



**Request for Quotations No. 2019-016**

**Education Development Center, Inc.  
(Hereafter referred to as "EDC")**

**Request for Quotations for Procurement of  
Printing, Packing and Delivery of Grade 3 Print Materials; Lots:**

- Lot 1: Oral Language Poster Set (Gr 3)
- Lot 2: Let's Read Five Steps Poster
- Lot 3: Controlled Vocabulary (Gr. 3)
- Lot 4: Teacher Guide (Gr 3)
- Lot 5: Flashcards (Gr. 2)
- Lot 6: Flashcards (Gr. 3)
- Lot 7: Grade 3 Folktales

Date of Issuance: 15<sup>th</sup> October 2019

**Education Development Center (EDC)** is a global nonprofit that advances lasting solutions to improve education, promote health, and expand economic opportunity, with a focus on vulnerable and under-served populations.

**United States Agency for International Development (USAID)** has selected EDC to implement the **USAID Let's Read Project**, a 5-year, \$48.9 million project in the five target provinces of Eastern, Muchinga, Southern, Northwestern and Western Zambia that works to improve reading outcomes for approximately 1.4 million children attending pre-primary (kindergarten) through to Grades 3 and provide professional development for teachers to support reading interventions in Zambian public and community schools. 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 to print, pack and deliver, the Grade 3 Print Materials to provincial offices in Chinsali (Muchinga Province), Chipata (Eastern Province), Solwezi (North Western Province), Mongu (Western Province) and Choma (Southern Province).

### **1.2 Eligibility**

This procurement is open to offers from organizations, which are incorporated or legally organized under the laws of any country which is not sanctioned by the US Government. Offers from organizations which are incorporated or legally organized under the laws of any country, which is sanctioned by the US Government, shall not be considered.

## ***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.

### **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.

LINE	TIME	DATE	STEP
<b>A</b>	4:00 PM, Zambia time.	22 <sup>nd</sup> October, 2019	Deadline for request for any clarifications from the EDC. Questions must be submitted in writing via email to <a href="mailto:ZambianProcurement@edc.org">ZambianProcurement@edc.org</a>
<b>B</b>	4:00 PM, Zambia time	29 <sup>th</sup> October, 2019	Estimated date for issuance of any clarifications by EDC. All questions will be answered in one document and sent to all Offerors.
<b>C</b>	4:00 PM, Zambia time	5 <sup>th</sup> November, 2019	Deadline for submission of quotations.
<b>D</b>	Immediately After Bid Closing	5 <sup>th</sup> November, 2019	Public Bid Opening. The public bid opening will be held at: 4658/A, Chikwa Road Opposite Old Magistrates Court Lusaka

## 2.4 Inspection and Acceptance

Under any contract awarded in response to this RFQ, EDC may inspect and test the printed materials to determine whether such printed materials 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 printed materials for conformity before payment or acceptance of such printed materials, in accordance with Section 2-513(1) of the UCC. Payment for printed materials made before inspection for conformity shall not constitute an acceptance of such printed materials or impair EDC's right to inspect such printed materials or any of EDC's remedies, in accordance with Section 2-512(2) of the UCC. Printed materials rejected or supplies in excess of 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 designated in **Line A** of the Chart in Section 2.3. Responses will be published in writing. 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. In no case shall verbal communication govern over written communications.

Offerors' inquiries, questions, and requests for clarification related to this RFQ are to be directed in writing in English by the date and time designated in **Line A** of the Chart in Section 2.3 to:

Education Development Center, Inc.  
Attention: Procurement Manager  
E-mail: [ZambianProcurement@edc.org](mailto:ZambianProcurement@edc.org)  
Email subject: "Questions regarding RFQ No.2019-016"

### 3.3 Quotation Submission

All quotations must be provided on the Offeror's letterhead or stationery and must be delivered via email to:

Education Development Center, Inc.  
Attention: Procurement Manager  
E-mail: [ZambianProcurement@edc.org](mailto:ZambianProcurement@edc.org)  
Email subject: "Quotation in response to RFQ No. 2019-016"

The technical quotation and the cost quotation must be sent in separate emails. Quotations must have the subject line of "Quotation in response to RFQ No.2019-016" and must include the number of emails (for example, Email 1 of 2, Email 2 of 2, etc.) in the subject line. The Quotation itself must include all documents required by the RFQ in Word, Excel, or PDF and those documents must be attached to the email message(s); all attachments must be clearly labeled and must be numbered sequentially in order for EDC to review the Quotation. If the Quotation is sent in more than one email message, the Offeror must send all of the email messages with the Quotation submission on the same day and time the sending of the emails as closely as practicable.

OR sent via hand delivery to:

Education Development Center, Inc.  
Attention: Procurement Manager  
Hand delivery address: Plot 4658/A, Chikwa Road  
Opposite Old Magistrates Court  
Lusaka

Quotations sent via hand delivery must be in a closed and sealed envelope with "Quotation in response to RFQ No. 2019-016" printed or written on the envelope.

It is the responsibility of the Offeror to ensure that the quotation is delivered to EDC by the date and time designated in **Line C** of the Chart in Section 2.3.

### 3.4 Opening of Offers

On the date and time designated in **Line D** of the Chart in Section 2.3, EDC will open the quotations at its office at Plot 4658/A, Chikwa Road, Opposite Old Magistrates Court, Lusaka location. Two representatives of the Offeror may attend the opening. EDC will determine which quotations include the components required by the RFQ to be considered a complete quotation. 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.

### 3.5 Eligibility of Quotations

#### 3.5.1 Complete Quotations

Offerors must submit all components required by this RFQ, including all annexes, and if requested, a sample similar to each item/items proposed, in order for their quotation to be complete; please refer to Annex E for a list of required components. Any samples submitted will be returned to Offerors after the EDC bid evaluation process is completed.

EDC will determine which quotations include the components required by the RFQ to be considered a complete quotation. 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 considered for award.

### 3.5.2 Compliance with Technical Specifications & Requirements

Offerors may be disqualified if the quotation does not demonstrate compliance with Section 4, *Technical Specifications & Requirements*

### 3.5.3 Past Performance

Offerors may be disqualified if a check of past performance demonstrates that the Offeror has not been able to deliver services of a similar or larger scope on time and in a satisfactory manner. If the Offeror is not a Zambian registered company, then evidence of prior export experience to Zambia must be submitted with the offer

### 3.6 Evaluation Criteria

EDC shall evaluate all eligible quotations based on price.

### 3.7 Selection

EDC may award one or more contracts resulting from this RFQ to the Offeror(s) whose quotation(s) which conform to this RFQ offer the best 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 goods and/or services. Preference may be given to Offerors that provide a delivery schedule, which is earlier than the minimum requirements stated in Section 4.1.3. EDC, at its sole discretion, may waive informalities and minor irregularities in quotations received. In addition, contracts may be issued for quantities that are up to 10% above or below the quantities specified in Section 4.

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 to conduct 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 may submit quotations for one, more than one, or all of the lots specified in Section 4.1.1. All of the other specifications listed in Section 4.1 must be met.

#### 4.1.1 Technical Specifications

Technical specifications for the materials to be printed are:

##### Lot 1

Picture Language Poster	Oral Language Poster Set: Grade 3
Number of Oral Language Poster to be printed	<b>16,683</b> (Sixteen thousand, six hundred and eighty-three) Language Posters. A set contains three posters printed on both sides.
Posters per set and Orientation	A set will have three (3) double-sided posters all in landscape layout. Poster 1: Front – Communication ; Back: Leadership - 5,561 copies Poster 2: Front – Shopping ; Back: Technology - 5,561 copies Poster 3: Front – Transportation ; Back: Wild Animals 5,561 copies
Finished Size of each of the Posters	594 x 841mm (A1)

Color	Front and Back: Full color
Bleeds	No bleeds
Binding	No binding.
Paper	CS2, UV Coated, both sides, matte finished Caliper # 12 Basis weight: not less than 300 gms. Thickness: not less than 290 microns
Artwork and Illustrations	EDC will provide the selected offeror with the artwork and illustrations electronically in .jpeg format. The cover will contain branding specific to the USAID Let's Read program, including the Ministry of General Education. The electronic versions of the logos will be provided to the selected offeror in .jpeg format.
Packing	100 Oral Language Poster Sets must be packed in 300gms paper sleeves. The paper sleeve will be used in each school to store the set of three posters. The sleeves will be placed in a corrugated 3-ply box that must have an exterior label placed on the side of the box that identifies the following: Title: Oral Language Poster Grade Level: Grade 1 Language: N/A Quantity: 100
Sample	A sample of what the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Sample must be delivered to EDC's office in person.
Review of Sample by EDC	2 business days required for review
Changes	2 business days that changes may be submitted

**Lot #2:**

<b>Poster</b>	<b>Let's Read Five Steps Poster</b>
Number of Let's Read Five Steps Posters to be Printed	<b>4,774</b> (four thousand seven hundred and seventy-four) posters.
Finished Size of the Poster	297 x 420 mm (A3)
Color	Full Color
Bleeds	No bleeds
Paper	CS2, UV Coated, both sides, matte finished Caliper # 12 Basis weight: not less than 300 gms. Thickness: not less than 290 microns
Artwork and Illustrations	EDC will provide the selected offeror with the artwork and illustrations electronically in .jpeg format. The cover will contain branding specific to the USAID Let's Read program, including the Ministry of General Education. The electronic versions of the logos will be provided to the selected offeror in .jpeg format.

Packing and Labeling	The Posters must be packed in a corrugated 3-ply box in quantities of 100. The box must have an exterior label placed on the side of the box that identifies the following: Title: <b>Let's Read Five Steps Poster</b> Grade Level: N/A Language: English Quantity: 100
Sample	A sample of what the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Sample must be delivered to EDC's office in person.
Review of Sample by EDC	2 business days required for review
Changes	2 business days that changes may be submitted

**Lot #3:**

<b>RTS Revised Readers</b>	<b>RTS Revised Readers: Grade 3</b>
Number of Controlled Vocabulary Books: Grade 3 to be printed	<p><b>756,885</b> (Seven hundred and fifty-six thousand, eight hundred and eighty-five) books. Each language has three titles. Title 1 represents term 1 book. Title 2 is for term 2 and title 3, term 3. The three titles in each language will form a set. The Books are broken down by quantity based on the languages as detailed below:</p> <p><b>a) Cinyanja</b> Title#1: Mphunzitsi Kaoma, total of 74,460 copies, Title#2: Munthu Ndi Mbewa (Sonthwa), total of 74,460 copies, Title#3: Fulu Ndi Mbalame, total of 74,460 copies</p> <p><b>b) Cibemba</b> Title#1: Bakafundisha Ba Kaoma, total of 30,829 copies; Title#2: Umuntunse Na Kapale, total of 30,829 copies; Title#3: Fulwe Na Ifyuni, total of 30,829 copies</p> <p><b>c) Citonga</b> Title#1: Bayi Ba Kaoma, 64,571 total copies, Title#2: Mwaalumi A Sikaale, total of 64,571 copies, Title#3: Nondo A Bayuni, total of 64,571 copies</p> <p><b>d) Lunda</b> Title#1: Ntan'shi Kaoma, total of 10,002 copies, Title#2: Iyala Namungeli, total of 10,002 copies, Title#3: Mbachi Nawatuda, total of 10,002 copies</p> <p><b>e) Luvale</b> Title#1: Mulongehi Kaoma, total of 7,766 copies, Title#2: Lunga Namuhale, total of 7,766 copies, Title#3: Kapeza Natujila, total of 7,766 copies</p> <p><b>f) Kikaonde</b> Title#1: Bafuunjishi Ba Kaoma, total of 19,552 copies, Title#2: Munthu Ne Kanaamba, total of 19,552 copies, Title#3: Nkovu Ne Bañonyi, total of 19,552 copies</p> <p><b>g) Silozi</b> Title#1: Bo Muluti Kaoma, total of 45,115 total copies, Title#2: Munani Kamale, total of 45,115 copies, Title#3: Kulu Ni Linyunywani, total of 45,115 copies</p>

Number of Pages and Orientation	Cinyanja - 20 pages inclusive of cover, Portrait Cibemba - 20 pages inclusive of cover, Portrait Citonga - 20 pages inclusive of cover, Portrait Lunda - 20 pages inclusive of cover, Portrait Luvale - 20 pages inclusive of cover, Portrait Kikaonde - 20 pages inclusive of cover, Portrait Silozi - 20 pages inclusive of cover, Portrait
Finished Size	(176 x 250 mm) B5
Binding	Saddle Stitch
Color	Cover: Full Color Interior: Full colour
Paper	<b>Cover:</b> CS2, UV Coated, both sides, matte finished Caliper # 12 Basis weight: not less than 300 gms. Thickness: not less than 290 microns  <b>Interior:</b> 80gsm, white woodfree uncoated
Artwork and Illustrations	EDC will provide the selected offeror with the artwork and illustrations electronically in .jpeg format. The cover will contain branding specific to the USAID Let's Read program, including the Ministry of General Education. The electronic versions of the logos will be provided to the selected offeror in .jpeg format.
Packing and Labeling	Books must be sorted title and by language and placed in a corrugated 3-ply box that will contain 250 books. Each title is to be bundled in sets of 25 copies and wrapped in clear plastic. The boxes in which the bundles are packed must have an exterior label placed on the side of the box that identifies the following: Title: Grade Level: Grade 1 Language: Quantity: 250
Sample	A sample of what the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Sample must be delivered to EDC's office in person.
Review of Sample by EDC	2 business days required for review
Changes	2 business days that changes may be submitted

**Lot #4:**

Teacher Guide	<b>Teacher Guide: Grade 3</b>
Number of Teacher Guides Grade 2 to be printed	<b>5,618</b> (five thousand and six hundred and eighteen) copies
Pages per Teacher Guide	44 pages inclusive of front/back cover
Finished Size of printed material	210 × 297 mm (A4)
Color	Cover: Full color Interior pages: Black and white
Bleeds	No bleeds
Binding	Coil-binding left long-edge – black color



Paper	<p><b>Cover:</b> CS2 UV Coated on both sides, matte finish, white Caliper # 12 Basis weight: not less than 300 gms. Thickness: not less than 290 microns</p> <p><b>Interior:</b> 80gsm, white woodfree uncoated</p>
Artwork and Illustrations	EDC will provide the selected offeror with the artwork and illustrations electronically in .jpeg format. The cover will contain branding specific to the USAID Let's Read program, including the Ministry of General Education. The electronic versions of the logos will be provided to the selected offeror in .jpeg format.
Packing and Labeling	<p>The Teacher Guides are to be packed in corrugated 3-ply boxes that contain up to 250 guides. The guides are to be bundled in sets of 25 copies and wrapped in clear plastic. The boxes in which the bundles are packed must have an exterior label placed on the side of the box that identifies the following:</p> <p>Title: Teacher Guide Grade Level: Grade 2 Language: English Quantity: 250</p>
Sample	A sample of what the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Sample must be delivered to EDC's office in person.
Review of Sample by EDC	2 business days required for review
Changes	2 business days that changes may be submitted

**Lot #5:**

<b>Flash Cards</b>	<b>Grade 2 Flashcards</b>
<b>Flashcard Set Grade 2</b> Number of flashcards to be printed	<p>5,646 (five thousand, six hundred and forty-six) sets. A set constitutes 26 flashcards (A set will have double -sided cards all in landscape layout) plus a cover card. The front will have a word, and the back will have the grade, language and branding. The sets are broken down by quantity based on the languages detailed below:</p> <ul style="list-style-type: none"> <li>a) Cinyanja: 26 cards per set, total of 1,893 sets</li> <li>b) Cibemba: 26 cards per set, total of 597 sets</li> <li>c) Citonga: 26 cards per set, total of 1,275 sets</li> <li>d) Lunda: 26 cards per set, 208 total sets</li> <li>e) Luvale: 26 cards per set, 235 total sets</li> <li>f) Kikaonde: 26 cards per set, 365 total sets</li> <li>g) Silozi: 26 cards per set, 1,073 total sets</li> </ul>
Finished Size of flash Cards	14cm x 21.5cm (A5). Each card is to be double-sided: A word on the front and the logos/grade/language listed on the back. Front is black/white and back is color. There are 25 word cards PLUS a cover card.
Color	Black and white, white background with black letters, numbers and illustrations. Front is in black/white while reverse side of card is color
Bleeds	No bleeds
Binding	No Binding

Paper	CS2, UV Coated, both sides, matte finished Caliper # 12 Basis weight: not less than 230 gsm. Thickness: not less than 290 microns
Artwork and Illustrations	EDC will provide the selected offeror with the artwork and illustrations electronically in .jpeg format. The cover will contain branding specific to the USAID Let's Read program, including the Ministry of General Education. The electronic versions of the logos will be provided to the offeror in .jpeg format.
Packing and Labeling	Each set of cards must be rubber-banded and sorted by language and placed in a sealed plastic containing 50 sets and an exterior label placed on the side that identifies Alphabet Flash Cards and the language of the cards. The box must have an exterior label placed on the side of the box that identifies the following: Title: Flashcards Grade Level: Grade 2 Language: Quantity: 100 sets
Sample	A sample of what the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Sample must be delivered to EDC's office in person.
Review of Sample by EDC	2 business days required for review
Changes	2 business days that changes may be submitted

**Lot#6**

<b>Flash Cards</b>	<b>Grade 3 Flashcards</b>
<b>Flashcard Set Grade 3</b> Number of flashcards to be printed	5,350 (five thousand, three hundred and fifty) sets. A set constitutes 26 flashcards (A set will have double -sided cards all in landscape layout) plus a cover card. The front will have a word, and the back will have the grade, language and branding. The sets are broken down by quantity based on the languages detailed below: a) Cinyanja: 26 cards per set, total of 1,427 sets b) Cibemba: 26 cards per set, total of 627 sets c) Citonga: 26 cards per set, total of 1,304 sets d) Lunda: 26 cards per set, total of 226 sets e) Luvale: 26 cards per set, total of 232 sets f) Kikaonde: 26 cards per set, total of 391 sets g) Silozi: 26 cards per set, total of 1,143 sets
Finished Size of flash Cards	14cm x 21.5cm. Each card is to be double-sided. A word on the front and the logos/grade/language listed on the back. Front is black/white and back is color. There are 25 word cards PLUS a cover card.
Color	Black and white, white background with black letters, numbers and illustrations. Front is in black/white while reverse side of card is color
Bleeds	No bleeds
Binding	No Binding
Paper	CS2, UV Coated, both sides, matte finished Caliper # 12 Basis weight: not less than 230 gsm. Thickness: not less than 290 microns

Artwork and Illustrations	EDC will provide the selected offeror with the artwork and illustrations electronically in .jpeg format. The cover will contain branding specific to the USAID Let's Read program, including the Ministry of General Education. The electronic versions of the logos will be provided to the offeror in .jpeg format.
Packing and Labeling	Each set of cards must be rubber-banded and sorted by language and placed in a sealed plastic containing 50 sets and an exterior label placed on the side that identifies Alphabet Flash Cards and the language of the cards. The box must have an exterior label placed on the side of the box that identifies the following: Title: Flashcards Grade Level: Grade 3 Language: Quantity: 100 sets
Sample	A sample of what the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Sample must be delivered to EDC's office in person.
Review of Sample by EDC	2 business days required for review
Changes	2 business days that changes may be submitted

**Lot #7**

Folktale	<b>Grade 3 Folktales</b>
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Number of Grade 3 Folktales to be printed	<p>11,124 (Eleven thousand one hundred and twenty-four) books. Titles 1 and 2 in each language form a set. The titles are broken down by quantity based on the languages detailed below:</p> <p><b>a) Cinyanja:</b>  Title#1: Cinalenga Fisi Kulemala (Why Hyena is Lame), total 1,513 copies;  Title#2: Mwamuna Amene Sanali Kunama (A Man Who Never Lied) total 1,513 copies</p> <p><b>b) Cibemba:</b>  Title#1: Cimbwi a Lemanina (Why Hyena is Lame), total 665 copies;  Title#2: Umuntu Usha Bepelepo Ubufi (A Man Who Never Lied) total 665 copies</p> <p><b>c) Citonga:</b>  Title#1: Suntwe Ncaakalemanina (Why Hyena is Lame), total 1,382 copies;  Title#2: Mulombwana Watakali Kubeja (A Man Who Never Lied) total 1,382 copies</p> <p><b>d) Lunda:</b>  Title#1: Hafuma Chimbu Kwikala Chifwayi (Why Hyena is Lame), total 240 copies;  Title#2: Iyala Wabulileña Kutwamba (A Man Who Never Lied) total 240 copies</p> <p><b>e) Luvale:</b>  Title#1: Utonji Wa Munguli (Why Hyena is Lame), total 246 copies;  Title#2: Lunga Wakuhona Kwonga (A Man Who Never Lied) total 246 copies</p> <p><b>f) Kikaonde:</b>  Title#1: Kyalemena Mungolwe (Why Hyena is Lame), total 414 copies;  Title#2: Wamulume Wabujile Kubepapo Bubela (A Man Who Never Lied) total 414 copies</p> <p><b>g) Silozi:</b>  Title#1: Sitongwani Buhole (Why Hyena is Lame), total 1,102 copies;  Title#2: Muuna Yanasapumangi (A Man Who Never Lied) total 1,102 copies</p>
Pages per Folktales	8 pages total, 2 sided, inclusive of front/back cover
Finished Size of Folktales	176 x 250 mm (B5)
Color	<b>Cover:</b> Front and Back Covers are Full color <b>Interior:</b> Black and white
Bleeds	No bleeds
Binding	Saddle stitch
Paper	<b>Cover:</b> CS2 UV Coated on both sides, matte finish, white Caliper # 12 Basis weight: not less than 300 gsm. Thickness: not less than 290 microns  <b>Interior:</b> 80gsm, white woodfree uncoated

Artwork and Illustrations	EDC will provide the selected offeror with the artwork and illustrations electronically in .jpeg format. The cover will contain branding specific to the USAID Let's Read program, including the Ministry of General Education. The electronic versions of the logos will be provided to the selected offeror in .jpeg format
Packing and Labeling	The Grade 3 Folktales must be sorted by language and title and placed in a corrugated 3-ply box that contains 250 books wrapped in plastic bundles of 25 copies each. The box must have an exterior label placed on the side of the box that identifies the following: Title: Grade Level: Grade 3 Language: Quantity: 250 Sets
Sample	A sample of what the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Sample must be delivered to EDC's office in person.
Review of Sample by EDC	2 business days required for review
Changes	2 business days that changes may be submitted

#### 4.1.3 Delivery Schedule and Location

Deliverables	Quantity (Number of Units) Per Delivery	Delivery Schedule	Location
Lot 1: Oral Language Poster Set (Gr 3)	1,994	No later than 29 <sup>th</sup> November 2019	<b>Provincial Education Office - Chinsali</b> Ministry of General Education P. O Box 480210, Chinsali, Muchinga Province
Lot 2: Let's Read Five Steps Poster	552		
Lot 3: Controlled Vocabulary (Gr. 3)	92,487		
Lot 4: Teacher Guide (Gr 3)	659		
Lot 5: Flashcards (Gr. 2)	597		
Lot 6: Flashcards (Gr. 3)	627		
Lot 7: Grade 3 Folktales	1,330		
Lot 1: Oral Language Poster Set (Gr 3)	4,838	No later than 29 <sup>th</sup> November 2019	<b>Provincial Education Office - Chipata</b> Ministry of General Education Umodzi Highway Opposite Chipata City Council P.O Box 510024 Chipata, Eastern Province
Lot 2: Let's Read Five Steps Poster	1,286		
Lot 3: Controlled Vocabulary (Gr. 3)	223,380		
Lot 4: Teacher Guide (Gr 3)	1,498		
Lot 5: Flashcards (Gr. 2)	1,893		
Lot 6: Flashcards (Gr. 3)	1,427		
Lot 7: Grade 3 Folktales	3,026		
Lot 1: Oral Language Poster Set (Gr 3)	2,700	No later than 29 <sup>th</sup> November 2019	<b>Provincial Education Office - Solwezi</b> Ministry of General Education
Lot 2: Let's Read Five Steps Poster	740		
Lot 3: Controlled Vocabulary (Gr. 3)	111,960		
Lot 4: Teacher Guide (Gr 3)	892		
Lot 5: Flashcards (Gr. 2)	808		

Lot 6: Flashcards (Gr. 3)	849		40643 Independence Avenue, Boma Solwezi, North Western Province
Lot 7: Grade 3 Folktales	1,800		
Lot 1: Oral Language Poster Set (Gr 3)	3,305	No later than 29 <sup>th</sup> November 2019	<b>Provincial Education Office - Mongu</b> Ministry of General Education Lyambai Road P.O. Box 910031 Mongu, Western Province
Lot 2: Let's Read Five Steps Poster	1,030		
Lot 3: Controlled Vocabulary (Gr. 3)	135,345		
Lot 4: Teacher Guide (Gr 3)	1,200		
Lot 5: Flashcards (Gr. 2)	1,073		
Lot 6: Flashcards (Gr. 3)	1,143		
Lot 7: Grade 3 Folktales	2,204		
Lot 1: Oral Language Poster Set (Gr 3)	4,146	No later than 29 <sup>th</sup> November 2019	<b>USAID LET'S READ – Choma</b> Plot Number 80 Muleya Street Mochipapa, Choma Southern Province
Lot 2: Let's Read Five Steps Poster	1,166		
Lot 3: Controlled Vocabulary (Gr. 3)	193,713		
Lot 4: Teacher Guide (Gr 3)	1,369		
Lot 5: Flashcards (Gr. 2)	1,275		
Lot 6: Flashcards (Gr. 3)	1,304		
Lot 7: Grade 3 Folktales	2,764		

#### **4.1.4 Inspection of Print Materials**

The selected Offeror shall provide EDC with an initial print production and print inspection schedule detailing each print run in accordance with the specifications in Section 4.1.1. The selected Offeror will be required to provide EDC with written notification before each print run. No print run may start until the selected Offeror receives a written/dated authorization to print from EDC. The number of days for notification will be specified in the contract. (EDC or its designated representative may attend the tests and/or inspections conducted at the premises of the selected Offeror. EDC will bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. As these expenses add to the actual cost of this procurement, an estimate of the costs for travel, board and lodging expenses will be added to each Offeror's bid by EDC. Costs will be based on the Offeror's location.

EDC will inspect and test the print materials to determine whether they conform to the specifications in Section 4.1. Any payments made before inspection for conformity shall not constitute an acceptance of such services or impair EDC's right to inspect the print materials. Print materials rejected or in excess of quantities ordered may be returned to the selected Offeror at the selected Offeror's expense, subject to the following:

EDC may reject any or all of the deliverables or any part thereof that fail to pass any test and/or inspection, or do not conform to EDC's specifications and standards, subject to test or inspection that shall be carried out by an EDC representative. The decision of the EDC representative will be final with regards to technical specifications as well as the intended purposes and will be binding on the Parties. The selected Offeror shall either rectify or replace such rejected materials or parts thereof or make alterations necessary to meet the specifications at no cost to EDC.

The selected Offeror will assume all risk of loss or of damage to services ordered and all other items related to the order, until the same are finally received by the EDC, in accordance with the terms and conditions set forth in a contract resulting from this RFQ. The selected Offeror will also assume all risk of loss or of damage to any services rejected by EDC for nonconformity.

#### **4.1.5 Warranty**

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

- All printed materials 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 printed materials 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 printed materials delivered under any contract resulting from this RFQ will be counterfeit;
- Offeror will perform the services in accordance with industry standards;
- All services furnished comply with all applicable local laws and regulations concerning health, safety and environmental standards and requirements.
- Offeror will be solely responsible for any loss or damage of the goods during shipping; and

- Offeror will carry reasonable insurance and provide proof of insurance as part of their quotation.

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

#### **4.1.6 Other specifications**

Offerors may not provide any printed materials which were manufactured or produced in or shipped from countries sanctioned by the US government. Quotations that include printed materials from countries sanctioned by the US government shall not be considered.

The selected Offeror must obtain any licenses, permits and other authorizations as may be required to provide the services.

## **4.2 Travel, Shipment, and Delivery**

### **4.2.1 Travel**

Travel will not be allowed under any contract resulting from this RFQ.

### **4.2.2 Shipment**

If the selected Offeror will need to air- or ocean-ship goods to Education Development Center, Inc. (EDC) in order to fulfill the deliverables or services, air or ocean shipping must be in compliance with USAID and U.S. Government regulations which require shipment via US flag carrier. If a US flag carrier is not available for all or some of the shipment, Offeror must provide specific information why a US flag carrier is not available for the specified sections of the shipping, what percentage is proposed to be shipped by US carrier and what percentage is proposed to 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. If the selected Offeror will not need to ship items, please state this in the quotation.

### **4.2.3 Delivery**

The selected Offeror(s) must deliver the printed materials to the locations specified in Section 4.1.3. The exact address of the delivery locations will be provided to the selected Offeror(s) in a contract(s) issued in response in this RFQ. The selected Offeror(s) must be able to initiate the delivery of the printed materials so that the printed materials are delivered by the dates specified in Section 4.1.3. All Offerors must provide a timeline for delivery in order for their quotation to be considered.

## **5. Quotation Requirements**

Quotations must be submitted in English.

### **5.1 General Requirements**

Offeror must submit:

1. A detailed technical quotation explaining the printing services the Offeror proposes to meet the needs of EDC as described in Section 4. The quotation must include all the necessary technical information.
2. An example of the product similar to the product that the Offeror intends to provide EDC in response to this RFQ.
3. Timeline for Shipment in accordance with Section 4.2.2 of this RFQ or confirmation shipment of items will not be required.



4. Timeline for Delivery in accordance with Section 4.2.3 of this RFQ.
5. The forms and certifications specified in Section 7 and **Annex A and Annex B.**
6. Detailed price quotation in accordance with Section 5.2 and **Annex D**
7. Completed copy of **Annex E**—List of Required Components for Quotation.
8. Bid Security in accordance with Section 5.2 and **Annex F.**

**5.2 Price Quotation Requirements**

The price quotation must include the costs for the printed materials in each lot including any necessary components to meet the specifications in Section 4 and all transportation costs. The quotation must include costs on a per unit basis as well as the total cost. Transportation costs must be shown separately from the costs of the items. The project is exempt from Value Added Tax (VAT) and no VAT is to be included in the price quotation.

All Offerors must submit the price quotation in US Dollars. **Zambian Offerors selected for this procurement will be paid in Zambian Kwacha.** All Offerors must provide a price guarantee that the quotation price remains valid for 120 calendar days. **Bid security must be included as part of the quotation,** see **Annex F** for a sample Bid Security Template. The amount of the bid security will be equal to 2% of the total price of the quotation submitted by the Offeror

**6. Contract Type and Payment**

**6.1 Payment**

One or more firm-fixed price contracts may be awarded in response to this RFQ. The payment schedule for any resultant contract is anticipated to be as follows:

<b>Deliverable</b>	<b>Payment Amount</b>
Upon signing of the contract	10%
Upon receipt and approval of sample copies.	20%
Upon inspection and acceptance of printing materials	70%
The total payment amount shall be reduced by .0025% per workday for late delivery. "Workdays" shall be defined as Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, excluding Zambian public holidays. Late shall be defined as any deliveries that occur after the date listed on the delivery schedule submitted by the Offeror and incorporated into any contract resulting from this RFQ.	

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.

**6.2 Contract Terms**

The anticipated contract terms and conditions for any resultant contract are provided in **Annex G.** EDC reserves the right, at its sole discretion, to revise the contract terms and conditions before issuance of a contract.

## ***7. Organizational Information 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 Number<sup>1</sup>: \_\_\_\_\_

Names, email addresses, telephone numbers and contact people at three organizations to which the Offeror has provided equipment 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 equipment provided to each organization.

**Reference #1:**

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of Equipment and Quantity Provided: \_\_\_\_\_

Value of Equipment Provided: \_\_\_\_\_

Month and Year During Which Equipment and Services were Provided: \_\_\_\_\_

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<sup>1</sup> 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.

**Reference #2:**

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of Equipment and Quantity Provided: \_\_\_\_\_

Value of Equipment Provided: \_\_\_\_\_

Month and Year During Which Equipment and Services were Provided: \_\_\_\_\_

**Reference #3:**

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of Equipment and Quantity Provided: \_\_\_\_\_

Value of Equipment Provided: \_\_\_\_\_

Month and Year During Which Equipment and Services were Provided: \_\_\_\_\_

The following documents must be included in your quotation.

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 Zambia, demonstrating that the organization can legally operate in Zambia.

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 items.

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

**Signature of Authorized Officer:**

Name: \_\_\_\_\_ 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:

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(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 certifies that their firm (check one):

IS

IS NOT

Currently debarred, suspended, or proposed for debarment by any United States federal entity. The undersigned agrees 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; the NAICS code for this procurement is 441110 ):

Small Business (SB) (self-certification)<sup>2</sup>

Small Disadvantaged Business (SDB) (self-certification)

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

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Woman Owned Small Business (WOSB) (self-certification)

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

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

Large Business (LB)

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

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

**OR**

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

(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. The 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/](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 \(www.census.gov/eos/www/naics/\)](http://www.census.gov/eos/www/naics/)).

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

A Small Disadvantaged Business (SDB) is a small business that is at least 51 per cent 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 HUBZone 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 per cent 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**

Lot	Book Description	Quantity of Print Materials Needed	Price for Sample Book	Unit Price Per Print Material	Total Price for Printing	Delivery Price within Zambia	Total Price for Printing with Delivery within Zambia	Price for International Shipping (Air) to Zambia	Total Price for Printing with International Shipping (Air)* to Zambia	Price for International Shipping (Sea)* to Zambia	Total Price for Printing with International Shipping (Sea)* to Zambia
		A	B	C	D=A*C	E	F=B+D+E	G	H=B+D+G	I	J=B+D+I
Lot 1	Oral Language Poster Set (Gr. 3)	16,683									
Lot 2	Let's Read Five Steps Poster	4,774									
Lot 3	Revised RTS Readers Grade 3	756,885									
Lot 4	Teacher Guide Grade 3	5,618									
Lot 5	Flashcards (Gr. 2)	5,646									
Lot 6	Flashcards (Gr.)	5,350									
Lot 7	Grade 3 Folktales	11,124									

## Annex E—List of Required Components for Quotation

### Checklist

	<i>Items to be included with the quotation</i>	<i>Submitted</i>
1	Checklist for Items - Annex E	
2	Delivery Schedule (Reference Section 4.1.3)	
3	Warranty (Reference Section 4.1.4)	
4	Price Guarantee (120 days) (Reference Section 5)	
5	Annex A	
	a. Annex A completed and signed	
	b. Documentation of Legal incorporation	
	c. Valid Tax Clearance Certificate (Zambian Entities Only)	
	d. List of Key individuals	
	e. List of individuals at 3 organizations to be contacted for references	
6	Annex B - Completed and signed	
7	Annex D. Price Quotation	
8	Annex F. Bid Security	
9	Samples of each item proposed	

## Annex F. Sample Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Procuring Entity]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

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

1. Offeror (“Provider”) agrees to perform services as set forth in the Scope of Work, attached hereto, (“Services”) and EDC agrees to pay Provider upon satisfactory completion of the work and in accordance with the terms of this agreement (“Agreement”).
2. The Provider will submit invoices within thirty days of acceptance of the Services by the EDC Project Director. Invoices that do not include the Agreement number and a brief, identifying description of the service, will not be paid.
3. Provider’s relationship to EDC is that of an independent contractor. Provider certifies that he/she will not present or allege or claim to third persons in any manner whatsoever that he/she is employed by EDC. Provider further certifies that Provider makes his or her services available to the public through an independently established trade, occupation, profession or business and is licensed as required by applicable law or is part of a separate legally incorporated business, and that EDC is not Provider’s sole client for this type of service. Provider shall determine the method, details, and means of performing the Services. EDC may not control, direct, or otherwise supervise Provider's assistants or employees in the performance of the Services. Provider will not use EDC facilities to perform the Services and Provider is free to make business decisions which affect Provider’s profit or loss. Nothing in this Agreement is intended to create a partnership, agency, employer, employee or joint venture relationship. Provider will be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Provider’s employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by EDC on behalf of Provider or its employees. Provider and Provider’s employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of EDC. No workers' compensation insurance shall be obtained by EDC covering Provider or Provider’s employees. If the work is to be performed in the US, Provider certifies that this individual is authorized to work in the US under US Law.
4. Provider indemnifies, defends and holds EDC harmless from and against all liabilities (including reasonable expenses and attorneys' fees) incurred by or imposed on EDC in connection with any suits, or judgments related to Provider’s warranties, representations or performance of the Services under the Agreement.
5. Provider is advised to carry general comprehensive liability insurance in an amount consistent with industry standards.
6. All data, documentation, specifications, models, computer programs and code, and other technical and business information furnished or disclosed to Provider by EDC ("Confidential Information") are the property of EDC, and all copies will be returned to EDC at the end of the performance period. Unless such Confidential Information was previously known to Provider free of any obligation to keep it confidential, or is subsequently made public by EDC, it will be held in confidence by Provider and used only for the purposes of performing the Services.

7. Provider and EDC agree that all written material, software programs, code and documentation, and intangible or tangible inventions arising out of the performance of this Agreement, ("Deliverables") shall belong to EDC. Provider agrees that the Deliverables are specially commissioned and works made-for-hire, and that EDC is deemed the author for copyright purposes. Notwithstanding anything to the contrary, to the extent that ownership in the Deliverables or any part thereof does not vest in EDC as a work made for hire, Provider hereby irrevocably and exclusively assigns and transfers in whole to EDC all of its right, title and interest in and to the Deliverables. Provider hereby waives any rights to the Deliverables afforded by the U.S. Visual Artists Rights Act, and all so-called "moral rights" to the Deliverables afforded under the law of any country. Provider will, as EDC requests, execute documents required to vest ownership in all right, title and interest in and to the Deliverables in EDC. Provider will acquire all rights as necessary to provide EDC the rights agreed to be conveyed, and will appoint EDC as attorney-in-fact to execute required documents. Provider will treat Deliverables as EDC Confidential Information. Provider will not incorporate any works in the preparation of Deliverables unless such works and their owners (including the owners of any intellectual property rights embodied therein) are identified in advance and in writing to EDC. If such works consist of or incorporate any materials owned by third parties, Provider warrants that he/she has the authority to grant to EDC unrestricted rights and licenses, free of any claim of rights by any other person or entity.

8. EDC may terminate the Agreement for any reason with fourteen (14) days prior written notice. EDC will not be liable for any payments accruing after notice of termination without EDC's approval.

9. If the Scope of Work identifies any individual(s) as Key Personnel then no substitution for such individual(s) may be made unless mutually agreed upon by the parties. In the event Provider anticipates that any Key Personnel may become unavailable or have reduced availability to perform hereunder, Provider will give EDC reasonable notice of the same and justification in writing, sufficient to permit EDC to assess the impact of their unavailability or reduced availability. EDC reserves the right to approve or disapprove any substitutions for Key Personnel proposed by Provider.

10. Provider represents and warrants that it will perform the Services in accordance with industry standards and that the work product will be delivered to EDC with no restrictions or obligations that would impair EDC's rights under this Agreement. Additional Warranty for Work Product Containing Software: Provider further warrants and represents that all work product containing software that is delivered pursuant to this Agreement will conform to written specifications and will be free of "bugs", viruses or similar defects that would render the work product unfit for its intended use. Provider will have 15 business days to modify the work product so that it meets all written specifications and performs as the parties intended. In the event Provider is unable to deliver work product that is "bug" or virus free or otherwise does not conform to written specifications within 15 days following notice from EDC that the work product is unfit for its intended use, EDC may terminate this Agreement and withhold payment or receive a full refund of all payments made to Provider pursuant to this Agreement.

11. Notice of Delay. In the event Provider knows or has reason to know that any actual or potential situation is delaying or threatens to delay the timely performance of the Services required hereunder, Provider will immediately provide written notice thereof, including all relevant information, to EDC. Receipt of such notice by EDC will not constitute a waiver by EDC of the delivery schedule, or any of EDC's rights or remedies under this Agreement.

12. Force Majeure. The Parties to this Agreement will be excused from any performance required hereunder if such performance is rendered impossible or impracticable due to any catastrophes or other

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

13. The failure of EDC to enforce any right under this Agreement is not a waiver of that right.

14. Provider may not transfer or subcontract any part of this Agreement to another party, without EDC prior written consent.

15. Provider agrees not to use the prime sponsor or EDC's name or make reference to any prime sponsor or EDC employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless Provider has received express written approval from EDC prior to such use.

16. This is the entire agreement with respect to its subject matter and there are no other agreements, either written or oral. It may be modified only by written amendment, executed by authorized representatives of both parties.

17. The interpretation of this Agreement and transactions or disputes under it shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A.

18. Sections 3, 4, 6, 7, 15 and 17 will survive termination of this Agreement.

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

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