

Request for Quotation Malawi Book Project

This Request for Quotation replaces, in entirety the Education Development Center's (EDC) solicitation entitled "Book printing and shipment to Malawi" along with any and all amendments.

Bid Due Date: The deadline for submitting quotes in response to this RFQ is Tuesday, June 26, 2012, at 5:00 PM EST. Any bids received after this time will not be considered.

Quotation Submission: Vendors should submit written quotes via e-mail to:

Name: Jessica Miranda
Subject Heading: Malawi Books RFQ
E-mail: jmiranda@edc.org

Questions: Due to the fast-track timeframe of this RFQ, questions cannot be considered or answered.

Statement of Work:

Printing: 200,000 - 600,000 fiction books for the USAID/Malawi-funded Tikwere! Project.

Specifications:

Quantity: 600,000 units, **vendors should provide quotes for units of 200,000, 400,000 and 600,000 as more than one award may be made from this RFQ.**

Pages: 100 pages interior, plus 4 cover

Finished size: 6" x 9"

Color: 2 color covers and black and white interior. Note: Interior is mostly text with few black and white graphics

Binding: Perfect bound (highest grade to ensure resilience to humidity and dust)

Bleeds: No bleeds

Paper: Text - 70lb. white offset

Cover - 12 point coated one side (C1S)

Artwork: Disk to be provided

Illustrations: Not Applicable

Proof: Composite to res, hi res for cover

Packing: Cartons placed on 40" x 48" skids ready for air shipment to Malawi

Dummy: Include cost to provide a dummy, or sample, with the paper selection you are planning to use

Changes: Include two (2) hours of edits and delivery of proofs to the EDC office in Washington, D.C.

Additional Information:

- The chosen vendor shall maintain constant communication with the EDC layout specialist, who will ensure that the required outcome quality is acceptable.
- The chosen vendor will be required to have samples for review prior to printing.
- The content will be provided to the chosen vendor in InDesign format.

- The chosen vendor will consolidate the final product to make ready for shipment to the EDC office in Malawi.

Delivery: All books must be available and ready for shipment no later than July 31, 2012. Vendors should provide the estimated date of delivery in the event the books are available before July 31st. Bidders are not responsible for shipping to Malawi. EDC will arrange shipping through one of our preferred shipping providers. The shipping provider will pick up the shipment from the vendor's location. The successful bidder must be available and willing to work closely with such provider to ensure a smooth transition.

Deliverables and Milestones:

- Within seven (7) days after vendor receives purchase order: vendor to deliver dummy, or sample, with paper selection to EDC staff in Washington, D.C. for approval
- Proofs: Throughout the printing process; vendor shall deliver as many proofs as needed to ensure that the required quality and specifications meet with EDC standards
- Books available for shipping to Malawi: July 31, 2012
- The Selected Vendor will submit a sample of 100 books to the EDC office in Washington, DC

RFQ Provisions:

1. Vendors should provide quotes in quantities of 200,000, 400,000 and 600,000 as EDC may choose to split the award between two (2) or more vendors.
2. EDC may require a sample of 3-6 completed booklets prior to final selection. EDC will provide a sample pdf file.
3. This RFQ does not under any circumstances commit EDC to pay any costs incurred by any service provider in the submission of a quotation.
4. EDC reserves the right to reject any and all quotations at any time with no penalty.
5. All materials submitted in response to this RFQ shall become the property of EDC upon delivery to EDC.
6. Additional documentation may be required prior to actual vendor/consultant selection.
7. By submitting a response to this RFQ, the vendor acknowledges that they have read and understand the terms and conditions of the "EDC General Terms and Conditions" which are attached and made part of this RFQ.
8. By submitting a response to this RFQ, the vendor agrees to all the terms and conditions stated in this RFQ.
9. All information provided by EDC in this RFQ is offered in good faith and EDC makes no certification that any item is without error.
10. All vendors are required to complete and submit "Annex A" with their quotation

Attachments:

- Annex A – Organizational Certification
- Annex B – Definitions
- EDC General Terms and Conditions

Annex A—Organizational Certification

This certification attests to the Offeror's awareness and agreement to the content of this RFP and all accompanying calendar schedules and terms and provisions contained herein.

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

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

(Offeror Name)

Agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP. The proposal shall remain in effect for a period of 45 calendar days as of the Due Date of the RFP.

2. The undersigned further certify that their firm (check one):

☐ IS

☐ IS NOT

Currently debarred, suspended, or proposed for debarment by any United States federal entity. The undersigned agree to notify EDC of any change in this status, should one occur, until such time as an award has been made under this procurement action.

3. The offeror, by checking the applicable box, certifies that –

(a) If the offeror is a **U.S. entity**,

1. it operates as ☐ a corporation incorporated under the laws of the State of _____ (state), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture;

2. its status* is (check all that apply; see Annex B for standard definitions):

☐ Small Business (SB) (self certification)

☐ Small Disadvantaged Business (SDB) (self certification)

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

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

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

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

☐ Large Business (LB)

☐ Other Certification, certification: _____

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

OR

(b) If the offeror is a **non-U.S. entity**, it operates as ☐ a corporation organized under the laws of _____ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture.

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

Name: _____ Title: _____



Signature: _____	Date: _____
Name: _____	Title: _____
Signature: _____	Date: _____

Signature of Authorized Officer:

Name: _____	Title: _____
Signature: _____	Date: _____

Notification: Under 15 U.S.C. 645(d), any person who misrepresents its firm's size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

**If you are certified or a member of one of the qualifying groups, please register with Dun & Bradstreet at http://www.dnb.com/us/duns_update/. There is no charge for this registration.*

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

Small Business (SB)

A small business, means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and meets the SBA's criteria for the NAICS (<http://www.census.gov/eos/www/naics/>) industry to which it belongs. Currently, a small business certification process is not required for Federal contracts. When submitting a proposal, simply self-certify by checking the appropriate box.

Small Disadvantaged Business (SDB)

A Small Disadvantaged Business (SDB) is a small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged.

The SBA defines socially disadvantaged groups as those who have been, historically, subjected to "racial or ethnic prejudice or cultural bias" within the larger American culture. Identified groups include: African Americans, Asian Pacific Americans, Hispanic Americans, Native Americans and Subcontinent Asian Americans. Members of other groups may qualify if they can satisfactorily demonstrate that they meet established criteria.

Economically disadvantaged individuals are defined as those for whom impaired access to financial opportunities has hampered the ability to compete in the free enterprise system, in contrast to people in similar businesses who are not identified as socially disadvantaged.

HUBZone Small Business - Historically Underutilized Business Zone

A small business concern that appears on the list of Qualified HUBZones Small Businesses maintained by the 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/>.

Education Development Center General Terms and Conditions

Offer and Contract: The following terms, conditions and certifications apply to all EDC Purchase Orders, in addition to any terms set forth on the face of an individual purchase order (the "Order"), and any plans, specifications or other documents attached or incorporated by reference therein. EDC hereby gives notice of its objection to any different or additional terms. Purchase 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 timely delivery of the products identified herein to the shipping address specified on the face of the Order or contained in incorporated attachments, and verification that units are undamaged and in good working order. This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Changes: 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.

Termination for Convenience or Cause: EDC may terminate the Order or any part thereof for its sole convenience. Upon notice of such termination, Seller shall immediately stop all work and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease their work against the Order. 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. 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. EDC may terminate the Order or any part hereof for **Cause** if Seller defaults, fails to comply with any terms and conditions of the Order, becomes insolvent or files for bankruptcy protection. Late delivery of goods or performance of services that are defective or do not conform to the Order shall, without limitation, be causes allowing EDC to terminate the Order. In this event, EDC will not be liable to Seller for any amounts; but Seller shall be liable to EDC for all losses, damages, and expenses, including costs of cover, resulting from the default that caused the termination. If a determination is made that EDC improperly terminated the Order for Cause, then such termination shall be deemed to have been for EDC's Convenience.

Delivery: Time is of the essence of the Order. If delivery of goods or services is not complete within the time specified, EDC may, without liability and in addition to its other rights and remedies, terminate the Order, by notice effective when received by Seller, as to goods not yet delivered or services not yet rendered: and EDC may purchase substitute goods or services elsewhere and charge Seller for any additional expense incurred. Acceptance of any part of the Order shall not bind EDC to accept any future shipments nor deprive it of the right to return goods already accepted.

Prices: The prices set forth herein are firm fixed prices and are not subject to escalation during the term of this order. In no case will future price increases be accepted without thirty (30) days written notice to EDC, and written modification of the Order to reflect such price increases.

Force Majeure: EDC may delay delivery, performance, or acceptance of the goods or services ordered hereunder in the event of causes beyond its control. Seller shall hold such goods or refrain from furnishing such services at the direction of EDC, and Seller shall deliver the goods when the cause affecting the delay is eliminated. EDC shall be responsible only for Seller's direct additional costs incurred by holding the goods or delaying performance of 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.

Warranties: Seller expressly warrants all goods delivered under the Order to be free from defects in material and workmanship and to be of the quality, size and dimensions ordered. This express warranty shall not be waived by reason of the acceptance of the goods or payment therefore by EDC.

Compliance: Seller certifies that all goods or services 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.

Risk of Loss: Seller assumes all risk of loss of or damage to all goods ordered and all work in progress, materials, and other items related to this Order until the same are finally received and accepted by EDC. Seller also assumes all risk of loss of or damage to any goods, work in progress, materials, and other items rejected by EDC until the same are received by Seller or accepted by EDC.

Inspection: Payment for goods or services provided under the Order shall not constitute acceptance thereof. EDC may inspect and test such goods or services and reject any or all items that are, in EDC's sole judgment, nonconforming to the terms of this Order and its' attachments. Goods rejected or supplies in excess of quantities ordered may be returned to Seller at Seller's expense. Failure by EDC to inspect and test the goods or services shall not relieve Seller of responsibility.

Hold Harmless: Seller shall defend and hold harmless EDC, its directors, overseers, officers, 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 or services purchased under the Order or from any act, omission, operation, product or service of Seller, its employees, agents, suppliers, and subcontractors.

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. Although evidence of certain minimum coverage may be required, 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.

Limitations: EDC shall not be liable to Seller, its employees, representatives, agents, suppliers, or subcontractors for any anticipated profits or 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 the goods or services 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.

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 the 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 the goods and payment therefor by EDC.

Independent Contractor: If Seller's obligations under the Order require the performance of work by Seller, its employees, agents suppliers or subcontractors on EDC property or elsewhere, Seller agrees that such work or services shall be performed by Seller, its employees, agents, suppliers or subcontractors as independent contractors, and not as employees of EDC, and that such persons doing such work shall not be considered or represent themselves as employees or agents of EDC.

Certification: Seller 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 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 no 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.

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.

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

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.

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.

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) and federal excise taxes. Seller shall not charge EDC for such taxes. Proof of exemption is available upon request. DUNS # 07-658-3830