



Request for Quotations (RFQ) 2024-004.

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

**Request for Quotations for the acquisition of
Lot 1: 1,000 tablets and their packaging, 1,000 protective cases for
tablets
Lot 2: 1,000 solar chargers
USAID Doniya Taabolo**

**Issue date:
February 13,
2024**



Education Development Center (EDC) is a global non-profit organization that provides sustainable solutions to improve education, promote health and expand economic opportunities, with a focus on vulnerable and underserved populations.

The United States Agency for International Development (USAID) has chosen EDC to implement the Doniya Taabolo Activity in Mali. The **Doniya Taabolo Activity** will reach 350,000 students in 1,000 public and community schools in the regions of San, Ségou, Dioïla, Koulikoro, Sikasso, Koutiala, Bougouni and the district of Bamako.

The aim of the **Doniya Taabolo Activity** is to improve the teaching-learning of reading-writing, mathematics, and socio-emotional skills of pupils in grades 1 to 4. To achieve this goal, **Doniya Taabolo aims to:**

- 1) Improve the teaching of reading, writing and mathematics,
- 2) Strengthen the education system's ability to deliver quality education,
- 3) Increase community support for their children's learning, by strengthening parents' ability to support their children's learning.

Organizations submitting bids in response to this solicitation have no relationship with USAID under the terms of this solicitation or any resulting contract. All communications regarding this RFQ should be addressed to **USAID Doniya Taabolo**.

1. Purpose and eligibility

1.1 Purpose

The purpose of this Request for Quotations is to invite Bidders to submit their offer(s) for the supply of 1,000 tablets and their packaging, 1,000 protective cases for the tablets and 1,000 solar chargers in two lots detailed below for the minimum technical specifications. Bidders may submit bids for one or both lots.

1.2 Eligibility

This procurement offer is open only to organizations incorporated or legally organized under the laws of any country not sanctioned by the U.S. government. Offers from organizations incorporated or legally organized under the laws of countries sanctioned by the United States will not be considered.

2. General information

2.1 Original Bid document

EDC must retain the Request for Quotations and all related terms and conditions, documents, and other attachments in their original form in an archive. Any modification of these, either in the Bidder's proposal or in the ensuing contract, is grounds for immediate disqualification.

2.2 RFQ provisions

1. All information provided by EDC in this RFQ is given in good faith. EDC does not certify items that contain errors. EDC is not responsible for any use of the information or for any claims arising therefrom.
2. This Request for Quotations in no way commits EDC to pay any costs incurred by the Bidder in submitting a proposal. This is the responsibility of the Bidder.
3. All documents submitted in response to this RFQ become the property of EDC upon delivery to EDC.
4. Additional documents may be required prior to selection.
5. This contract is free of all taxes and customs duties in accordance with USAID's agreements with the Government of Mali.
6. In the event of any discrepancy between the English and French versions of this Request for Quotations, the English version shall take precedence.

2.3 Events calendar

The following schedule applies to this RFQ but may change according to EDC's needs or unforeseen circumstances. Changes to this schedule will be announced as formal amendments to the RFQ.

LINE	TIME	DATE	Program
A	17:00 from Mali (12h from Washington, USA)	February 20, 2024	Deadline for submitting questions to EDC. Questions must be in writing and submitted via email to AcquisitionsDT@edc.org
B	5:00 p.m. Mali time (12:00 p.m. Washington, USA)	February 22, 2024	Estimated date for EDC responses
C	1:30 p.m. from Mali (8h30 from Washington, USA)	February 28, 2024	RFQs must be submitted by e-mail to the following address AcquisitionsDT@edc.org

2.4 Inspection and acceptance

Under any contract awarded in response to this solicitation, USAID Doniya Taabolo may inspect and test the equipment in each of the two lots to determine compliance with the terms of the contract and its attachments. Unless otherwise agreed in writing by USAID Doniya Taabolo,



USAID Doniya Taabolo shall have the right to inspect the conformity of both lots prior to payment or acceptance of the equipment, in accordance with Part 2-513(1) of the UCC. Payment made prior to compliance inspection does not constitute acceptance thereof nor does it waive EDC's right to inspect them or any remedy of EDC, with Part 2-512(2) of the UCC. Material from each rejected lot or material from each lot in excess of the quantity ordered may be returned to the selected Bidder at its expense.

3. Bid submission and selection

3.1 Bidder's understanding of the Request for Quotations

By responding to this RFQ, the Bidder fully understands the RFQ in its entirety and in detail, which includes making any inquiries necessary for EDC to gain this understanding. Questions of clarification must be submitted by prospective Bidders - in writing - by the date and time designated in **Line A** of the table in 2.3. Answers will be published in writing. EDC reserves the right to disqualify, at its sole discretion, any Bidder submitting a bid that does not comply with these provisions or demonstrates a lack of understanding. This right extends to cancellation of the contract if one has been signed. Such disqualification and/or cancellation shall be without cost or liability to EDC.

3.2 Communication

Verbal communications are not effective unless formally confirmed in writing to the EDC contact in charge of managing the bidding process. Verbal communications will in no case take precedence over written communications.

Questions and queries from Bidders relating to this Request for Quotations must be sent by email in English or French before the date and time designated in **Line A** of the table in Part 2.3, to:

E-mail: AcquisitionsDT@edc.org

For questions and/or requests to be processed, the Bidder must put as the subject of the email: ***"Questions regarding the solar tablets and chargers RFQ."***

3.3 Bid submission

All quotations must include a letter provided on company letterhead or stationery and be signed in writing by the Bidder's authorized officer. It is not acceptable to provide only the typed name of the Bidder's representative. Quotations submitted without a written signature will not be considered. The Bidder's authorized officer signing the letter must also sign all other parts of the quotation requiring signature.

The offer should be sent to:



E-mail: AcquisitionsDT@edc.org

Offers must be sent only to the above e-mail address.

It is the Bidder's responsibility to ensure that the quotation is delivered to EDC by the deadline indicated in this Request for Quotations.

All quotations must be received by EDC before the date and time designated in **Line C** of the table in Part 2.3.

3.4 Offer eligibility

3.4.1 Complete offers

Bidders must submit **all** components required by this Request for Quotations, including its appendices, so that their bid is complete. See Appendix C for a list of items to be included.

Prior to evaluating bids, EDC will determine which bids include the components required for the bid to be considered complete. Please note that while EDC will determine some bids to be complete, this determination does not mean that an award will be made to one or more Bidders with complete bids. Only complete bids will be evaluated and considered.

3.4.2 Compliance with technical specifications and requirements

Bidders may be disqualified if bids do not comply with Part 4, *Technical Specifications and Requirements*.

3.4.3 Past performance

Bidders may be disqualified if an audit of past performance does not show that the Bidder has been unable to deliver similar goods satisfactorily.

3.5 Evaluation criteria

EDC will evaluate all eligible bids on the basis of price. At the end of the evaluation process, selected Bidders may be asked to provide samples of the proposed products.

3.6 Selection

EDC may award one or more contracts resulting from this RFQ to the Bidder or Bidders whose bid or bids offer the best value. EDC may also (a) reject any or all bids, (b) accept a bid other than the best bid, or (c) accept more than one bid. Contracts may be drawn up for all or certain lots. EDC, at its sole discretion, may disregard informal items and minor irregularities in bids received.



EDC may award a contract without discussions with Bidders. Bidders are therefore strongly encouraged to submit their best offer in their initial bid. EDC reserves the right to conduct discussions, which may result in bid revisions, with one or more Bidders if EDC determines, in its sole discretion, that discussions are necessary. Such discussions may include oral presentations provided by the Bidder.

4. Technical specifications & requirements

4.1 Specifications

All specifications in Part 4.1 must be met. Bidders may submit bids for One or both lots. Bidders are prohibited from providing telecommunications equipment or services 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 these companies. Any quotation including such equipment will be considered inadmissible.

Bidders must provide a side-by-side comparison of technical specifications. The comparison is between the technical specifications detailed in the Request for Quotations and the technical specifications proposed by the Bidder. The Bidder's technical specifications must include the proposed brand name and specific model number of each proposed product. Bidders who do not include a side-by-side comparison of the proposed technical specifications will not be considered eligible.

Preference will be given to Bidders who provide documents proving that they are authorized (valid letter of authorization) by the brand/manufacturer to distribute and sell such products.

4.1.1 Technical and detailed specifications

Lot 1

- Tablets
- Tablet protective cases
- Packaging

Descriptions	Details
	Operating system: Android 12
	Network: Nano SIM compatible with 4G and 5G
	Display: 7" IPS
	Resolution: 600 x 1024 16M color
	Camera: Front camera: 12 MP

Tablets	Rear camera: 13 MP
	Dimensions: 189.20*107.60*89.15 mm
	Internal memory/capacity: 128GB, RAM 8 GB
	Connectivity: Wi-Fi, Bluetooth, GPS, USB and FM
	Battery capacity: 6000 mAh/LI-lion
	Sensor: Gravitational
	Accessories: Power adapter, USB type-C cable, earphone, and protection kit
	Sound/Speaker: Internal speaker
	Card type supported: Micro SD/SDHC/SDXC
Tablet protective cases	Protects the tablet from fingerprints, scratches, and bumps
	-Protects the screen and rear shell (flap protection)
	-Foldable form capable of supporting the tablet in a seated position
	-Easy access to all controls and functions; speakers, camera, and other ports
	the -case must be adapted to the proposed tablet
	-Case material must be silicone
Packaging Tablets	The selected Bidder will be responsible for:
	- Install on all tablets the Stepping Stone application (or 'SStone' Android application developed by the project, which will be made available to the Bidder for installation);
	- Put all the data (Educational Videos/Films) produced by the project which will be made available to the Bidder for Copy and Paste in the directory of the SStone application installed on the tablets ;
	- Test the functionality of the SStone application with educational content.

Lot 2
Solar chargers

Descriptions	Details
Solar charger	Size: Height: 15 cm, Width: 7.5 cm, Depth: 1 cm for carrying in a backpack/handbag
	Capacity: Sufficient to fully charge a tablet in 2 hours min. 20,000 mAh
	Application/Use: Tablet (as defined above)
	Cable: USB Micro cable (for connection to tablet)
	Accessories: Power adapter, USB headphone cable and protection kit
	Size: Portable. Small enough to be carried in a backpack/handbag

4.1.2 Quantities

Quotations are requested for the following quantities:

Lot 1

N°	Descriptions	Quantity
1.	Tablets	Thousand (1,000)
2.	Protective case	Thousand (1,000)
3.	Packaging	Thousand (1,000)

Lot 2

N°	Descriptions	Quantity
1.	Solar chargers	Thousand (1,000)

4.1.3 Lot verification

EDC will verify and test the equipment for each of the two lots and determine compliance with the specifications described in section 4.1.1 of this Request for Quotations. Any payment made prior to verification does not constitute acceptance of one or both lots.

Following verification by EDC's representative, EDC may reject any or all delivered items that fail verification or do not conform to required specifications and standards. The decision of the EDC representative with respect to the technical specifications and the expected result will be final and irrevocable for all parties.

4.1.4 Packaging

The selected Bidder shall deliver each material of each lot in its original packaging in accordance with the **Delivery Schedule and Delivery Location**.

The selected Bidder shall certify that all services rendered are in compliance with local laws and regulations in terms of health, safety and environmental standards and requirements. The selected Bidder agrees to acquire all licenses, permits and other authorizations necessary for packing and delivery.

4.1.5 Delivery schedule and location

The offer must be based on the following delivery schedule:

Items	Planning	Place of delivery
-------	----------	-------------------

Lot 1	Within 30 working days of the award of the contract resulting from this Request for Quotations	Bureau EDC Doniya Taabolo Rue 341, door: 446 not far from the obelisk monument Hamdallaye ACI 200 Bamako, Mali
Lot 2	Within 30 working days of the award of the contract resulting from this Request for Quotations	Bureau EDC Doniya Taabolo Rue 341, door: 446 not far from the obelisk monument Hamdallaye ACI 200 Bamako, Mali

If the Bidder is unable to deliver the items as indicated above, they must propose an alternative delivery schedule, but preference will be given to companies that can deliver the items on time.

The selected Bidder must ensure that during deliveries, the materials of each lot must be protected against bad weather (rain, mold, dust, etc.) and other elements which may damage them, and that delivery is made in a suitable vehicle.

4.1.6 Warranty

All Bidders must provide warranty information for each lot of equipment for their bid to be considered. In addition to any other expenses or warranties involved, Bidders must expressly warrant that:

- Any technology delivered under a contract resulting from this RFQ shall be merchantable, new, fit for purpose, free from defects in design and workmanship, drawings, descriptions, and specifications provided, and free from liens and encumbrances and that their use, distribution or resale by EDC will not infringe any patent, trademark, trade secret or other third-party intellectual property.
- None of the products delivered under any contract resulting from this RFQ shall be counterfeit.
- The successful Bidder must replace defective products with new ones at no cost to EDC.
- The selected Bidder will perform the services in accordance with industry standards.
- The successful Bidder shall be solely responsible for any loss or damage to the goods in transit.
- The successful Bidder will carry reasonable insurance and will provide proof of insurance upon request.

These warranties cannot be voided by EDC's acceptance of or payment for the materials.

4.1.7 Other specifications

Bidders may not provide any materials manufactured, produced, or shipped from U.S. government sanctioned countries. Quotations including materials/items from U.S. government sanctioned countries will not be considered.

4.2 Shipping

If the selected Bidder is to ship the materials by air or sea, such shipment must comply with USAID and U.S. Government regulations requiring shipment by a U.S. flag carrier. If such a carrier is not available for all or part of the shipment, the Bidder must provide specific information in this regard, for which section of the shipment, what percentage will be shipped by a U.S. carrier and what percentage by a foreign carrier. The Bidder must be able to initiate shipment of the materials in each integrated lot so that they are delivered on the dates specified in part 4.1.5.

All Bidders must provide a shipping schedule for their bid to be considered, the schedule must indicate the country of origin of the shipment if known.

5. RFQ price requirements

The quotation must include all material costs, including any components needed to meet the requirements of Part 4, and all costs of shipping and/or in-country delivery. The quotation must include costs for:

- 1) per unit ;
- 2) shipping and/or delivery in the country;
- 3) applicable fees;
- 4) total cost.

The country of manufacture of each material must be indicated and included in the quotation. If the Bidder is a Malian entity, the quotation must be in CFA francs. If the Bidder is a non-Malian entity, the quotation must be in US dollars. All Bidders must provide a price guarantee stipulating that the quotation will remain valid for 90 days.

Bidders must include the following administrative documents in their bids:

- a) Registration documents / proof of entry in the commercial register
- b) CNSS certificate or equivalent (only required for Malian companies)
- c) Certificate / proof of solvency (only required for companies in Mali)
- d) Current tax certificate
- e) Tax ID card or **equivalent**
- f) Certified records / declarations for the last two years (only required for companies in Mali)



g) Attestation of monthly declaration of VAT and related taxes (only required for Malian companies)

6. Contract type and payment

A single fixed-price contract may be awarded following this Request for Quotations. The contract payment schedule is as follows:

Lot	Deliverable	Contract payment amount
Lot 1	After delivery, verification, and acceptance	15% of the contract amount will be paid on signature and 85% on delivery of the entire contract awarded.
Lot 2	After delivery, verification, and acceptance	15% of the contract amount will be paid on signature and 85% on delivery of the entire contract awarded.

Total payment will be reduced by 1% per calendar day for late delivery. Determination of "in case of delay" will be considered any delivery that is made after the date in the Bidder's delivery schedule, and this language will be incorporated into any contract resulting from this RFQ.

EDC reserves the right, at its sole discretion, to modify the payment schedule prior to contract award. EDC further reserves the right to require the Bidder to provide a performance or bank guarantee.

7. Organizational information and certification form

For their bid to be considered, Bidders must complete and submit the Organizational Information and Certification Form, included as **Appendix A** to this Request for Quotations, and send any attachments it requires.



Appendix A - Organization Certification

The Bidder shall ensure that such certification is duly completed and properly executed by an authorized agent of the Bidder's company;

A1. Organizational information

Bidder's full legal company name :

Year of establishment :

Details of the quotation :

- (a) Full name and title :
- (b) Full office address :
- (c) Phone number :
- (d) Fax number :
- (e) Email address :

Bidder's Entity ID number¹ :

The Bidder, by ticking the appropriate box(es), certifies that ;

- Bidder is a **non-US entity** and operates as:
- corporation incorporated under the laws of _____ (country),
 - an individual,
 - a partnership,
 - a non-profit, non-governmental organization,
 - a non-governmental educational institution,
 - a government organization,
 - an international organization, or
 - a joint venture.

- The Bidder is an **American entity** and operates in :
1. operates as :
- it operates as [] a corporation incorporated under the laws of the State of _____ (state),
 - an individual,

¹ Bidders who currently have a Dun & Bradstreet number must provide this information. Bidders not registered with Dun & Bradstreet can do so at <http://fedgov.dnb.com/webform>. Registration is free of charge. A Dun & Bradstreet Number is not required to submit a quotation, but may be required for the award of a contract. Whether or not a Bidder has a Dun & Bradstreet Number will not affect the evaluation of its bid.

- a partnership,
- a non-profit, non-governmental organization,
- a state or local government 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 codes for this RFQ are 441110, 441210 and 441221) :

- Small Business (SB) (Self-certification)²
- Small Disadvantaged Enterprise (SDE) (Self-certification)
- Zone HUB Small Business (Self-Certification not available), Certification issued by
- Woman-owned small business (WOSB) (Self-certification)
- Veteran Owned Small Business (VOSB) (Self Certification)
- Disabled Veteran Owned Small Business (DVOSB) (Self - Certification)
- Large Enterprises (GE)
- Other certification :

In addition to the above, the Bidder shall comply with the Small Business Administration's Standard Size Chart. (See www.sba.gov for more information.)

A2. References

Names, e-mail addresses, telephone numbers and contact persons at **three organizations** (preferably in Mali) to which the Bidder has supplied similar contracts and similar or larger quantities over the past 24 months, which EDC may call for references, and a description of the type of materials supplied to each organization. It is recommended that the Bidder alert the contacts that their names have been submitted and that they are authorized to provide performance information if requested by EDC.

The Bidder must submit a separate set of references for each lot included in its bid. If submitting a bid for lots 1, and 2, two references must be provided for each lot and must demonstrate past experience for the items in each lot. Failure to provide this information may result in disqualification of the bid.

² Please refer to Appendix B for standard definitions of "small business," "small disadvantaged business," etc. Notice: Under 15 U.S.C. 645(d), any person who misrepresents the size of a business will be (1) fined, imprisoned, or both, (2) subject to administrative action, and (3) ineligible for programs under 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/. Registration is free of charge.

Reference N°1 :

Organization name :
Contact person :
Email address :
Phone number :
Type of equipment supplied :
Value of materials supplied :
Month and year of supply :

Reference N°2 :

Organization name :
Contact person :
Email address :
Phone number :
Type of equipment supplied :
Value of materials supplied :
Month and year of supply:

Reference N°3 :

Organization name :
Contact person :
Email address :
Phone number :
Type of equipment supplied :
Value of materials supplied :
Month and year of supply :

A3. Incorporation, registration and litigation

The following documents must be included in your offer.

Documents proving the Bidder's current legal incorporation in the country where it is incorporated:

Seal

One of the Bidder's current active registration in Mali, proving that it can legally operate in Mali, *if the Bidder will perform any work under a contract resulting from this Request for Quotations in Mali.*



- Seal
- The Bidder certifies that it will not perform any work under a contract resulting from this Request for Quotations in Mali and certifies that it can legally operate in the country or countries in which any work under a contract resulting from this Request for Quotations in Mali will take place.

Information on any current lawsuit, legal proceeding or other dispute in which the Bidder or any collaborating entity is involved, regardless of the jurisdiction where the dispute takes place.

- Seal
- The Bidder certifies that it is not currently involved in any lawsuits, legal proceedings or other disputes.

A4. Key people

The names and titles of the Bidder's key persons are :

- (a) Senior officers of the organization's governing body (CEO, vice-CEO, treasurer, secretary to the board of directors or shareholders);
- (b) the organization's chief officer and deputy (executive director, deputy director, president, vice-president);
- (c) Program manager for the proposed contract ;
- (d) any other person having significant responsibilities for the administration of activities or resources funded by the United States with respect to the delivery of the proposed services.

A5. Acknowledgement and agreement of the contents of this Request for Quotations

By signing this form, the Bidder acknowledges and agrees to the contents of this Request for Quotations and all accompanying schedules, terms and conditions, including but not limited to the payment terms in Part 6.

A6. Compliance with applicable laws and regulations

By signing this form, Bidder agrees to comply with applicable U.S. federal laws, including those on affirmative action, E-Verify, equal employment opportunity, use of human participants in research, disability, prohibition of support for terrorism, prohibition of human trafficking and discrimination, and if the value of the contract resulting from this solicitation 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. Bidder hereby certifies that it has no unpaid state or federal taxes. Bidder will cooperate with EDC in its efforts to comply with all laws, regulations and terms and conditions of award imposed by EDC on the sponsor(s) of this project.

A7. Exclusion and suspension

The signatory further certifies that his company (tick box) :



IS
 IS NOT

currently excluded, suspended or about to be excluded from any United States federal entity. Signatory agrees to notify EDC of any change in its status until an award has been made under this RFQ.

A8. Offer validity

This offer is submitted in response to a Request for Quotations issued by EDC. The signatory is a duly authorized officer and hereby certifies that :

Bidder's name

Consents to be bound by the contents of this quotation and agrees to the terms, conditions and provisions of the Request for Quotations to which it responds. The quotation must remain effective for a **period of 90 calendar days from the** due date of the RFQ.

A9. Authorized traders

Person[s] authorized to negotiate on behalf of this firm under this Request for Quotations :

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

A10. Signature

Signature of authorized officer :

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

Appendix B - Definitions (US entities only)

Small Business (SB)

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

Small Disadvantaged Enterprise (SDE)

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

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

Economically disadvantaged individuals are defined as those for whom problems in accessing financial opportunities have prevented them from competing in the free enterprise system, in contrast to people in similar businesses who are not identified as socially disadvantaged.

Small business HUBZone - Historically underutilized economic zone

A small business classification appearing on the U.S. Small Business Administration's [Qualified HUBZones Small Businesses list](#). To determine if your business is located in a HUB Zone, or to bid 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 at least 51 percent owned and actively managed by one or more women, either with U.S. citizenship or resident alien status. Learn more about SBA's Office of Women Business Owners at

Veteran-owned small business (VOSB)

A small company that :

- i. At least 51% unconditionally owned by one or more veterans as defined in 38 U.S.C. (101 (2) or, in the case of a publicly owned company, at least 51% of the shares of that company unconditionally owned by one or more veterans; and



- ii. The day-to-day management and operation of businesses controlled by one or more veterans.

Learn more about the SBA Office of Veterans Affairs Business Development at:
<http://www.sba.gov/aboutsba/sbaprograms/ovbd/index.html>.

Small Business Owned by Disabled Veterans (PEAACI)

A small company that is :

- i. At least 51% unconditionally held by one or more disabled veterans, in the case of a publicly owned company, at least 51 of the shares that are unconditionally held by one or more disabled veterans, and ;
- ii. Disabled veterans, or in the case of a disabled veteran with a permanent or severe disability, the spouse or permanent caregiver of such a veteran.

"Disabled war 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 about the U.S. Department of Veterans Affairs at: <http://vabenefits.vba.va.gov/vonapp/main.asp>.

NAICS

The North American Industry Classification System (NAICS) is the standard used by federal statistical agencies to classify business establishments for the sole purpose of collecting, analyzing and publishing statistical data on the U.S. business economy. For more information, go to NAICS at <http://www.census.gov/eos/www/naics/>.

Appendix C- List of required components (to be returned with quotation) :

Items to be included in the offer.			
Please check items and tick cells in the "Submitted" column to ensure that all items in your submission are included.			
	<i>Items to be included in the submission</i>	<i>Submitted</i>	
1.	Appendix A - completed and signed. NOTE: An incomplete Appendix A may not be accepted by EDC and the offer may not qualify for further review.		
2.	Appendix C - List of components required for the offer		
3.	Complete technical specifications for each type of equipment proposed		
4.	Warranty information		
5.	Delivery schedule for each lot included in the offer		
6.	Price guarantee (90 days)		
7.	Appendix D- Financial offer completed in Microsoft Excel in accordance with the template.		
8.	List of administrative documents to enclose with the application: a) Registration documents / proof of entry in the commercial register b) CNSS certificate or equivalent (only required for Malian companies) c) Certificate / proof of solvency (only required for companies in Mali) d) Current tax certificate e) Tax ID card or equivalent f) Certified records / declarations for the last two years (only required for companies in Mali)		

Person[s] authorized to sign on behalf of this firm : _____

Date : _____

Signature : _____

Appendix D: Model financial offer for Malian companies: in CFA francs

The quotation must be printed on the Bidder's letterhead, dated and signed by the authorized representative.

Number	Description	Quantity	Unit price of item, including applicable charges (CFA) (B)	Total cost For articles (CFA) (A*B) = (C)	Transportation costs to Bamako, if applicable (CFA) (D)	Grand total (CFA) (C+D) = (E)
Lot 1.	Tablets	1,000 (thousand)				
	Tablet packaging	1,000 (thousand)				
	Tablet protective cases	1,000 (thousand)				
	Subtotal lot1					
Lot 2.	Solar chargers	1,000 (thousand)				
	Subtotal lot2					
TOTAL PRICE						

All prices quoted must be tax-free and duty-free. In accordance with USAID's agreement with the Government of Mali, EDC, as the implementing organization EDC Doniya Taabolo, is tax-exempt. VAT exemption will be provided by EDC Taabolo to the selected Bidder upon request and presentation of the proforma invoice.

The country of origin of each item offered is : _____

Person[s] authorized to sign on behalf of this firm : _____

Date : _____

Signature : _____

Appendix D: Model financial offer for non-Malian companies: in US Dollars



The quotation must be printed on the Bidder's letterhead, dated and signed by the authorized representative.

Number	Description	Quantity (A)	Price per item, including applicable charges (USD) (B)	Total cost For articles (USD) (A*B) = (C)	International shipping to Bamako (USD) (D)	Grand total (USD) (C+D) = (E)
Lot 1.	Tablets	1,000 (thousand)				
	Tablet packaging	1,000 (thousand)				
	Tablet protective cases	1,000 (thousand)				
Subtotal lot1						
Lot 2.	Solar chargers	1,000 (thousand)				
Subtotal lot2						
TOTAL PRICE						

All prices quoted are to be tax-free (excluding VAT and excluding Customs). In accordance with USAID's agreement with the Government of Mali, EDC, as the implementing organization EDC Doniya Taabolo, is exempt from taxes. VAT exemption will be provided by EDC Taabolo to the selected Bidder upon request and presentation of the proforma invoice.

The country of origin of each item offered is : _____

Person[s] authorized to sign on behalf of this firm : _____

Date : _____

Signature : _____



Appendix E-Education Development Center, GENERAL TERMS AND CONDITIONS OF SALE

1. **Offer and Contract:** The following terms, conditions and certifications, in addition to the terms and conditions set forth on the face of an individual EDC purchase order (the "Order"), together with any drawings, specifications or other documents attached thereto or incorporated by reference therein, shall apply to the order of goods described therein ("Goods"). Orders are only valid if made in writing. If the price, terms, shipping date or any other condition expressed in the order is not acceptable, EDC shall be so advised and shall accept in writing any change prior to shipment or delivery. The order shall be deemed accepted (i) upon timely delivery, freight prepaid ("DDP") in accordance with International Commercial Terms 2020 (Incoterms 2020) of the Goods, to the delivery address indicated on the order, or any other written condition of EDC, and (ii) upon verification that the Goods are undamaged, conform to the order specifications and are in good working order. The order and each attached or incorporated document, including these terms and conditions and the certifications, shall be construed together as one and the same agreement (the "Agreement"). In the event of any irreconcilable conflict between the provisions of the Order and the provisions of these General Conditions and Certifications, the provisions of the Order shall control. EDC hereby objects to any different or additional terms without its prior written consent. The Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of law principles.
2. **Changes:** Unless otherwise specified in the Order, EDC may make changes to the Order at any time, and Supplier shall accept such changes. If any change results in an increase or decrease in price and/or time required for performance, an equitable adjustment will be made and the Order will be modified in writing accordingly. Any request by the Supplier for an adjustment under this provision may be considered abandoned unless it is made in writing (including the amount of the request) and delivered to EDC within 10 days of the date of receipt by the Supplier of the change to the Purchase Order requested by EDC.
3. **Termination for Convenience or Cause:** EDC may at any time terminate the Order or any part thereof (i) for its sole convenience prior to delivery or (ii) for cause. Cause under the Agreement includes, without limitation, Supplier's breach of any provision of the Agreement, Supplier's insolvency, voluntary or involuntary bankruptcy proceedings by or against Supplier, the appointment, with or without Supplier's consent, of any trustee or receiver for a substantial portion of Supplier's assets, any assignment for the benefit of Supplier's creditors, or delivery of defective or non-conforming Goods. In the event of partial termination, the Supplier shall continue performance of the unterminated part of the Order. Upon notice of termination, the Supplier shall immediately cease all work and/or shipment of Goods and cause its suppliers and/or subcontractors to cease work against the Order, unless such notice of termination specifies otherwise. Supplier shall not be paid for any work performed or costs incurred after receipt of such notice of termination, nor for any costs incurred by Supplier's suppliers which Supplier could reasonably have avoided. In the event that EDC terminates the Order, or any part thereof, for convenience, Supplier shall receive a reasonable termination fee consisting of a prorated percentage of the Order price reflecting the percentage of acceptable work performed prior to the notice of termination, plus actual documented direct costs resulting from the termination. In the event that EDC terminates the Order, or any part thereof, for cause, EDC shall not be liable to Supplier for any

amount and Supplier shall be liable to EDC for all losses, damages and expenses incurred, including any additional costs incurred by EDC for the purchase of substitute goods.

4. **Delivery:** The time and place of delivery are essential for the Order. Delivery of materials shall be made at the time and place specified. Acceptance of any part of the Order shall not obligate EDC to accept future shipments or deprive EDC of any of its rights, including, but not limited to, the right to return previously accepted materials pursuant to Section 2-326 of the Uniform Commercial Code (the "UCC"). In addition, the Supplier is responsible for ensuring that all customs and import formalities and requirements are properly completed.

5. **Notice of delay:** The Supplier shall immediately notify EDC in writing of all relevant information relating to any delay or threatened delay in the performance of the Order in a timely manner.

6. **Prices:** The prices indicated in the order are firm fixed prices, DDP at the specified place of delivery, and are not subject to increase during the term of the order.

7. **Force Majeure:** EDC may delay delivery, performance or acceptance of Goods ordered hereunder due to causes beyond its control. Supplier shall hold such Goods at EDC's direction, and Supplier shall deliver the Goods when the cause of delay is removed. EDC shall be liable only for Supplier's direct additional costs incurred in holding the Goods under this Agreement at EDC's request. Causes beyond EDC's control include, but are not limited to, government action or failure to act when necessary, strike or other labor dispute, fire or similar disaster, and extreme weather or other acts of God.

8. **Warranties:** In addition to any other express or implied warranties, Supplier expressly warrants that all Goods delivered under the Order will be merchantable, new, fit for purpose, of the quality and grade specified, free from defects in design, material and workmanship, conform to all samples, drawings, EDC's use, distribution or resale of the Goods will not infringe any patent, trademark, trade secret, copyright or other proprietary, intellectual property or other right of any third party. The warranties set forth in this section shall not be waived by reason of EDC's acceptance of or payment for the Goods.

9. **Compliance:** Supplier certifies that all Goods, software and/or technology (the "Items") furnished under the Order, including related materials and incidents, will comply with all applicable federal, state and local laws and regulations regarding health, safety and environmental standards and requirements. Compliance with all applicable provisions of EDC's Supplemental General Conditions is required. Supplier agrees to obtain all licenses, permits and other authorizations that 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. In addition, Supplier confirms that none of the Articles originate from (or incorporate articles from) countries targeted by U.S. sanctions programs. Supplier also warrants that the parties and counterparties to this transaction (including (without limitation) insurers, agents and financiers) are not targeted by U.S. sanctions programs.



10. **Risk of Loss:** Supplier assumes all risk of loss or damage to all Goods ordered and all other items related to the order until finally received by EDC in accordance with the terms and conditions set forth herein. Supplier also assumes all risk of loss or damage to all Goods, work-in-progress, materials and other items rejected by EDC for non-conformance.

11. **Inspection:** EDC may inspect and test the Property to determine compliance with the terms of the Order and its Schedules. Unless otherwise agreed in writing by EDC, EDC shall have the right to inspect the Goods for compliance prior to payment or acceptance of such Goods in accordance with Section 2-513(1) of the UCC. Payment for Goods made prior to inspection for compliance shall not constitute acceptance of such Goods or prejudice EDC's right to inspect such Goods or any of EDC's remedies pursuant to Section 2-512(2) of the UCC. Rejected Goods or supplies in excess of quantities ordered may be returned to Supplier at Supplier's expense.

12. **Hold Supplier Harmless:** The Supplier shall defend, indemnify and hold harmless EDC, its directors, supervisors, officers, trustees, agents and employees from and against any and all claims, liabilities, losses, damages, expenses and legal fees of any nature whatsoever, without limitation, arising out of any Goods purchased under the Order or any act, omission, transaction, product or service of the Supplier, its employees, agents, suppliers and subcontractors.

13. **Insurance:** The Supplier shall maintain adequate insurance in all forms necessary to protect the Supplier and EDC against all liabilities, losses, damages, claims, settlements, expenses and legal costs arising out of or resulting from the performance of this Agreement. Nothing herein shall reduce, diminish or affect Supplier's liability for the consequences of any accident, occurrence, damage, loss and associated costs arising out of or resulting from the performance of this Agreement.

14. **Limitations:** EDC shall not be liable to Supplier, its employees, representatives, agents, subcontractors or suppliers for any incidental or consequential damages. EDC's liability for any claim for loss, damage or expense arising under this Agreement shall not exceed the price of the goods giving rise to the claim. EDC shall not be liable for penalties of any kind. Any action arising out of an alleged breach of this Agreement by EDC must be commenced within one (1) year after the cause of action accrues.

15. **Indemnification-Patents/Copyrights:** The Supplier agrees to indemnify and hold EDC harmless from and against any and all claims, liabilities, losses, damages and expenses, including legal fees, arising out of or due to any actual or alleged infringement of trademarks, patents or copyrights and any litigation based thereon, with respect to any part of the Goods and work covered by the Order. The Supplier shall defend any such litigation brought against EDC. Supplier's obligations hereunder shall survive acceptance of and payment for the Goods by EDC.

16. **Use of Education Development Center Name:** Supplier shall not use the name of Education Development Center or any EDC employee, or any EDC trademark in its sales promotion, advertising or other publications without the prior written consent of EDC.



17. **Assignment:** No part of the Order may be assigned, transferred or subcontracted by the Supplier without the prior written consent of EDC.

18. **Waiver:** The failure of EDC to insist upon performance of these Terms or to exercise any right or privilege, or the waiver by EDC of any breach hereunder shall not thereafter operate as a waiver of the same or any other term, right or privilege or affect any subsequent breach.

19. **Set-Off:** Any amount owed by EDC to Supplier shall be subject to deduction for any set-off, recovery, counterclaim or right of indemnity arising under this Order or otherwise.

20. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, such part shall be severed from the Agreement and the remainder of the Agreement shall continue in full force and effect as written.

21. **Tax Exemption:** EDC is a Massachusetts nonprofit corporation, tax-exempt and exempt from payment of Massachusetts sales taxes (Cert. 042-241-718 expires 1/4/2019), District of Columbia sales taxes (Cert. 350000037579), and New York state and local sales taxes (Cert. EX-107586), as well as federal excise taxes. Supplier shall not invoice EDC for these taxes. Proof of exemption is available upon request.

22. **Disputes:** Any controversy, claim or dispute arising out of or in connection with this Order shall be resolved in accordance with the Expedited Arbitration Rules of the American Arbitration Association or other similar dispute resolution organizations. Arbitration proceedings shall take place at a mutually agreed location. The award in any arbitration proceedings shall be final and binding on all parties and judgment thereon may be entered in any court of competent jurisdiction upon application by either party. Each party shall bear its own costs and fees, including attorneys' fees, incurred in connection with the dispute resolution proceedings or arbitration. EDC shall advise Supplier whether performance of this Order shall continue during the resolution of any dispute.

23. **Examination of Records:** The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after the last payment under this contract, have access to and the right to examine all books, documents, papers and records directly pertinent to the Contractor concerning transactions related to this contract. This paragraph applies only to contracts in excess of \$100,000.

24. **Prohibition of certain telecommunications and video surveillance services or equipment (2 CFR 200.216).** The Provider agrees to comply with Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (EB) 2019 (Public Law 115-232) and Subpart 4.21 of the Federal Acquisition Regulation, and Section 52.204-25 entitled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" ["Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment"] (AUGUST 2020) which prohibits the purchase or procurement of 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



said companies. The Service Provider will not provide prohibited services or equipment to EDC. If the Service Provider discovers that Covered Equipment or Services are being provided in the performance of the Agreement, then within one business day of such discovery, the Service Provider shall notify EDC and provide all information required for compliance purposes.

EDC's additional terms and conditions for orders financed with federal funds

The following Additional Terms and Conditions apply when it is indicated in the comments section of the first page of this Purchase Order that the order is funded by a Federal Grant or Federal Contract. The Seller (hereinafter sometimes referred to as the "Provider", "Supplier" or "Subcontractor") agrees, with respect to this Purchase Order (hereinafter sometimes also referred to as the "Order", "Contract" or "Subcontract"), to be bound by the following additional stipulations:

- a. Clean Air Act of the United States Code (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act of the United States Code (33 U.S.C. 1251-1387), as amended. The Service Provider undertakes to comply with all applicable standards for contracts in excess of US\$150,000.
- b. Debarment and suspension (decrees 12549 and 12689). The Provider hereby certifies that neither it nor any of the organization's officers, is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency, and is not in default of any state or federal tax.
- c. Byrd Anti-Lobbying Amendment (U.S.C. Title 31, para. 1352). The Provider certifies that it will not and has not used appropriate federal funds to pay any person or organization for the purpose of influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the procurement of a federal contract, grant, or other procurement covered by the United States Code (31 U.S.C. 1352). Provider shall also disclose any lobbying situation involving non-federal funds that occurs in connection with obtaining a federal grant. This stipulation must be included in all contracts, subcontracts or subcontracts in excess of USD 100,000 awarded hereunder.
- d. Purchase of reclaimed materials (Code of Federal Regulations 2 CFR 200. 323). Providers that are a state agency or an 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. National Purchasing Preference (2 CFR 200.322.) Whenever possible, the Provider will indicate a preference for the purchase, acquisition or use of goods, products or materials manufactured in the United States (including, but not limited to, iron, aluminum, steel, cement and other manufactured products).
- f. Service Provider will comply with existing prohibitions against discrimination on the basis of: racial origin, skin color or national origin, contained in Title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000d, et seq.]; racial origin, skin color, religion, sex or national origin, contained in Executive Order No. 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations in 41 CFR, Part 60; sex or visual handicap, 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 regulations of the Department of Health and Human Services 45 CFR Part 90; disability, in: section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations 28 CFR Part 41, the Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.), and the Americans with Disabilities Act [42 USC 12101 et. religion, contained in Executive Order 13798 and the Attorney General's Memorandum of October 6, 2017, as implemented in 2 CFR 200.300; disability, 41 CFR 60-741.5(a), which prohibits discrimination against individuals based on disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified disabled individuals; veterans, CFR, Title 41, para. 60-300.5(a), which prohibits discrimination against qualified protected veterans and requires affirmative action by the covered prime contractor and subcontractors to employ and advance in employment qualified protected veterans.

g. E-Verify Employment Eligibility Verification (48 CFR 52.222-54). For commercial or non-commercial services or construction contracts, valued at more than \$3,500 USD, and including work performed in the United States, the Contractor will register on e-Verify and verify the eligibility of new employees.

h. Common Federal Policy for the Protection of Human Subjects, as codified by 45 CFR 46. The Provider will comply with requirements relating to the use of human participants in research.

i. Decree no. 13224 on the freezing of assets and prohibition of transactions with persons who commit or threaten to commit terrorist acts or who 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 No. 13496. If the value of this Contract is greater than or equal to USD 10,000.

l. Prohibition on entering into contracts for hardware, software and services developed or provided by Kaspersky Lab and other covered entities (FAR 52.204-23). The Service Provider is prohibited from entering into contracts for hardware, software and services developed or provided by Kaspersky Lab, and Kaspersky Lab's successor; any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or any entity in which Kaspersky Lab has a controlling interest.

m. Construction contracts (applies to US contractors only) :

i. For all construction contracts, the provisions set forth in the equal opportunity clause provided under CFR, Title 41, para. 60-1.4(b), pursuant to Executive Order No. 11246, "Equal Employment Opportunity" (Federal Register [Federal Register, FR], Volume 30, pp. 12319, 12935, CFR, Title 3 <https://www.law.cornell.edu/cfr/text/3> Compilation 1964-1965 p. 339), as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and the implementing provisions of CFR, Title 41, Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor "are incorporated herein by

reference and shall be binding upon Seller with the same force and effect as if fully set forth herein.

- ii. Davis Bacon Act (40 U.S.C. 3141-3148, as supplemented by 29 CFR, Part 5) - For all construction contracts valued at over US\$2,000, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage-fixing document issued by the Secretary of Labor. In addition, contractors are required to pay wages at least once a week.
- iii. Copeland Anti-Kickback Statute (40 U.S.C. 3145 as supplemented by 29 CFR Part 3). The Service Provider is prohibited from inducing, by any means whatsoever, any person employed in the construction, completion or repair of any public work, to forfeit any portion of the compensation to which such person is otherwise entitled.
- iv. Employment Standards and Labor Hours Act (40 U.S.C. 3701-3708 as supplemented by 29 CFR, Part 5). For contracts valued in excess of USD 100,000 which involve the employment of mechanics or laborers, the Contractor is required to calculate the wages of each mechanic and laborer on the basis of a standard 40-hour work week. Work in excess of the standard working week is permitted provided that the worker is paid at a rate at least equal to one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the working week. No worker or mechanic shall be required to work in unhealthy or dangerous working environments or conditions.

The Provider shall understand the rules and regulations governing this Agreement. The Service Provider shall cooperate with EDC in its efforts to comply with all laws, regulations and terms and conditions of award imposed on EDC by the promoter(s) of this project.