Request for Proposals No. 12434.01

Education Development Center, Inc.  
(Hereafter referred to as “EDC”)

Request for Proposals for the Procurement of
External Evaluation Services

Date of Issuance:
August 10, 2021
Education Development Center, Inc. (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.

**STEM Opportunities in Prison Settings (STEM-OPS)** is a National Science Foundation (NSF) INCLUDES alliance (Award # 1931045) with the goal of increasing access to STEM education and careers to people who are, or had been, incarcerated. Launched in September 2019, STEM-OPS will soon complete its second year of a grant that, with contingent funds, will continue for three additional years. This RFP announces a competition to identify an external evaluator for STEM-OPS, a role previously provided by another firm. The selected Offeror is anticipated to continue this work to the completion of the STEM-OPS grant funding from NSF, with potential funds available through August 2024.

All communications regarding this RFP must be directed to EDC.

**1. Purpose and Eligibility**

**1.1 Purpose**

EDC is seeking proposals from qualified Offerors for evaluation services. The selected offeror will conduct the external evaluation of STEM-OPS activities and outcomes. Areas of Offeror’s responsibility are described in the Statement of Work (SOW).

A subcontract will be issued for all the deliverables.

Anticipated period of performance: October 15, 2021-August 31, 2024 (34 1/2 months)

Maximum budget: $375,000

**1.2 Eligibility**

This procurement is open to all qualified U.S. research and evaluation organizations.

**2. 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.

<table>
<thead>
<tr>
<th>LINE</th>
<th>TIME</th>
<th>DATE</th>
<th>TIME TABLE</th>
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<tbody>
<tr>
<td>A</td>
<td>5pm ET</td>
<td>August 10, 2021</td>
<td>RFP issued</td>
</tr>
<tr>
<td>B</td>
<td>5pm ET</td>
<td>August 19, 2021</td>
<td>Deadline for questions submitted to EDC</td>
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<tr>
<td>C</td>
<td>5pm ET</td>
<td>August 28, 2021</td>
<td>Estimated date for issuance of responses to questions</td>
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<tr>
<td>D</td>
<td>5pm ET</td>
<td>September 21, 2021</td>
<td>Deadline for submission of proposals</td>
</tr>
<tr>
<td>E</td>
<td>5pm ET</td>
<td>Oct 1-8, 2021</td>
<td>Interviews (if necessary)</td>
</tr>
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</table>
3. Additional information about STEM-OPS and the evaluation opportunity

STEM-OPS is an alliance led by five core partners: Operation Restoration, Princeton University's Prison Teaching Initiative (PTI), From Prison Cells to PhD (P2P), the Initiative for Race Research and Justice at Peabody College at Vanderbilt University (RRJ), and Education Development Center (EDC). EDC is the prime organization of the grant with oversight of all subawards and subagreements, including the contract for the evaluation.

The work of STEM-OPS is steered by our vision statement: “All persons impacted by the carceral system are able, and encouraged, to pursue a culturally responsive and equitable high-quality STEM education and career.” Through original research and activities to develop and provide tools and resources for the field, STEM-OPS intends to establish a sustainable, national network that expands pathways into STEM education and careers through the creation of program modules, tools, in- and out-of-prison STEM education experiences, and events and convenings for the prison education community and the public at large. STEM-OPS will also shed greater light on the experiences that perpetuate the school-to-prison pipeline to reshape the dominant narratives that perpetuate a lack of access to STEM education and careers at all stages of our education system.

The overarching goals of STEM-OPS:

1) Through the creation of a national collective-impact network of partners, improve access to STEM education and careers for people who are, or have been, incarcerated.

2) Through research, understand the conditions and factors that limit access to STEM professions and examine the previous K-12 STEM experiences of people impacted by incarceration to identify practices, relationships, and policies that contributed to successes and challenges.

3) Build and disseminate a toolkit for institutions intending to establish STEM education programs in correctional facilities and programs to support people who had formerly been incarcerated into STEM careers. The toolkit will include tools, frameworks, and strategies for:

   • Developing models of STEM programming in prisons that incorporate cultural responsiveness and social justice approaches
   • Selecting and training instructors for cultural sensitivity and asset-based approaches
   • Bringing stakeholders together and collaborating around building STEM programs
   • Supporting transitions into STEM careers for people who were formerly incarcerated.

4) Support the implementation of tools, frameworks, and strategies in the toolkit to fit local contexts and needs.

5) Expand valuable elements of STEM programs that enhance employability.

6) Build a culturally responsive platform for connecting previously incarcerated, and potentially currently incarcerated, job/intern seekers with STEM employment and internship opportunities.

4. Scope of Work:

4.1. Evaluation Areas of Focus
The selected offeror will work with STEM-OPS stakeholders to identify indicators and outcomes and conduct data collection, analysis, and reporting to evaluate progress in these areas:

1) Ongoing assessment of the development of an effective collaborative infrastructure aligned with the goals of the STEM-OPS alliance. This will include evaluation of communication and leadership structures among the core partners of STEM-OPS, as well as activities intended to expand and build a national alliance with membership beyond the core partners.

2) Examine the development and use of tools, products, and resources created and disseminated by STEM-OPS.

3) Examine how STEM-OPS activities and outcomes are designed and implemented to support improved equity (e.g. is participation in STEM-OPS programming equitable across race, gender, and other categories? Are outcomes of STEM-OPS activities equitable across groups?).

We expect initial evaluation activities to include developing a set of questions to drive the evaluation that incorporates and refines these topics.

The selected offeror will demonstrate expertise in approaches that:

- Use formative evaluation findings to support learning by STEM-OPS leadership to inform strategic decision-making;
- Test the efficacy and influence of STEM-OPS activities towards our goals;
- Prioritize cultural responsiveness evaluation methods that elevate the interests, questions, and perspectives of people who are directly impacted by incarceration.

4.2. STEM-OPS activities anticipated to be incorporated into the evaluation plan.

The exact design and activities for the evaluation will be determined collaboratively with EDC (and through discussions with the STEM-OPS alliance leadership) as an initial activity under the resulting contract to the selected offeror. Here, we provide a description of major STEM-OPS activities that are underway or anticipated as part of our work over the next three years to establish a national alliance. Proposals should highlight evaluator past experiences related to these activities and potential approaches for including these activities in the STEM-OPS evaluation.

- The launch, implementation, and dissemination of products of STEM-OPS Working Groups. Each Working Group is organized to address a need in the field identified through STEM-OPS activities in years 1 and 2. Initial Working Groups are currently being planned which focus on: mentoring for reentry, STEM research internships, and the use of technology in prison-based STEM education. Additional Working Groups will be launched in subsequent years. Through the development and dissemination of tools and resources, Working Groups are intended to increase access to STEM education and careers in the field.

- Develop and maintain a public system of shared measures and database informed by work conducted in years 1 and 2. This work is in the beginning stages and the selected offeror is expected to have a role in guiding the identification of indicators and benchmarks aligned to STEM-OPS goals, and support STEM-OPS in developing a public system of shared measures and database (costs for development of the database will be paid by EDC and are not part of the evaluation budget).
• Launch and maintenance of a **STEM-OPS project website**. The website will serve as a dissemination hub for STEM-OPS products and as a platform for STEM-OPS convenings, webinars, podcasts, reports, and foster communications and interaction among Working Group members.

• Host annual **STEM-OPS convenings** to an expanding audience of stakeholders (the initial convening was held in February 2021). The convenings are a major component of the STEM-OPS strategy for sharing what is being learned and organizing a sustainable community of stakeholders with common goals.

• **Dissemination and use of findings from original research** conducted by STEM-OPS partners. Original research is being conducted by STEM-OPS partners to investigate a variety of questions within the field.

### 4.3. Additional evaluation competencies that should be described in the proposal

In addition to competencies related to the goals outlined above, please include in the proposal descriptions of relevant experience and potential evaluation approaches which demonstrate:

• Experience working with the primary, intended beneficiaries of STEM-OPS activities: People currently or formerly impacted by incarceration and people from populations traditionally excluded from STEM education and careers.

• Use of culturally responsive evaluation methods that elevate the voices of a range of stakeholders, including the intended beneficiaries.

• An understanding of and experience in the evaluation of “collaborative infrastructure” and/or “collective impact” initiatives, in particular involvement in the development of shared measurement systems.

• Use of formative evaluation strategies that promote learning from evaluation findings for clients.

• Rigorous study of the influence or impact on related outcomes by initiative activities and products, resources, and research.

### 4.4. The proposal should also plan and budget for participation in these required activities

• Attendance at bimonthly STEM-OPS leadership meetings.

• Collaboration with STEM-OPS leadership and participation in reporting and presentations to NSF INCLUDES program staff (in annual and quarterly reports, a 2023 2-day reverse site visit presentation to NSF program staff, and potentially occasional other activities)

• Participation in the NSF INCLUDES National Network, including attendance at the annual NSF INCLUDES annual convening and involvement in online Hub affinity groups.

### 5. Proposal Submission and Selection

#### 5.1 Submission guidelines

Please respond to the request with a proposal (not to exceed 12 pages) that outlines: (1) the applicant’s qualifications & expertise; (2) relevant experience and/or understanding of topics and goals of STEM-OPS; (3) anticipated evaluation approach; (4) key personnel and rationale for staffing, and anticipated FTE for key personnel; and (5) project timeline. Also attach CVs for key personnel (not included against the 12-page limit, please limit CVs to three pages per person).

#### 5.2 Offeror’s Understanding of the RFP

In responding to this RFP, the Offeror fully understands the RFP in its entirety and allows for making inquiry to EDC as necessary to gain such understanding. Clarification questions must be submitted by potential Offerors—
in writing—by the date and time designated in Line A of the Chart in Section 2.3. Responses will be published in writing and shared with 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. 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.

5.3 Communication

Verbal communication shall not be effective. In no case shall verbal communication govern over written communications.

Offerors’ inquiries, questions, and requests for clarification related to this RFP are to be directed in writing by the date and time listed in Line A of the Chart in Section 2.3 to:

Education Development Center, Inc.
Attention: Neil Schiavo
E-mail: nschiavo@edc.org

Offerors should indicate the following as the subject of the email: “Response needed: Inquiry regarding STEM-OPS Evaluation Proposal”

5.4 Proposal Submission

Proposals must be provided on the Offeror’s letterhead or stationery and must be delivered via email to:

Education Development Center, Inc.
Attention: Neil Schiavo
E-mail: nschiavo@edc.org

- Proposals must be received by EDC by the date and time designated in Line C of the Chart in Section 2.3.
- The technical proposal and the cost/price proposal must be sent in separate emails.
- The Proposals’ email subject line must be “Proposal Submission: STEM-OPS Evaluation” and must include the number of emails (for example, Email 1 of 2, Email 2 of 2, etc.) in the subject line.
- The Proposal itself must include all documents required by the RFP in Word, Excel, or PDF. All documents must be attached to the email message(s); all attachments must be clearly labeled and numbered sequentially in order for EDC to review the Proposal.
- The Offeror must send all the required documentation on the same day and in the same timeframe.

It is the responsibility of the Offeror to ensure that the proposal is delivered to EDC by the deadline date listed in Section 2.3, Step C.

5.5 Complete Proposals

EDC will determine which proposals include the components required by the RFP and are considered to be a complete proposal. Please note that although EDC will determine certain proposals to be complete, this determination does not signify that an award will be made to one or any of the Offerors with complete proposals.

5.6 Minimum Requirements and Evaluation Criteria
5.6.1 Minimum Requirements

Offerors must meet the following minimum requirements:

- Demonstrated experience leading and completing evaluations of multi-organization initiatives.
- Previous experience in evaluation of STEM education and/or workforce development initiatives.
- Ability to travel to event locations in the United States, as needed, and in accordance with safety precautions.
- Expertise in evaluation of initiatives focused on equity and culturally responsive evaluation methodologies.
- Expertise in supporting ongoing learning by clients throughout the course of the evaluation.

Offerors that do not meet the minimum requirements listed above will not be considered eligible for potential funding and, therefore, proposals from these organizations will not be further evaluated. Proposals from organizations that meet the minimum requirements will be evaluated based on the following criteria listed below.

5.6.2 Evaluation Criteria

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 “Scope of Work”. EDC will evaluate proposals in accordance with this section and intends to award a contract to the responsible Offeror whose proposal represents the best value to EDC. “Best value” is defined as the offer that results in the most advantageous solution for EDC.

The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below.

Technical Evaluation Criteria:

<table>
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<tr>
<th>Technical Criteria</th>
<th>Description</th>
<th>Maximum Points</th>
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| Past Performance                         | • Include past performance that demonstrates Offeror is able to deliver services of a similar or larger scope on time and in a satisfactory manner.  
• Past experiences and demonstrated expertise in sections 4.1-4.3, in particular, experience leading evaluations related to: STEM education and workforce development; people directly impacted by incarceration; and/or collective impact.  
• Include experience evaluating the work of non-profit organizations. | 40             |
<p>| Proposed evaluation activities          | • Description of proposed evaluation activities and methods reflect an understanding of project goals and scope. | 20             |
| Technical and managerial                | • Qualifications of evaluation team reflect expertise and experience relevant to project goals. | 20             |</p>
<table>
<thead>
<tr>
<th>Technical Criteria</th>
<th>Description</th>
<th>Maximum Points</th>
</tr>
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<tbody>
<tr>
<td>qualifications and experience</td>
<td>• Evaluation team membership reflects a range of backgrounds and experiences, including representation of different racial, gender, and ethnic identities, and evaluators who have been directed impacted by incarceration.</td>
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</tbody>
</table>
| Soundness of the management approach and timelines | • Includes a sound and feasible approach to assure the quality of services.  
• Clear approach for collaboration and communication with STEM-OPS leadership.  
• Budget narrative and justification are aligned with proposed activities and project priorities.                                                 | 20             |
| Total                                          |                                                                                                                                                                                                          | 100            |

Proposed costs will be evaluated but will not be assigned a rating. 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 technical capacity.

### 5.6.3 Competitive Range

EDC may establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances, EDC may determine that the number of most highly rated proposals that might otherwise be included in the Competitive Range exceeds the number at which an efficient competition can be conducted. Should that be the case, EDC may then limit proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. EDC may also conduct interviews with only the most highly rated offerors. EDC may exclude a proposal if it is so deficient as to essentially require a new technical proposal. EDC may exclude a proposal so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. EDC may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

### 5.7 Selection

This procurement utilizes the tradeoff process set forth in FAR 15.101-1. EDC is not obliged to award a contract on the basis of lowest proposed cost, or to the Offeror with the highest technical evaluation merit. For this procurement, Technical Proposal merits are considered significantly more important than cost factors. After the final evaluation of proposals, EDC will then consider cost factors and issue the contract to the Offeror whose proposal offers the best value. EDC may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price. Proposals should not exceed the maximum amount of funding available for this contract ($375,000 over 34 ½ months, beginning Oct. 15, 2021).

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 are necessary. Discussions may include oral presentations provided by the Offeror.

6. General Information

6.1 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.

NAICS Code: The NAICS Code for this procurement: 611710

6.2 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 therefrom.
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. Additional documentation may be required prior to selection.

6.3 Inspection and Acceptance

Under any contract awarded in response to this RFP, EDC may inspect and test the deliverables to determine whether such deliverables conform to the terms of the contract and its attachments. Unless otherwise agreed to in writing by EDC, EDC shall have a right to inspect deliverables for conformity before payment or acceptance of such deliverables, in accordance with Section 2-513(1) of the UCC. Payment for deliverables made before inspection for conformity shall not constitute an acceptance of such deliverables or impair EDC’s right to inspect such deliverables or any of EDC’s remedies, in accordance with Section 2-512(2) of the UCC.

7. Warranty

By submitting a proposal in response to this RFP, all Offerors expressly warrant that:

- All deliverables delivered under any contract resulting from this RFP will be merchantable, new, suitable for the uses intended, of the grade and quality specified, free from all defects in design, material and workmanship, conform to all samples, drawings, descriptions and specifications furnished, and be free of liens and encumbrances and that the use, distribution or resale of deliverables by EDC will not infringe any third party's patent, trademark, trade secret, copyright, or any other proprietary, intellectual property or other right held by any third party.
- None of the deliverables delivered under any contract resulting from this RFP will be counterfeit.

The warranties set forth shall not be waived by reason of the acceptance of deliverables or payment therefore by EDC.

8. Proposal Requirements

8.1. Technical Proposal Requirements
All proposals in response to this RFP must include the following:

- A detailed proposal of services and products to be provided to EDC, including a narrative addressing EDC’s needs as outlined in Section 5.1 and Sections 4.1-4.4.
- An organizational capacity statement outlining the Offeror’s institutional capability in relevant project activities and the Offeror’s financial and administrative capability and experience.
- A description of similar work performed by the Offeror. The similar work should demonstrate previous experience in event/hospitality planning for non-profit organizations.
- A list of qualified professional personnel proposed under the Offeror’s proposal, including details of their relevant experience and relevant assignments in the past three years.
- The names and telephone numbers of persons authorized to conduct negotiations.

8.2 Business/Price Proposal Requirements

All Offerors must submit a cost breakdown for completing the work described in this RFP (reference Attachment B – Budget Template). All Offerors must provide a price guarantee that the proposal price remains valid for 270 days.

8.3 Budget Narrative

As part of the business proposal and aligned with the budget, all Offerors must provide a budget justification. See Subcontractor Budget Narrative Definitions, Attachment C for guidance.

9. Organizational Information and Offeror Certification

In order for a proposal to be considered, the Offeror must complete and submit the Subcontractor Organizational Representations, Certifications and Definitions Form, Attachment F to this RFP, and submit all the attachments required by the form.

10. Attachments

Review and complete the attachments requested in this RFP. Additional attachments are for your information.

Attachment A – Proposal Requirements Checklist – please submit with your proposal
Attachment B – Budget Template
Attachment C – Budget Narrative Definitions
Attachment D – Subcontractor Business Proposal Cover Letter
Attachment E – Sample Laws and Regulations Incorporated by Reference, Certifications and Warranties
Attachment F – Organizational Representations, Certifications, and Definitions
Attachment G – Subcontractor Conflict of Interest Information and Certification
Attachment H – General Contact Information
Attachment A – Proposal Requirements Checklist

Please include this checklist with your proposal.

Name of offeror: _____

<table>
<thead>
<tr>
<th>Items to be included with Proposal</th>
<th>Submitted Y/N and location in Proposal</th>
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<tbody>
<tr>
<td>RFP Section 4.2: highlight of evaluator experience</td>
<td></td>
</tr>
<tr>
<td>RFP Section 4.3: description of additional evaluation competencies</td>
<td></td>
</tr>
<tr>
<td>RFP Section 5.1: all required documentation that does not exceed page limits</td>
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<tr>
<td>RFP Section 8.1: Technical Proposal Requirements: all required documentation</td>
<td></td>
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<tr>
<td>RFP Section 8.2: Business Proposal Requirements: all required documentation</td>
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<tr>
<td>Attachment A: Proposal Requirements Checklist</td>
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<tr>
<td>Budget and Budget Narrative: reference Attachments B and C</td>
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<tr>
<td>Attachment D: Subcontractor Business Proposal Cover Letter</td>
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<tr>
<td>Attachment F: Organizational Representations, Certifications and Definitions</td>
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<tr>
<td>Attachment G: Subcontractor Conflict of Interest Information and Certification</td>
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<tr>
<td>Attachment H: General Contact Information</td>
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</tbody>
</table>
Attachment B – Budget Template

Offerors must 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, must be organized consistent with the cost categories specified below. If there is no proposed cost in a particular category, include 0 for that category.

<table>
<thead>
<tr>
<th>Price Summary</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Direct Labor</td>
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<tr>
<td>Salary and Wages</td>
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<tr>
<td>Fringe Benefits</td>
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<tr>
<td>Consultants</td>
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<tr>
<td><strong>Other Direct Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Travel, Transportation, Per Diem and Miscellaneous Travel Costs (Visas, inoculations, etc.)</td>
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<tr>
<td>Allowances</td>
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<tr>
<td>Equipment and supplies</td>
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<td>Subcontracts</td>
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<td>Training Costs</td>
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<tr>
<td>Any Other Direct Cost</td>
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<tr>
<td><strong>Indirect Costs</strong></td>
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<tr>
<td><strong>Total Cost (Direct Labor</strong></td>
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<tr>
<td><strong>Plus Other Direct Costs</strong></td>
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<tr>
<td><strong>Plus Indirect Costs</strong></td>
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<tr>
<td><strong>Fee/Profit</strong></td>
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<tr>
<td><strong>Total Price (Total Cost Plus Fee/Profit)</strong></td>
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ATTACHMENT C – SUBCONTRACTOR BUDGET NARRATIVE DEFINITIONS

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, and broken down by hours.

**Loaded Labor Rates:** Describe the components of each of the hourly rates you are supplying, and how they are constructed, i.e., what bases any components such as overhead or G&A (General & Administrative) are applied to. Examples of components would be base salary, fringe, rent, telecommunications, overhead, G&A.

**Fringe Benefits:** If fringe benefits are provided for as part of an organization’s indirect cost rate structure, a copy of the organization’s Negotiated Indirect Cost Rate Agreement must be included in the cost proposal. If fringe benefits rates are not included in the organization’s Negotiated Indirect Cost Rate Agreement, a detailed cost breakdown by benefit types must be provided, and an explanation of what work that entity would perform.

**Consultants:** For any proposed consultant, a budget line item for the proposed subcontract must be included in offerors budget, and an explanation of what work that entity would perform.

**Subcontracts:** For any proposed subcontract, a budget line item for the proposed subcontract must be included in offerors budget, and an explanation of what work that entity would perform.

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

**Travel:** Include the proposed number of trips, origin and destination cities, airfare, per diem, and transportation. The travel estimates for Offeror’s travel should be broken out separately from the EDC meeting costs.

**Indirect, Overhead, and/or General & Administrative (G&A) Costs:** If the offeror has a Negotiated Indirect Cost Rate Agreement, these 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 rates for these costs 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.

**Profit:** Describe how any profit is calculated. Profit must be shown as a separate element in the budget breakdown.

**Fee:** Describe how any fee is calculated. Fee must be shown as a separate element in the budget breakdown.
Attachment D – Business Proposal Cover Letter

Please copy and paste the information below onto your Company letterhead and fill in the areas in brackets. Note: at a minimum, Subcontractor’s Business Proposal Cover Letter must include the following information:

[Subcontractor Letterhead]

[Date]

Eden Badertscher  
Education Development Center, Inc.  
43 Foundry Avenue  
Waltham, MA 02453

RE: National Science Foundation, NSF INCLUDES Alliance: STEM Opportunities in Prison Settings (STEM-OPS) Evaluation Subcontractor

Dear [Name],

I am pleased to provide this Business Proposal Cover letter on behalf of <<Organization Name>> to be a subcontractor on EDC’s response to the referenced NSF Cooperative Agreement evaluation partner request for proposals.

Our proposal submission is valid for a period of 270 calendar days from the date of receipt of offers. <<Name and Title>> is available to discuss contractual matters and may be contacted at <<Phone>> or via email at <<email>>.

<<Organization Name>>’s DUNS number is <<xxxxxxxxxx>>.

<<Organization Name>>, by submitting this proposal and executing any subcontract that results from this proposal, affirms it will comply with and will be subject to the requirements for contracts in the applicable National Science Foundation (NSF) Cooperative Agreement Financial and Administrative Terms (CAFATC), or the Research Terms and Conditions (RTC) “Appendix B Subaward Requirements” and “Appendix C National Policy Requirements” in effect as of February 12, 2019. Additionally we agree to comply with Sections 2 CFR § 200.216 from the revised 2 CFR § 200 effective August 13, 2020.

We understand that EDC will not waive these clauses or issue any subcontract that does not contain these clauses.

We look forward to this opportunity to collaborate with EDC on this important work.

Sincerely,

[Name, Title]
ATTACHMENT E – SAMPLE LAWS AND REGULATIONS

Sample Laws and Regulations Incorporated by Reference, Certifications and Warranties

The following laws and regulations, terms and conditions are incorporated herein by reference as though set forth in full text. Should there be any inconsistency among these requirements, special conditions contained in the Prime Cooperative Agreement, any other NSF guides, brochures, etc., and/or this Subcontract, the matter should be referred to the EDC Agreement Officer, who will consult NSF’s Agreement Officer as appropriate.

Whenever necessary to make the context of the federal regulations in this Appendix applicable to this Subcontract the terms of those regulations are modified as follows: the term “Grantee” means “Subcontractor”; “Foundation” or “NSF” means “EDC”; “Grant,” “Project,” or “Award” means “Subcontract”; “NSF Program Director” means “EDC’s Project Director”; “NSF Grant Officer” means the EDC Agreement Officer; and “Grantee’s Authorized Organizational Representative” means “Subcontractor’s Agreement Officer”; except that the terms “NSF,” “Foundation,” “NSF Grants Officer,” and “NSF Program Officer” retain their meaning relative to acknowledgement of support and disclaimer, patent rights, copyrights, audits, national security, and liability or when a right, act, authorization or obligation can be granted to or performed only by the government.

The following instances are exceptions to the general rules of construction as provided in the preceding paragraph:

1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime awardee specifically;

2. Where an explicit provision of this Subcontract states a contrary intent;

3. Where interpretation in accordance with the rules stated above would place EDC in a position of violating the equivalent or related provisions of the Prime Cooperative Agreement, whereas construction of the terms without modification would not.

Subcontractor is subject to the requirements for contracts in the applicable Cooperative Agreement Financial and Administrative Terms (CAFATC), or the Research Terms and Conditions (RTC) “Appendix B Subaward Requirements” and “Appendix C National Policy Requirements” in effect as of the effective date of the Cooperative Agreement found at: https://www.nsf.gov/awards/managing/award_conditions.jsp?org=NSF.

The following is an example of the RTC matrices for illustrative purposes:
By signing or accepting payment under this Subcontract, Subcontractor certifies that it complies or will comply with the following laws and regulations, as applicable:

1. Non-Discrimination Statutes

The Subcontractor is subject to the provisions of Title VI of the Civil Rights Act of 1964 [42 USC §§ 2000d et seq.], Title IX of the Education Amendments of 1972 [20 USC §§ 1681 et seq.], the Rehabilitation Act of 1973 [29 USC § 794], the Age Discrimination Act of 1975 [42 USC §§ 6101 et
seq], Equal Employment Opportunity [E.O. 11246], Limited English Proficiency (LEP) [E.O. 13166] and all regulations and policies issued by NSF pursuant to these statutes. Specifically, in accordance with these statutes, regulations and policies, no person on the basis of race, color, national origin, sex, disability, or age shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the Subcontractor.

By signing this Subcontract, the Subcontractor Authorized Organizational Representative is providing the requisite Certification of Compliance with National Science Foundation Nondiscrimination Regulations and Policies. This Nondiscrimination Certification sets forth the nondiscrimination obligations with which all grantees must comply. These obligations also apply to subrecipients and contractors under the Subcontract. The Subcontractor, therefore, shall obtain the NSF Nondiscrimination Certification from each organization that applies to be or serves as a subrecipient or contractor under the Subcontract (for other than the provision of commercially available supplies, materials, equipment or general support services) prior to entering into the arrangement. Additional information may be found in PAPPG Chapter XI.A.

2. Debarment and Suspension (E.O. 12549 and E.O. 12689) — No contract may be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transaction. Subcontractor certifies to the best of its knowledge and belief that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
   b) Have not, within a three-year period preceding the Effective Date of this Subcontract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
   d) Have not within a three-year period preceding the Effective Date of this Subcontract had one or more public transactions (federal, state, or local) terminated for cause or default; and
   e) Have obtained any prior approvals necessary to enter into this Subcontract.

Subcontractor will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transaction” without modification, in
4. **Certification Regarding Lobbying.** As required by 34 CFR 82, Subcontractor further certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid, or will be paid, by, or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subcontractor will complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

Subcontractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5. **Drug-Free Workplace.** Subcontractor certifies that it will comply with the Drug-Free Workplace Act of 1988 (41 USC 701 et seq., as amended), implemented in 41 USC 701 et seq.

6. **Dual Compensation of staff.** Subcontractor may not use its Subcontract to pay a project staff member for time or work for which that staff member is compensated from some other source of funds.

7. **Conflict of Interest.** Subcontractor certifies compliance with the Conflict of Interest requirements of the NSF Proposal and Award Policies and Procedures Guide Chapter IX Grantee Standards. NSF requires that “each grantee institution employing more than fifty persons to maintain an appropriate written and enforced policy on conflict of interest and that all conflicts of interest for
each award can be managed, reduced or eliminated prior to the expenditure of the award funds. If
the institution carries out agency-funded research through subawardees, subcontractors,
contractors, or collaborators, the institution must take reasonable steps to ensure that: a) the entity
has its own policies in place that meet the requirements of this policy; or b) investigators working
for such entities follow the policies of the primary institution.”

If Subcontractor will require its Investigators to comply with Subcontractor’s financial conflicts of
interest policy, by execution of this Subcontract, Subcontractor certifies that its policy complies with
the Conflict of Interest Policies in the NSF Proposal and Award Policies and Procedures Guide
Chapter IX Grantee Standards.

If Subcontractor does not have a policy that complies with the NSF Proposal and Award Policies
and Procedures Guide Chapter IX Grantee Standards, then Subcontractor must complete the
“Subrecipient Research Conflict of Interest Certification Form,” found in Appendix C of EDC’s
Conflict of Interest policy (http://go.edc.org/policy) and return it to the EDC Agreement Officer
with this Subcontract.

In either case, Subcontractor will report any financial conflicts of interest to the EDC Agreement
Officer and assist EDC in the preparation of sponsor reports, as required by NSF and EDC. Such
reports will be made prior to expending any funds authorized by this Subcontract and within 45
days of any subsequently identified financial conflict of interest in order to permit EDC to report
timely reports to the sponsor. In the event Subcontractor discloses a financial conflict of interest,
Subcontractor may not expend any funds until the EDC Agreement Officer has notified
Subcontractor in writing that its plan to mitigate the conflict is acceptable. Subcontractor will be
required to submit annual reports that address the status of the financial conflict of interest and any
changes to the management plan for the duration of the project period. Financial conflicts of
interest reports must include sufficient information to enable EDC to understand the nature and
extent of the financial conflict, and to assess the appropriateness of Subcontractor’s management
plan. Elements of the report shall include, but are not necessarily limited to the following:

- Funding agency;
- EDC project number;
- Project Title;
- Federal award number and the EDC File Number;
- Project director/principal investigator name;
- Name of the Investigator with the financial conflict of interest;
- Name of the entity with which the Investigator has the financial conflict of interest;
- Nature of the financial interest (e.g. equity, consulting fee, travel reimbursement,
  honorarium);
- Value of the financial interest (dollar ranges are permissible: $0-$4,999; $5,000-$9,999;
  $10,000-$19,999; amounts between $20,000-$100,000 by increments of $20,000; amounts
  above $100,000 by increments of $50,000), or a statement that the interest is one whose
value cannot be readily determined through reference to public prices or other reasonable measures of fair market value;

- A description of how the financial interest relates to the NSF-funded research and the basis for Subcontractor’s determination that the financial interest conflicts with such research; and

- A description of the key elements of the Subcontractor’s management plan, including:
  - Role and principal duties of the conflicted Investigator in the research project;
  - Conditions of the management plan;
  - How the management plan is designed to safeguard objectivity in the research project;
  - Confirmation of the Investigator’s agreement to the management plan;
  - How the management plan will be monitored to ensure Investigator compliance; and
  - Other information as needed.

EDC may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If Subcontractor was aware of a potential conflict of interest prior to entering into this Subcontract, or discovered an actual or potential conflict after entering into this Subcontract and did not disclose or misrepresented relevant information to the EDC Agreement Officer, EDC may terminate this Subcontract for default or pursue such other remedies as may be permitted by law or by this Subcontract.

8. **Political Activities of Employees.** Federal statutes relating to political activities of employees whose principal employment activities are funded with federal funds: 5 U.S.C. Sections 1501-1508 and 7324-7328.

9. **Human Subjects.** As applicable, Subcontractor is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this Subcontract, and Subcontractor agrees to comply with the NSF regulation 45 CFR 690 - Protection of Human Subjects.


11. **Responsible Conduct of Research.** In accordance with Section 7009 of the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science (COMPETES) Act (42 U.S.C. 1862o–1), Subcontractor must have a plan in place to provide appropriate training and oversight in the responsible and ethical conduct of research (RCR) to undergraduates, graduate students, and postdoctoral researchers who will be supported by NSF to conduct research. Training plans are subject to review, upon request. Subcontractor must designate one or more persons to oversee compliance with the RCR training requirement. Subcontractor is responsible for verifying that undergraduate students, graduate students and postdoctoral researchers supported by NSF to conduct research have received training in the responsible and ethical conduct of research, in accordance with the plan the Subcontractor has put in place for their
organization. Subcontractor shall ensure that these RCR requirements flow down to all subrecipients, or are otherwise appropriately addressed in the Subcontract instrument.

12. **Central Contractor Registration and Universal Identifier Requirements 2 CFR Part 25.** In accordance with the Office of Management and Budget guidance published in the Federal Register (FR) September 14, 2010 on Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 FR 22706, Subcontractor may not receive a Subcontract until Subcontractor has provided its DUNS number to EDC.

13. **Kaspersky Prohibition.** Subcontractor is prohibited from contracting for hardware, software, and services developed or provided by Kaspersky Lab, and successor entity to Kaspersky Lab; any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or any entity of which Kaspersky Lab has majority ownership.


Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232) prohibits the head of an executive agency from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain the equipment, services, or systems prohibited systems as identified in section 889 of the NDAA for FY 2019.

(a) In accordance with 2 CFR 200.216 and 200.471, all awards that are issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

COVERED FOREIGN COUNTRY means the People’s Republic of China.

15. Domestic preferences for procurements. As appropriate and to the extent consistent with law, Subcontractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 2 CFR 200.322.

16. Prohibition on Providing Funds to the Enemy. If this Subcontract has an estimated value over $50,000 and will be performed outside of the United States, including its outlying areas, Subcontractor must exercise due diligence to ensure that none of the funds, including supplies and services, received under this Subcontract are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR Part 180.300 prior to issuing a subaward or contract and; Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless EDC provides written approval to continue the subaward or contract. In addition to any other existing examination-of-records authority, EDC and the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
ATTACHMENT F — SUBCONTRACTOR ORGANIZATIONAL REPRESENTATIONS, CERTIFICATIONS and DEFINITIONS

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.

A. Organizational Information:
   Full legal name of the offeror’s company: ______
   Year the Offeror’s company was established: ______

   Contact information regarding the proposal:
   a. Individual’s full name and title: ______
   b. Full office address: ______
   c. Telephone number: ______
   d. Fax Number: ______
   e. Email Address: ______

   Offeror’s Dun & Bradstreet Number (if applicable): ______

This proposal is submitted in response to an RFP issued by EDC. The undersigned is a duly authorized officer, hereby certifies that ______ (Offeror’s 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 270 calendar days as of the Due Date of the RFP.

1. Is your organization a U.S. organization or an organization incorporated in another country?  □ U.S.  □ incorporated in another country:

2. What is your organization type?
   □ institution of higher education
   □ state agency
   □ local government agency
   □ tribal government
   □ hospital
   □ nonprofit organization (that is not one of the types listed above)
   □ for-profit organization
   □ other:

   For for-profit organizations incorporated in the United States, do you self-identify as any of the following business types? Please check any that apply.
   Our organization self-identifies as (reference Definitions):
   □ Small Business
   □ Small Disadvantaged Business
   □ Women-owned Small Business
   □ Veteran-owned Small Business
□ Service-Disabled Veteran-owned Small Business
□ HUBZone Small Business
□ We do not self-identify as any of the above types of businesses.

3. Tax Identification Number (TIN):

4. Dun & Bradstreet number (DUNS):

5. If your organization includes indirect costs in budgets, does your organization have a Negotiated Indirect Cost Rate Agreement (NICRA) with a U.S. government agency?
   □ yes; please see attached
   □ indirect costs are included in our budget, but we do not have a NICRA
   □ indirect costs are included in our budget; we plan to apply for a NICRA or are in the process of applying for a NICRA
   □ indirect costs are not included in our budget

B. 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.

C. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020) (FAR 52.204-24)

Provider agrees to comply with Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232) and Federal Acquisition Regulation subpart 4.21, and 52.204-25 “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” (AUG 2020) which prohibits procuring or obtaining covered telecommunications equipment, services, or systems produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company or any subsidiary or affiliate of those companies. Provider will not provide any prohibited services or equipment to EDC. If Provider discovers any covered equipment or services are being provided during the contract performance, then within one business day of such discovery the Provider must notify EDC and provide any information required for compliance purposes.

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

Name:    ____________  Title:    ____
Signature:  ___________________________  Date:    ____
THE UNDERSIGNED OFFEROR CERTIFIES THAT THE INFORMATION CONTAINED WITHIN THIS DOCUMENT IS ACCURATE CURRENT AND COMPLETE TO THE BEST OF ITS KNOWLEDGE.

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DEFINITIONS

Small Business (SB)

The Small Business Administration (SBA), for most industries, defines a "small business" either in terms of the average number of employees over the past 12 months, or average annual receipts over the past three years. In addition, SBA defines a U.S. small business as a concern that: is organized for profit; has a place of business in the US; operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor; is independently owned and operated; and is not dominant in its field on a national basis. The business may be a sole proprietorship, partnership, corporation, or any other legal form. In determining what constitutes a small business, the definition will vary to reflect industry differences, such as size standards (reference NAICS [www.census.gov/eos/www/naics/]).

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.


Anchorage Native Corporation:

Any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2). Please see http://www.ncai.org/tribal-directory/alaska-native-corporations for additional information.

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/.
ATTACHMENT G

SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION

The Subcontractor, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under any contract resulting from Request for Proposal Number 12434.01, issued by Education Development Center for the Procurement of External Evaluation Services that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Subcontractor further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government’s satisfaction, such conflict of interest (or apparent conflict of interest).

Subcontractor’s Name: _____

RFP No.: 12434.01 __________________________________________

Signature: ______________________________________________________________________________________

Name: _____

Title: _____

Date: _____
ATTACHMENT H

Subcontractor Information Sheet

Dear Proposed Subcontractor,

In order to ensure that EDC has accurate contact and organizational information for your organization, please provide the information requested below and return this form with your proposal.

Incomplete forms, or forms without the required attachments, may cause significant delays. If your organization has previously completed this form within the past year and there have been no material changes, please check the appropriate box on the signature page of this form and return it to EDC.

=================================================================
Attachment H – General Contact Information - To Be Completed by Proposed Subcontractor

1. Full legal organization/business name:
2. Address:
3. Telephone number:
4. Fax number:
5. E-mail address:
6. Website:
7. Name of person completing this form:
8. Does your organization carry insurance? Yes ☐ No ☐

**Personnel Contact Information**

EDC understands that personnel may hold one or more of the positions below depending on your organization’s structure; if the same person holds more than one position, it is not necessary to repeat that person’s title, telephone number, and e-mail address in every box.

1. Project Director for this subcontract:

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2. Contact for contractual matters:

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3. Contact to receive legal notices:

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4. Authorized signatory:

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Request for Proposals No. 12434.01
Modification 01
Questions and Answers

Education Development Center, Inc.
(Hereafter referred to as “EDC”)
Request for Proposals for the Procurement of
External Evaluation Services

Release Date of Modification 01
August 30, 2021

Original Date of Issuance:
August 10, 2021
Questions and Answers:

1. **Do STEM-OPS stakeholders refer to the five core partners or should we apply a broader definition?**

   **Answer:** A broader definition which includes people outside of the five core partner organizations who are connected to the goals of STEM-OPS.

2. **What can you share about the work of the previous evaluator?**

   **Answer:** Several questions were received regarding the previous evaluator—this response consolidates those responses:

   - We cannot provide the name of the previous evaluation firm. The firm is no longer in operation, but we have negotiated an agreement with the former principal to meet with and provide support to the selected evaluator.
   - We are currently working with the previous evaluator to receive all data that were collected. The data, instruments, plans, and reports from the previous evaluation firm will be made available to the selected evaluator.
   - Evaluation activities in year-one focused on evaluating STEM-OPS efforts to establish a shared vision for STEM-OPS and a cross-organizational infrastructure and communication plan. Few evaluation activities were conducted in year two.
   - Also, the National Science Foundation INCLUDES coordination Hub has recently developed a survey for all NSF INCLUDES project which is aligned to the elements of collaborative infrastructure. The results of the first administration of this survey (from April 2021) will be shared with the selected evaluator, and it is expected that this survey will be administered, by the NSF INCLUDES Hub, each year (which should reduce some burden from the selected STEM-OPS evaluator).

3. **Is one of the Technical Evaluation Criteria named “Technical and managerial qualifications and experience” or is that two separate criteria, “Technical and managerial” and “qualifications and experience”? The table was split across pages 7 and 8 of the RFP.**

   **Answer:** Please read this as “technical and managerial qualifications and experience”

4. **Can the new evaluator include a consultant or subcontractor in their budget?**

   **Answer:** Yes
5. **Can you provide additional clarification around which activities the evaluator will conduct vs. which activities are to be evaluated in Sections 4.1 and 4.2? Are the activities described in 4.2 program activities which the evaluator will need to evaluate, or are they activities you would like to include in the evaluators scope of work?**

   **Answer:** Activities listed in section 4.2 are activities that are being conducted by the five core partners of STEM-OPS and expected to be evaluated. The evaluator will NOT be involved in carrying out these activities.

6. **With five core partners and an external evaluator, could EDC please explain how they envision these groups working together as a team (e.g., decision-making and roles/responsibilities within the project) and how the partners would work with the external evaluation team?**

   **Answer:** We have cross-organizational structures in place, including an executive committee (responsible for overall strategic vision and sustainability and responding to NSF and other funder requests); a steering committee (which oversees various components of the work) and ad hoc subcommittees (targeted to specific tasks/goals). The selected evaluator will join the monthly meetings of the executive committee as part of monitoring progress towards our strategic goals, and likely occasionally attend meetings of the other groups as well as part of evaluating our development of an effective collaborative infrastructure.

7. **To what extent will the five core partners engage in the evaluation activities? Is there an anticipated amount of time for their participation in the evaluation activities that has been shared with the five core partners?**

   **Answer:** Members of the five core partners will all be involved in the evaluation as users of the findings as well as potential participants the evaluators will involve in their work. In the past, members have completed surveys and participated in interviews in response to requests from the evaluation, as well as completed work-style inventories.

8. **When will EDC know whether continued funds are available? Is there a sustainability plan in place for the programming post-2024?**

   **Answer:** Funds for project years 4 and 5 will be released as part of approval of our annual reports to NSF (approximately in June-August each year). A comprehensive sustainability plan is not in place at this point but is one of the areas of focus for our executive committee.

9. **Is there a specific demographic targeted within the population of those who are/have been incarcerated?**
Answer: No, in our current activities we do not target a specific demographic among people who have been incarcerated, although an important basis for our work is the fact that the population of people who are incarcerated is made up predominantly of populations that are underrepresented in STEM education and careers.

10. What prison education programs does STEM-OPS currently work with?

Answer: Groups and individuals participate in STEM-OPS in different ways so this is a difficult question to answer succinctly. People from over 60 different organizations have participated in our activities. We have a variety of higher education in prison programs represented in our network. As a collaborative network, STEM-OPS has not, to date, worked directly to design prison education programs; rather STEM-OPS activities bring together members across the network to collaboratively develop solutions to systemic problems limiting STEM access to education and careers for people currently or formerly incarcerated.

11. Does EDC already have an IRB package in place or is this something the evaluation partner will be responsible for developing and securing?

Answer: The answer to this question depends on the specifics of the data collection strategy of the selected evaluator, in particular if data is planned to be collected from people who are currently in incarcerated. EDC will work closely with the selected evaluator to take the appropriate actions.

12. One of the minimum requirements listed is “Ability to travel to event locations in the United States, as needed, and in accordance with safety precautions.” What safety precautions does EDC currently have in place?

Answer: This was an acknowledgement of the unpredictable nature of travel due to the ongoing effects of COVID 19. We will work with the selected evaluator to confirm when in-person travel is safe and appropriate. Currently, our meetings and events have been online, although we intend to resume some in-person meetings and events as soon as it is responsible to do so.

13. What events should potential Offerors anticipate travel for in the budget proposal?

Answer: Proposals should include funds for these travel requirements:

- In years 3, 4, and 5, plan for in-person representation at the STEM-OPS annual convening (locations TBD).
- In years 3, 4, and 5, plan for travel to Washington DC for a 1-2 day, in-person NSF INCLUDES convening.
- In year 4, plan for travel to Washington DC for a 2-day meeting with an NSF INCLUDES advisory panel as part of a “reverse site visit.”
- You may budget for additional travel dependent on your proposed data collection plan.

14. Are any additional appendices allowed beyond CVs and attachments listed in the RFP?

Answer: No, although additional information may be requested as part of an interview process with short-listed offerors.

15. The hyperlink tie to “collaborative infrastructure” on pg. 4 of the RFP led to a page saying access was denied. Can you reshare the link or materials the URL was associated with?


Also, additional resources on the NSF INCLUDES model of “collaborative infrastructure” can be found on the website of the national network: https://www.includesnetwork.org/home (access may require free registration).

16. What is your intended use for the findings of this evaluation?

Answer: Beyond what is included in the RFP, we expect to work with the selected evaluator on a continuous basis to articulate how evaluation findings will be used and applied in our work.

17. Are you able to provide more details about the STEM-OPS convening held in Feb 2021? What were some key takeaways and opportunities for growth?

Answer: We have generated reflections and some feedback data from attendees from the first convening. A more comprehensive and in-depth account can be provided to the selected evaluator. The convening confirmed that there is great interest in the focus of our work, a need for research on the strategies we are developing, and that there are many potential partners who are willing to advance the work. We determined that we need more time for planning the next convening, and, if the next convening is also online, we learned some strategies for supporting a better experience for attendees.

18. How often do you hope to conduct the STEM-OPS convenings?

Answer: We anticipate that these will be annual- approximately in spring each year.

19. How will the evaluation team be expected to engage in the convenings?
Answer: The evaluation team is expected to be present at the convening. The exact role and engagement of the evaluation team at the convening will depend on the final evaluation plan (for example, data may be collected at the convening, as determined by the final evaluation plan).

20. Other than convenings, has STEM-OPS tried other activities to expand their community of stakeholders?

Answer: Yes, we have presented a small number of webinars, a community-based systems-mapping process that engaged over 50 community stakeholders, conducted a series of affinity groups in years 1 and 2, and will soon launch working groups.

21. Among the requested activities is “Launch and maintenance of a STEM-OPS project website. The website will serve as a dissemination hub for STEM-OPS products and as a platform for STEM-OPS convenings, webinars, podcasts, reports, and foster communications and interaction among Working Group members.” Does EDC have a platform already that the evaluation partner is expected to maintain?

Answer: The website is an activity of the STEM-OPS core partners that will be evaluated—it is not expected that the selected evaluator will be involved in maintaining the website.

22. Is experience working with people currently or formerly impacted by incarceration a requirement or a preference?

Answer: A preference.

23. The Technical Proposal requirements state that the proposal should include “A description of similar work performed by the Offeror. The similar work should demonstrate previous experience in event/hospitality planning for non-profit organizations.” Is the part about event/hospitality planning correct?

Answer: This was included in error! It was a remnant from the template that we used for the RFP. Please disregard and apologies for any confusion.

24. Budget format clarification – The budget template includes rows for costs based on direct labor, other direct costs, indirect costs, and identify fee/profit. As a for-profit organization, this is a non-traditional way for us to budget for projects. Would it be sufficient to provide our fully-loaded hourly rates for our staff consultants?

Answer: It is required that the budget be presented in the provided format.

25. What has already been developed in the evaluation? Is there a theory of change or other similar documentation?
Answer: We have developed a strategy map, which needs further elaboration as well as clearly identified indicators and measures; we have also created a community-based systems-map that describes the system of factors that inhibit or support access to STEM education and careers for directly impacted people. Both maps were created through processes that included input from all core partners and other stakeholders. The maps, as well as other relevant documents that could inform creating indicators will be shared with the selected evaluator.

26. Likewise, what should we know about where you are in your workplan at this stage related to the activities in 4.2?

Answer: Each of those activities are roughly in the beginning stages. We have some estimates that we can share: We anticipate the launch of the working groups in September-November 2021 and the launch of the public website in Sept 2021. Planning for shared measures and the annual convening are in the first steps. Dissemination of research is not anticipated until 2022.

27. How do you hope the research component of your work (Goal #2) intersects with the evaluation?

Answer: We hope this will intersect in two ways: 1) evaluation of the use and dissemination of research led by STEM-OPS partner organizations, and 2) the evaluation results are also expected to be shared as research on the effectiveness of STEM-OPS approaches as part of STEM-OPS contribution to expanding the knowledge base related to our work.

28. For the assessment of the collaborative infrastructure, are you using any models of collaboration that we would use to center measurement? For example, a collective impact model, etc.

Answer: The evaluation should prioritize the NSF INCLUDES model of collaborative infrastructure, although our work is also strongly informed by the model of collective impact from FSG.

29. Do you have a definition of equity that you are working from?

Answer: We have developed different statements of our shared goals that guide our work, including the vision statement included in the RFP- however, we do not have a definition of “equity,” specifically.

30. Re: Item 4.3 What is anticipated with "rigorous study of influence or impact on related outcomes by initiative activities and products, resources and research"? Specifically,
"rigorous" can have particular and different meanings for different folks. What are hopes underlying this item?

Answer: We use the word “rigorous” to indicate our hope that the evaluation results will provide the strongest evidence possible, within the budget and other limitations for study, on the influence of STEM-OPS activities on our outcomes.

31. We see that proposal price remains valid for a period of time (8.2) but it is also anticipated that final plans will be collaboratively developed. Can you share how you plan to approach this?

Answer: We expect a period of good faith negotiations as we work with the selected provider to finalize the work plan and deliverables from their proposal to fit within the budget provided.

32. We see definitions of various disadvantaged businesses; how does this come up in proposal review?

Answer: This will not be part of the proposal evaluation.

33. EDC is a highly respected firm known for conducting large-scale evaluations. I am curious why EDC is outsourcing this project? Is there a quality or skillset that EDC looking for in an evaluator or firm that might not be available within EDC?

Answer: We believe our goals are best supported by an external evaluator.

34. Are STEM-OPS bi-monthly meetings virtual? If in-person, where are they held?

Answer: The meetings are virtual and were held remotely prior to COVID, since representatives are spread around the country. It is anticipated that the meetings will continue to be held virtually throughout the duration of the project.

35. Once STEM-OPS metrics are identified, will each partner be responsible for data collection within its own organization, or is the evaluator expected to collect all data?

Answer: Likely a mix. For example, partner organizations collect some relevant data already and working groups are also expected to be involved in collecting data to measure progress in their areas of focus.

36. From how many physical sites will data be collected?

Answer: The number of physical sites for data collection is not predetermined. The evaluator may use a mix of in-person and remote data collection strategies.
37. NSF allows up to 10% indirect for firms without a negotiated federal indirect rate. Does that rule apply for this project? That is, if we do not have a federally negotiated indirect rate and indirect costs are 10% or less, must all indirect expenses be provided as line items and a 2-years’ of financial statements included in proposal materials?

Answer: Yes, you may apply a 10% indirect cost without any additional information needed.

38. Could you clarify what is meant by "A subcontract will be issued for all the deliverables?" Does that mean each deliverable is paid in a separate contract, or that the vendor is expected to have a subcontractor work on each deliverable?

Answer: This refers to the subcontract that will be created between EDC and the selected evaluator. In that subcontract, payments will be tied to the completion of specific deliverables.

39. What is the anticipated level of involvement between the evaluator and STEM OPS working groups? How involved will working groups be in the evaluation?

Answer: Please include a proposed plan for evaluation of the working groups in your submission. We would expect that the selected evaluator will provide findings on the process applied by the working groups to develop their products, and, when products are completed, to assess the dissemination of these products and their utility in other settings.

40. Is the design of the website part of the scope of work? If there is any clarification that EDC can provide about this activity, it would be helpful.

Answer: No. Website design and maintenance is an activity that is in the scope of work for EDC and the other core partners of STEM-OPS. The evaluation plan will include attention to how the website contributes to STEM-OPS’s overall goals.

41. Is EDC open to approaches outside of formative evaluation (other methods of data collection) to support the work?

Answer: Yes! Please propose whatever approach you think works best given your understanding of the goals and activities of STEM-OPS.

42. Can the new evaluator include a consultant or subcontractor in their budget?
**Answer:** Yes.