



**Request for Proposals**

**Education Development Center, Inc.  
(Hereafter referred to as "EDC")  
Request for Proposals for Procurement of  
Marketing Design**

Date of Issuance:  
July 17, 2014

EDC is an international nonprofit organization that develops, delivers, and evaluates innovative programs to address some of the world's most urgent challenges. Our work includes research, training, educational materials and strategy, with activities ranging from seed projects to large-scale initiatives. EDC enjoys a worldwide reputation for its excellence in program and fiscal management and for the impact of its work.

The Learning and Teaching Division (LTD) is currently looking to develop a marketing plan and budget for a website that we are proposing to develop. The website will potentially be available in many different languages and with versions for different countries and will feature three primary components:

1. A teaching and learning portal comprising a series of learning assets addressing content related to secondary school-level introductory biology
2. Professional development courses for educators (one nonparallel, facilitated course and one self-paced course; the latter to be translated into multiple languages)
3. An online community that brings together educators and scientists, perhaps with opportunities for youth to participate off-line in events involving educators and scientists

Note: The sites will be translated to multiple languages and for different countries in future phases of work, but the marketing plan must consider reaching audiences worldwide now.

EDC's work on this project is funded by a corporate foundation; organizations submitting proposals in response to this Request for Proposal ("RFP") have no relationship with the funder under the terms of this RFP or any resultant contract. All communications regarding this RFP must be directed to EDC.

## ***1. Purpose and Eligibility***

### **1.1 Purpose**

The purpose of this RFP is to invite prospective offerors to submit a proposal to complete an innovative marketing plan for the proposed international biology education website. The plan should include social media marketing, search engine optimization, and other effective strategies for marketing the website to its target audiences.

## ***2. General Information***

### **2.1 Original RFP Document**

EDC shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the offeror's submission or subsequent contract, is grounds for immediate disqualification.

### **2.3 Submission of Intent to Respond**

Utilizing the form provided in **Appendix C**, please indicate your intent to respond to this RFP. This form must be emailed to Rebecca Lewis at [rlewis@edc.org](mailto:rlewis@edc.org) no later than **5:00 PM EDT, July 24, 2014**. Only signed responses will be accepted; late responses will not be considered and proposals will not be accepted. Recognizing the sensitive nature of the responses to this RFP, EDC agrees to sign a mutually binding Non-Disclosure Agreement which can be found in **Appendix D**; this agreement must be completed by the offeror in the areas indicated and should be returned with the Intent to Respond Form. EDC will send the offeror a fully executed copy within 2 days of receipt.

### 2.3 RFP Provisions

1. All information provided by EDC in this RFP is offered in good faith. EDC makes no certification that any item is without error. EDC is not responsible or liable for any use of the information or for any claims asserted there from.
2. This RFP does not under any circumstances commit EDC to pay any costs incurred by the offeror in the submission of a proposal. This is the offeror's responsibility.
3. All materials submitted in response to this RFP shall become the property of EDC upon delivery to EDC.
4. EDC's standard terms and conditions for consultants is included in Appendix E, and along with the offeror's final RFP response, will be the controlling documents with regards to terms and conditions. Any exceptions to these terms and conditions must be submitted in writing. (If offeror requires completion of any additional agreements, software licenses or order forms, a complete copy of those must be provided with your response).
5. Additional documentation may be required prior to selection.

### 2.4 Schedule of Events

The following schedule applies to this RFP but may change in accordance with EDC's needs or unforeseen circumstances. Changes in this timeline will be announced as formal modifications to the RFP.

TIME*	DATE	TIME TABLE
5:00 PM	July 17, 2014	RFP issued
5:00 PM	July 21, 2014	Deadline for offerors' written questions, request for clarifications
5:00 PM	July 23, 2014	EDC issues clarifications
5:00 PM	July 24, 2014	Deadline for submission of "Intent to Respond" Form
5:00 PM	August 4, 2014	Deadline for submission of proposals
5:00 PM	August 5–12, 2014	EDC proposal review
5:00 PM	September 15, 2014	Estimated date for notification to offerors on proposal status

\* = all times are Eastern Daylight Time

## 3. Proposal Submission and Selection

### 3.1 Offeror's Understanding of the RFP

In responding to this RFP, the Offeror fully understands the RFP in its entirety, including making any inquiries to EDC as necessary to gain such understanding. Clarification questions must be submitted by potential offerors—in writing—by **5:00 PM EDT, July 21, 2014**.

Offerors' inquiries, questions, and requests for clarification related to this RFP are to be directed via email to:

Rebecca Lewis, Director  
[rlewis@edc.org](mailto:rlewis@edc.org)

All questions will be compiled into one document along with EDC's responses and sent to all offerors.

EDC reserves the right to disqualify at its sole discretion any offeror who submits a proposal that is not responsive or that demonstrates lack of understanding of the requirements of the RFP. That right extends to cancellation of the contract if a contract has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to EDC.

### 3.2 Communication

Verbal communication shall not be effective unless formally confirmed in writing by the Director. In no case shall verbal communication govern over written communications.

### 3.3 Proposal Submission

In addition to the requirements in Section 6.1, all responses to this RFP must include the following:

1. One-page executive summary
2. A detailed proposal of what exactly will be provided to EDC, including a narrative to justify that the choices proposed will meet EDC's needs outlined in Section 4.
3. A description of similar work performed by the offeror and at least two examples of past work that indicate the direction that offeror would take on this project.
4. A detailed price proposal in accordance with Section 5.

Proposal must be delivered via email to:

To: Rebecca Lewis

Subject: EDC LTD Website Design RFP Response from <name of firm>

E-mail: [rlewis@edc.org](mailto:rlewis@edc.org)

It is the responsibility of the offeror to ensure that the proposal is delivered to EDC by the deadline date listed below. Late proposals will not be considered.

All proposals must be received by EDC, before the deadline of **5:00 PM EDT on August 4, 2014**.

### 3.4 Evaluation Criteria and Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those organizations that have the interest, capability, and financial strength to supply the services identified in Section 4.

#### Evaluation Criteria:

Evaluation Criteria		Score Weight
1.	<b>Expertise of Firm/Organization</b> Reputation and demonstration of organization and staff (competence/reliability/responsiveness), expertise in developing marketing campaigns, past performance in timely and successful delivery of services and experience on similarly complex programs/projects.	40
2.	<b>Proposed Senior Project Management and Other Personnel</b> Qualification of the staff, professional experience in the area of specialization, and past performance of those individuals. Compatibility of offerors' personnel with EDC staff.	15
3.	<b>Approach and Methodology</b> Conceptualization, strategy, planning, creativity.	20

<b>4</b>	<b>Cost Value</b> The evaluation of cost will include a determination of cost realism, completeness, and reasonableness. Cost realism is defined as the offerors' ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the offeror's capacity.	<b>25</b>
	<b>Total</b>	<b>100</b>

Top-scoring offerors may be invited to do a presentation and/or have a discussion with EDC staff.

To facilitate the examination, evaluation, and comparison of proposals, the evaluation committee may ask each offeror individually for clarification of their proposal. The request for clarification and the response will be in writing, but will not be made publicly available.

### **3.4.1 Selection**

EDC may award one or more contracts resulting from this RFP to the offeror(s) whose proposal(s) conforming to this RFP offer(s) the greatest value. EDC may also (a) reject any or all proposals, (b) accept other than the lowest cost proposal, or (c) accept more than one proposal. Contracts may be issued for some or all of the deliverables. EDC may, due to factors beyond its control, not issue any contract related to this RFP.

EDC may award a contract without discussions with offerors. As such, offerors are strongly encouraged to submit their best proposals with their original submissions. EDC reserves the right to conduct discussions, which may result in revisions to proposals, with one or more than one or all offeror(s) if EDC determines, at its sole discretion, discussions to be necessary. Discussions may include oral presentations provided by the offeror.

EDC reserves the right to:

- Make all decisions regarding this RFP, including without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements of this RFP; and
- Accept, reject, or negotiate modifications in any terms of offerors' proposals.

## **4. Technical Specifications & Requirements**

### **4.1 Statement of Work**

EDC is seeking assistance in designing a marketing plan and campaign for a website that is described below. The primary audiences for the site are young people ages 11-18 and educators of those young people, but secondary audiences of other scientifically interested users are also desirable.

The website will provide different experiences, with a collection of assets for unregistered and registered users of the site. The site will provide an exemplary learning resource and establish EDC and our funder as a leader in science education. It will include a landing page, a series of "museum exhibits" that each engages users in understanding aspects of biology through a disease that impacts humanity, as well as a logged in area for educators in which they can access lesson plans that include the online assets and printable offline activities, online educator courses, and an online community.

This body of work will be designed to appeal to a very wide audience of youth (ages 11-18) and educators worldwide, as well as the scientifically-interested public, postsecondary educators, and policymakers. Given the intended worldwide audience of this site, it will be available to users who

access the Internet through a wide variety of technologies and modalities. For those who have the latest technologies, we will provide a website that is innovative and takes advantage of those technologies. However, we will also create a site that provides an excellent experience for those whose platforms are not as up-to-date.

The proposed components of this site will be developed as both an anytime/anywhere website that will allow audiences worldwide to learn more about the promise of biomedicine and serve as a learning and teaching tool to which educators and students can turn for high-quality resources and instruction in biology content. The proposed website will be composed of four main components (which are described in more detail below) that are categorized by public and registered access to the site.

### **Public Site Access**

#### 1) The Promise of Biomedicine Exhibit

This is the main body of the website that can be accessed by all visitors without logging on. The Promise of Biomedicine exhibit will be created in the style of a science museum exhibit that explores three diseases that have cures or treatments that have been brought about by biotechnology. The proposed experience for this exhibit is as follows:

Upon entering the site, the visitor will find a portal inviting them to explore three different exhibits. Each exhibit will be designed to explore different technologies. The first exhibit will examine diabetes. Each exhibit will follow the same general flow, as described below for the diabetes exhibit:

#### ***Engage***

The beginning of the exhibit is designed to engage the visitor in the human story of the disease. In the case of diabetes, visitors will learn about the breadth of the problem through the presentation of content, images, videos, and *interactives* that describe the alarming increase in rates of diabetes worldwide and introduce a young person who was diagnosed with diabetes. In an interactive video, they'll be able to ask the young person questions about their life, their diagnosis, and how they feel about having diabetes. Visitors will then be challenged to manage a virtual person's diabetes over a period of time to build empathy for the difficulties faced by diabetics every day and to learn about the mechanisms of the disease. Side trips will allow visitors to explore the history of diabetes, examine the incidence of diabetes around the world, and see how changing nutrition plays a role in increasing diabetes rates.

#### ***Explore***

As visitors descend deeper into the exhibit, they will also delve deeper into the biology content. In these deeper levels, visitors will learn the differences between the types of diabetes and how recombinant insulin is made. Interactive explorations will allow visitors to learn how the immune system works and how it can become uncontrolled in an autoimmune disease like Type 1 diabetes. Visitors can also try their hand at determining the right restriction enzymes to cut DNA to isolate one of the insulin-producing genes. Special emphasis will be placed on developing interactive applications that cultivate habits of scientific thinking. Interactive applications will ask visitors to examine the results of experimentation to determine what the results might mean or where the experiment may have been compromised. We believe that an inquiry-based, interactive approach will provide an improved learning experience over simple page-throughs in which an experiment or procedure is explicated, but no real thoughtful analysis by the visitor is required.

#### ***Extend***

This section of the website explores the potential for new treatments and cures for the disease. In the case of diabetes, visitors will learn from scientists about some of the exciting new developments in the science of diabetes treatment and a potential cure. This section of the website can be updated to reflect the latest developments in research to maintain the website's relevance.

### ***Share***

Utilizing best of breed social media techniques, visitors will be able to share their learning and interactive experiences with those in their social circles. This should include the ability to “Like”, share, favorite, tweet and follow content across the major social media platforms. Additionally, appropriate social media measuring and monitoring should be in place to all program stakeholders to view and report on social media activity.

### **Registered Access to Site**

The three remaining components of the site all require that users be logged into the site, particularly as students, educators, and scientists. These features include:

#### 2) Curriculum Guides

Our curriculum guides will be designed for educators at various levels to present problem-based blended learning experiences that incorporate the online resources of this site and hands-on laboratories and activities to their students. Educators can search for units that cover particular content and/or particular age ranges. Each unit will be problem-based, blending hands-on learning with interactive activities and other content from the website. Assessment tools will allow educators to gauge their students' progress.

#### 3) Online Educator Courses

Online educator courses are designed to provide professional development for those registered educators who want to bring biomedical applications into their biology classrooms.

One course will be a facilitated course incorporating a learning community model, consisting of 8-10 sessions that take place over 4 weeks. Each session will have online readings, interactive activities, web-based resources and a facilitated online discussion. The course will have a classroom-based project that educators can share with other participants and implement with their students. Participants will be able to earn a certificate of completion upon successfully meeting course requirements. Courses will be held two times during the year.

There will also be 1-2 self-paced learning courses that will include 4–6 modules of content. Each module will include interactive activities, video tutorials, web-based resources, and interactive self-checks with feedback. Each module will include a final assessment and enable participants to receive a certificate of completion.

#### 4) Online Community

The online community will provide the ability for educators (and to some degree, youth) to interact with each other and scientists to discuss their work in the program and beyond. The community will consist of the following:

- i. Teacher forum
- ii. Discussion areas will be organized by topics, specific experiments, hands-on labs, and interactives. Access to this section of the community is for adults only.
- iii. User profiles that allow users to maintain profile information such as photo, contact

- information, interest areas, etc. Access to this section of the community is for adults only.
- iv. Internal messaging - to provide for direct messaging between adult participants
- v. Moderation – the community will be moderated by EDC staff or by users who have been promoted to moderator status by EDC staff
- vi. Resources - will include resources that are added to the community on a regular basis, to include contests and other opportunities in which youth can participate
- vii. Webinars - may offer asynchronous webinars on key topics several times/years

**Requirements**

1. Excellent marketing capabilities. Must provide high-quality work samples, especially including work designed to appeal to non-corporate audiences. As noted previously, offerors should provide examples of past projects.
2. International marketing experience.
3. Experience working on educational projects, particularly in science education, is a plus.

**4.2 Project Milestones**

<b>Planned Project Milestones</b>	<b>Timeframe</b>
Discovery	October 2014
Architecture & Design	November 2014– February 2015
1 <sup>st</sup> exhibit deployed	March 2015
2 <sup>nd</sup> exhibit, 1 <sup>st</sup> online course deployed	September 2015
<b>Complete site deployed</b>	<b>August 2016</b>

Marketing activities need to align with the planned project milestones, and EDC will work with selected firm to develop assets and project deliverables that support marketing efforts.

**5. Price Proposal Requirements**

All organizations must submit a cost breakdown for completing the marketing work described in this RFP. In response to this RFP, EDC anticipates issuing a fixed price contract with payments made upon submission of agreed-upon deliverables. The selected organization must agree to abide by the agreed upon price for the duration of the contract.

EDC will not pay for any costs incurred by the offeror in preparation of a proposal in response to this RFP.

All offerors must provide a price guarantee that the proposal price remains valid for 120 days.

**5.1 Total Price Summary**

Please provide a price summary as displayed below, as well as a narrative describing how the price was calculated. The total estimated cost of the contract is not included because we the project is not yet well-enough defined to justify a price range. Proposals will be evaluated based on their merit and cost value. The price summary must be submitted in Microsoft Excel format and show all formulas.

The price summary, detailed budget, and all discussion of costs, including the budget notes, shall be organized consistent with the cost categories specified below. If there is no proposed cost in a particular category, include 0 for that category.



<b>Price Summary</b>	<b>Amount</b>
<b>Direct Labor</b>	
Salaried Employees (including Wages and Fringe Benefits)	
Consultants	
<b>Other Direct Costs</b>	
Travel, Transportation, Per Diem and Miscellaneous Travel Costs (Visas, Inoculations, etc.)	
Allowances	
Equipment and Supplies	
Subcontracts	
Training Costs	
Any Other Direct Cost	
<b>Indirect Costs</b>	
<b>Total Cost (Direct Labor Plus Other Direct Costs Plus Indirect Costs)</b>	
<b>Fee/Profit</b>	
<b>Total Price (Total Cost Plus Fee/Profit)</b>	

## 5.2 Detailed Budget & Budget Narrative

The detailed budget must be submitted in Microsoft Excel format and show:

- Each cost within a budget category (e.g., within the direct labor category, there must be a separate line in the budget for each staff position; within the equipment category, there must be a line for each type of equipment, etc.);
- For each line item, the estimated cost per unit, the unit type (e.g. per month, per trip, per person, etc.), the number of units, and the total cost (i.e. the estimated cost per unit multiplied by the number of units); and
- All formulas.

The budget narrative must include information about how the amounts for each estimated cost were determined.

The following definitions of types of costs should be utilized in preparing the cost proposal.

Salary and Wages: Direct salary and wages should be proposed in accordance with the offeror's personnel policies. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours.

Consultants: This category is for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the offeror. Costs of consultants should be broken down by person years, months, days or hours.

Travel, Transportation, and Per Diem: This category is for costs for transportation, lodging, meals and incidental expenses. Costs must be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

Equipment and Supplies: This category is for supplies and equipment. Costs must be broken down by types and units.

Subcontracts: For any proposed subcontract, a budget for the proposed subcontract must be included and the budget must include the budget categories noted above.

Allowances: Allowances should be broken down by specific type and by person, and should be in accordance with offeror's policies and US Government regulations.

Training: For all types of training, costs should be broken down by types of training, participants and types of costs (e.g. transportation, materials, facilities, etc.).

Other Direct Costs: Costs must be broken down by types and units.

Indirect Costs: If the offeror has a Negotiated Indirect Cost Rate Agreement, indirect costs must be proposed in accordance with the offeror's Negotiated Indirect Cost Rate Agreement and a copy of the Negotiated Indirect Cost Rate Agreement must be included in the cost proposal. If indirect costs rates have not been previously established with the US Government, a breakdown of bases, pools, method of determining the rates and description of costs, and two years of financial statement, preferably audited by an independent auditor must be submitted.

Fee/Profit: The proposed fee/profit must be supported with rationale based on associated risk factors.

## **6. Organization Overview and Offeror Certification**

### **6.1 Organization Overview**

In order for their proposal to be considered, the offeror must submit an overview of the organization which must include the following:

- Full legal name of the company.
- Year the organization was established.
- Contact information regarding the proposal to include the following:
  - (a) the individual(s) full name and title,
  - (b) full office address,
  - (c) telephone and fax number,
  - (d) email address
- A list of the offerors's key individuals including:
  - (a) the principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees);
  - (b) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president);
  - (c) the program manager(s) for the proposed contract;
  - (d) any other person who will have significant responsibilities for administration of the US Government-financed activities or resources under the proposed delivery of the commodities.

- Names, email addresses, phone numbers and contact people at three organizations who have been clients of the offeror during the last 18 months, whom EDC can call on as references. Offerors should provide references from projects similar in size, application, and scope and include a brief description of the implementation of the project.
- Information regarding any current litigation in which the offeror, or any of the entities in the collaboration, are involved, regardless of jurisdiction where the litigation resides.

Offerors that currently have a Dun & Bradstreet Number are requested to provide this information. Offerors who are not registered with Dun & Bradstreet may do so at <http://fedgov.dnb.com/webform>. There is no charge for this registration. A Dun & Bradstreet Number is not required for submission of a proposal, but may be required before a contract is issued. Whether or not an offeror currently has a Dun & Bradstreet number will not affect the evaluation of the offeror's proposal.

### ***6.2 Organizational Certification***

In order for their proposal to be considered, the offeror must complete and submit the organizational certification included in **Appendix A** to this RFP.

## Appendix A—Organizational Certification

This certification attests to the Offeror's awareness and agreement to the content of this RFP and all accompanying calendar schedules and terms and provisions contained herein.

The Offeror must ensure that this certification is duly completed and correctly executed by an authorized officer of the Offeror's company.

1. This proposal is submitted in response to an RFP issued by EDC. The undersigned is a duly authorized officer, hereby certifies that:

\_\_\_\_\_  
(Offeror Name)

Agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP. The proposal shall remain in effect for a period of 120 calendar days as of the Due Date of the RFP.

2. The undersigned further certify that their firm (check one):

IS

IS NOT

Currently debarred, suspended, or proposed for debarment by any United States federal entity. The undersigned agree to notify EDC of any change in this status, should one occur, until such time as an award has been made under this procurement action.

3. The offeror, by checking the applicable box, certifies that –

(a) If the offeror is a **U.S. entity**,

1. it operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_ (state),  an individual,  a partnership,  a nongovernmental nonprofit organization,  a state or local governmental organization,  a private college or university,  a public college or university,  an international organization, or  a joint venture;

2. its status\* is Check all that apply; see **Appendix B** for standard definitions):

Small Business (SB) (self certification)

Small Disadvantaged Business (SDB) (self certification)

HUBZone Small Business (self-certification not available), certification issued by \_\_\_\_\_

Woman Owned Small Business (WOSB) (self certification)

Veteran Owned Small Business (VOSB) (self-certification)

Service Disabled Veteran Owned Small Business Concern (SDVOSP) (self-certification)

Alaska Native Corporation (ANC) (self certification)

Large Business (LB)

Other Certification, certification: \_\_\_\_\_

3.  In addition to the above, the offeror complies with the Small Business Administration's Table of Size Standards. (See [www.sba.gov](http://www.sba.gov) for additional information.)

**OR**

(b) If the offeror is a **non-U.S. entity**, it operates as  a corporation organized under the laws of \_\_\_\_\_ (country),  an individual,  a partnership,  a nongovernmental nonprofit organization,  a nongovernmental educational institution,  a governmental organization,  an international organization, or  a joint venture.

4. Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name:	_____	Title:	_____
Signature:	_____	Date:	_____
Name:	_____	Title:	_____
Signature:	_____	Date:	_____

**Signature of Authorized Officer:**

Name:	_____	Title:	_____
Signature:	_____	Date:	_____

*Notification: Under 15 U.S.C. 645(d), any person who misrepresents its firm's size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.*

*\*If you are certified or a member of one of the qualifying groups, please register with Dun & Bradstreet at <http://fedgov.dnb.com/webform>. There is no charge for this registration.*

## Appendix B—Definitions (U.S. Entities Only)

### ***Small Business (SB)***

A small business, means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and meets the SBA's criteria for the NAICS (<http://www.census.gov/eos/www/naics/>) industry to which it belongs. Currently, a small business certification process is not required for Federal contracts. When submitting a proposal, simply self-certify by checking the appropriate box.

### ***Small Disadvantaged Business (SDB)***

A Small Disadvantaged Business (SDB) is a small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged.

The SBA defines socially disadvantaged groups as those who have been, historically, subjected to "racial or ethnic prejudice or cultural bias" within the larger American culture. Identified groups include: African Americans, Asian Pacific Americans, Hispanic Americans, Native Americans and Subcontinent Asian Americans. Members of other groups may qualify if they can satisfactorily demonstrate that they meet established criteria.

Economically disadvantaged individuals are defined as those for whom impaired access to financial opportunities has hampered the ability to compete in the free enterprise system, in contrast to people in similar businesses who are not identified as socially disadvantaged.

### ***HUBZone Small Business - Historically Underutilized Business Zone***

A small business concern that appears on the list of Qualified HUBZones Small Businesses maintained by the US Small Business Administration. To determine if your business is located in a HUBZone, or to apply online, go to The Small Business Administration's HUBZone website <https://eweb1sp.sba.gov/hubzone/internet/index.cfm>.

### ***Woman-owned Small Business (WOSB)***

A small business that is at least 51 percent owned and actively managed by one or more women with either U.S. citizenship or U.S. resident alien status. Learn more at SBA's Office of Women's Business Ownership at <http://www.sba.gov/aboutsba/sbaprograms/onlinewbc/index.html>.

### ***Veteran-Owned Small Business (VOSB)***

A small business concern that is:

- i. At least 51% unconditionally owned by one or more veterans as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans; and
- ii. The management and daily business operations of which are controlled by one or more veterans.

Learn more at SBA's Office of Veterans Business Development <http://www.sba.gov/aboutsba/sbaprograms/ovbd/index.html>.

### ***Service Disabled Veteran-Owned Small Business Concern (SDVOSB)***

A small business concern that is:

- i. At least 51% unconditionally owned by one or more service-disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more service-disabled veterans, and;

- ii. The management and daily business operations of which are controlled by one or more service disabled veterans, or in the case of a service disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

“Service Disabled Veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16). Learn more at the US Dept. of Veteran Affairs <http://vabenefits.vba.va.gov/vonapp/main.asp>.

**NAICS**

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. For more information go to NAICS at <http://www.census.gov/eos/www/naics/>.

APPENDIX C-Intent to Respond Form



Please fill in the information below as requested, **sign and return this form** providing your response to this Request for Proposal –Intent to Respond.

TO: **Education Development Center, Inc.**  
**Rebecca Lewis**  
**rlewis@edc.org**

FROM: \_\_\_\_\_

**SUBJECT: REQUEST FOR PROPOSAL FOR EDC LTD MARKETING DESIGN**

**INTENT TO RESPOND**

**Signature section**

Authorized Signature \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

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

For (offeror name): \_\_\_\_\_

*\*\*\* (Complete below only if NOT intending to respond, sign and return as noted above) \*\*\**  
A response is not being submitted for the following reason(s):

\_\_\_\_\_



## Appendix D-Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement is dated as of the \_\_\_\_\_(date – to be inserted by EDC upon receipt of signed NDA from Offeror) and is by and between \_\_\_\_\_(to be completed by offeror) a (business entity) having a place of business at \_\_\_\_\_(to be completed by offeror) and Education Development Center, Inc. (“EDC”), a not-for-profit corporation incorporated in Delaware and having a principal place of business at 43 Foundry Avenue, Waltham, MA 02453 (the “NDA”), WITNESSETH:

WHEREAS, each party desires to disclose and have access to certain information and data deemed proprietary and confidential by the other party in connection with the evaluation of a possible business relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purpose.

In connection with a certain request for proposal to be issued by EDC, the parties will be exchanging information with each other regarding, amongst other things, a website that contains proprietary content and ideas.

2. Confidential Information.

Confidential Information shall mean information (oral, written or electronic) disclosed by either party to the other party in connection with the possible business relationship between the parties, including but not limited to, documents, technical data, information, research, developments, financial information, business plans, pricing and cost information, source code, software, documentation, financial analyses, marketing plans, customer names, customer lists, customer data, product plans, products, services, inventions, processes, designs, drawings, engineering or hardware configuration information, know-how, trade secrets, or any other proprietary or business information which is identified in writing as confidential information by the disclosing party at the time of disclosure, or if disclosed orally, identified in writing as confidential within 5 business days of the oral disclosure.

3. Confidentiality.

Commencing on the date hereof and continuing for a period of 3 years thereafter the receiving party shall maintain all Confidential Information of the disclosing party in strict confidence, and shall only disclose Confidential Information to its employees, agents or advisors solely in connection with the proposed business relationship between the parties on a "need to know" basis and provided such employees, agents or advisors agree to be bound by the terms and conditions hereof. Except as provided elsewhere in this Agreement the receiving party may not disclose to any third party, directly or indirectly, in whole or in part, any Confidential Information which it receives from the disclosing party. The receiving party further agrees that it shall not use the Confidential Information of the disclosing party for its own benefit, or for any purpose beyond that stated in Section 1, or copy or reproduce such Confidential Information, except as permitted by this Section 3. The recipient shall use at least the same degree of care in safeguarding the Confidential Information as it uses for its own confidential and proprietary information.

4. Exceptions.

The obligations of the receiving party above shall not apply to the extent that the receiving party can demonstrate that certain Confidential Information (i) was known to the public at the time of its disclosure under this Agreement; (ii) became known to the public after disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission of the receiving party; (iii) was developed independently by the receiving party without use of such Confidential Information (iv) was approved in writing by the disclosing party for disclosure; or (v) is required by law to be disclosed by the Recipient, provided that prior written notice of such required disclosure is given to the disclosing party in order to permit the disclosing party to seek a protective order or take other appropriate action.

4. Ownership.

The receiving party acknowledges that, as between the parties, the disclosing party has ownership and/or use rights of and to all the Confidential Information of the disclosing party and all intellectual property rights in, or arising from, such Confidential Information. No option, license or conveyance of such rights to the receiving party is granted or implied under this Agreement.

5. Return of Information.

The disclosing party may at any time, by delivering a written notice to the receiving party: (i) demand the return of all copies of the Confidential Information or other materials incorporating Confidential Information in the possession of the receiving party or (ii) instruct the receiving party to destroy all such copies.

6. No Further Obligation.

The parties agree that unless and until a definitive agreement regarding a transaction between them has been executed, neither party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters specifically agreed to herein.

7. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions. Any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the Commonwealth of Massachusetts. In any such action, both parties submit to the personal jurisdiction of the courts of the Commonwealth of Massachusetts and waive any objections to venue in such courts.

8. Entire Agreement.

This Agreement represents the full understanding of the parties with regard to the subject matter herein. The Agreement supersedes all prior agreements between the parties on this subject and can only be amended by written agreement of the parties. The rights and obligations of the parties cannot be delegated or assigned without the written consent of the other party. This Agreement shall be

binding upon and for the benefits of the undersigned parties, their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ACCEPTED AND AGREED:

EDUCATION DEVELOPMENT CENTER, INC. \_\_\_\_\_(*Offeror to Complete*)

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

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

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

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

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

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

## Appendix E – EDC Standard Consultant Terms and Conditions

- 1) Offeror or Consultant (“Provider”) agrees to perform services as set forth in the Scope of Work, attached hereto, (“Services”) and EDC agrees to pay Provider upon satisfactory completion of the work and in accordance with the terms of this agreement (“Agreement”).
- 2)
  - a) If this is a time Agreement, the Provider will maintain accurate records of actual time worked and all other expenses submitted for reimbursement. Provider will make such records available to EDC or its representatives on reasonable request. Provider certifies that EDC will not be billed for Services paid by other entities or by EDC under any other agreement. Provider will submit invoices to the EDC Project Director within thirty days of completion of Services. EDC will not process an invoice that is not supported by a fully executed agreement. Invoices should be submitted in the format attached hereto as Attachment B: EDC Invoice Format. Provider’s invoice format may be accepted as long as it includes all of the information and documentation required in the EDC Invoice Format. Invoices that do not include all required information and supporting documentation will not be paid. It will take EDC at least 30 days to process invoices once they have been approved by the Project Director.
  - b) If this is a fixed price Agreement, the Provider will submit invoices within thirty days of acceptance of the Services by the EDC Project Director. Invoices that do not include the Agreement number and a brief, identifying description of the service, will not be paid.
  - c) Travel costs will be reimbursed in accordance with EDC policy. Travel costs must be itemized, and the names of all travelers, the dates and purposes of all trips must be included on the invoice.
- 3) Provider’s relationship to EDC is that of an independent contractor. Provider certifies that he/she will not present or allege or claim to third persons in any manner whatsoever that he/she is employed by EDC. Provider further certifies that Provider makes his or her services available to the public through an independently established trade, occupation, profession or business and is licensed as required by applicable law or is part of a separate legally incorporated business, and that EDC is not Provider’s sole client for this type of service. Provider shall determine the method, details, and means of performing the Services. EDC may not control, direct, or otherwise supervise Provider’s assistants or employees in the performance of the Services. Provider will not use EDC facilities to perform the Services and Provider is free to make business decisions which affect Provider’s profit or loss. Nothing in this Agreement is intended to create a partnership, agency, employer, employee or joint venture relationship. Provider will be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Provider’s employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by EDC on behalf of Provider or its employees. Provider and Provider’s employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of EDC. No workers’ compensation insurance shall be obtained by EDC covering Provider or Provider’s Employees. If the work is to be performed in the US, Provider certifies that this individual is authorized to work in the US under US Law.
- 4) Provider indemnifies, defends and holds EDC harmless from and against all liabilities (including reasonable expenses and attorneys’ fees) incurred by or imposed on EDC in connection with any suits, or judgments related to Provider’s warranties, representations or performance of the Services under the Agreement.
- 5) Provider is advised to carry general comprehensive liability insurance in an amount consistent with industry standards.
- 6) All data, documentation, specifications, models, computer programs and code, and other technical and business information furnished or disclosed to Provider by EDC (“Confidential Information”) are

the property of EDC, and all copies will be returned to EDC at the end of the performance period. Unless such Confidential Information was previously known to Provider free of any obligation to keep it confidential, or is subsequently made public by EDC, it will be held in confidence by Provider and used only for the purposes of performing the Services.

- 7) Provider and EDC agree that all written material, software programs, code and documentation, and intangible or tangible inventions arising out of the performance of this Agreement, ("Deliverables") shall belong to EDC. Provider agrees that the Deliverables are specially commissioned and works made-for-hire, and that EDC is deemed the author for copyright purposes. Notwithstanding anything to the contrary, to the extent that ownership in the Deliverables or any part thereof does not vest in EDC as a work made for hire, Provider hereby irrevocably and exclusively assigns and transfers in whole to EDC all of its right, title and interest in and to the Deliverables. Provider hereby waives any rights to the Deliverables afforded by the U.S. Visual Artists Rights Act, and all so-called "moral rights" to the Deliverables afforded under the law of any country. Provider will, as EDC requests, execute documents required to vest ownership in all right, title and interest in and to the Deliverables in EDC. Provider will acquire all rights as necessary to provide EDC the rights agreed to be conveyed, and will appoint EDC as attorney-in-fact to execute required documents. Provider will treat Deliverables as EDC Confidential Information. Provider will not incorporate any works in the preparation of Deliverables unless such works and their owners (including the owners of any intellectual property rights embodied therein) are identified in advance and in writing to EDC. If such works consist of or incorporate any materials owned by third parties, Provider warrants that he/she has the authority to grant to EDC unrestricted rights and licenses, free of any claim of rights by any other person or entity.
- 8) EDC may terminate the Agreement for any reason with fourteen (14) days prior written notice. EDC will not be liable for any payments accruing after notice of termination without EDC's approval.
- 9) If the Scope of Work identifies any individual(s) as Key Personnel then no substitution for such individual(s) may be made unless mutually agreed upon by the parties. In the event Provider anticipates that any Key Personnel may become unavailable or have reduced availability to perform hereunder, Provider will give EDC reasonable notice of the same and justification in writing, sufficient to permit EDC to assess the impact of their unavailability or reduced availability. EDC reserves the right to approve or disapprove any substitutions for Key Personnel proposed by Provider.
- 10) Provider represents and warrants that it will perform the Services in accordance with industry standards and that the work product will be delivered to EDC with no restrictions or obligations that would impair EDC's rights under this Agreement. Additional Warranty for Work Product Containing Software: Provider further warrants and represents that all work product containing software that is delivered pursuant to this Agreement will conform to written specifications and will be free of "bugs", viruses or similar defects that would render the work product unfit for its intended use. Provider will have 15 business days to modify the work product so that it meets all written specifications and performs as the parties intended. In the event Provider is unable to deliver work product that is "bug" or virus free or otherwise does not conform to written specifications within 15 days following notice from EDC that the work product is unfit for its intended use, EDC may terminate this Agreement and withhold payment or receive a full refund of all payments made to Provider pursuant to this Agreement.
- 11) Notice of Delay. In the event Provider knows or has reason to know that any actual or potential situation is delaying or threatens to delay the timely performance of the Services required hereunder, Provider will immediately provide written notice thereof, including all relevant information, to EDC. Receipt of such notice by EDC will not constitute a waiver by EDC of the delivery schedule, or any of EDC's rights or remedies under this Agreement.
- 12) Force Majeure. The Parties to this Agreement will be excused from any performance required hereunder if such performance is rendered impossible or impracticable due to any catastrophes or

other major events beyond their reasonable control, including without limitation, war, riot and insurrection; laws, proclamations, edicts, ordinances or regulations; government shutdowns, strikes, lockouts or other serious labor disputes; and floods, fires, earthquakes, explosions or other natural disasters. A party affected by force majeure will take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay. The affected party will notify the other party of such event as soon as possible, providing evidence of the nature and cause of such event, and will similarly give notice of the restoration of normal conditions as soon as possible. When such events have abated, the Parties' respective obligations hereunder will resume; provided, however, that EDC may terminate this Agreement, at its option, if Provider is rendered unable to perform its obligations hereunder by an event or events of force majeure for more than a total of one hundred and twenty days (120) within any twelve-month period during the Term.

- 13) The failure of EDC to enforce any right under this Agreement is not a waiver of that right.
- 14) Provider may not transfer or subcontract any part of this Agreement to another party, without EDC prior written consent.
- 15) Provider agrees not to use the prime sponsor or EDC's name or make reference to any prime sponsor or EDC employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless Provider has received express written approval from EDC prior to such use.
- 16) This is the entire agreement with respect to its subject matter and there are no other agreements, either written or oral. It may be modified only by written amendment, executed by authorized representatives of both parties.
- 17) The interpretation of this Agreement and transactions or disputes under it shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A.
- 18) Sections 3, 4, 6, 7, 15 and 17 will survive termination of this Agreement.
- 19) Provider agrees to comply with all applicable federal laws and regulations including affirmative action, E-Verify, equal employment opportunity, use of human participants in research, prohibitions against supporting terrorism, prohibitions on human trafficking and prohibitions against discrimination, and, if the value of this Agreement is \$10,000 or more, Executive Order 13496, Notification of Employee Rights Under Federal Labor Laws, see 29 CFR Part 471, Appendix A to Subpart A. Provider hereby certifies that he/she is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and is not delinquent on any State or Federal tax. Provider will cooperate with EDC in its efforts to comply with all laws, regulations and any award terms and conditions imposed on EDC by the sponsor(s) of this project.

**If this project is funded by a federal contract Provider shall: a) abide by the requirements of 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities; and b) abide by the requirements of 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractor and subcontractors to employ and advance in employment qualified protected veterans.**