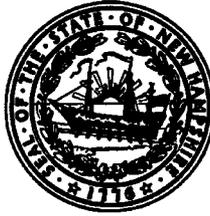


87 9B



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

March 28, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education, to enter into a contract with Blenderbox of Brooklyn, NY (vendor code 285336), in the amount of \$70,000, to improve the overall look, feel and accessibility of the NH DOE website, effective upon Governor and Council approval through June 30, 2018, (100% general funds).

Funds to support this request are available in account titled Commissioner:

	<u>FY18</u>
06-56-56-5610-60010000-102-500731	\$70,000
Contracts for Program Services	

**EXPLANATION**

An RFP was posted on the Department website on January 17, 2018 and in the Manchester Union Leader on January, 18, 19, and 21, 2018. The Department was seeking an individual or organization that will design a website that focuses on the student experience, system structure and stakeholder ecosystems in NH resulting in a clean, minimalist design that is visually appealing, intuitive and interactive.

The 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 and state branding.

Blenderbox will:

- Perform an analysis of available web analytics to identify how the existing web is used by various constituencies.
- Perform a thorough audit of the existing content on the NH DOE website.

- 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 the use in the site designs.
- Produce simulations of the web site functionality, navigation and experience.

The deliverable are:

- A work plan for compensation of the project, including a detailed timeline
- A design which is minimalist, clean, intuitive, interactive and conforms to Accessibility Standards (WCAG 2.0AA).

The department received 22 proposals. The proposals were reviewed and rated using the attached scoring rubric (see Attachment A). The vendors that had the top three scores were invited to present to the selection team. Even though Blenderbox did not have the highest score based on the written proposals the team recommended that Blenderbox be brought forward for approval because they had the best onsite presentation and showed compelling evidence that they will meet the requirements of this request for proposal.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

## Attachment A

### SCORING FOR REVIEW OF WEBSITE REDESIGN PHASE I

#### Proposal Criteria in the RFP

Functional Fit	42 points
Design	48 points
Business Fit	36 points
Company Background/Project Team	45 points
Other (quality of proposal/familiarity with NH)	12 points
Possible Points	183 points per reviewer = 732

Twenty-two proposal's were received and scored.

<b>Company</b>	<b>Total Score</b>
SilverTech	654
Fig Leaf Software	629
BlenderBox	622
Palantir	620
GovWebworks	619
Frameweld LLC	618
Planeteria Media	605
Millennium Agency	602
Wakefly	582
Cookson Strategic Communications	577
Cubix	576
BARKLEYREI	573
Multimedia Solutions	569
Infojimi	568
Black Box Digital Marketing Solutions	508
MRW Connected, Inc	508
Edlio	463
BrainSurface	450
ePATHUSA	409
Fiat Luxx	377
VisualFizz	302
Vinfomax Systems	285

A scoring review occurred on Friday, March 9, 2018 and the top three vendors were invited to present on Wednesday, March 14, 2018. Even though Blenderbox did not have the highest score based on the written proposal they were selected since they had the best presentation.

The review panel consisted of the following employees from the Department of Education and the Department of Information Technology.

**Christine B.** Deputy Commissioner (DOE)

**Michael S.,** Director, Division of Higher Education (DOE)

**Lori K.,** Program Specialist and web manager (DOE)

**Ryan P.** Systems Development Specialist (DOIT)

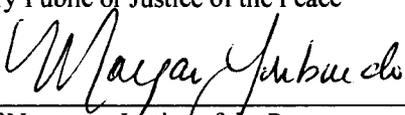
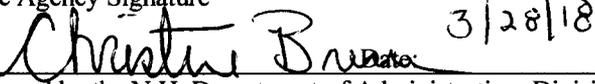
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Blenderbox		1.4 Contractor Address 26 Dobbin Street, 3rd Floor, Brooklyn, NY 11222	
1.5 Contractor Phone Number 718-963-4594	1.6 Account Number 06-56-56-5610-60010000-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$70,000.00
1.9 Contracting Officer for State Agency Christine Brennan		1.10 State Agency Telephone Number 603-271-3801	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  Sarah Jeffries - President	
1.13 Acknowledgement: State of <i>New York</i> County of <i>Westchester</i> On <i>March 23, 2018</i> , 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  <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                     [Seal]  </div> <div style="text-align: right; font-size: small;">                         MARGARET LOMBARDO                          No. 01LO6165632                          Notary Public, State of New York                          Qualified in Westchester County                          My Commission Expires May 14, <u>2019</u> </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace  <div style="display: flex; justify-content: space-around;"> <span><i>Margaret Lombardo</i></span> <span><i>NOTARY PUBLIC</i></span> </div>			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory  Christine Brennan, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <i>3/29/18</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  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.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Kickoff meeting.** The project will begin with a face-to-face immersive information gathering session to orient both the Blenderbox team and the NH DOE team. The agenda will include making introductions, setting project goals, defining roles and responsibilities, and identification of next steps.

**Audience Definition.** Blenderbox will name and define the various audiences and potentially develop personas and/or use-cases to help guide their decisions during the design phase. A use-case could take the form of a quick little story about a particular user and what their motive and requirements for visiting the New Hampshire Department of Education website might be.

**Content audit.** Blenderbox will perform a thorough audit of the existing content on the NH DOE website. By gaining a deep understanding of what exists they will make smart recommendations about how best to cull, modify, and redesign content. Most importantly, they will be looking at all of the NH DOE content through the lens of the end-user, regardless of who is responsible for the content internally at the NHDOE. They will also assess what content is missing that would be helpful for core audiences and help craft a plan for how the NH DOE might create and maintain this content moving forward.

**User Experience.** With the research deliverables above as a guide, the Blenderbox user-experience team will begin creating structured wireframes (analogous to “blueprints”) that correspond to each section and unique template envisioned for the new website. We will begin with core taxonomy, navigation, and organization, developing a proposed sitemap followed by a growing deck of wireframes beginning with the homepage, and drilling down into each of the core sections of the site.

**Sitemap.** One of the preliminary deliverables will be a proposed sitemap for the new website with emphasis placed on strategic content organization, informed and influenced by the user’s perspective and behaviors. This map will display every page to be included in the new site, along with the interconnection and navigation which unites them.

**Wireframes.** A deck of wireframes will be presented which will convey the overall organization of content as well as the navigation and page structure. These wireframes will be annotated with information that indicates how content is structured and how any interactions or modules may operate within a page. Some of this approach may also be “prototyped” with a tool like Invision, so that the NH DOE team can actually click on the wireframes and better understand the recommended structure and interactions.

**Visual Design.** The creative process will follow the Information Architecture phase. Blenderbox will begin by presenting distinct visual concepts informed by their Discovery and UX work. Based upon feedback and any style guides or brand guidelines the NH DOE may provide either for the NHDOE or New Hampshire Government, Blenderbox will undertake an iterative process to present initial concepts, gather the NH DOE team’s feedback and then incorporate that feedback into a single visual concept, which generally takes two or three rounds, resulting in final and approved sample pages that will establish the overall look, tone, and feel of the website.

- **Moodboards.** Blenderbox will create mood boards that define aspects of the color palette, typography, and use of imagery to hone in on a look and feel for the website. Based on the consolidated feedback, the NH DOE team's desired direction for the mood boards will inform the first round of design.

**Initial Concepts.** The initial concepts will logically follow approval of the moodboards and the wireframes, bringing them to life with creative design, color, layout and typography. The concepts will be presented and revised iteratively until they accurately reflect the overall mission, brand and aesthetic of the website.

**Template Design.** Once the overall approach is approved, Blenderbox will apply that design to core templates for each unique page type or section for the new site, as specified during the Information Architecture phase.

**Production Design.** While template design is meant to define all UI elements for the NH DOE team's approval, production design is a necessary task for preparing all files for front end development. As part of this task, Blenderbox will prepare a style guide that outlines semantic web standards, fonts, and mobile elements to be used throughout the site. The deliverable will specify all unique design elements including icons, buttons, table styles, hover states, captions, illustrations, images, body content, and forms, so that a web development team can then implement all aspects of the design using the actual content within a modern CMS.

**Quality Assurance Testing.** QA takes place after a development team has realized the new designs. If the NH DOE uses a different team to develop these designs, Blenderbox will remain engaged towards the end of that process in order to conduct testing to ensure that the site behaves in accordance with the wireframes and designs. Their QA teams insist on "pixel-perfect" implementation, so they can make sure all of the styles are implemented by the developers as intended. Blenderbox puts a limit of up to 20 hours for design QA in the event a different developer is engaged for development.

**WCAG Compliance.** Blenderbox has in-house expertise with WCAG Compliance. This means their designers know how to design for the visually impaired and consider when, how, and where color and contrast are used to convey information. The application of compliance standards will come into play during the execution phase, when the development team that is engaged must be careful to ensure that pages render well with screen readers and can be navigated by a keyboard (especially important when tabbing through tables or forms); however, it is equally important that the Design and UX team consider accessibility during the design phase of the project, and this is something Blenderbox offers as a matter of course. Blenderbox will create a website design which is WCAG Compliant.

**EXHIBIT B**

**BUDGET: LIMITATION ON PRICE: PAYMENT**

**Budget:**

Strategy and Discovery	\$13,000
User Experience	\$22,500
Visual Design	\$22,500
Project Management	\$12,000

**Limitation on Price:** This Contract will not exceed **\$70,000\***

\* Project total includes travel and lodging for one visit to Concord, New Hampshire. The remaining interactions can be conducted remotely via a combination of conference/video calls and screen-share.

**Source of Funding:**

Funding for this contract is 100% General Funds from the account entitled "Commissioner"

FY 18

06-56-56-5610-60010000-102-500731 Contracts for Program Services \$70,000.00

**Method of Payment**

Payments will be made monthly when an invoice is received by the NH Department of Education.

Submit Invoice to:  
Lori Kincaid  
NH Department of Education  
101 Pleasant St.  
Concord, NH 03301

**EXHIBIT C**

**NONE**

**CERTIFICATE OF VOTE**

(Corporation with Seal)

I, Jasun Jeffries, Vice - President, of the  
(Corporate Representative Name) (Corporation Representative Title)

Blenderbox, do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting Vice - President of the  
(Corporation Representative Title)

Blenderbox, a New York corporation.  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 8<sup>th</sup> day of September, 2009, which meeting was duly held in accordance with New York law and the by-laws of the Corporation.  
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through Department of Education, providing for the performance by the Corporation of certain services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

Sarah Jeffries President Name

Jasun Jeffries Vice President Name

\_\_\_\_\_ Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the VICE PRESIDENT  
(Corporate Representative title)  
of the Corporation and have affixed its corporate seal this 23 day of MAR, 2018.

x   
(Corporate Representative Title)

(Seal)

STATE OF N.Y  
COUNTY OF KINGS

On the 23 day of MAR, 2018, before me, DANUTA G. KARWOWSKI, the undersigned officer,  
Personally appeared JASON JEFFRIES, who acknowledge her/himself to be the VICE - PRESIDENT  
(Corporate Representative Title)  
Of BLENDERBOX, a corporation, and that such VICE PRESIDENT being  
(name of corporation) (Corporate Representative Title)  
Authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of  
the corporation by her/himself as JASON JEFFRIES.  
(Corporate Representative Name)

IN WITNESS WHEREOF I hereto set my hand and official seal.

My commission expires on: 12/31/2021

  
Notary Public/Justice of the Peace

**DANUTA G. KARWOWSKI**  
Notary Public, State of New York  
No. 24-4693253  
Qualified in Kings County  
Commission expires December 31, 2021

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BLENDERBOX, INC. is a New York Profit Corporation registered to transact business in New Hampshire on March 23, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 790922

Certificate Number: 0004054087



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of March A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





## **Leadership Team:**

### **Sarah Jeffries**

### **Creative Director and Co-founder**

Sarah founded Blenderbox with Jason Jeffries in 2000, and oversees the Design Department as well as all management decisions. She is in charge of marketing and branding for the company and has ultimate sign off on all creative for the company. Sarah has honed the creative team's experience with clients like the Smithsonian Institution, Carnegie, Scholastic, and The New York City Department of Education.

#### **KEY PROJECTS**

WeTeachNYC [weteachnyc.org](http://weteachnyc.org)

Yale Law School: [courses.law.yale.edu](http://courses.law.yale.edu)

Massport/Boston Logan International Airport (ongoing)

National Geographic Education: [nationalgeographic.org/education](http://nationalgeographic.org/education)

WE NYC: [we.nyc](http://we.nyc)

Carnegie Corporation of New York: [carnegie.org](http://carnegie.org)

NYC Open Bid platform (ongoing)

#### **EMPLOYMENT**

2000 - Present      President, Creative Director and Co-founder, Blenderbox

1999 - 2000      Art Director, Firstborn Media

1996 - 1999      Designer, Cosmedia, Dublin

#### **EDUCATION**

NCAD, National College of Art & Design, Dublin

1989-1993, Degree in Visual Communication



## Leadership Team:

### Jason Jeffries CEO and Co-founder

Jason co-founded Blenderbox in 2000, and has grown the business with a roster of projects including National Geographic, Goldman Sachs, the Rockefeller Foundation, Scholastic, and the NYC Department of Education. Jason not only manages the day-to-day operations of the agency, but also helps on web development and strategic oversight for key projects.

#### KEY PROJECTS

WeTeachNYC [weteachnyc.org](http://weteachnyc.org)

Yale Law School: [courses.law.yale.edu](http://courses.law.yale.edu)

Massport/Boston Logan International Airport (ongoing)

National Geographic Education: [nationalgeographic.org/education](http://nationalgeographic.org/education)

WE NYC: [we.nyc](http://we.nyc)

Carnegie Corporation of New York: [carnegie.org](http://carnegie.org)

NYC Open Bid platform (ongoing)

#### EMPLOYMENT

2000 - Present      CEO and Co-founder, Blenderbox

1998 - 2000        Razorfish

#### EDUCATION

1993, University of Vermont, Bachelor of Arts in French.



## Leadership Team:

**Amanda Meffert**

**Director of Project Management**

Since 1996, Amanda has worked exclusively in the digital realm, first for content sites including Worth magazine and Time Out North America before joining Blenderbox, where she's managed work for clients like Hearst, the NYC Economic Development Corporation, and Andrew W. Mellon Foundation.

### KEY PROJECTS

WeTeachNYC: [weteachnyc.org](http://weteachnyc.org)

Yale Law School: [courses.law.yale.edu](http://courses.law.yale.edu)

Institute of International Education: [iie.org](http://iie.org)

The American Law Institute: [ali.org](http://ali.org)

New York City Economic Development Corporation: [nycedc.com](http://nycedc.com)

Lincoln Center Theater: [lct.org](http://lct.org)

Playwrights Horizons: [playwrightshorizons.org](http://playwrightshorizons.org)

### EMPLOYMENT

2011 - Present	Director of Project Management, Blenderbox
2001 - 2010	Time Out New York, Director of Business Analysis
1999 - 2001	Investorama.com, Managing Producer
1998 - 1999	Citysearch, Producer
1996 - 1997	Worth Magazine / Capital Publishing, Associate Producer

### EDUCATION

1991-1995, University of Georgia, Bachelor of Arts & Bachelor of Arts in Journalism.

2008, NYU, Continuing Education, New Product Development for Web and Mobile.



## Leadership Team:

**Sam Gray**

**Director of User Experience**

Sam comes from a background in branding and digital design, having worked as senior designer on the Associated Press rebrand, and digital projects for The New York Times, Starbucks, and the Council on Foreign Relations, among others. Since joining Blenderbox, Sam has worked on sites for the American Law Institute, WeTeachNYC, and New Visions for Public Schools.

### KEY PROJECTS

WeTeachNYC: [weteachnyc.org](http://weteachnyc.org)

South Carolina Bar: [scbar.org](http://scbar.org)

New York Academy of Medicine: [nyam.org](http://nyam.org)

Lasker Foundation: [laskerfoundation.org](http://laskerfoundation.org)

The American Law Institute: [ali.org](http://ali.org)

The Lark: [larktheatre.org](http://larktheatre.org)

### EMPLOYMENT

2014 - Present      User Experience Designer, Blenderbox

2010 - 2014      Senior Designer, Objective Subject

2009 - 2011      Freelance Designer

2008 - 2009      Designer, B.I.G. at Ogilvy

### EDUCATION

2008, Rhode Island School of Design, Bachelor of Fine Arts in Graphic Design.



## Leadership Team:

**Ben Paddock**

**Interactive Art Director**

Since 2007, Ben has worked on interactive projects from multiple angles, as both a freelance interactive designer and developer. At Blenderbox, Ben co-leads our fine group of visual designers in concepting, design execution, and production for the development team.

### KEY PROJECTS

Massport/Boston Logan International Airport (ongoing): [massport.com](http://massport.com)

Long Island Children's Museum: [licm.org](http://licm.org)

Carnegie Corporation of New York: [carnegie.org](http://carnegie.org)

Baby's First Test (and the Baby's First Test App): [babysfirsttest.org](http://babysfirsttest.org)

New Haven Modern: [newhavenmodern.org](http://newhavenmodern.org)

EDC.org: [edc.org](http://edc.org)

### EMPLOYMENT

2012 - Present      Art Director, Blenderbox

2011 - 2012        Interactive Designer/Developer, Vibrant Media

2009 - 2011        Full-stack Developer, The Concept Farm

2007 - 2011        Freelance Art Director & Developer

### EDUCATION

2007, Loyola New Orleans, Graphic Design.



## Leadership Team:

**Kristina Pedicone**

**Interactive Art Director**

Since 2006 Kristina has worked on traditional, digital, and interactive design projects from concept to execution. Currently Kristina co-leads the visual design team within the highly collaborative environment of user experience designers, developers, producers and project managers at Blenderbox.

### KEY PROJECTS

WeTeachNYC: [weteachnyc.org](http://weteachnyc.org)

WE NYC: [we.nyc](http://we.nyc)

South Carolina Bar: [scbar.org](http://scbar.org)

New York Academy of Medicine: [nyam.org](http://nyam.org)

Zoom In: [zoomin.edc.org](http://zoomin.edc.org)

Critical Ecosystem Partnership Fund: [cepf.net](http://cepf.net)

### EMPLOYMENT

2013 - Present	Interactive Art Director, Blenderbox
2011 - 2013	Visual Designer, Blenderbox
2008 - 2011	Art Director, JellyNYC
2006 - 2008	Sr. Graphic Designer, University of Delaware

### EDUCATION

2004-2008, University of Delaware.



## Leadership Team:

### Irsal Mashhor

#### Director of Technology

Irsal has led technology projects for the past 15 years, with experience in software development, engineering, and solutions architecture. Since joining Blenderbox in 2014 as Director of Technology, he has provided technical guidance, strategy and leadership on website development projects at Blenderbox. He also has implemented full stack solutions on web projects using different technologies.

#### KEY PROJECTS

The American Law Institute: [ali.org](http://ali.org)

South Carolina Bar: [sccbar.org](http://sccbar.org)

WeTeachNYC: [weteachnyc.org](http://weteachnyc.org)

Comics Kingdom: [comicskingdom.com](http://comicskingdom.com)

Massport/Boston Logan International Airport (ongoing): [massport.com](http://massport.com)

Long Island City Partnership (ongoing): [longislandcityqueens.com](http://longislandcityqueens.com)

#### EMPLOYMENT

2014 - Present	Director of Technology, Blenderbox
2013 - 2014	Senior Software Engineer, Signal Data Corporation
2012 - 2013	Consultant, Thoughtworks
2010 - 2012	Senior Software Engineer, Coleman Research Group
2005 - 2010	Senior Software Engineer, IPerintis
2001 - 2005	Validation Engineer, Intel

#### EDUCATION

1997 - 2001 Carnegie Mellon University. Master's and Bachelor's in Electrical and Computer Engineering.