



Request for Proposal

**Design and development services for
Otago Polytechnic Website Refresh**

22 March 2016

**>
2016**

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1. INTRODUCTION

Otago Polytechnic (OP) is an internationally recognised, modern tertiary education provider that is renowned for providing quality, career-focused degrees, diplomas and certificates.

OP's main campus is situated in North Dunedin. The Polytechnic also has a campus in Central Otago where it offers specialised programmes in Adventure Tourism, Hospitality, Horticulture and Viticulture, and a campus in Auckland offering programmes to international students.

The current corporate website was completely redeveloped by an internal team in 2012/13 using SilverStripe as the new CMS with all new design, functionality and content. Additional developments of an online application form, Student Hub and Central Otago sub site have put pressure on resources to refine and develop new content for the main site and the user experience has become more fractured with different service areas within OP developing and updating different sections (e.g. <http://studentservices.op.ac.nz>).

With an Organisational project (Design for Service Excellence) focusing on redeveloping internal services to be more customer focused and eliminate double handling, we consider this an opportune time to refresh the website (internal and external) focusing on 5 key user groups and creating a new dedicated internal team to maintain and oversee all future development and content according to an organisation-wide Digital Experience Framework. This team would be responsible for working with any external contractor(s) to provide content, ensure seamless system integration and to develop a maintenance plan for all new developments.

2. REQUEST OVERVIEW

We propose to refresh and not redevelop the look, navigation and functionality of the entire site, while maintaining SilverStripe as the CMS and much of the current content. We wish to reorganise the site to better meet the needs of the five key user groups and provide a more personal, customisable and searchable experience for each group:

- **Current students**

Leverage off the content and functionality already developed for the Student Hub <https://www.op.ac.nz/hub/> . Utilise new functionality from Office 365 to enable chat. Work with the OP Online team to seamlessly integrate Moodle courses into this space.

Depending on the scope of this work and the solution agreed upon this may fall out of scope and budget for this project.

- **Prospective students**

Leverage off existing content in the current website, with revised content and functionality to be considered for International students, Auckland International Campus, Maori and Pasifika students, Art and Design, Food Design Institute (all identified as having slightly different user needs & content) and reintegration of Capable NZ and Central campus (see below).

- **Alumni**

Identified as a corporate priority to grow and maintain interaction with alumni and connect across our different sites, sub sites and campuses. Our new Customer Relationship Management software will house the personal details and provide automated email capabilities.

- **Business**

This area of services from Research and Enterprise to our multiple commercial services (see <http://www.op.ac.nz/enterprise/>) for business customers has never been fully resolved in terms of structure, content and different user needs. The suggested structure, scope and content in **OP Experience Concept** has been agreed as the way forward. See <http://www.op.ac.nz/assets/PDFs/Research-and-Enterprise/J01970-Research-Prospectus-2014-WEB-FA2.pdf> for content examples. Future developments such as new fee-for-service programmes for businesses from Capable NZ also need to be accommodated.

- **Staff**

The long-awaited development of a staff version of the Student Hub giving the 5 identified staff user groups a personalised portal through which to access information and functionality to streamline work processes and connectivity. This replaces and incorporates some content from the current intranet insite. Incorporate the Performance Portal project content and functionality. We have begun the scope and content audit for this work stream (**DET Staff Hub overview.**). There is also a knowledge management project beginning to address centralising, updating and standardising all OP documents.

We also wish to reintegrate some external sites, sub sites and sections that have become a fractured experience and are struggling to be independently maintained:

1. Student support services <http://studentservices.op.ac.nz/> into Current & Prospective Students
2. Central campus www.central.op.ac.nz into Current & Prospective Students
3. Learner Capability website <https://iamcapable.op.ac.nz/>
4. Capable NZ www.capablenz.co.nz into Current, Prospective, Business and Staff
5. workSpace website <https://workspace.ac.nz> into Business

How these sites are reintegrated is open for discussion, as long as it is a seamless user experience and there is a robust maintenance plan.

Although we have the capability we do not have the capacity to internally resources the refresh ourselves, we feel that a design company with proven UX design and UI development experience and resources to be the most cost effective and timely solution. They would work closely with an internal project manager and the internal maintenance team to scope each user work stream, plan and execute system integration and develop maintenance plans for each work stream.

Work was started on consultation, requirements and a proposed format for the website refresh, particularly the current students, prospective student and business users by an external resource. The **OP Experience Concept** provides that information for consideration. While the overall feel and functionality were well received, it was considered to be off-brand and perhaps too different from our current corporate style (see <http://www.op.ac.nz/assets/marketing/2015/OP-Brand-Guidelines-v10-WEB.pdf> and <http://www.op.ac.nz/about-us/governance-and-management/our-publications/>) and did not seem to include information from the current Study <http://www.op.ac.nz/study/> section of the website.

We have also prepared the following documents to present the basis for the programme of work, integration information and an overall roadmap and indicative timing:

- DET Framework
- DET Website refresh roadmap
- DET website refresh programme of work

To receive copies of the above mentioned documents, OP Experience Concept and Staff Hubb Overview, complete Appendix 3 - One-way Non-Disclosure Agreement and send to Sherie Bell at sbell@op.ac.nz

3. REQUEST SPECIFICATIONS

3.1 Required Solution and Services

- This is not a complete redevelopment and is to build off existing functionality, content and scoping done to date
- SilverStripe will remain as the CMS
- The aim is to simplify navigation and build on filters and search functionality
- The focus and structure needs to be around the identified user groups: Current Students, Prospective Students, Alumni, Business and Staff (5 personas)
- As much as possible, we wish to give an individualised experience to current students and staff with only personal information being password protected
- The look of the site should be consistent with the OP brand guidelines
- Working relationships with nominated internal staff are key to ensure seamless integration of other systems and projects
- The prototypes, design, build and testing stages need to be transparent and accessible to nominated OP staff
- All work streams must have a sustainable maintenance plan signed off before build begins
- The quickest possible relaunch of the website is preferable (without sacrificing scope or quality of design and build) but **must be before** January 2017
- The budget is not to exceed \$120k, open book costing is to be used in the proposal submission, including pricing per phase.
- Any ongoing costs must be clearly identified.

3.2 Scope

The scope and prototypes for some work streams are existing, but must be reviewed and any gaps identified in the RFP, along with a plan for addressing them. Any proposed additional functionality must be identified and will be negotiated.

Development of the design solution will be developed in partnership with existing OP staff, and will be maintained ongoing within the OP Digital Maintenance team.

4. RFP PROCESS AND TIMEFRAME

4.1 RFP Process

This is an open tender and will be published on www.op.ac.nz/about-us

Vendors are expected to review this document, attached documents and our current website www.op.ac.nz and present a document setting out:

- a summary of relevant experience
- an overall approach/vision in broad terms, including a site plan (no visuals required)
- outline of methodology for delivering the project including key phases
- timeframe and key milestones for the project
- cost structure (as specific as possible)
- a list of roles, responsibilities and experience of staff to be involved
- key activities that excluded from your proposal

4.2 Timeframe

The quickest possible relaunch of the website is preferable (without sacrificing scope or quality of design and build) but **must be before** January 2017. Priority of areas for delivery will be advised before the beginning of the project.

5. CONFIDENTIALITY

- All and any information gained by the Respondent in preparing a response or, if selected, in carrying out the contract, which relates to the business of Otago Polytechnic will be treated as confidential and will not be reproduced, distributed or disclosed to a third party without the written approval of Otago Polytechnic.
- All responses received by Otago Polytechnic will be kept confidential. No part (or whole) documents will be reproduced, distributed or disclosed to any person outside of the RFP process without the prior written consent of the Respondent.
- Otago Polytechnic may share non-commercially sensitive / general information provided with other tertiary institutions.
- These obligations of confidentiality will continue indefinitely.
- The Ombudsman has ruled that information provided by Respondents should be made available to parties requesting such information under the Official Information Act. It is Otago Polytechnic's policy that such requests will not be met until the tendering process has been successfully completed and a contract has been signed with the successful Respondent.

6. RELEVANT INFORMATION FOR RESPONDENTS

6.1 Otago Polytechnic Structures

The OP project is structured into three teams:

- Governance Group
- Project Team
- Maintenance Team

It is expected that the successful vendor will be represented in the Project Team and will work closely with the Maintenance Team.

6.2 Specialised Information for this RFP

There are multiple internal IT infrastructure and digital content projects such as the implementation of Office 365 and the new Customer Relationship Management (CRM) software that some functionality may be dependent on. If there are delays with these projects this may affect the deliverables and launch date of the website refresh.

The internal OP Project Manager will be responsible for reporting and escalating these issues to the Project Owner and Governance Group.

7. PROPOSAL REQUIREMENTS

7.1 Response timeframe and formats

The timeframe for responding to this RFP is **21 working days** from **22nd March 2016**.

One electronic copy of the proposal and supporting materials must be emailed to sbell@op.ac.nz at Otago Polytechnic no later than **5.00pm** on **Friday, 22nd April 2016**.

Any respondent requiring clarification or further information regarding any part of this RFP should contact the Project Support, Sherie Bell. Requests must be made via email to: sbell@op.ac.nz

Queries will be answered via email within 24 hours per working day.

Respondents will be advised of the review status within 10 working days (Tuesday, 10th May 2016)

7.2 Non-Conforming/Alternative Proposals

Respondents are encouraged to propose innovative solutions, but must demonstrate that they have understood the brief and detail why they have suggested an alternative. Joint proposals are acceptable.

7.3 General Provisions

7.3.1 Once proposals have been submitted are considered valid for 60 days from date of submission.

7.3.2 Pricing provided in any response must be valid for six months from the date of submission.

7.3.3 Vendors may be asked to revise or clarify their proposals or provide additional information during the RFP process. These requests will require immediate action and must be responded to in writing within two days, or as specified. Otago Polytechnic reserves the right to exclude any proposal where the timeframes for these requests are not met.

7.3.4 The lowest priced or any proposal will not necessarily be accepted.

- Otago Polytechnic reserves the right to accept all or part of any proposed solution.
- Otago Polytechnic reserves the right to amend the timeframes in this RFP at any time prior to actual conclusion of the RFP, and will give notice to the vendors of any such amendment.

8. SELECTION CRITERIA

Selection criteria are presented here for the information of vendors, and are in no particular order.

Selection Criteria	Weighting
Solution aligns with project principals and fits with OP vision for project	10%
Proposal aligns with OP existing tools and architecture	10%
Clarity on operating model for project	5%
Clarity on handover and ongoing maintenance within OP.	10%
Clear outline of timeline and aligned with project timing expectations	20%
Proposal within Price Cap	20%
Two reference on previous work (followed up once shortlisted)	10%
Innovative approach and Sustainable practices	5%
Sound organisation and financial structure	5%
Relevant experience and previous performance	5%
TOTAL	100%

9. CONTRACT DURATION AND CONDITIONS

9.1 Contract Duration

1. Subject to completion of the RFP process to Otago Polytechnic's satisfaction, it is expected that Otago Polytechnic will award a contract for the timeframe of the project as proposed by the Respondent.
2. The duration of the contract will be confirmed during contract negotiations with the selected Respondent.

9.2 Standard Terms

The Otago Polytechnic Standard Terms for Acquiring Services are attached as Appendix 1 and would form part of any contract.

9.3 Health and Safety

Contractors are expected to follow the health and safety procedures of Otago Polytechnic, which will include attendance at a Health and Safety induction.

The Otago Polytechnic Contractor Health and Safety Agreement is attached as Appendix 2 and would form part of any contract.

9.4 Sustainability

The following clauses, or similar, in the area of sustainability would form part of any contract:

- 9.4.1** The Supplier will perform the services in a manner which gives appropriate regard to the protection of the natural environment. The Supplier will comply with all environmentally related legislation and codes of practice relating to the goods and/or services relevant to this Agreement.
- 9.4.2** The Supplier will cooperate with the Customer to discuss, and where agreed, implement initiatives to reduce environmental impact of the goods and/or services relevant to this Agreement with regard to sustainability, avoidance of environmental pollution, lifecycle energy use, water, wastewater management and solid waste management.

9.5 Right of Replacement

[During the term of the contract, Otago Polytechnic reserves the right to have replaced at its request any equipment that is worn out, unreliable, inoperable, or that fails to perform satisfactorily in any other manner. To ensure fair consideration is given to the equipment, an issue identification and resolution process will be defined within the Service Level Agreement.]



Standard Terms for Acquiring Services

1 Services

- 1.1 All services must:
- (a) be carried out with care and skill to a professional standard, in accordance with all legal requirements and Otago Polytechnic's rules and directions; and;
 - (b) meet Otago Polytechnic's purposes and requirements.
- 1.2 The Supplier must comply with Otago Polytechnic's Health and Safety policies and procedures.

2 Confidentiality

- 2.1 This Agreement and any information provided by Otago Polytechnic are confidential. The parties agree not to disclose any confidential information to anyone except with the other party's prior written consent. It shall not be a breach of this clause 2.1 for a party to disclose information to the extent required by law, or to its professional advisors on a confidential basis.
- 2.2 All trade and professional secrets supplied to the Supplier by Otago Polytechnic remain Otago Polytechnic's property.

3 Relationship

Nothing in this Agreement creates any agency, partnership, joint venture or employment relationship between the parties. Neither party has the right to bind the other in any way.

4 Rights to inventions and developments

Any inventions, ideas, know-how and/or techniques relating to anything developed by either party or both parties in the course of this Agreement, are deemed to be the property of the developer or developers.

5 Goods and Services Tax

All prices and charges are in New Zealand dollars and are exclusive of GST and any other Government imposed levies, surcharges or taxes (unless otherwise stated).

6 Ending this Agreement

- 6.1 Otago Polytechnic may end this Agreement by written notice to the Supplier:
- (a) if the Supplier breaches any term of this Agreement and fails to remedy the breach within 7 days after

receiving written notice from Otago Polytechnic requiring the breach to be remedied; and

- (b) immediately in the case of a breach of Health and Safety policy, procedure, legislation or regulations.

- 6.2 The ending of this Agreement is without prejudice to any other rights and remedies of Otago Polytechnic, and does not affect any rights and responsibilities which are intended to continue or come into force after it ends.

7 Waiver

If either party delays, or does not exercise any right or remedy under this Agreement, it is not a waiver of that right or remedy.

8 Assignment

Neither party may assign its rights under this Agreement without the other party's prior written consent.

9 Each clause separately binding

Each clause of this Agreement is separately binding. If for any reason Otago Polytechnic cannot rely on any clause, all other clauses remain binding.

10 Choice of law and choice of forum

- 10.1 This Agreement is governed by New Zealand law. Any dispute, which is to be litigated, is to be commenced and heard at Dunedin. The parties agree that any cause of action is deemed to have arisen at the Dunedin office of Otago Polytechnic.

11 Entire Agreement

This Agreement constitutes the entire agreement between the parties, and the Client agrees that its own terms of trade (if any) do not apply.

12. Amendment

- 12.1 These Standard Terms may be amended by Otago Polytechnic by written notice to the Supplier. Any change applies from the day specified by Otago Polytechnic.

13. Notices

- 13.1 Otago Polytechnic will send any notices under this Agreement by post to the last address given by the Supplier. Any notice is deemed to have been delivered 3 days after posting.



Contractor Health and Safety Agreement

Dated the _____

BETWEEN Otago Polytechnic ("The Principal")

AND _____ ("The Contractor")

RELATED TO The Business Services Agreement dated _____

THE PARTIES AGREE AS FOLLOWS:

1. The Contractor shall take all practicable steps to ensure that people in the place of work, and people in the vicinity of the place of work are not harmed by any hazard that is or arises in the place of work.
2. Before beginning work at the Principal's business or worksite, the Contractor must carry out a systematic identification of hazards likely to be encountered and must develop controls for all those identified as being significant hazards.
3. The Contractor must advise the Principal immediately of any new hazard created while the contracted work is being carried out and will take all practical steps to prevent harm caused to any person as a result of such hazards.
4. The Contractor agrees to make available for inspection by the Principal any documentation relating to health and safety in connection with this Agreement.
5. The Contractor is required at all times, until the contracted work is completed, to comply with all relevant Acts and Regulations (including the Health and Safety in Employment Act and Amendment 2002, the Resource Management Act, and Fire Safety and Evacuation of Building Regulations), local Bylaws and District Plan requirements, relevant New Zealand Codes of Practice and any Otago Polytechnic health and safety requirements.
6. The Contractor must have a health and safety management system in place which ensures their compliance with the Health and Safety in Employment Act.
7. The Contractor must ensure that all site personnel and subcontractors:
 - a) ARE PROPERLY TRAINED IN THE SAFE USE OF PLANT AND EQUIPMENT
 - b) ARE INFORMED OF EMERGENCY PROCEDURES, LOCATION OF EMERGENCY EQUIPMENT, LOCATION AND USE OF SAFETY EQUIPMENT, BASIC SAFETY RULES, HAZARDS AND HAZARD CONTROLS, GO AND NO-GO AREAS AND ACCESS AND AUTHORISATION REQUIREMENTS RELEVANT TO THE TASKS THAT THEY HAVE BEEN ASSIGNED AND ARE NOT PERMITTED TO WORK AT THE PRINCIPAL'S BUSINESS OR WORKSITE WITHOUT BEING SO INFORMED; AND
 - c) ARE EITHER ADEQUATELY EXPERIENCED THEMSELVES OR ARE SUPERVISED BY AN EXPERIENCED PERSON IN ORDER TO CARRY OUT THE TASKS THAT THEY HAVE BEEN ASSIGNED SAFELY.
8. The Principal may refuse access to its work site to any person who does not comply with the required standards for health and safety owing to their behaviour, lack of skill or insufficient training or experience.
9. If any deviations from safe work practices are identified, the Principal's Contract Manager may stop all site work, at the Contractor's expense, until agreed safe work practices are developed.

10. The Contractor will be fully responsible for supervising site personnel and subcontractors to ensure that they strictly adhere to all applicable safety requirements. In the Contractor's absence from the site, another person is to be assigned in charge of meeting the designated safety requirements.

11. The Contractor, including all site personnel and subcontractors, must comply with the following requirements:
 - smoking is not permitted in Otago Polytechnic buildings, including balconies or within 10 metres of buildings (except in Designated Smoking Areas);
 - when hazardous substances are on site, current and full Safety Data Sheets must be immediately to hand in the area of work, and all appropriate controls are in place including emergency preparedness;
 - personal protective equipment, where applicable, shall be used and worn; this equipment must be well maintained to the required standard;
 - good housekeeping standards are to be observed throughout the period of work, both at the work site area and in and around any temporary buildings; the working area shall be kept tidy with escape exits and other access ways kept clear; any spillage shall be cleared up in a timely and safe manner;
 - work areas shall be clearly marked and cordoned off to prevent risk of harm to polytechnic employees, students or any other person;
 - an appropriate first aid kit must be provided and maintained by the Contractor;
 - use of radios is not permitted on Otago Polytechnic premises unless authorised by the Contract Manager of the polytechnic;
 - use of language and/or gestures towards staff, students or visitors on Otago Polytechnic premises that may be of an objectionable nature, is prohibited. This contravenes Otago Polytechnic harassment and bullying prevention policy

12. Contractor must report any accident to the Principal's Health and Safety Advisor as soon as practically possible after the event and provide the Health and Safety Advisor with a written copy of the entry from the Contractor's register of accidents (refer section 25 of the Act) in respect of any accident that harmed or might have harmed any person within 24 hours of the event. The Contractor will notify Department of Labour, Occupational Safety and Health, and the Principal of any serious harm accident as soon as possible after its occurrence.

13. The Contractor, in accepting this contract, undertakes to comply with any direction or requirement of the Principal's Contract Manager in relation to the implementation of the "all practicable steps" requirement contained in the Health and Safety in Employment Act and Amendment 2002 to ensure that employees of the Contractor and any subcontractors; employees or students of the Polytechnic; or any other person is not harmed by the Contractor's activities on the Polytechnic premises under this Agreement. Failure to comply with this provision, or any other significant breach of this Agreement, will constitute grounds for dismissing the Contractor.

Name (Print)

Company Name (Print)

have read and understood the Otago Polytechnic's Contractor Health and Safety Agreement and accept responsibility to ensure that all staff and subcontractors employed under this work/purchase order on behalf of the Otago Polytechnic will conform to this Agreement.

Signed: _____

Date: _____



Confirmation of Public Liability Insurance

{insert company name} confirm that Public Liability Insurance is in force to ___/___/___

Limit of indemnity insurance is \$_____

Maximum single claim amount \$_____

- A photocopy of the insurance document is attached, signed by me.
- This policy will not be cancelled or amended without prior notification to the Contract Manager, Otago Polytechnic, during the period of work engaged.

Signed: _____

Position: _____

Date: ___/___/___



One-way Non-Disclosure Agreement

Date:

Parties:

(the Recipient)

and

Otago Polytechnic
F Block, Forth Street
Dunedin 9016
(the Discloser)

1. The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of assisting the Recipient provide an accurate response to **Otago Polytechnic Web Refresh** (the Purpose).
2. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.
3. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party [**except to its employees [and professional advisers]**] who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.
4. The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
 - a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
 - b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.
5. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

6. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.
7. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.
8. The undertakings in clauses 2 and 3 will continue in force **indefinitely**.
9. This Agreement is governed by, and is to be construed in accordance with, New Zealand law. The New Zealand Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Executed and Delivered as a Deed by

[Company Name] acting by

[name of senior executive], a senior executive,

in the presence of:

Signature of Senior Executive

Signature of witness

Name of witness

Address of witness