS, IaaS, or PaaS) services as an alternative solution? If so, please provide a description of these services and a description of how these services would be implemented given the information provided in this RFP. Include any factors that would limit the City's ability to operate via an ASP/SaaS/IaaS/PaaS alternative. Also include all costs associated with your proposed ASP/SaaS/IaaS/PaaS offering in Section III; L. Costs.

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2. Related Hardware and System Software

This section pertains to the procurement of the proposed MS4 Permit Compliance Management Software central processor(s), new peripheral devices and requisite system software as required based on the selected Proposer's approach. Proposers must recommend all hardware, software, peripheral devices, and cabling necessary for the normal operation of the proposed system(s). The City is responsible for the local area network and cabling however the proposer should make recommendations to achieve optimum performance. Proposers should review Sections I and II and specify whether any existing City servers and end-user hardware and peripherals are compatible and can be used with the proposed system.

All hardware components are to be specified by the Proposer including, but not limited to, recommended manufacture, model, description, and proposed specification. The City requires that all hardware specifications be fully compatible and proven with the proposed solution.

The City requires that system software is considered state-of-the-art technology and represents the most current version in production at the time of installation.

List all system software proposed or available with the system. Include all system software necessary to operate the proposed hardware components. Indicate by a letter code "I" if the software is included in this proposal, or letter code "O" if optional with this system. For those coded "I" or "Included", all costs should be identified in the Proposer's Cost Proposal (Section III; L. Costs).

Respond to the following questions or requests regarding functionality and features of the proposed system:

- a. To what level of access can the system be restricted?
 - Functional User Groups Y / N
 - Application/Menu Item Y / N
 - Transaction/function type (e.g. inquiry, update) Y / N
 - Each data field Y / N
- b. Is the above security implemented by means of the operating system, DBMS, or in the application programs? Explain.
- c. Does the system log transactions by:
 - Terminal ID / IP Address Y / N
 - User ID Y / N
 - Dept. ID Y / N
 - Other (Explain) Y / N
- d. What are the system's capabilities to detect and log unauthorized access attempts?
- e. Describe security and control features that will prevent unauthorized access to the system.
- f. What data is encrypted in the proposed solution and to what level / standard?
- g. What systems are used within the proposed solution to accept cardholder data?

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- h. How is sensitive data (e.g. credit card, SSN, etc.) data stored and access to such data controlled?
- i. If required during a processing procedure, system restart should not necessitate beginning the entire procedure again. Specifically discuss system restart in this context and describe system integrity features that will prevent data or control problems during system failure/restart procedures.
- j. Describe system's ability to queue jobs for unattended processing.
- k. Are all system functions (inquiry and update) available during backup? Explain.
- l. Fully describe the backup approach including Proposer recommendations, and explain any restrictions on access or system functions during this process.
- m. Describe all disaster, data recovery, and business continuity capabilities available in the proposed solution.
- n. Describe all circumstances under which the system is unavailable to users.
- o. Describe all networking requirements including those required services or processes requiring access via specific ports as well as all firewall, routing and switching considerations as associated with the proposed solution.
- p. Describe your approach and implementation experience with Storage Area Networks (SANs). Please describe in your response any SAN equipment needed specifically for the proposed solution; recommended replication method; back-up storage array type; and TCP offload engines for moving TCP/IP and load balancing.
- q. If applicable, provide a proposed SAN configuration and related services including, but not limited to, storage hardware (e.g. capacity/RAID level), storage software, storage networking components, and SAN implementation Services.

3. Application Software

The City requires that the Proposer identify the application packages proposed. The Proposer should provide the following information for each application:

- a. Describe the features of all proposed applications in the proposed solution that support functions for e-government (e.g., Procurement, Billing, Self-Service, etc.). Also include a brief description of sites where these features have been implemented and are currently in use.
- b. What approach will the Proposer take in order to determine the modifications necessary to its standard packages to meet the requirements of the City? Describe how any required customization would be handled.
- c. Are software fixes found at other sites provided to the City at no charge?
- d. Describe the tasks required for the City following a new release/major redesign of an application.
- e. Describe the upgrade installation process including City staff roles and typical timelines.
- f. Describe your policy for installing new releases.
 - Frequency (Include currently planned schedule for new releases).
 - Are upgrades/new releases included in maintenance costs?
 - Is data conversion assistance provided? Describe approach and any additional costs.
 - Is new documentation supplied with each release or upgrade? If so, describe.

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- Describe approach to and any related additional training costs for new releases.
 - Describe approach for providing release installation assistance and any additional costs.
- g. How long is maintenance continued for an old release? (Months)
- h. How will the City be notified of new system releases and updates?
- i. Is there a regional user group? If so, please provide contact information for information and reference.
- j. Describe what type of system modifications or configuration items can be performed without affecting system source code. Are system modifications maintained after an upgrade?
- k. Describe the proposed solutions capabilities for the following:
- Interoperability with third-party applications (including, at minimum, MS Excel, MS SQL, Oracle, other).
 - Ability to integrate third party applications into the menu structure.
 - Ability for user to customize forms and menus.
 - Graphical user interface capabilities.
 - Ability to customize bill print data files and forms
 - Ability to develop, maintain, and manage automated Workflow processes including reassignment activities and actions
 - Ability to integrate or interface with third party applications/solutions including any constraints, limitations, or specific/special requirements the proposed solution may have. Please identify any third-party applications you successfully interface with. Include the third-party company name and their specifications/requirements.
- l. Is the application 32, 64, or 128-bit?
- m. Does the proposed DBMS provide SQL capabilities? Y / N
- n. Is the DBMS ODBC compliant? Y / N
- o. Does the DBMS provide a data dictionary that is integrated with all tools supplied for application development and ad hoc database access? Y / N
- p. Does the DBMS provide its own scripting language? Y / N
- q. Does the DBMS support a Microsoft Windows interface? Y / N
- r. Does the DBMS include a fourth-generation language? Y / N
- s. Does the DBMS include an activity-monitoring feature to maintain statistics on performance, disk I/O, index usage/non-usage, etc.? Y / N
- t. Does the DBMS include record locking techniques for concurrence control? Y / N
- u. Does it provide the capability to selectively journal any or all database transactions to an audit trail file? Y / N
- v. What specific capabilities for user modifications are provided under a run-time license?
..... Y / N

G. Customer Support & Warranty/Maintenance:

1. Proposed Services - Complete the warranty and maintenance matrix below based on the proposed approach. For services proposed within the matrix include all costs in Section III; L. Costs of this RFP as appropriate.

Complete one (1) matrix per Proposer or other hardware/software company offering warranty/maintenance services.

Proposer or Other Company Name: _____		
	Response (Application Software)	Response (Hardware)
What is the length of the warranty (months)?		
Does warranty begin from installation or acceptance?		
What are the hours of warranty coverage (e.g., Mon-Fri 7:30 a.m.—5:30 p.m.)?		
What are the hours of maintenance coverage (after the warranty expires)?		
Warranty/Maintenance Services:		
• Telephone Support (Y/N)?		
• Remote Support (Y/N)?		
• Normal hours of support operations (Central Time Zone)?		
• Extended/Emergency hours support operations (Central Time Zone)?		
• Toll Free “800” number (Y/N)?		
• Remote software diagnostics (Y/N)?		
• Remote software updates (Y/N)?		
• Updates and enhancements included (Y/N)?		
• How often are enhancements provided?		
• User group membership (Y/N)?		
• Newsletter (Y/N)?		
Service/support response time (hours)		
• Via telephone or email		
- Average		
- Guaranteed		
• On-site		
- Average		
- Guaranteed		

2. Further describe your proposed customer service & warranty/maintenance services.
3. Will you guarantee a fixed maintenance cost for the software and any configuration changes? If so, indicate number of years.
4. List any exceptions or limitations to your proposed warranty/maintenance services for the software as indicated within the matrix.
5. List additional services provided for at no additional cost to the City.
6. Describe available services/programs in addition to those proposed within the matrix. Also include associated costs as appropriate:

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7. Is the warranty and maintenance for system software different from hardware? (Y/N) If so, explain.
8. Describe the service coverage provided under the warranty period.
9. Describe the level of service and responsiveness that the Proposer commits to providing the City.
10. Describe the qualifications, experience, and technical expertise of the Proposer's Customer Support staff.

H. Training & Documentation:

1. The City expects all training to be relevant specifically to government and to be modified to include BPR, quality control, best practices and agreed upon standard operating procedures. All users are expected to be thoroughly trained, certified and evaluated to accomplish specific job duties and to have substantial knowledge and skills to operate and maintain the proposed solution. All classes should have agreed upon curriculum with assessment tests, hands-on-exercises to be provided before, during and after all said classes including suggested follow-up materials. Materials developed in this process will be maintained by the Proposer and provided in full to the City with customizations for exercises, testing, online help and follow-up material. Areas of training to be developed in conjunction with the project plan should include but not be limited to:
 - Pre-Implementation: MS4 Permit Compliance Management Software technical training
 - Pre-Installation: User training per module
 - Implementation: Helpdesk, online help customization, On-the-job (floor) training
 - Post-Implementation: Refresher and cross-over training.
2. Describe how your proposed training and implementation services will meet these objectives.
3. Describe your training approach/methodology.
4. Provide any pertinent details, limitations, exceptions concerning the services offered for training.
5. Attach and clearly identify a list or catalog of optional classes or training available but not included in this proposal.
6. Identify and describe your online training courses and online evaluation tests provided.
7. Identify your customized training for government entities and your approach to customized training needs identified in the business process reengineering activities during implementation.
8. Do you provide maintenance of training materials and curriculum online?
9. What additional training may be provided?
10. What additional training is offered post-implementation?
11. What cut-over training services will be provided per application module?
12. What are the Knowledge Management capabilities of your software?
13. Describe each Training Service offered; total hours to be provided for each, allowed number of attendees, and the associated cost for each service.
14. Describe the type of documentation that will be provided.
15. How many copies of the documentation are provided?
16. Is the user permitted to make unlimited copies of the documentation for internal use?
17. Indicate documentation to be provided and number of copies.

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	Type (i.e., hardcopy/CD) and No. of Copies	Comments
Hardware (for each type)		
Operating Instructions and Procedures		
Trouble-shooting		
System and Software Administration		
Backup/Recovery		
Security		
Utility Usage		
Other		

18. Is the application software documentation available electronically, and if so, in what format?

19. Are on-line documentation and help functions available?

- Context (field specific) Y / N
- Screen specific Y / N
- Function specific Y / N
- Supplied with system Y / N
- User defined and maintained Y / N

20. Attach the published technical brochures for all recommended hardware, peripherals and proposed system software (including speed, capacities, transfer rates, access times, etc.).

I. **Scope of Work:**

Using the outline provided below, please provide a proposed Scope of Work including, where relevant and applicable, information, activities, and deliverables for each sub-contractor included in your proposal. Indicate how each sub-contractor will be integrated into the prime Proposer's proposed approach.

- Project Background
- Project Scope
- Project Organization
 - Structure (e.g., Proposer and City teams)
 - Staffing (e.g., additional staffing and backfill requirements, etc.)
 - Roles and Responsibilities (e.g., job description, titles, etc.)
 - Other Resource Requirements (e.g., site preparation facilities, electrical, work space, etc.)
- Project Methodology
 - Phase (e.g., Project Preparation)
 - Implementation and Task Plans for Project Planning, Business Process Re-engineering, etc.
 - System interface strategy
 - Implementation strategy
 - Deliverables (e.g., Detailed Project Schedule)
 - Assumptions (e.g., time required of team members)

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- Project Change Control Approach
- User, System, and Performance Acceptance and Technical Testing
 - Methodology
 - Document Deliverables
 - System Software Deliverables (e.g. acceptance testing and approval processes)
- System Go Live Operations
 - Recommended process for Go Live Operations
 - Describe support process during Go Live. I.e. onsite support for “x” number of days, remote support and response time guarantees, etc.
 - Contingency plan if initial Go Live is not successful.
- Project Schedule
 - Payment Schedule based on deliverables and/or milestones.

J. Costs:

1. Introduction:

This section contains all one-time and recurring costs for the proposed systems. Proposer’s cost must be fixed priced based on City’s requirements and inclusive of all costs for the proposed system. All costs must be provided on the following cost tables and must be filled out completely.

- Hardware
- Ancillary Equipment
- System Software
- RDBMS Software/Licenses
- Application Software
- Other Costs
- Optional Costs
- Total Cost Summary

2. Hardware Costs:

If applicable, list all hardware or equipment required including purchase costs and annual maintenance expense. Also identify PC/terminal emulation and connectivity requirements costs as separate line items for existing PCs. The total dollar figures from this section should agree with the hardware total in the Total Cost Summary.

Component Description	Model	Qty.	Unit Price	Total Purchase Cost	Annual Maintenance Expense
			\$	\$	\$
Total Cost				\$	\$

3. Ancillary Equipment Costs:

List below the recommended ancillary equipment by major application area (cables, switches, routers, UPS, etc.) needed to support the system and include the estimated costs of each. Do not include installation or freight. The total dollar figures should agree with the ancillary total in the Total Cost Summary.

				Annual Maintenance Expense
Description	Unit Price	Qty.	Cost	
	\$		\$	\$
Total Cost		\$		

4. System Software Costs:

List all system software being proposed, including costs and annual maintenance expense. The Total should agree with the System Software total on the Total Cost Summary page.

Software Description	Unit Price	Cost	Annual Maintenance Expense
	\$	\$	\$
Total		\$	\$

5. Relational Database Management System (RDBMS) Software/Licenses:

List all software being proposed, including costs and annual maintenance expense. The Total should agree with the RDBMS Software/Licenses total on the Total Cost Summary page.

Software Description	Unit Price	Cost	Annual Maintenance Expense
	\$	\$	\$
Total		\$	\$

6. Application Software Costs:

List all software being proposed including total package cost customization cost, and annual maintenance expense for each application (excluding installation and freight). The total should agree with the application software total in the Total Cost Summary.

Application	Package Cost	Customization/ Modification Cost	Total Cost	Annual Maintenance Expense
	\$	\$	\$	\$
Total Costs	\$	\$	\$	

7. Other Costs:

Describe and list all other costs that would be associated with implementation of your system.

Costs not otherwise identified will not be accepted in a final contract. The total should agree with the other costs total in the Total Cost Summary.

Item	Total Item Cost
Installation	
Implementation	
Integration	
Temporary Interfaces	
Permanent Interfaces	
Business Process Reengineering (BPR) Services	
Training	
Travel Expenses	
Data Conversion	
Other (specify)	
Total Other Costs	\$

8. Optional Costs:

List and describe all optional costs items that could be associated with the implementation of your solution.

Options:	Cost
Total Optional Costs	\$

9. Hourly Rates:

For any item of service that falls outside this contract, what are your hourly rates? The rates must be fixed for the implementation period:

Hourly Rates	
Training	\$
Programming	\$
Design	\$
Installation	\$
Implementation	\$
Support	\$
Other	\$

10. Total Costs Summary:

Costs must be fixed for the term of agreement:

Item	Cost
Hardware	\$
Ancillary Equipment	\$
System Software	\$
RDBMS Software/ Licenses (if applicable)	\$
Application Software Cost	\$
Go Live Support (onsite)	\$
Other Costs	\$
TOTAL ONE-TIME COSTS	\$
Optional Costs	\$
TOTAL COSTS	\$

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11. Recurring Costs:

Provide a summary of all annual recurring costs for the system you are proposing. Please state how long these charges would be in effect without a price increase or what your proposed charges would be over a multi-year period (i.e., for five years)? The subtotals carried forward to this page should agree with the detail schedules on the preceding pages.

Item	Cost
Hardware Maintenance	\$
System Software Maintenance	\$
RDBMS System Software	\$
Application Software Maintenance	\$
Other Costs	\$
TOTAL ANNUAL RECURRING COSTS (Not to exceed)	\$

4. **PROPOSAL TERMS**

A. Questions and Contact Information:

Any questions regarding this document must be submitted via 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, August 14, 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's Procurement Portal page, you can find 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. Staff and Selection Committee 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*:

1. Checklist (Section III. Scope of Services; E.) (5%)

- a. Completeness and thoroughness of the proposal. All required information should be provided, in the format specified.
- b. Proposer clearly understands the City's purpose, scope and objectives, including the applicability and quality of the Proposer's approach.

2. Proposer Experience and Resources (Section III. Scope of Services; G.) (15%)

- a. The quality, relevance and number of references.
- b. The Proposer's ability to successfully install the system, as demonstrated by installation of a similar system in at least three (3) comparable jurisdictions within the past five (5) years. Emphasis would be given to the specific capabilities required by the City.
- c. The financial stability and resources of the Proposer.

3. Functional and Technical Requirements (Section XI. Appendices; Attachment B.) (25%)

- a. Response submission for all requirements listed.
- b. Summation of responses for requirements being met:
 - i. **Native** - Fully prebuilt / out-of-the-box. Available immediately upon platform deployment with no configuration or development required.
 - ii. **Config** - Configurable. Capability exists in the product but must be configured (forms, rules, dashboards, reports, attribute domains) before users can enter data. No custom code required. Vendor must describe the configuration scope and any one-time setup cost.
 - iii. **Custom** - Custom Development. Capability does NOT exist in the standard product. Vendor will deliver via custom code or scripted development as part of this engagement. Vendor must identify the development effort and price in the proposal.
 - iv. **3rd Party** - Third-Party Integration. Capability is delivered through integration with another vendor's product (e.g., Esri, Microsoft, an LMS etc). Vendor must name the third-party product, describe the integration, and disclose any pass-through licensing costs.
 - v. **Future** - Roadmap / Future Release. Capability is not currently available but is committed for delivery within 12 months. Vendor must provide a target release date and describe any contractual commitment to deliver.
 - vi. **None** - Not Available. Capability is not provided and not on the roadmap. Vendor confirms inability to support this requirement.

4. Proposers Hardware and Software Requirements (Section III. Scope of Services; H.) (10%)

- a. Proposed Solution Architecture
 - i. Hosted (SaaS), Self-Hosted, cloud based
- b. Related Hardware and System Software
- c. Application Software

5. Customer Support and Warranty/Maintenance (Section III. Scope of Services; I.) (10%)

- a. The level of service and responsiveness that the Proposer commits to providing the City of Wichita, Kansas.
- b. Qualifications, experience and technical expertise of the Proposer's Customer Support staff.
- c. Ability of the Proposer to provide long-term maintenance support to the City.
- d. The Proposer's process for providing new releases of the software.

6. Training and Documentation. (Section III. Scope of Services; J.) (5%)

- a. The amount and extent of user and technical support training to be provided and any prerequisite knowledge or skills required.
- b. Quality and extent of the documentation to be provided.

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7. Costs (Section III. Scope of Services; L. Costs) (10%)

- a. One-time costs. Although the low-cost Proposer may not necessarily be awarded the contract, costs are an important evaluation criterion.
- b. Ongoing costs for maintenance and support.

8. Minimum Qualifications and Mandatory Elements (Section IV. Proposal Terms; E and F.) (10%)

- a. The Proposer's ability to meet specific Minimum Respondent Qualifications as identified in Section IV. Proposal Terms; E. and Mandatory Elements as identified in Section IV. Proposal Terms; F.
- b. The Proposer's willingness to:
 - i. Negotiate a contract using the City's contract, including payment terms, acceptable to the City of Wichita, Kansas. Any exceptions taken to the City's terms and conditions should be noted and explained in detail, including any proposed alternative language.
 - ii. Certify as to No Lobbying and Influencing Federal and/or City Employees or City Council Members and Conflict of Interest.
 - iii. Accept a payment schedule with at least 25% holdback of the total contract compensation until final acceptance by the City.
 - iv. Agree to a ninety (90) day Performance Acceptance testing period.

9. 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 up to 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 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.

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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 bidder registration by visiting the City of Wichita's eProcurement Portal 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 may take an estimated 120 to 180 days before notification from the City of Wichita that a contract has been approved by City Council.

Event	Date
Solicitation Advertised	June 18, 2026
Last Day for Written Question	July 6, 2026 @ 5:00pm CT
Addendum Posting	July 15, 2026
Proposal Due	August 14, 2026 @ 10:00am CT
Evaluation/Optional Oral Presentations	August 17-October 2, 2026
City Council Approval (tentative)	October 2026

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:

General Qualifications:

1. Proposer must have relevant experience including a minimum of three (3) previously successful implementations of e-government systems and services within the last five (5) years.
2. The primary Proposer and sub-contractors staff assigned to the project must have completed at least two (2) previous successful implementations e-government systems and services within the last five (5) years.
3. Understanding of industry standards and best practices.
4. Have experience in providing goods and/or services of comparable size and complexity to that being requested.
5. 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.
6. Registration with the Kanas Secretary of State's Office before contract execution.
7. Having Municipal government experience is preferable; however, the City will make the final determination based on responses received and the evaluation process.
8. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
9. Provide project supervision (as required) and quality control procedures.
10. Have appropriate material, equipment and labor to perform specified services.
11. Ensure parking occurs only in designated areas and parking permits are displayed (if provided).
12. Wear company uniform or ID badge for identification purposes.
13. Meet local, state, and federal guidelines as applicable.

Information Technology (IT) Industry-Specific Qualifications:

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1. The Proposer(s) needs to meet all licensing requirements that apply to their business immediately after contract award or the City will reject the Proposer.
2. Payments: The proposed solution must support Visa, MasterCard, Discover, American Express and electronic checks (ACH) payments
3. Certified Reseller (or Factory Authorized Reseller): The Proposer, if other than the manufacturer, shall submit with the proposal a current, dated, and signed authorization from the manufacturer that the Proposer is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection. This includes the certification to license the product and offer in-house service, maintenance, technical training assistance, and warranty services, including availability of spare parts and replacement units if applicable.
4. The proposed system will need to be scalable, updatable, and adaptable in order to meet future business, regulatory and technology needs.
5. The proposed system must allow for multiple environments i.e. Production, Test, and Training/Sandbox environments.

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.
 - 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.
6. Complete disclosure of the Proposer (and each subcontractor included in the Proposer's proposal) of any civil litigation or alternative dispute resolution proceeding to which it is a party and which is pending or was concluded within one year from the date of this RFP publication date.
 - a. This is a continuing disclosure requirement. Any such litigation, arbitration, or other proceeding (collectively, "Proceeding") commencing after submission of a proposal must be disclosed in a written statement to the contact identified within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement 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 180 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. Proposed not-to-exceed fee for professional services.
 - a. All costs should be detailed specifically in Section III; L. Costs of the RFP; Proposer submission should be for a fixed price solution. Costs should be unbundled and separately listed as defined in Section III; L. Costs.
 - b. Proposed hourly billing rates must also be included.

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- c. Expected number of hours needed to meet the Scope of Services over the contract period.
- d. Vendor's response to acceptance of payment schedule with at least 25% holdback of the total contract compensation until final acceptance by the City?
- e. Vendor's response to acceptance of City requirement of a ninety (90) day Acceptance testing period from the date the system is fully operational. Do you agree to a ninety (90) day Acceptance testing period?
- 12. 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.
- 13. Required RFP Forms and Documentation:
 - a. Completed Solicitation Response Form.
 - b. Completed Request for Proposal Conditions Certification (Submittal Letter).
 - c. Completed IT RFP Checklist — Provides a checklist of materials requested to be supplied by the proposing Proposer(s).
 - d. Completed Proposer and Subcontractor Information — Requests specific information about each Proposer who is a party to the proposal. A separate questionnaire should be completed for each Proposer.
 - e. Completed Proposer Experience and Resources — Requests specific information about the Proposer's experience, financial stability, and resources.
 - f. Completed Proposal/Contract Information — Requires additional information regarding the proposal and identifies certain contractual provisions, which the City requires with the successful Proposer.
 - g. Completed Proposer's Hardware and Software Requirements:
 - i. Proposed Solution Architecture — requires a detailed description of the overall proposed solution architecture description including all hardware and software components.
 - ii. Related Hardware and System Software — proposed hardware and related equipment necessary to operate the system. Includes proposed system software.
 - iii. Application Software — requests specific information about the proposed application software.
 - h. Customer Support and Warranty/Maintenance — requests specific information related to customer support & warranty and maintenance services including a matrix to be completed describing all proposed warranty/maintenance services for the application software and hardware. A separate matrix must be completed for each Proposer providing warranty and maintenance services.
 - i. Training & Documentation — requests specific information about the Proposer's training services to be provided, proposed approach, and all documentation (application, system, hardware, etc.) either provided or available internally and externally to the proposed solution.
 - j. Implementation and Project Management — requests specific information about the plan for Business Process Reengineering, project management, and conversion of existing data for the proposed solution.
 - k. Proposed Scope of Work — requests a proposed Scope of Work, with specific information, for the proposed solution.
 - l. Completed Attachment B – Functional and Technical Requirements Matrix.
- 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
 - 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.

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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 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

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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 9:00a.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

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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 successful proposer will be required to enter into a contract with the City of Wichita on a City approved format (example set forth in Attachment A of this RFP, and will include City of Wichita Mandatory Contract Provisions Exhibits A-B). 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. Specific project details (Statement of Work, Milestones, etc) will be negotiated prior to execution of contract. Once the 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 detailed invoice.

Payments for the proposed system shall be based on defined deliverables such as installation and training. No payments will be made in advance of work performed. No less than the remaining balance of twenty-five percent (25%) of the total purchase price shall be due upon final acceptance of the proposed system by the City

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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, 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
Property Damage Liability	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
2. Comprehensive Automobile Liability
All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence
Property Damage Liability	\$1,000,000 Each Occurrence
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Occurrence
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

Required: YES X ___ NO ___

7. Umbrella Liability

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

Required: YES X ___ NO ___

8. Technology Errors & Omissions Liability

\$2,000,000 Each Claim
\$2,000,000 Annual Aggregate

Required: YES X ___ NO ___

9. Cyber/Network Security and Privacy Liability

\$2,000,000 Each Claim
\$2,000,000 Annual Aggregate

For the above requirements for Cyber / Network Security and Privacy Liability and Technology Errors & Omissions Liability can be met by separate policies or a combination of these coverages under one policy form with Minimum Limits of \$4,000,000.00 Each Occurrence and in the Aggregate.

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. 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.

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:
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.

APPLICABILITY OF CITY OF WICHITA OPEN RECORDS AND DISCLOSURE OF PROPOSAL CONTENTS

The City of Wichita is a public entity. As a result, this selection process and any materials submitted pursuant to it may be subject to a variety of public inspection requirements, including, but not limited to, federal and state records disclosure statutes. To promote maximum competition and to protect the public bidding procedure from being used to obtain information that would normally not be available otherwise, the City of Wichita agrees to maintain the confidentiality of trade secrets to the extent allowed by Kansas law. Confidential or trade secret materials must be submitted in response to this RFP in accord with the instructions set forth herein. The obligations of non-disclosure shall not apply to the following:

1. Information which, at the time of disclosure, is public knowledge;
2. Information which, after disclosure, becomes part of the public knowledge by publication or otherwise;
3. Information which was in the possession of the City of Wichita at the time of disclosure and which was not acquired, directly or indirectly by recipient from the disclosing party, and which prior possession can be proven by documentary evidence;
4. Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;
5. Information which is independently developed by City of Wichita personnel not privy to the information.
6. Any material that does not qualify as "confidential" or as a "trade secret" under the provisions of Chapter 60-3320 to 3330 of the Kansas Statutes.

Materials designated as trade secrets must be submitted in a separate, sealed envelope marked "Trade Secret Proposal - Confidential and Proprietary Information - Do Not Disclose Except for Purpose of Evaluating this Proposal" and the same trade secret/confidentiality designation should be stamped on each page of the materials for which trade secrets protection is sought. In submitting a proposal, each respondent to the RFP agrees that the City of Wichita may reveal any trade secret materials contained in their response to all appropriate staff and officials involved in the selection process as well as any outside consultants or third parties hired or retained by the City of Wichita to assist in the selection process.

By submitting a proposal, each respondent to the RFP agrees to indemnify, defend and hold harmless the City of Wichita and each of their officers, employees, and agents from all costs, damages, and expenses incurred by the City of Wichita in connection with a public records or inspection request as to material that the Proposer has designated as confidential. Any Proposer that designates a substantial portion of its response as a trade secret may be disqualified from the selection process.

If the City of Wichita receives a request to disclose materials that have been labeled as a trade secret or confidential by the Proposer, the recipient of the request (the "Recipient") shall provide the Proposer with notice of the request. Within five (5) calendar days of the receipt of this notice, the Proposer must notify the Recipient of whether or not it instructs the Recipient to withhold the materials from public inspection and the Proposer must seek, at its sole cost, appropriate judicial action to prevent the disclosure of the materials. If the Proposer notifies the Recipient to withhold materials from public inspection, said notice must also include a legal justification for why the withheld materials qualify for exemption from the Kansas Open Records Act. If such justification is not provided with the notice to withhold materials, the Proposer acknowledges that the notice shall be void and deemed of no effect and that the Recipient may release the information without penalty. Further, if

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the Proposer does not take action to prevent the disclosure of the materials within a five (5) calendar day period, the Recipient may release the information pursuant to the public records request without any penalty from or liability to the Proposer.

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."

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.

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.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

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 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.

OTHER OBLIGATIONS – IT REQUEST FOR PROPOSAL TERMS AND CONDITIONS

The selected Proposer will be required to enter into a written Agreement with the City using the ***City of Wichita IT Technology Agreement***.

1. Status Reporting - The selected Proposer will be required to facilitate weekly status meetings on site (unless otherwise indicated) and submit status reports covering such items as progress of work being performed, risk status updates, change requests and status, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance. Status reports are to be in Gantt chart format.

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2. Warranty - All equipment, software and workmanship are to be under warranty for a minimum of three years from the date of system acceptance. The warranty shall require the Proposer to be responsible for all cost of parts, labor, field service, and pickup and delivery related to repairs or corrections during the warranty period. There is to be no cost to the City beyond those identified in the proposal.
3. Other - In the final contract, the City seeks to obtain items such as performance guarantees for system availability, response time, capacity, and detailed system acceptance criteria. Some of the specific guarantees required are identified in **Section III; B. Functional Specifications and Technical Requirements** and **Sections III; E. Checklist – K. Scope of Work** of the RFP. The selected Proposer should be prepared to negotiate the inclusion of such items within the scope of services and pricing.
4. Laws to be Observed - The selected Proposer shall keep itself fully informed of and shall observe and comply with all applicable existing State and Federal laws and County and City ordinances, regulations and codes, and those laws, ordinances, regulations and codes adopted during its performance of the work.
5. Liquidated Damages - The City may include in the contract penalty provisions for non-performance. This may include liquidated damages.
6. Current Manufacture - Equipment furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
7. Current Version - "Packaged" application and system software shall be the most current publisher or Proposer's version, as of date of proposal. Beta test versions will not be acceptable.
8. Prior Use - The City reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the City.
9. Availability of Funds - In the event that sufficient funds are not available for the project, the City reserves the right to negotiate the scope of this contract, delay implementation, reject all proposals, or award another type of contract other than that required in this RFP.
10. Errors and Omissions in the RFP - If the City of Wichita becomes aware of an error or omission in this RFP, they will post a notice on the website. If the City of Wichita discovers an error or omission after the proposals are submitted, they may at their discretion proceed or reissue the RFP. Even if they elect to reissue the RFP, the City of Wichita will not be liable for any costs or damages incurred by any Proposer in preparing and submitting the original proposal.
11. Requirement to Meet All Proposal Provisions - Each Proposer shall respond to all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Non-substantial deviations may be considered provided that the Proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by the City at its sole discretion.
12. Objections to RFP Terms - Any objections to or questions about this RFP's terms must be conveyed in writing to the electronic mail address provided in **Section IV; A. Questions and Contact Information** and must be submitted by the deadline outlined in **Section IV; D. Tentative Schedule**.
13. Release and Hold Harmless Agreement - By submitting a proposal, each Proposer agrees to release and hold harmless the City of Wichita and their respective officers, directors, trustees, employees, and agents ("Releasees") from all claims, costs, damages, liabilities or expenses ("Claims") in connection with or arising from the preparation and submission of a response to this RFP, the accuracy or omission of any information furnished in connection with this RFP, the actions of any Releasee in the conduct of this RFP process including evaluation of Proposer's proposal, any economic benefit lost or damages incurred by a Proposer, or any other Claim connected with or arising in any way from the RFP process.

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8. REQUEST FOR PROPOSAL CONDITIONS CERTIFICATION (SUBMITTAL LETTER)

Request For Qualifications Conditions

1. Certification 1- No Unilateral Contact:

The Consultant hereby certifies they are aware that all communications between a Proposer and the City 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.

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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FINANCE DEPARTMENT/PURCHASING DIVISION
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WICHITA.GOV/PURCHASING
WICHITA.GOV/PROCUREMENTPORTAL

S/EBE PARTICIPATION SCHEDULE TEMPLATE

The Bidder/Offeror 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/Offeror 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 _____
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Date ____/____/____

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S/EBE LETTER OF INTENT TEMPLATE

LETTER OF INTENT

Small & Emerging Business Enterprise (S/EBE)

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

Bidder/Officer:

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/officer 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/Officer:

(Signature) _____ (Title) _____ / /
S/EBE Representative (if different than Bidder/Officer): _____ (Date)

(Signature) _____ (Title) _____ / /
_____ (Date)

In the event the bidder/officer 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)

10. APPENDICES: ATTACHMENT A – IT TECHNOLOGY AGREEMENT TEMPLATE

Attachment A – IT Technology Agreement Template

CITY OF WICHITA

Information Technology Agreement for Title of Solicitation Document, Project, Scope of Services

THIS Information Technology Agreement (“Agreement”) for TITLE (“Agreement”), entered into this ____ day of MONTH 2025, by the CITY of WICHITA, KANSAS, a municipal corporation hereinafter referred to as the “CITY” and Name of the Contractor/Vendor, hereinafter referred to as the “CONTRACTOR” and collectively referred to as the “PARTIES”.

WHEREAS, the CITY has sought competitive proposals for the provision of *Title of Solicitation Document, Project, Scope of Services* for its DEPARTMENT Department/TITLE Division and CONTRACTOR has submitted the proposal most beneficial to the CITY and is ready, willing and able to provide the services required by the CITY;

WHEREAS, the CONTRACTOR has represented that it is capable of implementing the Statement of Work as contained herein and the CITY has selected the CONTRACTOR as the offeror most advantageous to the CITY of Wichita; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions:

- A. Acceptance shall mean the approval of all Deliverables by the CIO of the CITY or designated representative.
- B. Anonymous Data shall mean anonymous data that by virtue of the method of collection can never reasonably be connected with the person providing. This data will be limited to aggregate Information relevant to system utilization as associated with the CONTRACTOR’s application implemented for the CITY.
- C. Change Request shall mean the document utilized to request changes or revisions in the Statement of Work.
- D. Chief Information Officer (CIO) shall mean the CIO of the CITY of Wichita or designated representative.
- E. CITY Data shall mean all data created or in any way originating with the CITY, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the CITY that has not been cleared for public release in accordance with applicable CITY statutes, regulations, and policies and is provided by or on behalf of the CITY to the CONTRACTOR or its subcontractor(s), whether such data or output is collected, developed, received, transmitted, used, or stored on the CITY’s hardware, the CONTRACTOR’s hardware or exists in any system owned, maintained or otherwise controlled by the CITY or by the CONTRACTOR.
- F. CITY Identified Contact shall mean the person or persons designated in writing by the CITY to receive Security Incident or breach notification.
- G. CONTRACTOR shall mean the CONTRACTOR and its employees, CONTRACTORs, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.
- H. CONTRACTOR Data Libraries shall mean Information, which may or may not be publicly available, that is selected, gathered and assembled by the CONTRACTOR into compilations in various forms and formats for use with the system components of the licensed application.
- I. Data Breach shall mean the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of the CITY’s Personal Data or Non-Public Data.

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- J. Data at Rest shall mean all data in storage. Data at Rest includes but is not limited to archived data, data which is not accessed or changed frequently, files stored on hard drives, USB thumb drives, files stored on backup tape and disks, and also files stored off-site or on a storage area network (SAN).
- K. Data in Transit shall mean data that is moving across any network such as the Internet, and data that is moving within the confines of private networks such as corporate Local Area Networks (LANs).
- L. Deliverable shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the CONTRACTOR as defined in *Statement of Work (e.g. Paragraph 2)*.
- M. Emergency Support shall mean technical support provided by the CONTRACTOR outside of normal support hours for any problem or issue that is impacting the CITY's ability to conduct business and cannot wait until the next business day to resolve.
- N. Exfiltration shall mean any unauthorized release of data from within an Information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.
- O. Go-Live shall mean the event at which the Software is released by the CONTRACTOR and accepted for production by the CITY. The Go Live date may be amended or modified by mutual specific written agreement between the CONTRACTOR and the CITY as specified in *Change Management (e.g. Paragraph 29)*.
- P. Implementation shall mean the migration of City business practices, operations, and their related processes to plan for the utilization of CONTRACTOR's outlined solution conforming to the City's solicited Request for Proposal, Addenda, CONTRACTOR responses and any subsequent documentation incorporated into this agreement herein. CITY employee/users education, provided CONTRACTOR informational materials, and CONTRACTOR project management team's involvement from Kick Off to Go-Live will be included and encompassing for this definition. Implementation shall begin at the point of commencement of a "Kick Off" meeting and conclude at the point of mutual final acceptance by the CITY and CONTRACTOR.
- Q. Information shall mean any communicable knowledge or documentary material, regardless of its physical form or characteristics.
- R. Information System shall mean a set of Information resources organized for the collection, storage, processing, maintenance, use, sharing, dissemination, disposition, display, or transmission of Information.
- S. Intellectual Property shall mean any and all proprietary Information developed pursuant to the terms of this Agreement.
- T. Know How shall mean all technical Information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- U. Non-Public Data shall mean data, other than personal data, that is not subject to distribution to the public as public Information. It is deemed to be sensitive and confidential by the CITY because it contains Information that is exempt by statute, ordinance or administrative rule from access by the general public as public Information.
- V. Payment Invoice shall mean a detailed, certified and written request for payment of services provided from the CONTRACTOR to the CITY. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted. Payment will be remitted following receipt of a detailed invoice outlining subscription, module, or related fixed subscription/licensure costs. Any payments remitted for non-fixed costs, including installation, maintenance, and/or repair, will itemize costs of labor and materials, outlining hourly rate, number of hours worked, and materials costs. Invoices received that are missing this information will be returned to the vendor for correction.
- W. Personal Data shall mean data that includes Information relating to a person that identifies the person by name and has any of the following personally identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account Information, including account

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number(s), credit or debit card numbers; or any other Information that is linked or linkable to an individual (e.g. date and place of birth, mother's maiden name, address Information such as street address or email address, or other medical, educational, financial, and employment Information).

- X. Project shall mean a process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, Deliverables, and a budget. The Project terminates successfully once the Project scope is achieved, the final Deliverable is received and it is approved by the CITY CIO. The Project terminates unsuccessfully based upon failure of performance under the terms of this Agreement, or upon CITY CIO direction, if termination is required for other reasons including, but not limited to, technical, legal, political, or financial considerations. Under the terms of this Agreement the Project is defined within *Statement of Work (e.g. Paragraph 2)*.
- Y. Project Manager shall mean a qualified person from the CITY responsible for all aspects of the Project. Under the terms of this Agreement, the CITY Project Manager shall be **EMPLOYEE NAME, JOB TITLE** or designated representative.
- Z. Security Incident shall mean the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data the CONTRACTOR believes could reasonably result in the use, disclosure or theft of a CITY's unencrypted Personal Data or Non-Public Data within the possession or control of the CONTRACTOR. A Security Incident may or may not turn into a Data Breach.
- AA. Service Level Agreement (SLA) shall mean an agreement between the CITY and the CONTRACTOR that is subject to the terms and conditions of this Agreement which describes the IT service (people, processes, and technology) to be provided by the CONTRACTOR for the CITY and specifies the goals, responsibilities and outcomes. The SLA shall be incorporated in or referenced directly as an attachment in *Scope of Work, SLA (e.g. Paragraph 2. C. 6)*.
- BB. Software shall mean any software or other products, including the licensed application, delivered or utilized in conjunction with the licensed application under this Agreement.
- CC. Statement of Work shall mean a detailed description of the specific services or tasks the CONTRACTOR is required to perform under this Agreement including the overview, location of work, scope of work, deliverables and payment schedule, measures, incentives and penalties applicable standards, acceptance criteria, and special requirements. This shall be incorporated in *Statement of Work (e.g. Paragraph 2)* of this Agreement or referenced directly as an attachment in *Statement of Work (e.g. Paragraph 2)*.
- DD. Subscription shall mean the annual renewal of Software license(s), and/or technical support services, and/or maintenance support services of the CONTRACTOR's Software.
- EE. [Select applicable type of Service]

Self-Hosted shall mean the capability of the city to use the Contractor's Software running on the City's client-server computing infrastructure. The city manages and controls the underlying infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited Contractor and/or user-specific application configuration settings.

Software-as-a-Service (SaaS) shall mean the capability provided to the city to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The city does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Platform-as-a-Service (PaaS) shall mean the capability provided to the city to deploy onto the cloud infrastructure city-created or –acquired applications created using programming languages and tools supported by the Contractor. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The city does not manage or control the underlying cloud

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infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Infrastructure-as-a-Service (IaaS) shall mean the capability provided to the city to provision processing, storage, networks and other fundamental computing resources where the city is able to deploy and run arbitrary Software, which can include operating systems and applications. The city does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

FF. Additional Services Instances for any CITY requested subsequent customization or CONTRACTOR work outside of this agreement's included Scope of Services will be outlined by CONTRACTOR in a budgetary estimate itemizing projected labor hours, hourly labor cost, materials costs, miscellaneous costs (i.e. – shop supplies, travel time, vehicle charges, etc.). These engagements will be provided by CONTRACTOR following acceptance by CITY of the itemized quote that will Not Be Exceeded without explicit CITY acceptance. Any payments remitted for installation, maintenance, and/or repair will itemize costs of labor and materials, including hourly rate, number of hours worked, and materials costs. These additional services will apply to existing scopes of work that will follow the Change Management process, as defined in **Change Management (e.g. Paragraph 29)**.

2. Statement and Scope of Work:

CONTRACTOR shall provide to the CITY and Complete all services as specified in the following, which Shall serve in Their entirety as the Statement and Scope of Work for this Agreement:

- The City's Request for Proposal No. FP250XXX ("RFP"), including Attachment B to the RFP detailing General System Requirements and outlines the technical requirements of the systems used to carry out the timekeeping and scheduling functions, attached as Exhibit C hereto and incorporated herein;
- CONTRACTOR'S Response to RFP, attached as Exhibit D hereto and incorporated herein; and
- CONTRACTOR'S Response to Timekeeping Interview Agenda Questions ("Interview Questions") and Finalist Questions ("Finalist Questions & Interview Script"), attached as Exhibit E hereto and incorporated herein.

A. Overview.

[Insert a statement describing the purpose for providing goods and/or services associated with this Agreement. Include a description of the requirements in terms of success criteria and appropriate outcomes, measurable performance standards, and acceptable quality levels in terms of allowed or acceptable deviation from defined performance standards will be allowed].

B. Location of Work.

Work will be performed for CITY DEPARTMENT Department at [ENTER the location(s) where services will be performed (e.g. City of Wichita, City Hall 9th Floor, 455 N. Main, Wichita, KS 67202)]. Work may be performed remotely if virtual work does not impede, diminish, or risk product quality implementation & rendering of contractual deliverables.

C. Scope of Work:

1) Kick-off Meeting.

The CONTRACTOR will perform a Project Initiation meeting thirty (30) calendar days prior to the start of the system implementation either through an virtual meeting with the CITY. Prior to the meeting, the CONTRACTOR will forward, via email, the CONTRACTOR's Implementation plan that details the processes and steps including, but not limited to those processes and steps associated with the configuration, testing, and product/system Acceptance that will be completed during the Project. The key tasks include:

- Formally transition and introduce the Project team and their respective responsibilities.

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- Discuss potential risks/issues based upon the CITY's and the CONTRACTOR's experience.
- Review the CONTRACTOR's Implementation plan that outlines the processes and steps.
- Establish the Project schedule including, but not limited to:
 - Milestones
 - Dependencies
 - Contingencies
 - Resources
 - Durations

This schedule shall be created by the CONTRACTOR using a tool/format mutually agreed to by both CONTRACTOR and CITY. Tool/format may be Microsoft Project or Smartsheet] and maintained by the CITY's Project Manager in coordination with the CONTRACTOR's and CITY's Project teams.

2) Communications Plan.

The CONTRACTOR shall create a Communications Plan due fifteen (15) calendar days after completion of the Kick-Off meeting and shall be provided to the CITY in *electronic format (.pdf)*. This plan shall cover methods used to gather and store Information; limits, if any, on who may give direction and to whom; escalations and reporting relationships; list of contact Information; schedule for distribution of Information; weekly status meetings; and a method to update the communications plan as the Project progresses. The Communications Plan will be maintained by the CITY's Project Manager in coordination with the CONTRACTOR's and CITY's Project teams.

3) Progress Meetings.

Progress meetings shall be scheduled every week throughout the Project unless agreed to in advance by all parties to be rescheduled. Attendance by the CONTRACTOR and the CITY is required unless otherwise indicated. These meetings shall include:

- Progress Updates
- Milestones Achieved
- Milestones Missed
- Future Milestones
- Dependencies
- Issues
- Risks
- Project Communications
- Actions Review

4) Training and Documentation.

The CONTRACTOR shall provide training updates to the CITY's staff to acquaint them with new or changed functionality and capabilities resulting from enhancements, major or minor revision releases, or maintenance/bug fixes which directly or indirectly impact the licensed application and the CITY's configuration and use thereof.

The CONTRACTOR shall provide training material updates for any changes occurring as a result of application enhancements, major or minor revision releases, or maintenance/bug fixes which directly or indirectly impact the [Name of System or Application] software applications and the CITY's configuration and use thereof.

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The CONTRACTOR shall update all related [Name of System or Application] software applications documentation as a result of enhancements or major or minor revision releases which directly or indirectly impact the [Name of System or Application] software applications and the CITY's configuration and use thereof.

5) Application License.

CONTRACTOR hereby grants the CITY a non-exclusive, royalty free license to use [Name of System or Application] software applications and any and all upgrades / updates, bug fixes / corrections and revisions which may occur during the term of the Agreement.

Configuration or customization of the application made according to the CITY's requirements will be performed by the CONTRACTOR. Ongoing maintenance of these configurations or customizations will be provided by the CONTRACTOR to maintain continued compatibility with the [Name of System or Application] software applications as upgrades / updates, bug fixes / corrections, or revisions occur to the application.

The CONTRACTOR will own in its entirety such configuration development and the Intellectual Property related to the CONTRACTOR's application; however the CITY shall have a non-exclusive, royalty free license to use such works from the date that such work is completed and released to the CITY.

The CITY shall own all right, title, and interest to all CITY Data entered into the licensed application by any user who is or has been authorized and licensed to use the application. The CONTRACTOR shall own all right, title, and interest in any Anonymous Data. Upon request, the CONTRACTOR shall provide copies of the Anonymous Data to the CITY in the format requested for no additional charge.

All archival and backup copies of the application are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

The CONTRACTOR must uphold the Agreement and all the terms therein which includes the [Name of System or Application] software applications and all Deliverables as set forth in Paragraph 2.D. If the CONTRACTOR 1) breaches the Agreement; 2) ceases to do business; or 3) this Agreement is terminated by either party as defined in **Termination (e.g. Paragraph 6)**, the CONTRACTOR shall provide the CITY with a one (1) year license Subscription that the CITY may or may not exercise. If the CONTRACTOR is not able to or does not provide said license Subscription, the CONTRACTOR shall make available to the CITY:

- a) The latest available licensed application program source code, compiler, utilities, and related documentation necessary for the continued operation and maintenance of the application as meant for the licensed application provided or developed under this Agreement by the CONTRACTOR and listed as part of the purchased system. The source code, compiler, utilities, and related documentation shall be provided on CD or via an Electronic Data Transfer to the CITY.
- b) All related documentation for Software developed by third parties to the extent that the CONTRACTOR is authorized to disclose such Software. In such circumstances, the CITY shall have an unlimited right to use, modify and copy the source code and documentation.

A five (5) Year License, and/or Support, and/or Maintenance Subscription may be renewed annually after the five (5) Year initial term has passed for up to five (5) additional - one (1) year options to renew **Deliverables and Payment Schedule (e.g. Paragraph 2.D)**. Users are defined as CITY employees or partners and vendors who work with the CITY. Each license includes full use of the [Name of System or Application] software applications. Also included is all hosting, operation, maintenance and data back-up, unlimited support by phone, email, or web based.

6) Restrictions on Application Use.

The CITY shall not, directly or by permitting any third party to: 1) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the licensed application; 2) modify, adapt, create derivative works based upon, or translate the licensed application or any portion thereof; 3) resell, distribute, or otherwise grant any rights in licensed application or any portion thereof to any third party, including commercial time-sharing, rental, or service bureau use, or use the licensed application for the benefit of any third party; 4) access the licensed application or any portion thereof other than in connection with the CITY's internal use; or 5) publish or participate with any third party in any performance or benchmark tests or analysis relating to the licensed application or any portion thereof. A portion of the licensed application may be comprised of CONTRACTOR Data Libraries. The CITY acknowledges and agrees that the CONTRACTOR Data Libraries are original works of authorship created, developed and maintained by CONTRACTOR at great expense and that, in addition to being subject to the foregoing restrictions 1) through 5) and applicable copyright laws, are confidential Information of the CONTRACTOR that may only be used by the CITY for its internal use in conjunction with the use of the application components of the licensed application on the terms set forth in this Agreement.

7) Service Level Agreement (SLA):

[The SLA shall be incorporated in or referenced directly as an attachment in this paragraph. Categories listed below shall, at a minimum be included.]

- a) Service Description. [Define the service(s) to be provided to the CITY by the CONTRACTOR based on the use of IT and support of the CITY's business processes. Include service name, description, and desired outcomes in terms of utility and warranty.]

The CONTRACTOR shall provide [Enter description of services to be provided as part of the SLA].

- b) Service Hours. The CONTRACTOR's shall provide support services during the period of [ENTER support period (i.e. Sunday through Saturday from 7:00 AM to 7:00 PM CT)]. Emergency or afterhours support services shall be provided during the period of [Enter emergency support period (i.e. 7:00 PM to 7:00 AM CT)].
- c) Service Availability. The CONTRACTOR shall be available for support during the defined Service Hours as stated in Subparagraph 2. C. 6) b). [Define any specific requirements or limitations that relate to availability such as excluding availability during holidays]. The CITY shall first attempt to resolve any problem relating to the [Name of System or Application] by referring to the CONTRACTOR provided documentation. The CITY shall report to the CONTRACTOR any discrepancies between the [Name of System or Application] and the CONTRACTOR provided documentation.
- d) Reliability. [Define the measure of how long an IT Service can perform its agreed function without interruption. Usually measured as Mean Time Between Failure (MTBF) or Mean Time Between System/Service Incidents (MTBSI). Reliability can also be used to state how likely it is that a process, function, etc., will deliver its required outputs.]
- e) Acquisition and Operation. The CONTRACTOR shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibility of the CONTRACTOR. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to CITY as defined in [ENTER paragraph number for Service Level Agreement (e.g. Paragraph 2. C. 6))].

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- f) Communication. [Define the communication plan between CITY and CONTRACTOR including responsible contacts and contact details, procedures for handling exceptions and complaints, satisfaction surveys, and service reviews.]
- g) Service Performance. [Define the service objectives and goals and the reports that will be produced by the CONTRACTOR, for the CITY, which communicates the comparison of actual service performance to service goals.]
- h) Types and Levels of Support. [Define the types and levels of support including service or process to be supported, responsibilities of CONTRACTOR, CITY, and service users, times (reaction and resolution), and commitments (availability targets, capaCITY performance, and service continuity).]
- i) Measures, Incentives and Penalties. [Define the performance metrics to measure agreed upon service performance standards and any incentives or penalties that will be imposed should the goals or expectations be met or not met.]
- j) Change Management Procedure. The Change Management Procedure is specified in **29. Change Management** (e.g. Paragraph 29.) of this Agreement.
- k) Security. [Define the security aspects to be observed when using the service (if applicable, references to relevant security policies).]
- l) Glossary. [Define, as necessary, the terms and abbreviations applicable to the SLA NOT currently incorporated in this Agreement.]
- m) Amendments. [Location to track change history for the SLA.]
- n) Exclusions. No support shall be available, and the CONTRACTOR shall not be liable, for: (i) problems, errors, or Bugs resulting from configuration or faults in the CITY's computer or network operating systems or any third party software; (ii) hardware malfunctions, including cables, ports, printers, disk drives, etc.; or (iii) modifications made to the licensed application by a party other than the CONTRACTOR.
- o) Cost/Pricing. [Define, if applicable, the cost for the service provision(s) and rules for penalties and or charge backs.]

D. Deliverables and Payment Schedule.

[LIST specific Deliverable(s), due date(s), and associated payment schedule]

The due dates and payment schedule of the Deliverable(s) or otherwise, as set forth in **Deliverables and Payment schedule** (e.g. **Paragraph 2.D**) shall not be altered or waived by the CITY without prior written approval, through the Change Management process, as defined in **Change Management** (e.g. **Paragraph 29**).

E. Measures, Incentives and Penalties.

[Define the performance metrics to measure agreed upon performance standards and any incentives or penalties that will be imposed should the goals or expectations be met or not met.]

F. Applicable Standards.

[Describe any industry specific standards that need to be adhered to in fulfilling the Agreement.]

G. Acceptance Criteria.

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[Identify each Deliverable that has specific criteria, standards, specifications, or requirements that must be satisfied for acceptance. Include the criteria, standards, specifications, or requirements for each identified deliverable.]

Acceptance of Deliverables is defined in *Acceptance of Deliverables (e.g. Paragraph 4.)*.

H. Special Requirements.

[Specify any special hardware or software required, specialized workforce requirements, such as degrees or certifications for personnel, travel requirements, and anything else not covered in the Agreement that if overlooked would pose problems or create unnecessary risk for the completion of the specific services, tasks, or Deliverables.]

- 1) Data Center Audit. The CONTRACTOR shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The CONTRACTOR may remove its proprietary Information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- 2) Business Continuity and Disaster Recovery. The CONTRACTOR shall provide a business continuity and disaster recovery plan upon request and ensure that the CITY's recovery time objective (RTO) of XXX hours/days is met. (XXX shall be negotiated by both parties.)

The CONTRACTOR shall only use the CITY's Privileged Access Management (PAM) solution and associated process for access to all on-premise city systems.

- 3) Compliance with Accessibility Standards. The CONTRACTOR shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
- 4) Web Services. The CONTRACTOR shall use Web services exclusively to interface with the CITY's data in near real time when possible.

3. Compensation:

A. Compensation Schedule.

The CITY shall pay to the CONTRACTOR based upon fixed prices for each Deliverable, per the schedule outlined in *Deliverables and Payment schedule (e.g. Paragraph 2.D)*.

B. Payment.

The CITY shall pay to the CONTRACTOR for services satisfactorily performed based upon Deliverables, milestones, and budget, with such compensation not to exceed the terms below.

License Costs: XXXXXXXXXXXXXXXX dollars and no cents (\$X,XXX,XXX) for application software for an aggregate five (5) year total (\$XXX,XXX annually) which will include the provision of licenses for all active City of Wichita employees. Licenses include the [Name of System or Application] to operate said software applications as outlined in the CONTRACTORS response submission for RFP number 250XXX.

Implementation Costs, including related training services, will not exceed \$XX,XXX.XX. This amount will cover all travel-related costs for implementation and encompass the entire period of Implementation & Training Services.

Hardware/Software Costs. Hardware and their required Software to operate will be at a rate as shown below for the initial term.

- | | |
|---|-----------------|
| ▪ TCP Promximity (RFID) Time Clock: | \$X,XXX.XX/each |
| ▪ TCP Proximity (RFID) Time Clock with Camera: | \$X,XXX.XX/each |
| ▪ TCP Biometric Finger Time Clock: | \$X,XXX.XX/each |
| ▪ TCP Biometric Finger Time Clock with Proximity (RFID) Reader: | \$X,XXX.XX/each |
| ▪ RDT Peripheral Option: Battery Backup: | \$ XXX.XX/each |
| ▪ RDT Peripheral Option: POE Adaptor: | \$ XXX.XX/each |

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- **RDT Peripheral Option: WiFi Adaptor:** \$ XXX.XX/each
- **Shipping Charges (for the items stated above):** \$ XX.XX/each
- **Annual Hardware Maintenance, & Support*:** \$ XXX.XX/time clock

**Annual Hardware Maintenance, & Support to include "Overnight Expedited Shipping" & time clock replacement delivery if CONTRACTOR's notification occurs prior to 5:00pm Central Time (CST; CDT).*

This amount is a maximum and not a guarantee that the work assigned to CONTRACTOR to be performed under this Agreement shall equal the amount stated herein. In no event will the CONTRACTOR be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the CONTRACTOR's designated mailing address. Payment shall be tendered to the CONTRACTOR within thirty (30) days of the date of written Certification of Acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The CITY shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. All Payment Invoices MUST BE received by the CITY no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Consumer Price Index (CPI).

Agreement prices for hardware, Software, and/or service will remain firm through end of the Agreement Term pursuant to Paragraph 5.

CONTRACTORS must request price adjustments, in writing, 30 calendar days prior to the renewal or termination date of the Agreement. If a CONTRACTOR fails to request a price adjustment, no price adjustment request will be permitted until 30 calendar days prior to the next or following renewal or termination date of the Agreement. No retroactive Agreement price adjustments will be allowed.

The CONTRACTOR shall provide the CITY CIO clear and convincing evidence, satisfactory to the CITY, that all of the following conditions exist:

- The increase is the result of increased costs outside the CONTRACTOR's control and not cost under the CONTRACTOR's control, and that;
- The increase will not produce a higher profit margin for the CONTRACTOR than that on the original Agreement.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, and Wichita MSA as defined by the Federal Government for the prior 12 months.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December 2025; and each (January through June OR July through December 2030 (six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate.

D. CONTRACTOR Reimbursable Expenses.

Any expenses outside of initial Implementation and Training costs for new client/customer onboarding will follow reimbursable expenses generated by CITY's request for additional services to include coach class air fare, airport parking, economy class vehicle rental, cab, or public transportation, parking and tolls, fuel, reasonable lodging and meals, excluding alcohol, and other travel incidentals required to fulfill the Agreement. The CONTRACTOR shall provide the CITY with an estimate of reimbursable expenses for approval prior to any scheduled travel. Upon completion or execution of the prior-approved travel, the CONTRACTOR shall

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submit an invoice to the CITY CIO for actual expenditures incurred and shall attach receipts to the invoice requesting reimbursement, as backup for accounting purposes.

4. Acceptance of Deliverables:

A. Submission.

Upon completion of agreed upon Deliverables as set forth in Deliverables and Payment schedule (e.g. Paragraph 2.D), CONTRACTOR shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the CITY Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Deliverables and Payment schedule (e.g. Paragraph 2.D).

B. Acceptance.

The CITY CIO in conjunction with the CITY Project Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been accepted, in writing, by the CITY CIO. In order to accept the Deliverable, the CITY CIO, in conjunction with the CITY's Project Manager, will assess the Deliverable and determine, at a minimum, that the Deliverable:

- 1) Complies with the Statement of Work as set forth in Statement of Work (e.g. Paragraph 2.);
- 2) Complies with the terms and conditions of the CITY's solicitation;
- 3) Complies with the Deliverable requirements as set forth in Deliverables and Payment schedule (e.g. Paragraph 2.D).
- 4) Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
- 5) Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable by the CITY CIO, in conjunction with the CITY Project Manager, the CITY CIO will notify the CONTRACTOR of Acceptance, in writing, within fifteen (15) business days from the date the CITY Project Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection.

Unless the CITY CIO gives notice of rejection within the fifteen (15) business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable, fifteen (15) days from the date the CITY Project Manager receives the Deliverable(s) and accompanying Payment Invoice, the CITY Project Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the CONTRACTOR will have fifteen (15) business days to resubmit the Deliverable to the CITY Project Manager with all appropriate corrections or modifications made and/or addressed. The CITY CIO, in conjunction with the CITY Project Manager, will again determine whether the Deliverable(s) is Acceptable under and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable and thus rejected, the CONTRACTOR will be required to provide a correction plan that shall include a timeline for action acceptable to the CITY CIO. The CONTRACTOR shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the CONTRACTOR shall be deemed as in breach of this Agreement. The CITY may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the CITY may terminate this Agreement.

5. Agreement Term.

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY ALL PARTIES. This Agreement shall terminate on **February 1, 2036**, unless terminated pursuant to Paragraph 6. No Agreement term, including extensions and renewals, shall exceed ten years unless expressly amended by both parties.

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6. Termination:

This Agreement may be terminated as follows:

A. General.

By either Party upon written notice to be delivered to the other party not less than sixty (60) calendar days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the CITY's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONTRACTOR's receipt of the notice of termination, if the CITY is the terminating party, or the CONTRACTOR's sending of the notice of termination, if the CONTRACTOR is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The CONTRACTOR shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the CONTRACTOR if the CONTRACTOR becomes unable to perform the services contracted for, as determined by the CITY or if, during the term of this Agreement, the CONTRACTOR or any of its officers, employees or agents is indicted for fraud, embezzlement or other crimes due to misuse of state funds or due to the Appropriations paragraph herein.

B. Right to Cure.

- 1) As to the CONTRACTOR, the Notice of Termination shall include a description of the nonconformance or nonperformance by the CONTRACTOR. The Notice of Termination may include a period of fifteen (15) calendar days from date of Notice of Termination, for the CONTRACTOR to respond to the CITY to address the nonconformance or nonperformance of the Agreement that includes a Correction Plan and a Schedule for implementation of the Correction Plan. If the proposed Correction Plan and Schedule is acceptable to the CITY, the CITY shall notify the CONTRACTOR and the Notice of Termination shall be on hold pending satisfactory completion of the correction plan. If the Correction Plan and schedule are not met, the CITY shall re-issue the Notice of Termination.
- 2) As to the CITY, the Notice of Termination shall include a description of the nonconformance or nonperformance by the CITY. The Notice of Termination may include a period of fifteen (15) calendar days from date of Notice of Termination, for the CITY to respond to the CONTRACTOR to address the nonconformance or nonperformance of the Agreement that includes a Correction Plan and a Schedule for implementation of the Correction Plan. If the proposed Correction Plan and Schedule is acceptable to the CONTRACTOR, the CONTRACTOR shall notify the CITY and the Notice of Termination shall be on hold pending satisfactory completion of the correction plan. If the Correction Plan and schedule are not met, the CONTRACTOR shall re-issue the Notice of Termination.

7. Termination Management:

A. CONTRACTOR.

In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the CONTRACTOR shall:

- 1) Transfer, deliver, and/or make readily available to the CITY property in which the CITY has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the CITY;
- 2) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the CITY;
- 3) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the CITY may direct, for orderly completion and transition;
- 4) Take such action as the CITY may direct, for the protection and preservation of all property and all records related to and required by this Agreement;

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- 5) Agree that the CITY is not liable for any costs arising out of termination and that the CITY is liable only for the costs of Deliverables Accepted prior to the termination of the Agreement;
- 6) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of CITY programs;
- 7) In the event that this Agreement is terminated due to the CONTRACTOR's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the CITY's receipt of government (federal, state, or local) program funds or grants, the CONTRACTOR shall remit to the CITY the full amount of the reduction.
- 8) Should this Agreement terminate due to the CONTRACTOR's default, the CONTRACTOR shall be paid for the work completed and accepted to the date of the termination. Any remaining Agreement funds shall be used to procure a new CONTRACTOR. If the new Agreement to complete the work exceeds the funds remaining on the terminated Agreement, the CONTRACTOR agrees to reimburse the CITY for the difference between the balance remaining on the terminated Agreement and the new Agreement BUT IN NO EVENT SHALL THE CONTRACTOR BE OBLIGATED TO PAY AN AMOUNT THAT EXCEEDS THE AGGREGATE OF 200% OF THE FEES PAID UNDER THIS AGREEMENT AS STIPULATED IN LIABILITY (e.g. PARAGRAPH 33).
- 9) In the event this Agreement is terminated for any reason or prior to term expiration, the CONTRACTOR shall, within five (5) business days of receiving or sending the notice of termination or sixty (60) business days prior to the term expiration date, provide to the CITY CIO at no additional cost a system/Software transition plan that includes a transition schedule, transition tasks and activities, resource requirements, acceptance criteria, management controls, risks and contingencies, transition team Information, and a transition impact statement (to include, but not limited to, performance requirements, system availability, security requirements, expected response times, system backups, expected transaction rates, initial storage requirements with expected growth rate, as well as help desk support requirements). Upon acceptance of the system/Software transition plan by the CITY CIO the CONTRACTOR shall, within ninety (90) business days and at no additional cost, transfer all data files and digital content, Software, documentation, Know How, Intellectual Property and other materials, whether provided by the CITY or created by the CONTRACTOR under this Agreement, to the CITY, including but not limited to, the CITY's data libraries and related passive/active data dictionaries, data description specifications, all current user, administrator, and operational documentation, and functional technical descriptions of each program and data flow diagrams.
- 10) Not take any action to intentionally erase or destroy any CITY Data or digital content until the CITY has received or retrieved its data or digital content as defined in the system/Software transition plan.
- 11) The CITY shall be entitled to any post-termination assistance made available with respect to the services provided under this Agreement unless otherwise defined and established in the system/Software transition plan.
- 12) After termination of the Agreement and completion of the system/Software transition plan, the CONTRACTOR shall have no obligation to maintain or provide any CITY Data or digital content in its possession or under its control. The CONTRACTOR shall, unless legally prohibited, permanently delete, destroy, and securely dispose of all CITY Data and digital content according to National Institute of Standards and Technology (NIST) approved methods defined in NIST Special Publication 800-88 Revision 1, December 2014 or current version. Certificates of destruction shall be provided to the CITY.

B. CITY.

In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the CITY shall:

- 1) Retain ownership of all work products and documentation created pursuant to this Agreement; and

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- 2) Pay the CONTRACTOR all amounts due for services Accepted prior to the effective date of such termination or expiration.

8. **Data Protection.**

[Select applicable type of Service]

Self-Hosted.

The Contractor shall safeguard the confidentiality, integrity and availability of city Information to which the Contractor has access and comply with the following conditions:

- A. The Contractor shall implement and maintain industry standard administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Personal Data and Non-Public Data while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability to and application of security-relevant Software upgrades, patches, service-packs, and hot fixes and be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- B. All data obtained by the Contractor in the performance of this Agreement shall become and remain the property of the city.
- C. Unless otherwise stipulated, Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. This Agreement will specify which party is responsible for encryption and access control of the City Data for the services under Agreement. If the Agreement is silent, then the city is responsible for encryption and access control.
- D. At no time shall any data or processes — that either belong to or are intended for the use of the city or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the city.
- E. The Contractor shall not use any Information collected in connection with the services performed under this Agreement for any purpose other than fulfilling those services.

Software-as-a-Service (SaaS).

The Contractor shall safeguard the confidentiality, integrity and availability of City Information and comply with the following conditions:

- A. The Contractor shall implement and maintain appropriate administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Personal Data and Non-Public Data while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability to and application of security-relevant Software upgrades, patches, service-packs, and hot fixes and be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- B. All data obtained by the Contractor in the performance of this Agreement shall become and remain the property of the city.
- C. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the Service Level Agreement (SLA), or otherwise made a part of this Agreement.
- D. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at Rest and Data in Transit. The city shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Agreement.
- E. At no time shall any data or processes — that either belong to or are intended for the use of the city or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the city.

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- F. The Contractor shall not use any Information collected in connection with the services performed under this Agreement for any purpose other than fulfilling those services.

Platform-as-a-Service (PaaS). or Infrastructure-as-a-Service (IaaS).

The Contractor shall safeguard the confidentiality, integrity and availability of City Information within its control and comply with the following conditions:

- A. The Contractor shall implement and maintain appropriate administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Personal Data and Non-Public Data while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability to and application of security-relevant Software upgrades, patches, service-packs, and hot fixes and be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- B. All data obtained by the Contractor within its control in the performance of this contract shall become and remain the property of the city.
- C. Unless otherwise stipulated, Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. The SLA or Agreement will specify which party is responsible for encryption and access control of the City Data for the services performed under this Agreement. If the SLA or the Agreement are silent, then the city is responsible for encryption and access control.
- D. Unless otherwise stipulated, it is the city's responsibility to identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Agreement.
- E. At no time shall any data or processes — which either belong to or are intended for the use of the city or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the city.

9. Data Location.

The CONTRACTOR shall provide its services to the CITY and its end users solely from data centers in the U.S. Storage of CITY Data at Rest and in transit shall be located solely in data centers in the U.S. The CONTRACTOR shall not allow its employees, CONTRACTORS, subcontractors, agents and affiliates to store CITY Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The CONTRACTOR shall permit its employees, CONTRACTORS, subcontractors, and agents and affiliates to access CITY Data remotely only as required to provide technical support. The CONTRACTOR shall provide technical user support on a 24/7/365 basis unless defined otherwise in this Agreement.

10. Security Incident or Data Breach Notification.

[Select applicable type of Service – **Remove if not applicable.**]

Software-as-a-Service (SaaS).

The Contractor shall inform the City of any Security Incident or Data Breach.

A. Incident Response.

The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in this Agreement. Discussing Security Incidents with the City should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in this Agreement.

In the event of a Security Incident or Data Breach involving CITY Data, CONTRACTOR shall:

- Immediately take all necessary steps to contain and mitigate the breach;
- Preserve all evidence related to the breach for investigative purposes;
- Assign qualified personnel to coordinate directly with CITY until remediation is complete; and

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- Implement corrective measures to prevent recurrence, including security control enhancements, system patching, and employee retraining, as applicable.

B. Security Incident Reporting Requirements.

The Contractor shall report a Security Incident to the appropriate City Identified Contact immediately as defined in the SLA.

C. Breach Reporting Requirements.

If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any City content that is subject to applicable Data Breach notification law, the Contractor shall (1) promptly notify the appropriate City Identified Contact within 4 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

D. Contents of the breach report.

The breach report shall include, at a minimum, the following Information:

- Applicable dates (date of compromise and/or date of discovery).
- Threat methodology (all known resources used such as Internet Protocol (IP) addresses, domain names, software tools, etc.).
- An account of what actions the intruder(s) may have taken on the victim system/network, and what Information may have been accessed.
- A description of the roles and function of the threat-accessed systems.
- Potential impact on City programs or Information and an initial list of impacted City programs or Information.
- Contractor actions to support forensic analysis and damage assessment.

Platform-as-a-Service (PaaS).

The Contractor shall inform the City of any Security Incident or Data Breach related to City Data within the possession and control of the Contractor and related to service provided under this Agreement.

A. Incident Response.

The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in this Agreement. Discussing Security Incidents with the City should be handled on an urgent as-needed basis, as part of the Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in this Agreement.

In the event of a Security Incident or Data Breach involving CITY Data, CONTRACTOR shall:

- Immediately take all necessary steps to contain and mitigate the breach;
- Preserve all evidence related to the breach for investigative purposes;
- Assign qualified personnel to coordinate directly with CITY until remediation is complete; and
- Implement corrective measures to prevent recurrence, including security control enhancements, system patching, and employee retraining, as applicable.

B. Security Incident Reporting Requirements.

Unless otherwise stipulated, the Contractor shall immediately report a Security Incident related to its services under this Agreement to the appropriate City Identified Contact as defined in the SLA.

C. Breach Reporting Requirements.

If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any City content that is subject to applicable Data Breach notification law, the Contractor shall (1) promptly notify the appropriate City Identified Contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

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Infrastructure-as-a-Service (IaaS).

The Contractor shall inform the City of any Security Incident or Data Breach related to City Data within the possession or control of the Contractor and related to the service provided under this Agreement.

A. Security Incident Reporting Requirements.

Unless otherwise stipulated, the Contractor shall immediately report a Security Incident related to its service under the Agreement to the appropriate City Identified Contact as defined in the SLA.

In the event of a Security Incident or Data Breach involving CITY Data, CONTRACTOR shall:

- Immediately take all necessary steps to contain and mitigate the breach;
- Preserve all evidence related to the breach for investigative purposes;
- Provide CITY with full access to relevant logs, system records, and impacted environments;
- Assign qualified personnel to coordinate directly with CITY until remediation is complete; and
- Implement corrective measures to prevent recurrence, including security control enhancements, system patching, and employee retraining, as applicable.

B. Breach Reporting Requirements.

If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any City content that is subject to applicable Data Breach notification law, the Contractor shall (1) promptly notify the appropriate City Identified Contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

11. Breach Responsibilities.

This paragraph only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of the CONTRACTOR.

- A. The CONTRACTOR, unless stipulated otherwise, shall immediately notify the appropriate CITY Identified Contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a Security Incident.
- B. The CONTRACTOR, unless stipulated otherwise, shall promptly notify the appropriate CITY Identified Contact within two (2) hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. The CONTRACTOR shall (1) cooperate with the CITY as reasonably requested by the CITY to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- C. Unless otherwise stipulated, if a Data Breach is a direct result of the CONTRACTOR's breach of its Agreement obligation to encrypt Personal Data or Non-Public Data or otherwise prevent its release, the CONTRACTOR shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$244 per record/person - 2017) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by CONTRACTOR based on root cause; all [(1) through (5)] subject to this Agreement's limitation of liability.
- D. If the breach is determined to have been caused by the CONTRACTOR's failure to comply with its contractual or legal obligations, CONTRACTOR shall bear all reasonable costs associated with:
- Investigating the breach;

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- Notifying affected individuals and regulatory authorities;
 - Providing credit monitoring or identity theft protection services, if required; and
 - Any regulatory fines, penalties, or settlements resulting from the breach.
- E. The Vendor shall fully cooperate with CITY, law enforcement, and regulatory agencies during all phases of the investigation and remediation process. CONTRACTOR shall not communicate with media or affected individuals regarding the breach without the CITY's prior written consent, unless such communication is legally required.
- F. Following a breach, the CONTRACTOR shall conduct enhanced monitoring of its systems and provide CITY with regular status updates for a period of no less than 90 days, or as otherwise agreed in writing.

12. Notification of Legal Requests.

The CONTRACTOR shall contact the CITY upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the CITY's data under this Agreement, or which in any way might reasonably require access to the data of the CITY. The CONTRACTOR shall not respond to subpoenas, service of process and other legal requests related to the CITY without first notifying the CITY, unless prohibited by law from providing such notice.

13. Background Checks.

The CONTRACTOR shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of this Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The CONTRACTOR shall promote and maintain an awareness of the importance of securing the CITY's data and digital content among the CONTRACTOR's employees and agents.

14. Access to Security Logs and Reports.

The CONTRACTOR shall provide reports to the CITY in a format as agreed to by both the CONTRACTOR and the CITY. Reports shall include latency statistics, user access, user access IP address, API calls for the CITY's account including the source IP address of the API caller, the request parameters and the response elements returned, user access history and security logs for all CITY Data and digital content related to this Agreement. The reports shall be sufficient to enable the CITY to perform security analysis, resource change tracking and compliance auditing.

15. Contract Audit.

The CITY may audit performance under this Agreement to ensure conformance to the Agreement terms. The CITY may perform this audit or contract with a third party at its discretion and at the CITY's expense.

16. Change Control and Advance Notice.

The CONTRACTOR shall give advance notice to the CITY of any upgrades (e.g., major upgrades, minor upgrades, system changes, etc.) that may impact hardware/Software requirements, system or application service availability and performance or impact of services provided as part of this Agreement.

17. Security.

The CONTRACTOR shall disclose its non-proprietary security processes and technical limitations to the CITY such that adequate protection and flexibility can be attained between the CITY and the CONTRACTOR. For example: virus checking and port sniffing — the CITY and the CONTRACTOR shall understand each other's roles and responsibilities.

The CONTRACTOR shall provide access to Security Logs and Reports including:

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A. Right of Access.

The CONTRACTOR shall maintain detailed and accurate security logs, audit trails, and related reports documenting access to, and activity within, systems containing CITY Data. Such logs shall include, at a minimum, user login attempts, administrative changes, data exports, system configuration changes, and security event alerts.

B. Availability.

Upon request, CONTRACTOR shall provide CITY with copies of security logs and reports relevant to the Services provided under this Agreement, including but not limited to:

- System access logs;
- Incident detection and response reports;
- Vulnerability scan and penetration testing results; and
- Compliance audit reports (e.g., SOC 2, ISO 27001, FedRAMP).

C. Retention Period.

CONTRACTOR shall retain all security logs and audit trails for a minimum of 12 months from the date of creation, unless a longer period is required by applicable law or regulation. Logs related to a suspected or confirmed Security Incident or Data Breach shall be preserved until CITY provides written authorization for their disposal.

D. Confidentiality.

CITY agrees that any proprietary or sensitive information contained in security logs or reports will be handled in accordance with the confidentiality provisions of this Agreement, and shall not be disclosed to any third party without the CONTRACTOR's written consent, except as required by law or court order.

E. No Restriction on Oversight.

CONTRACTOR shall not impose contractual limitations that restrict the CITY's ability to review, audit, or otherwise verify the adequacy of the CONTRACTOR's security controls through the provision of logs and reports.

18. Non-disclosure and Separation of Duties.

The CONTRACTOR shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of CITY Data to that which is absolutely necessary to perform job duties.

19. Import and Export of Data.

The CITY shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the CONTRACTOR. This includes the ability for the CITY to import or export data to/from other CONTRACTORS.

20. Subcontractor Disclosure.

The CONTRACTOR shall identify all of its strategic business partners related to services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the CONTRACTOR, and who shall be involved in any application development and/or operations.

21. Encryption of Data.

Encryption keys shall be generated, stored, rotated, and destroyed in accordance with industry standards and the Vendor's documented key management policy. Access to encryption keys shall be strictly limited to authorized personnel with a business need-to-know and protected using multi-factor authentication.

A. Data at Rest.

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The CONTRACTOR shall ensure encryption of Personal Data and Non-Public Data within the CONTRACTOR's possession or control is consistent with validated cryptography standards as referenced in Federal Information Processing Standard (FIPS) 140 Publication Series.

CONTRACTOR shall encrypt all CITY Data at rest and in transit using encryption protocols and algorithms that meet or exceed industry best practices, including but not limited to AES-256 for data at rest and TLS 1.2 (or higher) for data in transit. Encryption keys must be stored and managed securely in compliance with NIST SP 800-57 and NIST SP 800-130 guidelines.

B. Data in Transit.

The CONTRACTOR shall ensure all Personal Data and Non-Public Data is encrypted when transmitted across networks to protect against eavesdropping of network traffic by unauthorized users. In cases where source and target endpoint devices are within the same protected subnet, Personal Data and Non-Public Data transmission must still be encrypted due to the potential for high negative impact of a covered Data Breach. The types of transmission may include client-to-server, server-to-server communication, as well as any data transfer between core systems and third party systems.

- 1) Where an endpoint device is reachable via web interface, web traffic must be transmitted over Secure Sockets Layer (SSL), using only strong security protocols, such as Transport Layer Security (TLS).
- 2) Non-web transmission of Personal Data and Non-Public Data should be encrypted via application level encryption.
- 3) Where the application database resides outside of the application server, the connection between the database and application should also be encrypted using Federal Information Processing Standard (FIPS) compliant cryptographic algorithms referenced in FIPS Publication 197.
- 4) Where application level encryption is not available for non-web Personal Data and Non-Public Data traffic, network level encryption such as Internet Protocol Security (IPSec) or SSH tunneling shall be implemented.
- 5) Email is not secure and shall not be used to transmit Personal Data and Non-Public Data.

C. Data in Backups.

All CITY Data contained in backup systems, including disaster recovery sites, shall be encrypted using the same encryption standards as production data.

D. Portable Media and Mobile Devices.

Any CITY Data stored on portable media (e.g., USB drives, DVDs) or mobile devices shall be encrypted using full-disk encryption that meets or exceeds FIPS 140-2 standards.

E. Compliance Verification.

Upon request, CONTRACTOR shall provide CITY with documentation or independent audit reports verifying compliance with the encryption requirements set forth in this Agreement.

22. Intellectual Property.

CONTRACTOR hereby acknowledges and grants to the CITY a non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

23. Intellectual Property Indemnification.

The CONTRACTOR shall defend, at its own expense, the CITY, and/or any other body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the CITY based upon CONTRACTOR's trade secret infringement relating to any product

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or services provided under this Agreement, the CONTRACTOR agrees to reimburse the CITY for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the CITY shall:

- 1) Give the CONTRACTOR reasonable written notice of its notification of any claim;
- 2) Allow the CONTRACTOR to control the defense and settlement of the claim; and
- 3) Cooperate with the CONTRACTOR, in a reasonable manner, to facilitate the defense or settlement of the claim.

A. CITY Rights.

If any product or service becomes, or in the CONTRACTOR's opinion is likely to become, the subject of a claim of infringement, the CONTRACTOR shall, at its sole expense:

- 1) Provide the CITY the right to continue using the product or service and fully indemnify the CITY against all claims that may arise out of the CITY's use of the product or service;
- 2) Replace or modify the product or service so that it becomes non-infringing; or
- 3) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the CONTRACTOR. The CONTRACTOR's obligation will be void as to any product or service modified by the CITY to the extent such modification is the cause of the claim.

24. Warranties.

A. General.

The CONTRACTOR hereby expressly warrants the Deliverables as being correct and compliant with the terms of this Agreement, CONTRACTOR's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverables and revision of the same, as necessary, including deficiencies found during the implementation, or post-implementation phase.

B. Software.

The CONTRACTOR warrants that any Software or other products, including the licensed application, delivered under this Agreement shall comply with the terms of this Agreement, CONTRACTOR's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The CONTRACTOR further warrants that the Software or other products, including the licensed application, provided under this Agreement will meet the applicable specifications for two (2) years after Acceptance by the CITY CIO and implementation by the CITY. If the Software or other products, including the licensed application, fails to meet the applicable specifications during the warranty period, the CONTRACTOR will correct the deficiencies, at no additional cost to the CITY, so that the Software or other products, including the licensed application, meets the applicable specifications.

25. CONTRACTOR Personnel.

A. Key Personnel.

CONTRACTOR's key personnel shall not be diverted from this Agreement without the prior written approval of the CITY. Key personnel are those individuals considered by the CITY to be mandatory to the work to be performed under this Agreement. Key CONTRACTOR personnel shall be:

- VENDOR POC NAME, JOB TITLE; EMAIL@URL.com; (XXX) XXX-XXXX
- VENDOR POC NAME, JOB TITLE; EMAIL@URL.com; (XXX) XXX-XXXX

B. Personnel Changes.

The CITY may request at any time and for any reason the replacement of CONTRACTOR's personnel upon written notice delivered to the CONTRACTOR. Replacement of any CONTRACTOR's personnel shall be made

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with personnel of equal ability, experience, and qualification and shall be approved by the CITY. For all personnel, the CITY reserves the right to require submission of their resumes prior to approval. If the CITY request any replacement of CONTRACTOR's personnel or the number of CONTRACTOR's personnel assigned to the Project is reduced for any reason, the CONTRACTOR shall, within ten (10) calendar days of the replacement notice or personnel reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to CITY approval. The CITY, in its sole discretion, may approve additional time beyond the ten (10) calendar days for replacement of personnel. The CONTRACTOR shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The CONTRACTOR shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel.

The CITY shall have the right at any time to require that the CONTRACTOR remove from interaction with CITY any CONTRACTOR personnel who the CITY believes is detrimental to its working relationship with the CONTRACTOR. The CITY shall provide the CONTRACTOR with notice of its determination, and the reasons it requests the removal. If the CITY signifies that a potential security violation exists with respect to the request, the CONTRACTOR shall immediately remove such individual. The CONTRACTOR shall not re-assign personnel to any aspect of this Agreement or future work orders without the CITY's consent.

26. Change Management.

A. Changes.

The CONTRACTOR and/or the CITY may request changes or revisions to the Statement of Work as defined in *Statement of Work (e.g. Paragraph 2)* in accordance with the "Change Request Process", Subparagraph 29. B. described herein.

B. Change Request Process.

In the event that circumstances warrant a change to accomplish the Statement of Work as defined in *Statement of Work (e.g. Paragraph 2)*, a Change Request shall be submitted that includes the following:

- The name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change.

27. 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.

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- C. The CONTRACTOR will carry insurance coverage as described in this section. Coverage shall be the greater of the requirements stated here or the CONTRACTOR'S existing policy. The CONTRACTOR shall carry a minimum of the following insurance coverage during the term of this Agreement and any extensions thereof in the amounts and manner as follows:

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

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

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

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

Workers Compensation to meet Statutory requirements.

Employers Liability for minimum limits of:

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

Professional Liability (Claims made basis):

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

Pollution Liability:

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

Umbrella Liability:

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

Cyber Liability (first and third party):

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

28. Certificate of Insurance.

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

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

29. Professional Services Certification.

CONTRACTOR certifies that at the time of the issuance of this Agreement, the CONTRACTOR does not serve as an expert witness for any litigation against the CITY, and that it will not serve as an expert witness for any litigation against the CITY during the term of this Agreement.

30. Default/Breach.

In case of default and/or breach by the CONTRACTOR, the CITY may procure the goods or services from another source and the CONTRACTOR shall be responsible for providing to and assisting the new CONTRACTOR in transitioning any data in a form acceptable to both parties, leaving any hardware in a manner acceptable to the new CONTRACTOR and providing any other Information to the new CONTRACTOR to assist in these transition activities as outlined in Termination Management (e.g. Subparagraph 7. A. 6) shall otherwise continue to apply to this paragraph.

31. Equitable Remedies.

CONTRACTOR acknowledges that its failure to comply with any provision of this Agreement related to confidential Information will cause the CITY irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the CITY, and the CONTRACTOR consents to the CITY's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. CITY's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that CITY may have under applicable law, including, but not limited to, monetary damages.

32. Liability.

CONTRACTOR shall be liable for damages arising out of injury to persons, damage to real or personal property or other liability 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 the equipment, Software application, or installation. 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 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.

A. EXCEPT FOR DAMAGES ARISING OUT OF (i) CONTRACTOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (ii) CONTRACTOR'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (iii) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ***INTELLECTUAL PROPERTY INDEMNIFICATION(e.g. PARAGRAPH 25)***, BOTH PARTIES AGREE THAT CONTRACTOR'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE 200% OF THE COMPENSATION AMOUNT DESCRIBED IN THIS AGREEMENT FOR ANY LIABILITY ARISING UP TO AND ON THE GO LIVE DATE; CONTRACTOR'S OBLIGATION TO PAY FOR ANY LIABILITY ARISING AFTER THE GO LIVE DATE SHALL NOT EXCEED, IN THE AGGREGATE, TWO TIMES THE AMOUNT OF SUPPORT FEES DESCRIBED AS THE CITY'S OBLIGATION FOR THE ANNUAL SUPPORT TO BE SUPPLIED BY CONTRACTOR UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM OF ANNUAL SUPPORT. AFTER GO-LIVE, CONTRACTOR'S LIABILITY FOR

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THE CITY'S LOSS OF REVENUE RELATING TO CONTRACTOR'S OBLIGATIONS IN THE CONTRACT SHALL NOT EXCEED TWO (2) TIMES THE AMOUNT OF SUPPORT FEES ACTUALLY PAID BY THE CITY TO CONTRACTOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT CAUSING THE LOSS.

- B. OTHER THAN THE CITY'S LOSS OF REVENUE PROVISION ABOVE, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES. SUBPARAGRAPHS 33. 1) AND 33. 2) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, NEGLIGENCE, TORT OR OTHERWISE.

33. Release.

The CONTRACTOR's acceptance of partial payments of the amount due under this Agreement shall operate as a release of the CITY, its officers, employees and agents from all liabilities, claims and obligations whatsoever arising from the products and work described in the paid invoice.

The CONTRACTOR's acceptance of final payment of the amounts due as invoiced under this Agreement shall operate as a release of the CITY, its officers, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

34. 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.

35. Conflict of Interest.

The CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

36. Records and Audit.

The CONTRACTOR shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the CITY or designated representative. The CITY shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the CITY to recover excessive or illegal payments.

37. Amendment.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

38. Merger, Scope, Order of Precedence.

A. Severable.

The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or CITY or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Incorporated by Reference.

This Agreement incorporates all terms and conditions of the CITY's solicitation and the CONTRACTOR's response to such document(s).

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C. Order of Precedence.

In case of conflict in language among the documents comprising this Agreement, the language in this Information Technology Agreement shall control, followed by, in descending order of priority; City Exhibits A & B – City of Wichita Mandatory Contractual Provisions Attachment; Exhibit C - CITY's Request for Proposal No. 250003; Exhibit D - CONTRACTOR's Response to Request for Proposal No. 25003; and Exhibit E - CONTRACTOR's Responses to Timekeeping Interview Questions and Finalist Questions.

39. Waiver.

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.

40. Survival.

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, Indemnification, Equitable Remedies, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

41. Calculation of Time.

Any time period herein calculated by reference to "days" means calendar days, unless specifically stated otherwise; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the CITY, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

42. Force Majeure.

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

43. Notices.

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by overnight carrier or upon telephone confirmation by CONTRACTOR to the sender of receipt of a facsimile communication or e-mail that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

To the CITY: City of Wichita
 455 N Main
 Wichita, KS 67202
 [ENTER name of individual for the City, including contact number or email address,
 responsible for receiving communications as defined in this paragraph]

To the CONTRACTOR:[ENTER Company name, address, and name of individual for the Contractor,
 including contact number or email, responsible for receiving communications as
 defined in this paragraph]

Any change to the Notice individual or the address, shall be effective only in writing.

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44. City of Wichita Mandatory Contractual Provisions Attachment.

This Agreement is subject to the City of Wichita Mandatory Contractual Provisions Attachment, attached as Exhibits A and B hereto and incorporated herein.

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

THE CITY OF WICHITA

VENDOR

Lily Wu
Mayor

Signature

ATTEST:

Print Signature Name

Shinita Rice
City Clerk

Title (*President or Corporate Officer*)

APPROVED AS TO FORM:

Jennifer Magaña
City Attorney and Director of Law

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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.** 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.** 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.** 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

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contractors, subcontractors, or employees on 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.** 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 is attached is incorporated.
16. **No Assignment.** 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 available to the City. 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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EXHIBIT C
CITY REQUEST FOR PROPOSAL NO. FP250XXX

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EXHIBIT D
CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSAL NO. FP250XXX

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EXHIBIT E
CONTRACTOR'S RESPONSE TO TIMEKEEPING INTERVIEW AGENDA QUESTIONS AND FINALIST QUESTIONS

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11. APPENDICES: ATTACHMENT B – FUNCTIONAL AND TECHNICAL REQUIREMENTS MATRIX

Attachment B – Functional and Technical Requirements Matrix

A Functional and Technical Requirements Matrix is a method used to objectively evaluate requirements criteria. These criteria are prioritized before the evaluation is made.

Functional and Technical Requirements are assigned to one of 2 categories – Mandatory or Important. Mandatory criteria are requirements that absolutely must be satisfied for an option to be considered feasible and can use a “go/no-go” criteria. Important criteria are requirements that should be met to some degree as reflected by some benefit. Satisfaction of these criteria is highly desirable but some criteria may be sacrificed to others if the result allows a net benefit.

Proposers Instructions:

Attachment B contains the Functional and Technical requirements criteria matrix to be completed by the Proposer.

Complete Attachment B’s Criteria Matrix Worksheet (separate file titled: Attachment B Functional & Technical Requirements Criteria Matrix) by indicating if current state of proposed product supports functionality described in the section by selecting solution’s functional state according to the following definitions. Do not modify the spreadsheet in any way.

Native	Fully prebuilt / out-of-the-box. Available immediately upon platform deployment with no configuration or development required.
Config	Configurable. Capability exists in the product but must be configured (forms, rules, dashboards, reports, attribute domains) before users can enter data. No custom code required. Vendor must describe the configuration scope and any one-time setup cost.
Custom	Custom Development. Capability does NOT exist in the standard product. Vendor will deliver via custom code or scripted development as part of this engagement. Vendor must identify the development effort and price in the proposal
3rd Party	Third-Party Integration. Capability is delivered through integration with another vendor's product (e.g., Esri, Microsoft, an LMS, a finance system). Vendor must name the third-party product, describe the integration, and disclose any pass-through licensing costs.
Future	Roadmap / Future Release. Capability is not currently available but is committed for delivery within 12 months. Vendor must provide a target release date and describe any contractual commitment to deliver.
None	Not Available. Capability is not provided and not on the roadmap. Vendor confirms inability to support this requirement

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