



**Request for Quotations No. 2022 - 440**

**Education Development Center, Inc.**

**(Hereafter referred to as “EDC”)**

**Request for Quotations for Procurement of**

**Printing, Packing, and Delivery of Early Grade Reading Materials**

Lot 1: Leb Lango Early Grade Reading Pupil Books and Teachers’ Guides for P1, P2, P3 and P4

Lot 2: Leb Acoli Early Grade Reading Pupil Books and Teachers’ Guides for P1, P2, P3 and P4

**Date of Issuance: August 4, 2022**

**Submissions Deadline: August 22, 2022**

Education Development Center, Inc. (EDC) is an international nonprofit 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 United States Agency for International Development (USAID) through EDC, implements the USAID Integrated Child and Youth Development (ICYD), a five-year Activity for Ugandan children and youths especially the most vulnerable, to receive the support and services necessary to lead resilient, healthy, and productive lives.

EDC’s work on the ICYD Activity is funded by the United States Agency for International Development (USAID). Organizations submitting quotations in response to this Request for Quotations (“RFQ”) have no relationship with USAID under the terms of this RFQ or any resultant contract. All communications regarding this RFQ must be directed to EDC.

**1. Purpose and Eligibility**

**1.1 Purpose**

The purpose of this RFQ is to invite prospective offerors to submit quotations to print, pack and deliver, the Early Grade Reading Materials to Kampala, Uganda.

**1.2 Eligibility**

The authorized Geographic code for this procurement is 937. Code 937 is the United States, Uganda, and developing countries other than advanced developing countries, excluding any country that is a prohibited source.

**2. General Information**

**2.1 Original RFQ Document**

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

**2.2 RFQ Provisions**

- All information provided by EDC in this RFQ is offered in good faith. EDC makes no certification that any item is without error. EDC is not responsible or liable for any use of the information or for any claims asserted there from.
- This RFQ does not under any circumstances commit EDC to pay any costs incurred by the Offeror in the submission of a quotation. This is the Offeror’s responsibility.
- All materials submitted in response to this RFQ shall become the property of EDC upon delivery to EDC.
- Additional documentation may be required prior to selection.

**2.3 Schedule of Events**

The following schedule applies to this RFQ but may change in accordance with EDC’s needs or unforeseen circumstances. Changes in this timeline will be announced as formal modifications to the RFQ.

LINE	TIME	DATE	STEP
<b>A</b>	5:00 PM, Uganda time	<b>August 10, 2022</b>	Deadline for request for any clarifications from the EDC. Questions must be submitted in writing via

			email to <a href="mailto:UgandaProcurement@edc.org">UgandaProcurement@edc.org</a>
<b>B</b>	5:00 PM, Uganda time	<b>August 12, 2022</b>	Estimated date for issuance of any clarifications by EDC. All Questions will be answered in one document and sent to all offerors.
<b>C</b>	5:00 PM, Uganda time	<b>August 22, 2022</b>	Deadline for submission of quotations. Quotations must be submitted by email to <a href="mailto:UgandaProcurement@edc.org">UgandaProcurement@edc.org</a>

## 2.4 Inspection and Acceptance

Under any contract awarded in response to this RFQ, EDC may inspect and test the printed materials to determine whether such printed materials conform to the terms of the contract and its attachments. Unless otherwise agreed to in writing by EDC, EDC shall have a right to inspect printed materials for conformity before payment or acceptance of such printed materials, in accordance with Section 2-513(1) of the UCC. Payment for printed materials made before inspection for conformity shall not constitute an acceptance of such printed materials or impair EDC's right to inspect such printed materials or any of EDC's remedies, in accordance with Section 2-512(2) of the UCC. Printed materials rejected or supplies in excess of quantities ordered may be returned to the selected Offeror at the selected Offeror's expense.

## 3. Quotation Submission and Selection

### 3.1 Offeror's Understanding of the RFQ

In responding to this RFQ, the Offeror fully understands the RFQ in its entirety and in details, including making any inquiries to EDC as necessary to gain such understanding. Clarification questions must be submitted by potential Offerors—in writing— by the date and time designated in **Line A** of the Chart in Section 2.3. Responses will be published in writing. EDC reserves the right to disqualify at its sole discretion any Offeror who submits a quotation that is not responsive or that demonstrates less than such understanding. That right extends to cancellation of the contract if a contract has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to EDC.

### 3.2 Communication

Verbal communication shall not be effective. In no case shall verbal communication govern over written communications.

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

Education Development Center, Inc.  
Attention: The Procurement Manager  
E-mail: [UgandaProcurement@edc.org](mailto:UgandaProcurement@edc.org)  
Email subject: "Questions regarding RFQ No. **2022- 440**"

### 3.3 Quotation Submission

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

Education Development Center, Inc.  
Attention: The Procurement Manager  
E-mail: [UgandaProcurement@edc.org](mailto:UgandaProcurement@edc.org)  
Email subject: "Quotation in response to RFQ No. **2022- 440**"

The technical quotation and the cost quotation must be sent in separate emails. Quotations must have the subject line of "Quotation in response to RFQ No. **2022- 440**" and must include the number of emails (for example, Email 1 of 2, Email 2 of 2, etc.) in the subject line. The Quotation itself must

include all documents required by the RFQ in Word, Excel, or PDF and those documents must be attached to the email message(s); all attachments must be clearly labeled and must be numbered sequentially in order for EDC to review the Quotation. If the Quotation is sent in more than one email message, the Offeror must send all of the email messages with the Quotation submission on the same day and time the sending of the emails as closely as practicable.

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

Anti-Fraud Policy: Please read, sign and return with your submission, the anti-fraud letter (Annex E). Not signing and submitting this letter will make you ineligible to conduct business with ICYD.

### **3.4 Eligibility of Quotations**

#### **3.4.1 Complete Quotations**

Offerors must submit all components required by this RFQ, including all annexes, in order for their quotation to be complete. Selected offerors will be required to submit samples delivered to Kampala by courier for final review by the EDC technical team. Any samples submitted will remain the property of EDC and will not be returned to Offerors after the EDC bid evaluation process is completed.

EDC will determine which quotations include the components required by the RFQ to be considered a complete quotation. Please note that although EDC will determine certain quotations to be complete, this determination does not signify that an award will be made to one or any of the Offerors with complete quotations. Only complete quotations will be considered for award.

#### **3.4.2 Compliance with Technical Specifications & Requirements**

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

#### **3.4.3 Past Performance**

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

### **3.5 Evaluation Criteria**

EDC shall evaluate all eligible quotations based on price.

### **3.6 Selection**

EDC may award one or more contracts resulting from this RFQ to the Offeror(s) whose quotation(s) which conform to this RFQ offer the best value. EDC may also (a) reject any or all quotations, (b) accept other than the lowest quotation, or (c) accept more than one quotation. Contracts may be issued for some or all of the goods and/or services. EDC, at its sole discretion, may waive informalities and minor irregularities in quotations received. In addition, contracts may be issued for quantities that are up to 10% above or below the quantities specified in Section 4.

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

EDC may award a contract without discussions with Offerors. As such, Offerors are strongly encouraged to submit their best quotations with their original submissions. EDC reserves the right to conduct site visits and/or to conduct discussions, which may result in revisions to quotations, with one or more than one or all Offeror(s) if EDC determines, at its sole discretion, discussions to be necessary. Discussions may include oral presentations provided by the Offeror.

#### 4. Technical Specifications & Requirements

##### 4.1 Specifications

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

##### 4.1.1 Technical Specifications

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

##### Lot #1:

<b>Grade or Type of material to be printed</b>	<b>Leblango, Cohort 3, Early Grade Reading Pupil Books and Teachers' Guides for P1, P2, P3 and P4</b>																																										
Number of items to be printed	<p><b>Pupil Books = 336,085 copies,</b>  <b>Teachers Guide = 9,655 copies,</b>  <b>Total of Pupil Book and Teachers Guide: 345,740 copies</b></p> <table border="1"> <thead> <tr> <th></th> <th>Grade</th> <th colspan="2">Teachers' Guide</th> <th colspan="2">Pupil's Book</th> </tr> <tr> <th></th> <th></th> <th>Quantity</th> <th>Pages per Guide</th> <th>Quantity</th> <th>Pages per Book</th> </tr> </thead> <tbody> <tr> <td><b>1</b></td> <td><b>P1</b></td> <td>2,520</td> <td>358</td> <td>86,115</td> <td>150</td> </tr> <tr> <td><b>2</b></td> <td><b>P2</b></td> <td>2,265</td> <td>360</td> <td>78,800</td> <td>219</td> </tr> <tr> <td><b>3</b></td> <td><b>P3</b></td> <td>2,330</td> <td>292</td> <td>80,700</td> <td>150</td> </tr> <tr> <td><b>4</b></td> <td><b>P4</b></td> <td>2,540</td> <td>300</td> <td>90,470</td> <td>218</td> </tr> <tr> <td></td> <td></td> <td><b>9,655</b></td> <td></td> <td><b>336,085</b></td> <td></td> </tr> </tbody> </table>		Grade	Teachers' Guide		Pupil's Book				Quantity	Pages per Guide	Quantity	Pages per Book	<b>1</b>	<b>P1</b>	2,520	358	86,115	150	<b>2</b>	<b>P2</b>	2,265	360	78,800	219	<b>3</b>	<b>P3</b>	2,330	292	80,700	150	<b>4</b>	<b>P4</b>	2,540	300	90,470	218			<b>9,655</b>		<b>336,085</b>	
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Finished Size of printed material	Pupil Books: B5 (17.6cm x 25.0cm) Teachers' Guides: A4 (21.0cm x 29.7cm)																																										
Colors	Red Cover: P1 Pupil book and Teacher's guide Orange Cover: P2 Pupil book and Teacher's guide Green Cover: P3 Pupil book and Teacher's guide Purple Cover: P4 Pupil book and Teacher's guide Full Color: Inside pages printed in full color																																										
Bleeds	N/A																																										
Binding	Perfect binding																																										
Paper	<p><b>Cover:</b> Weight 300 gms – Artboard, Gloss, Laminated Color: Specified above under <i>colors</i></p> <p><b>Interior:</b> Weight: 70 grams, bond, white, woodfree, 95% brightness, 95% opacity, for the books internal pages, printed double sided</p>																																										
Artwork	Print-ready files available at ICYD																																										
Illustrations	Full color illustrations as per provided artwork																																										
Packing	3 ply cardboard box																																										
Sample	A sample of what the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Sample must be delivered to EDC's office via expedited mail service.																																										
Review of Sample by EDC	Number of days required for review = 1 day																																										
Changes	Number of days that changes may be submitted 5 including mailing back and forth																																										

**Lot #2:**

<b>Grade or Type of material to be printed</b>	<b>Leb Acoli, Cohort 3, Early Grade Reading Pupil Books and Teachers' Guides for P1, P2, P3 and P4</b>					
Number of items to be printed	Pupil Books = <b>163,170 copies</b> Teachers Guide = <b>3,280 copies</b> , Total = <b>166,450 copies</b>					
		<b>Grade</b>	<b>Teachers' Guide</b>		<b>Pupil's Book</b>	
			<b>Quantity</b>	<b>Pages per Guide</b>	<b>Quantity</b>	<b>Pages per Book</b>
	<b>1</b>	<b>P1</b>	860	367	43,545	142
	<b>2</b>	<b>P2</b>	710	360	36,005	221
	<b>3</b>	<b>P3</b>	770	307	38,220	150
	<b>4</b>	<b>P4</b>	940	192	45,400	216
			<b>3,280</b>		<b>163,170</b>	
Finished Size of printed material	Pupil Books: B5 (17.6cm x 25.0cm) Teachers' Guides: A4 (21.0cm x 29.7cm)					
Colors	Red cover: P1 Pupil book and Teacher's guide Orange cover: P2 Pupil book and Teacher's guide Green cover: P3 Pupil book and Teacher's guide Purple cover: P4 Pupil book and Teacher's guide Full color internal: Inside pages printed in full color					
Bleeds	N/A					
Binding	Perfect binding					
Paper	<b>Cover:</b> Weight 300 gms – Artboard, Gloss, Laminated Color: Specified above under colors  <b>Interior:</b> Weight: 70 grams, bond, white, woodfree, 95% brightness, 95% opacity, for the books internal pages, printed double sided					
Artwork	Print-ready files available at ICYD					
Illustrations	Full color illustrations as per provided artwork					
Packing	3 ply cardboard box					
Sample	A sample of what the selected Offeror will print, including the paper selection, must be provided to EDC prior to printing the full quantity. Sample must be delivered to EDC's office via expedited mail service.					
Review of Sample by EDC	Number of days required for review – 1 day					
Changes	Number of days that changes may be submitted 5 including mailing back and forth					

**4.1.2 Packing**

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

The package(s) must be clearly labeled with the following information and the selected Offeror will be required to submit a sample label to EDC prior labeling the boxes. Labels must include:

USAID/EDC/ICYD Activity  
Plot 3 – 5, Port Bell Road  
Nakawa Business Park,  
Block B, Floor 2  
Contents: (specify the title of the print materials as part of the label)

**4.1.3 Delivery Schedule and Location**

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

<b>Deliverables</b>	<b>Quantity (Number of Units) Per Delivery</b>	<b>Delivery Schedule</b>	<b>Location</b>
<b>Lot 1:</b>			
Leblango Early Grade Reading Pupil Books and Teachers' Guides for P1, P2, P3 and P4	Pupil Book	P1-P4	<b>336,085</b>
	Teacher Guide	P1-P4	<b>9,655</b>
	<b>Total</b>		<b>345,740</b>
		<b>No later than October 14, 2022</b>	Bollre Transport and Logistics Warehouse, Plot 4258/9, Block 244 Kisugu , 8th Street Namuwongo Road, Kampala-Uganda
<b>Lot 2:</b>			
LebAholi Early Grade Reading Pupil Books and Teachers' Guides for P1, P2, P3 and P4	Pupil Book	P1-P4	<b>163,170</b>
	Teacher Guide	P1-P4	<b>3,280</b>
	<b>Total</b>		<b>166,450</b>
		<b>No later than October 14, 2022</b>	Bollre Transport and Logistics Warehouse, Plot 4258/9, Block 244 Kisugu , 8th Street Namuwongo Road, Kampala-Uganda
<b>Total Number of Print Materials</b>		<b>512,190</b>	

#### 4.1.4 Inspection of Print Materials

The selected Offeror shall provide EDC with an initial print production and print inspection schedule detailing each print run in accordance with the specifications in Section 4.1.1. The selected Offeror will be required to provide EDC with written notification before each print run. The number of days for notification will be specified in the contract. (EDC or its designated representative may attend the tests and/or inspections conducted at the premises of the selected Offeror. EDC will bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. As these expenses add to the actual cost of this procurement, an estimate of the costs for travel, board and lodging expenses will be added to each Offeror's bid by EDC. Costs will be based on the Offeror's location.

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

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

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

#### **4.1.5 Warranty**

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

- All printed materials delivered under any contract resulting from this RFQ will be merchantable, new, suitable for the uses intended, of the grade and quality specified, free from all defects in design, material and workmanship, conform to all samples, drawings, descriptions and specifications furnished, and be free of liens and encumbrances and that the use, distribution or resale of printed materials by EDC will not infringe any third party's patent, trademark, trade secret, copyright, or any other proprietary, intellectual property or other right held by any third party;
- None of the printed materials delivered under any contract resulting from this RFQ will be counterfeit;
- Offeror will perform the services in accordance with industry standards;
- All services furnished comply with all applicable local laws and regulations concerning health, safety and environmental standards and requirements.
- Offeror will be solely responsible for any loss or damage of the goods during shipping; and
- Offeror will carry reasonable insurance and provide proof of insurance as part of their quotation.

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

#### **4.1.6 Other specifications**

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

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

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

#### **4.2.1 Travel**

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

#### **4.2.2 Shipment**

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

#### **4.2.3 Delivery**

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



**5. Quotation Requirements**

Quotations must be submitted in English language.

**5.1 General Requirements**

Offeror must submit:

1. A detailed technical quotation explaining the printing services the Offeror proposes to meet the needs of EDC as described in Section 4. The quotation must include all the necessary technical information.
2. Selected offerors will be required to submit samples, delivered to Kampala by courier for final review by the EDC technical team. Any samples submitted will remain the property of EDC and will not be returned to Offerors after the EDC bid evaluation process is completed.
3. Timeline for Shipment in accordance with Section 4.2.2 of this RFQ or confirmation shipment of items will not be required.
4. Timeline for Delivery in accordance with Section 4.2.3 of this RFQ.
5. Completed copy of **Annex A**—List of Required Components for Quotation.
6. Detailed price quotation in accordance with Section 5.2 and **Annex B**.
7. The forms and certifications specified in Section 7 and **Annex C**.
8. Please read, sign and return with your submission, the anti-fraud letter (Annex E).
9. The bid security (**Annex G**)

**5.2 Price Quotation Requirements**

The price quotation must include the costs for the printed materials in each lot including any necessary components to meet the specifications in Section 4, samples courier delivery and all final shipping costs. The quotation must include costs on a per unit basis as well as the total cost. Shipping costs must be shown separately from the costs of the items.

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

**5.3 Bid Security**

The Offeror shall furnish, as part of the quotation, a bid security, 2% of bid amount specified in the quotation and shall be valid until the specified bid validity period. See **Annex G** for a Sample Bid Security. Any quotation not accompanied by an acceptable bid security shall be rejected by the EDC.

The bid security of unsuccessful Offerors will be returned within 30 days of the end of the bid validity period. The bid security of the successful Offeror will be discharged when the Offeror has signed the contract and furnished the required Performance Security.

The bid security may be forfeited:

- (a) If the Offeror withdraws the quotation after closure of quotation submission and before the expiry of quotation validity;
- (b) In the case of a successful Offeror, if the Offeror fails within the specified time limit to:
  - sign the Contract; or
  - furnish the required Performance Security

**6. Contract Type and Payment**

**6.1 Payment**

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

Deliverable	Payment Amount
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Upon receipt and approval of sample copies	20%
Upon verification of shipment	30%
Upon delivery, inspection and acceptance of printing materials	50%
The total payment amount shall be reduced by 0.1 % per workday for late delivery. “Workdays” shall be defined as Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, excluding Uganda public holidays. Late shall be defined as any deliveries that occur after the date listed on the delivery schedule submitted by the Offeror and incorporated into any contract resulting from this RFQ. The cumulative penalty to be paid by the supplier shall not exceed 10% of the contract price.	

EDC reserves the right, at its sole discretion, to revise the payment schedule before issuance of a contract. EDC further reserves the right to require the Offeror to provide a performance security or a bank guarantee.

**6.2 Contract Terms**

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

**7. Organizational Information and Offeror Certification**

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

**Annex A—List of Required Components for Quotation**

Please include this checklist in the Quotation.

Name of Offeror:

<b>Items to be included with quotation</b>	<b>Submitted</b>
A detailed technical quotation explaining the printing services the Offeror proposes to meet the needs of EDC as described in Section 4. Please submit a side-by-side comparison of the technical specifications in the RFQ and the technical specifications offered by the Offeror	
Timeline for Shipment in accordance with Section 4.2.2 of this RFQ or confirmation shipment of items will not be required	
Timeline for Delivery in accordance with Section 4.2.3 of this RFQ	
Annex A—List of Required Components for Quotation	
Price Quotation (in the format required by Annex B— Price Quotation Template)	
Annex C—Organizational Information and Certification Form <ul style="list-style-type: none"> <li>• Three (3) references to be contacted.</li> <li>• Certificate of Incorporation/ or registration</li> <li>• Valid Tax Certificate (for Ugandan entities only)</li> </ul>	
Annex E – Anti Fraud Policy Letter read, signed and attached	
Price guarantee for 120 days	
Warranty (Reference Section 4.1.5)	
Annex G - Bid Security	

## Annex B— Price Quotation Templates

### Template for Local Offerors:

Number	Description	A: Price for Sample	B: Quantity copies Needed	C: Unit Price Per Item For Printing	D: Total Cost For Printing D=A+(B*C)	E: Shipping Price to Uganda, if Applicable	F: Delivery to Warehouse in Kampala	G: Grand Total G=D+E+F
		(UGX)		(UGX)	(UGX)	(UGX)	(UGX)	(UGX)
<b>Lot 1</b>	<b>Leblango Pupil Books and Teachers' Guides</b>		<b>Lot 1 combined total = 345,740</b>					
	<b>Lot 1: Teacher's Guide (P1-P4)</b>		<b>9,655</b>					
1	P1 Leblango Teacher's Guide 358 pages		2,520					
2	P2 Leblango Teacher's Guide, 360 pages		2,265					
3	P3 Leblango Teacher's Guide 292 pages		2,330					
4	P4 Leblango Teacher's Guide 300 pages		2,540					
	<b>Lot 1: Pupil Book (P1 – P4)</b>		<b>336,085</b>					
5	P1 Leblango Pupil Book 150 pages		86,115					
6	P2 Leblango Pupil Book 219 pages,		78,800					
7	P3 Leblango Pupil Book 150 pages,		80,700					
8	P4 Leblango Pupil Book 218 pages		90,470					
<b>Lot 2</b>	<b>LebAcholi: Pupil Books and Teachers' Guides</b>		<b>Lot 2 combined total = 166,450</b>					
	<b>Lot 2: LebAcholi Teacher's Guide (P1-P4)</b>		<b>3,280 copies</b>					
9	P1 LebAcholi Teacher's Guide – 367 pages		860					
10	P2 LebAcholi Teacher's Guide – 360 pages		710					
11	P3 LebAcholi Teacher's Guide – 307 pages		770					
12	P4 LebAcholi Teacher's Guide 192 pages		940					

	<b>Lot 2: LebAcholi Pupil Book (P1-P4)</b>		<b>163,170 copies</b>					
13	P1 LebAcholi Pupil Book 142 pages		43,545					
14	P2 LebAcholi Pupil Book 221 pages,		36,005					
15	P3 LebAcholi Pupil Book 150 pages,		38,220					
16	P4 LebAcholi Pupil Book 216 pages		45,400					
<b>SubTotal Price</b>								
<b>VAT 18%</b>								
<b>Total Price</b>								

Template for Non-Local/International Offerors:

Number	Description	A: Price for Sample	B: Quantity copies Needed	C: Unit Price Per Item For Printing	D: Total Cost For Printing D=A+(B*C)	E: International Transport/ Shipping Price to Uganda by Sea/Overland	F: Delivery to Warehouse in Kampala	G: Grand Total G=D+E+F
		(USD)		(USD)	(USD)	(USD)	(USD)	(USD)
<b>Lot 1</b>	<b>Leblango Pupil Books and Teachers' Guides</b>		<b>Lot 1 combined total = 345,740</b>					
	<b>Lot 1: Teacher's Guide (P1-P4)</b>		<b>9,655</b>					
1	P1 Leblango Teacher's Guide 358 pages		2,520					
2	P2 Leblango Teacher's Guide, 360 pages		2,265					
3	P3 Leblango Teacher's Guide 292 pages		2,330					
4	P4 Leblango Teacher's Guide 300 pages		2,540					
	<b>Lot 1: Pupil Book (P1 – P4)</b>		<b>336,085</b>					
5	P1 Leblango Pupil Book 150 pages		86,115					
6	P2 Leblango Pupil Book 219 pages,		78,800					
7	P3 Leblango Pupil Book 150 pages,		80,700					
8	P4 Leblango Pupil Book 218 pages		90,470					
<b>Lot 2</b>	<b>LebAcholi: Pupil Books and Teachers' Guides</b>		<b>Lot 2 combined total = 166,450</b>					
	<b>Lot 2: LebAcholi Teacher's Guide (P1-P4)</b>		<b>3,280 copies</b>					
9	P1 LebAcholi Teacher's Guide – 367 pages		860					
10	P2 LebAcholi Teacher's Guide – 360 pages		710					
11	P3 LebAcholi Teacher's Guide – 307 pages		770					
12	P4 LebAcholi Teacher's Guide 192 pages		940					

	<b>Lot 2: LebAcholi Pupil Book (P1-P4)</b>		<b>163,170 copies</b>					
13	P1 LebAcholi Pupil Book 142 pages		43,545					
14	P2 LebAcholi Pupil Book 221 pages,		36,005					
15	P3 LebAcholi Pupil Book 150 pages,		38,220					
16	P4 LebAcholi Pupil Book 216 pages		45,400					
<b>SubTotal Price</b>								
<b>VAT 18%</b>								
<b>Total Price</b>								

## Annex C—Organizational Information and Certification Form

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

### C1. Organizational Information

Full legal name of the Offeror's company: \_\_\_\_\_

Year the Offeror's company was established: \_\_\_\_\_

Contact information regarding the quotation:

- (a) Individual's full name and title: \_\_\_\_\_
- (b) Full office address: \_\_\_\_\_
- (c) Telephone number: \_\_\_\_\_
- (d) Fax number: \_\_\_\_\_
- (e) Email address: \_\_\_\_\_

Offeror's Unique Entity Identifier (UEI) 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.
  
- The Offeror is a **U.S. entity** and:
  - 1. it operates as:
    - a corporation incorporated under the laws of the State of \_\_\_\_\_ (state name),
    - an individual,
    - a partnership,
    - a nongovernmental nonprofit organization,
    - a state or local governmental organization,
    - a private college or university,
    - a public college or university,
    - an international organization, or
    - a joint venture.
  
  - 2. its status is (check all that apply; the NAICS code for this procurement is 323117):
    - Small Business (SB) (self-certification)<sup>2</sup>

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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

<sup>2</sup> Please refer to Annex D for standard definitions of "small business," "small disadvantaged business," etc. Notification: Under 15 U.S.C. 645(d), any person who misrepresents its firm's size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act. If you are certified or a member of one of the qualifying groups, please register with Dun & Bradstreet at [http://www.dnb.com/us/duns\\_update/](http://www.dnb.com/us/duns_update/). There is no charge for this registration.



- 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.)

**C2. References**

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

***Reference #1:***

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

***Reference #2:***

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

***Reference #3:***

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

**C3. Incorporation, Registration, and Litigation**

The following documents must be included in your quotation.

Documentation showing the Offeror's current legal incorporation in the country in which it is incorporated:

- Attached

A copy of the Offeror's currently active registration in Uganda, demonstrating that the organization can legally operate in Uganda, *if the Offeror will complete any work under a contract resulting from this RFQ in Uganda.*

- Attached

- For offerors that are not based in Uganda, offeror certifies that it will not complete any work under a contract resulting from this RFQ in Uganda 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.

#### **C4. Key Individuals**

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

- (a) the principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees): \_\_\_\_\_  
(b) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president): \_\_\_\_\_  
(c) the program manager(s) for the proposed contract: \_\_\_\_\_  
(d) any other person who will have significant responsibilities for administration of the US Government-financed activities or resources under the proposed delivery of the services: \_\_\_\_\_

#### **C5. Awareness and Agreement to the Content of this RFQ**

By signing this form, the Offeror attests to its awareness and agreement to the content of this RFQ and all accompanying calendar schedules and terms and provisions contained herein, including but not limited to the payment terms in Section 6.

#### **C6. Compliance With Applicable Laws and Regulations**

By signing this form, the Offeror agrees to comply with all applicable U.S. federal laws and regulations including those governing affirmative action, E-Verify, equal employment opportunity, use of human participants in research, disabilities, prohibitions against supporting terrorism, prohibitions on human trafficking and prohibitions against discrimination, and, if the value of the contract resulting from this RFQ is \$10,000 or more, Executive Order 13496, Notification of Employee Rights Under Federal Labor Laws, see 29 CFR Part 471, Appendix A to Subpart A. Offeror hereby certifies that it is not delinquent on any State or Federal tax. Offeror will cooperate with EDC in its efforts to comply with all laws, regulations and any award terms and conditions imposed by EDC by the sponsor(s) of this project.

#### **C7. Debarment and Suspension**

The Offeror further certifies that their firm (check one):

- IS  
 IS NOT

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

#### **C8. Quotation Validity**

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

---

(Offeror Name)

agrees to be bound by the content of this Technical and Price Quotation and agrees to comply with the terms, conditions and provisions of the referenced RFQ. The quotation shall remain in effect for a period of **120** calendar days as of the Due Date of the RFQ.

#### **C9. Authorized Negotiators**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**C10. Signature**

*Signature of Authorized Officer:*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Annex D—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](https://www.sba.gov/hubzone) 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 E: Anti- Fraud Policy**

Name of Offeror:

Name of Offeror Representative:

Date:

Title of Offeror Representative:

Address of Offeror:

**RE: ICYD Anti-Fraud Policy**

The Integrated Child and Youth Development Activity (ICYD) with headquarters in Kampala, Uganda is funded by the United States Agency for International Development and implemented by the Education Development Center, Inc. (EDC) in partnership with World Education Inc/Bantwana (WEI).

ICYD would like to emphasize to our suppliers of goods and services its commitment to ethical business practices by reminding our suppliers of the following:

- ICYD has a strict code of conduct policy which stipulates zero tolerance for fraud, waste or abuse in any form;
- Only ICYD staff are authorized to represent the organization. Each staff member is provided with official ICYD identification. It is acceptable to request identification from any ICYD staff member who is engaging with your organization. If there are any questions about the credentials of an ICYD staff member please contact the point person of ICYD;
- ICYD has a conflict-of-interest policy that requires staff to disclose when there is a potential conflict of interest with suppliers, and;
- ICYD’s policy does not allow bribes, commissions/incentives, gifts in-kind or in monetary form or collusion (bid rigging) between suppliers or service providers and ICYD staff.

If at any time your organization has concerns that an employee has violated ICYD policy, kindly contact me directly or any of the following project leads: Alfred Schulz, Deputy Chief of Party, [aschulz@edc.org](mailto:aschulz@edc.org), 0752 792 171 or Dickens Okello Ocaya, [dokelloocaya@edc.org](mailto:dokelloocaya@edc.org), 0784 228 445. The information which you share with ICYD will be treated in the strictest confidence. We remain committed to applying these standards consistently.

We believe that conducting business responsibly benefits the people of Uganda as well as our various stakeholders, including employees, beneficiaries, suppliers and community members. **We would be grateful if you could sign this letter below signifying your receipt and understanding of this letter and submitting this along with your quotation. Not signing and submitting this letter will make you ineligible to conduct business with ICYD.**

As an organization, we value your service and look forward to a long and meaningful business relationship.  
Yours sincerely,

Eileen Mokaya  
Chief of Party  
USAID ICYD Activity  
Education Development Center  
Email: [emokaya@edc.org](mailto:emokaya@edc.org) Telephone: 0789 332 481

**Offeror’s acknowledgement**

I acknowledge that I have read and understood the contents of this letter and will abide by the ICYD anti-fraud policies described herein.

Name of Offer’s Representative	Title	Signature	Date

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

### **Professional Services Agreement General Terms and Conditions**

1. Professional Services (“Provider”) agrees to perform services as set forth in the Scope of Work, attached hereto, (“Services”) and EDC agrees to pay Provider upon satisfactory completion and acceptance of the work in accordance with the terms of this agreement (“Agreement”).

2. Provider will submit invoices to the EDC within thirty (30) days of completion of Services. EDC will not process an invoice that is not supported by a fully executed Agreement. It will take EDC at least thirty (30) days to process invoices once they have been approved by EDC.

- a) If this is a Time at Fixed Unit Rates Agreement, the Provider will maintain accurate records of time worked. Provider will make such records available to EDC or its representatives upon reasonable request. Invoices will include the dates of Services and a description of the Services provided during the period covered by the invoice, in addition to the rates, units, and item descriptions for other EDC-authorized expenses. Provider’s invoice format may be accepted as long as it includes all of the information and documentation required.
- b) If this is a Fixed Price Agreement, the Provider will submit invoices that include the Agreement number, dates of Services, a description of the Services provided during the period covered by the invoice, the scheduled payments including a description of milestones and deliverables, and item descriptions for other authorized expenses on the invoice. Invoices should be submitted to EDC. Provider’s invoice format may be accepted as long as it includes all of the information and documentation required.
- c) Additional EDC pre-approved costs will be paid in accordance with Section 3 of the cover page. All EDC pre-approved costs must be itemized. Travel costs must also be itemized, and the names of all travelers, dates, and purpose of all trips must be included on the invoice. Travel costs will be reimbursed in accordance with EDC policy. The Provider will maintain accurate records of authorized expenses submitted for reimbursement. Provider will make such records available to EDC or its representatives upon reasonable request. EDC will not be responsible for costs not specifically approved in accordance with the terms of this Agreement.
- d) Provider will submit invoices for allowable costs no later than 30 days after the end of each month. Invoices that do not conform to this Section 2 may not be paid.
- e) Provider certifies that EDC will not be billed for Services paid by other entities or by EDC under any other agreement.
- f) Payments to contractors for a calendar year will be reported as per IRS regulations; accordingly, EDC will issue a 1099 that will include all fees and expense reimbursements. Contractors are responsible for maintaining copies of expense documentation for their allowable tax deductions.

3. Provider’s relationship to EDC is that of an independent contractor. Provider certifies that he/she will not present or allege or claim to third persons in any manner whatsoever that he/she is employed by EDC. Provider further certifies that Provider makes his or her services available to the public through an independently established trade, occupation, profession, or business and is licensed as required by applicable law or is part of a separate legally incorporated business, and that EDC is not Provider’s sole client for this type of service. Provider shall determine the method, details, and means of performing the Services. EDC may not control, direct, or otherwise supervise Provider’s assistants or employees in the performance of

the Services. Provider will not use EDC facilities to perform the Services and Provider is free to make business decisions which affect Provider's profit or loss. Nothing in this Agreement is intended to create a partnership, agency, employer, employee, or joint venture relationship. Provider will be responsible for all taxes arising from compensation and other amounts paid under this Agreement and shall be responsible for all payroll taxes and fringe benefits of Provider's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by EDC on behalf of Provider or Provider's employees. Provider and Provider's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of EDC. No workers' compensation insurance shall be obtained by EDC covering Provider or Provider's employees. If the work is to be performed in the U.S., Provider certifies that Provider is authorized to work in the U.S. under U.S. Law.

4. Provider hereby agrees to indemnify, defend, and hold EDC harmless from and against all costs (including reasonable expenses and attorneys' fees) incurred by or imposed on EDC in connection with any alleged claims, actions, suits, or judgments related to a breach of Provider's warranties and representations under the Agreement. Provider shall perform the Services for EDC at Provider's own risk and accordingly, hereby releases EDC and its officers, directors, trustees, employees, agents, respective heirs, legal representatives, successors and assigns, from any and all claims and liability arising from Provider's fulfillment of the obligations related to this Agreement.

Provider hereby acknowledges and agrees that travel poses inherent dangers including but not limited to criminal or terrorist acts and exposure to endemic diseases. Provider acknowledges and agrees that EDC has made no representation concerning Provider's safety while on travel for EDC. Provider assumes all responsibility for understanding the inherent risks and any injury or damage that might result.

5. Provider is advised to carry general comprehensive liability insurance in an amount consistent with industry standards.

6. All data, documentation, specifications, models, computer programs and code, and other technical and business information furnished or disclosed to Provider by EDC is the property of EDC and shall be treated as EDC confidential information (collectively, "Confidential Information"). Unless such Confidential Information was previously known to Provider free of any obligation to keep it confidential, or is subsequently made public by EDC, Provider will use reasonable safeguards, including, if applicable commercially reasonable data security measures, that are appropriate for securing and protecting the type and amount of Confidential Information at issue. Provider will use the Confidential Information only for the purposes of performing the Services. Provider will immediately notify EDC of any unauthorized disclosure or use of Confidential Information and will take all actions (i) that it would take itself with regard to its own Confidential Information under such circumstances and (ii) that EDC may reasonably request, to prevent any further unauthorized disclosure or use. At the end of the performance period, all copies will be returned to EDC or destroyed, as requested by EDC.

7. Provider and EDC agree that all written material, software programs, code, and documentation, and intangible or tangible inventions arising out of the performance of this Agreement, shall belong to EDC (collectively, the "Deliverables"). Provider agrees that the Deliverables are specially commissioned and works made-for-hire, and that EDC is deemed the author for copyright purposes. Notwithstanding anything to the contrary, to the extent that ownership in the Deliverables or any part thereof does not vest in EDC as a work made for hire, Provider hereby irrevocably and exclusively assigns and transfers in whole to EDC all of its right, title, and interest in and to the Deliverables. Provider hereby waives any rights to the Deliverables afforded by the U.S. Visual Artists Rights Act, and all so-called "moral rights" to the Deliverables afforded under the law of any country. Provider will, at EDC's request, execute documents required to vest ownership in all right, title and interest in and to the Deliverables in EDC. Provider will acquire all rights as necessary to provide EDC the rights agreed to be conveyed and will appoint EDC as attorney-in-fact to execute required documents. Provider will treat Deliverables as EDC Confidential Information. Provider will not incorporate any works in the preparation of Deliverables unless such works and their owners (including the owners of



any intellectual property rights embodied therein) are identified in advance and in writing to EDC. If such works consist of or incorporate any materials owned by third parties, Provider warrants that he/she has the authority to grant to EDC unrestricted rights and licenses, free of any claim of rights by any other person or entity.

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

9. If Section 7 or the Scope of Work of this Agreement identifies any individual(s) as Key Personnel then no substitution for such individual(s) may be made unless agreed to by EDC in writing. In the event Provider anticipates that any Key Personnel may become unavailable or have reduced availability to perform hereunder, Provider will give EDC reasonable notice of the same and justification in writing, sufficient to permit EDC to assess the impact of their unavailability or reduced availability. Any substitutions for Key Personnel proposed by Provider shall be, in skills and experience, equal to or superior than the departing Key Personnel.

10. Provider Representations and Warranties. In addition to representations and warranties contained in Section 6, Provider hereby agrees to perform the Services in accordance with industry standards and that the work product will be delivered to EDC with no restrictions or obligations that would impair EDC's rights under this Agreement. All work product containing software that is delivered pursuant to this Agreement will conform to written specifications and will be free of "bugs", viruses, or similar defects that would render the work product unfit for its intended use.

11. Delivery. Timely delivery of the Services is of the essence of this Agreement. In the event Provider knows or has reason to know of a delay or possible delay, Provider will immediately provide written notice thereof, including all relevant information, to EDC. Receipt of such notice by EDC will not constitute a waiver by EDC of the delivery schedule, or any of EDC's rights or remedies under this Agreement. In the event of nonconformance or rejection of delivery, Provider will have fifteen (15) business days to modify the work product so that it meets all written specifications (the "Cure Period"). In the event Provider is unable to deliver work in conformance with the written specifications and be accepted by EDC within the Cure Period, EDC may terminate this Agreement, withhold payment, or receive a full refund of all payments made to Provider pursuant to this Agreement.

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

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

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

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

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

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

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

19. Provider agrees to comply with all applicable federal laws and regulations, including:

- 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. 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.
- f. 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).

- g. 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.
- h. 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.
- i. 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.
- j. Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.
- k. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.
- l. 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.
- m. 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.

Provider is obligated to understand the rules and regulations that govern this Agreement. Provider will cooperate with EDC in its efforts to comply with all laws, regulations and any award terms and conditions imposed on EDC by the sponsor(s) of this project.

**Annex G. Sample Bid Security (Bank Guarantee)**

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

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

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

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

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

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

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

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

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

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

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