



## **Request for Quotations**

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

**Lot 1: 6 4x4 Vehicles and**  
**Lot 2: 63 Fully Assembled Motorcycles**

**Date of Issuance:**  
September 20, 2023

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

The purpose of the Doniya Taabolo Activity is to improve the reading, writing and math skills of young learners, ages 6-12, including disabled students (equivalent to grades 1-4) in the regions of Koulikoro, Sikasso, Segou, and Bamako District. Specific objectives are to improve learning in reading and math, to improve service delivery system, and to expand Community and Parental Support for Reading and Mathematics Instruction.

## **1 Purpose and Eligibility**

### **1.1 Purpose**

The purpose of the RFQ is to invite prospective offerors to submit quotations for the supplying of the following motor vehicles): **Lot 1** six (6) 4x4 Vehicles and **Lot 2** 63 Fully Assembled Motorcycles and with accessories (helmets, antitheft lock, toolbox). All vehicles and motorcycles will be used for project activities both in Bamako and in the regions of Koulikoro, Ségou, and Sikasso and must therefore be able to withstand the terrain. The motorcycles will be used by field agents based in the regions and must therefore be able to withstand the terrain.

### **1.2 Eligibility**

The authorized Geographic code for this procurement is 935. Code 935 is all countries except prohibited sources countries.

## **2 General Information**

### **2.1 Original RFQ Document**

EDC shall retain the RFQ, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the offeror's submission or subsequent contract, is grounds for immediate disqualification.

### **2.2 RFQ Provisions**

1. All information provided by EDC in this RFQ is offered in good faith. EDC makes no certification that any item is without error. EDC is not responsible or liable for any use of the information or for any claims asserted there from.
2. This RFQ does not under any circumstances commit EDC to pay any costs incurred by the offeror in the submission of a quotation. This is the offeror's responsibility.
3. All materials submitted in response to this RFQ shall become the property of EDC upon delivery to EDC.
4. Additional documentation may be required prior to selection.
5. All quoted prices must be tax and customs free. In accordance with USAID's agreement with the Government of Mali, EDC, as an implementing agency of USAID projects, is exempt from VAT.
6. In the event of a difference between the English and French versions of this RFQ, the English version shall have precedence.

### 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	Time Table
A	5:00 PM Bamako Time (1:00 PM EST, USA)	September 22, 2023	Deadline for submission of questions to EDC by email to be sent AcquisitionsDT@edc.org
B	5:00 PM Bamako Time (1:00 PM EST, USA)	September 25, 2023	Estimated date for issuance of responses by EDC
C	4:00 PM Bamako Time (12:00 PM EST, USA)	October 2, 2023	Deadline for submission of quotations by email to be sent to AcquisitionsDT@edc.org

### 2.4 Inspection and Acceptance

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

## 3 Quotation Submission and Selection

### 3.1 Offeror's Understanding of the RFQ

In responding to this RFQ, the Offeror fully understands the RFQ in its entirety and in details, including making any inquiries to EDC as necessary to gain such understanding. Clarification questions must be submitted by potential offerors—in writing—by the date and time 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 unless formally confirmed in writing by the EDC Contact Person in charge of managing this RFQ process. In no case shall verbal communication govern over written communications.

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

Education Development Center, Inc.  
Attention: **DTA Procurement Team**  
E-mail: AcquisitionsDT@edc.org

In order for the inquiries, questions and requests to be responded to, Offerors must indicate the following as the subject of the email: ***“Questions on USAID/Mali DTA 4x4 Vehicles and Fully Assembled Motorcycles procurement.”***

### **3.3 Quotation Submission**

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

Quotation must be delivered via email to:

Education Development Center, Inc.  
Attention: **DTA Procurement Team**  
E-mail: AcquisitionsDT@edc.org

It is the responsibility of the offeror to ensure that the quotation is delivered to EDC by the deadline date listed in this RFQ.

All quotations must be received by EDC, before 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 its annexes, in order for their quotation to be complete. Please see **Annex C** for a list of the items to be included in the quotation. Before evaluating quotations, 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 evaluated and 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 similar commodities on time and in a satisfactory manner. **The Offeror must provide documentation proving that they are an authorized dealer in the brand of the 4x4 Vehicles and/or Fully Assembled Motorcycles proposed.**

### 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) conforming to this RFQ offer(s) the greatest value. EDC may also (a) reject any or all quotations, (b) accept other than the lowest quotation, or (c) accept more than one quotation. Contracts may be issued for some or all of the 4x4 Vehicles and/or Fully Assembled Motorcycles. EDC, at its sole discretion, may waive informalities and minor irregularities in quotations received.

EDC may award a contract without discussions with Offerors. As such, Offerors are strongly encouraged to submit their best quotations with their original submissions. EDC reserves the right to conduct site visits and/or 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 for 4x4 Vehicles and Fully Assembled Motorcycles

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

#### 4.1.1 Vehicles and Motorcycles

Quotations are requested for the following Vehicles:

#### Lot 1 4x4 Vehicles

English Translation of Specifications		Original specifications in French	
Technical specifications	Minimum	Caractéristiques techniques	Au Minimum
Motor		Moteur	
Number of cylinders	6 cylinders	Nombre de cylindres	6 cylindres
Drive	Left-hand drive	Conduite	Volant à gauche, conduite à droite
Fuel type	Diesel	Carburant	Gasoil
Air filter	On top	Filtre à air	En haut
Type of diesel filter	Pre filtered and diesel filter	Type de filtre à gasoil	Pré filtre et filtre a gasoil
Fuel tank capacity	70 L minimum	Capacité réservoir	70 L au minimum
Transmission		Transmission	
Type of speed	Manual	Type de vitesse	Manuelle
Number of speeds	5	Nombre de vitesses	5 rapports
Transmission	4x4	Transmission	4x4
Brakes		Freinage	
Anti-lock braking system	Yes	Système de freinage avec anti-blocage	Oui
Body Construction		Carrosserie	
Number of doors	Five	Nombre de Portes	Cinq
Roof	Roof Rack	Toiture	Porte-bagages
Rear view mirrors	Electric	Rétroviseurs	Electrique
Rims	Aluminium 17"	Jantes	Aluminium 17"
Color	White, gray, or light color	Couleur	Blanche, grise, couleur claire
Foot step	Lateral	Marche pied	Latéral

English Translation of Specifications		Original specifications in French	
Technical specifications	Minimum	Caractéristiques techniques	Au Minimum
Interior		Intérieur	
Radio FM	Yes	Radio FM	Oui
Air conditioning	Yes	Climatisation	Oui
Heater	Yes	Chauffage	Oui
Seating capacity	8 including driver - minimum	Nombre de places assises	8 au minimum
Front and back window control	Electric	Lève-vitres avant et arrière	Electrique
Arm -rest	Central	Accoudoir	Central
Steering	Assisted	Direction	Assistée
Sun-visor	Driver and passenger	Pare-soleil	Chauffeur et passager
Interior rear-view mirror	Day and night	Rétroviseur Intérieur	Jour et nuit
Security		Sécurité	
Safety belts	All passengers	Ceinture de sécurité	Tous les passagers
Air bag	Driver and passenger	Air bag	Chauffeur et Passager
Tool box	Full set	Trousse à outils	Complet
1 Spare tire	Manufacturer's standard	1 roue de secours	Normes du fabricant
Wipers	Front and back	Essuie-glace	Avant et arrière
Glove compartment	Lockable	Boite à gants	Verrouillable
Remote key lock	2	Télécommandes de fermeture centralisée	2
Accessories		Accessoires	
1 Hi-Lift Jack	Manufacture's standard	1 Cric "Hi-lift"	Normes du fabricant
1 Mechanical Winch or hoist	Manufacture's standard	1 Tire-fort mécanique	Normes du fabricant
1 long tow strap	Manufacture's standard	1 longue sangle de remorquage	Normes du fabricant
Bullbar	Manufacture's standard	1 pare-buffle	Normes du fabricant
1 Toolkit	Manufacture's standard	1 boite à outils	Normes du fabricant

## LOT 2: Motorcycles Fully Assembled – Minimum Specifications

Motorbikes must be fully assembled and suitable for off-road driving with rough terrain (such as Motocross, Sportbike, Off-road, or other similar type motorcycles) and must include accessories (helmets, antitheft lock, toolkit)

English translation of specifications		Original specifications in French	
Technical specifications	Minimum	Technical specifications	Au Minimum
Engine Type	Two stroke	Type de moteur	2 temps
Cylinders	Single	Cylindre	Unique
Transmission	Manual, 5 speed	Transmission	Manuel, 5 vitesses
Starting Method	Kick/ Manual or automatic	Démarrage	Kick/Manuel ou automatique
Displacement (cc)	123	Cylindrée (c <sup>3</sup> )	123

English translation of specifications		Original specifications in French	
Technical specifications	Minimum	Technical specifications	Au Minimum
Color	White, Red, Yellow, Black or Blue	Couleur	Blanc, rouge, jaune, noir ou bleu
Fuel Tank Capacity	9.0L	Capacité du réservoir (l)	9
Brakes	Disc or Drums	Freins	Disques ou tambours
Cooling	Air	Refroidissement	Air
Warranty	Manufacturer Warranty	Garantie	Garantie du fabricant
Helmets	Full-face. Must meet international safety standards	Casques	Casque intégral. Doit répondre aux normes internationales de sécurité
Antitheft Lock	Standard	Serrure antivol	Standard
Toolkit	Standard tool kit	Boite à outils	Boite à outils standard

#### 4.1.2 Quantities

Quotations are requested for the following quantities:

Lot #	Item	Total Quantity (Number of Units)
Lot 1	4x4 Vehicles	Six (6)
Lot 2	Fully Assembled Motorcycles with accessories	Sixty-Three (63)

#### 4.1.3 Delivery Schedule and Location

The quotation must be based on, and include costs for the following delivery locations and schedule:

Item	Quantity (Number of Units) Per Delivery	Delivery Schedule	Location
Lot 1: 4x4 Vehicles	Six (6)	Not later than 40 business days after award of contract	Bamako - Exact address will be provided upon signing of the PO
Lot 2: Fully Assembled Motorcycles and with accessories	Sixty Three (63)	Not later than 40 business days after award of contract	Bamako - Exact address will be provided upon signing of the PO

Offerors who are unable to deliver vehicles within 40 business days may propose an alternate delivery schedule. Preference will be given to Offerors who can meet the 40 business day delivery window after the signing of the contract.

#### 4.1.4 Warranty

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

- All Vehicles/Motorcycles 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 Vehicles/Motorcycles 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 shall not be waived by reason of the acceptance of Vehicles/Motorcycles or payment therefore by EDC.
- Warranty shall be honored through a dealer network throughout the Republic of Mali which can provide original equipment manufacturer parts.

#### 4.1.5 Other specifications

Offerors must state the country of manufacture and/or production of the vehicles. Offerors may not provide any vehicles or motorcycles, which were manufactured or produced in or shipped from countries sanctioned by the US government. Quotations that include Vehicles and/or Motorcycles from countries sanctioned by the US government shall not be considered.

## 4.2 Shipment

The Offeror must be able to complete the shipment of the Vehicles and/or Motorcycles within 40 business days of written notification from EDC that EDC will purchase the Vehicles and/or Motorcycles from the selected Offeror.

If the selected Offeror will need to air or ocean-ship the Vehicles and/or Motorcycles, air or ocean shipping must be in compliance with USAID and U.S. Government regulations which require shipment via US flag carrier. If US flag carrier is not available for all or some of the shipment, Offeror must provide specific information why US flag carrier is not available for which sections of the shipping, what percentage will be shipped by US carrier and what percentage will be shipped by foreign carrier. The Offeror must be able to initiate the shipment of the Vehicles and/or Motorcycles so that they are delivered by the dates specified in Section 4.1.3.

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. See Annex D.

## 5 Price Quotation Requirements

The price quotation must include the costs for the Vehicles and/or Motorcycles including any necessary components to meet the specifications in Section 4 and any shipping and/or regional or in-country transport costs. The quotation must follow the template in **Annex F** and include costs on:

- 1) a per unit basis;
- 2) shipping and/or regional or in-country transportation costs;
- 3) applicable fees;
- 4) the total cost.

**The county of manufacture for each vehicle must be specified and included in the price quotation.** The price quotation must be in U.S. dollars for international Offerors. The price quotation must be in local currency (FCFA) for Offerors from Mali. All offerors must provide a price guarantee that the quotation price remains valid for 90 calendar days.

Offerors must include the following administrative documents in their submission:

- a) Registration documents / proof of registration in commercial register
- b) CNSS certificate or equivalent (required for Mali companies only)
- c) Certificate/ proof of solvency (required for Mali companies only)



- d) Current tax certificate
- e) Fiscal identification card or equivalent)
- f) Certified records/statements of the last 2 years (required for Mali companies only)

## 6 Contract Type and 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
<b>Lot 1:</b> Upon inspection and acceptance of Six (6) 4x4 Vehicles and with accessories	100% of the total amount of the contract
<b>Lot 2:</b> Upon inspection and acceptance of Sixty-Three (63) Fully Assembled Motorcycles and with accessories	100% of the total amount of the contract
The total payment amount shall be reduced by 0.25% per calendar day for late delivery. Late shall be defined as any deliveries that occur after the date listed on the delivery schedule submitted by the Offeror and incorporated into any contract resulting from this RFQ.	

EDC reserves the right, at its sole discretion, to revise the payment schedule before issuance of a contract.

### 6.1 Contract Terms

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

## 7 Organizational Information and Certification Form

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 A** to this RFQ, and submit all the attachments required by the form.

Annex A—Organizational Information Form

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

A1. 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) Code <sup>1</sup>: \_\_\_\_\_

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.

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<sup>1</sup>Offerors that currently have a UEI Code are requested to provide this information. Offerors who are not registered may do so at <https://sam.gov/content/duns-uei>. 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.

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 codes for this procurement are 441110, 441210 and 441221):

- Small Business (SB) (self-certification)<sup>2</sup>
- Small Disadvantaged Business (SDB) (self-certification)
- HUBZone Small Business (self-certification not available), certification issued by \_\_\_\_\_
- Woman Owned Small Business (WOSB) (self-certification)
- Veteran Owned Small Business (VOSB) (self-certification)
- Service Disabled Veteran Owned Small Business Concern (SDVOSP) (self-certification)
- Large Business (LB)
- Other Certification, certification: \_\_\_\_\_

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

## **A2. References**

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

\_\_\_\_\_

Please refer to Annex B 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

**Include copies of 2 contracts/purchase orders that demonstrate proof of past procurements that are similar in type (vehicles) and size (value for money) as this procurement, and for whom references below were provided.** 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.

**If submitting a quotation for both, Lots 1 and Lot 2, three references must be provided for the 4x4 Vehicles and three references must be provided for the Fully Assembled Motorcycles.**

Reference #1:

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

Contact Person:

Email Address:

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

Type of Vehicles Provided: \_\_\_\_\_

Value of the Vehicles Provided: \_\_\_\_\_

Month and Year During Which Vehicles were Provided: \_\_\_\_\_

Reference #2:

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

Contact Person:

Email Address:

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

Type of Vehicles Provided: \_\_\_\_\_

Value of the Vehicles Provided: \_\_\_\_\_

Month and Year During Which Vehicles were Provided: \_\_\_\_\_

Reference #3:

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

Contact Person:

Email Address:

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

Type of Vehicles Provided: \_\_\_\_\_

Value of the Vehicles Provided: \_\_\_\_\_

Month and Year During Which Vehicles were Provided: \_\_\_\_\_

### A3. 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 Mali, demonstrating that the organization can legally operate in Mali, *if the Offeror will complete any work under a contract resulting from this RFQ in Mali.*

Attached

Offeror certifies that it will not complete any work under a contract resulting from this RFQ in Mali and further certifies that it can legally operate in the country(ies) in which all work under a contract resulting from this RFQ will take place.

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 jurisdiction where the litigation resides.

Attached

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

### A4. Key Individuals

The names and titles of the Offeror'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: \_\_\_\_\_

### A5. 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.

**A6. 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.

**A7. 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.

**A8. 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's Name

agrees to be bound by the content of this Quotation and agrees to comply with the terms, conditions and provisions of the referenced RFQ. The Quotation shall remain in effect for a period of 90 calendar days as of the Due Date of the RFQ.

**A9. 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: _____

**A10. Signature**

Signature of Authorized Officer:

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

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

### **Small Business (SB)**

The Small Business Administration (SBA), for most industries, defines a "small business" either in terms of the **average number of employees** over the past 12 months, or **average annual receipts** over the past three years. In addition, SBA defines a U.S. small business as a concern that: is organized for profit; has a place of business in the US; operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor; is independently owned and operated; and is not dominant in its field on a national basis. The business may be a **sole proprietorship**, partnership, corporation, or any other legal form. In determining what constitutes a small business, the definition will vary to reflect industry differences, such as size standards (reference NAICS ([www.census.gov/eos/www/naics/](http://www.census.gov/eos/www/naics/))).

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

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

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

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

### **HUBZone Small Business - Historically Underutilized Business Zone**

A small business concern that appears on the list of Qualified HUBZones Small Businesses maintained by the US Small Business Administration. To determine if your business is located in a HUBZone, or to apply online, go to The Small Business Administration's HUBZone website <https://eweb1sp.sba.gov/hubzone/internet/index.cfm>.

### **Woman-owned Small Business (WOSB)**

A small business that is at least 51 percent owned and actively managed by one or more women with either U.S. citizenship or U.S. resident alien status. Learn more at SBA's Office of Women's Business Ownership at <http://www.sba.gov/aboutsba/sbaprograms/onlinewbc/index.html>.

### **Veteran-Owned Small Business (VOSB)**

A small business concern that is:

- i. At least 51% unconditionally owned by one or more veterans as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans; and
- ii. The management and daily business operations of which are controlled by one or more veterans.

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

### **Service Disabled Veteran-Owned Small Business Concern (SDVOSB)**

A small business concern that is:

- i. At least 51% unconditionally owned by one or more service-disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more service-disabled veterans, and;
- ii. The management and daily business operations of which are controlled by one or more service disabled veterans, or in the case of a service disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

“Service Disabled Veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16). Learn more at the US Dept. of Veteran Affairs <http://vabenefits.vba.va.gov/vonapp/main.asp>.

### **NAICS**

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



Annex C—RFQ Checklist for 4x4 Vehicles and Fully Assembled Motorcycles

Please check the boxes in the column entitled “Submitted” to ensure inclusion of all items in your submission.

	Items to be included with quotation	Submitted
1.	<b>Annex A</b> – Completed and Signed. Make sure to include all required attachments including contracts from similar past orders dating back 24 months or less. NOTE: Incomplete <b>Annex A</b> documentation may not be accepted by EDC and therefore quotations may not qualify for further EDC review.	
2.	<b>Annex C</b> –Checklist for information to include in 4x4 Vehicles and Fully Assembled Motorcycles RFQ submission	
3.	Completed technical specifications for Lot 1: 4x4 Vehicles and/or Lot 2 Fully Assembled Motorcycles	
4.	<b>Annex D</b> – Delivery Schedule	
5.	<b>Annex E</b> - Vehicle Warranty Information	
6.	Price Guarantee (90 days)	
7.	<b>Annex F</b> - Completed Sample Price Quotation Template	
8.	List of administrative documents to include in submission a) Registration documents / proof of registration in commercial register b) Attestation CNSS or equivalent (Malian firms only) c) Certificate/ proof of solvency (Malian firms only) d) Tax certificate e) Fiscal identification card or equivalent (Malian firms only) f) Certified records/statements of the last 3 years (Malian firms only)	
9.	Documentation proving that the Offeror is an authorized representative of the brand of 4x4 Vehicles and/or Fully Assembled Motorcycles offered	

ANNEX D: Delivery Schedule

Item	Quantity (Number of Units) Per Delivery	Country of Origin (if applicable)	Location	Delivery Schedule	Actual Delivery Date
Lot 1: 4x4 Vehicle with accessories	Six (6)		Bamako - Exact address will be provided upon signing of the PO	Not later than 40 business days after award of contract	
Lot 2: Fully Assembled Motorcycles and with accessories	Sixty-Three (63)		Bamako - Exact address will be provided upon signing of the PO	Not later than 40 business days after award of contract	

ANNEX E: 4x4 Vehicle Warranty Information

All offerors must provide a document with proposed or applicable warranty for each of the 4x4 Vehicles in order for their quotation to be reviewed. In addition to any other express or implied warranties, offerors must expressly warrant that (Please tick all three boxes):

- All 4x4 Vehicles 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 Vehicles 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 shall not be waived by reason of the acceptance of Vehicles or payment therefore by EDC.
- Warranty shall be honored through a dealer network throughout the Republic of Mali which can provide original equipment manufacturer parts.

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Printed Name

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Signature

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Date

ANNEX E: Fully Assembled Motorcycle Warranty Information

All offerors must provide a document with proposed or applicable warranty for each of the Vehicles in order for their quotation to be reviewed. In addition to any other express or implied warranties, offerors must expressly warrant that (Please tick all three boxes):

- All Motorcycles 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 Vehicles 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 shall not be waived by reason of the acceptance of Motorcycles or payment therefore by EDC.
- Warranty shall be honored through a dealer network throughout the Republic of Mali which can provide original equipment manufacturer parts.

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Printed Name

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Signature

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Date

Annex F. Price Template for International Offerors

Item	Description	Specifications Offered	Quantity Needed  (A)	Unit Price including applicable fees (USD)  (B)	Total Cost For All Vehicle or Motorcycle (USD)  (A*B)=C	International Shipping or Transportation cost of Vehicles or Motorcycles to, Bamako Mali (USD)  (D)	Total Price (USD)  (C+D=E)
Lot 1	4x4 Vehicles		Six (6)				
Lot 2	Fully Assembled Motorcycles		Sixty-three (63)				

Note: All quotes must be Value Added Tax (VAT) Exempt..

A. Delivery time (after receipt of order): \_\_\_\_\_ business days

B. Length of warranty offered on each vehicle/motorcycle: \_\_\_\_\_ years

C. Country of Manufacture: \_\_\_\_\_

D. Our offer include after sales servicing and the details are included in the offer \_\_\_\_ Yes \_\_\_\_ No

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Annex F. Price Template for Local Offerors

Item	Description	Specifications Offered	Quantity Needed  (A)	Unit Price including applicable fees (FCFA)  (B)	Total Cost For Vehicle (FCFA)  (A*B)=C	International Shipping or Transportation cost of Vehicles to, Bamako Mali (FCFA)  (D)	Total Price (FCFA)  (C+D=E)
Lot 1	4x4 Vehicles		Six (6)				
Lot 2	Fully Assembled Motorcycles		Sixty-three (63)				

Note: All quotes must be Value Added Tax (VAT) Exempt.. However, include the pricing with and without VAT.

- A. Delivery time (after receipt of order): \_\_\_\_\_ business days
- B. Length of warranty offered on each vehicle/motorcycle: \_\_\_\_\_ years
- C. Country of Manufacture: \_\_\_\_\_
- D. Our offer include after sales servicing and the details are included in the offer \_\_\_\_ Yes \_\_\_\_ No

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

## **Annex G - Education Development Center, Inc. General Terms and Conditions**

**1. Offer and Contract:** The following terms, conditions, and certifications, in addition to any terms set forth on the face of an individual EDC Purchase Order (the "Order"), and any plans, specifications or other documents attached or incorporated by reference therein, shall apply with respect to the Order for goods described therein ("Goods"). Orders are valid only as written. If price, terms, shipping date or any other expressed condition of the Order is not acceptable, EDC must be notified and must accept in writing any variation prior to shipment or delivery. The Order shall be deemed to have been accepted upon (i) timely delivery, Delivery Duty Paid ("DDP") in accordance with International Commercial Terms 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.