

New Hampshire Department of Education

101 Pleasant Street

Concord, New Hampshire 03301



January 17, 2108

REQUEST FOR PROPOSALS (RFP)

DOE Website Redesign Phase I

Proposals Deadline: February 22, 2018

Proposal Inquiries: All questions about this Request for Proposals (RFP) should be submitted in writing by e-mail or fax (include your fax number) to:

**State of New Hampshire
Department of Education
c/o Lori Kincaid
101 Pleasant Street
Concord, New Hampshire 03301
Fax: (603) 271-1953
e-mail: lori.kincaid@doe.nh.gov**

1.0 Purpose

The State of New Hampshire, acting through the NH Department of Education (NH DOE), is releasing this Request for Proposal (RFP) to improve the overall look and feel of the NH DOE website that focuses on user-experience and reflects the NH DOE's aspirations for student education in NH. The current website is located at <https://www.education.nh.gov/>.

1.1 Project Overview

The purpose of this RFP is to obtain a vendor that will design a website that focuses on user-experience to meet the needs of NH families, students, educators, schools, businesses and other community members based on the student experience, system structure and stakeholder ecosystems in NH resulting in a clean, minimalist design that is visually appealing, intuitive and interactive.

Once the design is completed, the NH DOE will contract with a vendor still to be determined, to implement the design.

The goals of the site are to share information about the NH DOE support services to its constituents; maintain a customer-centric web presence that is the recognized informational portal for important information about NH education; enhance usability to improve access to information by those constituents; and improve navigation of the website for users.

This redesign will be based on high-quality concepts and features in conjunction with the assurance that the site will comply with accessibility standards. The website will also need to conform with NH State Web Services Division's web standards and best practices including those relative to website accessibility, state branding and all other related policies and best practices as outlined in WSD's State of NH Website Best Practices and State of NH Website. These can be found at www.nh.gov/doit/vendor/index.htm.

2.0 REQUIREMENTS AND DELIVERABLES

The selected vendor will

- Perform an analysis of available web analytics to identify how the existing web site is used to by various constituencies
- Develop the hierarchy of the site and the data flow for users visiting the NH DOE website
- Develop a "wireframe" of the website for use in the development phase of the project
- Develop the necessary artwork and graphics for use in the site designs

- Produce simulations of the web site functionality, navigation and experience
- Develop a NH DOE web presence design that will provide a meaningful and valuable user experience
- Website design must meet Accessibility Standards (WCAG 2.0 AA)

The proposal deliverables will include:

- A work plan for completion of the project, including a detailed timeline
- Project team, including subcontractors where appropriate
- Project budget on a firm-fixed-price basis
- Project deliverables, including samples

3.0 Conflicts of Interest

Upon receiving a new assignment, the applicant will inform the Department of any conflicts of interest (appearance of, or actual) prior to accepting the assignment or while engaged in the assignment.

4.0 Terms and Conditions

4.1 The State shall not be responsible for or pay for any cost incurred by the bidder in the preparation of the proposal submitted in response to this RFP.

4.2 The Department reserves the right to seek clarification of any information contained in a proposal submitted in response to this RFP. Additionally, the Department reserves the right to reject all proposals submitted in response to this RFP. The distribution of this RFP shall not commit the State to issue a contract.

4.3 If the Department chooses to award a contract in response to this RFP, the contract will be developed by the NH DOE for approval by Governor and Council. The contract shall incorporate by reference all provisions of this RFP and the successful bidder's proposal. In preparing a contract with the successful bidder, the Department reserves the right to clarify any terms and conditions contained in the proposal.

4.4 Public announcements or news releases pertaining to the award of a contract shall not be made until the contract is approved by Governor and Council.

4.5 The State shall not be responsible for any work performed by the successful bidder prior to the effective date of a contract approved by Governor and Council; or a limited, short-term contract could be issued by the Department to cover the period before Governor and Council approval.

4.6 Unless otherwise deleted or modified by mutual agreement between the State and the contractor, all general provisions contained on pages 2-4 of Form P-37 State Contract (attached) shall be incorporated in the contract.

4.7 All obligations of the State, including the continuation of payments under an approved contract, shall be contingent upon the availability and continued appropriation of federal and state funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the contractor notice of such termination or amendment.

4.8 When delivering services under an approved contract, the contractor shall work under the broad supervision of the Department Contracting Officer for this project.

4.9 The Department expects to award a contract no later than March 9, 2018, to the successful contractor.

5.0 Bid Procedures

5.1 For purposes of this RFP, a proposal will include:

5.1.1 a letter of interest detailing professional and education experience as related to the Project Overview (section 1.1)

5.1.2 a detailed work plan articulating the applicants approach to assisting the NH Department of Education with the requirements and deliverables (section 2.0); and

5.1.3 a current resume with three (3) references.

5.2 This documentation will be evaluated to determine if the candidate has the ability to accomplish the activities described above.

This evaluation will be based on the candidate's ability to provide evidence of the following criteria:

5.2.1 Quality of Services to be Provided – The applicant's ability to meet or exceed the requirements and deliverables as evidenced through the documentation submitted, including a description of work experience and educational background in providing technical assistance and professional learning opportunities in the priority area selected. A resume of all that is included

5.2.2.1 The proposed Project Team must include individuals with substantial experience in: User Experience, Information Architecture, Accessibility, Website Design and

5.2.2.2 Content knowledge of the DOE's aspirations for student education

6.0 Instructions - Proposal Submission, Deadline, and Location Instructions

Please submit an original and three (3) copies of the proposal by 4:30 pm, February 22, 2018 to:

**State of New Hampshire
Department of Education
c/o Lori Kincaid
101 Pleasant Street
Concord, New Hampshire 03301**

Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Education, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Vendors are permitted to submit one Proposal(s) in response to this RFP.

The State reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the Secretary to do so.

6.1 Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

Lori Kincaid
Department of Education
101 Pleasant Street
Concord, New Hampshire, 03301
Telephone: (503) 271-5545
Email: Lori.Kincaid@doe.nh.gov

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. State acknowledgement of vendor inquiries is encouraged but not required.

Inquiries must be received by the RFP State Point of Contact (see above) no later than February 9, 2018. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before February 12, 2018; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

6.2 Vendor Conference

A non-mandatory Vendor Conference will be held at the following location on February 9, 2018 at 1:00 p.m.

NH Department of Education
Londergan Hall
101 Pleasant Street
Room 15
Concord, New Hampshire 03301

All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Attendance by teleconference is permitted. Phone numbers will be emailed to registrants upon request. Vendors are requested to RSVP via email by February 7 2018, indicating the number of individuals who will attend the Vendor Conference. Vendors are allowed to send a maximum number of three representatives.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the vendor inquiry period will be posted to the website by February 12, 2018. Vendors are responsible for any costs associated with attending the Vendor Conference.

7.0 Evaluation of Proposals

All proposals will be reviewed and rated by an evaluation team appointed by the Commissioner of Education. The Department shall be under no obligation to contact

bidders for clarification of their proposals, but it shall reserve the right to do so at any time prior to the award of a contract. All proposals received by the deadline will be evaluated based on Bid Procedures outlined in this RFP.

The Department reserves the right to interview applicants with the highest average scores for their proposal, but the Department shall be under no obligation to interview applicants. If the Department conducts an interview, it will be done so by a team who will develop structured questions and scoring criteria that will clarify the applicant's ability to fulfill this RFP.

If the Department chooses to award a contract relative to this RFP, it shall be to the responsive and responsible bidder that receives the highest total rating as a result of the proposal evaluation and/or interview process.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>			
By: _____		On: _____	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.