

110102

To: Honorable Members of the Board of Acquisition and Contract

From: Marguerite Beirne
Chief Information Officer

Natasha Caputo
Director of Tourism & Film

Date: November 21, 2024

Re: Resolution authorizing the County of Westchester to enter into an agreement with Simpleview, LLC, for the provision of website redesign, development, maintenance and hosting services for the Westchester County Office of Tourism & Film for an initial term commencing on January 18, 2025 and terminating on January 17, 2030, for a total aggregate amount not-to-exceed \$288,462.20, payable pursuant to approved fee schedules, with the County reserving an option to renew the term of the agreement for three (3) additional years, which option shall be exercised upon 60 days' written notice to Simpleview prior to the expiration of the initial term. (Agreement No. IT-1805)

Transmitted herewith is a resolution which, if approved by your Honorable Board, will authorize the County of Westchester (the "County"), acting by and through its Office of Tourism & Film ("WCOTF"), to enter into an agreement (the "Agreement") with Simpleview, LLC ("Simpleview"), for the provision of website redesign, development, maintenance and hosting services, including Customer Relationship Management Application ("CRM") and a Content Management System Application ("CMS") (collectively the "Services"), for an initial term of five (5) years commencing on January 18, 2025 and terminating on January 17, 2030. In consideration for Services to be rendered during the initial term, the County shall pay Simpleview as follows: in Year 1, up to an amount not to exceed \$72,941.24, comprised of an amount not-to-exceed \$25,125 for website redesign; an amount not-to-exceed \$44,816.24 for licensing/maintenance fees; and an amount not-to-exceed \$3,000 for potential change orders. For Years 2-5, an *annual* amount not-to-exceed \$53,880.24, comprised of an amount not-to-exceed \$50,880.24 for licensing/maintenance fees, and an amount not-to-exceed \$3,000 for potential change orders. All amounts shall be payable pursuant to approved fee schedules. In no event shall the total aggregate amount payable by the County to Simpleview during the term of the Agreement exceed the sum of \$288,462.20.

Following the expiration of the initial term, the County shall have the option to renew the Agreement for three (3) additional years, upon providing written notice to Simpleview at least 60 days prior to the end of the expiring term. If this renewal option is exercised, the parties shall negotiate terms

for a new agreement at the end of the three-year renewal period. If the parties cannot agree to terms to a new agreement, services shall cease. Simpleview shall have the right to change pricing upon each renewal at its discretion, with written notice at least 60 days prior to the end of an expiring term, at up to a plus five percent (+5%) per annum growth rate from the effective date of the expiring term.

Pursuant to the terms of the proposed Agreement, Simpleview will provide website redesign/development, maintenance and hosting services, including programming and hosting of the CMS and/or CRM applications on the World Wide Web, for the WCOTF.

Additionally, the Agreement shall also provide a mechanism through which WCOTF may implement upgrades or revisions to the CMS and/or CRM that differ materially from the Services. Should the County wish to implement such upgrades or revisions, it shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to the County for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with the County's Change Order. To the extent any such Change Orders *materially* modify the scope of services and/or *increase* the not-to-exceed cap authorized by the attached Resolution, they shall be subject to the further approval of your Honorable Board.

The County has complied with the Westchester County Procurement Policy and Procedures. In January, 2024, the WCOTF issued a Request for Qualifications seeking web developers with travel, tourism and destination experience to redesign a website to promote the County's tourism industry. Three proposals were received in response to the RFQ from the following providers: Simpleview, Tempest and Lightburn. The proposals were rated based upon seven (7) evaluation criteria which included: Overview, experience/references, proposed solution, content, project management and schedule, training and maintenance, and proposed cost and business terms. Following review of each proposal with reference to the aforesaid evaluation criteria, Simpleview was selected based upon its having achieved the highest overall score. Additionally, Simpleview has been providing these services to the County since 2016 and WCOTF has found them to be efficient and professional.

The proposed Agreement will serve a public purpose by assisting the County with promoting and marketing travel and tourism into Westchester County. The goals and objectives of this proposed Agreement will be to promote Westchester County as a destination and increase travel and tourism into Westchester County. The goals and objectives of the proposed Agreement are in the best interests of the County in terms of fiscal responsibility because it will bring added fiscal benefits for the County and the residents and business entities within Westchester County. The goals and objectives will be tracked and monitored by the WCOTF.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

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Attachment

RESOLUTION

Upon a communication from the Chief Information Officer of the Department of Information and Technology and the Director of Tourism & Film, be it hereby:

RESOLVED, that the County of Westchester (the "County") is authorized to enter into an agreement (the "Agreement") with Simpleview, LLC ("Simpleview"), for the provision of website redesign, development, maintenance and hosting services, including Customer Relationship Management Application ("CRM") and a Content Management System Application ("CMS") (collectively the "Services"), for an initial term of five (5) years commencing on January 18, 2025 and terminating on January 17, 2030; and be it further

RESOLVED, that in consideration for Services to be rendered during the initial term, the County shall pay Simpleview as follows: in Year 1, up to an amount not to exceed \$72,941.24, comprised of an amount not-to-exceed \$25,125 for website redesign; an amount not-to-exceed \$44,816.24 for licensing/maintenance fees; and an amount not-to-exceed \$3,000 for potential change orders. For Years 2-5, an *annual* amount not-to-exceed \$53,880.24, comprised of an amount not-to-exceed \$50,880.24 for licensing/maintenance fees, and an amount not-to-exceed \$3,000 for potential change orders. All amounts shall be payable pursuant to approved fee schedules. In no event shall the total aggregate amount payable by the County to Simpleview during the term of the Agreement exceed the sum of \$288,462.20; and be it further

RESOLVED, that the Agreement shall also provide a mechanism through which WCOTF may implement upgrades or revisions to the CMS and/or CRM that differ materially from the Services. Should the County wish to implement such upgrades or revisions, it shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to the County for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with the County's Change Order. To the extent any such Change Orders *materially* modify the scope of services and/or *increase* the not-to-exceed cap authorized by this Resolution, they shall be subject to the further approval of the Westchester County Board of Acquisition and Contract; and be it further

RESOLVED, that following the expiration of the initial term, the County shall have the option to renew the Agreement for three (3) additional years, upon providing written notice to Simpleview at least 60 days prior to the end of the expiring term. If this renewal option is exercised, the parties shall negotiate terms to a new agreement at the end of the three-year renewal period. If the parties cannot agree to the terms for a new agreement, services shall cease. Simpleview shall have the right to change pricing upon each renewal at its discretion, with written notice at least 60 days prior to the end of an expiring term, at up to a plus five percent (+5%) per annum growth rate from the effective date of the expiring term; and be it further

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement.

The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget

on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to Simpleview, then Simpleview shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee be hereby authorized and empowered to execute any and all instruments necessary and proper to accomplish the purposes of this Resolution.

Agreement No. IT- 1805

Account to be Charged/credited

Year	Fund	Agency	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2025	101	11	0720	4070		45,500.00
2025	263	11	A169	4070	A169	27,441.24
2026	101	11	0720	4070		53,880.24
2027	101	11	0720	4070		53,880.24
2028	101	11	0720	4070		53,880.24
2029	101	11	0720	4070		53,880.24

Budget Funding Year(s) 2025-2030 Date 01/18/2025 End Date 01/17/2030

Tax Dollars: \$288,462.20
 State Aid: _____
 Federal Aid: _____
 Other: _____

APPROVED BOARD OF RESOLUTION & CONTRACT - 01/02/2025 - RAYMOND SCULKY, SECRETARY