

**VILLAGE OF DOWNERS GROVE**  
Report for the Village Council Meeting

6/21/2022

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Website Redesign and Content Management System Implementation and Hosting	Dave Kenny Director, Information Technology

**SYNOPSIS**

A motion is requested to approve an agreement for the redesign of the Village's website and the implementation of a content management system in an amount of \$70,500 along with hosting services for one year in an amount of \$10,000 from JesseJames Creative of New York, New York.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021-2023 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY22 Equipment Replacement Fund includes \$75,000 for this project in FY2022.

**RECOMMENDATION**

Approval on the June 21, 2022 consent agenda.

**BACKGROUND**

The Village has operated a website since 1995. The most recent substantial redesign of the website took place in 2011. Since its launch, the Village has relied on in-house staff to design and maintain the website.

The redesign of the website will achieve the following objectives:

- Perform Three Key Functions
  - Be a Source of Information for the Public
  - Allow the Public to Conduct Business Transactions (pay utility bills, obtain parking permits, submit applications for building permits, etc)
  - Serve as a Library of Village Documents
- Visually Pleasing
- Easy for the Public to Use on Computers and Mobile Devices
- Easy for the Staff to Use
- Able to be Operated and Maintained by Multiple Staff Members and/or Consultants

To achieve the above objectives, the redesigned website will:

- Be reformatted to a more “scrolling” environment with a reduction in the “click-through” environment
- Employ updated visual graphics
- Provide enhanced guided navigation of content
- Contain “micro-sites” which provide information on major topics in one convenient location
- Have an enhanced one-button search function to access all types of information, documents and data contained on the website with the most likely relevant information appearing first in the search results
- Be integrated into the new ERP system for conducting transactions

Staff is proposing that the Village engage a professional firm with knowledge and expertise in creating and maintaining municipal websites to redesign the site and develop a new Content Management System (CMS). A CMS provides website authoring, collaboration and administration tools that help users with limited knowledge of programming create and manage the website content.

A Request for Proposal (RFP) was published in accordance with the Village's purchasing policy and six vendors submitted proposals. A multi-departmental team reviewed the proposals and interviewed three preferred vendors. The proposal submitted by JesseJames Creative most thoroughly met the Village's requirements. Staff contacted references for the vendor and received positive responses.

Upon contract approval, the redesign of the Village website will be completed by the first quarter of 2023.

## **ATTACHMENTS**

Contract Documents

## Village of Downers Grove



## REQUEST FOR PROPOSAL (Professional Services)

**Name of Proposing Company:** OrgCentral Labs, Inc. d/b/a JesseJames Creative

**Project Name:** **WEBSITE CMS DESIGN AND IMPLEMENTATION**  
**Proposal No.:** \_\_\_\_\_  
**Proposal Due:** August 27, 2021 @ 11AM

**Required of Awarded Contractor:**  
**Certificate of Insurance:** Yes

**Legal Advertisement Published:** August 2, 2021  
**Date Issued:** August 02, 2021  
This document consists of 99 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

VILLAGE OF DOWNERS GROVE  
ATTN JOSHUA K. DAUSENER  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5490  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

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**I. REQUEST FOR PROPOSALS****1. GENERAL**

1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS CALL FOR BIDS.

1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.

1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Joshua K. Dausenjer in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.

1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.

1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

**2. PREPARATION OF PROPOSAL**

2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**

2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.

2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the

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requirements of the Contract Documents considered severally and collectively.

**3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

**4. RESERVED RIGHTS**

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

**II. TERMS AND CONDITIONS****5. VILLAGE ORDINANCES**

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**6. USE OF VILLAGE'S NAME**

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

**7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

**8. NONDISCRIMINATION**

8.1 Proposer shall, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to

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assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

### **9. SEXUAL HARASSMENT POLICY**

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

### **10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities

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and women are not underutilized.

10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.

10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **11. DRUG FREE WORK PLACE**

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of



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drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.

11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **12. PATRIOT ACT COMPLIANCE**

12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

### **13. INSURANCE REQUIREMENTS**

13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death

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of the Proposer's employees;

13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

#### **14. CAMPAIGN DISCLOSURE**

14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.

14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

#### **15. SUBLETTING OF CONTRACT**

15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from

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its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

**16. TERM OF CONTRACT**

16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

**17. TERMINATION OF CONTRACT**

17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

**18. BILLING & PAYMENT PROCEDURES**

18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

18.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**20. STANDARD OF CARE**

20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report,

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opinions, and documents or otherwise.

20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

**21. GOVERNING LAW AND VENUE**

21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**22. SUCCESSORS AND ASSIGNS**

22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**23. WAIVER OF CONTRACT BREACH**

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

**24. AMENDMENT**

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**25. NOT TO EXCEED CONTRACT**

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

**26. SEVERABILITY OF INVALID PROVISIONS**

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**27. NOTICE**

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited

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in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**28. COOPERATION WITH FOIA COMPLIANCE**

28.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.)

**29. COPYRIGHT or PATENT INFRINGEMENT**

29.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

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### **III. DETAIL SPECIFICATIONS**

#### **INTRODUCTION**

The Village of Downers Grove “Village” is accepting proposals from qualified vendors to redesign the Village website. It is the intent of the Village for the vendor to provide a hosted, software as a service (SaaS) and redesigned website, including content management software, conversion, installation, training, and ongoing support.

#### **Discovery**

Village staff have taken additional steps to educate, inform, and prepare for this next phase of the RFP process and vendor selection by performing the following tasks:

- identify and create a style and design guide (*Appendix I*),
- identify, define, and create current wireframe layouts (*Appendix II*),
- create, recruit, and analyze an open card sort (*Appendix III*),
- continually review content for readability using the Flesch-Kincaid method,
- continually review our CMS framework and educate staff on content accessibility,
- review currently hosted PDFs for accessibility.

#### **Project Overview**

The selected Vendor will be tasked with creating a modern, clean, and user-centric website design that incorporates required and optional functions listed in the sections below. In particular, the redesign should enhance the Village’s communication capabilities and incorporate mobile first and browser agnostic features.

The Village’s new website must meet the unique needs of our community, and not be a cookie-cutter or template style solution. The successful vendor must demonstrate the ability to employ a strategic research-based and data driven process to gather input, define expectations and design a consistent, user friendly navigation framework for our website that meets the needs of all users.

The design should integrate with social media postings and other Village systems (e.g. online bill pay, document management). It is critical that the Village has a website that is easy to navigate and offers increased interaction with the public and other Village systems.

Furthermore, the response **must** include

- Data center compliance hosting and providers (e.g. SOC 2, SOC 3, ISO / IEC 27001:2005, 27001:2013, PCI-DSS, FedRAMP, FISMA, etc.),
- Description of redundancies for electrical, HVAC, fire suppression, and backups,
- Guaranteed uptime of 99.9% backed by a Service Level Agreement (SLA),
- Full disaster recovery/backup plan,
- Complete Distributed Denial of Service (DDoS) mitigation solution to detect and mitigate malicious cyber-attacks,
- Hosting in the United States and therefore a list of geographic U.S. server locations.

Lastly, it is the intent of the Village to incorporate its document management software (ECM) into the new CMS. The current ECM has a public access and agenda online module which we would like to incorporate.

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### **ARCHITECTURE**

#### **CMS**

The Village's current CMS is an open source, in house development, written in PHP and using MySQL as its data storage. Since 2008, the Village has hosted its website and database servers in the cloud with Amazon Web Services (AWS).

#### **Network**

The network is set up within a Virtual Private Cloud (VPC) containing an internet gateway, virtual private gateway, and security routing tables and ports in the East with a disaster recovery (DR) located in the West. Each AWS region has been configured with an appropriate number of availability zones and subnets to allow for dynamic expansion and fail-over.

#### **VMs**

The virtual machines have been configured with a "first in, first out" (FIFO) backup scheme. They perform multiple daily backups to create a set of media. The backup depth would be 14 days in the primary region, and 7 days in the disaster recovery region.

#### **Database**

The MySQL solution has been implemented using multiple availability zones for failover in the primary region, with a read replica setup in the DR region. The MySQL backups have a "grandfather-father-son" backup rotation scheme, in which there are three or more backup cycles, such as daily, weekly, and monthly. The daily backups are rotated on a daily basis using a FIFO approach.

#### **CDN**

Common files used to span both regions have been implemented and hosted using Amazon's S3 service. This service utilizes the Village's content delivery network (CDN), to serve common website files (e.g. CSS, javascript, json, PDFs, etc.) to both regions. The CDN ensures file synchronization between primary and DR services are up-to-date and seamless for purposes of failover.

### **STATISTICS**

#### **Files**

The total number of website documents is approximately 26,669 files. These hosted files equate to ~66.7GB of data. Within these documents 27.3GB of data is comprised of over 21 years' worth of Village Council agendas and supporting documents; 4.60GB of Village board and commission agendas and minutes; 28.1GB of MP3 podcast files for Village Council meetings; and 6.12GB of various supporting documents for webpage content (pdfs, images, etc.).

#### **Pages**

During our time of building, expanding, and archiving our website, we have accumulated around +4,100 pages of information. This includes hosting 21 years of Village Council meeting agendas and minutes, 13 years of top stories, and many years of boards and commissions documentation.

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**Visitors**

While analyzing two years' worth of analytics, the Village website, in an average month, sees approximately:

- 17,132 unique visitors with an average page time of 00:01:34 per visit.
- 44% arrive using a desktop, 52% mobile, and 5% on tablets.
- 73% of mobile visitors use iOS devices versus 27% using some variant of Android.
- 59% of our unique visitors arrive to our site from Google searches, 25% through direct, 5% through Facebook referral, and the final 11% via various other methods.

**Webpage Quality**

Our web pages are randomly selected bi-annually to investigate performance, quality, and correctness. Below are the following audit ranges, based on a 100 point scale using the Lighthouse service for identifying visitor quality on desktop and mobile.

	<b>Desktop</b>	<b>Mobile</b>
• Performance	91-96	70-77
• Accessibility	96-98	95-96
• Best Practices	67-73	60-67
• Progressive web apps	N/A	N/A
• SEO	100	98-99

**REQUIRED FUNCTIONS**

For this section, indicate if the feature is (1) *included*, (2) a monetary *add-on*, or (3) *not available*. If additional details are included, please reference the **ID** number in your response and insert as an attachment.

<b>ID</b>	<b>Feature</b>	<b>Description</b>	<b>Vendor Response</b> 1 - Included 2 - Add-on (cost) 3 - Not Available
R1	508 Compliance (minimum WCAG 2.0/2.1 AA)	Laws that require federal/state/local government websites to be safe and accessible for people with disabilities. Please specify automated or manual accessibility testing and attach a V/GPAT.	1
R2	Analytics (Google)	Tracks essential engagement on a website based on content strategy. This feature integrates with most popular analytics tools.	1
R3	Audit trail/log	Records step-by-step sequential documented history and evidence of editorial transactions.	2 (\$2,000)
R4	Authorized access control (privileges & role based)	Allows system administrators to assign user privileges and roles, allowing editors access	1



## Village of Downers Grove

		to authorized content.	
R5	Backups	Copies and stores server data and/or files elsewhere so it may be used to restore the original after a data loss event.	1
R6	Bi-directional link management	Tracks cross-referenced content allowing editors to automatically update all occurrences of any piece of content across all publications and prevent inaccurate content.	1
R7	Built-in SEO tools	Automatic creation of URLs that work for both readers and search engines. This includes meta descriptions, page titles, alt tags for images, accessibility guideline compliance, and avoidance of duplicate content.	1
R8	Calendar of Events	Tools for creating event management and details.	1
R9	CMS: Dynamic Content Management System	Allows editors a user interface that adds, modifies, and/or removes content from a website without the intervention of an administrator.	1
R10	Content modelling	Creates a logical taxonomy structure for created and published online content. This includes content types like web pages, blog posts, PDFs, images and unpublished documents.	1
R11	Content reuse	Allows editors access to reuse content across multiple documents without duplication, while having immediate access to reusable content.	1
R12	Content types, metadata, and taxonomy	Defines the things on your site (content types), tells you what you need to know about content types (metadata), and identifies types of metadata (taxonomy). (e.g. Event Page (content); Title, Description, Event Date, Event Time (metadata); Event Type, Topic (taxonomy)).	1
R13	Customizable templates	Streamlines processes by completing the necessary publishing grunt work upfront, instead of every time a new article or document is published. Examples: Create a drop-down list of categories, generate a meta description from your topic description, add recommended widgets based on tags, resize your image to the	1

## Village of Downers Grove

		right specs on the page, and prompt you to add relevant tags and categories.	1
R14	Digital asset management	Stores and organizes graphics and media files, allowing editors the ability to search and insert based on assigned metadata.	1
R15	Extensibility	Enables flexible and configurable customizations without additional costly programming (e.g. javascript libraries, REST APIs, JSON, etc.)	1
R16	Fillable forms	Allows for creating, editing, and modifying forms for data collection and delivery via email or notification.	1
R17	Full Unicode support	Enables unique character set support, such as Japanese, Russian, and Arabic.	1
R18	Global change capabilities	Enables editors the ability to change content in one instance and automatically update it everywhere it appears (i.e., change a warning that appears in 20 pages once, rather than 20 times).	1
R19	Hosting with software updates	Enables a software as a service (SaaS) approach, where the vendor hosts the CMS on their infrastructure and automatically maintains/applies updates.	1
R20	Integrations with editing tools	Enables editors the advantage of using functionality through a menu on the toolbar of their preferred authoring/editing software.	1
R21	List of forms & permits for downloading	Allows for listing folder contents or creating lists of forms and/or PDF forms for download.	1
R22	List of or profile Board/Council members	Creates profile information that identify staff, commissioners, and board members which includes contact information.	1
R23	Localization	Adapts to meet the needs of a particular language, culture or desired population using an XML-based system, language variants, domain control, or an API integration with a TMS (translation management system).	1
R24	Minutes & Agendas (module or API)	Allows for listing folder contents or creating lists of PDF documents for agenda and minutes download.	1
R25	Mobile/Responsive Design	Allows layout and/or content to respond and/or adapt based on the size of the presentation screen.	1

## Village of Downers Grove

R26	Modules & widgets	Reusable components that can be used in templates or added to pages through drag and drop areas and flexible columns. (e.g. blogs, galleries, news, events, FAQs, forums, and more).	1
R27	Multichannel publishing	Repurposes content for publishing to multiple media formats (e.g. print, web, and PDF).	1
R28	Multiple logins	Allows multiple accounts with varying degrees of security and roles for each content editor.	1
R29	Notifications via SMS/Text	Enables the Village the ability to send emergency text alerts, inform users about new features, and send out messages.	1
R30	Page Management	Enables editors the ability to create and manage pages for the website using reusable building blocks (i.e. modules). Editors manage site page tree, page-level SEO properties, and determine content and functionality on each page.	1
R31	Personalization	Delivers different versions of content, page assets, and pages to different types of audiences based on defined segments of user characteristics and data that use rules and conditions.	1
R32	Sign Up for Notices - Email	Allows visitors to sign up for email notification to areas of the website when items are created and/or edited.	1
R33	Single-source functionality	Storing content only one time in a single repository, enabling maximum content reuse and eliminating duplicate content.	1
R34	Site Map	Provides information about the pages, media, and other files on your site, and the relationships between them so search engines crawl your site more efficiently.	1
R35	Site Search, including PDFs	Allows users to retrieve results from a website by typing queries into a search bar.	1
R36	Social Media Integration	Adds social media sharing and connectivity, ensuring content is optimized for social media platforms. The CMS automatically formats articles in Twitter cards or uses Open Graph tags to display shared content on Facebook.	1
R37	SPAM protection	Provides additional protection against spam form submissions by enabling CAPTCHA /	1

## Village of Downers Grove

		RECAPTCHA and blocking specific email domains or free email providers.	
R38	SSL certificate	Provides digital certificates and authentication for website encrypted connections and content. Vendor or BYO?	1 (vendor)

**OPTIONAL FUNCTIONS**

For this section, indicate if the feature is (1) *included*, (2) a monetary *add-on*, or (3) *not available*. If additional details are included, please reference the **ID** number in your response and insert as an attachment.

<b>ID</b>	<b>Feature</b>	<b>Description</b>	<b>Vendor Response</b> 1 - Included 2 - Add-on (cost) 3 - Not Available
O1	A/B Testing for usability	Consists of a randomized experiment with two variants, A and B.	2 (specs tbd)
O2	CMS: Headless Content Management System	Allows content editors a back-end only content management system (CMS) built from the ground up as a content repository that makes content accessible via a RESTful API or GraphQL API for display on any device.	2 (specs tbd)
O3	Custom Branding/Logo Design	Allows the organization to apply its own colors, icons, images, and media based on its brand and logo design.	1
O4	Dedicated Server	Leasing an entire server not shared with anyone else.	1
O5	Hosting of audio files (podcasting)	Enabling podcast hosting and storage.	2 (specs tbd)
O6	Hosting of video files (vlogging)	Enabling vlog hosting and storage.	1
O7	RFP/RFQ Bidding System		1
O8	RSS compatibility/feeds	Standard file formats ensure compatibility with many different machines/programs.	1
O9	Simple Workflow and Publishing Controls	Allows content creators the ability to create entire posts in the backend, but not actually publish, giving senior staff final review before going live.	1
O10	Slideshows	Embedding powerpoint or slides into a webpage for media.	1

## Village of Downers Grove

O11	Unique and Custom Homepage Design	Allows the organization to apply its own colors, icons, images, and media based on its brand and logo design.	1
O12	Version Control, page level	Versioning ensures you always have a copy you can revert back to if something is published by accident.	1

**VENDOR QUALIFICATION & REFERENCES**

Prospective vendors should list, at a minimum, the following information in response to the RFP:

1. Brief company profile to include the number of employees (non-contractual), number of clients, when the company was founded and office location(s).
2. References of at least three (3) clients of similar size and scope including contact name (preferably IT), mailing address, email, phone number and URL of the example site. Please be sure to include municipal clients, if any are available.
3. Proposers are expected to provide a basic project plan which minimally includes:
  - Workflow process and descriptions.
  - Required resources from Village staff.
  - Estimated timeline from initiation to live website.
  - Any assumptions made that are key to project success.
  - Any assumptions made that would lead to changes in cost.
  - Cost clearly outlined for any and all fees including but not limited to
    - i. Installation
    - ii. Design
    - iii. Training
    - iv. Ongoing support, maintenance and upgrades
    - v. Migration of old site data
4. Explain in detail your design process and any limitations on the process as far as time, number of revisions etc.
5. List any and all features that are included in the system that the Village may opt into in the future and if there are any associated charges.
6. Present a VPAT/GPAT using the WCAG and/or Revised 508 templates for the review of the Village to identify timelines and progression of accessibility standards and development. (REF: <https://www.section508.gov/sell/vpat> )
7. List any and all maximums or limits on usage such as data transfer per month, number of emails sent, data stored, page load times, etc. and the pricing tiers associated with those limits.
8. Outline of the implementation process and relative timeline for full implementation.

**TRAINING**

1. Describe how you conduct training (i.e. remote v. on-site, hands on, etc.)?
2. What is included in your training sessions?
3. Any limits to the number of Village staff that can be trained? If so please specify.
4. Two System Administrators will require separate training.

## Village of Downers Grove

5. Documentation must be provided.

### **VENDOR EVALUATIONS**

Respondents will be evaluated in the following areas:

1. Cost of development, training and hosting services.
2. Quality of system architecture and vendor's staff to implement and support the proposed solution.
3. Vendor demonstrations.
4. List of working examples of websites created by the vendor.
5. Aesthetics of prior design work/aesthetics of proposed site.
6. Vendor reputation from reference accounts.

### **DELIVERABLES**

The vendor shall deliver a working copy of the Village's new website with complete documentation. Training of Village staff is considered a deliverable and must be completed prior to release of final payment. Although the Village has indicated specific requirements in this RFP, we are also interested in your ideas for the approach of redesigning the style of the Village's website. We encourage respondents to consider and propose alternative solutions and recommendations. We are particularly interested in specific web functionality that your company may have already developed and deployed for others. Any additional information pertinent to the proposed solution may be attached.

### **PAYMENTS**

For each progress payment made to the Contractor prior to acceptance of the Work by the Village, the Village shall have the right to retain ten percent (10%) of the amount due to the Contractor for each such payment. The Village may, in its sole discretion, reduce the amount to be retained at any time.

### **QUESTIONS**

All questions shall be submitted using the following link below. The questions will be collected during the first two weeks and answers posted as an addendum after the collection period ends.

<http://cms.downers.us>

### **DATES**

**RFP Release:** Aug 2, 2021

**RFP Questions Due:** Aug 16, 2021

**RFP Final Due:** August 23, 2021

## Village of Downers Grove

**V. PROPOSER'S RESPONSE TO RFP (Professional Services)**

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)

# DEVELOPMENT COSTS AND TIMELINE

The flat fee, not-to-exceed budget to create and produce the new Village website and CMS is based on the components described in our proposal and the information we have received to date. As you have hopefully noticed, there are very few things not included in our core package. (Including many of the items that may be on your wishlist for the future, by the way.)

We are committed to making sure every municipality—large and small—has affordable access to big time digital features, functionality and innovation. Out of the box, we know our pricing is very competitive. We have also discounted our usual fees for a project of this scope significantly as we are fully aware of the budget issues municipalities today are facing during the pandemic. We know that if you compare apples to apples, we can *over* deliver this project for *much* less than you'll find elsewhere.

When you look at solutions from a total cost of ownership perspective, over multiple years, OrgCentral proves to be even more cost effective. Along those lines, it is important to note that our proposed solution is a “one-and-done” arrangement. After the project is complete, while we will certainly stick around and help out with future initiatives, you will not be on the hook for any vaporous maintenance or licensing fees for the rest of your life. All of that said, if you feel we are over or underweighting any portion of the project, please let us know. We are nothing if not flexible and can *always* find a way to make things work.

## **Discovery: Planning/Strategy/Information Architecture** **\$5,000**

Information gathering, facilitate ideation workshops covering personas and journey mapping, usability, audience needs and feature sets with key stakeholders (Village departmental staff, officials, businesses and residents), content audit, strategic recommendations, best practices review, third party app review, detailed site information architecture (sitemap and wireframes), functionality/requirements specifications.

## **Creative Development** **\$20,000**

Creative exploration and development of all aspects of the user interface—from branding to flow to nav schemas to content strategy. Creation of all comps and demos during development. Design of all key page types including department landing pages and module-driven layouts.

## **Project Management** **\$7,000**

General project management, meeting time, etc.

## **Photography/Illustration** **TBD**

Should additional photography (stock or commissioned) be necessary, those fees will be estimated and billed separately upon arrival at final creative direction.

## **Programming and Development (Main Site)** **\$35,500**

Technical Specification, HTML (presentation layer) coding, database development and scripting, Content Management System development, QA, testing, server provisioning, etc. Also includes a 35-hour allowance for content migration/propagation.

## **System Training** **\$3,000**

Hands-on group training sessions in person and/or via Zoom with Village staff (up to 25 hours in total)  
Note: If training is done in Downers Grove (we would love to come out, btw.), minimal travel/per diem expenses will apply and will be pre estimated and preset for approval.

## **Total:** **\$70,500**



## DEVELOPMENT COSTS AND FEES

### Notes

The flat fee proposed for the Village Website redesign is all based on not-to-exceed costs. (That being said, an agency rate card is provided below as a point of reference for any future work that may be done on a T&M basis.)

Besides hosting, no additional software licensing fees (server or client side) will come into play. Nor are there any related hardware requirements or expenses. The contract sum shall be modified only in connection with a written and approved change order.

Travel expenses, for in-person meetings, if needed, will be estimated separately and presented to the Village for pre-approval.

### Sample Agency Rates

Principal/Creative Director	\$160.00
Project Manager	\$120.00
Art Director	\$125.00
Designer	\$100.00
Production Artist	\$70.00
Technical Lead	\$125.00
Programmer	\$100.00
Admin staff	\$60.00

### Fee Schedule

Fees for the project are payable as follows:

- 40% at project kickoff
- 20% at presentation of site architecture/functional specifications/wireframes.
- 10% at presentation of home page/overall design concepts.
- 5% at presentation of key interior page designs.
- 5% at presentation of the coded HTML pages.
- 10% at presentation of the alpha site and CMS.
- Balance net 30 after launch.

## DEVELOPMENT COSTS AND TIMELINE (CONTINUED)

### Site Hosting + Server Maintenance

We will provide secure hosting with one of the Tier One certified providers with which we have longstanding relationships and dedicated hardware. Ongoing hosting and server maintenance fees cover hosting on a dedicated server, regular security patching, software updates and nightly data back-ups. Our primary data Center is in Lansing, MI and we also have dedicated servers in New York and Phoenix.

In terms of hosting the site, we can offer a 99.99% uptime SLA and 24/7 emergency support. We can also meet all the requirements outlined in the RFP. We have an extensive and highly efficient disaster remediation plan in place and can recover from a full server failure and have the site restored and back up on a new box in the data center within one hour.

Our firm recognizes all US Federal Holidays, but support never takes a day off and is available is 24/7/365.

### Server Specifications:

4 core 3.8 GHz machine with 16gb Ram and 60GB Raid 10 storage. Includes 5TB of bandwidth/month. Also includes full nightly backups with five (5) backups saved before the oldest one rotates out.

Additoinal bulk storage, if needed, can be added in blocks of 10GB at any time for an additional cost of \$15/month per block.

### Ongoing Fees

**Site Hosting + Server Maintenance** **\$550/mo.**

Hosting fees are billed annually and will commence when the site reaches the beta stage and the CMS and front end are both functional and running in the production environment.

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**Annual Fee for SSL Certificate** **\$150**

### Maintenance, Consulting and Support

All legitimate bugs and issues will be fixed at no charge for a 90-day period after the site goes live.

Going forward, we are very flexible in terms of the types and levels of support we can provide you post launch. As an overview, our support involves 9am–7pm, M-F phone support and as many remote or on site support hours per month as you think you may need. These hours can be used for any purpose you wish including status/strategy meetings, content audits and updates, training, creating new layout templates, planning and building out new features and functionality and providing general support as needed. Maintenance work will be billed at a blended agency rate of \$125/hr. All we ask is that you use (or at least assign tasks) to all agreed-upon hours by the end of each six month period.

Besides hosting/server maintenance and any optional hourly support or new feature development work you wish to engage us on, there are no additional ongoing licensing or usage fees in subsequent years of our contract with you. That being said, long term support can be as involved or as light as you need it to be. We can work with you on this and are only interested in charging The Village for services it actually needs and will benefit from. You will never see a vaporous, one sided licensing or maintenance contract from us. We only want to be paid for work we actually do. We're silly like that.

## DEVELOPMENT COSTS AND TIMELINE (CONTINUED)

### End of Contract Redesign

We know this is a popular promise being offered by some folks in our business. From what we hear, it is also a lot of smoke and mirrors. Ultimately, what constitutes a redesign anyway? A new background image...a new set of colors...a font change? Our take on the subject is as follows: The site we design for you will be so flexible and dynamic, that by leveraging the CMS and our collective content skills, you can easily keep your site very fresh over time. That being said, as part of a contract renewal, we would discount the full visual redesign phase of the next project by 50%. Or, as mentioned earlier, we can skip the whole thing and just give you a system on day one that can actually evolve and morph on its own over time!

### Development Timeline

Based on the information we have, we estimate the overall project timeline to be 15-20 weeks. We make extensive use of the Basecamp project management system to keep projects and teams focused and on track. Once the project is underway, we will provide a detailed workplan and timeline outlining milestones as well as roles and dependencies for each aspect of the project.

### Compliance with The Village's Stated Terms and Conditions

By submitting this proposal, we certify that we have carefully examined all the documents for the project including all published Appendix and Q+A documents and have no material exceptions. We have carefully and thoroughly reviewed the RFP and understand and agree to the nature and scope of the work to be done and the terms and conditions thereof. We also agree to be in compliance with all applicable rules and regulations of Federal, State and Local governing entities. We agree to the general software ownership, hosting and other terms outlined in the RFP. We agree to file all necessary contract-related forms, certifications, proof of insurance, local business registrations and other documentation in a timely manner. We confirm that we have no material exceptions with the deliverables and project scope expressed in the RFP. We also certify to The Village that JesseJames Creative nor any of its successors, subsidiaries, or companies under common ownership are an "Iran linked business."

### Ownership and Access To Data

We impose no limits whatsoever on access to the categories of content on the new site nor to the site's underlying data and other content assets including basic images, layered image templates and pdf files. The Village will have continuous access to all content via the CMS and we will be happy to provide a full data dump from the CMS at any time. (This is SOP for our regular nightly backups anyway.) Ownership of the website design and all content will be officially transferred to The Village upon completion of the project.

With regard to the Intellectual Property (IP) related to OrgCentral (including underlying code, user interface, workflows, inventions, etc.), since this platform is offered as SaaS solution, said Intellectual Property remains the sole property of the Contractor ("JesseJames Creative/OrgCentral IP"). The Village however will be granted, a perpetual, royalty free license to said IP. This license will be granted with the understanding that said IP may only be used to manage and maintain The Village's website. The Village will NOT have the right to resell, donate or repurpose said OrgCentral IP (in whole or in part) for any other entity besides The Village of Downers Grove without the express written permission of JesseJames Creative.

### Period for Acceptance of Offer

We agree to perform all services as outlined in our proposal. This is a firm and irrevocable offer for 120 days subsequent to the RFP closing date and may be extended at the discretion of the agency.

# Service-Level Agreement: Addendum 1

**Prepared for:**

The Village of Downers Grove  
Att: David Hankes, IT Innovation Manager

**Created by: OrgCentral Labs, Inc. d/b/a JesseJames Creative**

Att: James Tormey, VP

## Service-Level Agreement

This Service-Level Agreement effective as of 6.14.22, is made by and between The Village of Downers Grove (customer), a government entity existing in Illinois at 801 Burlington Ave Downers Grove, IL 60515 and JesseJames Creative (supplier), a company organized and located in New York at 131 West 24th Street New York, NY 10011

**WHEREAS**, the Parties have entered into an agreement effective as of 6.14.22 (the “Contract”) for the provision by Supplier of the Services (as defined therein) (the “Services”); and

**WHEREAS**, the Contract states that a service level agreement is a condition precedent to any extended term of the Contract; and

**WHEREAS**, customer is willing to continue with the Contract past the original end date solely upon Supplier’s acceptance of the terms and conditions of this Agreement, and Supplier confidently accepts the terms and conditions herein;

**NOW, THEREFORE**, in consideration of the foregoing, and of the terms and conditions and the Service Levels, the Parties hereby agree as follows:

## 1. Service Levels & Service Credits

The Supplier shall at all times during term of this Agreement provide the Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion, as defined herein below.

The Supplier acknowledges that any failure to meet a Service Level may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in this Agreement below, including the right to any Service Credits as defined below.

The Supplier acknowledges and agrees that any Service Credit is a price adjustment reflecting the value of any lost service caused by failure to meet a Service Level. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

Other than the Customer's termination rights as set forth in the Contract, A Service Credit shall be the Customer's exclusive financial remedy for a failure to meet a Service Level.

## 3. Performance Monitoring

The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure, monitor and report on the Supplier's performance of the provision of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.

The Supplier shall immediately notify the Customer in writing if the level of performance of the Supplier of any element of the provision by it of the Services during the term of the Contract is likely to or fails to meet any Service Level Performance Measure.

## 4. Objectives

The objectives of the Service Levels and Service Credits are to:

1. Ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
2. Provide a mechanism whereby the Customer can attain appropriate recognition of the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
3. Incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

## 5. Service Levels

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Availability of the Service	Uptime/ Availability	99.90%	98%	3% Service Credit gained for each percentage under the specified Service Level Performance Measure

## 6. Service Credits

Service Credits are required to be paid in the event that the Service Level achieved falls below the Service Level Performance Measure in a Service Period. Service periods are defined as calendar six month periods. Credits will be refunded as credit towards upcoming months.

The Service Credit is determined by the Service Level achieved, the Service Level Performance Measure and the Service Level Threshold and is calculated by using the straight line formula below:

### 1. Availability:

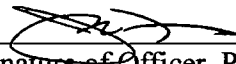
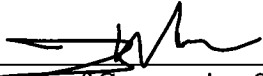
- Service Credit \$ = ((a-x)\*c)\*d
- where, "a" is the Service Level Performance Measure (%) below which Service Credits become payable;
- "X" is the Achieved Service Level (%) for a Service Period;
- "C" is the Service Credit (%) payable if the Achieved Service Level falls below the Service Level Target; and
- "d" is the amount payable in respect of the Services during the Service Period.

Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award**

<b>PROPOSER:</b>	
OrgCentral Labs, Inc. d/b/a JesseJames Creative	Date: 8.27.21
Company Name	jtorney@jjcreative.com
131 West 24th Street	Email Address
Street Address of Company	James Tormey, VP
New York, NY 10011	Contact Name (Print)
City, State, Zip	
212.675.7424	13-Hour Telephone
Business Phone	
N/A	Signature of Officer, Partner or Sole Proprietor
Fax	James Tormey, VP
	Print Name & Title
ATTEST: If a Corporation	
	
Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



**VENDOR W-9 REQUEST FORM**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

**NAME:** OrgCentral Labs, Inc. d/b/a JesseJames Creative

**ADDRESS:** 131 West 24th Street

**CITY:** New York

**STATE:** NY

**ZIP:** 10011

**PHONE:** 212.675.7424 **FAX:** \_\_\_\_\_

**TAX ID #(TIN):** 85-211-8509  
(If you are supplying a social security number, please give your full name.)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

**NAME:** \_\_\_\_\_


**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- |                      |  |
|----------------------|--|
| Individual           | Limited Liability Company – Member-Managed |
| Sole Proprietor      | Limited Liability Company- Manager-Managed |
| Partnership          | Medical                                    |
| XCorporation         |  |
| Charitable/Nonprofit | Government Agency                          |

**SIGNATURE:** 

**DATE:** 8.27.21




Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 1 of 3)**

With regard to Website RFP-8022021-0-2021/WD, Proposer OrgCentral Labs, Inc. hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: James Tormey, VP   
Proposer's Authorized Agent

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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 10<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
Notary Public

**TREVON M. TEMPLE**  
Notary Public, State of New York  
No. 011E6417977  
Qualified in New York County  
Commission Expires June 01, 2021

Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 2 of 3)**

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of New York, which operates under the Legal name of OrgCentral Labs, Inc. and the full names of its Officers are as follows:

President: Jessica Warren

Secretary: James Tormey

Treasurer: Jessica Warren

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its managers or members are as follows:

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

**(c) Partnership**

Names and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the State of

\_\_\_\_\_.

Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 3 of 3)**

**(d) Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? **YES** NO (circle one)

Insurer's Name Hiscox

Agent N/A

Street Address 104 South Michigan Avenue  
City, State, Zip Code Chicago, IL 60603

Telephone Number 888-202-3007

**I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.**

Print Name of Company: OrgCentra ILabs, Inc.

Print Name and Title of Authorizing Signature: James Tormey, VP

Signature:  \_\_\_\_\_

Date: 12.8.21

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.**


Company Name: OrgCentral Labs, Inc.

Address: 131 West 24th Street

City: New York, NY Zip Code: 10011

Telephone: ( 212 ) 675-7424 Fax Number: ( ) N/A

E-mail Address: jtormry@jjcreative.com

Authorized Company Signature:  \_\_\_\_\_

(Print )Name: James Tormey Title of Official: VP

Date: 8.26.21

Village of Downers Grove

**Campaign Disclosure Certificate**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

\_\_\_\_\_  
Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

James Tormey, VP  
\_\_\_\_\_  
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**ADDENDUM TO THE AGREEMENT  
BETWEEN JESSE JAMES CREATIVE  
AND THE VILLAGE OF DOWNERS GROVE**

**The following terms shall apply to the Agreement between JesseJames Creative (“Provider”) and the Village of Downers Grove (“Village”) for website design and implementation:**

In addition to the scope of work included in the Agreement, Provider shall also create and include in the final rendition of the Village's new Content Management Software (CMS) the following items/services:

1. Implement the Village's current search engine, Google's Programmable Search Engine, rather than JesseJames' search engine, with current functionalities and features, i.e., search across a specified collection of sites or pages, enable image search, customize the look and feel of search results, search-as-you-type auto-completions, promotions, and leverage structured data on our site to customize search results;
2. Import and create a customized CMS asset management configuration to fit and mimic the Village's current file structure, (e.g. [http://www.downers.us/public/docs/agendas/YEAR/mm-dd-yy/\\*.pdf](http://www.downers.us/public/docs/agendas/YEAR/mm-dd-yy/*.pdf)), of Council agendas, minutes, and supporting documents;
3. Post-termination transition support. Upon expiration or termination of the agreement or any services thereunder, JesseJames shall have the option to continue any services as needed during a transition period (the “Transition Period”) in order to facilitate business and operations continuity and the transition of the services to an alternate service provider. The Transition Period shall not in any event exceed twelve (12) months and the Village may procure services during the Transition Period on a month-to-month basis. Fees for services during the Transition Period shall be invoiced on a monthly basis based on the services actually procured by the Village during the Transition Period and at the rates in effect as of the termination or expiration of the agreement or the applicable services. During the Transition Period, in addition to providing any services pursuant to the contract, JesseJames shall provide reasonable cooperation and assistance to the Village upon the Village's written request and at JesseJames' expense in transitioning the terminated Services to an alternate service provider.
4. Data export upon termination. Upon the termination or expiration of the agreement or the services, JesseJames will support and make available to the Village, at no additional charge, a vendor-assisted or screen-based user interface with field-level export. This data export will allow the Village to export files (documents, images, multimedia, etc.) and data fields containing all information entered or input by the Village or by JesseJames for or on behalf of the Village, from the CMS. Such export data files shall be in a standard, readable file format reasonably acceptable to the

Village. The data fields are required to contain corresponding field definitions based on the system database from JesseJames' CMS service.

**JesseJames Creative**

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

Title: James Tormey, VP \_\_\_\_\_

Date: 5.16.22 \_\_\_\_\_

**Village of Downers Grove**

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

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

Date: \_\_\_\_\_