

Request for Quotations

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

Date of Issuance:
June 23, 2014

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.

EDC's *Time to Learn* (TTL) project works to improve education in community schools in Zambia. TTL supports the Ministry of Education and works with others in the education sector to develop a model for improving students' reading skills and providing support and psychosocial services to orphans and vulnerable children (OVCs). EDC's work on TTL 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 the RFQ is to invite prospective Offerors to submit quotations for supplying cellular telephones.

1.2 Eligibility

This procurement is open to offers from organizations which are incorporated or legally organized under the laws of any country which is not sanctioned by the US Government. Offers from organizations which are incorporated or legally organized under the laws of any country which is sanctioned by the US Government shall not be considered.

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 quotations in response to this RFQ and other communications related to the RFQ must be done in English.

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.

TIME	DATE	Time Table
17:00 Lusaka time	June 27, 2014	Deadline for request for any clarifications from EDC
09:00 Lusaka time	July 9, 2014	Deadline for submission of quotations

2.4 Inspection and Acceptance

Under any contract awarded in response to this RFQ, EDC may inspect and test the commodities to determine whether such commodities 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 commodities for conformity before payment or acceptance of such commodities, in accordance with Section 2-513(1) of the UCC. Payment for commodities made before inspection for conformity shall not constitute an acceptance of such commodities or impair EDC's right to inspect such commodities or any of EDC's remedies, in accordance with Section 2-512(2) of the UCC. Commodities 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 June 27, 2014 at 17:00 Lusaka time. Responses, or the availability of responses will be published in writing, in the same manner as the RFQ. 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 before June 27, 2014 at 17:00 Lusaka time to:

Education Development Center, Inc.
Attention: Agnes Zulu
E-mail: azulu@edc.org

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 and should follow the format provided in **Annex E**. 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: Agnes Zulu

E-mail: azul@edc.org

OR sent via postal mail or hand delivered to:

Education Development Center, Inc.

Attention: Agnes Zulu

Postal address: P.O Box 542X

Ridgeway

Lusaka

ZAMBIA

Hand delivery address: Plot 203B, off Kudu Road

Kabulonga

Lusaka

ZAMBIA

Quotations sent via postal mail or hand delivered must be in a closed and sealed envelope.

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 deadline date and time, July 9, 2014 at 09:00 Lusaka time.

3.3.1 Opening of Quotations

On July 09, 2014 at 10:00 Lusaka time, EDC will open the quotations at the TTL office address as shown above located at Plot 203B, off Kudu Road, Kabulonga, Lusaka. Offerors may attend the opening if they wish; up to two representatives of the offeror may attend the opening.

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. A list of all components required by this RFQ may be found in **Annex F**.

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 Past Performance

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

3.5 Evaluation Criteria

EDC shall evaluate all complete 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 commodities. 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 Commodities

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

4.1.1 Commodities

Quotations are requesting for the following commodities:

A. NOKIA 111, 112, or 113 Cellular Telephone with the following minimum specifications:

- a. 2G Network;
- b. GSM 900/1800,
- c. SIM Card Slot,
- d. Micro SD Card Slot,
- e. Minimum Internal Memory 10 MB,
- f. Sound: Alert types
- g. Vibration: Polyphonic
- h. Sound: loudspeaker
- i. Sound: 3.5mm jack
- j. Display: TFT, Minimum 65K Colors
- k. Display: Minimum 128 x 160 pixels Size, 1.8 inches (approximately 114 ppi pixel density)
- l. No additional, non-factory software loaded

B. Micro SD card with the following minimum specifications:

- a. 2 GB;
- b. compatible with the particular model of NOKIA Cellular Telephone quoted

4.1.2 Quantities

Quotations are requested for the following quantities:

Item	Total Quantity (Number of Units)
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NOKIA 111, 112, or 113 Cellular Telephone. While any of these models is acceptable, all 2200 phones must be the same model	2,200
Micro SD card compatible with the particular model of NOKIA Cellular Telephone quoted	2,200

4.1.3 Delivery Schedule and Location

The quotation must guarantee following delivery schedule, taking into account the delivery location specified below.

Item	Quantity (Number of Units) Per Delivery	Delivery Schedule	Location
NOKIA 111, 112, or 113 Cellular Telephone	2,200	30 calendar days after issuance of a contract	TTL office (Plot 203B, off Kudu Road Kabulonga), Lusaka, Zambia
Micro SD card compatible with the particular model of NOKIA Cellular Telephone quoted	2,200	30 calendar days after issuance of a contract	TTL office (Plot 203B, off Kudu Road Kabulonga), Lusaka, Zambia

4.1.4 Warranty and Guarantee

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

- all commodities delivered under any contract resulting from this RFQ will be of the make and model required.
- all commodities 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 commodities 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 commodities delivered under any contract resulting from this RFQ will be counterfeit.

The warranties and guarantees set forth shall not be waived by reason of the acceptance of commodities or payment therefore by EDC.

4.1.5 Other specifications

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

The Offeror must demonstrate that it is able to ensure that the Cellular Telephones which will be supplied are authentic Nokia phones. The quotation must include documentation on the supplier of the Nokia Cellular Telephones (such as the Nokia dealer or distributor or manufacturer or store from which the Cellular Telephones will be sourced) and provide the contact name, address, and telephone number for its supplier of Nokia Cellular Telephones. EDC recommends that you alert the contacts that their names have been submitted and that they are authorized to provide, if and when EDC requests it, information concerning their experience with your firm and their commitment to supplying Cellular Telephones to your firm.

EDC will be using a java application to insert content onto the telephone. Telephones must not be modified from the factory settings; no additional software may be loaded onto the telephones. Offerors must provide one sample telephone for testing, with written certification, signed by the Authorized Officer of the Offeror, that all 2,200 telephones ordered will be of the same make, running the same software as the provided sample telephone. The samples submitted must be clearly marked with the Offeror's name and received by the deadline for submission of quotations.

4.2 Shipment

If the selected Offeror(s) must air- or ocean-ship the commodities to Zambia, 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 commodities in time to meet the delivery requirement specified in Section 4.1.3. All Offerors must provide a timeline for shipment or confirmation that shipment will not be required in order for their quotation to be considered; the timeline must indicate the country of origin of the shipment, if known.

5. Price Quotation Requirements

In order for their quotation to be considered, the Offeror must complete and submit the price quotation template included in **Annex D** to this RFQ. The price quotation must include the costs for the commodities including any necessary components to meet the specifications in Section 4 and all shipping costs. The quotation must include costs on a per unit basis as well as the total cost. Shipping costs, if applicable, must be shown separately from the costs of the items. If the Offeror is a US entity, the price quotation must be in US dollars. If the Offeror is a non-US entity, the price quotation must be in Zambian Kwachas (ZMW) and be converted into US dollars. The exchange rate used to convert from Zambian Kwachas (ZMW) to US dollars must be specified and justified. All Offerors must provide a price guarantee that the quotation price remains valid for 90 days.

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:

If shipment is required:

Deliverable	Payment Amount
Upon verification of shipment	35%

Upon inspection and acceptance of commodities	65%
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If shipment is not required:

Deliverable	Payment Amount
Upon inspection and acceptance of commodities	100%

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 G**. EDC reserves the right, at its sole discretion, to revise the contract terms and conditions before issuance of a contract.

7. Organization Overview and Offeror Certification

7.1 Organization Overview

In order for their quotation to be considered, the Offeror must complete and submit the organizational information form included in Annex A to this RFQ and submit all the attachments required by Annex A to this RFQ.

7.2 Organizational Certification

In order for their quotation to be considered, the Offeror must complete and submit the organizational certification included in Annex B to this RFQ.

Annex A—Organizational Information Form

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 Dun & Bradstreet Number¹: _____

Names, email addresses, telephone numbers and contact people at three organizations to which the Offeror has provided similar commodities in similar quantities during the last 24 months, whom EDC can call on as references, and a description of the type of commodities provided to each organization.

Reference #1:

Organization Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Type of Commodities Provided: _____

Quantity of Commodities Provided: _____

Month and Year During Which Commodities were Provided: _____

¹ Offerors that currently have a Dun & Bradstreet Number are requested to provide this information. Offerors who are not registered with Dun & Bradstreet may do so at <http://fedgov.dnb.com/webform>. There is no charge for this registration. A Dun & Bradstreet Number 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 Dun & Bradstreet number will not affect the evaluation of the offeror's quotation.

Reference #2:

Organization Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Type of Commodities Provided: _____

Quantity of Commodities Provided: _____

Month and Year During Which Commodities were Provided: _____

Reference #3:

Organization Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Type of Commodities Provided: _____

Quantity of Commodities Provided: _____

Month and Year During Which Commodities were Provided: _____

The following documents must be included in your quotation, unless otherwise certified below.

Documentation on the source/supplier of the Nokia Cellular Telephones:

☐ Attached

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

☐ Attached

☐ Offeror certifies that it will not complete any work under a contract resulting from this RFQ in Zambia 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.

A list of the Offerors' key individuals including: (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; and (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 commodities.

☐ Attached

Information regarding any current 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 litigation

Signature of Authorized Officer:

Name (Print or Type):	_____	Title:	_____
Signature:	_____	Date:	_____

Annex B—Organizational Certification

This certification attests to the Offeror's awareness and, unless otherwise noted, 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 6.1.

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

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

(Offeror 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.

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

☐ IS

☐ IS NOT

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

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

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

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

2. its status* is (check all that apply; the NAICS code for this procurement is Code 517210):

☐ Small Business (SB) (self-certification)²

☐ 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)

☐ Alaska Native Corporation (ANC)

☐ Large Business (LB)

☐ Other Certification, certification: _____

² Please refer to Annex C for standard definitions of "small business," "small disadvantaged business," etc.

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

OR

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

4. 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.

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

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

Signature of Authorized Officer:

Name (Print or Type): _____	Title: _____
Signature: _____	Date: _____

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

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

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

Small Business (SB)

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

Small Disadvantaged Business (SDB)

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

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

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

HUBZone Small Business - Historically Underutilized Business Zone

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

Woman-owned Small Business (WOSB)

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

Veteran-Owned Small Business (VOSB)

A small business concern that is:

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

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

Service Disabled Veteran-Owned Small Business Concern (SDVOSB)

A small business concern that is:

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

“Service Disabled Veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16). Learn more at the US Dept. of Veteran Affairs

<http://vabenefits.vba.va.gov/vonapp/main.asp>.

Alaska Native Corporation (ANC)

Any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2). Learn more at the Small Business Administration site www.sba.gov/naa.

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 D—Quotation Template

The price quotation must be in the format specified below and include all of the required technical specification information.

Offeror Name:	XXX	
Item	RFQ Requirements	Offeror must check one answer in each of the boxes below confirming RFQ requirements will (Yes) or will not (No) be met.
Nokia Model No. 111 or 112 or 113 Cellular Telephone	Model Number	_____ 111 _____ 112 _____ 113
	2G Network	_____ Yes _____ No
	GSM 900/1800	_____ Yes _____ No
	SIM card slot	_____ Yes _____ No
	MicroSD card slot	_____ Yes _____ No
	Minimum Internal Memory 10 MB	_____ Yes _____ No
	Sound: Alert types	_____ Yes _____ No
	Vibration: Polyphonic	_____ Yes _____ No
	Sound: loudspeaker	_____ Yes _____ No
	Sound: 3.5mm jack	_____ Yes _____ No
	Display: TFT, Minimum 65K Colors	_____ Yes _____ No

	Display: Minimum 128 x 160 pixels Size, 1.8 inches (approximately 114 ppi pixel density)	☐ Yes ☐ No			
	No additional, non-factory software loaded	☐ Yes ☐ No			
Micro SD Cards	A single 2 GB SD card compatible with the particular model of NOKIA Cellular Telephone quoted is required. If the Nokia cellphone's standard equipment includes a 2GB or greater capacity card, this will be sufficient to satisfy this requirement.	☐ Separate 2 GB SD card ☐ Included with telephone			
Items	Quantity Required	Unit Price in ZMW*	Total Price in ZMW* (Unit Price multiplied by Quantity Required)	Unit Price in USD	Total Price in USD (Unit Price multiplied by Quantity Required)
Nokia 111, or 112 or 113 including all required specifications as stated in the RFQ	2200		ZMW 0.00		\$ -

Micro SD Cards compatible with the particular model of NOKIA Cellular Telephone quoted and including all required specifications as stated in the RFQ. If card is included in price of telephone, write/type "included" in the columns requesting price.	2200		ZMW 0.00		\$ -
Air or Ocean Shipment (Total Price) - write/type "not applicable" if air or ocean shipment is not required					
Delivery (Total Price) - write/type "included" if delivery costs are included in pricing above					
Total Price			ZMW 0.00		\$0.00
Offeror guarantees delivery within the number of calendar days, specified to the right of this box, after issuance of a contract in response to this RFQ :					
Number of Days For Which This Price Quote Is Valid:					
Exchange rate used to covert from Zambian Kwachas to US dollars*:					
Justification for exchange rate used to covert from Zambian Kwachas to US dollars*:					
Authorized Signatory Name and Title:					
Signature:					

Date:	
*The sections marked with a star are only applicable to non-U.S. offerors. U.S. offerors submitting quotations should mark these sections "Not applicable."	

Annex E—Cover Letter Format

The cover letter must follow the format below and be on official letterhead or stationery. Text in italics must be customized by each Offeror.

Offeror's Organization Name

Offeror's Address

Offeror's Contact Telephone Number

Offeror's Email Address

Date on Which The Offer is Submitted

To:

Agnes Zulu

Time To Learn Project

Education Development Center, Inc.

P.O Box 542X

Ridgeway

Lusaka, ZAMBIA

Offeror's Organization Name is pleased to submit the attached quotation in response to the Request for Quotations for Procurement of Cellular Telephones and Micro SD Cards dated June 23, 2014. Should you have any questions regarding our submission, please contact *Contact Name* via telephone at *phone number* or via email at *email address*.

Sincerely,

Signature of Authorized Officer

Typed Name of Authorized Officer

Typed Title of Authorized Officer

Offeror's Organization Name

Annex F—List of Required Components for Quotation

Offerors must submit all components required by this RFQ, including its annexes, in order for their quotation to be complete. The following is a list of the required components of the quotation:

- **Cover Letter:** Cover letter must be on the Offeror's letterhead or stationery and signed in writing by the Authorized Officer of the Offeror. See Annex E for the cover letter template and Section 3.3 of the RFQ for additional information.
- **Sealed Envelope:** If offer is sent via postal mail or hand delivered, offer must be in a closed and sealed envelope. See Section 3.3 of the RFQ for additional information. For quotations submitted by email this is not applicable.
- **Warranty and Guarantee Information:** Warranty and Guarantee information must be provided and the warranty and guarantee must meet the minimum requirements specified in the RFQ. See Section 4.1.4 of the RFQ for additional information.
- **Sample Telephone and Written Confirmation:** One sample telephone for testing, with written certification, signed by the Authorized Officer of the Offeror, that all 2,200 phones ordered will be of the same make, running the same software as the provided sample telephone. See Section 4.1.5 of the RFQ for additional information.
- **Shipment Timeline:** A timeline for air or ocean shipment if commodities are coming from outside of Zambia, or a confirmation that shipment will not be required must be submitted. The timeline must indicate the country of origin of the shipment, if known. See Section 4.2 of the RFQ for additional information.
- **Fully Completed Organizational Information Form (Annex A to the RFQ):** All items on the form must be answered and included on or attached with the form must be the following:
 - Names, email addresses, telephone numbers and contact people at three organizations to which the Offeror has provided similar commodities during the last 24 months, whom EDC can call on as references, and a description of the type of commodities provided to each organization.
 - Documentation on the source/supplier of the Nokia Cellular Telephones
 - Documentation showing Offeror's current legal incorporation.
 - Offeror's currently active registration in Zambia demonstrating that the organization can legally operate in Zambia OR certification that the Offeror will not complete any work under a contract resulting from this RFQ in Zambia and further certification that the Offeror can legally operate in the country(ies) in which all work under a contract resulting from this RFQ will take place.
 - A list of the Offeror's key individuals including (a) principal officers of the organization's governing body; (b) principal officer and deputy principal officer; (c) program managers; and (d) any other individual who will have significant responsibility for administration of the US Government-financed activities or resources under the proposed delivery of the commodities.
 - Information regarding any current litigation or certification that Offeror is not currently involved in any litigation.

The form must signed by 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 will not be considered. See Annex A to the RFQ for additional information.

- **Fully Completed Organizational Certification (Annex B to the RFQ):** The form must be completed fully. Each Offeror must provide a written signature on the Organization Certification. It is not acceptable to only provide the typed name of the Offeror's representative. Quotations submitted without a written signature will not be considered. See Annex B to the RFQ for additional information.
- **Price Quotation (Annex D to the RFQ):** The form must be completed fully. Each Offeror must provide a written signature on the Organization Certification. It is not acceptable to only provide the typed name of the Offeror's representative. Quotations submitted without a written signature will not be considered. See Annex D to the RFQ for additional information.

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 2010 (Incoterms 2010), 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 ATTACHMENT A 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. Certification: Seller agrees to comply with all applicable 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 this Purchase Order is \$10,000 or more, Executive Order 13496, Notification of Employee Rights Under Federal Labor Laws, see 29 CFR Part 471, Appendix A to Subpart A. Seller hereby certifies that he/she is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and is not delinquent on any State or Federal tax. Seller will cooperate with EDC in its efforts to comply with all laws, regulations and any award terms and conditions imposed by EDC by the sponsor(s) of this project.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. Tax Exemption: EDC is a Massachusetts nonprofit, tax-exempt corporation and is exempt from paying Massachusetts sales taxes (Cert. 042-241-718 Expires on 1/4/2019), 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.

23. 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.

ATTACHMENT A

The Seller (sometimes hereinafter referred to as the "Contractor" 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 provisions:

I. RENEGOTIATION

(a) To the extent required by law, this contract is subject to the Renegotiations Act of 1951 (50 U.S.C. App.1211, et seq.), as amended, and to any subsequent act of Congress providing for the renegotiations of contracts. Nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder, which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing this contract shall be deemed to contain all the provisions required by section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.

(b) The contractor agrees to insert the provisions of this clause, including this paragraph (b), in all Subcontracts, as that term is defined in section 103g of the Renegotiation Act of 1951, as amended.

II. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS

The provisions set forth in Sec. 202 of Executive Order 11246 of September 24, 1965 (30 F.R.12319: 3 CFR. 1965 Supp, n.167), in Titles VI and VII of the Civil Rights Act of 1964, as amended in Sec. 503 of the Rehabilitation Act of 1973 and in the Vietnam Era Veteran's Readjustment Assistance Act of 1974 are incorporated herein by reference and are binding on the Seller with the same force and effect as if fully set forth herein.

III. CONTRACT WORK HOURS STANDARDS ACT-OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek or work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violations: liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor; from any moneys payable on account of work performed by the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) The contractor shall indemnify and hold EDC harmless from and against any and all claims, losses, damages, judgments, penalties, cost and expenses (including, without limitation, all expenses with respect to any administrative or court proceedings and reasonable attorneys' fees) arising out of or in connection with any violation or alleged violation of the Contract Work Hours Standards Act or any applicable regulation, rulings or interpretations thereunder, in the performance of any or all parts of this purchase order or subcontract by the contractor or by any subcontractor, seller or other party, and that this indemnity shall survive the completion or termination of this purchase order or subcontract.

IV. EXAMINATION OF RECORDS

The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract. This paragraph applies only to contracts exceeding \$100,000 and does not apply to agreements for public utility services at rates established for uniform applicability to the general public.

V. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$100,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) This clause shall be included in all subcontracts.

VI. THE ANTI-KICKBACK ACT OF 1986

(Ref. FAR 3.502-2 effective September 2, 1988) prohibits any person from providing or attempting to provide any kickback. This act further prohibits any person from soliciting, accepting, or attempting to accept any kickback, and from incorporating, directly or indirectly, the amount of the kickback into the contract price charged by the prime contractor to the United States or by the subcontractor to the prime contractor or higher tier subcontractor.

VII. DEBARMENT

This purchase order is issued upon the understanding that the seller is not a debarred, suspended, or ineligible party as defined in the rules implementing Executive Order 12549 and agrees to notify EDC immediately if it is placed on the Lists of Parties Excluded.