Database Administration Support

Request for Proposals

City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, KS 66212
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SECTION A
GENERAL INFORMATION

A1. The City of Overland Park, Kansas is requesting proposals for the purchase of Database Administration Support.

A2. Specifications for the Database Administration Support to be purchased are included in this Request for Proposal. All inquiries concerning this Request for Proposal should be directed to:

    Jennifer Wiese
    Information Technology Department
    City of Overland Park
    8500 Antioch
    Overland Park, KS 66212
    jennifer.wiese@opkansas.org
    (913) 895-6062

Any clarifications made in response to questions received which could affect a vendor’s response to this Request for Proposal will be posted on the City’s website at http://www.opkansas.org/doing-business/bids-and-proposals/. The deadline for providing clarification is 5 p.m. on August 20, 2015.

A3. Sealed proposals will be received by the Overland Park City Clerk at the address listed below until 2:00 p.m. on August 25, 2015. Three printed copies must be included, along with an electronic copy on CD/DVD or USB drive in .pdf or other common format. Sealed proposals must be clearly marked on the outside of the envelope with the following description: "Database Administration Support". The mailing address for proposals is:

    City Clerk
    Re: Database Administration Support
    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 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 No submitted proposal may be withdrawn for a period of ninety (90) days from the date set for the opening thereof.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.

    b. DBA: Database Administrator
    c. RFP: This Request For Proposal for DBA Support Services.
    d. Vendor: A company that submits a proposal in response to this RFP.
e. **SLA:** Service Level Agreement.

**A6. Kansas Open Records Act:** The City is a Kansas municipality governed by the Kansas Open Records Act, K.S.A. 45-215 et. seq. (the "Act"). The Vendor understands and acknowledges that its response, once opened, is presumed to be an open record. If the Vendor submits information that is marked confidential, the particular exception from mandatory disclosure outlined in the Act must also be noted.

**A7. Overview:** The City contracts for Database Administration Support and the contract with the current vendor is close to expiration.
SECTION B
PROPOSAL REQUIREMENTS

B1. **Requirements for a Proposal:** Each proposal submitted must include the following in order to be accepted by the City:

   a. **Proposal Sheets:** Each proposal must include a completed Proposal Sheet. The Proposal Sheet information is to be provided on the form found in Section C.

   b. **References:** Each proposal must include 3 references. 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. **Vendor Background:** Each proposal must include responses to the Vendor Background questions in section B13.

   d. **Proposal Exceptions:** Exceptions that a Vendor might have to any of the requirements found in this RFP must be fully explained in the Vendor’s proposal in a separate section under the heading “Proposal Exceptions”.

   e. **Assumptions:** List any assumptions made in formulating 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.

   f. **Additional Features:** List any additional features not required by the specification in a separate section under the heading "Additions".

B2. **Agreement to Specifications:** By submitting a proposal, Vendor agrees to the specifications presented in this RFP except as noted in Vendor’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 qualified Vendor quoting the best value for DBA Support Services in substantially the same form as the Agreement Template (Section E) included in this RFP. The selected Vendor and the City will work together to develop Exhibit C, referenced in “Section I – Scope” of the Agreement, and “Section II – Compensation” of the Agreement. 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. **Term of the Contract:** The City will enter into an initial **two-year contract** with the selected Vendor, thereafter renewable annually for additional one-year terms. As required by Kansas State Statutes, the contract will stipulate that the City reserves the right to terminate the contract without cause at the end of the City’s fiscal year by giving the selected Vendor thirty days written notice.

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, coverages, and amounts specified in (Section E Agreement template) (Section XIV - Insurance Requirements) included in this RFP.

B7. **Background Check:** All Vendor employees working on the City account will be required to pass a finger print criminal background check.

B8. **Evaluation Criteria:** The following criteria will be used to evaluate each proposal received.

   a. Cost to the City for DBA Support Services.
   b. The degree to which each Vendor meets or exceeds the specifications.
   c. Proposal exceptions.
   d. Responses from references.

B9. **Scope of Services:**

   a. Provide weekly monitoring and administration of 33 Oracle databases, 10+ MySQL, and 300+ MSSQL databases and POSTGRESQL as needed.
      1. Review Oracle and SQL alert logs
      2. Review critical database performance factors
      3. Check database storage
      4. Provide monthly report on the “health” of each of the databases
      5. Provide monthly itemized report of activities performed (and by whom) during billing month
      6. Maintain data integrity and tune databases for optimum performance and high (24/7) availability, within the limitations/requirements of each ERP or Public Safety applications (e.g. PeopleSoft 8.9, JDE EnterpriseOne 8.10, Intergraph Police Systems, and others)
      7. Ensure successful backup and restoration strategies:
         (a) Write scripts to maintain physical standby databases
         (b) Write scripts to backup all databases to centralized backup location
      8. Perform database installations and subsequent upgrades to higher versions as needed
      9. Install patches and bug fixes
     10. Provide assistance to City staff with database “refreshes” on non-production databases
     11. Provide assistance to City staff with root-cause analysis of database performance issues (long-running operations, query optimization, application slowdowns or lockups, failed backups) and possible corrective/preventative actions
     12. Provide assistance to City staff to evaluate database requirements for new, trial/demo or prospective software
     13. Provide assistance to City Staff to build database instances for development, testing and training as needed
     14. Provide guidance to City Staff on best practices related to database installation and security.
     15. Provide proactive performance analysis and improvement recommendations.

B10. **DBA Requirements:**

   a. 1 primary DBA and 2 backup DBAs assigned to the City account
b. All DBAs assigned to the City will be full-time employees of the selected Vendor
c. All DBAs assigned to the City account must have:
   1. Minimum of 5 years professional experience working as DBA
   2. Experience working with Oracle version 9i, 10g, and 11g
   4. Experience working with MySQL on Windows and Linux servers
   5. Experience supporting, configuring and tuning databases to work with ERP applications
   6. Experience with backup/file management products
   7. Experience maintaining physical standby databases
   8. Scripting capabilities to automate manual database tasks

B11. Desired DBA Skills:
    a. The City staff would like the selected Vendor to have the following:
       1. Experience with VMWare, the City’s virtual infrastructure software
       2. Experience with Seagate EVault, the City’s backup system
       3. Networking skills to support troubleshooting activities

B12. Service and Response For Trouble Calls: The selected Vendor shall provide a trouble reporting and customer service number, which is answered by a human representative, employed by the company. This service must be provided 24 hours per day, 7 days per week. The selected Vendor shall have the ability to provide remote support via the City’s VPN or onsite support within 1 hour, whatever is needed.
## Vendor Background:

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a.</strong> How many clients does your company currently service?</td>
<td></td>
</tr>
<tr>
<td><strong>b.</strong> Would we have an account team assigned to the City of Overland Park?</td>
<td></td>
</tr>
<tr>
<td><strong>c.</strong> Describe the members of the team and each person’s responsibilities.</td>
<td></td>
</tr>
<tr>
<td><strong>d.</strong> How many customers does this account team handle?</td>
<td></td>
</tr>
<tr>
<td><strong>e.</strong> Would the account team be local?</td>
<td></td>
</tr>
<tr>
<td><strong>f.</strong> Provide an escalation list for the account team, with names, telephone numbers, and email addresses</td>
<td></td>
</tr>
<tr>
<td><strong>g.</strong> What is the procedure for when our account contact is out of the office?</td>
<td></td>
</tr>
<tr>
<td><strong>h.</strong> Is there a procedure in place to ensure account coverage?</td>
<td></td>
</tr>
<tr>
<td><strong>i.</strong> During normal business hours, whom would we contact for service and how would we make contact?</td>
<td></td>
</tr>
<tr>
<td><strong>j.</strong> After normal business hours, whom would we contact for service and how would we make contact?</td>
<td></td>
</tr>
<tr>
<td><strong>k.</strong> What are your procedures for providing status information and problem resolution time frames to the customer?</td>
<td></td>
</tr>
</tbody>
</table>
### SECTION C
#### PROPOSAL SHEET

**C1. Vendor Contact**

<table>
<thead>
<tr>
<th>Vendor Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City, State, Zip:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

**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 submit 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.

<table>
<thead>
<tr>
<th>Company Officer Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
</tbody>
</table>
SECTION C
PROPOSAL SHEET (continued)

C3. Fee Structure.

<table>
<thead>
<tr>
<th>Monthly Retainer Fee</th>
<th>Monthly Administration and Reporting Fee</th>
<th>Business Hours Technical Support Hourly Rate</th>
<th>After Hours Technical Support Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

C4. Alternative Fee Structure: Response to Item C3 is required. However, other Fee Structures will be considered. Please propose any alternative fee structures in the space below:

C5. Bidders shall include all items necessary to provide the 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 bidder intends to bill for. Vendor price shall include ALL labor, materials, products, and services necessary to install and provide the services as specified. THE CITY SHALL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN YOUR PROPOSAL AND ALL COSTS INCURRED BY THE VENDOR IN RESPONDING TO THIS RFP SHALL BE THE RESPONSIBILITY OF THE VENDOR. All charges for overtime, installation, shipping, etc. must be included in your costs.

C6. Proposals shall not include sales tax/use tax for the State of Kansas per the exemption certificate for the project.
### SECTION D

#### REFERENCES

1) Reference Company:

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
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<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Service(s) purchased</td>
<td></td>
</tr>
</tbody>
</table>

2) Reference Company:

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
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<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Service(s) purchased</td>
<td></td>
</tr>
</tbody>
</table>

3) Reference Company:

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
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<tr>
<td>City, State, Zip</td>
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<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Service(s) purchased</td>
<td></td>
</tr>
</tbody>
</table>
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 ____________, 201__, by and between the City of Overland Park, Kansas, hereinafter referred to as “City,” and ________________, hereinafter referred to as “Contractor.”

SECTION I - SCOPE AND ORDER OF PRECEDENCE

Contractor shall provide to the City certain products and services as outlined in Exhibit C, a copy of which is attached hereto and incorporated by reference herein to the City’s complete satisfaction and in compliance with the Request for Proposal (RFP) in Exhibit A.

If there is a conflict among any of the Exhibits referenced above, the following order of precedence shall apply:

1. This Agreement, excluding exhibits
2. The Scope of Work (Exhibit C)
3. The RFP (Exhibit A)
4. The RFP Response (Exhibit B)

SECTION II - COMPENSATION

The City agrees to pay Contractor for all products and services as outlined in Exhibit G, a copy of which is attached hereto and incorporated by reference herein, $________________. 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 - TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at their convenience by giving the other party written notice. Agreement will be terminated on the first day of the month following the month in which a termination notice is received by either party. Any termination shall not relieve the City of its obligations to pay Contractor for functional hardware received or services satisfactorily performed through the effective date of termination.
SECTION V - 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 VI - 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 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 VII - 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 VIII - HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments including but not limited to those for bodily injury, physical property damage and/or death that are caused by the Contractor and within its control and/or those that arise out of Contractor’s or any of its agents, servants and/or employees’ negligent or intentional acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work, payment therefore or termination or expiration of this Agreement shall release Contractor of its obligation under this paragraph.

In the event of any proceeding (suit, claim, or action) against City arising from allegations that the hardware, software, or services, or part thereof, furnished by Contractor (hereinafter “Product”) infringes on a U.S. patent, copyright, trade secret, intellectual property, or other proprietary right of any third-party, Contractor will, if such a proceeding does not result from modifications to the Product made by City use of any Product in combination with other products not furnished by Contractor, defend City’s right, title, or interest in the Product, at Contractor’s expense, provided City promptly notifies Contractor in writing of the allegation. Contractor shall make such defense by counsel of its own choosing, and City shall cooperate with said counsel.

In the event any Product furnished hereunder is, in Contractor’s opinion, likely to or does become the subject of a claim of infringement of any duly issued patent or copyright or of any trade secrets or other intellectual property rights or other proprietary right of a third-party, Contractor may at its option and expense, procure for City the right to continue using the Product, or modify the Product to make it non-infringing but functionally the same, or replace the Product with a non-infringing equivalent.
SECTION IX - 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;

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 (the “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 X - 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 XI - 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 XII – AGREEMENT TERM

The term of this Agreement shall commence on the date above first written and shall continue in force through the two (2) year period required by the RFP (the Initial Term). 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 XIII – 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 subcontractors, as Contractor is for the acts and omissions of the persons it directly employs.

SECTION XIV - 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 from the
insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

b. **Notice of Claim Reduction of Policy Limits** -

The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor, shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Agreement) if the Contractor’s limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

c. **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.

**MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY POLICY**

(Complete Certificate “Form B” or equivalent Acord form)

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

**Name City of Overland Park as “Additional Insured”**.

d. **Cyber Liability** -

$1,000,000 per loss including

- Information Security & Privacy Liability
- Privacy Breach Response
- PCI Costs and Fines

**Name City of Overland Park as “Additional Insured”**.

e. **Automobile Liability** –
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 and must include protection for either:

A. Any Auto

OR

B. All Owned Autos, if any:
   Hired Autos; and
   Non-Owned Autos.

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

Name City of Overland Park as “Additional Insured”.

f. 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:

Workers’ Compensation: Statutory

Employer’s Liability:

Bodily Injury by Accident $100,000 each accident
Bodily Injury by Disease $500,000 policy limit
Bodily Injury by Disease $100,000 each employee

If the Contractor has no employees, a waiver form provided by the City must be executed.

g. 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.

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

   i. 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.

**SECTION XV – 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 XVI – 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 XVII - 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.
SECTION XVIII - EXECUTION OF AGREEMENT

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 Gerlach, Mayor

Date Date

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

Tammy M. Owens
Deputy City Attorney
CORPORATE ACKNOWLEDGMENT

STATE OF ________________ )
) ss.
COUNTY OF ________________ )

BE IT REMEMBERED, That on this __________ day of __________, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came __________, the __________________________ of (Contractor)., a corporation duly organized, incorporated and existing under and by virtue of the laws of __________ who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: