

WINNETKA PARK DISTRICT
REQUEST FOR PROPOSALS
NEEDS ASSESSMENT SURVEY
GENERAL TERMS AND CONDITIONS

SECTION 1 – GENERAL INFORMATION

A. GENERAL DESCRIPTION

The Winnetka Park District (“Park District” or “District”) is a unit of local government serving the community of Winnetka, IL, a suburb of Chicago located on Chicago’s “North Shore”. The Park District is governed by an elected Board of Park Commissioners consisting of seven residents slated by the Winnetka Caucus. General responsibilities of the Park Board include planning and managing Park District properties and facilities, establishing Park District policies, adopting the annual Park District budget, appropriating funds needed for expenditures, levying property taxes to help defray the cost of Park District operations, projects and programs and providing general oversight and guidance of the agency comprised of 38 full time staff, and numerous seasonal and part-time staff.. The Winnetka Park District serves a current population of approximately 14,500 residents.

B. PURPOSE

The Park District is seeking proposals from qualified interested persons/organizations (“consultants”) to assist the District with one component of its strategic/master planning process, specifically to develop, conduct and provide a written report of the results of a randomly sampled, statistically valid survey of the residents of the Winnetka to assess current and projected future needs concerning the District’s parks, programs and facilities (The foregoing services and deliverables are hereinafter sometimes referred to collectively as the “Services.”) The scope of services and qualifications are as set forth in specifications, Attachment I, which is titled “Parks and Recreation Strategic/Master Plan Survey for the Winnetka Park District”.

C. DISSEMINATION OF INFORMATION DURING PROPOSAL PROCESS

Consultants are advised that oral explanations or instructions given by Park District personnel during the proposal process, or at any time before the award of the contract will not be binding on the Park District. The only information given a consultant concerning this request for proposal is that information which is furnished to all consultants who have formally notified the Park District of their interest in responding to this request. Written addenda will be issued when additional information or clarifications are deemed necessary or desirable by the District. The scope of services and qualifications are as set forth in specifications,

It is the intent of the District to award the contract for the Services according to the following procedure and schedule; however the District reserves the right to modify the procedure and the schedule in its sole discretion should such modification be necessary or desirable in the District’s best interest.

1. Issue Date: February 22, 2010
2. One (1) sealed original of the proposal must be submitted to the Executive Director, Winnetka Park District, 540 Hibbard Road, Winnetka, IL 60093 no later than Friday, March 19, 2010.

D. PROOF OF INSURANCE

All consultants must supply with their proposal certificate stating the coverage limits carried for General Liability Insurance and Worker's Compensation Insurance.

SECTION II – ADMINISTRATIVE REQUIREMENTS

A. TERM OF PROPOSAL

Submitted proposals shall not be withdrawn for a period of ninety (90) days after the Submission Date.

B. INTERVIEWS/REQUESTS FOR ADDITIONAL INFORMATION

The District may contact the consultants who it determines to be the most qualified for an interview or request additional written information.

C. AWARD

The contract will be awarded to the consultant that the District determines to be the best qualified to perform the Services at an acceptable cost to the District. The Park District reserves the right to reject any and all proposals and to accept the proposal which the District determines in its sole discretion is in its best interest. In evaluating the qualifications of consultants the Park District will consider the factors set forth below and such other factors as the District deems necessary and appropriate in its best interest:

1. The responsiveness of the consultant's proposal in describing the Services it will provide to the Park District in response to the requirements of this Request for Proposal and Specifications and the consultant's ability to complete the contract properly and on time.
2. The consultant's experience in successfully providing services similar in kind and scope to the Services.
3. The experience of the consultant's personnel that will be assigned to this Contract in providing services similar in kind and scope to the Services.
4. Analysis of work previously performed by the consultant on behalf of clients who have required similar services.
5. The general reputation of the consultant.
6. The consultant's fee.
7. The schedule for performance of the Services proposed by the consultant.

D. CONSULTANT'S COMPLIANCE CERTIFICATIONS

Each consultant must submit with its proposal a completed and signed Certificate of Compliance (Attachment II)

E. ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

The contract to be awarded is in the nature of a personal service contract where the qualifications and fitness of the consultant to perform the Services plays an important part. The successful consultant may not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in the contract, without the prior written consent of the Park District Executive Director or his authorized designee.

F. CONTRACT ADMINISTRATION

Upon award of the contract, the Park District Executive Director, or his designee, will administer and have the authority to enforce the terms and conditions of the contract.

G. DESIGNATION AND OBLIGATION

The award of the contract will not obligate the Park District until such time as the contract is signed by both the consultant and the Park District.

H. CONTRACT ALTERATIONS

No alterations or variables in the terms of the contract shall be valid or binding upon the Park District, unless made in writing, and signed by the Park District Executive Director or his authorized designee.

I. DEFAULT

Upon a consultant's non-performance or violation of the contract terms, the contract may be cancelled or annulled by the Park District Executive Director or his designee in whole or in part by written notice of default to the consultant. Upon default, an award may be made to another consultant. In such event, the defaulting consultant will be liable to the Park District for the increased costs to the Park District of obtaining the Services from the other consultant, in addition to such other damages sustained or costs incurred by the District resulting from such default.

J. CONTRACT PAYMENT

Monthly payments to the consultant for work performed under the contract will be made in accordance with the approved contract following receipt of an itemized invoice for the Services rendered.

K. RECEIPT OF PROPOSALS AND DISCUSSION WITH CONSULTANTS

The Park District, when conducting any discussions with consultants with respect to their proposals will not disclose the identity of competing consultants or any information derived from proposals submitted by competing. No proposal will be knowingly processed in a manner that permits disclosure of the identity of the consultants until contract award. After the award of the contract, all proposals will be open for public inspection.

**WINNETKA PARK DISTRICT
REQUEST FOR PROPOSAL
QUOTATION OF SERVICES**

1. Consultants must have a minimum of two (2) years experience in providing services to governmental agencies similar in type and scope to the Services. Please attach a list with the name, phone number and responsibilities of the key contact with three to five organizations of similar projects completed by your organization.
2. Identify the name and contact information of the researcher or staff person who will be principally responsible for the research. Include the credentials of this individual to verify there is a match of skills with the project being solicited. Will there be others included as a part of this study? If so, indicate their name, role and credentials.
3. Provide a timeline from beginning to end of the Services. Using the itemized phases of the Services listed below provide milestone dates for completion of each phase. Our desire is to have all of the Services completed on or before June 15, 2010.
4. Provide the projected costs for each of the following phases of the Services to be completed by the consultant. Please explain the manner in which you would complete the work with the projected fee.
5. The proposal must contain a manual signature of an authorized representative of the consultant. Consultants will not be allowed to make any changes or corrections after proposals are submitted to the Park District.

**Attachment I - The scope of services:
Parks and Recreation Strategic/Master Plan Survey for the Winnetka Park District.**

Fee

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|--|-------|
| A. Review interview and focus group data that has been collected by the Park District administration. | _____ |
| B. Use this data to construct a survey questionnaire that is to be distributed in the community. | _____ |
| C. Once created, share draft survey with the Park District Staff | _____ |
| D. Complete a second round of revisions to the survey instrument for further review by designated Park District representatives. | _____ |
| E. Conduct a market/demand analysis via a randomly sampled, mail-based survey to determine current and projected parks and recreation needs and trends. | _____ |
| F. From data collected in the survey, provide recommendations for new parks, facilities and programs and the improvement/expansion of current parks, facilities and programs. | _____ |
| G. Report findings to the Winnetka Park District Commissioners and Staff. | _____ |
| H. Produce a comprehensive report including summaries of research efforts findings to be used by the Park District as an integral part of the Strategic Master Planning process. | _____ |
| Itemized Expenses: | |
| Include travel (no more than two trips) | _____ |
| Housing | _____ |
| Per Diem Costs for meals. | _____ |
| Other (please explain) | _____ |
| Total Cost for Services: | _____ |

The proposal must contain a manual signature of an authorized representative of the consultant. A consultant will not be allowed to make any changes or corrections after its proposal has been submitted to the Park District.

Respectfully Submitted

ORGANIZATION: _____

ADDRESS: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CONSULTANT'S COMPLIANCE CERTIFICATIONS

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

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 all federal, state and local laws and rules and regulations applicable to Consultant, its business and operations and this Contract.
- 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 Park District immediately in writing, if it occurs during the request for proposal process, or otherwise prior to entering into the Contract.
- E. i) Consultant's proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Consultant with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract 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 bid proposal or in Consultant, (iv) 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, Park District or any of Park District's elected or appointed officers or employees or agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Park District and Consultant. Additionally, Consultant shall cause all of its officers, directors, employees and agents (as the case may be) to comply with the restrictions contained in the preceding sentence.
- F. Consultant does not engage in unlawful discrimination in employment and complies fully with the requirements of the Illinois Human Rights Act, including Section 5/2-105 thereof, and Consultant has a written harassment policy that meets the requirements for such policies under the Act. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- G. Consultant knows and understands the Equal Employment Opportunity Clause administrated 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.

CONSULTANT

By: _____

Its: _____

STATE OF ILLINOIS)
)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)