

**Education Development Center, Inc.
(Hereafter referred to as "EDC")
Request for Quotations for Procurement of
Portable Speakers**

Date of Issuance:
September 30, 2015

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

The Advancing Youth Project provides educational opportunities to out-of-school youth across 6 counties of Liberia. EDC's work on the Advancing Youth Project is funded by the United States Agency for International Development (USAID); organizations submitting quotations in response to this Request for Quotations (RFQ) have no relationship with USAID under the terms of this RFQ or any resultant contract. All communications regarding this RFQ must be directed to EDC.

1. Purpose and Eligibility

1.1 Purpose

The purpose of this RFQ is to invite prospective offerors to submit quotations for hardware, specifically portable speakers and spare parts that will be used to play audio recordings within Ministry of Education schools.

EDC will be recording audio lessons onto Secure Digital (SD) cards in MP3 format which will be used with the speakers. The speakers will be positioned for playing in the classroom setting to learners.

1.2 Eligibility

This procurement is open to offers from organizations which are incorporated or legally organized under the laws of one of the following countries, operating as a going concern in one of the following countries and either (1) is managed by a governing body, the majority of whom are citizens or lawful permanent residents of one of the following countries or (2) employs citizens or lawful permanent residents of one of the following countries in more than half its permanent full-time positions and more than half of its principal management positions:

the United States, **Liberia**, Afghanistan, Angola, Armenia, Bangladesh, Belize, Benin, Bhutan, Bolivia, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Republic of Congo, Côte d'Ivoire, Djibouti, Arab Rep. of Egypt, El Salvador, Eritrea, Ethiopia, Fiji, The Gambia, Georgia, Ghana, Guinea, Guinea-Bissau, Guatemala, Guyana, Haiti, Honduras, India, Indonesia, Iraq, Kenya, Kiribati, Dem. Rep. of Korea, Kosovo, Kyrgyz Republic, Lesotho, Lao PDR, Madagascar, Malawi, Mali, Marshall Islands, Mauritania, Moldova, Mongolia, Morocco, Mozambique, Fed. Sts. of Micronesia, Myanmar, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Papua New Guinea, Paraguay, Philippines, Rwanda, Samoa, São Tomé and Príncipe, Senegal, Sierra Leone, Solomon Islands, Somalia, Sudan, Sri Lanka, Swaziland, Syrian Arab Republic, Tajikistan, Tanzania, Timor-Leste, Togo, Tonga, Turkmenistan, Tuvalu, Uganda, Ukraine, Uzbekistan, Vanuatu, Vietnam, West Bank and Gaza, Rep. of Yemen, Zimbabwe, and Zambia.

2. General Information

2.1 Original RFQ Document

EDC shall retain the RFQ, 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 RFQ Provisions

1. All information provided by EDC in this RFQ 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 RFQ does not under any circumstances commit EDC to pay any costs incurred by the offeror in the submission of a quotation. This is the offeror's responsibility.
3. All materials submitted in response to this RFQ shall become the property of EDC upon delivery to EDC.
4. Additional documentation may be required prior to selection.
5. All quotations in response to this RFQ and other communications related must be done in English.

2.3 Schedule of Events

The following schedule applies to this RFQ but may change in accordance with EDC's needs or unforeseen circumstances. Changes in this timeline will be announced as formal modifications to the RFQ and will be posted at www.rfpdb.com and www.emansion.gov.lr.

TIME	DATE	Time Table
4:00 pm Monrovia, Liberia time	October 7, 2015	Deadline for submission of questions to EDC. Questions must be submitted in writing via email to jakinyi@edc.org .
4:00 pm Monrovia, Liberia time	October 9, 2015	Estimated date for issuance of responses by EDC. All Questions will be answered in a modification to the RFQ which will be posted at www.rfpdb.com . Offerors may also contact Jane Akinyi Oduor at jakinyi@edc.org to obtain a copy of the modification.
4:00 pm Monrovia, Liberia time	October 14, 2015	Deadline for requesting an Excel version of Annex D.
4:00 pm Monrovia, Liberia time	October 15, 2015	Deadline for submission of quotations and samples for the speakers being offered.

2.4 Inspection and Acceptance

Under any contract awarded in response to this RFQ, EDC may inspect and test the commodities to determine whether such commodities 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 commodities for conformity before payment or acceptance of such commodities in accordance with Section 2-513(1) of the Uniform Commercial Code ("UCC"). Payment for commodities made before inspection for conformity shall not constitute an acceptance of such commodities or impair EDC's right to inspect such commodities or any of EDC's remedies, in accordance with Section 2-512(2) of the UCC. Commodities rejected or commodities in excess of the quantities ordered may be returned to the selected offeror at the selected offeror's expense.

3. Quotation Submission and Selection

3.1 Offeror's Understanding of the RFQ

In responding to this RFQ, the Offeror fully understands the RFQ in its entirety and in details, including making any inquiries to EDC as necessary to gain such understanding. Clarification questions must be submitted by potential offerors—in writing—by the date and time specified in Section 2.3. Responses will be published in a modification to the RFQ which will be posted at www.rfpdb.com and on

www.emansion.gov.lr. Offerors may also contact Jane Akinyi Oduor at jakinyi@edc.org to obtain a copy of the modification. EDC reserves the right to disqualify at its sole discretion any offeror who submits a quotation that is not responsive or that demonstrates less than such 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.

3.2 Communication

Verbal communication shall not be effective unless formally confirmed in writing by the EDC Contact Person in charge of managing this RFQ process. In no case shall verbal communication govern over written communications.

Offerors' inquiries, questions, and requests for clarification related to this RFQ must be directed in writing, in English, before the date and time specified in Section 2.3 to:

Education Development Center, Inc.
Attention: Jane Akinyi Oduor
E-mail: jakinyi@edc.org

Offerors may request an Excel version of Annex D. Request must be sent in writing no later than the date and time specified in Section 2.3 to:

Education Development Center, Inc.
Attention: Jane Akinyi Oduor
E-mail: jakinyi@edc.org

3.3 Quotation Submission

All quotations must include a cover letter provided on the offeror's letterhead or stationery and be signed in writing by the Authorized Officer of the offeror. It is not acceptable to only provide the typed name of the Offeror's representative. Quotations submitted without a written signature will not be considered. The Authorized Officer of the offeror who signs the cover letter must allow sign all other components of the quotation which require a signature.

Quotation must either:

be delivered via email to:
Education Development Center, Inc.
Attention: Jane Akinyi Oduor
E-mail: jakinyi@edc.org

OR

be sent via postal mail or hand delivered to:
Education Development Center, Inc.
Attention: Jane Akinyi Oduor
Address: 9th Street, Sinkor
Monrovia, Liberia

Quotations submitted via postal mail or hand delivered must be in a closed and sealed envelope. Sample equipment must be hand-delivered or securely mailed with the Offeror's name and address clearly marked both outside and inside the package. All samples will be returned after contract award. It is the responsibility of the offeror to ensure that the quotation and sample equipment are delivered to EDC by the deadline date listed in this RFQ.

All quotations and sample equipment must be received by EDC before the deadline date and time specified in Section 2.3.

3.4 Eligibility of Quotations

3.4.1 Complete Quotations

Offerors must submit all components, including samples, required by this RFQ, including its annexes, in order for their quotation to be complete. Before evaluating quotations, EDC will determine which quotations include the components required by the RFQ to be considered a complete quotation.

To be considered eligible, in addition to any other requirements stated in this RFQ, offerors must meet and demonstrate the following minimum requirements through documentation and past performance on similar procurements:

Minimum Requirements
OVERALL
The Offeror must have an up to date Tax Clearance if the Offeror is operating in Liberia.
The Offeror must be a dealer of portable speakers.
The Offeror must have the capacity and stock (or ability to secure the stock) to deliver portable speakers identified in Section 4.1.1.
DELIVERY
The Offeror must guarantee delivery of portable speakers within one month (30 calendar days) after receipt of a contract from EDC.

Please note that although EDC will determine certain quotations to be complete, this determination does not signify that an award will be made to one or any of the offerors with complete quotations. Only complete quotations will be evaluated and considered for award.

3.4.2 Past Performance

Offerors may be disqualified if a check of past performance demonstrates that the offeror has not been able to deliver similar services on time and in a satisfactory manner.

3.5 Evaluation Criteria

EDC shall evaluate all complete quotations based on price.

3.6 Selection

EDC may award one or more contracts resulting from this RFQ to the Offeror(s) whose quotation(s) conforming to this RFQ offer(s) the greatest value. EDC may also (a) reject any or all quotations, (b) accept other than the lowest quotation, or (c) accept more than one quotation. Contracts may be issued for some or all of the commodities. EDC, at its sole discretion, may waive informalities and minor irregularities in quotations received.

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

4. Technical Specifications & Requirements

4.1 Specifications

Offerors must submit quotations for all items specified in Section 4.1.1.

4.1.1 Technical Specifications

Quotations are requested for the following commodities:

- a. Portable Speakers;
- b. Spare Parts.

The speakers must produce sound loud enough to be heard throughout a school classroom.

The minimum specifications are detailed in the table below.

SPECIFICATIONS FOR PORTABLE SPEAKERS
• Speaker Power = 6W or more
• Signal to Noise Ratio (sound spec) – 80dB or more
• Connectivity Ports: AUX-in for phone connection; headphone port; charging port
• Micro SD Card port
• Power adapter and cable to charge from solar panel s (USB 5V DC)
• Power adapter and cable to charge from both USB connections and electrical outlets (AC)
• Removable, rechargeable Lithium-ion battery
• Playback time – minimum of 3 hours on full battery
• Control keys (i.e. power switch/mode/volume +/-)
SPECIFICATIONS FOR SPARE PARTS
• Spare chargers/adapters which charge from both USB connection and electrical outlet
• Spare batteries

Portable Speakers Examples:



4.1.2 Quantities

Quotations are requested for the following quantities:

Item	Total Quantity (Number of Units)
Portable Speakers	155
Spare Parts: <ul style="list-style-type: none">• chargers/adapters which charge from both USB connection and electrical outlet• Lithium-ion Batteries• Power adapter and cable to charge from solar panels (USB 5V DC)	5 of each item

Contracts may be issued for quantities that are up to 10% above or below the quantities specified above.

4.1.3 Delivery Schedule and Location

The quotation must be based on the following delivery schedule: All items must be delivered to the EDC/USAID Advancing Youth Project, located at 9th Street, Sinkor, Monrovia, Liberia not later than 30 calendar days after receipt of a contract from EDC.

4.1.4 Warranty

All offerors must provide a document with proposed or applicable warranty for each of the commodities in order for their quotation to be reviewed. In addition to any other express or implied warranties, offerors must expressly warrant that:

- all commodities delivered under any contract resulting from this RFQ 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 commodities 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 commodities delivered under any contract resulting from this RFQ will be counterfeit;
- the Offeror shall replace any defective commodities with new ones without charge to EDC.

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

4.1.5 Other specifications

Offerors may not provide any commodities which were manufactured or produced in or shipped from countries sanctioned by the US government. Quotations that include commodities from countries sanctioned by the US government shall not be considered. Offerors must include the company name and location of the supplier(s) from which they will be obtaining the commodities that they are quoting.

4.2 Delivery

The selected offeror(s) will be responsible for shipping of all finished product to the EDC location in Monrovia. Delivery to EDC must be within 30 calendar days of issuance of a contract by EDC. If the selected offeror(s) must air- or ocean-ship the commodities, air or ocean shipping must be in compliance with USAID and U.S. Government regulations which require shipment via US flag carrier. If US flag carrier is not available for all or some of the shipment, the selected offeror(s) must provide specific information why US flag carrier is not available for which sections of the shipping, what percentage will be shipped by US carrier and what percentage will be shipped by foreign carrier. All offerors must provide a timeline for shipment in order for their quotation to be considered; the timeline should indicate the country of origin of the shipment, if known.

5. Quotation Requirements

5.1 General Requirements

Offeror(s) must submit:

1. Quotation on Pricing Template as provided in Annex D.
2. One sample of the speaker that the offeror proposes to provide EDC.
3. The forms and certifications specified in Annex A and Annex B.
4. The RFQ Checklist (Annex G) and all other required documentations including but not limited to warranty, price and delivery guarantees.

5.2 Price Quotation Requirements

Utilizing the Pricing Template provided in Annex D, price quotations must include the costs for the commodities, including any necessary components to meet the specifications in Section 4 and shipping costs to the EDC/USAID Monrovia, Liberia office location. The quotation must include prices on a per unit basis as well as the total price. Shipping costs must be shown separately from the prices of the items. The price quotation must be in US Dollars. All offerors must provide a price guarantee that the quotation price remains valid for 120 calendar days.

6. Contract Type and Payment

One or more firm-fixed price contracts may be awarded in response to this RFQ. Offerors must submit quotations using the price quote template provided as Annex D The payment schedule for any resultant contract is anticipated to be as follows:

Deliverable	Payment Amount
Upon inspection and acceptance of all commodities and receipt and approval of an invoice.	100%

EDC reserves the right, at its sole discretion, to revise the payment schedule before issuance of a contract. EDC further reserves the right to require the offeror to provide a performance security or a bank guarantee.

7. Organization Overview and Offeror Certification

7.1 Organization Overview

In order for their quotation to be considered, the offeror must complete and submit the organizational information form included in Annex A to this RFQ and submit all the attachments required by Annex A to this RFQ.

7.2 Organizational Certification

In order for their quotation to be considered, the offeror must complete and submit the organizational certification included in Annex B to this RFQ.

Annex A—Organizational Information Form

Full legal name of the Offeror's company: _____

Year the Offeror's company was established: _____

Contact information regarding the quotation:

(a) Individual's full name and title: _____

(b) Full office address: _____

(c) Telephone number: _____

(d) Fax number: _____

(e) Email address: _____

Offeror's Dun & Bradstreet Number¹: _____

Names, email addresses, telephone numbers and contact people at three organizations to which the Offeror has provided commodities of a similar type and in similar or larger quantities during the last 24 months, whom EDC can call on as references, and a description of the type of commodities provided to each organization.

Reference #1:

Organization Name: _____

Contact Person: _____

¹ Offerors that currently have a Dun & Bradstreet Number are requested to provide this information. Offerors who are not registered with Dun & Bradstreet may do so at <http://fedgov.dnb.com/webform>. There is no charge for this registration. A Dun & Bradstreet Number is not required for submission of a quotation, but may be required before a contract is issued. Whether or not an offeror currently has a Dun & Bradstreet number will not affect the evaluation of the offeror's quotation.

Email Address: _____

Telephone Number: _____

Type of Commodities and Quantity Provided: _____

Value of Commodities Provided: _____

Month and Year During Which Commodities and Services were Provided: _____

Reference #2:

Organization Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Type of Commodities and Quantity Provided: _____

Value of Commodities Provided: _____

Month and Year During Which Commodities and Services were Provided: _____

Reference #3:

Organization Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Type of Commodities and Quantity Provided: _____

Value of Commodities Provided: _____

Month and Year During Which Commodities and Services were Provided: _____

The following documents must be included in the quotation, unless otherwise certified below.

Documentation showing the Offeror's current legal incorporation in the country in which it is incorporated:

☐ Attached

A copy of the Offeror's currently active registration in the countries in which it will be working, demonstrating that the organization can legally operate in those countries.

☐ Attached

A list of the Offerors' key individuals including: (a) the principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (b) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (c) the program manager(s) for the proposed contract; and (d) any other person who will have significant responsibilities for administration of the US Government-financed activities or resources under the proposed delivery of the commodities.

☐ Attached

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.

☐ Attached

☐ Offeror certifies that it is not currently involved in any litigation

		Location of the documentation in the Quotation
Up to date tax clearance [for offerors operating in Liberia]	<input type="checkbox"/> Attached <input type="checkbox"/> Offeror is not operating in Liberia	
Proof that offeror is a an authorized dealer of portable speakers and spare parts	<input type="checkbox"/> Attached	
Proof of capacity and stock (or ability to secure the stock) to deliver the full quantities as shown in Section 4 of portable speakers and spare parts within 30 calendar days of receipt of contract from EDC.	<input type="checkbox"/> Attached	

Signature of Authorized Officer:

Name (print or type)

Title

Signature

Date

Annex B—Organizational Certification

This certification attests to the Offeror's awareness and agreement to the content of this RFQ and all accompanying calendar schedules and terms and provisions contained herein, including but not limited to the payment terms in Section 6.

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

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

(Offeror Name)

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

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):

☐ Small Business (SB) (self-certification)²

☐ 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: _____

² Please refer to Annex C for standard definitions of "small business," "small disadvantaged business," etc.

1. ☐ 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. Offeror agrees to comply with all applicable U.S. federal laws and regulations including those governing affirmative action, E-Verify, equal employment opportunity, use of human participants in research, disabilities, prohibitions against supporting terrorism, prohibitions on human trafficking and prohibitions against discrimination, and, if the value of the contract resulting from this RFQ is \$10,000 or more, Executive Order 13496, Notification of Employee Rights Under Federal Labor Laws, see 29 CFR Part 471, Appendix A to Subpart A. Offeror hereby certifies that it is not delinquent on any State or Federal tax. Offeror will cooperate with EDC in its efforts to comply with all laws, regulations and any award terms and conditions imposed by EDC by the sponsor(s) of this project.

5. Person[s] authorized to negotiate on behalf of this firm for purposes of this RFQ 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.*

Annex C—Definitions (U.S. Entities Only)

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.

“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/>.

Annex D—Price Quotation Template

Offerors may send an email to jakinyi@edc.org to obtain an Excel copy of this template. Emails must be sent prior to the deadline date for submission of quotations. Offerors must complete all yellow boxes.

Items	Quantity Required	Unit Price in US Dollars	Total Price in US Dollars (Unit Price multiplied by Quantity Required)
Portable Speakers	155	\$ -	\$ -
Spare Parts			
• Spare chargers/adapters to charge as specified in Section 4.1.1	5	\$ -	\$ -
• Lithium-ion Batteries	5	\$ -	\$ -
Air or Ocean Shipment (Total Price) - write/type "not applicable" if air or ocean shipment is not required			\$ -
Delivery (Total Price) - write/type "included" if delivery costs are included in pricing above			\$ -
Total Price			\$ -
Number of calendar days for which this price quote is valid:			
Authorized Signatory Name and Title:			
Signature:			
Date:			

Annex E—Detailed Technical Specifications Checklist:

SPECIFICATIONS FOR PORTABLE SPEAKERS	OFFEROR SPECIFICATIONS MEET THESE REQUIREMENTS?
Speaker Power = 6W or more	Speaker Power = _____
Signal to Noise Ratio (sound spec) – 80dB or more	Sound Spec = _____
Connectivity Ports: AUX-in for phone connection; headphone port; charging port	<input type="checkbox"/> Yes <input type="checkbox"/> No
Power adapter and cable as specified in Section 4.1.1	<input type="checkbox"/> Yes <input type="checkbox"/> No
Power adapter and cable to charge from electrical outlet (AC)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Removable, rechargeable Li-on battery (interchangeable with cell phone batteries)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Playback time – minimum of 3 hours on full battery	Battery Life = _____
Control keys (i.e. power switch/mode/volume +/-)	<input type="checkbox"/> Yes <input type="checkbox"/> No
SPECIFICATIONS SPARE PARTS	
Spare chargers/adapters as specified in Section 4.1.1	<input type="checkbox"/> Yes <input type="checkbox"/> No
Spare batteries	<input type="checkbox"/> Yes <input type="checkbox"/> No

Annex F—RFQ Checklist

A completed copy of this checklist must be included in the Quotation.

Name of Offeror: _____

Items to be included with quotation	Submitted
1. Annex F – RFQ Checklist	
2. Quotation on Letterhead	
3. Price guarantee valid for 120 calendar days	
4. A sample of the speaker the offeror intends to provide clearly marked with the name of the offeror	
5. Timeline for Delivery	
6. Warranty	
7. Annex A (completed and signed)	
a. Documents of Legal Incorporation	
b. Active Registration	
c. List of Key Personnel	
d. References (3)	
e. If applicable – Information Regarding any Litigation	
f. if applicable Up-to-Date Tax Clearance	
8. Annex B - Organizational Certification (completed and signed)	
9. Annex D - Price Quotation in excel format (include CD with quotation if submitting Quotation in person or by mail)	
10. Annex E – Detailed Technical Specification Checklist	

Annex G—Education Development Center, Inc. GENERAL TERMS AND CONDITIONS

1. Offer and Contract: The following terms, conditions and certifications, in addition to any terms set forth on the face of an individual EDC Purchase Order (the "Order"), and any plans, specifications or other documents attached or incorporated by reference therein, shall apply with respect to the Order for goods described therein ("Goods"). Orders are valid only as written. If price, terms, shipping date or any other expressed condition of the Order is not acceptable, EDC must be notified and must accept in writing any variation prior to shipment or delivery. The Order shall be deemed to have been accepted upon (i) timely delivery, Delivery Duty Paid ("DDP") in accordance with International Commercial Terms 2010 (Incoterms 2010), of Goods to the shipping address specified on the Order, or as otherwise specified in writing by EDC, and (ii) verification that Goods are undamaged, conform to the specifications of the Order and are in good working condition. The Order and each attached or incorporated document, including these terms, conditions and certifications, shall be interpreted together as one agreement (the "Agreement"). In the event of an irreconcilable conflict among provisions of the Order and provisions of these terms, conditions and certifications, then the provisions of the Order shall be controlling. EDC hereby gives notice of its objection to any different or additional terms absent EDC's prior written consent. The Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, excluding conflict of law principles.

2. Changes: Unless otherwise specified in the Order, EDC may make changes to the Order at any time, and Seller shall accept such changes. If a change causes an increase or decrease in price and/or time required for performance, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by Seller for adjustment under this provision may be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to EDC within 10 days from the date of the receipt by Seller of the EDC directed change to the Order.

3. Termination for Convenience or Cause: EDC may terminate the Order or any part thereof (i) for its sole convenience prior to delivery or (ii) for cause at any time. Cause under the Agreement shall include, without limitation, Seller's breach of any provision of the Agreement, insolvency of Seller, voluntary or involuntary bankruptcy proceedings by or against Seller, the appointment, with or without Seller's consent, of any trustee or receiver for any substantial portion of Seller's assets, any assignment for the benefit of Seller's creditors, or the delivery of defective or nonconforming Goods. In the event of partial termination, Seller shall continue performance of the non-terminated part of the Order. Upon notice of termination, Seller shall immediately stop all work and/or shipment of Goods and cause its suppliers and/or subcontractors to cease their work against the Order unless such notice of termination specifies otherwise. Seller shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for costs incurred by Seller's suppliers that Seller reasonably could have avoided. In the event EDC terminates the Order, or part thereof, for convenience, Seller shall be paid a reasonable termination charge consisting of a pro rata percentage of the Order price reflecting the percentage of acceptable work performed prior to notice of termination, plus actual documented direct costs resulting from termination. In the event EDC terminates the Order, or part thereof, for cause, EDC will not be liable to Seller for any amounts and Seller will be liable to EDC for all losses, damages, and expenses incurred, including any additional expenses incurred by EDC to purchase substitute goods.

4. Delivery: Time and place of delivery is of the essence of the Order. Delivery of Goods shall be completed within the time specified and to the specified place of delivery. Acceptance of any part of the Order shall not bind EDC to accept any future shipments nor deprive EDC of any of its rights, including but not limited to the right to return Goods already accepted pursuant to Section 2-326 of the Uniform

Commercial Code (the "UCC"). Furthermore, Seller is responsible for ensuring that all formalities and requirements related to customs and importation will be performed properly.

5. Notice of Delay: Seller must immediately notify EDC in writing with all relevant information relating to any delay or threatened delay of the timely performance of the Order.

6. Prices: The prices set forth in the Order are firm fixed prices, DDP to the specified place of delivery, and are not subject to escalation during the term of the Order.

7. Force Majeure: EDC may delay delivery, performance, or acceptance of Goods ordered hereunder in the event of causes beyond its control. Seller shall hold such Goods at the direction of EDC, and Seller shall deliver Goods when the cause effecting the delay is eliminated. EDC shall be responsible only for Seller's direct additional costs incurred by holding Goods under this agreement at EDC's request. Causes beyond EDC's control shall include, without limitation, government action or failure to act where required, strike or other labor trouble, fire or similar catastrophe, and severe weather or other acts of God.

8. Warranties: In addition to any other express or implied warranties, Seller expressly warrants that all Goods delivered under the Order 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 Goods 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. The warranties set forth in this section shall not be waived by reason of the acceptance of Goods or payment therefore by EDC.

9. Compliance: Seller certifies that all Goods, software and/or technology (the "Items") furnished under the Order, including materials and incident thereto, shall comply with all applicable federal, state and local laws and regulations concerning health, safety and environmental standards and requirements. Compliance with all applicable provisions of EDC Additional Terms and Conditions is required. Seller agrees to obtain all licenses, permits, and other authorization as may be required (by any government) to sell, export, and deliver the Items to EDC including (but not limited to) export and re-export licenses and permits. Furthermore, Seller confirms that none of Items originates from (or incorporates any items originating from) countries targeted by United States sanctions programs. Seller also warrants that the parties and counterparties to this transaction (including (without limitation) insurers, agents, and financiers) are not targeted by United States sanctions programs.

10. Risk of Loss: Seller assumes all risk of loss or of damage to all Goods ordered and all other items related to the Order until the same are finally received by EDC, in accordance with the terms and conditions set forth herein. Seller also assumes all risk of loss of or damage to any Goods, work in progress, materials, and other items rejected by EDC for nonconformity.

11. Inspection: EDC may inspect and test Goods to determine whether such Goods conform to the terms of the Order and its attachments. Unless otherwise agreed to in writing by EDC, EDC shall have a right to inspect Goods for conformity before payment or acceptance of such Goods, in accordance with Section 2-513(1) of the UCC. Payment for Goods made before inspection for conformity shall not constitute an acceptance of such Goods or impair EDC's right to inspect such Goods or any of EDC's

remedies, in accordance with Section 2-512(2) of the UCC. Goods rejected or supplies in excess of quantities ordered may be returned to Seller at Seller's expense.

12. Hold Harmless: Seller shall defend and hold harmless EDC, its directors, overseers, officers, trustees, agents and employees against and from any and all claims, liabilities, losses, damages, expenses, and legal fees whatsoever, without limitation, arising in connection with any Goods purchased under the Order or from any act, omission, operation, product or service of Seller, its employees, agents, suppliers, and subcontractors.

13. Insurance: Seller shall maintain adequate insurance in any and all forms necessary to protect both Seller and EDC against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of this agreement. Nothing contained herein shall abridge, diminish or affect Seller's responsibility for the consequences of any accidents, occurrences, damages, losses, and associated costs arising out of or resulting from performance of this agreement.

14. Limitations: EDC shall not be liable to Seller, its employees, representatives, agents, subcontractors or suppliers for any incidental or consequential damages. EDC's liability on any claim for loss, damage or expense arising in connection with this agreement shall not exceed the price of Goods which give rise to the claim. EDC shall not be liable for penalties of any kind. Any action caused by any alleged breach of this agreement by EDC must be commenced within one year after the cause of action has accrued.

15. Indemnification-Patents/Copyright: The Seller agrees to indemnify EDC and to hold EDC harmless from and against all claims, liability, loss, damage, and expenses including legal fees, arising from or due to any actual or claimed trademark, patent, or copyright infringement and any litigation based thereon, with respect to any part of Goods and work covered by the Order. The Seller shall defend any such litigation brought against EDC. The Seller's obligations hereunder shall survive acceptance of Goods and payment therefor by EDC.

16. Certification: Seller agrees to comply with all applicable federal laws and regulations including those governing affirmative action, E-Verify, equal employment opportunity, use of human participants in research, disabilities, prohibitions against supporting terrorism, prohibitions on human trafficking and prohibitions against discrimination, and, if the value of this Purchase Order is \$10,000 or more, Executive Order 13496, Notification of Employee Rights Under Federal Labor Laws, see 29 CFR Part 471, Appendix A to Subpart A. Seller hereby certifies that he/she is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and is not delinquent on any State or Federal tax. Seller will cooperate with EDC in its efforts to comply with all laws, regulations and any award terms and conditions imposed by EDC by the sponsor(s) of this project.

17. Use of the Name of Education Development Center: The Seller shall not use the name of Education Development Center or of any EDC employee, or any EDC trademark in its sales promotion, advertising, or any other publication without EDC's prior written permission.

18. Assignment: No part of the Order may be assigned, transferred, or subcontracted by Seller without EDC's prior written approval.

19. Waiver: EDC's failure to insist on performance of the terms and conditions herein or to exercise any right or privilege, or EDC's waiver of any breach hereunder shall not thereafter waive the same or other terms, conditions, rights or privileges or affect any subsequent breach.

20. Set-Off. Any amount EDC owes to Seller shall be subject to deduction for any set-off, recoupment, counterclaim or indemnification right arising out of this Order or otherwise.

21. Severability: If any part of this agreement is found to be illegal or unenforceable, that part shall be severed from the contract and the rest of the agreement shall be enforceable as written.

22. Tax Exemption: EDC is a Massachusetts nonprofit, tax-exempt corporation and is exempt from paying Massachusetts sales taxes (Cert. 042-241-718 Expires on 1/4/2019), District of Columbia sales taxes (Cert. 350000037579), and New York local and state sales tax (Cert. EX-107586), and federal excise taxes. Seller shall not charge EDC for such taxes. Proof of exemption is available upon request.

23. Disputes: Any controversy, claim, or dispute otherwise arising out of or in connection with this Order or breach thereof, will be resolved under the rules for expedited arbitration of the American Arbitration Association or similar dispute resolution organizations. Arbitration proceedings will be held in a mutually agreeable location. The award in any arbitration proceeding will be final and binding upon all Parties and judgment thereon may be entered in any court of competent jurisdiction upon application of either of the Parties. Each party will bear its own costs and fees, including attorney's fees, incurred in the dispute resolution process or arbitration. EDC will advise Seller whether the performance of this Order should continue during the resolution of any dispute.

EDC Additional Terms and Conditions

The Seller (sometimes hereinafter referred to as the "Contractor" or the "Subcontractor") agrees, with respect to this purchase order (sometimes hereinafter also referred to as an "order", "contract", or "subcontract"), to be bound by the following provisions:

24. RENEGOTIATION

(a) To the extent required by law, this contract is subject to the Renegotiations Act of 1951 (50 U.S.C. App.1211, et seq.), as amended, and to any subsequent act of Congress providing for the renegotiations of contracts. Nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder, which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing this contract shall be deemed to contain all the provisions required by section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.

(b) The contractor agrees to insert the provisions of this clause, including this paragraph (b), in all Subcontracts, as that term is defined in section 103g of the Renegotiation Act of 1951, as amended.

25. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS

The provisions set forth in Sec. 202 of Executive Order 11246 of September 24, 1965 (30 F.R.12319: 3 CFR. 1965 Supp, n.167), in Titles VI and VII of the Civil Rights Act of 1964, as amended in Sec. 503 of the Rehabilitation Act of 1973 and in the Vietnam Era Veteran's Readjustment Assistance Act of 1974 are incorporated herein by reference and are binding on the Seller with the same force and effect as if fully set forth herein.

26. CONTRACT WORK HOURS STANDARDS ACT-OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek or work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violations: liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor; from any moneys payable on account of work performed by the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) The contractor shall indemnify and hold EDC harmless from and against any and all claims, losses, damages, judgments, penalties, cost and expenses (including, without limitation, all expenses with respect to any administrative or court proceedings and reasonable attorneys' fees) arising out of or in connection with any violation or alleged violation of the Contract Work Hours Standards Act or any applicable regulation, rulings or interpretations thereunder, in the performance of any or all parts of this purchase order or subcontract by the contractor or by any subcontractor, seller or other party, and that this indemnity shall survive the completion or termination of this purchase order or subcontract.

27. EXAMINATION OF RECORDS

The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract. This paragraph applies only to contracts exceeding \$100,000 and does not apply to agreements for public utility services at rates established for uniform applicability to the general public.

28. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$100,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) This clause shall be included in all subcontracts.

29. THE ANTI-KICKBACK ACT OF 1986

(Ref. FAR 3.502-2 effective September 2, 1988) prohibits any person from providing or attempting to provide any kickback. This act further prohibits any person from soliciting, accepting, or attempting to accept any kickback, and from incorporating, directly or indirectly, the amount of the kickback into the contract price charged by the prime contractor to the United States or by the subcontractor to the prime contractor or higher tier subcontractor.

30. DEBARMENT

This purchase order is issued upon the understanding that the seller is not a debarred, suspended, or ineligible party as defined in the rules implementing Executive Order 12549 and agrees to notify EDC immediately if it is placed on the Lists of Parties Excluded.