



## **Request for Proposal**

### **Website Design**

**For**

**Plainfield Park District**

**RFP Submission Deadline:**

May 25, 2017

**At**

**Plainfield Park District  
Recreation Administration Center  
23729 W. Ottawa St.  
Plainfield, IL 60544**



**PLAINFIELD PARK DISTRICT  
REQUEST FOR PROPOSALS FOR  
Website Design**

The Plainfield Park District is accepting proposals for the design and development of a new website. Proposals are due by May 25, 2017. All proposals must be enclosed in sealed envelopes labeled : RFP Website Design to the attention of Corinne Vargas, Marketing Manager, Plainfield Park District.

All questions regarding this RFP should be sent to:

Corinne Vargas  
Marketing Manager  
Plainfield Park District  
23729 W. Ottawa St.  
Plainfield, IL 60544  
(815) 436-8812 x21  
vargas@plainfieldparkdistrict.com

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

The Plainfield Park District (the “District”) requests proposals from qualified and experienced firms with backgrounds in website design and website development to provide design services related to the development of a new website. The website is integral in the overall communications and marketing of the District to Plainfield residents, community and District patrons.

Each respondent must reply to this 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) digital copy on USB (3) printed and bound copies of its proposal to:

Corinne Vargas  
Marketing Manager  
Plainfield Park District  
23729 W. Ottawa St.  
Plainfield, IL 60544

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) unbound marked original and three (3) printed and bound copies of the proposal must be received on or before May 25, 2017 at 1pm. Proposals received after this time will not be considered. It is the sole responsibility of the respondent to ensure that the 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 the RFP must be emailed to vargas@plainfieldparkdistrict.com no later than May 5, 2017 at 1pm. Questions will be addressed in an addenda and issued Tuesday May 16, 2017. Any addenda shall become part of the Proposal Documents and will be furnished to all prospective Consultants registered with the District and posted on the District's website.

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

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

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 District as noted herein.

**D. Award of Project**

Upon review of proposals received in response to this RFP, the District will enter into a contract 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 District. The bid cost is not the only criteria for selection.

The 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 District shall be final.

**Section 2: District Overview**

The Plainfield Park District, incorporated in 1966, is located in Will and Kendall Counties, and encompasses all of Plainfield Township and portions of Wheatland Township in Will County and Na-Au-Say Township in Kendall County, including areas of Bolingbrook, Crest Hill, Joliet, Plainfield and Romeoville, as well as some unincorporated areas. The Park District boundaries cover more than 43.04 square miles or approximately 27,545 acres and serves a population of more than 100,000 people. The Park District is ranked 9th largest in the State of Illinois based on population served.

The Park District is governed by an elected seven-member board and operates under a Board-Manager form of government, with its primary purpose to provide parks and recreational opportunities to its residents. Services provided include recreation programs, park management, capital development and general administration. The Park District manages 91 parks on approximately 1,500 acres. Recreational facilities and amenities operated by the Park District include 64 playgrounds, 2 skate parks, 3 dog parks, 25 basketball courts, pathways, bike trails and numerous sports fields for baseball, football, soccer and softball in addition to the Recreation/Administration Center, Recreation/Administration Center Annex, Normantown Equestrian Center, Ottawa Street Pool, Heritage Professional Center, Streams Recreation Center and the Plainfield Township Community Center.

**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 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 contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

Further, the District reserves the right, at its sole discretion, to eliminate from further consideration any proposal the District deems to be substantially or materially unresponsive to the requests for information contained herein. Such elimination shall be at no fault, cost, or liability whatsoever to the 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 District will select the firm that best meets the District's needs, with price being only one factor that the District will consider to make this determination. The recommendation of the evaluation team will be subject to approval of the Plainfield Park District Board of Park Commissioners. The 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 comprehensive website for similar clients and/or comparable services.
  2. Quality of the proposed service to include unique systems, current best practices and approach to the development of website which reflects the unique characteristics and needs of the Plainfield Park District and the residents we serve. **Best practices include: navigation, structure, visual design, functionality, and overall experience.**
  3. Ability to demonstrate the technical competence of the project team to perform the work.
  4. Past record of performance as determined from available information, including direct communication by the District with 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 request for proposal for the project will be as follows:
1. All valid, complete and timely responses will be evaluated by a review team. Members of this team will include senior level District staff and other knowledgeable professionals in the community.
  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. If a suitable candidate emerges after the completion of the interview process, the qualified applicant will be forwarded for recommendation and final approval by the District's Park Board of Commissioners and award of professional services agreement, pending successful negotiations between the applicant and the Park District. The vendor awarded this project shall enter into a contract with the District substantially in the same form as attached to this RFP. A certificate of insurance naming the District as an additional insured is required within 5 business days upon award of this project. Fee proposal will only be opened for selected firm as a basis for beginning contract negotiations.

### **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.
3. Service Offerings.

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

1. A narrative describing the roles of each team member assigned to the project.
2. Resumes of project team members.
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 completing websites.
2. Provide examples of projects completed by firm.
3. Description of creative examples used in development and design of website.
4. Description scope and size of completed projects including other park districts or similar organizations.

**D. Project Approach**

1. Description of the approach your firm would be using to meet the expectations of the District and the results of this approach.
2. Include examples of project management systems and controls that your firm would use to complete website.

**E. References**

1. Provide a minimum of three (3) references on similar projects including year of project.

**Section 6: Cost**

Applicant shall submit a detailed cost proposal with a breakdown of the fees to perform the work outlined in this RFP. The project cost for services shall be a “not to exceed cost for services”. **The cost proposal shall be in a separate sealed envelope in the same packet as the proposals.** The project name, date, and time of opening must be located in the lower left corner of the envelope. The Plainfield Park District is not responsible for the premature opening of proposals not marked as required. Any cost 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. Fee proposal will only be opened for selected firm as a basis for beginning contract negotiations. If the District and selected firm fail to reach a contract the District will proceed with negotiations with next highest ranked firm.

**Section 7: Scope of Services****New District Website**

Develop a dynamic website that utilizes progressive technology to interact with our residents, community and patrons. Website should reflect District Mission, Vision and Values: OUR MISSION: The Plainfield Park District seeks to enhance lives through quality recreation opportunities.

OUR VISION: We aspire to be innovative in administration, recreation and preservation.

OUR VALUES: Our Values center on: • Community • Fiscal Responsibility

• Stewardship of Natural Resources • Health & Wellness

1. Consultant will provide the following:
  - a. Conduct a kickoff meeting with Park District staff to discuss the goals of the project, timeline and parameters.
  - b. Conduct input meetings with District website team pertaining to vision and goals of the project along with desired outcomes including functionality, style, and design direction.
  - c. Attend scheduled progress update meetings/conference calls with District website team.
  - d. Conduct a meeting with Marketing and Leadership Team midway through the project to provide an update and get feedback.
  - e. Must have business based in the State of Illinois
2. Scope of Work  
Provide Project Work Plan that includes project management flow for tasks, key milestones, target deadlines, and department/staff timelines.

- a. Deliverables to include: dynamic website, site architecture, all image files core design files (illustrator/photoshop files) including buttons/patterns, HTML/CSS templates, content management system (CMS) files, background codes and scripts.
- b. Style guide created (color codes, fonts, type sizing, etc). Paragraph styles to include hierarchy styles: page title, header, subhead, 3rd level header, body copy, table template/styling.
- c. Provide website management and usage training to Park District Marketing prior to launch.
- d. Complete approved project and launch site within **six months** of project acceptance by both parties.
- e. Work with Park District Marketing for duration of project and continue reasonable support to Park District after website goes live and troubleshooting has been completed.

### 3. Function and application

- Mobile/Tablet optimized (not just compatible)
- Synched to online registration
- Map and direction integration
- Website speed optimized
- User-friendly forms
- Dashboard development
- Analytics enabled
- Emergency alert popup
- Photo gallery - dynamic
- Calendars - dynamic
- Social Media widgets

### 4. Design Feel

- Intuitive layout, modern, good use of white space
- Emphasis on images and content
- Flexible design to handle large volume of messages and information that changes daily
- Easy to read and navigate, visual consistency
- Employ AIDA model on site

### 5. Design Element Deliverables

- Responsive design
- Flat design elements
- ADA compliant
- Easy to update
- Standard color palette that complements Park District brand/logo/colors

- Standard fonts (Google font selection preferred) and type size hierarchy for headline and subheads throughout website
- Larger monitor width screen format
- No Flash components
- Homepage to include:
  - user-friendly layout
  - masthead with 4-color PARK DISTRICT logo
  - social media icons/widgets
  - search bar
  - easy to use navigation system
  - Footer
  - Normantown Equestrian Center link
  - Great Adventures Preschool Link
  - Scout Fan Club link
  - Registration link
  - Buttons and links to be in alphabetical order
  - Defined areas for:
    - highlighting upcoming event information
    - posting important messages, images, video,
    - quick links to frequently used areas of the site
    - calendar feeds
    - electronic brochures
    - email sign up
    - newsroom (for press releases, media contact info, recent articles)
    - Project updates/bid information
    - Sub buttons to be in alphabetical order
- All internal pages to include: masthead elements and top navigation bar, links to share via email & social media and to print.
- Section landing pages to include: standardized layout for facility information (name, address, phone number, hours, staff) dynamic element (slider), logical navigation for section pages, images, video, photo albums.
- Park Map (Google Driven)
  - Google maps integration
  - Interactive Map

Events pages to include: main image of event or event illustration, Event name, date, time, description, registration, pricing, videos, sponsor logos (if applicable), sharing & printing icons, as well as icon to add to your calendar.

Provide design support for Park District registration system portal.



6. Website Development Deliverables
  - a) Website wireframe and style-sheet to be provided by designer
  - b) Integration across all mobile platforms (responsive site)
  - c) Integration with Park District registration system
  - d) Content Management System
  - e) Larger Screen Width Format
  - f) ADA Compliant
  - g) Google Maps integration
  - h) Search Engine Optimization
  - i) Google search analytics integration
  - j) Develop and implement dynamic calendar, events pages and feeds to homepage
  - k) Develop dynamic park and facility map with imbedded Google maps
  - l) Integrate photo album and video options for the site
  - m) Integrate easy to use table-making tool for site
  - n) Integrate weather updates - weather widget
  - o) Integrate I-frames for external athletic league organizer
  - p) Provide direction on hosting options
  - q) Work with current website vendor and MC/IT department to redirect site, load onto new hosting service, test, troubleshoot and launch site
  - r) Provide training for client on Content Management System

### **Section 8: 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 a contract with the District substantially in the same form as attached to this RFP and based on terms and conditions as approved by the District. This RFP, the vendor's proposal, the negotiated contract and any other documents specified by the District shall form the Contract Documents.

B. Costs

This RFP does not obligate the 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 District, subject to claims of confidentiality in respect of the RFP response and supporting documentation.

C. Payment

Payment shall be made by the District to the vendor awarded the contract for services properly completed upon the District's receipt of an invoice itemizing the services performed for the period covered by the invoice. The vendor will invoice the 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.*). Payment requests need to be submitted by the 20th of each month to be processed the following Month. Incomplete or late applications for payment may result in delayed payment by the Park District at no additional fee.

D. Intellectual Property

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

E. Insurance

A qualifying firm shall provide evidence of insurance coverage, as set forth below:

1. 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 10 93, 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 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 District.

2. 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.
3. 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.

4. Workers Compensation Insurance: Worker's compensation and employers' liability insurance be provided as statutorily required items.

5. General Insurance Provisions

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

- F. 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.

G. RFP Responses

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

H. Governing Law

This RFP vendor and the RFP response shall be 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.

I. No Liability

The 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.

J. Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP. The proposal of the vendor awarded the contract for this RFP will be incorporated by reference into the contract the District enters into with the successful vendor.

K. **Compliance with Laws**

All services and any qualifying firm 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 the vendor, including, but not limited to, all laws governing employment. Vendor shall execute the Consultant's Certification and Compliance Attachment.

**Section 9: Project Schedule**

The following timetable is projected for this project:

<b><u>Date/Timeframe</u></b>	<b><u>Project Task</u></b>
April 27, 2017	Request for Proposal released
May 25, 2017	Request for Proposal due
June 6th and 7 <sup>th</sup> , 2017	Finalists interviews
June 12, 2017	Begin Contract Negotiations with selected firm
July 12, 2017	Contract Awarded at Park Board Meeting
December 15, 2017	Website launch

**Section 10: Cancellation of RFP**

The District reserves the right to cancel this request for proposal 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 District intends to award all tasks included in this request for proposal to one vendor, the 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 a website as outlined to the Plainfield Park District no later than May 25, 2017, for a total cost not to exceed \$\_\_\_\_\_. This amount includes the proposed cost related to developing and designing a fully functional website as outlined in the Scope of Services including proposed costs for the implementation of a Content Management System. This amount includes all labor, transportation, meetings, and any other items considered a billable expense.

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

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

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 60 calendar days as of May 29, 2017

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 Plainfield Park District.
- D. Elements and/or tasks in a proposal may be added or deleted at the discretion of the District pending negotiation of the scope of work and compensation.
- E. All services and related documents, ancillary reports and the final report will be the property of the Plainfield Park District.
- F. The firm selected to perform the work must enter into an agreement with the Plainfield Park District, substantially in the same form as included in this RFP.
- G. 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 Plainfield 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 Plainfield 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 Plainfield 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 Plainfield 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.

CONSULTANT

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_)

)SS

COUNTY OF \_\_\_\_\_

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that  
\_\_\_\_\_ appeared before me this day and, being first duly sworn on oath,  
acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the  
act and deed of the Consultant.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)

## Exhibit A: SAMPLE AGREEMENT FOR WEBSITE DESIGN SERVICES

**THIS AGREEMENT FOR WEBSITE DESIGN SERVICES** (hereinafter referred to as the "Agreement"), made this day of , 2016, by and between the Plainfield Park District, an Illinois unit of local government with its principal place of business at 23729 W. Ottawa St., Plainfield, IL (the "Park District") and\_\_\_\_, an\_\_\_\_\_, with its principal place of business \_\_\_\_\_(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 a new website (the "Project"), as detailed in the RFP dated April 27, 2017, attached hereto and incorporated herein as **Exhibit A** (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 , attached to and incorporated as **Exhibit B** to this Agreement, Consultant's Compliance and Certification Attachment, attached to and incorporated as **Exhibit C** to this Agreement, and addenda issued prior to the execution of this Agreement, if any, 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 15, 2017. 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 of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) (the "Consultant's Fee").

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.

ii. Consultant will provide Park District releases and waivers of lien from Consultant and Consultant's consultants and sub-consultants for the performance of the Services.

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

6. Reimbursable Expenses. Consultant's reimbursable expenses shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). 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 \_\_\_\_\_ 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 10 93, 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) 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.

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 Plainfield, Will and Kendall counties, 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, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by facsimile or deposited in

the United States mail, with postage thereon prepaid, addressed to each Party at the following addresses:

If to Consultant:

If to the Park District: Executive Director  
Plainfield Park District  
23729 W. Ottawa St.  
Plainfield, IL 60544

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.

**PLAINFIELD PARK DISTRICT**

By:

By:

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

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

Attest:

Attest:

By:

By:

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

\_\_\_\_\_  
Title