



REQUEST FOR PROPOSAL

Security Management Services

Fiscal Year 2013–2014

EDUCATION DEVELOPMENT CENTER, INC.

43 Foundry Avenue, Waltham, MA 02453-8313

The purpose of this Request for Proposal (RFP) is to invite prospective bidders to submit a proposal to provide security management services and training, as outlined below, to EDC's Headquarters and operations around the world through a number of Master Service Agreements. EDC currently works and expects to expand its operations in challenging environments, where the organization, personnel, and assets are vulnerable to a range of threats. To enhance preparation, management, and response, EDC seeks to identify security management firms to assist in various areas.

Work will be initiated by EDC, in consultation with the bidder, via Task Orders under a global Master Services Agreement. A Task Order will be used to outline a project-specific scope of work that obligates EDC to use the selected firm. The security provider will not render any services without a Task Order. The global Master Services Agreement will outline rates and maximum amounts to be spent under the contract without obligating EDC to use the selected firm. The International Security Director will supervise all work with the input and assistance of relevant program teams.

To address the broad nature of the scope of work, agreement(s) will be structured as time or material contracts. EDC will pay hourly or daily rates for work performed and reimburse travel and related expenses accrued by the firm.

Note

EDC may select more than one firm to provide security management services in order to leverage various companies' regional or subject-matter expertise. EDC anticipates that the global agreements will run for 24 months from October 2012–September 2014.

Background

EDC is a global nonprofit organization that designs, delivers, and evaluates innovative programs to address some of the world's most urgent challenges in education, health, and economic opportunity. Working with public-sector and private partners, we harness the power of people and systems to improve education, health promotion and care, workforce preparation, communications technologies, and civic engagement. EDC implements approximately 350 projects in 35 countries around the world.

Schedule of Events

The following schedule applies to this RFP, but may change in accordance with EDC's needs or unforeseen circumstances.

Issuance of RFP	July 25, 2012
Technical Questions/Inquiries Due	August 3, 2012, 5:00 PM EDT
Proposals Due	August 13, 2012, 5:00 PM EDT
Estimated Date of Selection Notification	August 24, 2012

Scope of Services Requested

To enhance security preparation, management, and response, EDC seeks to identify security management firms to assist in various areas including but not limited to:

1. Assessment of the security threats to projects in high-risk countries.
2. Assistance in rapid project start-ups, including deployment of security staff before or along with program staff to serve as the security manager and develop full-scope security support systems in high-risk locations.
3. Deployment to project offices to assist personnel during or following security incidents.
4. Assistance in operational security management for large-scale events and conferences.
5. Provision of Hostile Environment Awareness Training (HEAT), incident and crisis management training, and first aid training to personnel, which may be conducted in EDC's US offices in Waltham, Massachusetts and Washington, DC and in field offices.
6. Provision of ad-hoc advice on security or incident management as needed.

Security services may be provided to all projects, but the most likely locations where they will be needed are: Afghanistan, Pakistan, Myanmar, Philippines (Mindanao), Haiti, El Salvador, Honduras, Guatemala, South Sudan, Yemen, Libya, Lebanon, Somalia, Liberia, Côte d'Ivoire, Sierra Leone, Guinea, Mali, and the Democratic Republic of the Congo.

Evaluation Criteria

The evaluation of each response will be based on demonstrated competence, compliance, format, and organization.

1. Approach, thoroughness, and completeness of the proposal (25%)
2. References and past performance, especially with iNGOs (40%)
3. Regional expertise, including details on key personnel (25%)
4. Price (10%)

Proposals should include:

1. Description of positions and the services that each will likely deliver. Where available, sample resumes for personnel should be provided.

2. Labor rates for all positions.
3. Examples to justify statements about regional or subject-matter expertise.
4. Examples of experience working with Non-Governmental Organizations (NGOs) and development projects.
5. Examples of experience with security management in difficult developing world and conflict environments, including management of evacuations, medical emergencies, mass casualty incidents, kidnappings, and hostile detention.
6. General background on the company, including biographical information of senior management and staff who will work directly with EDC; location of headquarters and overseas offices; overall company staff size; and processes of staff recruitment, vetting, and training.
7. Detailed descriptions and dollar amount limits of all insurance and indemnity coverage.
8. Examples of instances in which company employees have used deadly force on behalf of a client or otherwise in the past five years.
9. Mobilization time frame.
10. Daily rates for positions likely to perform work on the contract.
11. At least two references from former NGO clients.

Firms are encouraged but not required to provide other examples of work such as country security assessments and sample security procedures.

EDC will send written e-mail notification to bidders selected to move into the negotiation phase and/or selected for an award. EDC will not notify bidders not chosen for either negotiation or an award.

Proposal Preparation Instructions

In responding to this RFP, the bidder accepts the responsibility to understand the RFP fully and make any inquiries of EDC to gain such an understanding. EDC reserves the right to determine, at its sole discretion, whether a bidder fully understands the RFP and to disqualify any bidder that does not. Such disqualification may extend to cancellation of an award once the award has been made at no fault, cost, or liability whatsoever to EDC.

EDC offers all information in this RFP in good faith. Individual items are subject to change at any time. EDC makes no certification that any item is without error. EDC is not liable for any use of the information or claims asserted therefrom.

EDC shall retain this RFP and all related terms and conditions, exhibits, and other attachments in original form in an archived copy. Any modification to these, in the bidder's proposal, is grounds for immediate disqualification.

EDC reserves the right to reject any and all bids and to consider bids for modification any time before awarding a contract. EDC is not liable for any costs associated with the preparation, submission, or presentation of materials sent in response to this RFP.

Communication

Electronic proposals are preferred. **Respondents are not to contact any EDC personnel directly with queries.**

All communication regarding this RFP must be directed to EDC by August 3, 2012, 5:00 PM EDT. Bidders' inquiries, questions, and requests for clarification related to the RFP are to be directed in English to:

Ira Russ

Director, International Security and Safety

IRuss@edc.org

+1 617-618-2623

Please note that one combined response to all the questions received will be provided to all the parties after August 3, 2012. Individual responses to questions will not be provided.

Final proposals in PDF format should be e-mailed by August 13, 2012, 5:00 PM EDT to:

Ira Russ: IRuss@edc.org

Jessica Miranda: JMiranda@edc.org

Binder Certification

This certification attests the bidder's awareness of and agreement to the content of this RFP and all provisions contained herein.

The bidder must ensure this certificate is duly completed and correctly executed by authorized officers in the bidder's company.

1. This proposal is submitted in response to EDC's RFP for Security Services in Pakistan. The undersigned, duly authorized officers, certify that:

(Bidder Name) agrees to be bound by the content of this RFP and to comply with the terms, conditions, provisions, and addenda referenced in this proposal in the event of an award. Any exceptions to this Agreement are stated in the RFP. The proposal shall remain in effect for a period of 90 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 a US federal entity. The undersigned agree to notify EDC of any change in this status until an award has been made under this procurement action.

3. The bidder, by checking the applicable box, certifies that:

(a) If the bidder is a US entity, 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.

(b) If the bidder is a non-US 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: _____

Signature: _____

Signature of Authorized Officers:

Name: _____

Signature: _____

Title: _____

Date: _____

Title: _____

Date: _____

Annex A: Sample Consultant Agreement General Terms and Conditions

1. Vendor or Consultant (“Provider”) agrees to perform services as set forth in the Scope of Work, attached hereto, and EDC agrees to pay Provider upon satisfactory completion of work and in accordance with the terms of this Agreement.
2. (a) If this is a time agreement, the Provider will maintain accurate records of time worked and expenses accrued for purposes of reimbursement. Provider will make these records available to EDC or its representatives upon reasonable request. Provider will not bill EDC for services paid by other entities or by EDC under any other agreement. Provider will submit invoices to the EDC Project Director within 30 days of completion of services. EDC will not process any invoice that is not supported by a fully executed agreement. Provider’s invoice format may be accepted as long as it includes all the information and documentation required in the EDC Invoice Format. Invoices that do not include all the required information and 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 30 days of acceptance of services by the EDC Project Director. Invoices that do not include the agreement number and a brief describing the services will not be paid.

(c) Travel costs will be reimbursed in accordance with EDC policy. The invoice must include itemized travel costs, the names of all travelers, and the dates and purpose of all trips.
3. Provider’s relationship to EDC is that of an independent contractor. Provider certifies that s/he will not present, allege, or claim in any manner whatsoever to third persons that s/he is employed by EDC. Provider further certifies that s/he makes their services available to the public through an independently established trade, occupation, profession, or business; is licensed as required by law or is part of a separate legally incorporated business; and does not have EDC as the sole client for this type of service. The parties agree that EDC does not have the right to instruct Provider on how to perform the services, Provider will not use EDC facilities to perform the services, and Provider is free to make business decisions affecting its own 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 for all payroll taxes and fringe benefits of its employees. Federal, state, local income, and payroll taxes of any kind will not be withheld or paid by EDC on behalf of Provider or its employees. Provider and its employees will not be eligible for or participate in any EDC employee pension, health,

welfare, or other fringe benefits plan. EDC will not obtain workers' compensation insurance to cover Provider or Provider's employees. If the work will be performed in the US, Provider certifies that relevant individuals are legally authorized to work in the US.

4. Provider indemnifies, defends, and holds EDC unaccountable for any 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 services under this Agreement.
5. Provider is advised to carry general comprehensive liability insurance of an amount consistent with industry standards.
6. All data, documentation, specifications, models, computer programs and code, and other technical and business information ("Confidential Information") furnished or disclosed to Provider by EDC 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 of confidentiality, 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. All written material, software programs, code and documentation, and tangible or intangible inventions ("Deliverables") arising out of the performance of this Agreement belong to EDC. Provider agrees that the Deliverables are specially commissioned works made-for-hire and EDC is deemed the author for copyright purposes. If any Deliverable(s) is determined not to be a work made-for-hire, this Agreement will be deemed an irrevocable assignment to EDC of copyright to the Deliverable(s). To the extent permitted by law, Provider waives rights to the Deliverables afforded under the US Visual Artists Rights Act, and all so-called "moral rights" to the Deliverables afforded under the law of any other country. Provider will, as EDC requests, execute documents required to vest ownership in EDC. Provider will acquire all rights necessary to convey EDC the agreed-upon rights, 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 in writing to EDC. If such works comprise or incorporate any materials owned by third parties, Provider warrants that s/he is authorized to grant unrestricted rights and licenses to EDC, free of any claim of rights by another person or entity.
8. EDC may terminate this Agreement for any reason with 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 individuals as Key Personnel, then no substitution for said individuals may be made unless mutually agreed upon by the parties. In the event that Provider anticipates any Key Personnel may become unavailable or have reduced availability to perform the services, Provider will give EDC reasonable written notice and justification of the same, so EDC may adequately assess the impact of this unavailability or reduced availability. EDC reserves the right to approve or disapprove of any substitutions of Key Personnel proposed by Provider.
10. Provider represents and warrants that it will perform services in accordance with industry standards, and the work product will be delivered to EDC with no restrictions or obligations that will impair EDC's rights under this Agreement. Under the Additional Warranty for Work Product Containing Software, Provider warrants that all work product containing software delivered pursuant to this Agreement will conform to written specifications and be free of "bugs," viruses, and similar defects that render it unfit for its intended use. Provider will have 15 business days to modify the product so it meets all written specifications and performs as intended. In the event that within 15 days of EDC notice that the product is unfit for its intended use, Provider is unable to deliver work product that is "bug-free," virus-free, or otherwise does not conform to written specifications, EDC may terminate this Agreement, withhold payment, or receive a full refund of all payments made to Provider pursuant to this Agreement.
11. EDC's failure to enforce any right under this Agreement is not a waiver of that right.
12. Provider may not transfer or subcontract any part of this Agreement to another party without EDC's prior written consent.
13. This is the entire Agreement with respect to its subject matter; there are no other agreements, either written or oral. The Agreement may be modified only by written amendment, executed by authorized representatives of both parties.
14. The interpretation of this Agreement and of the transactions and disputes herein will be governed by the laws of the Commonwealth of Massachusetts, USA.
15. Sections 3, 4, 6, 7, and 15 will survive termination of this Agreement.
16. 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. If the value of this Agreement is US \$10,000 or more, Provider also agrees to comply with 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 s/he 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 participate in EDC's efforts to comply with all laws, regulations, and award terms and conditions imposed on EDC by sponsor(s) of this project.