



**City of Overland Park, Kansas**

**Request For Proposals  
for an**

***Exclusive Beverage Provider***

**Proposals Due by: 5:00 p.m. Central on Monday, September 26, 2022**

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## **1) Introduction**

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The City of Overland Park, Kansas (the “City”) intends to retain the services of an Exclusive Beverage Provider (“Beverage Provider”) to provide non-alcoholic beverages for vending, fountain operations, and refrigerated merchandise for City Facilities outlined in Attachment A (“Facility Listing and Equipment”). The City anticipates entering into a Beverage Agreement (“Agreement”) with the successful respondent to service the Facilities.

This Request for Proposals (“RFP”) represents a publicly advertised and competitively awarded solicitation by the City. The City is seeking and will select a Beverage Provider that provides the most advantageous proposal to the City and best demonstrates the ability to provide beverage services to its Facilities.

## **2) Deadline for Proposals**

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Mailed or hand delivered Proposals must be received by the City Clerk no later than 5:00 p.m. on Monday, September 26<sup>th</sup>, 2022. There will be no formal bid opening.

All information should be submitted in an 8 ½ by 11” format in seven (7) bound copies and one electronic copy on a USB/flash drive. Please do not use ring binders. Please be advised that emailed proposals will not be accepted.

All information should be submitted to and plainly marked as:

**CITY OF OVERLAND PARK EXCLUSIVE BEVERAGE PROVIDER RFP  
ATTN: CITY CLERK  
8500 SANTA FE DRIVE  
OVERLAND PARK, KS 66212**

## **3) City Prerogatives**

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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 No submitted Proposal may be withdrawn for a period of thirty (30) days from the date and time set for the opening thereof.

## **4) Submission Process**

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Respond to all proposal requirements in Section 5. In order for the City to evaluate the proposals, the respondent must completely answer each question in the order asked. Incomplete responses cannot be evaluated and may be disqualified from consideration.

Inquiries, questions and requests for clarifications are to be directed in writing via email to the following **no**

**later than September 19 :**

Kate Gunja, Assistant City Manager  
City of Overland Park, Kansas  
8500 Antioch Road  
Overland Park, KS 66212  
Email: kate.gunja@opkansas.org

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 in the Bids + Proposals section](#) no later than September 20.

Provide all references and materials required by the RFP instructions.

All Proposals become the property of the City. Respondents are advised against submitting materials that cannot be replaced.

Mail, ship, or deliver the completed Proposal Questionnaire to the City Hall address provided before the due date and time. Proposals that arrive after the due date and time can not be accepted. Clearly mark the exterior of the RFP Package:

**CITY OF OVERLAND PARK EXCLUSIVE BEVERAGE PROVIDER PROPOSALS**

**5) Proposal Requirements**

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**5.1 Compensation for Exclusivity**

This compensation shall be unconditional and independent of the performance of the operation (e.g. volume thresholds, sales quotas, etc.).

As the Exclusive Beverage Provider of the City, the selected applicant shall have the opportunity to provide "Official Partner" signs to be displayed at select City facilities. Details on signage and locations can be obtained in Attachment B ("Signage Locations and Details"). The "Official Partner" sign/logo shall also be included in a minimum of twelve (12) email newsletters per year from Overland Park Golf Courses.

**5.2 Products**

The Vendor shall provide a list of all available products and a proposed price for each product to be resold in concessions and in public access beverage vending machines at the City's facilities. Provided pricing information should include any proposed annual price increase caps for the agreement period, minimum expiration dates for all products proposed, and minimum case ordering requirements if applicable. Product pricing information shall include, at minimum, details for small bag-in-box, large bag-in-box, 12 ounce cans, 20 ounce plastic bottles, 16.9

ounce plastic bottles, and other sizes as determined by the Beverage Provider. An acknowledgement should be included that the City shall have final approval of product selection at each facility. As an option, the City may consider hot beverages in the agreement. Applicants should provide pricing and product selection for hot beverage options as well. See Attachment C (“Facility Volume History”) for prior year information on product volume and type.

### **5.3 Experience and Prior Performance**

The City will not award an Agreement to any Beverage Provider who, as determined by the City, has unsatisfactory performance or experience. Each party must submit as part of its Proposal, a written statement covering the following points:

- Each Facility shall have a single point of contact (POC). Provide name and contact information for all POC’s.
- Maximum product delivery time standard.
- Maximum response time for a request for service.
- Three references from organizations that have contracted Services with the vendor. The information provided shall include the name of the individual representing the firm or organization and contact information.

### **5.4 Reporting**

Respondent shall designate product volume accounting system, method of reporting to the City, and frequency of reporting within the RFP response. Reports to the City should include, at minimum, the following information:

- Product volume sold by facilities
- Percentage of sales that is the City’s share (if applicable)
- Customer satisfaction with products, service, and equipment.
- Information on how satisfaction will be measured and evaluated for improvement of service.

Respondents should include a sample report with the RFP response submission.

### **5.5 Additional Considerations**

Additional consideration and support for the City may include but are not limited to product donations, marketing support, special promotions, capital fund payments and sponsorship of events. See Attachment D (“Examples of City Special Events”) for a partial list of City events in 2022.

### **5.7 Exceptions**

Respondent shall list any exceptions to the General Conditions and Agreement Terms set forth in Section 10, below.

### **5.8 Authorization**

An official who is legally authorized to bind the organization must sign the RFP.

## **6) Selection Process**

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The City selection panel will review and score all proposals based on responses to the RFP in the context of the evaluation criteria listed in Section 8. The highest scored proposals will be scheduled for interviews to confirm and clarify their responses and answer questions by the selection panel. Each member of the selection panel will score each of the interviews. The interview scores and overall strength of proposals will determine the respondent who will be selected to continue in the selection process. The City will negotiate an agreement based on the proposal and/or the negotiated terms deemed most advantageous to the City.

## **7) Schedule**

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The following schedule is tentative and the City reserves the right to change the schedule at any time.

<b>09 - 06 - 2022</b>	RFP Package is available on the <a href="#">City website</a> .
<b>09 - 26 - 2022</b>	Submittal deadline of 5:00 P.M.
<b>10 - 03 - 2022</b>	Week of Oral Interview by Selection Panel
<b>10 - 19 - 2022</b>	Authorization requested from Finance, Administration & Economic Development Committee to negotiate an Agreement with the successful respondent
<b>11 - 07 - 2022</b>	City Council Approval of selection and authorization to negotiate an Agreement
<b>11 - 21 - 2022</b>	City Council Approval of Agreement
<b>01 - 01 - 2023</b>	Term of Agreement begins

## **8) Evaluation Criteria**

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Evaluation criteria considered by the selection panel may include but is not limited to the following:

- Financial benefit to the City.
- Overall benefit of proposal to the City.
- Capabilities to provide necessary Services to the Facilities.
- Customer service and responsiveness.
- Condition of Equipment.
- Ability to meet insurance requirements and comply with Special Conditions.
- References.
- Any exceptions to the General Conditions set forth in Section 9, below

## **9) Special Conditions**

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- 9.1** The RFP does not commit the City to procure or award an Agreement for the scope of work described herein.
- 9.2** All information submitted in response to the RFP shall become the property of the City, and as such, may be subject to public review as public records.
- 9.3** The City of Overland Park is subject to the Kansas Open Records Act, K.S.A. 45-215 et seq. If the respondent believes that any part of its submission is not an open record, the respondent must clearly mark the page or pages of the submission as confidential, along with the specific provision of K.S.A 45-221(a) that respondent believes permits the City to keep that information confidential.
- 9.4** Respondents acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit and travel expenses) or liabilities incurred by the respondent or any member thereof as a result of, or arising out of, responding to this RFP, negotiating changes to such response, or due to the City's acceptance or non-acceptance of the response.
- 9.5** The City shall provide the release, if any, of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of the City.
- 9.6** Neither the City nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as a part of this RFP (including appendices). All respondents are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a response to the RFP is at the sole risk of the respondent.
- 9.7** Any terms and conditions of the response to this RFP will remain in effect for 120 days after the date of submission.
- 9.8** The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the respondent's submission. This prohibition is not intended to preclude joint ventures or subcontracts.
- 9.9** The City has sole discretion and reserves the right to:
- Reject any and all responses received with respect to the RFP and to cancel the RFP process at any time prior to entering into a formal Agreement with the Beverage Provider.
  - Reasonably request additional information or clarification of information provided in the

response without changing the terms of the RFP.

- Amend the RFP through written addenda.
- Negotiate with any, all, or none of the respondents to the RFP.
- Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Beverage Provider.
- Modify the scope of services outlined in the RFP
- Waive any technicalities or irregularities in any response.

## **10) General Conditions and Agreement Terms**

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### **10.1 Definitions**

- A. Beverages shall be defined as any and all non-alcoholic beverages except hot brewed coffee, tea, and milk. Beverage does not include standard water coolers or fountains customarily installed for use by the public, meal replacement drinks, smoothies or shaved ice.
- B. Equipment shall refer to any equipment necessary to dispense Beverages at the Facilities. Equipment shall be in new or like-new condition and shall be kept in good repair and cosmetically acceptable. This includes all public access vending machines, except the City's two (2) community centers. Non-public access vending machines are not included. Any equipment provided to the Overland Park Convention Center shall be in new condition.
- C. Service shall refer to the repair and maintenance of the Equipment and the replacement of any necessary parts; provided, however, that it will not include the routine cleaning of the Equipment after use and will not include disposable parts intended to be replaced on a regular basis.

### **10.2 Maintenance**

- A. Beverage Provider, at its cost, shall provide necessary functional Equipment at the Facilities. Beverage Provider shall provide Service at its cost and shall keep the Equipment in good repair and acceptable cosmetic condition.
- B. City shall supply all electricity, gas, data lines, water, and other utilities necessary for the operation of the Equipment.

### **10.3 Equipment**

- A. Fountain beverage machine shall be eight (8) products, unless otherwise mutually agreed.
- B. Beverage Provider and City shall mutually agree to a schedule for delivery and installation of Equipment, including installation and removal of seasonal equipment.
- C. If the City constructs any additional concession areas, cafes or restaurants during the course of the Agreement where the sale of Beverages take place, the Beverage Provider shall be responsible for furnishing Equipment to Service those areas.

### **10.4 Indemnity and Insurance**

Prior to being awarded a contract the successful respondent must provide acceptable proof of insurance.

- A. Beverage Provider shall indemnify, hold harmless and defend the City, and their respective



agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Beverage Provider, its agents, servants, or employees in its performance of Services under this Agreement.

- B. Beverage Provider shall not commence work under the Agreement until it has obtained all insurance required under this section. Documents of insurance shall be submitted to the City.
- C. Beverage Provider agrees to obtain insurance coverage in the manner and amounts as set forth in Attachment E (“Minimum Insurance Requirements”).
- D. Beverage Provider agrees to maintain such referenced insurance during the life of the Beverage Agreement. No modification or change from these specifications shall be made without the City’s approval. All insurance policies, at the time of issuance, shall be rated no less than A-:VIII, in the most recent “Best” insurance guide and shall be licensed in the state of Kansas or as otherwise agreed by the parties, and shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved to the extend not otherwise required by the Agreement. If an insurer’s rating falls below the minimum during the policy term, the Beverage Provider will take reasonable steps to replace coverage with an insurer that meets the minimum rating.
- E. The commercial general liability policy and automobile liability insurance policy shall include the City as additional insureds. The workers compensation policy shall contain a waiver of all rights of subrogation against the City.
- F. Each insurance policy shall include a requirement that the insurer provide at least thirty (30) days’ written notice of cancellation in the terms and provisions of the applicable policy.
- G. If Beverage Provider subcontracts any of the Services, Beverage Provider shall either; Cover all subcontractors under its policies of insurance; Or require each subcontractor not so covered to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein. Whichever option is chosen, Beverage Provider shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney’s fees, arising out of negligence or other actionable fault of its subcontractors. Minimum liability insurance requirements can be found in Attachment E.

#### **10.5 Licenses and Permits**

- A. Beverage Provider shall be responsible for obtaining and paying costs of all necessary permits and licenses required by laws, rules, and/or regulations set forth by the City, County, or the State of Kansas.

#### **10.6 Health and Food Standards**

- A. Beverage Provider shall meet all Health and Food Standard regulations set forth by the City, County, or the State of Kansas.

#### **10.7 Termination for Convenience**

- A. City may, without reason or without cause, terminate the Agreement at any time for the convenience of the City.
- B. City shall notify the Beverage Provider thirty (30) days prior to the termination date if it decides to terminate the Agreement.
- C. With prior notice to the City, Beverage Provider shall have accompanied access to Facilities to take possession of Equipment without any claim of trespass.

### **10.8 Termination for Default**

- A. City shall have the right to terminate the Agreement with the Beverage Provider if the Beverage Provider fails to perform or comply with any of the terms, covenants, agreements, or conditions herein.
- B. Beverage Provider may terminate the Agreement prior to the expiration of the Term in the event of a material breach on the part of the City.
- C. With prior notice to the City, Beverage Provider shall have accompanied access to Facilities to take possession of Equipment without any claim of trespass.

### **10.9 Compliance with Equal Opportunity Laws, Regulation and Rules, and Other Laws**

In the Agreement, the Beverage Provider shall agree that:

- Beverage Provider will comply with all City, County, and State Health Department guidelines for proper beverage storage, preparation and serving and any other business guidelines required by the City, County, or State.
- Beverage Provider 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;
- In all solicitations or advertisements for employees, Beverage Provider shall include the phrase, "equal opportunity employer," or similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- If Beverage Provider fails to comply with the manner in which the Beverage Provider reports to the Commission in accordance with the provisions of K.S.A 44-1031 and amendments thereto, the Beverage Provider shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency;
- If the Beverage Provider is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Beverage provider 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
- The Beverage Provider shall include these provisions in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this paragraph shall not apply to an Agreement entered into by a contractor:

- Who employs fewer than four (4) employees during the term of an agreement; or
- Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

In the Agreement, the Beverage Provider shall further agree that the Beverage Provide shall abide by the Kansas Act Against 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. 12191 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 government agency in connection therewith.

Contractor shall observe Chapter 8.10 of the Overland Park Municipal Code, entitled "Civil Rights".

Contractor shall not discriminate on the basis of sexual orientation or gender identity or expression. Discrimination by contractor in violation of this sub-section shall be grounds for the City to terminate the Agreement without penalty.

The Agreement will be governed by the laws of Kansas. Any litigation arising from the Agreement or the obligations set forth therein shall have proper venue in the state courts of Johnson County, Kansas.

### **10.10 General Provisions**

Beverage Provider is responsible for payment of any and all federal, state and local taxes with respect to the sale of products through the vending machines installed throughout the City under the Agreement.

Beverage Provider may not subcontract any of the services under the Agreement or assign its interest in the Agreement without the City's written consent.

All payments to the selected Beverage Provider by the Overland Park Convention Center shall be received as Automatic Clearing House ("ACH") transactions.

The City is obligated only to make payments under the Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in the Agreement during the City's current budget year. In the event the City does not budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under the Agreement. Notwithstanding the foregoing, in the event funds are not appropriated or the appropriated funds are insufficient for the City to perform all of its obligations under this Agreement, then the City will immediately notify the Beverage Provider of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which the appropriations were received without penalty or expense to the City of any kind whatsoever.

## **11) Exceptions**

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Please list **ALL** exceptions your company makes to the requirements specified in Section 10 of this RFP. Exceptions noted in the body of your proposal **MUST** be repeated in this Section. Include any features that will not operate as specified, in addition to other exceptions you may have.

Please repeat **ALL** legal exceptions here as well.

**12) Respondent Information Form**

(This form to be included with proposal)

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

I have reviewed all of the general information and specifications in the RFP, have contacted the City regarding any needed clarifications, and 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>	

### **13) Attachment Index**

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- A. Facility Listing and Equipment
- B. Signage Locations and Details
- C. Facility Volume History
- D. Examples of City Special Events
- E. Minimum Insurance Requirements

**Attachment A  
Facility Listing and Equipment**

	EQUIPMENT			
	Vending Machine*	Refrigerator/Cooler	Fountain	Hot Beverages
<a href="#">Overland Park Arboretum &amp; Botanical Gardens</a>	●	●●	●	
<a href="#">Deanna Rose Children's Farmstead</a>	●●	●●	●●	
<a href="#">Overland Park Convention Center</a>	●		●●●●●	
<a href="#">Scheels Overland Park Soccer Complex</a>	●●●	●●●●	●●●	●
<a href="#">St. Andrews Golf Clubhouse</a>		●●●●●	●●●●	●
<a href="#">Sykes/Lady Overland Park Golf Clubhouse &amp; Club 27 Restaraunt</a>	●	●●●●●●	●●●●	●
<a href="#">Bluejacket Pool</a>	●●			
<a href="#">Tomahawk Ridge Pool</a>	●●			
<a href="#">Stonegate Pool</a>	●●			
<a href="#">Youngs Pool</a>	●●			

\* ALL vending machines are self service and stocked by city/city contractor employees

● = Number of units

**Attachment B**

City Property	Signage* Locations and Details
<a href="#"><u>Overland Park Arboretum &amp; Botanical Gardens</u></a>	Signage located near concessions/cafe. Size/type to be negotiated.
<a href="#"><u>Scheels Overland Park Soccer Complex</u></a>	One (1) sign/banner no larger than 8' x 4' "Official Partner of Scheels Soccer Complex" on each of the three (3) concession stands facing high traffic areas
<a href="#"><u>Deanna Rose Children's Farmstead</u></a>	Signage located near concession stands. Size/type to be negotiated.
<a href="#"><u>St. Andrews Golf Clubhouse</u></a>	One (1) sign/banner no larger than 3'x2' "Official Partner of the St Andrews Golf Course" located on mobile bar cart
<a href="#"><u>Sykes/Lady Overland Park Golf Clubhouse</u></a>	One (1) sign/banner no larger than 3'x2' "Official Partner of the St Sykes/Lady Golf Course" located on mobile bar cart
<a href="#"><u>Overland Park Convention Center</u></a>	Signage located inside concession stands and on menu boards
<a href="#"><u>Bluejacket Pool</u></a>	One (1) banner sign no larger than 8'x4' located near the vending area or on an adjacent fence area "Official Beverage partner of Overland Park"
<a href="#"><u>Tomahawk Ridge Pool</u></a>	One (1) banner sign no larger than 8'x4' located near the vending area or on an adjacent fence area "Official Beverage partner of Overland Park"
<a href="#"><u>Youngs Pool</u></a>	One (1) banner sign no larger than 8'x4' located near the vending area or on an adjacent fence area "Official Beverage partner of Overland Park"
<a href="#"><u>Stonegate Pool</u></a>	One (1) banner sign no larger than 8'x4' located near the vending area or on an adjacent fence area "Official Beverage partner of Overland Park"

\*Signage shall be limited to recognition of the provider/partnership. Signage shall be reviewed and approved by the City prior to installation. Signage shall be provided and maintained by the vendor.

# Attachment C

## Facility Volume History

	2018						2019						2020*						2021*					
	Bottled Water	Sports Drink	Bottled Soda	Canned Soda	BIB (gal)	Other	Bottled Water	Sports Drink	Bottled Soda	Canned Soda	BIB (gal)	Other	Bottled Water	Sports Drink	Bottled Soda	Canned Soda	BIB (gal)	Other	Bottled Water	Sports Drink	Bottled Soda	Canned Soda	BIB (gal)	Other
<a href="#">Overland Park Arboretum &amp; Botanical Gardens**</a>	189	9	0	74	29	63 [1]	114	9	1	53	50	73 [2]	74	0	0	8	30	4 [3]	77	25	40	0	0	12 [4]
<a href="#">Deanna Rose Children's Farmstead</a>	1096	358	196	9	312	291	941	364	178	4	343	400 [5]	2	3	0	0	48	0	912	400	145	0	381	286 [6]
<a href="#">Overland Park Convention Center</a>	2688	247	166	1450	761	647 [7]	2054	212	226	4	769	547 [8]	512	42	61	663	383	122 [9]	1423	85	9	1022	408	153 [10]
<a href="#">Scheels Overland Park Soccer Complex</a>	630	420	0	0	471	0	606	390	0	0	417	0	288	186	0	0	234	0	540	378	0	0	248	0
<a href="#">St. Andrews Golf Clubhouse</a>	191	260	100	38	164	81 [11]	115	255	91	30	339	6 [12]	117	218	74	2	217	0	142	226	117	0	265	11 [13]
<a href="#">Sykes/Lady Overland Park Golf Clubhouse &amp; Club 27 Restaurant***</a>	179	384	169	13	253	0	86	244	156	5	307	68 [14]	201	318	130	0	488	49 [15]	254	335	145	0	644	74 [16]
<a href="#">Outdoor Pools Consolidated</a>	126	0	0	650	0	31 [17]	102	0	0	323	0	0	Did Not Open in 2020						Did Not Open Concessions in 2021					
<b>TOTAL</b>	<b>5059</b>	<b>1678</b>	<b>631</b>	<b>2234</b>	<b>1990</b>	<b>1113</b>	<b>4018</b>	<b>1474</b>	<b>652</b>	<b>419</b>	<b>2225</b>	<b>1094</b>	<b>1194</b>	<b>767</b>	<b>265</b>	<b>673</b>	<b>1400</b>	<b>175</b>	<b>3348</b>	<b>1449</b>	<b>456</b>	<b>1022</b>	<b>1946</b>	<b>536</b>

Consumption is recorded in cases unless otherwise noted.  
For detail on "Other" products see page 17.

\*Facilities were open/at limited capacity in 2020 & partially in 2021 due to the COVID-19 Pandemic

\*\*[Longhouse](#) at the Arboretum will open mid-2023. Includes an expanded cafe.

\*\*\*New Clubhouse & Club 27 Restaurant opened in 2019



## "Other" Beverages as Referenced on Page 16

[1] Fruit Juice, Bottled Coffee, Sparkling Water, and Tea

[2] Fruit Juice, Sparkling Water, Bottled Coffee, Iced Tea, Lemonade

[3] Iced Tea, Flavored Water, Bottled Coffee

[4] Iced Tea and Flavored Tea

[5] Iced Tea, Lemonade, Bottled Coffee, Fruit Juice, Coffee Energy Drinks

[6] Sparkling Water, Fruit Juice, Lemonade, Coffee, Energy Drinks

[7] Fruit Juice, Lemonade, Energy Drinks, Flavored Water

[8] Fruit Juice, Iced Tea, Flavored Water, Ginger Ale, Lemonade, Energy Drinks

[9] Tea, Energy Drinks, Fruit Juice

[10] Fruit Juice, Energy Drinks, Iced Tea, Flavored Tea

[11] Iced Tea and Lemonade

[12] Iced Tea and Flavored Tea

[13] Tonic, Seltzer, Iced Tea

[14] Ginger Beer, Energy Drinks, Coffee Energy Drinks, Protein Shakes, Fruit Juice, Sparkling Water, Iced Tea, Flavored Tea, Flavored Water

[15] Energy Drinks, Fruit Juice, Tonic Water, Iced Tea, Sparkling Water, Flavored Water

[16] Energy Drinks, Flavored Tea, Iced Tea, Flavored Water, Sparkling Water, Coffee Energy Drinks, Bottled Iced Coffee

[17] Coffee Energy Drinks

## **Attachment D**

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The following is a partial list of City Parks and Recreation events in 2022.

### **Deanna Rose Children's Farmstead:**

- April 1: Opening day
- June 4: Safety Day
- June 23: June Bug Ball
- July 4: Independence Day at the Farm

### **Overland Park Farmers' Market in Downtown Overland Park:**

- April 16- September 24: Open Sat. 7:30 am - 1 pm
- June 1- August 31: Open Wed. 7:30 am - 1 pm
- October 1- November 19: Open Oct. and Nov. Sat.; 8 am - 1 pm

### **Music + Entertainment**

- Third Friday Summer Concert Series
- Children's Concerts
- July 4: Star Spangled Spectacular in Corporate Woods Founders' Park
- September 23 - 24: Overland Park Fall Festival

### **Golf Courses:**

- August 1 - 3: Everett Vinzant/John Cosnotti Memorial Junior Golf Tournament

## **Attachment E**

The following are a summary of the minimum liability insurance requirements as of the Effective Date.

### **Commercial General Liability**

Commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under the Agreement. The City is to be named an additional insured.

\$1,000,000 per occurrence  
\$1,000,000 personal and advertising injury  
\$2,000,000 general aggregate  
\$2,000,000 products-completed operations aggregate

### **Automobile Liability**

Commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles. The City is to be named an additional insured.

\$1,000,000 per accident (BI and PD combined single limit) Statutory Minimum Limits -  
uninsured/underinsured motorist

### **Workers Compensation**

Workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Kansas;

Workers Compensation: Statutory  
Employer's Liability: \$100,000 each accident-bodily injury by accident \$500,000 policy limit-bodily injury by disease  
\$100,000 each employee-bodily injury by disease