



Request for Proposal (RFP)

Education Development Center, Inc.

(Hereafter referred to as "EDC")

43 Foundry Avenue, Waltham, MA 02453-8313

Phone: 617-969-7100

edc.org

**Request for Proposal for Procurement of
Website Reconceptualization and Redesign**

Date of Issuance:
June 2, 2014

The information in this RFP is considered confidential and subject to the terms in the NDA.

Overview

EDC is an international nonprofit organization that designs, implements, and evaluates programs to improve education, health, and economic opportunity worldwide. Our work includes program development and implementation, research, training, educational materials development, 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. Our vision is to be a global expert at designing and implementing learning environments, at evaluating effectiveness, and at demonstrating superior results—enhanced by appropriate and innovative use of technology.

EDC is a decentralized organization, managing as many as 250 discrete, separately funded programs at once. Funding for the lion's share (90 percent) of EDC's programs is provided through government grants and contracts, with additional funding from foundations and corporate sources. EDC currently has more than 1,350 employees—about half in the United States and half overseas.

EDC's overall web presence includes the corporate website, three major division websites, unit websites, and hundreds of individual project websites.

The major deliverables for this project are 1) a reconceptualized and redesigned corporate website and 2) a master plan for EDC's entire web presence that will draw on the elements of the main site and will guide the future branding and design of EDC-affiliated sites. This plan will outline guidelines for a web system where all EDC websites are integrated in a logical, branded fashion.

Although EDC's current web platform is Drupal, Microsoft.Net and SharePoint platforms will be considered.

1. Purpose and Eligibility

1.1 Purpose

The purpose of this RFP is to invite offerors to submit a proposal for the reconceptualization and redesign of the corporate website edc.org, to be launched by December 31, 2014.

1.2 Eligibility

This RFP is open to qualified offerors.

2. General RFP 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.

2.2 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. All costs incurred in the preparation of proposals are the offeror's responsibility.
3. All materials submitted in response to this RFP shall become the property of EDC upon delivery to EDC.
4. Additional documentation may be required prior to selection.
5. The offeror and EDC will be bound by the terms of a non-disclosure agreement, which is included as Appendix E.

2.3 Schedule of Events for RFP

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.

Dates (all 5p.m., EDT)	Event
Monday, June 2	RFP issued.
Friday, June 6	Deadline for submission of: • Nondisclosure agreements and • Requests for any clarifications from to EDC
Tuesday, June 10	Estimated date for issuance of any clarifications by EDC.
Friday, June 13	Deadline for submission of proposals.
Wednesday, June 25	Estimated date for notification to offerors on proposal status.
Monday, June 30 – Friday, July 11	Interviews and oral presentations by top 3-5 scoring offerors.
Thursday, July 17	Estimated date for final award notification.

3. Proposal Submission and Selection

3.1 Offeror's Understanding of the RFP

By responding to this RFP, the offeror certifies that it 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 p.m.(EDT), June 6, 2014.

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 considered definitive until confirmed in writing by Daphne Northrop, EDC Director of Communications. In no case shall verbal communication govern over written communication. Offerors' inquiries, questions, and requests for clarification related to this RFP are to be directed via e-mail to: dnorthrop@edc.org.

All questions will be compiled into one document along with EDC's responses and sent to all offerors by 5:00 p.m. (EDT), on June 10, 2014.

3.3 Proposal Submission Requirements

Interested organizations are invited to forward their proposal to:

Daphne Northrop, Director of Communications

E-mail to dnorthrop@edc.org

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

- Executive summary (1 page)
- Full legal name of the company(s)
- Year the organization(s) was established
- Contact information for the person(s) EDC may contact regarding the proposal to include the following:
 - (a) individual(s) full name and title
 - (b) full office address
 - (c) telephone
 - (d) e-mail address
- A list of the offeror's key individuals including:
 - (a) the principal design and development professionals
 - (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 and/or delivery of the system and services. Please include details of each person's relevant experience and assignments in the past three years.
- Description of conceptual and technical capacity with examples of relevant work
- Description of project management approach and processes; preliminary thoughts on creative approach.
- Preliminary timeline with major milestones and deliverables for each milestone.
- Budget with breakdown of costs by service and identification of all additional costs.
- Names, e-mail addresses, phone numbers, and contact people at three similarly structured organizations who have been clients of the offeror during the last 24 months, on whom EDC can call as references. Offerors must also include a brief description of the project, including implementation specifics.
- 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.
- For any proposed subcontractors, please clearly describe the purpose of the arrangement, responsibilities of each party, including staffing, management, and proposed payment schedule.

3.4 Requirements

The successful offeror will show a demonstrated ability to provide the following:

1. Excellent information design and graphic design capabilities
2. Understanding of sophisticated websites as marketing and reputation-building tools
3. Superior understanding of SEO
4. Solid information architecture expertise with user-centric focus
5. Demonstrated technical ability in the proposed platforms
6. Experience with programming/theming and collaborating with in-house developers
7. Experience conceptualizing and executing interactive content

The firm's project manager will be responsible for communication between the firm and team leaders, ensuring that those deadlines are met and work is on budget.

3.5 Evaluation Criteria

An award selection committee will evaluate all proposal responses based on the criteria specified below. The purpose of this RFP is to identify the organization that has the interest, technical capability, and organizational capacity to cost-effectively supply the system and services within the project's timeline and budget.

Evaluation Criteria		Score Weight
1.	Expertise of Firm Understanding of and compliance with RFP. Reputation and demonstration of organization and staff (competence/reliability/responsiveness), past performance in timely and successful delivery of services and experience on similarly complex programs/projects. Expertise in content strategy, user experience. Compatibility of the offeror with EDC.	25
2.	Proposed Senior Project Management and Other Personnel Qualification of the staff, professional experience in the area of specialization, and past performance of those individuals.	15
3.	Approach and Methodology Conceptualization, strategy, planning, creativity, integration with EDC teams and systems.	10
4.	Creativity and Content Strategy Creativity regarding ways to engage audiences, ability to streamline, and maximize presentation of content.	25
5	Development Expertise and Capacity Demonstrated ability to execute complex website design in a cost effective and timely manner; capacity to build sites that are highly functional and maintainable; skill in creating sites that are streamlined and that maximize presentation of content.	25
Total		100

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

Cost will be evaluated, but will not be assigned a rating. The evaluation of cost will include a determination of cost realism, completeness, alliance with industry standards, and reasonableness. Cost realism is defined as the offers' 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 technical capacity.

3.6 Selection

The top 3-5 offerors will be invited to EDC to present their proposals in more detail and answer questions from the award committee. The selection of the organizations for participation in the oral presentation process will be at the sole discretion of EDC. The right is reserved to reject any or all proposals. Offerors will be notified in writing by EDC of the status of their proposals not later than June 25, 2014.

EDC may award one or more contracts resulting from this RFP to the offeror(s) whose quotation(s) conform to this RFP and offers the greatest value. EDC may also (a) reject any or all quotations, (b) accept other than the lowest cost quotation, (c) accept alternate quotations, and (d) waive informalities and minor irregularities in quotations received.

4. Technical Proposal

EDC currently is implementing its new five-year strategic plan, which has four key elements that impact our web presence: 1) Becoming more strategic and aggressive about marketing our bodies of work, expertise, and thought leaders, with the goal of bringing in new business and positioning EDC for greater impact; 2) Identifying ourselves in a new way—not by our divisions and products but by our bodies of work, which are topics such as STEM, early learning, chronic disease prevention; 3) Conveying a newly identified set of brand characteristics; 4) Creating an integrated, cohesive identity that captures the sum of all EDC's parts.

4.1 Site Audience

The primary audiences for the EDC website are primarily current and potential funders and partners, along with others:

- Federal and state agencies and their leaders
- Foundations
- Corporate sponsors
- Similar nonprofit organizations
- For-profit R&D firms
- Media
- EDC employees (half of whom are overseas in countries with less than optimal internet service, which may influence "heaviness" of design)
- EDC Board of Trustees

4.2 Website Goals

The new website will function as a tool to accomplish the following:

- Advance EDC's strategic goal of diversifying funding and developing new business.
- Create and deepen relationships with key EDC's audiences, funders, partners, and media by offering ways for them to engage with EDC's ideas, people, events, products.
- Reflect EDC's position as a leader in improving education, health, and economic development worldwide.
- Reflect EDC's position as a technologically sophisticated and forward-thinking partner.

- Convey our distilled brand characteristics of being trusted in our abilities to demonstrate impact, leverage technology resources, promote research-based interventions, and build scalable solutions.
- Convey our expertise in an estimated 10 bodies of work (see Appendix A) and lead visitors to the key examples and products of this work.

4.3 Master Plan for Overall Web Presence

The goal of the master plan is to lay out a hierarchy and design scheme, with accompanying guidelines and templates, for the various kinds of EDC-affiliated websites. This includes a single corporate site that encompasses what is currently a main EDC site and three separate division sites (see edc.org, ltd.edc.org, hhd.edc.org, and idd.edc.org). Division sites are now maintained separately from the main site; going forward we want one single corporate site that also reveals division-specific content as a subset of the site.

The plan will provide common brand elements and components that provide some level of common tie-ins for the wide diversity of EDC project websites. While these sites often have to address funder branding requirements that affect the degree to which EDC's brand can dominate the site, some elements should be used on all sites to brand them as EDC. Additionally, we have "institute" sites that need a separate identity as standalone institutes but also identify them as EDC sub-brands (e.g., cct.edc.org, oceansofdata.org, mpi.edc.org). With such guidelines in hand, EDC will be able to present a more coherent public face on the Web.

4.4 Site Content and Maintenance

Content for the site will be created by the EDC Office of Communications, working in conjunction with the selected vendor and others on new content strategies, refinement of messaging, video content, and more.

EDC expects to take over maintenance and future development of this site.

4.5 Key Site Elements

The new site will be engaging and visually compelling and will feature the following:

- Dynamic content that presents EDC's bodies of work (see Appendix A) and brand characteristics using such features as articles, photos, videos, calendar, resources media coverage, blog entries, map of program activity
- Best SEO practices
- Opportunities for engagement (e.g., comments, sign-ups, purchases, and other interactive tasks)
- Best social media practices that align our web presences with our business objectives
- Capability to pull from related databases
- Responsive design
- 508 compliance
- Simplified interface for content administrators to create/update site content

4.6 Deliverables and Process (see Appendix B)

EDC proposes the following high level sequence for website development; offerors' proposals can suggest alternatives and/or refinements:

- Following preliminary meetings, concept brief that refines approach, strategy, scope, etc.
- Content strategy developed in conjunction with Communications staff
- Information architecture

- Wireframes
- Technical architecture design for server requirements and integration with other EDC systems
- Three concepts for creative, responsive design of information architecture, graphic look and feel, navigation, and page templates.
- Honed versions of preferred designs
- Final designs
- Theme that implements the design, if applicable
- Site development
- Following execution and review of usability tests, necessary modifications based on results
- Comprehensive documentation
- Deployment support
- A master plan that includes guidance and templates for sub sites—EDC division sites, other key sub-brands.

5. Price Proposal Requirements

All organizations must submit a breakdown of costs to supply, implement, and support the system described in this RFP. All offerors must provide a certification of price validity through November 1, 2014. The total estimated amount for the contract in response to this RFP is \$200,000. Revealing of EDC's cost estimate for the contract does not mean that offerors should necessarily strive to meet the maximum amount.

5.1 Price Proposal Format and Delivery Schedule

Your price proposal must be submitted in the template provided in Appendix B, Pricing Summary Template. It must include all costs necessary for a fully functioning website, including additional items that EDC will need to provide, such as additional hardware and software, and customization costs that offeror recommends. Market-based estimates may be used for items that will not be directly provided by the offeror.

6. Offeror Certification

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

**Appendix A: EDC Major Bodies of Work
May 2014 (subject to refinement)**

Body of work	DEFINITION
Early Childhood Development and Learning	Programs and services that assure children have the cognitive, physical, intellectual, and social-emotional support they need at the individual, institutional and systems levels to be successful when they enter formal schooling
Literacy and Basic Education	Offerings that address foundational education needs including literacy, basic reading, writing, and critical thinking skills from the perspective of both the student and teacher
STEM	Innovative learning materials and other forms of support for STEM education, leading to a vibrant STEM workforce, with a special focus on science and mathematics
Non-Formal and Alternative Learning Systems	Programs and services that support learning across the lifecycle, outside of formal academic environments
Leadership and Capacity Building	Services and tools that improve leadership and organizational capacity at the individual, institutional and system levels
Workforce Development	1. Preparing youth for participation in the workforce 2. College preparation and college-to-career transitions 3. Professional development, especially for healthcare and education professionals
Injury, Violence, and Suicide Prevention	Offerings for the support of professionals addressing injury, violence and suicide prevention, and for those who may be affected directly. Our work in this area spans advocacy and national convenings, as well as a range of materials and tools.
Mental Health and Aging	Programs and capacity building to promote the utilization, delivery, and coordination of geriatric mental health care.
Substance Abuse Prevention and Treatment	Offerings for both caregivers and lay people to both prevent and treat various forms of substance abuse.
Chronic Disease Prevention and Control	Resources for both healthcare providers and patients in the prevention and management of chronic disease.
HIV, Sexual and Reproductive Health	Programs that address HIV/AIDS care continuum, HPV/STD, High-risk sexual behaviors, teen pregnancy prevention in clinical and education settings. Curricula, training and media efforts around the world.

Appendix B: Pricing Summary Template

Total Price Summary

Please provide a price summary as displayed below, as well as a narrative describing how the price was calculated. **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.

Please provide a price quote that is divided by phase of the project and by project role, calling out the key roles. Please name staff you expect to perform each role and rates. Please note: if you need to change staff for any reason during the project, you will be expected to use staff with similar background, training, and qualifications. Any extra costs incurred due to staff changing during the project shall not be billed to EDC.

Description of functions	Deliverables	Timeline/ Deadlines	Labor (Salary and wages including all fringe benefits and fees/profits)	Amount
PROJECT MANAGEMENT Project management (PM) to include all cost estimating, budget tracking, being our contact person, establishing and tracking a timeline that designates deliverable/milestone dates. Schedule and scope management. PM should also include overseeing full process from initial design through final development.	Scope of Work including budgets and timelines Status and budget updates			
CONCEPT DEVELOPMENT Discussion of approach, content strategy, site elements GRAPHIC DESIGN To include wireframe designs, initial creative responsive designs based upon content strategy. Designer designs and constructs web pages/sites including incorporation of graphic user interface features and other techniques	Concept brief Content strategy brief Master plan Wireframes Initial designs (3-5) Rounds of design (up to 5) Final design			

INFORMATION DESIGN/ARCHITECTURE Information design/architecture—content strategy consultation: This includes taking our strategy and concept brief and developing an overall vision for the site that will enhance our position and align with our business goals. Providing overall concepts, establishing site architecture and suggesting agile navigation options.				
DEVELOPMENT All technical site development	Complete functional site, with all database and structural elements, HTML/CSS theming, and other code as required Thorough documentation to enable EDC to take over maintenance of the site			
QA Including QA/testing (vendor) and fixes after EDC QA and testing	Bug reporting process Test Plans Initial quality review before hand-off			
Other Costs Travel, transportation, per diem and miscellaneous travel costs Allowances Equipment and supplies Subcontracts Training Costs Any other direct cost				
Total price				

Detailed Budget and Budget Narrative

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

- All costs for each deliverable including any and all costs from the categories listed below which are necessary to complete the deliverable; and

- Each cost within a budget category (e.g., within the 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
- 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: 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.

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

Appendix C: 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 through November 1, 2014.

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 D 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)
☐ 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 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://www.dnb.com/us/duns_update/. There is no charge for this registration.*

Appendix D: 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 SB's criteria for the NICS (<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 U.S. 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 SB'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 SB'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 E: Nondisclosure Agreement
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is dated as of the *[Offeror to fill-in date]* _____ and is by and between *[Offeror to fill-in company name]* _____, a (business entity) having a place of business at *[Offeror to fill-in company address]* _____, 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, proprietary information about EDC's strategy, business operations, and marketing plans, along with details of EDC's operational processes and technology practices.

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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 fill-in Company Name]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____