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## **REQUEST FOR PROPOSAL (RFP) FOR Annual Direct Marketing Campaigns**

**RFP No: 025-2024**

**RFP Issue Date: Tuesday, October 15<sup>th</sup>, 2024**

Brookfield Zoo Chicago (BZC) is soliciting proposals from qualified external consultants to develop and implement multi-channel marketing strategies aimed at enhancing our membership acquisition and individual giving efforts. The selected consultant will be instrumental in supporting our annual campaigns for 2025, 2026, and 2027 by:

1. **Developing an Integrated Multi-Platform Marketing Strategy:** This strategy should encompass traditional, digital, social, and emerging channels to engage a diverse audience effectively.
2. **Acting as a List Broker for Membership Campaigns:** Identifying and acquiring targeted lists tailored to our specific membership and donor demographics.
3. **Providing Strategic Recommendations for Mailing List Utilization:** Offering insights and best practices to optimize engagement and conversion rates.
4. **Offering Comprehensive Data Services:** Managing data analytics, segmentation, and list hygiene to ensure accuracy and relevance for each campaign.
5. **Coordinating Creative Design and Print Production:** Overseeing the creative development and execution of campaign materials that align with BZC's branding and messaging objectives.
6. **Crafting High-Impact Copy:** Developing compelling messaging for all communications to inspire action across all target segments.
7. **Facilitating Personalization with Mailing Service Providers:** Ensuring all materials are personalized to resonate with individual recipients, leveraging BZC's existing infrastructure.
8. **Providing Real-Time Performance Metrics and Evaluation:** Delivering detailed performance tracking and analytics throughout the campaign lifecycle, enabling ongoing audits and adaptations based on data-driven insights to optimize results in real time.

The consultant must demonstrate a capacity for data-informed decision-making, with the flexibility to audit and adjust strategies as needed to enhance campaign effectiveness across all platforms.

This document outlines the Society's guidelines for your responses.

If you require clarifications or have specific questions regarding any information contained in this RFP (e.g. Scope of Work), please submit your questions in writing via email to the email



address referenced below. **All question(s) must be submitted in writing no later than Wednesday, October 23<sup>rd</sup>, 2024** Please include the RFP No. noted above in your email.

[Purchasing@brookfieldzoo.org](mailto:Purchasing@brookfieldzoo.org)

**The Proposal must be submitted no later than Wednesday, November 6<sup>th</sup>, 2024** in electronic format to the following email address:

[Purchasing@brookfieldzoo.org](mailto:Purchasing@brookfieldzoo.org)

## **Organizational Overview**

Brookfield Zoo Chicago (BZC) is a private nonprofit organization that operates Brookfield Zoo Chicago on land owned by the Forest Preserve District of Cook County. Opened to the public in 1934, Brookfield Zoo Chicago has been a Chicago-area treasure and family destination for more than 75 years. Brookfield Zoo Chicago is the largest suburban attraction in Cook County, both in size and visitation. The 235-acre Zoo annually serves over two million visitors from the diverse Chicago metropolitan area. The zoo is open 365 days a year. On an average day, more than 11,000 people visit during the Zoo's peak attendance season in the summer months.

Brookfield Zoo Chicago's mission is to inspire conservation leadership by connecting people with wildlife and nature. We strive to provide people of all ages and backgrounds with opportunities to learn about and care for the natural world. When it first opened, Brookfield Zoo Chicago was considered "cutting edge" for its bar-less enclosures. One of the first zoos to employ nutritionists, pathologists, veterinarians, geneticists, endocrinologists, and behavioral specialists, we continue in a tradition of innovation.

## **Scope of Work/Deliverables/Required Response Format**

The Scope of Work, required deliverable Work Product(s), and format requirements for your proposal can be found in the accompanying Attachment A to this RFP.

## **Timeline**

RFP Issued: October 15, 2024

Intent to Bid Deadline & Questions Submission Deadline: October 23, 2024

Responses to Vendor Questions Issued On or Before: October 25, 2024

Proposal Submission Deadline: November 6, 2024, by 5:00 PM CST

Vendor Presentations/Interviews: November 11 – November 15, 2024

Vendor Selection Notification: November 20, 2024

## **Campaign Planning Timeline**

Membership Campaigns: Planning to commence at contraction completion in November. Anticipated USPS mailing drops to begin mid-February and continue through late May 2025.

Individual Giving Campaigns: Spring campaign planning will begin in early February, while planning for fall campaigns will begin mid-July.

### **Annual Membership Acquisition Overview**

The primary objective is to reengage lapsed members and acquire new members. In 2024, BZC mailed 1.6 million pieces to 800,000 unique households. Each campaign will incorporate various tests to optimize messaging, design, offers, timing, and list selection, ensuring sustainable growth while maintaining financial viability.

### **Annual Individual Giving Overview**

The objective is to increase the donor base by engaging first-time donors in making a gift the annual fund, to retrieve lapsed annual fund donors, and to secure renewal gifts of increased amounts from our existing individual donor base. Each campaign will include test segments in order to refine our strategies and produce increased donor participation. sustainable growth.

### **Target Audience**

Currently, for membership campaigns, the primary audience comprises Chicago-area families with children. The consultant must optimize mailing list usage by assessing both rented and house-file lists, including potential exchanges with local cultural organizations.

Currently, the individual giving campaign focuses exclusively on house-file lists. The consultant must be able to provide guidance on ways to optimize our mailing lists (whether by maintaining exclusive use of house-file lists or by pursuing list rentals) in order to increase our pool of potential donors.

### **Vendor Information**

As part of your RFP response, please include a description and background of your company on the accompanying Attachment B – Contractor Information Statement. Provide any additional information relevant to this RFP and about your business that the Society should know to assist us in making our selection; in other words, what differentiates your business from that of other respondents?

Please provide three references as indicated on Attachment C.

### **Selection Criteria**

Proposals received will be reviewed and evaluated based upon the following selection criteria:

- Experience and expertise
- Design approach
- Quality of previous work and relevance to this project

- Approach and methodology for completing the project
- Understanding of Brookfield Zoo Chicago's needs and goals
- Cost-effectiveness and transparency of pricing
- Commitment to accessibility, security, and compliance standards
- Proposed timeline and ability to meet deadlines

## **BZC Reservation of Rights**

BZC reserves the right to reject any or all proposals, without explanation, to waive irregularities, and to accept a proposal, which in BZC sole judgment, is in BZC best interests.

## **MBE/WBE/DBE/8(a)**

Brookfield Zoo Chicago is committed to ensuring that certified minority-owned business enterprises (MBE's), women-owned business enterprises (WBE's), disadvantaged business enterprises (DBE's), and U.S. Small Business Administration 8(a)-certified (8(a)'s) firms are afforded opportunities to compete for and participate in the Brookfield Zoo Chicago's purchasing activities. If your company is certified as a MBE, WBE, DBE or 8(a) company, please send your current certification with your response to this RFP.

## **INDEPENDENT CONTRACTORS AGREEMENT**

The selected organization is expected to execute the BZC standard Independent Contractors Agreement to formalize our business arrangement. A copy of which is included in this RFP for your review and is referenced as Attachment D. If upon completion of your review, you take exception or have concerns about any portion of this Agreement, please note your concerns on a separate sheet in your response to this RFP. Please reference the paragraph heading and page number in the Agreement when noting your concerns. If BZC does not receive any documentation of your concerns, BZC will interpret this as your acceptance and willingness to utilize the BZC standard Independent Contractors Agreement.



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**CZS RFP – Annual Direct Marketing Campaigns  
Attachment A  
Scope of Work, Deliverables, Required Response Format**

**Scope of Work**

**Membership Campaign**

1. Multi-channel strategy: based on information available from membership studies and performance of prior campaigns, and considering all lists that are available including rented and house files, make recommendations regarding which lists should be utilized, timing, tests to consider, frequency of follow-up mailings, offers to consider or test, e-mail and digital support recommendations, and overall acquisition/retention strategy.
2. Lists: serving as list broker, recommend and acquire all rented mailings lists (resulting in a net mail quantity of up to 1.8-2 million pieces comprised of approximate 50% house-files and 50% prospects from rented/exchanged lists). Final mail quantity contingent upon strategic recommendation.
3. Design: provide creative design for mailed pieces, coordinating specifics with our mailing service to ensure seamless and cost-effective lettershop services.
4. Print Production: secure competitive quotes for print materials to ensure best pricing and coordinate print production with the selected print vendor.
5. Data Services: Prepare membership campaign data for primary and follow-up mailings; this includes merge/purge, NCOA, and selection of segments for follow-up. Prepare files with appended appeal code, list code, unique identifier, and other formatting required so that appropriate information is included on the mailed piece for efficient processing by our external payment processor. Provide the file(s) to the mailing service per their specifications.
6. Mailing Service Coordination: coordinate timing, layout, packages, and sign-offs by BZC and consultant for each mailing with the mailing service.
7. Copy: write copy for all letter and email communications sent as part of the campaign.
8. Diversity strategy: as it is a core value of BZC to sustain a diverse audience base, including members. If part of the strategy recommendation, create an additional mail package that may have greater appeal to diverse households. This includes customized copy and targeted mailing lists.
9. Analysis: prepare the analysis results from data provided by BZC, summarize the performance of the campaign in a written campaign analysis report, and review in an onsite meeting.

**Individual Giving Campaign**

1. Multi-channel strategy: based on information available from performance of prior campaigns, and considering all house-file segments that are available, make



recommendations regarding the composition of mail segments, timing of solicitation pieces as well as follow-up mailing, e-mail, and digital support recommendations, tests to consider, and overall fundraising strategy.

2. Lists: considering the reliance on house-files, recommend the optimum criteria for data to be provided by the individual giving team and segment the data to support the greatest potential return within the set mail quantity for each campaign.
3. Design: provide evidence-based creative design for mailed pieces, significantly involving the BZC individual giving team throughout the process, and coordinate specifics with our mailing service to ensure seamless and cost-effective lettershop services.
4. Print Production: secure competitive quotes for print materials to ensure best pricing and coordinate print production with the selected print vendor.
5. Data Services: Prepare direct mail campaign data for primary and follow-up mailings; this includes merge/purge, NCOA, and selection of segments for follow-up. Prepare files with suggested ask amounts, appeal code, and other formatting required so that appropriate information is included on the mailed piece for efficient processing and accuracy in tracking responses. Provide the file(s) to the mailing service per their specifications.
6. Copy: write copy for all letter and email communications sent as part of the campaign.
7. Mailing Service Coordination: coordinate timing, layout, packages, and sign-offs by BZC and consultant for each mailing with the mailing service.
8. Analysis: summarize the performance of the campaign from data provided by BZC and prepare a written campaign analysis report.

### **Required Response Format**

Proposals should include the following information:

#### **1. Company Overview**

- Company name, address, and contact information.
- Company history and relevant experience, especially with similar projects (e.g., non-profits, zoos, museums).
- Key personnel who will work on the project.

#### **2. Understanding of the Project Goals**

- A brief statement demonstrating understanding of the Zoo's goals and objectives for this scope of work.

#### **3. Project Approach and Methodology**

- A detailed description of your approach to meeting the project goals and scope.
- Outline your project management methodology and timeline.

#### **4. Innovative Ideas or Features**

- Any unique features or innovative ideas that you propose to implement, which can set you apart from other submissions.

#### **5. Examples of Previous Work & Case Studies**

- Provide at least three relevant examples of campaign examples for both membership and individual giving campaigns and quantifiable results, particularly those for non-profits, educational institutions, or visitor attractions.
- Include URLs, descriptions of the project, and contact information for client references.

**6. Communication Plan**

- Outline how you will communicate with the zoo's team throughout the project, including regular updates and meetings.

**7. Proposed Timeline**

- A detailed timeline for each phase of the project.

**8. Cost Breakdown**

- All fees must be clearly separated between the membership and individual giving campaigns, broken down by year (2025, 2026, 2027). While list rental costs need not be included in the proposal, consultants should outline their practices regarding such costs and any associated fees.

**9. Team and Qualifications**

- List of key team members involved, their qualifications, and experience relevant to the project.

**10. Diversity and Inclusion Practices**

- Overview of your commitment to diversity and inclusion, both in hiring practices and project execution.

**11. Potential Challenges and Solutions**

- Identify any anticipated challenges in the project and propose solutions to address them.



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**CZS RFP – Annual Direct Marketing Campaigns  
Attachment B  
CONTRACTOR INFORMATION STATEMENT**

Submitted By:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Has your organization performed any work with the Chicago Zoological Society previously? (Please Check) Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please list CZS Contact Person(s) \_\_\_\_\_

If "Yes", Please list Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How did you hear about this Request for Proposal? (Please Check)  
CZS Website \_\_\_\_\_ Cook County Website \_\_\_\_\_ Direct Bid \_\_\_\_\_

Type of Organization: (Please Check)

Corporation \_\_\_\_ Partnership \_\_\_\_ Individual \_\_\_\_ Other \_\_\_\_ (Please provide explanation below)

\_\_\_\_\_

Certified Minority Business Enterprise\* \_\_\_\_\_  
Certified Women Owned Business Enterprise\* \_\_\_\_\_  
Certified Disadvantaged Business Enterprise\* \_\_\_\_\_  
Certified U.S. Small Business Administration 8(a) Firm\* \_\_\_\_\_





\*Please attach a copy of current Letter of Certification to this RFP.

Years in Business: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Membership/Affiliation in Professional Organizations  
(Please List Below)

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Other:

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**CZS RFP – Annual Direct Marketing Campaigns  
Attachment C  
Reference Statement**

**Reference 1:**

Company: \_\_\_\_\_  
Contact Person at Company/Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Project Value:\$ \_\_\_\_\_ Project Manager: \_\_\_\_\_

**Reference 2:**

Company: \_\_\_\_\_  
Contact Person at Company/Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Project Value:\$ \_\_\_\_\_ Project Manager: \_\_\_\_\_

**Reference 3:**

Company: \_\_\_\_\_  
Contact Person at Company/Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Project Value:\$ \_\_\_\_\_ Project Manager: \_\_\_\_\_



**CZS RFP – Attachment D**

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (this "Agreement"), dated [Click here to enter a date](#), is between The Chicago Zoological Society (d/b/a “Brookfield Zoo Chicago”) with a mailing address of 3300 Golf Road, Brookfield, IL 60513 and [Click here to enter Name](#), [Click here to enter Address](#), (the “Contractor”).

The parties agree to the following:

1.0 DUTIES

1.1 Duties of Contractor

Contractor will perform the services as reflected in Attachment A, which is herein incorporated by reference.

1.2 Time to be Devoted to Performance of Services

Unless terminated according to the terms contained herein, the term of this Agreement shall commence on [Click here to enter a Contract Starting Date](#) and shall end on [Click here to enter a Contract Ending Date](#). Contractor will complete performance of the Services on or before [Click here to enter a Completion Date](#).

1.3 General

(a) Contractor retains the sole right to control and direct the manner in which the Services are performed and to determine the employees, independent contractors, subcontractors, agents and other individuals who will perform the Services on its behalf pursuant to this Agreement (“Contractor representatives”). Notwithstanding the foregoing, Brookfield Zoo Chicago retains the right to inspect the Services, stop work, prescribe alterations, and monitor Contractor's performance to ensure that the Services are performed in accordance and consistent with this Agreement. Contractor acknowledges that Brookfield Zoo Chicago’s primary business is the operation of a zoological park and that one of its primary concerns is the safety of the animals and people at the zoo, both employees and visitors; Contractor further acknowledges that Brookfield Zoo Chicago strives to maintain the good will of its patrons and the public in general and further agrees that Contractor will do nothing that will have an adverse impact on Brookfield Zoo Chicago’s mission, its collection of animals, its employees, or endanger the public in any way.

(b) Contractor represents and warrants that it will perform all Services under this Agreement in accordance with standard industry practices applicable to such Services, and in accordance with all applicable Laws.

(c) Contractor hereby gives permission to Brookfield Zoo Chicago, its agents, successors, and assigns, to use Contractor's and Contractor's representatives' images (still photo, audio, and video recordings) of any performance of Services for Brookfield Zoo Chicago in conjunction with any Brookfield Zoo Chicago production, advertisement, promotion, or for other related purposes.

(d) Contractor hereby assigns all rights, title, interest, copyright, and any renewal rights to Brookfield Zoo Chicago for any work produced or created by Contractor or any Contractor representative in performance of the Services.

(e) Contractor agrees not to recruit or hire any employee of Brookfield Zoo Chicago during the period of the Agreement or within one (1) year following the effective termination date of the Agreement.

(f) The Contractor agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations prohibiting workplace discrimination based on race, color, religion sex, national origin, disability, sexual orientation, or any other applicable legally protected status, as well as laws, rules, and regulations relating to individuals with disabilities for places of public accommodation. The Contractor further agrees that if any of the Contractor's employees, independent contractors, subcontractors, agents, or other individuals who will perform the Services will be directly interacting with the public, Contractor will provide training in equal employment, anti-discrimination, and accommodations for persons with disabilities to all Contractor employees, independent contractors, subcontractors, agents, and other individuals who will perform the Services.

(g) Contractor agrees not to assign to Brookfield Zoo Chicago any Contractor representative whose background information indicates he or she could reasonably pose a risk to the reputation of Brookfield Zoo Chicago or a threat to the safety of its staff, animals, or visitors. In fulfillment of this commitment, Contractor shall conduct a thorough county and national criminal background check and a check of the national sex offender registry for all addresses, states and counties within which any Contractor representative has resided during the seven years prior to such assignment and assess the results to determine whether such Contractor's representative's record would disqualify him or her from assignment to the Society under the terms of this provision based on the job to be performed.

Contractor agrees to provide proof of compliance with this provision by Contractor or any subcontractor, agent, or other individual or entity upon request of Brookfield Zoo Chicago, providing a copy of invoice(s) billed by the background check firm confirming the Contractor Representative's name and date and type(s) of background check(s) conducted. Contractor agrees to comply and to have all Contractor representatives comply with all applicable Laws regarding the collection and use of any background information. Contractor further agrees to defend, indemnify and hold harmless Brookfield Zoo Chicago from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal and other expenses incurred by Brookfield Zoo Chicago ) in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's failure to comply with its obligations under this Section 1.3(g).

(h) Brookfield Zoo Chicago is licensed for any music included in the Broadcast Music, Inc. (BMI) database of licensed music and the American Society of Composers, Authors and Publishers (ASCAP) database of licensed music. If applicable, the contractor will only play music which is included in the BMI or ASCAP database of licensed music.

## 2.0 COMPENSATION

### 2.1 Contractor Fees

In consideration of performance of the Services, Brookfield Zoo Chicago shall pay Contractor fees referenced in Attachment B.

### 2.2 Supplies and Equipment

Contractor shall provide, at Contractor's sole cost and expense, all supplies and equipment necessary to perform the Services except for:

[Click here to enter description of any supplies or equipment to be provided by the Zoo.](#)

### 2.3. Expenses

Contractor will be solely responsible for the payment of all expenses incurred by Contractor in performing the Services, unless otherwise specifically agreed to by the parties in writing.

## 3.0 INVOICE SUBMISSION

In order to receive payment pursuant to Paragraph 2.1 above, Contractor shall submit a detailed, itemized, and signed invoice on a [Click here to enter an invoice period.](#) basis, as appropriate. Such invoices shall, at a minimum, list: (a) the date(s) the Services were performed, (b) time spent in completing the Services and c) a description of the specific Services performed. All invoices for payment under this Agreement must be submitted no later than fifteen (15) days following the month in which the Services billed were performed.

## 4.0 TERMINATION OF AGREEMENT

### 4.1. Automatic Termination

This Agreement and the parties' obligations hereunder shall terminate upon Contractor's satisfactory completion of the Services and receipt of payment for such Services or on the expiration date set forth in Paragraph 1.2, whichever is earlier.

### 4.2. Termination by Notice

Either Party may terminate this Agreement at any time, with or without cause, by providing the other Party with written notice of termination. For termination without cause, either Party shall deliver written notice to the other Party at least fifteen (15) days prior to the effective date of such termination and Brookfield Zoo Chicago shall pay Contractor all monies due under this Agreement for services rendered up to the date of termination. If either Party fails to perform any Services or fails to perform Services in a timely and/or satisfactory manner the other Party may terminate this Agreement effective upon written notice. In the event of a termination pursuant to this Paragraph 4.2, with or without cause, the obligations of both parties under this Agreement shall terminate (unless expressly stated otherwise); provided, Contractor shall be obligated to return to Brookfield Zoo Chicago any prepayment amounts delivered to

Contractor that are applicable to time periods after the termination date.

## 5.0. RELATIONSHIP OF PARTIES

Brookfield Zoo Chicago and Contractor agree that Contractor is retained and shall act at all times as an independent contractor and is not an employee or agent of Brookfield Zoo Chicago. Nothing in this Agreement is intended, nor shall be construed to create or constitute, an employment, agency, joint venture, partnership, or other relationship between Brookfield Zoo Chicago and Contractor or any of Contractor's agents, employees, or subcontractors. Accordingly, Contractor shall be responsible for payment of all taxes, licenses, fees, and/or any required legal reporting arising out of Contractor's activities and receipt of fees pursuant to this Agreement, including but not limited to federal and state income tax, Social Security tax, unemployment insurance taxes, workers' compensation insurance, and other taxes, business license fees, and/or reporting as required.

## 6.0 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

### 6.1 Confidential Information

Contractor acknowledges and agrees that, during the course of performing the Services, Contractor and Contractor's employees, agents and representatives may have access to or learn confidential information concerning Brookfield Zoo Chicago which is not generally known by or available to the public and that the Zoo would suffer damages and, in some instances, irreparable harm, if such Confidential Information were subject to unauthorized use or disclosure. For purposes of the Agreement, Confidential Information includes, but is not limited to data, materials, files, correspondence, plans, designs, and ideas of Brookfield Zoo Chicago, membership and donor information, animal management information and records, scientific research, personal identifying information concerning Brookfield Zoo Chicago's personnel, information concerning Brookfield Zoo Chicago's Board of Trustees and its activities, financial records, and other information of a non-public and proprietary nature.

Contractor agrees to safeguard and maintain the confidentiality of all Confidential Information to which the Contractor or Contractor's representatives have access to or receive during or after the termination of its relationship with Brookfield Zoo Chicago and to take steps to notify Contractor's representatives of their obligations regarding confidentiality and obligations for protection of confidential data. Contractor agrees to notify Brookfield Zoo Chicago immediately in the event of any unauthorized use or disclosure of any Confidential Information. Contractor further agrees to defend, indemnify and hold harmless the Zoo from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal or other expenses incurred by Brookfield Zoo Chicago in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's or any Contractor's representative's negligent, intentional or unintentional use, misuse or unauthorized disclosure of any Confidential Information.

## 6.2 Intellectual Property

It is expressly understood that any intellectual property rights, information and data to which Contractor or any Contractor representative is given access, or which is made available to Contractor or any Contractor representative, or which is created as a result of Contractor's performance under this Agreement remain the sole and exclusive property of Brookfield Zoo Chicago, and, if requested by Brookfield Zoo Chicago, shall be assigned to Brookfield Zoo Chicago by Contractor. Such information may not be disclosed, used or cited by Contractor for any reason without the express written consent of the Director of the Zoo.

## 7.0 TRANSFER AND ASSIGNMENT

The parties hereto acknowledge that the rendering of the Services are not appropriate for transfer or assignment, and thus neither Party may sell, assign, transfer, or otherwise encumber its rights, duties or obligations imposed under this Agreement without the prior written consent of the other Party. Contractor may not assign or transfer its right to receive compensation due hereunder separate or apart from its obligations to complete the Services.

## 8.0 INDEMNIFICATION

8.1 Except as provided in Subsection 8.2 below, Contractor agrees to indemnify, defend and hold Brookfield Zoo Chicago and Forest Preserve District of Cook County (as owner of the improvements and land comprising the Brookfield Zoo), including their respective directors, officers, agents, employees affiliates, harmless against any claims, losses, liabilities or costs (including, without limitation, reasonable legal fees and expenses) arising out of this Agreement or based upon Contractor's or any of Contractor's representative's performance of the Services, including but not limited to any claims, losses, liabilities or costs whatsoever of any Contractor representative, or by any other individual based on any act by Contractor or any Contractor representative.

In any and all claims against Brookfield Zoo Chicago or Forest Preserve District of Cook County, including their respective directors, officers, agents, employees affiliates, by any Contractor representative anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this Section 8.0 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

8.2 Brookfield Zoo Chicago agrees to indemnify, defend and hold Contractor and Contractor's representatives, harmless against any claims, losses, liabilities or costs (including, without limitation, reasonable legal fees and expenses) arising out of this Agreement, based upon the Brookfield Zoo Chicago's breach or default of any of its obligations under this Agreement.

## 9.0 INSURANCE

Contractor agrees that it will not allow any Contractor representative to come onto Brookfield Zoo Chicago property in order to perform the Services without first ensuring that such person(s) is covered by the same minimum limits as outlined below. Contractor shall carry at its sole expense,

during the term of this Agreement, the minimum insurance coverage set forth below. All insurance policies shall be issued by a carrier with a current A.M. Best Company rating of at least A:VII and satisfactory to Brookfield Zoo Chicago:

Commercial General Liability

Each occurrence .....\$1,000,000  
General Aggregate (other than Products/Completed Operations) .....\$1,000,000  
Products/Completed Operations Aggregate with contractual indemnity coverage .....\$1,000,000

Worker’s Compensation as required by applicable State Law

Employer's Liability (Coverage B) in the minimum amount of \$ 1,000,000 Each Accident/  
\$1,000,000 Each Employee-Disease/ \$ 1,000,000 Policy Limit-Disease.

Automobile Liability insurance, including bodily injury and property damage coverage of at least \$1,000,000 combined single limit on vehicles owned or hired by Contractor.

All insurance policies required above shall contain a waiver of subrogation in favor of Brookfield Zoo Chicago and Forest Preserve District of Cook County, including all of the officers, directors, agents and employees of same and the insurance policies required shall name Brookfield Zoo Chicago and the Forest Preserve District of Cook County as additional insured to the full extent of the risks included within the release, defense and indemnity obligations assumed by Contractor hereunder. The additional insured status in favor of Brookfield Zoo Chicago and the Forest Preserve District of Cook County shall be effective even if the release, defense and indemnity obligations of Contractor are unenforceable.

Brookfield Zoo Chicago and the Forest Preserve District of Cook County are included as Additional Insureds as respects all policies (except Workers’ Compensation and employer’s liability), but only for liability arising out of the operations of the Contractor. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Contractor.

The insurance policies required to be maintained by the Contractor hereunder shall include provisions to the effect that: (i) the policy shall not be subject to cancellation, material change or restriction or reduction of coverage or limits except upon not less than thirty (30) days written notice to Brookfield Zoo Chicago ; (ii) the insurer shall promptly notify Brookfield Zoo Chicago within 10 days in the event of default in payment of any premium or installment thereof, (iii) the policy shall contain a severability of interests clause in favor of Brookfield Zoo Chicago ; (iv) the insurance is primary and not excess, contributory or contingent; and (v) Contractor, and not Brookfield Zoo Chicago, shall be responsible for paying all deductibles/retentions and premiums under such insurance policies.

Contractor agrees to furnish to Brookfield Zoo Chicago, prior to the commencement of the Work, insurance certificates(s) reflecting Contractor’s compliance with the requirements of this Article.

The insurance described herein shall remain in effect for all of the respective insured’s, including additional insured’s, following any termination of this Agreement with respect to any occurrence, act or omission that occurred or may have occurred at any time prior to such termination. Any obligations of indemnification, insurance and confidentiality shall survive the termination of this Agreement.



10.0 MINORITY-OWNED, WOMEN-OWNED, AND DISADVANTAGED BUSINESS ENTERPRISES.

Brookfield Zoo Chicago takes affirmative steps to ensure that certified minority-owned business enterprises (MBEs), women-owned business enterprises (WBEs), and disadvantaged business enterprises (DBEs) are afforded opportunities to compete for and participate in providing good and services. If Contractor is an MBE, WBE, or DBE that has been properly certified by one of the agencies or programs listed below, or is employing or otherwise utilizing an MBE, WBE or DBE in performance of the Services, Contractor will provide proof of such Certification in a form satisfactory to the Society with the signed agreement:

- a. City of Chicago, National Minority Supplier Development Council Affiliates (NMSDC)
- b. Chicago Minority Business Development Council (CMBDC)
- c. State of Illinois-Department of Transportation (IDOT)
- d. Small Business Administration (SBA-8A)
- e. Illinois Unified Certification Program
- f. The Women's Business Development Center
- g. Certification by Cook County Dept. of Contract Compliance as a Minority and/or Woman-Owned Business Enterprise (MBE/WBE).

11.0 NOTICES

All notices, requests, demands and other communications hereunder (“Notice”), whether or not so stated in the provisions of this Agreement, must be in writing and addressed to the party’s duly authorized representative identified below. Notice may be sent by mail, overnight carrier (UPS, FedEx, etc.) or by e-mail.

To Contractor:

[Click here to enter Contractor Name](#)

Attn: [Click here to enter Contractor Attn:](#)

[Click here to enter Contractor Address](#)

[Click here to enter Contractor City, State, Zip](#)

To Brookfield Zoo Chicago:

Chicago Zoological Society

Attn: [Click here to enter Name of Supervisor Responsible for Contract](#)

3300 Golf Road

Brookfield, IL 60513

Any Notice required herein shall be deemed to be given or made only if sent by hand or nationally recognized courier service, with delivery evidenced by a written receipt, or by certified or registered mail, return receipt requested and postage and registry fees prepaid. A Notice sent by certified or registered mail shall be deemed to be given on the 3<sup>rd</sup> business day after mailing. All other Notices shall be deemed given when received. A Notice sent via e-mail shall include a Request for Delivery Receipt and shall be deemed to be given on the day said Receipt was received.

## 12.0 GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the law of the State of Illinois, without regard to the laws or conflict of law rules of any other jurisdiction where Contractor may reside or perform the Services or where any violation of this Agreement occurs. Any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and Brookfield Zoo Chicago and Contractor hereunder submit to personal jurisdiction in the State of Illinois and to venue in such courts.

## 13.0 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement supersedes and shall control over any other previous agreement(s) between the parties.

## 14.0 TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

## 15.0 COMPLIANCE WITH LAWS

The Contractor agrees to be bound by and, at its own cost, comply with all applicable federal, state, and local laws, ordinances and regulations (collectively, "Laws") , including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, and disadvantaged business enterprise laws, prevailing wage, anti-kickback and environmental laws. The Contractor agrees that it has read, is familiar with, and will comply with the Forest Preserve District of Cook County's Code of Ethical Conduct.

The Contractor's liability to Brookfield Zoo Chicago and the Forest Preserve District of Cook County under this Agreement for all loss, cost and expense attributable to any acts of commission or omission by the Contractor and Contractor's representatives, resulting from the failure to comply with the Laws, shall include but not be limited to, any fines, penalties or corrective measures.

## 16.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

**[signatures appear on next page]**

Chicago Zoological Society\*:

Contractor: [Click to enter Contractor Name](#)

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

\_\_\_\_\_

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

\_\_\_\_\_

**OFFICE USE ONLY:**

Agreement prepared by:

[Click to enter Name of Person who Prepared Contract](#)

Supervisor responsible for contract:

[Click here to enter Name of Supervisor](#)

Charge # and Authorized Purchaser Initials:

[Click here to enter Charge Number](#)

**Docuware** STAMPS LAST PAGE ONLY

**DUTIES OF CONTRACTOR**

Contractor will perform the following services (the "Services"):

[Click here to insert detailed description of services to performed.](#)

**EEE SCHEDULE**

Payments will be made upon receipt of properly completed and authenticated invoices. Total compensation for full performance of the Services shall not exceed [Click here to enter total dollar amount of contract \\$](#), regardless of the actual expenditures of time or money made by Contractor in performing the Services. If Brookfield Zoo Chicago requests additional services not contemplated or described herein, Contractor shall inform Brookfield Zoo Chicago of the cost to complete such services and receive written direction thereafter from Brookfield Zoo Chicago to complete such services in order to receive compensation therefor.

[Click here to insert detailed Contractor Fee Schedule.](#)