

AGREEMENT

This Agreement is entered into this 14 day of JANUARY, 2009¹⁰, between Kane County, with offices at 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter the COUNTY) and Alpaytac, Inc. at 415 N. LaSalle St., Suite 504, Chicago, IL 60610 and is licensed to do business in the State of Illinois (hereinafter the CONTRACTOR).

WITNESSETH, that the COUNTY has determined that it requires assistance with its web site re-design, web-site content writing, and certain communicational services, and the CONTRACTOR is in the business of providing these services and is willing to provide same, for and according to the terms and conditions of the attached Contract Documents.

Now therefore in consideration of the mutual promises delineated in the Contract Documents, the parties agree that:

1. CONTRACTOR shall perform all of the work; furnish all of the material and labor necessary to complete the aforementioned services.
2. The Contract Documents shall consist of the following listed documents, signed by the CONTRACTOR where necessary, and which are attached to this Agreement and incorporated herein by reference:

- A. CONTRACTOR'S Bid Response Form
- B. Terms & Conditions and Instructions to Bidders
- C. Statement of Work

BID NUMBER: 09-037 BID TITLE: Web Site Design

3. This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand the Contract Documents and this Agreement and intend to be bound by their terms.

COUNTY OF KANE, IL

By: Karen McConaughay
Karen McConaughay
County Board Chairman
Date: 11/14/10

Alpaytac, Inc.

By: [Signature]
[Title] President/CEO
Date: 1/14/10

ATTEST:

By: [Signature]
John A. Cunningham
Clerk, County Board

ATTEST:

By: [Signature]
[Name] Elizabeth Manzon
[Title] NOTARY



**RFP OFFER TO CONTRACT FORM
FOR
Web Site Content Writer**

RFP Due Date & Time: 2:30 pm., Thursday, July 7, 2009

To: County of Kane
Purchasing Department, Bldg. A
719 S. Batavia Ave., Geneva, IL 60134

The proposer shall include with returned RFP all documents, as required within the specification.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to supply services as per the attached specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged: Addendum No. 1, No. _____, No. _____.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

From: Ed Fanselow

Signature Ed Fanselow

Typed Signature _____

Company Alpaytac, Inc.

Address 415 N. LaSalle St., Chicago, IL 60610

Phone # 312-245-9805 Fax # 312-245-9807

Federal I.D./Social Security # 347-68-7754 Date 7/6/09

Request for Proposal 09-037 Web Site Design & Graphic Development
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - REQUEST FOR PROPOSAL
TERMS AND CONDITIONS
For
KANE COUNTY BOARD, Geneva, Illinois

A. REQUEST FOR PROPOSALS

A.01 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

A.02 Proposal Opening:

Sealed proposals will be received at the Kane County Purchasing Department until the date and time specified, at which time the names of offerors will be read aloud and recorded on an abstract. Contents of the sealed proposals will be opened and evaluated in private with proposal information kept confidential until an award is made. Late proposals shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of the reason, in delivery of the proposals.

A.03 Proposal Preparation:

Proposals must be submitted on this form and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the Vendor, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Vendor to a contract. Name of person signing should be typed or printed below the signature.

A.04 Proposal Envelopes:

Envelopes containing proposals must be sealed and addressed to the County of Kane, Purchasing Department. The name and address of the Vendor and Invitation Number must be shown in the upper left corner of the envelope.

A.05 Addenda:

A.05.1 Addenda are written instruments issued by the County prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletion, clarifications, or corrections.

A.05.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.

A.05.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.

A.05.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and acknowledge on the proposal response form, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

A.06 Evaluation of Proposals:

The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The Proposals shall be categorized as:

- A.06.1 Acceptable;
- A.06.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable; or
- A.06.3 Unacceptable.

A.07 Discussion of Proposals:

A.07.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other offeror.

A.07.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:

- (a) The specific services to be provided;
- (b) Qualifications of the offeror, experience of personnel, etc;
- (c) The working relationship to be established between the County and the Offeror, including, but not limited to, what each party should expect from the other.
- (d) A review of the costs associated with this project.

A.08 Negotiations:

The County of Kane reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the County of Kane as contractually binding on the successful offeror.

A.09 Notice of Unacceptable Proposal:

When the Evaluation Panel determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Panel shall be final.

A.10 Confidentiality:

The County's Director of Purchasing shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County of Kane. Based upon the public nature of these RFP's, an offeror must inform the County, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A.10.1 Confidential information submitted by the Vendor shall be labeled and shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act.

A.11 Interpretation or Correction of Documents:

Vendors shall promptly notify the County of any ambiguity, inconsistency or error they may discover upon examination of the specification documents. Interpretations, corrections and changes will be made by addendum.

A.12 Variances:

State or list by reference any variations to specifications, terms and conditions.

B. TERMS AND CONDITIONS

B.01 Authority:

This Request for Proposals is issued pursuant to applicable provisions of the Kane County Purchasing Department.

B.02 Errors in Proposals:

Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

B.03 Reserved Rights:

The County of Kane reserves the right at any time and for any reason to cancel this Request for Proposals, or to accept an alternate Proposal. The County reserves the right to award one or more contracts for their services specified herein. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the County has ninety (90) days to accept. The county may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

B.04 Incurred Costs:

The County of Kane will not be liable in any way for any costs incurred by respondents in replying to this RFP.

B.05 Award:

Proposals will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the Vendor, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

B.05.1 Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the appropriate committees of the Kane County Board for consideration and award of the contract.

B.06 Criteria for Selection:

All proposals submitted in response to this RFP will be evaluated based on the criteria outlined in the specifications.

B.07 Pricing:

The price for the contract is to be held firm for the term of the contract. Kane County reserves the right to terminate the contract after the first year, or upon thirty (30) days written notice.

B.08 Taxes:

The County of Kane is exempted from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

B.09 Warranty:

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

B.10 Indemnity:

Contractor and/or Servicer and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents and Employees from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and/or Seller's performance of this contract and Contractor's and/or Servicer's and/or Seller's violation of any of the terms and conditions of this agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

Contractor and/or Servicer and/or Seller shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.

B.11 Equal Employment Opportunity:

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Ordinance No. Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

B.12 Default:

If delivery of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor.

B.13 Payments:

The payment terms for this contract will be made on a monthly basis by the County of Kane.

B.14 Eligibility:

By signing the proposal response form, the Vendor hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

B. 15 Additional Information and Comments: Include any other information you believe to be pertinent, but not specifically mentioned elsewhere.

C. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/ Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability with the exclusion pertaining to explosion, collapse and underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation Insurance, including occupational disease with Employer's Liability limit not less than the following:

Employers Liability:

Each Accident \$1,000,000

Disease - Policy Limit \$1,000,000

Disease Each Employee \$1,000,000

- e) Umbrella Liability

Excess Limits \$2,000,000

- f) Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.

Limits:

Aggregate \$1,000,000

Contractor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policy; or provide separate coverage, in the amounts enumerated above, with an Owner's Protective policy.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

STATEMENT OF WORK

For

Web Site Design & Graphic Development

OVERVIEW

The County of Kane is seeking an experienced and qualified Vendor to update its website, improve the online services, simplify content management and to improve the E-Government site functionality. The selected Vendor will collaborate with designated County staff to plan and design a website that offers current and easily-updated information, secure online business transactions, high quality graphic and text elements, video and audio streaming, while employing user-friendly login, structural design and search capabilities. Password-controlled access to designated areas by authorized County staff shall be included for direct updating of information pertaining to their Office and/or Department.

Kane County is seeking a Website Design and Graphic Development Vendor that can accomplish all of the functionality identified in the RFP, but has the flexibility of doing so within the parameters set forth in a timeline and/or in a phased approach. The County also seeks a Vendor that has the capability of integrating existing SharePoint features that may be provided by the County and/or other software vendor. The Vendor shall also be responsible for acting as the photographer/video-production supplier during the course of said contract.

BACKGROUND

Kane County is located approximately fifty (50) minutes west of Chicago and has a population of approximately 480,000. Kane County is not only culturally diverse, but the landscape reflects this as well. The landscape is divided equally between urban dwelling, country estates, and rural agricultural. Cultural amenities include, but are not limited to beautiful downtown settings, the Fox River, several colleges, and numerous public golf courses. Kane County is a full-service government agency that provides public safety, community health programs, planning, zoning and community development, streets, and other public services, including the County government Website.

SCOPE OF WORK

The intent of this scope of work is to provide a basis for comparison of Requests for Proposals. It is expected that a firm or individual, by submitting a proposal, has exercised their own professional judgment on the tasks required and level of effort necessary to provide an expected service. The County reserves the right to modify the scope of work to fit available funding.

Technical Infrastructure

One of the areas of consideration for evaluating proposals will be compatibility with the Kane County Information Technology infrastructure. That infrastructure currently includes the following, but is not limited to:

- Microsoft Windows 2000/2003 network operating system for file and print services and Microsoft Exchange 2003;
- Microsoft Windows XP Pro for workstation operating systems:

- Microsoft Office 2003 or 2007;
- Internet Explorer 7;
- International application development standards: Java Script, ASP, ASPX, SQL, HTML, and SharePoint.

Minimum Requirements

Proposed application/system must meet the following minimum requirements:

- Respondent has in the past and/or currently provides website services to a Federal, State and/or local government entity.
- Public access to all of the features on the Website is not dependent on a specific browser, that is, the web interface is browser agnostic and works with commonly used browsers found on Windows, Linux, and Mac computer systems.
- The Website is capable of being organized into multiple Departments and/or Offices within from the home page.
- Pages and features compatible with limited bandwidth access by the public. Henceforth, the County is concerned with public access being hindered by geographical restrictions.
- Web interface options that can accommodate individuals with disabilities in accordance with the American with Disabilities Act (ADA).
- Capability of the general Website administration staff to:
 - Control size of individual Web pages.
 - Control size and types of images used with the site.
 - Control publishing of links to other Websites.
 - Report Website maintenance activity and statistics on content type – updates, downloadable documents, web pages, and calendars.
 - Report number of visits to a site generally and to each Department and/or Office.
- Provides a minimum of 128-bit encryption over SSL for displaying specific web pages and for information transmitted to and from the Website by County staff.
- Email interfaces, if any, are not dependent on a specific Email client.
- Respondents must not be on any Email or Website “black lists” as a source of unwanted solicitations or objectionable content.

Situational Analysis

The County of Kane is seeking to enter into a professional services agreement with a qualified Vendor to design and implement a new County Website based on the above-noted strategy. The County's website URL is <http://www.countyofkane.org>.

Currently, site content is submitted by various Offices/Departments and then directed to a team of two staff who then provide updates. Constraints with the existing update system include the following, but are not limited to:

- Only two key individuals maintain the site for most Offices/Departments, resulting in periodic bottlenecks and reducing timely updates, modifications or additions.
- Website and individual pages are provided manually to content management staff, often requiring additional work to ensure material conforms to current design standards.
- Current system does not offer dynamic management of the front page making content contributions cumbersome. This results in content changes that are not systematic and are prone to being outdated.
- The site is currently not audience-based or menu-driven, which are essential components to making the Website considerably more audience friendly.

Vendor Qualifications

The intent of this RFP is to enable Kane County to evaluate Vendor experience, qualifications and capabilities for developing, and implementing a redesigned County Website. The desired qualifications are outlined below. Respondents are to submit a written narrative corresponding to each of the numbered items.

1. Letter of Transmittal

- a. RFP shall be accompanied by a letter of transmittal and a one-page executive summary of the proposal.

2. Profile of the Firm

- a. RFP shall be accompanied by a profile of the firm.
- b. Number of years in business.
- c. Office location(s) including business address.
- d. Demonstrated company financial stability.
- e. Current business license with Kane County.

3. Government Website Design Experience

- a. RFP shall be accompanied by a list of County/Municipal clients including the City/County Name and Website URL.

- b. If no previous County/Municipal experience, RFP shall be accompanied by an explanation of relevant government website experience including other government clients/URLs.
- c. RFP shall be accompanied by a minimum of four (4) references, including all contact information as detailed below:

- i. Client Name
- ii. Client Contact Person
- iii. Telephone and Fax
- iv. Client Address
- v. Website Address

- d. RFP shall contain additional information as demonstrates its qualifications and successful experience in the design, construction, user training, and ongoing maintenance of internet websites comparable to that proposed in response to this RFP. Include additional background on media experience including, but not limited professional photography and video components.

- i. RFP shall be accompanied by the aesthetic merit of past projects; appropriateness of concepts as they relate to demonstrated project goals and setting.
- ii. Experience, success and/or interest in creating photographs and video resulting from similar projects.
- iii. Demonstrated experience in a multi-media capacity.
- iv. Describe what specifically interests you about portraying this project through multi-media?

4. Team Members/Role (List all personnel to be assigned to this project)

- a. Whether or not respondent has graphic design specialists on staff.
- b. RFP shall be accompanied by the name, title, role (e.g., project manager, programming, graphics, and media).
- c. Background of staff converting the existing site and the background of staff that will function in a collaborative role once the project has been completed.
- d. RFP shall be accompanied by a list of any subcontractors who will be working on the proposed project.

5. Vendor Service Capabilities (Describe all available)

- a. Description of infrastructure, utilities and tools proposed for Web page creation and maintenance.
- b. Accessibility features of proposed Website.
- c. Software tools (e.g., Content Management System, modules, and/or software).
- d. Proposed phases or steps in implementation of the Website design, infrastructure, and deployment.
- e. Multi-media components (photography & video production).
- f. Site maintenance.
- g. Client training.
- h. Availability of robust self-service documentation and technical support.
- i. Demonstrated PCI DSS compliance on all sensitive information.
- j. Appropriate redundancy and scalability to avoid unexpected outages and to accommodate periodic maintenance, usage growth, and sudden usage surges.
- k. Meets United States Federal Government ADA requirements.
- l. 24/7 Availability.
- m. Security for both County staff and users.
- n. Explain any other applicable vendor service capabilities.

6. Vendor/Government Contract Performance (Provide two examples that include all of the following)

- a. Client name and description of services provided.
- b. Contract amount.
- c. Contract duration.
- d. Project outcome.

7. Fees and Compensation

- a. RFP shall be accompanied by (in a separate sealed envelope) a detailed description of proposal fees and compensation to the contractor for providing all services, equipment, and software included in the project.

- b. Proposed fees and compensation must be all inclusive. No additional cost will be paid by the County, which includes but is not limited to administrative charges, trip time, fuel charges, freight or handling charges and any other costs associated with providing the service.
8. **Deliverables** (This section identifies the deliverables associated with the RFP)
- a. RFP shall be inclusive of Vendor Qualifications as outlined in items 1 – 7.
- b. Include a project approach summary for building government websites.
- c. Include a sample project schedule for designing and implementing a government website.
- d. The selected vendor is responsible for providing a business license.

Evaluation Criteria

Respondents to this RFP will help the County identify the most qualified Contractor and will be indicative of the level of the firm's commitment. The table below illustrates the evaluation criteria weighting:

No.	Criteria	Weight
1	Qualifications <i>Education, Technical Experience</i> <i>Financial Stability, Multimedia Experience</i>	25%
2	Approach/Methods <i>Design Implementation, Use of Technology</i> <i>Integration of Multimedia</i>	15%
3	Site Quality <i>Logic/Ease of Use: Visitor, Logic/Ease of Use: Staff</i> <i>Accessibility by Disabled</i>	20%
4	References <i>Quality of Previous Projects, Experience in Similar Projects</i> <i>Ability to Meet or Exceed Project Deadlines</i>	15%
5	Responsiveness <i>Teambuilding Approach</i> <i>Ongoing Service</i>	20%
6	Cost <i>Design Implementation</i> <i>Phase In Approach</i>	5%
	Total	100%

Selection Process

The selection process will involve the following phases:

Phase One:

A review team will evaluate Vendor submittals. The initial review will determine conformance to submission requirement and whether responses meet minimum criteria established. Review will include the vendor's acceptance of RFP terms and completeness of submissions.

Phase Two:

Interview of most qualified applicants.

Phase Three:

Review team will verify references provided.

Phase Four:

The County will enter into negotiations leading to a professional services agreement.

Schedule **

The approximate RFP schedule is summarized below.

Issuance of RFP:	June 15, 2009
Submittals Due:	July 7, 2009
Interviews:	July 21 thru 24, 2009
Proposal Award:	August 3, 2009
Executive Agreement:	August 10, 2009
Commencement of Work:	August 13, 2009

*Dates subject to change***

Default

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action would have been taken to prevent the delay or failure: flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

Inability to Perform

Vendor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. Vendor shall immediately notify the County in writing whenever it is unable to; or reasonably believes it is going to be unable to provide the agreed upon quality and quantity of services. Upon such notification, the County shall determine whether such inability requires modification or cancellation of this Contract.

Termination

Any resulting contract will specify as follows:

This Agreement may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Agreement is terminated due to the County's substantial failure to perform, the Vendor shall be paid for labor and expenses incurred to date as provided in Section 5, subject to setoff for any damages, losses or claims against the County resulting from or relating to Vendor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Vendor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Vendor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Vendor also will be reimbursed for the charges of independent professional associates and contractors employed by the Vendor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Vendor or the Vendor's independent professional associates or contractors, directly or indirectly in connection with the Project.

Payment Terms

There will be no down payment issued to the Vendor at contract signing, nor in advance of services provided. Proposals may include a payment schedule tied to the phased or modular completion of website design, construction, County staff training sessions or similar measurable performance benchmarks. Thereafter, the County will issue payment as agreed in the contract. If the contractor anticipates and requests the County to pay some earlier specific fees to a third-party directly or as a pass-through, other than via the payment schedule above, such circumstances must be clearly identified in the proposal and stipulated in the contract prior to signing.

SPECIAL CONDITIONS:

Response Instructions:

An original proposal response, marked as "original" and seven (7) copies shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**09-037 Web Site Design & Graphic Development**". Your proposal may be mailed or hand delivered as follows:

County of Kane
Purchasing Department, Building (A)
719 South Batavia Avenue.
Geneva, IL 60134

The County shall not be responsible for late delivery of your RFP response by a third party courier.

Proposals may not be submitted electronically.

ALL QUESTIONS PERTAINING TO THIS REQUEST FOR PROPOSAL MUST BE SUBMITTED IN WRITING TO THE PURCHASING DEPARTMENT NO LATER THAN 2:00 PM. WEDNESDAY, JULY 1, 2009 FAX AND E-MAILED ACCEPTED. FAX to (630) 208-5107 or E-MAIL hansenjim@co.kane.il.us

STATEMENT OF WORK
For
Web Site Content Writer

OVERVIEW

The County of Kane is seeking an experienced and qualified Vendor to provide clear and concise written articles and improve online service communication for the constituents and visitors of the County Website. The selected Vendor will collaborate with designated County staff to produce, organize, manage, and publish written material to the existing website, as well as E-news articles while providing flexible working hours. Respondents should have experience in content management solutions, as well as multimedia publications.

Situational awareness, requires that dynamic and audience friendly information be published on a regular basis. Today's multifaceted audience demands real time-content be provided to: mainstream the flow of communication; reduce the cost of providing quality messaging; and, provide customizable information. Kane County seeks a Vendor that can accomplish all of the functionality identified in the RFP, but has the flexibility of doing so within the parameters set forth under strict deadlines and time constraints. Vendors must be able to express ideas clearly; and, have a broad range of knowledge. Vendors should demonstrate good judgment, as well as a strong sense of ethics in deciding what content to publish. The County also seeks a Vendor that has strong word processing skills, computer graphic/desktop publisher skills, and the capability of working within an existing SharePoint framework that is provided by the County's business infrastructure.

BACKGROUND

Kane County is located approximately fifty (50) minutes west of Chicago and has a population of approximately 480,000. Kane County is not only culturally diverse, but the landscape reflects this as well. The landscape is divided equally between urban dwelling, country estates, and rural agricultural. Cultural amenities include, but are not limited to beautiful downtown settings, the Fox River, several colleges, and numerous public golf courses. Kane County is a full-service government agency that provides public safety, community health programs, planning, zoning and community development, streets, and other public services, including the County government Website.

SCOPE OF WORK

The intent of this scope of work is to provide a basis for comparison of Requests for Proposals. It is expected that a firm or individual, by submitting a proposal, has exercised their own professional judgment on the tasks required and level of effort necessary to provide an expected service. The County reserves the right to modify the scope of work to fit available funding.

Situational Analysis

The County of Kane is seeking to enter into a professional services agreement with a qualified Vendor to provide professional content writing on the redesigned County Website and E-news articles based on the above-noted strategy. The County's website URL is <http://www.countyofkane.org>.

Currently, site content is submitted by various Offices/Departments and then directed to a team of two staff who then provide updates. Constraints with the existing update system include the following, but are not limited to:

- Only two key individuals maintain the site for most Offices/Departments, resulting in periodic bottlenecks and reducing timely updates, modifications or additions.
- Website and individual pages are provided manually to content management staff, often requiring additional work to ensure material conforms to current design standards.
- Current system does not offer dynamic management of the front page making content contributions cumbersome. This results in content changes that are not systematic and are prone to being outdated.
- The site is currently not audience-based or menu-driven, which are essential components to making the website considerably more audience friendly.

The County is actively seeking a Vendor to provide Professional Content Writer services for the redesigned Website. The County's emphasis is on incorporating extensive content management tools and database driven architecture while proving a user-friendly and intuitive site structure and interface that is ADA compliant. The Vendor shall be responsible for writing and editing press releases, community alerts, community event notices, as well as E-news articles.

Vendor Qualifications

The intent of this RFP is to enable Kane County to evaluate Vendor experience, qualifications and capabilities for developing, and implementing a redesigned County Website. The desired qualifications are outlined below. Respondents are to submit a written narrative corresponding to each of the numbered items.

1. Letter of Transmittal

- a. RFP shall be accompanied by a letter of transmittal and a one-page executive summary of the proposal.

2. Profile of the Firm/Individual

- a. RFP shall be accompanied by a profile of the firm/individual.
- b. Number of years in business.
- c. Office location(s) including business address.
- d. Demonstrated company financial stability.
- e. Current business license with Kane County.

3. Government Writing Experience

- a. RFP shall be accompanied by a history of government writing experience. Respondent should have past experience with developing original written material for newspaper, books, trade journals, online publication, radio and/or television.
- b. If no previous government writing experience, RFP shall be accompanied by an explanation of other relevant writing experience.
- c. RFP shall be accompanied by a minimum of three references, including all contact information as detailed below:
 - i. Client Name
 - ii. Client Contact Person
 - iii. Telephone and Fax
 - iv. Client Address
 - v. Website Address
- d. RFP shall contain additional information as demonstrates its qualifications and successful writing experience.
- e. Describe what specifically interests you about portraying this project through the use of multimedia?

4. Team Members/Role (List all personnel to be assigned to this project)

- a. RFP shall be accompanied by the name, title, role (e.g., project manager, writer, editor, copier, and media).
- b. Background of staff that will function in a collaborative role.
- c. RFP shall be accompanied by a list of any subcontractors who will be working on the proposed project.

5. Vendor Service Capabilities (Describe all available)

- a. Software tools (e.g., Content Management System, modules, and/or software)
- b. Multi-media components (List any computer graphics or desktop publishing)
- c. Explain any other applicable vendor service capabilities.

6. **Vendor/Government Contract Performance** (Provide two examples that include all of the following)

- a. Client name and description of services provided.
- b. Contract amount.
- c. Contract duration.
- d. Project outcome.

7. **Fees and Compensation**

- a. RFP shall be accompanied by (in a separate sealed envelope) a detailed description of proposal fees and compensation to the contractor for providing all services, equipment, and software included in the project.
- b. Proposed fees and compensation must be all inclusive. No additional cost will be paid by the County, which includes but is not limited to administrative charges, trip time, fuel charges, freight or handling charges and any other costs associated with providing the service.

8. **Deliverables** (This section identifies the deliverables associated with the RFP)

- a. RFP shall be inclusive of Vendor Qualifications as outlined in items 1 thru 7.
- b. Include a sample of written articles.
- c. The selected vendor is responsible for providing a business license.

Selection Process

The selection process will involve the following phases:

Phase One:

A review team will evaluate Vendor submittals. The initial review will determine conformance to submission requirement and whether responses meet minimum criteria established. Review will include the Vendor's acceptance of RFP terms and completeness of submissions.

Phase Two:

Interview of most qualified Respondents.

Phase Three:

Review team will verify references provided.

Phase Four:

The County will enter into negotiations leading to a professional services agreement.

Evaluation Criteria

Respondents to this RFP will help the County identify the most qualified Vendor and will be indicative of the level of the firm's commitment. The table below illustrates the evaluation criteria weighting:

No.	Criteria	Weight
1	Qualifications <i>Has Higher Education Degree</i> <i>Has Practical Journalism Experience</i>	25%
2	Approach/Methods <i>Has Knowledge of the Media</i> <i>Has Knowledge of Technology</i>	15%
3	Quality/Written Material <i>Can Demonstrate Written English Skills</i> <i>Has Published Material</i>	20%
4	References <i>Provides Practical References</i> <i>Provides Published References</i>	15%
5	Responsiveness <i>Has Met Publication Deadlines</i> <i>Has Worked Under Pressure</i> <i>Has Work in a Collaborative Environment</i>	20%
6	Cost	5%
	Total	100%

Schedule **

The approximated RFP schedule is summarized below.

Issuance of RFP:	June 15, 2009
Submittals Due:	July 7, 2009
Interviews:	July 21 thru 24, 2009
Proposed Award:	August 3, 2009
Executive Agreement:	August 10, 2009
Commencement of Work:	August 13, 2009

*Dates subject to change***

Default

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action would have been taken to prevent the delay or failure: flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

Inability to Perform

Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. Vendor shall immediately notify the County in writing whenever it is unable to; or reasonably believes it is going to be unable to provide the agreed upon quality and quantity of services. Upon such notification, the County shall determine whether such inability requires modification, or cancellation of this Contract.

Termination

Any resulting contract will specify as follows:

This Agreement may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Agreement is terminated due to the County's substantial failure to perform, the Vendor shall be paid for labor and expenses incurred to date as provided in Section 5, subject to setoff for any damages, losses or claims against the County resulting from or relating to Vendor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Vendor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Vendor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Vendor also will be reimbursed for the charges of independent professional associates and contractors employed by the Vendor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Vendor or the Vendor's independent professional associates or contractors, directly or indirectly in connection with the Project.

Payment Terms

There will be no down payment issued to the contractor at contract signing, nor in advance of services provided. Proposals may include a payment schedule tied to the phased or modular completion of website design, construction, County staff training sessions or similar measurable performance benchmarks. Thereafter, the County will issue payment as agreed in the contract. If the contractor anticipates and requests the County to pay some earlier specific fees to a third-party directly or as a pass-through, other than via the payment schedule above, such circumstances must be clearly identified in the proposal and stipulated in the contract prior to signing.

SPECIAL CONDITIONS:

Response Instructions:

An original proposal response, marked as "**original**" and seven (7) copies shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**09-038 Web Site Content Writer**". Your proposal may be mailed or hand delivered as follows:

County of Kane
Purchasing Department, Building (A)
719 South Batavia Avenue.
Geneva, IL 60134

The County shall not be responsible for late delivery of your RFP response by a third party courier.

Proposals may not be submitted electronically.

ALL QUESTIONS PERTAINING TO THIS REQUEST FOR PROPOSAL MUST BE SUBMITTED IN WRITING TO THE PURCHASING DEPARTMENT NO LATER THAN 2:00 PM. WEDNESDAY, JULY 1, 2009 FAX AND E-MAILED ACCEPTED. FAX to (630) 208-5107 or E-MAIL hansenjim@co.kane.il.us

**RFP OFFER TO CONTRACT FORM
FOR
Web Site Content Writer**

RFP Due Date & Time: 2:30 pm., Thursday, July 7, 2009

To: County of Kane
Purchasing Department, Bldg. A
719 S. Batavia Ave., Geneva, IL 60134

The proposer shall include with returned RFP all documents, as required within the specification.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to supply services as per the attached specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged: Addendum No. 1, No. _____, No. _____.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

From: Ed Fanselow
Signature Ed Fanselow
Typed Signature _____
Company Alpaytac, Inc.
Address 415 N. LaSalle St., Chicago, IL 60610
Phone # 312-245-9805 Fax # 312-245-9807
Federal I.D./Social Security # 347-68-7754 Date 7/6/09

Statement of Work *for* **Graphic Designer**

- **Introduction**

- The principle outcome of the tasks outlined herein is to facilitate streamlined communication that is both sustaining and organic between Kane County and its residents. Alpaytac, Inc, AKA “Graphic Designer” shall utilize state-of-the-art graphic skills and communication strategies to create both readability and simple navigation in the re-launch of the Kane County Website, design a “drop-in” Framework for departmental websites, develop three Kane County logos, as well as create a cohesive template for an electronic newsletter or “E-newsletter.” The E-newsletter will provide Kane County residents with the latest news and information from their local government. This comprehensive approach takes today’s financial constraints into account while maximizing existing and new technologies to ensure that the residents of Kane County have effective and timely access to the latest community alerts, press releases, and/or official County business.

- **Scope**

- Generally – Work shall be performed for Kane County, Illinois located at 719 South Batavia Avenue, Geneva, IL 60134. Specific elements of the work shall include the following items, as well as any assignments contracted and agreed upon between the parties:
 - *Graphic Design* – The Graphic Designer shall collaborate with the County Board Chairman, Website Task Force Chair, Project Manager, and designated County staff as needed to produce the items outlined below (Appendix A).
 - *Logos* – The Graphic Designer shall create three different logos that that will establish a marketing identity for Kane County. The Graphic Designer shall create said logos in vector (AI) format. However, Kane County acknowledges that it does not want to limit the scope of enhanced graphical capabilities that could be offered by the Graphic Designer.
 - *Home Page* – The Graphic Designer shall create a redesigned Home Page with cascading style sheets that emphasizes streamlined communications, as well as an online business presence for the Kane County constituency.
 - *Framework* – The Graphic Designer shall create a “drop-in” Framework that not only complements the redesigned Home Page, but bridges the departmental Websites in a cohesive style and manner.
 - *E-newsletter Template* – The Graphic Designer shall create an E-newsletter template, which coordinates with the redesigned Home Page and the Kane County branding elements, as well as offers simple

electronic communication maintenance, in addition to navigational and editorial modifications. The E-newsletter template shall consist of space for six (6) articles and supporting graphic elements (photos, etc.). The Graphic Designer shall consider the current Kane County software framework when designing the E-newsletter template.

- *Assignment* – The Graphic Designer will not assign the contract or subcontract any part of the work to be performed thereunder without limitation and the written approval of Kane County.
 - *Coordination* – The Graphic Designer shall be responsible for coordinating with Kane County Staff to produce and deliver a product that can be viewed from variety of hardware platforms and operating systems. While both parties agree to remove any restraints caused by the wording that could constrain artistic freedom; nevertheless, both the Graphic Designer and Kane County agree to the following stipulations.
 - *Proof of Concept* – The Graphic Designer shall create a Proof of Concept in Adobe format which illustrates the functionality of the site, graphics, general layout, and overall look of the Website. The Graphic Designer shall produce the code once the Proof of Concept has been accepted.
 - *Graphics* – The Graphic Designer shall use consistency and moderation in the creation of the Website and/or E-newsletter graphics (TIFF resolution), as well as consider the graphical consistency among browsers. The number of colors utilized should be constrained, so that the user experience is consistent; and, unintended results are not created on computers with different graphical capacities. Since graphics impact the overall website performance, the Graphic Designer should be cognizant of this aspect and create a Website, which will not hinder download speeds. The Graphic Designer shall create logos in vector (AI) format. The Graphic Designer agrees to design and/or create all graphics for the Website so that they are consistent when viewed on cross-platforms. Kane County and the Graphic Designer shall mutually agree on the maximum size for each webpage on the site.
 - *Quality Standards* – The Graphic Designer’s development work product will be performed in a good and workmanlike manner and will be of professional quality conforming to generally accepted website development practices. The development work product shall also possess the functions and features contemplated by and fully operate and perform and be in good working order in accordance with the Statement of Work, Terms and Conditions, Agreement, and RFP Offer of Contract, as well as any other project specifications, documentation, or materials.
 - *Work Product* – The Work Product shall not (i) violate any law, statute, or County of Kane Ordinance and/or Regulation, or administer in unfair competition, anti-discrimination, or false advertising; (ii) infringe on the intellectual property rights of any third party or any rights of publicity or privacy;

(iii) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (iv) be pornographic or obscene; or (v) contain code of other electronic files which contain virus (Viri – Latin plural derivative), Trojan Horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information and actually cause such damage, interference, and/or interception. The Graphic Designer shall use commercially reasonable practices to ensure that the deliverables provided under the Scope will not violate the foregoing covenants.

- Software – The Graphic Designer shall guarantee any software provided in the Scope shall be free of defects in material and workmanship and will be free of any critical programming errors.
- Compatibility – The Graphic Designer’s solution shall be compatible with Kane County operating systems, application programs, computing equipment, and the data network system contemplated by the Scope of the project.
- Editorial Control – Kane County shall have sole control over the content that the Graphic Designer develops for the Kane County Website. The Graphic Designer shall not supplement, modify or alter any development work product that has been accepted by Kane County except with Kane County’s prior written consent. The Graphic Designer shall upload all development work product, including updates, to a mutually agreed upon test environment hosted by Kane County, within twenty-four (24) hours of approval of such work product produced by the Graphic Designer.
- Browser Capability – The Kane County Website shall be easily navigable by users utilizing commonly accepted forms of browsers including, but not limited to Netscape Navigator, Microsoft Internet Explorer, Opera, Mozilla, Firefox, Safari, Google Chrome and/or mobile device platforms.
- Acceptance Testing and Termination
 - *Generally* – Kane County recognizes that process of Website design is an extremely complex undertaking; and, furthermore, reserves the right to request that the digital documentation be moved to the Kane County host server environment with written notification within twenty-hours (24) hours.
 - *Acceptance Testing* – Kane County reserves the right to request the digital documentation be moved to the Kane County host server environment by providing written notification. The Graphic Designer shall then provide digital media to the Kane County host test environment within two (2) business days, so that Kane County can conduct a thorough acceptance testing on any portion of the digital products. Since this particular Website is dependent upon custom programming, Kane County reserves the right to request the Graphic Designer provide digital transactional elements of the sample pages throughout the entire project scope.

forms, images, digital media, and text can be reproduced and/or derivative works can be created.

- *Assignment* – The Graphic Designer shall assign all rights for any deliverables, including without limitation, forms, digital media, graphics, and text to Kane County.
 - *Moral Rights* – The Graphic Designer assigns all moral rights to Kane County, without limitation, with respect to any forms, digital media, graphics, and/or text.
 - *Incorporation of Third Party Trademarks* – The Graphic Designer is responsible for performing due diligence prior to utilizing any linked websites, which may violate the trademark infringement and/or cause an intellectual property dispute.
- **Noncompete and Nonsolicitation**
 - *Generally* – During the course of this project, the Graphic Designer may not solicit any Kane County employees as full-time, part-time, and/or contractual employees.
 - **Site Usage Liability**
 - *Generally* – The Graphic Designer shall indemnify, defend, and hold harmless for any damages, losses, expenses or liabilities Kane County.
 - *Hosting* – Kane County shall continue hosting the Website.
 - **Termination**
 - *Generally* – Kane County reserves the right to terminate this agreement under the Terms and Conditions, as well as if Kane County finds the Graphic Designer to be in misuse of the Kane County Website, or if any confidentiality is breached.
 - **Reports, Data, and Deliverables**
 - *Billing* – The Graphic Designer shall be responsible for submitting one original invoice, based on the invoice schedule, to: Mitzi Strike, Kane County Information Technologies Department, 719 South Batavia Avenue, Geneva, IL 60134.
 - *Billing Details* – The Graphic Designer shall provide an invoice based on the project schedule summarizing the project work.
 - *Deliverables* – The Graphic Designer shall be responsible for producing the work products defined under Scope.
 - **Special Considerations**
 - *Assigned Property* – The Graphic Designer shall be issued a Kane County Network Domain Account and Email Account for use during the length of this contract. The Graphic Designer shall also be granted access to the private SharePoint Portal for this project. The Graphic Designer shall be responsible for obtaining a Kane County Identification Badge and wearing the badge while conducting County business and/or while on County premises. The following identifications shall be assigned during this project period.
 - FaneslowEd@co.kane.il.us Email Account
 - <http://webrd.co.kane.il.us> Private SharePoint Portal Server

- *Confidentiality* – The Graphic Designer shall covenant to maintain in confidence all information relating to transactions, including but not limited to deliverables performed under Scope.
- *Logos* – The Graphic Designer shall not, without the prior written consent of Kane County, use the County of Kane’s logo(s) or name including, but not limited to use with advertising, marketing material, publicity release, or sales presentations.
- *Indemnification* – The Graphic Designer shall indemnify, defend, and hold harmless the result of Graphic Designer’s failure to provide and abide by the provisions of “Scope.”
- *Response Time* – The Graphic Designer shall guarantee that the County of Kane communications will be returned within one (1) hour when the issue is labeled “Critical,” two (2) hours when the issue is labeled “Urgent,” or within terms of normal business hours 8:30 a.m. to 4:30 p.m. when the issue is labeled “normal.” The Content Writer shall also provide the County of Kane with a mobile number for access wherein the Content Writer will accessible 24 hours a day, 7 days a week, during the length of the Contract in instances of emergencies.
- *Project Completion Penalties* – The Graphic Designer shall incur monetary penalties for its failure to complete its work within the timeframe enumerated in a project schedule to be mutually established by both parties; but, in no event to be completed later than January 30, 2010.
- *Software Usage* – Kane County shall have the right to install the Graphic Designer’s software at any location, whether now existing or hereafter leased or acquired. Kane County’s users shall have the right to access the Graphic Designer’s software from an unlimited number of client business desktop systems. Kane County shall also have the right to make backup copies of the Graphic Designer’s software for operational backup and disaster recovery purposes. Any other terms of software license grant or agreement(s) shall be as mutually agreed upon by Kane County and the Graphic Designer.
- *Third Party Software* – The Graphic Designer shall be responsible for licensing all third-party software utilized as part and/or in conjunction with the Kane County solution. The terms and conditions of such licenses shall be compatible with Kane County’s intended use of the Graphic Designer’s solution and shall guarantee the continuous use of such third-part software by Kane County for the term of the final, definitive agreements.

Contract for Professional Graphic Designer

Terms and Conditions

The parties agree to the terms and conditions listed below:

1.0 Statement of Work

1.2 Payments

The County of Kane will make payments to the Contractor as outlined in Exhibit D so long as the Contractor is providing the services set forth in Exhibit A and Exhibit C.

A. Invoices

Payment will be on a reimbursement basis. Contractor shall submit one original invoice as outlined in Exhibit D to:

Mitzi Strike
Kane County
Information Technologies Department
719 South Batavia Avenue
Geneva, IL 60134

The Contractor shall utilize the following format when submitting invoices:

1. The invoice shall include total project costs as summarized on the estimated, as well as any appropriate documentation for all costs and expenses.
2. Invoices that do not contain the information required under this section are incomplete and will not be paid until complete information is submitted.
3. Invoices need to be received at the Kane County Information Technologies Department by the second working day of the month. Facsimile or Email invoices are not acceptable.
4. Kane County will approve payment to the Contractor within thirty (30) calendar days of receipt of the invoice as appropriated under the Local Government Prompt Payment Act (from Ch 85. Par. 5607) (50 ILCS 505/7).
5. Contractor must submit the final invoice with in twenty (20) days of the Contract termination date.

B. Invoice Limitations

The following restrictions limit Kane County's obligation to pay invoices:

1. Kane County will reimburse the Contractor only for Contractor's approved costs as outlined in Exhibit D. The Contractor must document these costs through invoices, receipts, and other appropriate records. Kane County will not, under any circumstances, reimburse Contractor for any commitments made by the Contractor for services not yet performed.
2. Contractor is solely responsible for payments to all vendors, subcontractors, and/or consultants used in the performance of this Contract. It is not the intent

of Kane County and the Contractor to create third party beneficiary rights in these entities.

3. In the event the Contractor fails to comply with any provisions set forth in this Contract, Kane County may withhold payment until Contractor has corrected the noncompliance.

1.3 Rights of Contracted Products

All reports, graphics, research data, and/or every other work product of any kind or character from or relating to this Contract is the exclusive property of Kane County.

1.4 Contract Term

The term of this Contract will commence November 30, 2009 and shall proceed for an unspecified period of time, as well as it is determined upon project funding and/or project completion.

1.5 Applicable Laws/Choice of Law/Venue:

Contractor must observe and comply with all applicable laws and regulations. The Contract is executed in Kane County, Illinois and is governed by the laws of the State of Illinois. Any action arising out of this Contract must be filed in a state court or federal court located in Illinois.

1.6 Status of Contractor

Contractor is an independent contractor, and no relationship of employer-employee exists between Kane County and the Contractor, or the Contractor's employees, subcontractors, or consultants. Accordingly, Contractor, its employees, subcontractors, and consultants do not have any of the entitlements of a Kane County employee.

A. Direction and Control

Contractor is subject to the control and direction of Kane County regarding the designation of tasks to be performed and the results to be accomplished under this Contract, but not the means, methods, or sequence used by the Contractor for accomplishing the tasks and results.

B. Assignment of Third Parties

The Contractor shall not assign the contract or subcontract any part of the work to be performed herein without the written approval of the County of Kane.

C. Direction to Third Parties

If the Contractor employs any third persons, these persons will be under the exclusive control of the Contractor. All terms of employment, including but not limited to hours,

wages, working conditions, discipline, hiring, and discharging will be determined by the Contractor.

D. Right to Bind

Neither the Contractor nor its employees, subcontractors or consultants have the right to act on behalf Kane County in any capacity, or to bind Kane County to any obligation.

E. Taxes

Kane County will not make any deductions or withholdings from the compensation paid to the Contractor. Contractor must issue all forms required by federal and state laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

1.7 Conflict of Interest

No officer or employee of Kane County has any pecuniary interest, direct or indirect, in this Contract or the proceeds of the Contract.

1.8 Nondiscrimination

A. Requirements

Contractor must not discriminate based on:

1. Color, race, creed, national original, religion, sex, age, or physical or mental handicap in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and its implementing regulations, or in violation of any other state or federal law; and,
2. Sexual orientation as determined by federal, state, or local laws, and regulations.

B. Prohibited Discrimination

Prohibited Discrimination under this Contract means disparate treatment on the basis of race, color, creed, national origin or sexual orientation. Discrimination includes, but is not limited to:

1. Denying persons any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract;
2. Subjecting persons to segregation or separate treatment in any matter related to the receipt of services;
3. Restricting persons in any way from the enjoyment of any advantage or privilege enjoyed by another under this Contract;
4. Treating persons differently from another in determining whether they satisfy any admission, enrollment quota, eligibility, membership, or other requirement

that individuals must meet in order to be provided any service or benefit under this Contract;

5. Assigning times or places for the provision of services on the basis of race, color, creed, national origin or sexual orientation of the persons to be served.

1.9 Indemnification

A. Scope

Contractor shall indemnify and defend Kane County, its officers, agents, employees, and volunteers from any and all liabilities of any kind to the extent that they arise from negligent acts or omissions of contractors in his/her performance of this Contract. Kane County will indemnify and defend Contractor, its board, officers, agents, and employees from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of Kane County in its performance of the Contract.

B. Counsel

Contractor shall also use counsel reasonably acceptable to Kane County in carrying out its obligations under this section. The provisions of this section will survive the expiration or early termination of this Contract.

2.0 Waiver of Claims

Contractor waives any claims against Kane County, its officers, agents, employees or volunteers from damage or loss caused by:

- A. Any suit or proceeding directly or indirectly attacking the validity of this Contract, or any part of this Contract.
- B. Any judgment or award: (i) declaring this Contract, or any part of this Contract, either void or voidable, or (ii) delaying the performance of any part of this Contract.

2.1 Insurance

A. Insurance Requirements

Contractor will maintain insurance to cover its operations throughout this Contract and any Contract extensions in accordance with the regulations set forth by the Kane County Purchasing Department.

1. Any insurance or self-insurance maintained by Kane County will apply in excess of, and not contribute to, insurance maintained by the Contractor.
2. The Contractor shall provide Kane County thirty (30) days written notice prior to modifying the insurance obtained under this section. Kane County may object to the modification within fifteen (15) days of receiving the notice. If Kane County objects, it may demand the relief specified in paragraph 2.7 (B)

3. This section does not limit the Contractor's indemnification obligation in Section 2.9

B. Involuntary Policy Modifications

If the Contractor's insurer modifies its insurance in any manner that affects the specifications as set forth in the Kane County Purchasing Department guidelines, then the Contractor must notice Kane County within 48 hours of the modification. Kane County may demand that the Contractor obtain additional coverage sufficient to comply with any specifications set forth by the Kane County Purchasing Department, or may terminate this Contract.

2.2 Assignments

No performance required or payment due under this Contract is subcontracted, delegated or assigned without the express written consent of Kane County.

2.3 Subcontract

In the event that any part of this Contract is subcontracted, Contractor agrees to document the following affirmative steps for utilizing Minority Business Enterprises (MBE) or Women Owned Business Enterprises (WBE).

- A. Inclusion of MBEs and WBEs on the solicitation lists.
- B. Assure MBEs and WBEs are solicited once they are indentified.
- C. Where feasible, divide total requirements into smaller task to permit maximum MBE/WBE participation.
- D. Where feasible, establish delivery schedules which will encourage MBE and WBE participation.

2.4 Successors

This Contract will bind the successor of Kane County and the Contractor in the same manner as they were expressly named.

2.5 Alteration

No alteration or variation of the terms of this Contract is valid unless made in writing and signed by both parties.

2.6 Recordkeeping

A. Records

The Contractor will maintain all necessary records, books, and accounts to verify that the Contract funds are used only for the purpose stated in this Contract.

B. Audits

Kane County may audit all expenditures made by the Contractor under this Contract. Contractor must ensure that Kane County staff has access, at all reasonable times, to the documents kept by the Contractor in connection with all funds expended under this Contract.

C. Duration

Contractor must maintain these documents for five (5) years after the termination of this contract and any Contract extensions. At the end of the five (5) year period, Contractor may either continue to maintain the documents or surrender the documents to Kane County.

2.7 Termination

A. Thirty (30) Day Notice Termination

Either Kane County or the Contractor may terminate this Contract for any reason by giving the other party thirty (30) days written notice. If this Contract is terminated under this paragraph, Kane County may proceed with the work in any manner deemed proper by Kane County without recourse by the Contractor, its officers, agents, employees, or volunteers.

B. Five (5) Day Notice Termination

Kane County may terminate this Contract with five (5) days written notice if the Contractor fails to perform any of the terms and conditions of this Contract in the time and manner specified. If the Contractor is terminated under this paragraph, Kane County may proceed with the work in any manner deemed proper by Kane County without recourse by the Contractor, its officers, agents, employees or volunteers.

C. Immediate Termination

Kane County may terminate or amend this Contract without prior notice if advised by Kane County that funds are not available for this Contract, or if funds are not specifically appropriated for this Contract in Kane County's final budget for the term of this Contract and any extensions to the Contract. If Kane County terminates or amends this Contract under this paragraph, Kane County must serve notice of the action on the Contractor within two (2) working days. Contractor will be paid for expenses and work performed through the termination date.

2.8 **Waiver of Contract Provisions**

Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or right under this Contract.

2.9 **Time**

Time is of the essence in the performance of each of the provisions of this Contract.

3.0 **Severability**

If any provision of this Contract is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Contract, and this Contract will be construed and enforced as if such provisions had not been included.

3.1 **Payments that Contravene the Law**

Kane County has no liability for payments that are found to contravene the law. The Contractor will reimburse Kane County for any payments made by Kane County to the Contractor and later determined to contravene federal, state, or local laws, and regulations.

3.2 **Entire Agreement**

This Contract constitutes the entire agreement between Kane County and the Contractor. Both parties revoke all prior or contemporaneous oral or written agreements between them that are inconsistent with this Contract. In the event of a dispute between the parties regarding the Contract, this Contract will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract. This Contract consists of:

- A. **This Contract** – “aka – Terms & Conditions;”
- B. **Exhibit A** – RFP Offer to Contract Form;
- C. **Exhibit B** – Agreement;
- D. **Exhibit C** – Statement of Work;
- E. **Exhibit D** – Payment Terms & Conditions “Condensed Format”

3.3 **Communications**

Any communication between the parties that is required under the provisions of this Contract must be in writing, and be either (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Communication must be addressed to the parties as follows:

To Contractor

Ms. Huma Gruaz, President
Alpaytac, Inc.
415 North LaSalle Street, Suite 504
Chicago, IL 60610
Telephone: 312.245.9805
Mobile: 310.560.1130
Facsimile: 312.245.9807
huma@alpaytac.com

To Kane County

Mitzi Strike
Kane County
Information Technologies Department
719 South Batavia Avenue
Geneva, IL 60134
Telephone: 630.232.3583
Mobile: 630.485.8689
Facsimile: 630.232.5430

A. Change of Address

Either party may change the address for service by giving ten (10) days advance written notice to the other party.

B. Effective Date

All notices shall be effective upon receipt and will be deemed received: (i) upon delivery, if personally delivered, (ii) if sent by certified mail or (iii) upon the date stated in the facsimile delivery confirmation, if sent via facsimile.

3.4 Project Manager

Mitzi Strike is the Kane County's named Project Manager for this contract. It is the responsibility of the Project Manager to: (i) verify compliance with the terms and conditions of the Contract; (ii) determine that the work has been completed; (iii) ensure that funding is available to pay approved invoices; and (iv) approve all invoices under the Contract.

EXHIBIT D

**Payment Terms and Conditions
"Condensed Format"**

1. Contractor must perform and complete all work required under this Contract in a professional manner and in accordance with the professional standards observed by competent practitioners of the profession in which the Contractor, its subcontractors or agents, are engaged.
2. Kane County has the sole discretion to determine whether the Contractor has successfully completed the tasks.
3. Payment will be made on the following schedule.

Commencement of Project:	\$3750.00
Approximately December 30 th	\$2500.00
Approximately January 30 th	\$2500.00

Contractor shall submit one original invoice to Kane County prior to these dates, in a mutually agreed upon format. Kane County shall approve payment within thirty (30) calendar days of receipt of invoice.
4. Contractor will be reimbursed only for approved expenses, and only for expenses documented by the appropriate receipts, and/or records. Refer to Exhibit A – RFP Offer to Contract Form.
5. It is understood by the Contractor that \$8,750.00 is the maximum payment budgeted for this Contract in fiscal year 2009. Funding for subsequent fiscal years is dependent upon annual Kane County budget approval.
6. Contractor may not charge administrative fees and/or a percentage fee for administering travel under this Contract.