



Request for Quotations No. 2022 - 03

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

**Request for Quotations for Procurement of
Printing, Packing, and Delivery of Books**

Lot 1: Picture Books
Lot 2: Information Books

Date of Issuance: June 15, 2022

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. Since 1958, we have been a leader in designing, implementing, and evaluating powerful and innovative programs in more than 80 countries around the world.

EDC promotes equity and access to high-quality education and health services and products that contribute to thriving communities where people from diverse backgrounds learn, live, and work together. We support an inclusive workplace culture that embraces many perspectives and broadens our understanding of the communities we serve, enhancing and enriching our work.

EDC is committed to equity, diversity and inclusion in the workplace.

Project Description

The Global Book Alliance (GBA) is an international partnership of donors, non-governmental organizations, civil society organizations, private sector actors, universities, and other education stakeholders dedicated to ensuring that all learners have the books they need in order to learn to read. By 2030, the GBA aims to see all children and youth with access to high-quality, books written at the right levels in languages they use and understand, as well as the teaching they need to use them effectively to develop their literacy skills.

USAID's Global Book Alliance in Action (GBAIA) is an initiative that works with the Global Book Alliance, ministries of education, education partners, the private sector, and diverse stakeholders to improve national book supply chains so children receive the books they need to learn to read.

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 the RFQ is to invite prospective Offerors to submit quotations for supplying Printed Materials. All materials must be delivered by the Selected Offeror(s) in accordance with **Section 4.1.2 Delivery Schedule**.

1.2 Eligibility

The geographic code for this procurement is 937. This procurement is therefore 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. All elements of requested documentation as outlined in Section 4.0 : Delivery and Locations must be provided in order for the quotations to be considered. Any missing elements may result in the quotation being disqualified.

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

- 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 therefrom.
- 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.
- All materials submitted in response to this RFQ shall become the property of EDC upon delivery to EDC.
- 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
A	4:00 PM, Malawi time	June 22, 2022	Deadline for request for any clarifications from the EDC. Questions must be submitted in writing via email to gbaiprocurement@edc.org
B	4:00 PM, Malawi time	June 24, 2022	Estimated date for issuance of any clarifications by EDC. All Questions will be answered in one document and sent to all offerors.
C	4:00 PM, Malawi time	July 01, 2022	Deadline for submission of quotations. Quotations must be submitted by email to gbaiprocurement@edc.org

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: The Procurement Manager
E-mail: GbaiaProcurement@edc.org
Email subject: "Questions regarding RFQ No. **2022- 03**"

3.3 Quotation Submission

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

Education Development Center, Inc.
Attention: The Procurement Manager
E-mail: GbaiaProcurement@edc.org
Email subject: "Quotation in response to RFQ No. **2022- 03**"

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. **2022- 03** 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.

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 Eligibility of Quotations

3.4.1 Complete Quotations

Offerors must submit all components required by this RFQ, including all annexes, in order for their quotation to be complete. Selected offerors will be required to submit samples delivered to Global Book Alliance in Action Plot No. 47/5/87, Chigwirizano Street, Lilongwe-Malawi by courier for final review by the EDC technical team. Any samples submitted will remain the property of EDC and will not 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.

3.4.2 Compliance with Technical Specifications & Requirements

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

3.4.3 Past Performance

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

3.5 Evaluation Criteria

EDC shall evaluate all eligible 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) 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. EDC, at its sole discretion, may waive informalities and minor irregularities in quotations received.

Offerors are not required, however are strongly encouraged, to submit quotations for all two (2) of the lots specified in Section 4.1.1. Preference may be given to Offerors that submit quotations for all lots. In addition, preference may be given to Offerors who have experience providing services of a similar or larger size and scope in Malawi.

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

All of the specifications listed in Section 4.1 must be met.

4.1.1 Technical Specifications

Technical specifications for the materials to be printed are as follows: Offerors must provide a side-by-side comparison of the technical specifications in the RFQ and the technical specifications offered by the Offeror.

Lot #1:

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Orientation	Portrait
Colors	Full-Color
Bleeds	0.125" bleed on four sides
Binding	Saddle Stitch
Paper	Front Cover: 240 gsm coated glossy paper, 4/c one side with a matte lamination Inside Pages: 135gsm coated paper satin, 4/c both sides Back Cover: 240 gsm coated glossy paper, 4/c one side with a matte lamination
Artwork	Print-ready files available
Illustrations	Full-color illustrations as per provided artwork
Packing	5ply cardboard box Shrink Wraps
Samples	Two (2) samples of each material the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Samples must be delivered to EDC's office via expedited mail service. A sample of each material will be retained by EDC.
Review of Sample by EDC	Number of days required for review = 1 day
Changes	Number of days that changes may be submitted: 5 business days including mailing back and forth

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Review of Sample by EDC	Number of days required for review = 1 day
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4.1.2 Packing

The Offeror must specify the type box/container that will be used to pack the boxes; at a minimum, the box/container must protect the books from rain, moisture, dust, dirt, or other elements.

The books should be packed title-wise in a cartoon, 100 copies per cartoon. The package(s) must be clearly labeled with the following information and the selected Offeror will be required to submit a sample label to EDC prior labeling the boxes. Labels must include:

EDC/GBAIA

Plot 47/5/87, Chigwirizano Street

Lilongwe

Malawi

Contents: (specify the title of the print materials as part of the label)

4.1.3 Delivery Schedule and Location

The quotation must be based on the following delivery schedule, taking into account the delivery location specified below.

Deliverables	Quantity (Number of Units) Per Delivery	Delivery Schedule	Location
Lot 1:			
Picture Books	255,000 Copies	No later than August 15, 2022	EDC/GBAIA Plot47/5/87, Chigwirizano Street Lilongwe Malawi
Lot 2:			
Information Books	255,000 Copies	No later than August 15, 2022	EDC/GBAIA Plot47/5/87, Chigwirizano Street Lilongwe Malawi
Total Number of Print Materials	510,000		

Offerors that are not able to deliver by August 15, 2022, can propose an alternative delivery schedule. Preference will be given to those offerors that can meet the delivery timeline following the award of the contract.

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. 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 of or damage to any services rejected by EDC for nonconformity.

4.1.5 Warranty

All Offerors must provide a document with a 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 fill out and submit a completed form included - **See Annex D**.

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 language.

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 a **Side-by-Side comparison of the technical specifications in the RFQ and the technical specifications offered by the offeror.**
2. Selected offerors will be required to submit samples, delivered to Lilongwe by courier for final review by the EDC technical team. Any samples submitted will remain the property of EDC and will not be returned to Offerors after the EDC bid evaluation process is completed.
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. Completed copy of **Annex A**—List of Required Components for Quotation.
6. Detailed price quotation in accordance with Section 5.2 and **Annex B**.
7. The forms and certifications specified in Section 7 and **Annex C**.
8. Completed copy of **Annex D**— Certification of Warranty
9. The bid Security (**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, samples courier delivery and all final shipping costs. The quotation must include costs on a per unit basis as well as the total cost. Shipping costs must be shown separately from the costs of the items.

For non-Malawian entities, this procurement is on Delivery Duty Unpaid (DDU), Lilongwe-Malawi, International Commercial Term (Incoterm). The funding of this procurement is tax exempt and EDC is responsible for providing tax exemption letter to the successful Offeror for customs clearance.

If the Offeror is a Malawian entity (“Local Entity”), the price quotation must be in Malawian Kwacha (MK). If the Offeror is a non-Malawian entity (“Non-Local Entity”), the price quotation must be in US dollars (USD). All Offerors must provide a price guarantee that the quotation price remains valid for **120** days.

5.3 Bid Security

The Offeror shall furnish, as part of the quotation, a bid security, **2%** of bid amount specified in the quotation and shall be valid until the specified bid validity period. See **Annex F** for a Sample Bid Security. Any quotation not accompanied by an acceptable bid security shall be rejected by the EDC. The bid security of unsuccessful Offerors will be returned within 30 days of the end of the bid validity period. The bid security of the successful Offeror will be discharged when the Offeror has signed the contract.

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:

Deliverable	Payment Amount
Upon full delivery, inspection, and acceptance of printing materials	100%
The total payment amount shall be reduced by 0.1 % per workday for late delivery. "Workdays" shall be defined as Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, excluding Malawi 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. The cumulative penalty to be paid by the supplier shall not exceed 10% of the contract price.	

EDC reserves the right, at its sole discretion, to revise the payment schedule before the 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 E**. 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

In order for their quotation to be considered, the Offeror must complete and submit the Organizational Information and Certification Form, which is included as **Annex C** to this RFQ, and submit all the attachments required by the form.

Annex A—List of Required Components for Quotation

Please include this checklist in the Quotation.

Name of Offeror:

Items to be included with the quotation	Submitted
A detailed technical quotation explaining the printing services the Offeror proposes to meet the needs of EDC as described in Section 4. Please submit a side-by-side comparison of the technical specifications in the RFQ and the technical specifications offered by the Offeror	
Timeline for Shipment in accordance with Section 4.2.2 of this RFQ (non-local entities only)	
Timeline for Delivery in accordance with Section 4.2.3 of this RFQ	
Annex A—List of Required Components for Quotation	
Price Quotation (in the format required by Annex B— Price Quotation Template)	
Annex C—Organizational Information and Certification Form <ul style="list-style-type: none"> • Three (3) references to be contacted. <u>Provided references must be of a similar or larger size and scope.</u> • Certificate of Incorporation/ or registration • Valid Tax Certificate if VAT is charged (local entities only) 	
Price guarantee for 120 days	
Annex D— Certification of Warranty	
Annex F- Bid Security Form	

Annex B— Price Quotation Templates

Template for Local Offerors:

Number	Description	A:	B:	C:	D:	E:	F:
		Price for Sample	Quantity copies Needed	Unit Price Per Item For Printing	Total Cost For Printing	Delivery to Warehouse in Lilongwe-Malawi	Grand Total
					D=A+(B*C)		F=D+E
		(MK)		(MK)	(MK)	(MK)	(MK)
Lot 1	Picture Books		Total = 255,000 Copies				
1	Nyimbo ya Takondwa, 20 pages		10200				
2	Kabongolo kachibwana, 17 pages		10200				
3	Kamba wanzeru, 24 pages		10200				
4	Abwenzi atatu, 16 pages		10200				
5	Ulendo wa Nakabayi, 20 pages		10200				
6	Takondwa awumba loboti, 16 pages		10200				
7	Anthu ovala ovalo, 20 pages		10200				
8	Kucheza ndi Nyama, 16 pages		10200				
9	Wokomedwa kosewela, 20 pages		10200				
10	Josefe pa sukulu ya Motomoto, 29 pages		10200				
11	Tiyamike msungwana wolimba mtima, 20 pages		10200				
12	Chitsime cha Namajengo, 20 pages		10200				
13	Mingoli kumpikisano wa oyimba, 20 pages		10200				
14	Avala nsapato zazikulu, 16 pages		10200				
15	Maya ndi Alina, 32 pages		10200				
16	Jenala wadyera, , 32 pages		10200				
17	Chipo ndi tiana tamphaka, 32 pages		10200				
18	Wadya ndiyo ndani?, 32 pages		10200				
19	Balalabalala ndi anyani, 32 pages		10200				
20	Mwana wa wochejera, 32 pages		10200				
21	Julita Kamaloto, 32 pages		10200				
22	Chiletso waumbombo, 32 pages		10200				
23	Mtsikana wamaluwa, 32 pages		10200				
24	Chikwama cha Zwitso, 32 pages		10200				

25	Cholembera Chodabwitsa, 32 pages		10200			
Lot 2: Information Books			Total = 255,000 Copies			
1	Ulendo wa Limbani ndi Linda, 20 pages		10200			
2	Mwayi ndi uti?, 16 pages		10200			
3	Ndine Magetsi, 16 pages		10200			
4	Chikwelerero cha mu mzinda wa Blantyre, 20 pages		10200			
5	Kuli chani ku Blantyre, 20 pages		10200			
6	Tiyeni tikawone nyama, 16 pages		10200			
7	Uchi woyee!, 20 pages		10200			
8	Tidachokera Kuti?, 20 pages		10200			
9	Mbiri ya Mayi Rose Chibambo, 20 pages		10200			
10	Masewero a Phada, 16 pages		10200			
11	Debora apita kunyanja, 20 pages		10200			
12	Wadya chiyani lero?, 20 pages		10200			
13	Ndege zing'onozing'ono, 32 pages		10200			
14	Kusamala za chilengedwe, 16 pages		10200			
15	Mano anga, 32 pages		10200			
16	Ndaona apita kubanki, 32 pages		10200			
17	Kukhala ndi moyo wa thanzi, 32 pages		10200			
18	Nsapato zanga, 32 pages		10200			
19	Kuphweketsa moyo 32 pages		10200			
20	Ulemu 32 pages		10200			
21	Udzudzu umodzi wokha 32 pages		10200			
22	Zizindikiro za pamseu 32 pages		10200			
23	Kuyendetsa ndege 32 pages		10200			
24	Tidziwe za Madzi 32 pages		10200			
25	Napolo 32 pages		10200			
Subtotal Price						
Total Price						

Template for Non-Local/International Offerors:

Number	Description	A:	B:	C:	D:	E:	F:	G:
		Price for Sample	Quantity copies Needed	Unit Price Per Item For Printing	Total Cost For Printing	Shipping Price to Lilongwe-Malawi (if applicable)	Delivery to Warehouse in Lilongwe-Malawi	Grand Total
					D=A+(B*C)			G=D+E+F
		(USD)		(USD)	(USD)	(USD)	(USD)	(USD)
Lot 1	Picture Books		Total = 255,000 Copies					
1	Nyimbo ya Takondwa, 20 pages		10200					
2	Kabongolo kachibwana, 17 pages		10200					
3	Kamba wanzeru, 24 pages		10200					
4	Abwenzi atatu, 16 pages		10200					
5	Ulendo wa Nakabayi, 20 pages		10200					
6	Takondwa awumba loboti, 16 pages		10200					
7	Anthu ovala ovalo, 20 pages		10200					
8	Kucheza ndi Nyama, 16 pages		10200					
9	Wokomedwa kosewela, 20 pages		10200					
10	Josefe pa sukulu ya Motomoto, 29 pages		10200					
11	Tiyamike msungwana wolimba mtima, 20 pages		10200					
12	Chitsime cha Namajengo, 20 pages		10200					
13	Mingoli kumpikisano wa oyimba, 20 pages		10200					
14	Avala nsapato zazikulu, 16 pages		10200					
15	Maya ndi Alina, 32 pages		10200					
16	Jenala wadyera, , 32 pages		10200					
17	Chipo ndi tiana tamphaka, 32 pages		10200					
18	Wadya ndiyo ndani?, 32 pages		10200					
19	Balalabalala ndi anyani, 32 pages		10200					
20	Mwana wa wochenjera, 32 pages		10200					
21	Julita Kamaloto, 32 pages		10200					
22	Chiletso waumbombo, 32 pages		10200					
23	Mtsikana wamaluwa, 32 pages		10200					
24	Chikwama cha Zwitso, 32 pages		10200					

25	Cholemba Chodabwitsa, 32 pages		10200				
Lot 2: Information Books			Total = 255,000 Copies				
1	Ulendo wa Limbani ndi Linda, 20 pages		10200				
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14	Kusamala za chilengedwe, 16 pages		10200				
15	Mano anga, 32 pages		10200				
16	Ndaona apita kubanki, 32 pages		10200				
17	Kukhala ndi moyo wa thanzi, 32 pages		10200				
18	Nsapato zanga, 32 pages		10200				
19	Kuphweketa moyo 32 pages		10200				
20	Ulemu 32 pages		10200				
21	Udzuzu umodzi wokha 32 pages		10200				
22	Zizindikiro za pamseu 32 pages		10200				
23	Kuyendetsa ndege 32 pages		10200				
24	Tidziwe za Madzi 32 pages		10200				
25	Napolo 32 pages		10200				
				Subtotal Price			
				Total Price			

Annex C—Organizational Information and Certification Form

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

C1. Organizational Information

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 Unique Entity Identifier (UEI) Code¹: _____

The Offeror certifies, by checking the applicable box(es), that:

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

- The Offeror is a **U.S. entity** and:
 - 1. it operates as:
 - a corporation incorporated under the laws of the State of _____ (state name),
 - 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 Code **323117**):
 - Small Business (SB) (self-certification)²

¹ Offerors that currently have a UEI Code are requested to provide this information. Offerors who are not registered may do so at [http:// https://sam.gov/content/entity-registration](http://https://sam.gov/content/entity-registration). There is no charge for this registration. A UEI Code 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 UEI code will not affect the evaluation of the Offeror’s quotation.

- 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, certifications: _____

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.)

C2. References

Please list the names, email addresses, phone numbers, and contact people at three organizations to which the Offeror has provided services of a similar or larger size and scope during the last **24** months, whom EDC can call on as references, and a description of the services provided to each organization. It is recommended that the Offeror alert the contacts that their names have been submitted and that they are authorized to provide performance information if requested by EDC.

Reference #1:

Organization Name: _____
 Contact Person: _____
 Email Address: _____
 Telephone Number: _____
 Type of Services and Print Materials Provided: _____
 Value of the Services and Print Materials Provided: _____
 Month and Year During Which Services and Print Materials were Provided: _____

Reference #2:

Organization Name: _____
 Contact Person: _____
 Email Address: _____
 Telephone Number: _____
 Type of Services and Print Materials Provided: _____
 Value of the Services and Print Materials Provided: _____
 Month and Year During Which Services and Print Materials were Provided: _____

Reference #3:

Organization Name: _____
 Contact Person: _____
 Email Address: _____
 Telephone Number: _____
 Type of Services and Print Materials Provided: _____
 Value of the Services and Print Materials Provided: _____
 Month and Year During Which Services and Print Materials were Provided: _____

² Please refer to Annex D for standard definitions of "small business," "small, disadvantaged business," etc. 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 UEI at <http://https://sam.gov/content/entity-registration>. There is no charge for this registration.

C3. Incorporation, Registration, and Litigation

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 Malawi, demonstrating that the organization can legally operate in Malawi, *if the Offeror will complete any work under a contract resulting from this RFQ in Malawi.*

Attached

Information regarding any current lawsuits, legal proceedings, court cases, or other litigation in which the Offeror, or any of the entities in the collaboration, are involved, regardless of the jurisdiction where the litigation resides.

Attached

Offeror certifies that it is not currently involved in any lawsuits, legal proceedings, court cases, or other litigation.

C4. Key Individuals

The names and titles of the Offerors’s key individuals are:

(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: _____

(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 services: _____

C5. Awareness and Agreement to the Content of this RFQ

By signing this form, the Offeror attests to its 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.

C6. Compliance With Applicable Laws and Regulations

By signing this form, the 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.

C7. Debarment and Suspension

The Offeror 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 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.

C8. Quotation Validity

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

(Offeror Name)

agrees to be bound by the content of this Technical and Price 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.

C9. Authorized Negotiators

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

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

C10. Signature

Signature of Authorized Officer:

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

Annex D— Certification of Warranty

I **(Insert name of authorized representative)** hereby confirm that **(Insert name of printing company)** guarantees the following:

- 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.
- We will perform the services in accordance with industry standards;
- We will be solely responsible for any loss or damage of the goods during shipping; and
- We will carry reasonable insurance and provide proof of insurance upon request.

Name of authorized individual: _____

Signature: _____

Date: _____

Annex E—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 2020 (Incoterms 2020), 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. 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.

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

18. 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.

19. 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.

20. 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.

21. Tax Exemption: EDC is a Massachusetts nonprofit, tax-exempt corporation and is exempt from paying Massachusetts sales taxes (Cert. 042-241-718 Expires on 1/4/2029), 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.

22. 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.

23. Examination of Records: The Contractor agrees that EDC or any of its' 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 provider involving transactions related to this Purchase Order. This paragraph applies only to contracts exceeding \$100,000.

24. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Provider agrees to comply with Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232) and Federal Acquisition Regulation subpart 4.21, and 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" (AUG 2020) which prohibits procuring or obtaining covered telecommunications equipment, services, or systems produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company or any subsidiary or affiliate of those companies. Provider will not provide any prohibited services or equipment to EDC. If Provider discovers any covered equipment or services are being provided during the contract

performance, then within one business day of such discovery the Provider must notify EDC and provide any information required for compliance purposes.

EDC Additional Terms and Conditions for Federally funded orders

The following Additional Terms and Conditions below apply when it is indicated in the comments section on the front page of this PO that the order is being funded by a Federal Grant or Contract. The Seller (sometimes hereinafter referred to as the “Contractor”, “Provider”, 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 additional provisions:

- a. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Provider agrees to comply with all applicable standards for contracts in excess of \$150,000.
- b. Debarment and Suspension (Executive Orders 12549 and 12689). Provider hereby certifies that neither he/she, nor any principal of the organization, is 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.
- c. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Provider certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Provider must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. This provision must be included in all contracts, subcontracts or subawards exceeding \$100,000 awarded hereunder.
- d. Procurement of recovered materials (2 CFR 200. 323). For Providers that are a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- e. Domestic Preference for Procurements 2 CFR 200. 322. To the greatest extent practicable, Provider shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- f. Provider will comply with applicable prohibitions against discrimination on the basis of: race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.); race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60; sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.); age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90; handicap, in: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41, The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.), and Americans with Disabilities Act 42 USC 12101 et. Seq.; religion, in Executive Order 13798 and the Attorney General’s Memorandum of October 6, 2017, as implemented at 2 CFR 200.300; disability 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; veterans 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.

- g. Employment Eligibility Verification E-Verify (48 CFR 52.222-54). For contracts for commercial or noncommercial services or construction, has a value more than \$3500, and includes work performed in the United States, Provider will enroll in e-Verify and verify new employees.
- h. Common Federal Policy for the Protection of Human Subjects as codified by 45 CFR 46. Provider will comply with requirements on the use of human participants in research.
- i. Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.
- j. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.
- k. Notification of Employee Rights Under Federal Labor Laws, see 29 CFR Part 471, Appendix A to Subpart A, Executive Order 13496. If the value of this Agreement is \$10,000 or more.
- l. Prohibition on Contracting for hardware, software, and services developed or provided by Kaspersky lab and other covered entities (FAR 52.204-23). Provider is prohibited from contracting for hardware, software, and services developed or provided by Kaspersky Lab, and successor entity to Kaspersky Lab; any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or any entity of which Kaspersky Lab has majority ownership.
- m. Construction Contracts (applies to U.S. contractors only):
 - i. For all construction contracts, the provisions set forth in the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." are incorporated herein by reference and are binding on the Seller with the same force and effect as if fully set forth herein.
 - ii. Davis Bacon Act (40 U.S.C. 3141-3148 supplemented by 29 CFR Part 5) –For all construction contracts in excess of \$2,000, contractors are required to pay wages to laborers and mechanics at a rate of not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.
 - iii. Copeland Anti-Kickback Act (40 U.S.C. 3145 supplemented by 29 CFR Part 3). Provider is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
 - iv. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708 supplemented by 29 CFR Part 5). For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Provider is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Provider is obligated to understand the rules and regulations that govern this Agreement. 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.

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 H—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/>