



**City of Overland Park, Kansas**

**Request for Proposal**

**for**

**Golf Point-of-Sale & Reservation System**



City of Overland Park, Kansas  
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**SECTION A  
GENERAL INFORMATION**

- A1.** The City of Overland Park, Kansas is requesting proposals for the purchase of a **Golf POS & Reservation System**.
- A2.** Specifications for the Golf POS & Reservation System to be purchased are included in this Request for Proposal. All inquiries concerning this Request for Proposal should be directed to:

Juanita Hickman  
Information Technology Department  
City of Overland Park  
8500 Antioch  
Overland Park, KS 66212  
Juanita.Hickman@opkansas.org  
(913) 895-6067

Any clarifications made in response to questions received which could affect a vendor's response to this RFP will be posted on the City's website at <http://www.opkansas.org/Bids-And-Proposals>. The deadline for questions is August 2, 2012. All clarifications will be posted on the City's web site by 5:00 pm, August 3, 2012.

- A3.** Sealed proposals will be received by the **Overland Park City Clerk** at the address listed below until **2:00p.m. on August 9, 2012**. Three printed copies must be included, along with one electronic copy on CD/DVD in .pdf or other common format. Sealed proposals must be clearly marked on the outside of the envelope with the following description: "**Golf POS & Reservation System**". The mailing address for proposals is:

City Clerk  
Re: Golf POS & Reservation System  
Overland Park City Hall  
8500 Santa Fe Drive  
Overland Park, Kansas 66212

Proposals may be delivered in person or mailed to the City Clerk. However, any proposal which is mailed but does not reach the City Clerk by the deadline time set forth above will not be accepted.

- A4.** The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. No submitted proposal may be withdrawn for a period of ninety (90) days from the date set for the opening thereof.
- A5. Definitions:** The following terms are used in this Request for Proposal.
- a. City:** The City of Overland Park, Kansas.
  - b. Proposal:** A Vendor's response to this RFP.
  - c. Golf Course:** A City Golf Course.
  - d. RFP:** This Request for Proposals for Golf POS & Reservation System.
  - e. Vendor or Respondent:** Any company submitting a Proposal in response to this RFP.
- A6. Overview:** The City operates two Golf Courses: Sykes/Lady Overland Park and St. Andrews. These courses are among the most popular in the metropolitan area because of their affordability, playability, design and amenities.

Both courses offer online tee times as well as extensive adult and junior leagues/programs, and group reservations for golf outings/tournaments.

One of the most popular and best maintained courses in the area, Sykes/Lady OPGC offers 27 regulation golf holes and a 9-hole Par 3 course.



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At the St. Andrews golf course golfers enjoy an 18-hole, tree-lined course because it is well-balanced and challenging for both novice and experienced players.



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**SECTION B**  
**PROPOSAL REQUIREMENTS**

- B1. Requirements for a Proposal:** Each Proposal submitted must include the following in order to be considered by the City:
- a. Signature Sheet:** Each Proposal must include a signed and fully executed signature sheet. The signature sheet may be found on page 6.
  - b. References:** Each proposal must include 3 references. These references must be organizations that are currently using a POS system placed and serviced by the Respondent. Each reference must include the name of the organization and the name, title and telephone number of a contact person within the organization. The reference information is to be provided on the reference sheet found in Section D.
  - c. Pricing Sheet:** Each Proposal must include a pricing sheet as a part of any response to this RFP. Each Respondent is to present the following on the pricing sheet.
    - 1. A price list identifying both the purchase price to the City and retail price for POS software, hardware and e-commerce application. The price list for hardware shall identify costs for each base model and available options for that model to allow the City to individually select the required options for each POS station purchased. Pricing shall include delivery (to 8500 Antioch Road, Overland Park, KS), setup, and training.
    - 2. Licensing fees and any additional service or ongoing charges. Maintenance and service shall include all required repairs, adjustments, and preventive maintenance. The Respondent shall acknowledge that the City will require that the final contract between the selected Vendor and City include language that limits the percentage increase in the maintenance and service charge for subsequent years.
    - 3. The period or length of time that the vendor will honor and hold the pricing for POS hardware included in this RFP for additional purchases of POS stations by the City.
    - 4. The estimated delivery time in days for the hardware and software from the date an order is placed and length of time for installation, training and implementation of the system.
  - d. Service Information Sheet:** Each Respondent shall clearly state service response times and include a brief description of local service capabilities, parts inventories, staffing levels, and staff certification.
  - e. Proposal Exceptions:** Exceptions that a Vendor might have to any of the requirements found in this RFP must be fully explained in a separate section under the heading "Proposal Exceptions".
  - f. Assumptions:** List any assumptions made in formulating a response to this RFP in a separate section under the heading "Assumptions". Any questions about the specifications of this RFP should be addressed through the primary contact prior to submitting an RFP response.
  - g. Additional Features:** List any additional features not required by the specification in a separate section under the heading "Additions".



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**SECTION B**  
**PROPOSAL REQUIREMENTS (continued)**

- B2. Agreement to Specifications:** By submitting a Proposal, Respondent agrees to the specifications presented in this RFP except as noted in Respondent's Proposal Exceptions. The contract between the City and the Selected Vendor is to include and fully incorporate this RFP and the selected Vendor's response.
- B3. Agreement:** The City will negotiate an agreement with the selected Vendor quoting the best value for a Golf POS & Reservation System and will require that the agreement be in substantially the form set out in Section E, Agreement Template. If an agreement cannot be successfully negotiated between the City and the selected Vendor within a reasonable time as determined by the City, the City will then attempt to negotiate an agreement with the qualified Vendor quoting the next best value. This process will continue with other Vendors until an agreement has been successfully negotiated or the City terminates efforts to negotiate an agreement.
- B4. Contract Language:** The successful Vendor shall agree to the contract terms specified in Section E as a precondition to contract execution. The selected Vendor and the City will work together to develop Exhibit A, referenced in "Section I – Scope" of the Agreement, and Exhibit B, reference in "Section II – Compensation" of the Agreement. All other contract language must be substantially as shown in the Agreement template in Section E of this RFP.
- B5. Tax Exempt:** The City of Overland Park is exempt from taxes as set forth in K.S.A. 79-3606 as a political subdivision and proposals should be based accordingly.
- B6. Proof of Insurance:** The successful Vendor shall provide proof of insurance in the form, coverage, and amounts specified in Section E as a precondition to contract execution.
- B7. Evaluation Criteria:** The following criteria will be used to evaluate each RFP Response received.
- a. Cost to the City for a Golf Point of Sale & Reservation System.
  - b. Availability of eCommerce integration.
  - c. Licensing and service costs.
  - d. The degree to which each Vendor meets or exceeds the specifications.
  - e. Proposal exceptions.
  - f. Responses from references.
  - g. The length of time the Vendor will honor and allow additional purchases of POS stations included in this proposal.
  - h. Ability to meet implementation timeframe.



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**SECTION C  
PROPOSAL SHEET**

**C1. Vendor Contact**

<b>Vendor Name:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	
<b>Street Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Email:</b>	

**C2. Vendor Signature**

I have reviewed all of the general information and specifications in the RFP; have contacted the City regarding any needed clarifications; and, have submitted this Proposal with a full understanding of the specifications.

If selected by the City as the Vendor, I agree to abide by the terms and conditions specified in this RFP.

<b>Company Officer Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Phone:</b>	



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**SECTION C**  
**PROPOSAL SHEET (continued)**

**C3. Vendor Profile**

Requirement Description	Response
How many years has your company been in business and how long has your product been on the market?	
What is your company's Dunn & Bradstreet number?	
How many resources do you have dedicated to the support and development of this product?	
Describe the company's approach to product development and process for product enhancements.	
Describe the company's other products and what synergies they might have for us.	
If any of your services will be sub-contracted to another party, provide name, contact information, and description of each service each sub-contractor will perform.	
How many clients does your company currently have using the product being proposed?	
Describe how your company delivers product support. Will an account team be assigned to the City? How many customers does this account team handle?	
During normal business hours, whom would we contact for service? How would we make contact?	
After normal business hours, whom would we contact for service? How would we make contact?	
What are your procedures for tracking and reporting status information and problem resolution timeframes to customers?	
As a local municipality in the State of Kansas, the City is required by law to enter into agreements bound by the Laws of the State of Kansas only, (See <b>Section X – Applicable Law, Nonwaiver</b> of the Agreement Template in Section E). Will your company be able to comply with this requirement?	





**SECTION C  
PROPOSAL SHEET (continued)**

**C4. Functional/Technical Specifications**

Please provide information about how your product facilitates meeting the needs of the business processes described below. If appropriate, include information describing areas where your product exceeds or enhances the needed functionality. Responses may be provided on separate pages if necessary.

Specification	Response
<p><b>TEE SHEET</b></p> <ul style="list-style-type: none"> <li>- Tee sheet management should be easy to modify and build sheets.</li> <li>- View of the days activities on one screen.</li> <li>- Multi-course tee-time reservations</li> <li>- Multiple rate schedules.</li> <li>- Ability to schedule fivesomes</li> <li>- Ability to see a player's status: Check-in, on-tee, and on-course.</li> <li>- Online Bookings - Allow guest or members to book tee times online.</li> <li>- Mobile Devices – Access to system using smart phones and tablets.</li> <li>- Pace of play tracking mechanism</li> <li>- Management Reports</li> </ul>	
<p><b>POINT OF SALE</b></p> <ul style="list-style-type: none"> <li>- Easy navigate POS screens</li> <li>- Registration of guest or members to collect demographic information</li> <li>- Sales can be quickly processed including               <ul style="list-style-type: none"> <li>▪ Discounts</li> <li>▪ Split bills</li> <li>▪ Gift Cards</li> </ul> </li> <li>- PCI compliant credit/debit card system</li> <li>- Credit card using our bank</li> <li>- Loyalty Rewards Program               <ul style="list-style-type: none"> <li>▪ Automatically track and redeem points on member or guest accounts.</li> </ul> </li> <li>- Inventory               <ul style="list-style-type: none"> <li>▪ Track stock information including, on-hand, on-order, back-ordered, and reorder quantities.</li> <li>▪ Low inventory prompts</li> </ul> </li> <li>- Reports               <ul style="list-style-type: none"> <li>▪ Daily cash out reports by server</li> <li>▪ Revenue reports by sales by area, employee or category</li> </ul> </li> </ul>	



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<p><b>FOOD AND BEVERAGE</b></p> <ul style="list-style-type: none"> <li>- Easy navigate food and beverage screens</li> <li>- Hand held device for table service</li> <li>- Multi-level system security for employee accountability</li> <li>- Orders can be quickly processed including             <ul style="list-style-type: none"> <li>▪ Remote Kitchen Printing</li> <li>▪ Split Checks</li> <li>▪ Item and Tab Splitting</li> <li>▪ Service Charge line</li> <li>▪ Tipping line</li> </ul> </li> <li>- PCI compliant credit/debit card system</li> <li>- Credit card using our bank</li> <li>- Beverage cart option with PCI compliant credit card system</li> <li>- Smart phone application for players to order food while on the course</li> <li>- Open tabs – can print current totals for customer before closing out the bill.</li> <li>- Inventory             <ul style="list-style-type: none"> <li>▪ Track stock information including, on-hand, on-order, back-ordered, and reorder quantities.</li> <li>▪ Low inventory prompts</li> </ul> </li> <li>- Reports             <ul style="list-style-type: none"> <li>▪ Daily cash out reports by server</li> <li>▪ Revenue reports by sales by area, employee or category</li> </ul> </li> </ul>	
<p><b>MEMBERSHIP MANAGEMENT</b></p> <ul style="list-style-type: none"> <li>- Flexibility in collecting customer demographic data</li> <li>- Tracking to be able to target market and maximize usage to include:             <ul style="list-style-type: none"> <li>▪ Customer Tracking include:                 <ul style="list-style-type: none"> <li>▪ Customer type</li> <li>▪ Time and location played</li> <li>▪ Zip code tracking</li> </ul> </li> <li>▪ Item tracking to include:                 <ul style="list-style-type: none"> <li>▪ Item specifics to develop exceptional buying plans and sales plans</li> <li>▪ Reporting to include charts and graphs</li> </ul> </li> <li>▪ Employee and department tracking</li> </ul> </li> <li>- Marketing options to include:             <ul style="list-style-type: none"> <li>▪ Tee time confirmation</li> <li>▪ Follow-up email after play</li> <li>▪ Thank you after purchase</li> <li>▪ Targeted email specific to certain customers seeking certain items i.e. left handed driver sale to all the left handed golfers</li> <li>▪ 'Missed you' email notifications</li> </ul> </li> </ul>	



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**INTERNAL MANAGEMENT**

- Reports and letters:
  - Automatic Weekly Report
  - Automatic Monthly Report
  - Rounds and Revenue Tracking
  - Instant Rounds YTD Fiscal Period Broken Down Individually by Course & Combined
  - No Show Letters
  - Greens Fee by Hours Per Month
  - YTD By Course Individually & Combined
  - Spending by customer reports
  - The ability to build custom reports from the database
- Current Database:
  - Import data from current database into new system



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**SECTION C**  
**PROPOSAL SHEET (continued)**

**C5. Pricing**

Proposals shall not include sales tax/use tax for the State of Kansas per the exemption certificate for the project.

	<b>Pricing</b>
Software License(s), including Annual Maintenance	
Hardware	
Implementation	
Training	
Other Costs	

Respondents shall include all items necessary to provide the products and/or services specified. Additional items must be itemized and added to the list above so that the City has a complete listing of all products and services the Respondent intends to bill for. Vendor price shall include ALL labor, materials, products, and services necessary to install and provide the products and/or services as specified. **THE CITY SHALL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN YOUR PROPOSAL.** All charges for overtime, installation, shipping, etc. must be included in your costs.



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**SECTION D  
REFERENCES**

**D1. Provide References of Customers using your product**

<b>1) Reference Company:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	
<b>Phone:</b>	
<b>Product(s)/Service(s) purchased:</b>	

<b>2) Reference Company:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	
<b>Phone:</b>	
<b>Product(s)/Service(s) purchased:</b>	

<b>3) Reference Company:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	
<b>Phone:</b>	
<b>Product(s)/Service(s) purchased:</b>	



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**SECTION E  
AGREEMENT TEMPLATE**

The following template shall be the basis of the Agreement between the City and the Selected Vendor.

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF OVERLAND PARK, KANSAS, hereinafter referred to as "City", and \_\_\_\_\_, hereinafter referred to as "Contractor".

**SECTION I - SCOPE**

Contractor shall provide to the City certain products and services as outlined in Exhibit A, a copy of which is attached hereto and incorporated by reference herein to the City's complete satisfaction.

**SECTION II - COMPENSATION**

The City agrees to pay Contractor for the products and services as outlined in Exhibit B, a copy of which is attached hereto and incorporated by reference herein, \_\_\_\_\_ (\$0.00). The Compensation will be paid to Contractor as follows

**SECTION III - DISPUTE RESOLUTION**

City and Contractor agree that disputes relative to the products delivered and work performed should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties' express written consent.

**SECTION IV - ASSIGNMENT**

Parties hereto agree that neither shall assign, sublet or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees and legal representatives.

**SECTION V - PRIOR VERBAL OR  
WRITTEN STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice or similar document relating to services performed, such purchase order or



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similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify or affect any of the terms and conditions set forth herein.

**SECTION VI - INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and as such neither Contractor nor its personnel are agents or employees of the City. Contractor is responsible for payment of any and all federal, state and local taxes.

**SECTION VII - HOLD HARMLESS/INDEMNITY**

Definition: For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this contract whether arising before or after the completion of the work required hereunder.

Indemnity: For purposes of this Agreement, Consultant hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consultant, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consultant is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consultant, its affiliates, subsidiaries, or assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consultant, its affiliates, subsidiaries, or assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**SECTION VIII - NON-DISCRIMINATION AND OTHER LAWS**

A. Contractor agrees that:

1. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin ancestry or age;



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2. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
3. If Contractor fails to comply with the manner in which Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
4. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and
5. Contractor shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply if:

- (a) Contractor employs fewer than four employees during the term of such contract; or
  - (b) If Contractor contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- B. Contractor further agrees that Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

## **SECTION IX - PROHIBITION AGAINST CONTINGENT FEES**

Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

## **SECTION X - APPLICABLE LAW, NONWAIVER**

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.





**SECTION XI – AGREEMENT TERM AND TERMINATION**

The term of this Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_, and shall continue in force through \_\_\_\_\_, \_\_\_\_\_ unless otherwise agreed to by the parties. Thereupon, the Agreement will renew automatically for an additional term of \_\_\_\_\_ (\_\_\_\_) year(s) unless either party gives written notice of intent to terminate thirty (30) days prior to the date the term expires.

Notwithstanding the foregoing, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement in whole or in part, with or without cause, at any time, subject to written notice to Contractor. Upon termination, the City shall compensate Contractor for all work satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

**SECTION XII – SUBCONTRACTORS**

Contractor shall not subcontract any of the work or services required by this Agreement without the prior written approval of the City. Should Contractor request and the City agree to work being subcontracted, Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by said sub-contractors, as Contractor is for the acts and omissions of the persons it directly employs.

**SECTION XIII - INSURANCE REQUIREMENTS**

- (a) General – Contractor shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided or approved by the City. The City shall be notified by receipt of written notice at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- (b) General Liability – The Commercial General Liability insurance coverage that is to be provided by Contractor shall provide coverage for bodily injury and physical damage caused by Contractor while performing the Agreement.

General Aggregate:	\$ 1,000,000
Products-Completed Operations Aggregate:	\$ 1,000,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

- (c) Automobile Liability –



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Policy shall protect Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, if any, and hired and/or non-owned vehicles.

Limits of liability protection required are \$500,000 combined single limit.

- (d) Workers' Compensation and Employer's Liability – This insurance shall protect Contractor against all claims under applicable state Workers' Compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- (e) Professional Liability Insurance – This insurance shall protect the Contractor against claims for damage arising from the work performed by Contractor as specified in Section I. The limits of protection shall be \$1 million.

- (f) Industry Ratings – The City will only accept coverage from an insurance carrier who offers proof that it:

- (A) Is licensed to do business in the State of Kansas;
- (B) Carries a Best's policy holder rating of A- or better; and
- (C) Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

- (g) Subcontractors Insurance – If a part of the Agreement is to be sublet, the Contractor shall either:
  - (1) Cover all subcontractors in its insurance policies if allowed to by Contractor's insurance carrier, or
  - (2) Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
  - (3) Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, for bodily injury, physical property damage and/or death that arises out of a subcontractor's or any of its agents, servants, and/or



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employees' negligent acts, and or failure to act in the performance of this Agreement arising out of the acts or omissions of its subcontractors.

**SECTION XIV – ADJUSTMENT TO CONTRACT TERMS**

Changes to the terms of this Agreement may be made only in writing and must be approved by the City and Contractor. Should a decision be made to amend the terms of this Agreement, the City and Contractor must mutually agree in writing to the amended terms.

**SECTION XV – BUDGET/CASH BASIS LAW**

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

**SECTION XVI - SEVERABILITY CLAUSE.**

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.



City of Overland Park, Kansas  
Request for Proposal for  
Golf POS & Reservation System

**SECTION XVIII - EXECUTION OF CONTRACT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

*{contractor}*

\_\_\_\_\_  
Carl R. Gerlach  
Mayor

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Tammy M. Owens  
Deputy City Attorney