

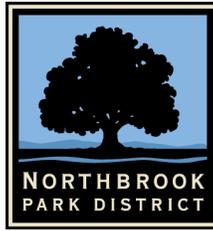
**Northbrook Park District  
Request for Proposal**

**Branding Services  
Sportsman's Country Club**

RFP Issued  
July 1, 2020

RFP Deadline  
July 15, 2020 at 1:00pm

Northbrook Park District  
545 Academy Drive  
Northbrook, IL 60062



**NORTHBROOK PARK DISTRICT**  
**Request for Proposals Announcement**  
**Branding Services**

The Northbrook Park District through this Request for Proposal (“RFP”) for branding services invites interested, experienced vendors to submit their application for re-branding of Sportsman’s Country Club with possible considerations to include but not limited to the entire facility, East-9 course, Classic-18 course, practice range, golf academy, dedicated indoor simulator space, new clubhouse and restaurant. All proposals must be submitted to Northbrook Park District, 545 Academy Drive, Northbrook, IL 60062, no later than 1pm CST on Wednesday, July 15, 2020.

All applications received by the specified deadline will be reviewed and evaluated according to the process described in the RFP. The District reserves the right to cancel this request for branding services at any time, to elect not to award the work listed, to reject any or all of the responses, to waive any informality or irregularity in any response received and is the sole judge of the merits of the respective response received.

You may obtain the RFP at no charge at 545 Academy Drive, Northbrook, IL 60062 or through our website at [nbparks.org](http://nbparks.org), under Bids & RFPs.

All questions regarding this RFP should be sent by no later than 1pm CST on Wednesday, July 8, 2020 to: Joan Scovic, Director of Marketing & Communications, Northbrook Park District, 545 Academy Drive, Northbrook, IL 60062, (847) 897-6129, [jscovic@nbparks.org](mailto:jscovic@nbparks.org).

## **Section 1: Introduction and General Information**

The Northbrook Park District (the “Park District” or the “District”) requests proposals from qualified and experienced firms in brand strategy development as specified in this Request for Proposal (“RFP”).

The services provided by the successful firm for brand strategy development will be integral in the Park District’s outreach regarding redevelopment of Sportsman’s Country Club which includes construction of a new clubhouse with year-round restaurant and dedicated indoor simulator space along with golf course renovations across 27 holes including the practice range, new forward tees and new short game practice area, re-grassing and irrigation improvements.

Each respondent must reply to this request for proposal (“RFP”) by supplying a proposal with all relevant information that meets the requests and standards set forth in this RFP.

Each respondent must submit one (1) original and seven (7) printed and bound copies and one digital copy of the proposal to:

Joan Scovic  
Director of Marketing & Communications  
Northbrook Park District  
545 Academy Drive  
Northbrook, IL 60062

For purposes of this RFP, the terms “Vendor” and “Consultant” shall mean the party submitting a proposal for, or entering into the contract for the performance of the services outlined herein.

### **A. Response Date**

One (1) original and seven (7) printed and bound copies and one digital copy of the proposal must be received on or before 1pm CST on Wednesday, July 15, 2020. Proposals received after this time will not be considered. It is the sole responsibility of the respondent to ensure that the Park District has received the proposal on time. Electronic or facsimile transmission will not be accepted.

### **B. Park District Responses to Questions**

Questions or requested clarifications or additional information regarding this RFP must be emailed to [jscovic@nbparks.org](mailto:jscovic@nbparks.org) no later than 1pm CST on Wednesday, July 8, 2020. All questions, answers, and addenda will be shared with all known recipients of this RFP and posted to [nbparks.org](http://nbparks.org).

### **C. Review of Proposal**

Each proposal will be reviewed for completeness prior to actual evaluation. The Park District reserves the right to eliminate from further consideration any proposal the Park District deems to be substantially or materially unresponsive to the requests for information contained herein.

### **D. Modification and Withdrawal**

A proposal may not be modified, withdrawn or canceled by a Vendor for a period of sixty (60) days after the time and date designated for receipt of proposal. A Vendor may withdraw or modify a submitted proposal before the time and date designated for receipt by providing a

written notice to the party receiving proposals on behalf of the Park District as noted herein.

**E. Award of Project**

Upon review of proposals received in response to this RFP, the Park District will enter into an agreement with the Vendor that is best qualified based on the criteria and requirements set forth in this RFP, is responsible and responsive to requested criteria and which provides the best overall value to the Park District. The proposal amount will be considered in selection of a Vendor, but will not be the sole criteria for award of the contract.

**F. Cancellation of RFP**

The Park District reserves the right to reject any and all proposals, or to accept any portion of the proposal, to waive any formality, technicality or irregularity in any proposal, and to be the sole judge of the value and merit of the proposals offered. Such decisions by the Park District shall be final.

**G. Notice of Freedom of Information Act**

After award of the contract for this Project, all responses, documents, and materials submitted by respondents pertaining to this RFP will be considered public information, subject to inspection.

By submitting a proposal or otherwise responding in any way to this RFP, each respondent acknowledges the following:

1. The District is subject to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"), and any and all information submitted by the respondent to the District is subject to disclosure to third parties in accordance with FOIA.
2. If a respondent intends for the District to withhold the respondent's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the respondent must include with its proposal submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the respondent, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the respondent at the time of bid submittal will be presumed to be open to public inspection. The respondent may be required to substantiate the basis for its claims at a later time.
3. Notwithstanding timely notice received from a respondent in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

**Section 2: District Overview**

The Northbrook Park District is located in northern Cook County and is governed by a seven-member Park Board of Commissioners. The Park District serves approximately 33,300 residents and its boundaries cover approximately 17 square miles. The Park District maintains approximately 509 acres of land. The Park District has 21 parks and several facilities, including: the Leisure Center consisting of a preschool, Northbrook Theatre and Senior Center; two outdoor aquatic facilities; Sportsman's Country Club, a 27-hole golf course currently under renovation; Anetsberger 9-hole golf course; the Ed Rudolph Velodrome;

two sled hills; an outdoor athletic field complex; a new Activity Center opening in December 2020; and the Northbrook Sports Center which contains two full-sized indoor ice rinks.

More information about the Park District, including the 2017 Comprehensive Master Plan, recent community surveys, reports, program registration, construction projects, parks and facilities can be found on the Park District's website at nbparks.org.

The Park Board of Commissioners approved the Comprehensive Master Plan: Moving Forward 2026, in February 2017 (the "CMP"), which provides direction for the Park District for a ten-year period. The CMP outlines key operational and capital initiatives determined by Northbrook residents as their priorities for investment. The four key goals from the CMP include adding indoor program space, updating existing facilities, establishing new parks and open space, and creating a community-wide trail/bike network.

One of the projects currently underway to meet several of these goals is golf course renovation and new clubhouse construction at Sportsman's Country Club scheduled for completion late Summer 2021.

### **Section 3: Vendor's Understanding of the RFP**

In responding to this RFP, the Vendor accepts full responsibility to review and understand the RFP in its entirety, and in detail, including making any inquiries to the Park District as necessary for clarification and information. Failure to make such review or inquiry shall not excuse the Vendor from performance of the duties and obligations imposed under the terms of the agreement. Once the award has been made, failure to have read all the conditions, instructions and specifications of this RFP shall not be cause to alter the terms and conditions of the agreement or to request additional compensation.

Further, the Park District reserves the right, at its sole discretion, to eliminate from further consideration any proposal the Park District deems to be substantially or materially unresponsive to this RFP. Such elimination shall be at no fault, cost, or liability whatsoever to the Park District.

### **Section 4: Evaluation and Selection Process**

- A. RFP responses will be evaluated to determine the ability of each Vendor to provide the required services. The Park District will select the firm that best meets the Park District's needs, with price being only one factor the Park District will consider in making this determination. The recommendation of the evaluation team will be subject to approval of the Northbrook Park District Park Board of Commissioners. The Park District will award the contract to the Vendor based on the following key evaluation criteria:
1. Applicants' capability and history in the facilitation, leadership and development of a branding project for similar clients and/or comparable services.
  2. Examples of methodology for:
    - a. analysis of current District reports and data along with evaluation of the need for additional community input;
    - b. additional data collection as deemed necessary by the analysis conducted in Section 4.A.2a above;
    - c. determination of the need for a new name and rebranding;
    - d. name, logo and brand identity development; and

- e. how to best leverage the brand in the community while also attracting customers from the broader region.
  3. Ability to demonstrate the competence of the Project team to perform the work.
  4. Past record of performance as determined from available information, including references from Consultant's former clients.
  5. Demonstrate capability under current workload and resources available to perform the work within the Project schedule.
  6. Diversity of Project team and the qualifications and experience each member will bring to the Project.
- B. The process for selection of the successful Vendor will be as follows:
  1. All valid, complete and timely responses will be evaluated by a review team. Members of this team will include the Park District's Executive Director, Director of Marketing & Communications, Director of Golf Operations, two Board members, senior level District staff and other knowledgeable professionals in the field.
  2. Responses will be reviewed by the team and ranked based on the criteria set forth in Section 4A of this RFP. Those applicants that rank the highest from the pool of responses received will be considered and scheduled for an oral presentation and interview. The number of finalists to be interviewed will be determined by the review team based on the responses received by the submittal deadline.
  3. The proposal from the Vendor selected by the team for award of the Project will be forwarded for recommendation and final approval by the Park District's Park Board of Commissioners.,
  4. The Vendor awarded this Project shall enter into an agreement with the Park District substantially in the same form as attached to this RFP. A certificate of insurance naming the Park District as an additional insured is required within 5 business days upon award of this Project.

### **Section 5: Statement of Qualifications Information**

Each respondent submitting a proposal must include a statement providing the following information:

#### **A. Firm's Profile**

1. Name, Address, Contact Person, Phone, Email and Web Address;
2. General Background; and
3. Service Offerings.

#### **B. Project Team**

1. A narrative describing the roles of each team member assigned to the Project;
2. Resumes and/or professional biographies of Project team members; and
3. Information on "sub" contributors for the Project, if any, including related Project experience of firm and of the individual team members.

#### **C. Related Project Experience**

1. State experience in developing naming, logo design, and brand identity projects;
2. Provide examples of projects completed by firm; and

3. Description of scope and size of completed projects including other park districts or similar organizations.

**D. Project Approach**

1. Description of the approach your firm would use to meet the expectations of the Park District and the results of this approach; and
2. Examples of project management systems and measurements that your firm would use to complete the Project.

**E. References**

1. Provide a minimum of five (5) references on similar projects, including the dates of the projects.

**Section 6: Cost Proposal**

Applicant shall submit a detailed cost proposal with a breakdown of the fees to perform the work outlined. The Project cost for services shall be a “not to exceed cost for services.” The cost proposal shall be in a separate sealed envelope submitted with one (1) original and seven (7) printed and bound copies and one (1) digital copy. The words “Cost Proposal” along with the Vendor name, project name, date, and time of opening must be located in the lower left corner of the cost proposal envelope. The Northbrook Park District is not responsible for the premature opening of proposals not marked as required. Any proposal opened prematurely due to the failure of the Consultant to mark the envelope in accordance with this section will be considered non-responsive and returned.

**Section 7: Scope of Work**

**Sportsman’s Country Club Branding Project**

The successful Vendor will evaluate the current branding of the facility and develop a compelling rebranded identity that articulates what this premier golf facility offers the community and what makes this facility relevant and vital to a wide range of audiences including residents, Board, staff, local corporations, stakeholders, partners and sponsors.

**A. Scope of Work**

1. Develop an integrated brand identity that includes:
  - a. Analysis of current District reports and data;
  - b. Determination of the need for additional community input and execution of any necessary additional data collection;
  - c. Evaluation of current names and sub-brands including but not limited to the entire facility, Classic 18 course, East 9 course, clubhouse, restaurant, Northbrook Golf Academy, and practice range;
  - d. Determination of new facility name and new sub-brand names as determined to be necessary;
  - e. Creation of logo design and visual identity for facility and sub-brands as deemed necessary; and
  - f. Review and recommendation of key brand strategy initiatives to develop broader regional appeal.

2. Detail the objectives and methods to be undertaken including, but not limited to:
    - a. Review existing internal/external materials including market
    - b. Analyze target markets and recommend branding strategies accordingly;
    - c. Develop name, logo, and brand identity as deemed necessary for the entire facility as well as
  3. Work with Director of Marketing & Communications throughout Project, meeting in-person and/or virtually as deemed necessary by the District's Project Team, and continue reasonable support to the Park District up to 30 days after Project completion.
  4. Complete Project aligned with date established between Vendor and Consultant, no later than December 31, 2020.
- B. Consultant will provide the following in conjunction with the Scope of Work:
1. Conduct a kickoff meeting with Park District Project Team to discuss the goals of the Project, timeline and parameters.
  2. Conduct in-person meetings with Park District team including Directors, Board, staff and stakeholders pertaining to vision and goals of the Project along with desired outcomes.
  3. Attend scheduled meetings/conference calls with Park District team to discuss Project progress.
  4. Comply with District timelines and turnaround schedules to meet project benchmarks and deliverable dates which might be affected by previously determined Board meeting dates.

#### **Section 8: Deliverables**

Deliverables for the Project phase will include:

- A. Summary report of data collected through document review and collection of any additional community input used to determine branding processes for the facility and sub-brands;
- B. Names/Logos for overall facility and identified sub-brands;
- C. Recommendations for overall facility branding with both District resident and broader region audiences kept in consideration;
- D. Executive Summary of the Project;
- E. Presentation to Park Board of Commissioners; and
- F. Presentation to staff.

#### **Section 9: Additional Terms and Conditions**

The following are additional terms and conditions of this Project:

A. Contract Documents

The Vendor awarded this Project shall enter into an agreement with the Park District substantially in the same form as attached to this RFP and based on terms and conditions as approved by the Park District. This RFP, the Vendor's proposal, the negotiated agreement, and any other documents specified by the Park District shall form the Contract Documents.

B. Costs

This RFP does not obligate the Park District to pay for any costs, of any kind whatsoever that may be incurred by a Vendor or any third parties, in connection with the RFP response. All RFP responses and supporting documentation shall become the property of the Park District,

subject to claims of confidentiality in respect of the RFP response and supporting documentation.

C. Payment

Payment shall be made by the Park District to the Vendor awarded the contract for services properly completed upon the Park District's receipt of an invoice itemizing the services performed for the period covered by the invoice. The Vendor will invoice the Park District on a monthly basis. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

D. Intellectual Property

Any Vendor in receipt of this RFP is prohibited from using any intellectual property of the Park District including, but not limited to, all logos, registered trademarks, or trade names of the Park District, at any time without the prior written approval of the Park District, as appropriate.

Any and all documents, including but not limited to, any plans, notes, analysis, and any other documents prepared by the Consultant in the performance of its services under the agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District.

E. Insurance and Indemnification

The successful firm shall provide evidence of the following insurance coverage, within 5 days upon award of this project:

1. Insurance

- a. Commercial General and Umbrella Liability Insurance (CGL): CGL shall be provided and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the occurrence limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

The Park District, its officers, agents, employees and volunteers shall be named as additional insured under the CGL, using ISO additional insured endorsement CG 20 10, or a substitute form providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respects to any other insurance or self-insurance afforded to the Park District.

- b. Professional Liability Insurance: Professional liability coverage shall be provided and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform the professional services required hereunder.
- c. Business Auto and Umbrella Liability Insurance: Business Auto Liability Coverage shall be provided and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos.
- d. Workers Compensation Insurance: Worker's compensation and employers' liability insurance shall be provided as statutorily required items.
- e. General Insurance Provisions
  - (i) Evidence of Insurance. Prior to beginning work, the Consultant shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting the Consultant from commencing any services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District. Failure to maintain the required insurance may result in termination of this agreement at the Park District's option. The Consultant shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.
  - (ii) Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.
  - (iii) Cross-Liability Coverage. If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
  - (iv) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Consultant may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(v) Subconsultant. The Consultant shall cause each subconsultant employed by Consultant to purchase and maintain insurance of the type specified above. When requested by the Park District, Consultant shall furnish copies of certificates of insurance evidencing coverage for each subconsultant.

2. Indemnification

To the fullest extent permitted by law, the successful Consultant shall, if awarded a contract with the Park District, agree to indemnify and hold harmless the Park District, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and including the loss of use resulting there from; and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Consultant or anyone directly or indirectly employed by the firm or anyone for whose acts it may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. Consultant shall similarly agree to protect, indemnify and hold and save harmless the Park District, its officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions, and expenses, including but not limited to legal fees incurred by reason of Consultant's breach of any of its obligations under, or default of, any provision of any contract entered with the Park District for such services.

F. RFP Responses

All accepted RFP responses shall become the property of the Park District and will not be returned.

G. Governing Law

This RFP and the resulting agreement shall be governed by the laws of the state of Illinois. Any suit or action arising under this RFP or resulting contract shall be commenced in the Circuit Court of Cook County, Illinois. In any suit or action arising under this RFP or the resulting agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

H. No Liability

The Park District shall not be liable to any vendor, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Vendor responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

I. Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP.

J. Compliance with Laws:

All services and Vendor shall comply with all federal and state laws, county and municipal codes, ordinances, rules and regulations that in any manner affect the services to be provided or the operations of Vendor, including, but not limited to, all laws governing employment. Vendor shall execute the Consultant's Certification and Compliance Attachment, which shall attach to and become a part of the agreement.

**Section 10: RFP Schedule**

The following is the estimated timetable for this Project:

<b><u>Date/Timeframe</u></b>	<b><u>Project Task</u></b>
July 1, 2020	RFP is released
July 8, 2020	Questions due by 1pm CST
July 15, 2020	Proposals in response to RFP are due by 1pm CST
July 20, 2020	Those selected for interviews are notified
August 3, 2020	Interview presentations take place
August 26, 2020	Contract Awarded at Park Board Meeting

**Section 11: Cancellation of RFP**

The Park District reserves the right to cancel this RFP at any time, to elect not to award the work listed, to reject any or all of the responses, to waive any informality or irregularity in any response received, and is the sole judge of the merits of the respective responses received. While the Park District intends to award all tasks included in this RFP to one Vendor, the Park District also reserves the right to contract any task or portion of this work separately.

**Proposal Form**

\_\_\_\_\_ (Name of Firm) proposes to complete and deliver the services for the Project as outlined in this RFP to the Northbrook Park District no later than December 31, 2020 in the amount not to exceed \$\_\_\_\_\_, plus reimbursable expenses associated with providing the services (such as mileage, copies and other costs) in the amount not to exceed \$\_\_\_\_\_.

Further, the undersigned is a duly authorized officer, hereby certifies that:

\_\_\_\_\_  
(Vendor Name)

agrees to be bound by the content of this RFP and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda issued thereto in the event of an award. Vendor's proposal shall remain valid for a period of 60 calendar days after the time and date designated as the RFP response deadline.

Name	
Title	
Company	
Address	
City, State, Zip	
Phone	
Email	

Signature\_\_\_\_\_

Date\_\_\_\_\_

**Notice**

- A. This RFP is not a contract or offer of employment.
- B. The cost of preparation of proposals shall be the sole obligation of the Consultant.
- C. All submitted proposals, whether accepted or rejected, are the property of the Northbrook Park District.
- D. Elements and/or tasks in a proposal may be added or deleted at the discretion of the Park District pending negotiation of the scope of work and compensation.
- E. The firm selected to perform the work must enter into an agreement with the Park District, substantially in the same form as included in this RFP.
- F. Each firm must submit an executed Consultant Compliance and Certification Attachment with their proposal.

## CONSULTANT COMPLIANCE AND CERTIFICATION ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Northbrook Park District and the Consultant. Breach by the Consultant of any of the certifications may result in immediate termination of the Consultant's services by the Park District.

The undersigned Consultant hereby certifies, affirms and agrees as follows:

- A. Consultant has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Consultant shall abide by and comply with, and in contracts which it has with all persons providing any of the services on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations included without limitation those relating to 1) fair employment practices, affirmative action, and prohibiting discrimination in employment; 2) workers' compensation; and 3) workplace safety.
- C. To the best of Consultant's knowledge, no officer or employee of Consultant has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Consultant is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Consultant also certifies that no officers or employees of the Consultant have been so convicted and that Consultant is not the successor company, or a new company created by the officers or owners of one so convicted. Consultant further certifies that any such conviction occurring after the date of this certification will be reported to the Northbrook Park District, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Agreement therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Consultant has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Consultant's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Consultant further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- F. (i) Consultant's proposal was made without any connection or common interest in the profits anticipated to be derived from the Agreement by Consultant with any persons submitting any proposal for the Agreement; (ii) the Agreement terms are in all respects fair and the Agreement will be entered into by Consultant without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Consultant's proposal or in Consultant; (iv) the Consultant has not directly or indirectly provided, and shall not directly or indirectly provide,

funds or other consideration to any person or entity (including, but not limited to, the Northbrook Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Park District and the Consultant. Additionally, the Consultant shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- G. Consultant knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Consultant further certifies that Consultant is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Consultant is not barred from contracting with the Park District because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Consultant further certifies that it understands that making a false statement regarding delinquency to taxes is a Class A misdemeanor and, in addition, voids the Agreement and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Consultant.
- I. If Consultant has 25 or more employees at the time of the RFP, Consultant knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the sections required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Consultant further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a violation of the Illinois Drug Free Workplace Act.
- J. Consultant shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Northbrook Park District's designated Freedom of Information Act Officer (FOIA Officer), Consultant shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Consultant that is deemed a public record under FOIA.

SIGNATURE PAGE TO FOLLOW



## AGREEMENT FOR BRANDING SERVICES

**THIS AGREEMENT FOR BRANDING SERVICES** (hereinafter referred to as the "Agreement"), made this \_\_\_ day of \_\_\_\_\_, 2020, by and between the Northbrook Park District, an Illinois unit of local government with its principal place of business at 545 Academy Drive, Northbrook, Illinois 60062 (the "Park District") and \_\_\_\_\_ an Illinois \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (the "Consultant"). Park District and the Consultant are hereinafter sometimes individually referred to as a "Party" or collectively as "Parties."

### RECITALS

WHEREAS, the Park District desires the Consultant to perform certain services for the Park District in connection with the Park District's development of branding for the Park District's Sportsman's Golf Course facility (the "Project"), as detailed in the RFP dated July 1, 2020, attached to and incorporated by reference to this Agreement (the "Scope of Services"); and

WHEREAS, the Park District wishes to retain the Consultant and the Consultant wishes to provide the services to the Park District described hereunder based on the terms and conditions set forth in this Agreement.

### WITNESSETH

NOW THEREFORE, in exchange for consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the Parties, the Park District and the Consultant agree as follows:

1. Consulting Services. The Park District hereby hires Consultant and Consultant hereby agrees to provide consulting services, upon the terms and conditions set forth in this Agreement, and the Scope of Services (the "Services").
2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Consultant, the Scope of Services, Consultant's proposal dated \_\_\_, 2019, attached to and incorporated by reference to this Agreement ("Consultant's Proposal"), Consultant's Compliance and Certification Attachment, attached to and incorporated as **Exhibit A** to this Agreement, Addendum \_\_\_\_\_, attached to and incorporated by reference to this Agreement, and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein.
3. Term. Consultant shall complete the Services on or before December 31, 2020. Time is of the essence of this Agreement.
4. Performance of Work. The Consultant agrees to perform faithfully, industriously, and to the best of the Consultant's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry experts engaged in similar services, all of the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Park District. The Consultant shall perform all of its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable federal, state and local laws, regulations, codes, ordinances, orders and with those of

any other body having jurisdiction. The Park District shall be the sole judge of whether the Consultant's duties are performed satisfactorily.

5. Payment for Services.

a. The Park District agrees to compensate the Consultant for providing the Services in the amount not to exceed \_\_\_\_\_ and /100 Dollars (\$\_\_\_\_) (the "Consultant's Fee") plus the reimbursable expenses set forth in Section 6.

b. The Consultant shall invoice the Park District on a monthly basis for all Services provided by the Consultant to the Park District for the preceding month. Payment of said invoices, and any late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505 *et seq.*).

c. Prior to final payment to Consultant, the following conditions shall be fulfilled by Consultant:

i. Consultant shall have made, or caused to have been made, all corrections and completion in the Consultant's Services which are required to remedy any defects therein or obtain compliance with this Agreement. Consultant shall, if required by the Park District, deliver a certificate to the Park District certifying such matters the Park District may reasonably require; and

ii. Consultant shall have delivered to the Park District all deliverables required by this Agreement.

6. Reimbursable Expenses. Consultant's reimbursable expenses shall not exceed \$ \_\_\_\_\_. Consultant shall not be entitled to any additional payment for expenses except as provided in Section 7 of this Agreement.

7. Additional Services. Except for this Agreement, there shall be no other basis for compensation for services or reimbursement for expenses rendered on behalf of the Project by Consultant ("Additional Services") unless otherwise mutually agreed upon by the Parties.

In the event any other Additional Services are required, Consultant shall notify the Park District regarding the nature and extent and cost of any said Additional Services. Consultant shall not perform any Additional Services unless approved in writing in advance by the Park District.

8. Park District Responsibilities. The Park District agrees to provide all materials and other information necessary to or requested by the Consultant reasonably necessary for the Consultant to complete the delivery of the Services by the Consultant in a timely manner.

9. Designated Representatives. The Park District hereby designates Joan Scovic as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to the Consultant at all reasonable times for consultation with the Consultant. The Consultant shall confirm to the Park District in writing any decision made by the Park District's Representative. The Consultant hereby designates \_\_\_\_\_ as the Consultant's Representative ("Consultant's Representative") for all matters for the Consultant under this Agreement and with respect

to the Services to be performed by the Consultant for the Park District. The Consultant's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by the Consultant's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

10. Ownership of Instruments of Service. Any and all documents, including but not limited to, any plans, notes, analysis, and any other documents prepared by the Consultant in the performance of its Services under this Agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights.

Consultant is prohibited from using any intellectual property of the Park District including, but not limited to, all logos, registered trademarks, or trade names of the Park District, at any time without the prior written approval of the Park District, as appropriate.

11. Other Consultants. Park District reserves the right to let other contracts for professional services in connection with the Project. Consultant shall cooperate fully with any other consultants retained by Park District and shall properly coordinate the Services with those services provided by other consultants.

12. Termination. This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon five (5) days written notice. In the event of such termination, the Consultant will be paid for all approved Services rendered to the date of termination, and upon such payment, all obligations of the Park District to the Consultant under this Agreement shall cease. Consultant shall not be entitled to damages or lost profits resulting from termination for convenience under this Section. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of its services under this Agreement up to and including the date of termination.

The Park District shall have the right to terminate this Agreement immediately and without notice upon the Consultant's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. Upon termination due to the Consultant's breach of this Agreement, the Consultant shall pay the Park District all reasonable costs incurred by the Park District due to said breach, including the cost of obtaining replacement services. In the event of such termination, payment to the Consultant of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by the Consultant against the Park District under this Agreement, and acceptance of sums paid by the Consultant shall constitute a waiver of any and all claims that may be asserted by the Consultant against the Park District. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of their Services under this Agreement up to and including the date of termination.

13. Insurance. The Consultant shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance. The Consultant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less

than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The Park District, its officers, agents, employees and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Professional Liability Insurance. The Consultant shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$1,000,000 aggregate.

C. Business Auto and Umbrella Liability Insurance. The Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. The Consultant shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Consultant waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Consultant's work.

#### E. General Insurance Provisions

(1) Evidence of Insurance. Prior to beginning work, the Consultant shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting the Consultant from commencing the Services until such certificates or other evidence that insurance has been placed

in complete compliance with these requirements is received and approved by the Park District. Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. The Consultant shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

(2) **Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) **Cross-Liability Coverage.** If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(4) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Consultant may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(5) **Sub-consultant.** The Consultant shall cause each sub-consultant employed by Consultant to purchase and maintain insurance of the type specified above. When requested by the Park District, Consultant shall furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

14. **Indemnification.** To the fullest extent permitted by law, the Consultant, its officers, directors, employees, volunteers and agents shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the Services performed by the Consultant, its officers, directors, employees, volunteers and agents under this Agreement, including but not limited to any accident, injury, damage, property loss or theft, except to the extent caused by the negligence or omission of the Park District, or arising from or in any way connected with any act, omission, wrongful act or negligence of the Consultant, its officers, director, employees, volunteers and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Park District. The Consultant shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of the Consultant's breach of any of its obligations under, or the Consultant's default of, any provision of this Agreement.

15. **No Liability.** The Park District shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation the Consultant's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the Consultant's Services and obligations under this Agreement. The Park District shall not be liable for acts or omissions of the Consultant or any of the Consultant's employees, subcontractor's,

agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Consultant.

16. Independent Contractor. The relationship between the Consultant and the Park District is that of an independent contractor. The Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. The Consultant shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. The Consultant is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

17. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or the Consultant, and/or any of their respective officials, officers and/or employees.

18. Laws, Permits, Approvals and Licenses. The Consultant shall comply with all applicable codes, laws, ordinances and regulations of the Park District, the Village of Northbrook, Cook County, the State of Illinois, and the Federal Government. The Consultant shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under this Agreement.

19. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Cook County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

20. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement, or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

21. Non-Assignment. This Agreement is non-assignable in whole or in part by the Consultant, and any assignment shall be void without prior written consent of the Park District.

22. Entire Agreement. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.

23. Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

24. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

25. Notice. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by electronic mail, upon confirmation of receipt; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Consultant:

If to the Park District: Executive Director  
Northbrook Park District  
545 Academy Drive  
Northbrook, Illinois 60062  
Email: mhamer@nbparks.org

26. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

**NORTHBROOK PARK DISTRICT**

**CONSULTANT**

By:

By:

\_\_\_\_\_  
President  
Board of Park Commissioners

\_\_\_\_\_  
Title:

Attest:

Attest:

By:

By:

\_\_\_\_\_  
Secretary  
Board of Park Commissioners

\_\_\_\_\_  
Title