

**Request for Quotations**

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

**Request for Quotations for  
Manufacture and Delivery of School Furniture in Bong, Grand Bassa and Montserrado**

Date of Issuance:

**May 2, 2018**

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

The Accelerated Quality Education for Liberian Children Project provides educational opportunities to children and adolescents across three counties of Liberia. EDC's work on the Accelerated Quality Education for Liberian Children Project 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 manufacture and supply of School Furniture for selected sites in Bong, Grand Bassa and Montserrado .

### **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 communication 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.

LINE	TIME	DATE	Time Table
<b>A</b>	4:00 PM Liberia Time	Friday, May 9, 2018	Deadline for submission of questions to EDC
<b>B</b>	4:00 PM Liberia Time	Wednesday, May 14 , 2018	Estimated date for issuance of responses by EDC
<b>C</b>	4:00 PM Liberia Time	Wednesday, May 31, 2018	Deadline for submission of quotations

### 2.4 Inspection and Acceptance

Under any contract awarded in response to this RFQ, EDC may request sample for each of the item to check for quality and adherence to specifications provided. EDC shall have a right to inspect quality of school furniture and conformity to specifications before payment or acceptance of such furniture in accordance with the specifications attached in this RFQ. Payment for school furniture made before inspection for conformity shall not constitute an acceptance of such school furniture or impair EDC's right to inspect such school furniture or any of EDC's remedies, in accordance with Section 2-512(2) of the UCC. School furniture 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 is Understanding of the RFQ

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

#### 3.2 Communication

Verbal communication shall not be effective unless formally confirmed in writing by the EDC Contact Person in charge of managing this RFQ process. In no case shall verbal communication govern over written communications.

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

Education Development Center, Inc.  
Attention:

E-mail: CNYambawaro@edc.org

Excel copies of Annex E can be found on [www.emansion.gov.lr](http://www.emansion.gov.lr) website under the title “Annex E – Price Template“. Alternatively, Offerors may send an email to [CNYambawaro@edc.org](mailto:CNYambawaro@edc.org) to obtain an excel copy of Annex E. Emails must be sent prior to the deadline date for submission of quotations.

### 3.3 Quotation Submission

All quotations must include a cover letter provided on the offeror’s letterhead or stationery and be signed in writing by the Authorized Officer of the offeror. It is not acceptable to only provide the typed name of the Offeror’s representative. Quotations submitted without a written signature will 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: Chipo Nyambawaro  
E-mail: CNYambawaro@edc.org

OR hand delivered to:

Education Development Center, Inc.  
Attention: Chipo Nyambawaro  
Hand delivery address: 21<sup>st</sup> Street, Gibson Avenue, Fiamah, Monrovia, Montserrado, Liberia  
Montserrado County Office, AB Tolbert Road, Paynesville Montserrado  
Liberia  
Bong County Office, Gbarnga City Liberia  
Grand Bassa Office, Buchanan City Liberia

Quotations must be in a closed and sealed envelope.

If sent via email, quotations must have the subject line of “**Request for Quotations for Manufacture and Delivery of School Furniture**” 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 this RFQ in Word, Excel, or pdf format 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 should send all of the email messages with the quotation submission on the same day and time and send the emails as closely together as practicable.

Complete submissions sent via postal mail, courier, 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 AQE head office and AQE County Offices by the deadline date listed in this RFQ.

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

### **3.4 Eligibility of Quotations**

#### **3.4.1 Complete Quotations**

Offerors must submit all components required by this RFQ, including its annexes, in order for their quotation to be complete. Please see Annex D for a list of the items to be included in the quotation. Before evaluating quotations, EDC will determine which quotations include the components required by the RFQ to be considered a complete quotation. Please note that although EDC will determine certain quotations to be complete, this determination does not signify that an award will be made to one or any of the offerors with complete quotations. Only complete quotations will be evaluated and considered for award.

#### **3.4.2 Past Performance**

Offerors may be disqualified if a check of past performance demonstrates that the offeror has not been able to 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 Lots. Preference will be given to manufacturers that are based locally in each of the three counties. 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 School Furniture**

All of the specifications listed in Section 4.1 must be met. Offerors may provide quotations for one lot, two lots or all lots. Detailed specifications are attached below.

#### 4.1.2 School Furniture

The school furniture is divided into 3 lots that is Grand Bassa, Montserrado and Bong. Bidders are expected to provide quotations based on the below lots and quantities

##### Lot 1 GRAND BASSA

NO	Items	Quantity Needed
		Grand Bassa
1	Need for teachers' Desk	44
2	Need for Teachers Chairs	48
3	Need for Student Arm Chair	597

##### Lot 2 MONTSEERRADO

NO	Items	Quantity Needed
		Montserrado
1	Need for teachers' Desk	86
2	Need for Teachers Chairs	105
3	Need for Student Arm Chair	1043

##### Lot 3 BONG

NO	Items	Quantity Needed
		Bong
1	Need for teachers' Desk	40
2	Need for Teachers Chairs	47

3	Need for Student Arm Chair	1230
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#### **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. The manufacturer of the school furniture will have to include the cost of delivery in the proposal. Delivery of school furniture is expected to be completed 6 weeks after issue of the contract. EDC reserves the right to cancel purchase orders because of failing to meet the deadlines or non-performance. Delivery at schools will be received by the Principal of the school with signatures of confirmation on a Goods Received Note. The Goods Received Note will need to be signed by PTA as well. On Delivery, EDC and MOE will inspect the furniture for quality before payment can be made.

<b>LOT 1</b>	<b>Grand Bassa</b>					
<b>District</b>	<b>Name of Site</b>	<b>EMIS NO.</b>	<b>Teachers' Desk</b>	<b>Teachers Chairs</b>	<b>Students Arm Chairs</b>	<b>Total Price per site</b>
District 2	Ben Town	40383	2	2	19	
District 1	Boique Public School	40076	3	3	2	
District 1	Camp Mechlin Public School	40081	3	3	24	
District 3	Ceedya Public School	40041	2	2	54	
District 3	Desoe Public School	40040	1	1	15	
District 3	Diakon Public School	40038	0	1	6	
District 5	Four Houses Public School	40372	2	2	18	
District 4	Gianda Public School	40132	2	2	38	
District 4	Gio Town Public School	40085	0	0	29	
District 4	Government Day Public School	40367	2	3	44	
District 4	Grand Kola Public School	40092	0	0	49	
District 5	Harris Memorial Public School	40048	0	1	0	
District 3	Jeremiah B. Gardee	40020	3	3	30	
District 2	Juah Town Public School	40017	1	1	44	
District 2	Kobainu Public School	40018	1	1	27	
District 4	Korkor David Public School	40087	0	1	0	
District 1	Kpelle Town Public School	40324	1	1	0	
District 1	Little Bassa Public School	40073	3	3	45	
District 1	Llyodsville Public School	40082	2	2	12	
District 5	Logan Town Public School	40046	2	2	33	
District 1	Neegeewien Elementary School	40296	1	0	0	
District 5	New Buchanan Public School	40273	1	0	0	
District 1	Nor-You Town Public School	40079	2	2	15	
District 1	Owensgrove Public School	40074	3	3	4	
District 5	Paynesberry Public School	40055	3	3	39	
District 3	Saywayne Public School	40029	2	2	16	
District 3	Tubmanville Public School	40067	1	2	24	
District 1	Vahn Town Public School	40071	1	2	10	
	<b>Total</b>		<b>44</b>	<b>48</b>	<b>597</b>	

<b>LOT 2</b>	<b>Montserrado</b>					
<b>District</b>	<b>Name of Site</b>	<b>EMIS NO.</b>	<b>Teachers' Desk</b>	<b>Teachers Chairs</b>	<b>Students Arm Chairs</b>	<b>Total Price per site</b>
MCSS	A.Glen Tubman Elem &Jr High	160012	3	3	0	
Right Bank 1	Banjor Central High School	110235	2	2	17	
Left Bank 1	Barnesville Public School	110402	2	2	23	
Left Bank 2	Dixville Public School	110024	4	4	79	
Left Bank 1	E Jonathan Goodridge	110466	0	3	56	
Left Bank 2	Elizabeth Tubman Memorial Institute	110440	3	3	46	
Left Bank 2	Fendell	110030	3	3	20	
Right Bank 1	Gbanjor Public	110224	1	3	0	
Right Bank 2	Gbondoi	111244	1	2	27	
Toodee	Goba Town Public School	110350	1	4	0	

Left Bank 2	J. W. A Richards	110026	3	3	0	
Careysburg	John S. Varfley	110039	3	1	44	
Left Bank 2	Johnsonville Public School	110028	2	3	48	
Greater Monrovia 1	June L. Moore	110595	2	2	0	
Careysburg	Kings Farm Public	110078	3	3	0	
Careysburg	Kingsville Public School	110359	0	3	17	
Todee	Koon Town Elem/Jr High	111282	1	3	75	
Right Bank 2	Kormah	110013	2	3	78	
Right Bank 1	Kpallah Public School	110227	2	2	43	
Right Bank 1	Kpekor	110240	3	3	0	
Right Bank 2	Krukai	110001	2	3	11	
MCSS	Lorma Quarter	160011	0	1	0	
MCSS	Monrovia Demonstration	160001	3	3	2	
Paynesville	Morris's Farm	110287	2	2	24	
Todee	Nyehn #1 Public School	110163	0	3	0	
Careysburg	Nyemah Town Public School	110074	3	3	24	
Paynesville	PCS Joe Bar	111146	3	3	0	
Right Bank 1	Royesville Central	111224	3	3	11	
Left Bank 2	Sims Community Public School	110437	3	3	20	
Careysburg	Tartee Town	110334	3	3	8	
Left Bank 2	Upper Caldwell Community School	111033	4	4	114	
Right Bank 1	V.O.A -1 Academy	110228	3	3	42	
Right Bank 2	Virginia Public School	110004	2	2	27	
Right Bank 2	Vonzon	111267	3	3	37	
Right Bank 2	William D. Coleman	110051	3	3	6	
Left Bank 1	William Gabriel Kpolleh	111810	3	3	134	
Right Bank 2	Yesumo	110005	3	3	0	
Left Bank 2	Youth Camp Public School	110085	2	2	10	
	<b>Total</b>		<b>86</b>	<b>105</b>	<b>1043</b>	

<b>LOT 3</b>	<b>BONG</b>					
<b>District</b>	<b>Name of Site</b>	<b>EMIS NO.</b>	<b>Teachers' Desk</b>	<b>Teachers Chairs</b>	<b>Students Arm Chairs</b>	<b>Total Price</b>
Suacoco	Balama Public School	20056	3	3	74	
Panta-Kpaai	Christine T. Norman Public	20161	0	0	75	
Fuamah	DOBLI ISLAND PUBLIC SCHOOL	20166	1	1	0	
Panta-Kpaai	Dolokelen Paye	20188	1	2	31	
Suacoco	G. TOLOKPALAH PUBLIC SCHOOL	20216	3	3	46	
Suacoco	G.W. Gibson	20046	1	1	63	
Panta-Kpaai	Garmu Public School	20187	1	1	77	
Sanoyea	Gbono-Ta	20145	0	0	10	
Salala	GORMALON P. WALKER	20020	0	0	62	
Panta-Kpaai	James Samuel Milton Elementary/Junior High School	20202	0	1	38	
Gbarnga	Jawoe Manalah Public School	20037	2	2	101	
Panta-Kpaai	K.G. S. KAPU PUBLIC	20203	0	2	26	
Kokoyah	Kili-Tour-Maa Public School	20080	2	2	10	
Suacoco	Margaret Kennedy	20255	1	1	27	
Salala	NEW TOTOTA PUBLIC SCHOOL	20001	4	4	107	
Panta-Kpaai	Nyakoi-Bee School Public School	20186	3	3	41	
Salala	Quelimine Toto Public School	20023	2	2	61	
Panta-Kpaai	Samuel B. Cooper Elementary/Junior High School	20192	1	2	28	
Panta-Kpaai	Shanpowai Public School	20173	3	3	0	
Kokoyah	U- Lah Public School	20087	1	1	105	
Zota	W. R. TOLBERT PUBLIC SCHOOL	20070	0	0	20	
Suacoco	William V. S. Tubman Elem./Jr. High School	20055	3	3	92	
Zota	Yowee Public School	20074	2	2	1	
Kokoyah	Sheansue Public School	20091	0	0	36	
Kokoyah	Dolo-bai Public School	20108	2	2	43	
Salala	Frelelah Public School	20012	3	4	0	
Zota	Gorpu Dolobai Public School	20117	1	2	46	
Sanoyea	Kelebei Public School	20135	0	0	10	
	<b>Total</b>		<b>40</b>	<b>47</b>	<b>1230</b>	

#### 4 . Warranty

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

- all classroom furniture 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 classroom furniture by EDC will not infringe any third party's patent, trademark, trade secret, copyright, or any other proprietary, intellectual property or other right held by any third party.

The warranties set forth shall not be waived because of the acceptance of classroom furniture or payment therefore by EDC.

#### 5. Price Quotation Requirements

The price quotation must include the costs of manufacturing the school furniture per item. The cost of delivery to the specific school sites. The quotation must include costs on: 1) a per unit basis; 2) delivery costs; 3) applicable taxes; 3) and 4) the total cost. **EDC / AQE realizes the cost of manufacturing and delivery in the specific sites is more cost effective and efficient.** The price quotation must be in US Dollars. All offerors must provide a price guarantee that the quotation price remains valid for 120 calendar days. The quotation must follow the format provided in Annex E.

#### 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:

##### Lot 1 – Grand Bassa School furniture

<b>Deliverable</b>	<b>Payment Amount</b>
Upon delivery and inspection of samples	30%
Upon 50% delivery, inspection and acceptance	30%
Upon final delivery inspection and acceptance of school furniture	40%

**LOT 2 – Montserrado School Furniture**

<b>Deliverable</b>	<b>Payment Amount</b>
Upon delivery and inspection of samples	30%
Upon 50% delivery, inspection and acceptance	30%
Upon final delivery inspection and acceptance of school furniture	40%

**LOT 3 – Bong School Furniture**

<b>Deliverable</b>	<b>Payment Amount</b>
Upon delivery and inspection of samples	30%
Upon 50% delivery, inspection and acceptance	30%
Upon final delivery inspection and acceptance of school furniture	40%

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. 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.

**8. Annexes**

Annexes A – F follow this page. Annex E is provided separately in Excel format respectively upon request or by download from [www.emansion.gov.lr](http://www.emansion.gov.lr)

**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 Number<sup>1</sup>: \_\_\_\_\_

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

**Reference #1:**

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

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Type of Furniture and Quantity Provided \_\_\_\_\_

Value of Furniture Provided \_\_\_\_\_

Month and Year during Furniture was manufactured and provided: \_\_\_\_\_

**Reference #2:**

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<sup>1</sup> Offerors that currently have a Dun & Bradstreet Number are requested to provide this information. Offerors who are not

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

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Type of Furniture and Quantity Provided \_\_\_\_\_

Value of Furniture Provided \_\_\_\_\_

Month and Year during Furniture was manufactured and provided: \_\_\_\_\_

**Reference #3:**

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

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Type of Furniture and Quantity Provided \_\_\_\_\_

Value of Furniture Provided \_\_\_\_\_

Month and Year during Furniture was manufactured and provided: \_\_\_\_\_

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 Liberia, demonstrating that the organization can legally operate in Liberia.

Attached

A list of the offertory's 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 School Furniture

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: \_\_\_\_\_ Title: \_\_\_\_\_

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

## Annex B—Organizational Certification

This certification attests to the Offeror’s 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.

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 120 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 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 441110):

Small Business (SB) (self-certification)<sup>2</sup>

Small Disadvantaged Business (SDB) (self-certification)

HUB Zone 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: \_\_\_\_\_

3.  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.)

**OR**

<sup>2</sup> Please refer to Annex C for standard definitions of “small business,” “small disadvantaged business,” etc.

(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:	_____	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/](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/](http://www.census.gov/eos/www/naics/))).

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

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

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

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

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

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

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

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

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

A small business concern that is:

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

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

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

A small business concern that is:

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

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

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

***NAICS***

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

<http://www.census.gov/eos/www/naics/>.

**Annex D—RFQ Checklist**

**Checklist for School Furniture**

<i>Items to be included with quotation</i>		<i>Submitted</i>
1	Checklist for School Furniture - Annex D	
2	Warranty (Reference Section 4.1.3)	
3	Timeline for Delivery (Reference Section 4.2)	
4	Price Guarantee (120 days) (Reference Section 5.2)	
5	Annex A	
	a. Annex A completed and signed	
	b. Documentation of Legal incorporation	
	c. List of Key individuals	
	d. List of individuals at 3 organizations to be contacted for references	
6	Annex B - Completed and signed	
7	Annex E. – Price Template	

**Annex E. Price Template**

**GRAND BASSA**

<b>Number</b>	<b>Description</b>	<b>Quantity Needed (A)</b>	<b>Furniture Unit Price (B)</b>	<b>Total Cost For Item (A*B)=C</b>	<b>Delivery Cost to Site (D)</b>	<b>Total Unit Price (C+D=E)</b>
Lot 1	Teachers Desk	44				
	Teachers Chair	48				
	Student Arm Chair	597				
	<b>Total Cost</b>					

**MONTERRADO**

<b>Number</b>	<b>Description</b>	<b>Quantity Needed (A)</b>	<b>Furniture Unit Price (B)</b>	<b>Total Cost For Item (A*B)=C</b>	<b>Total Delivery Cost to Sites (D)</b>	<b>Total Unit Price (C+D=E)</b>
Lot 2	Teachers Desk	86				
	Teachers Chair	105				
	Student Arm Chair	1043				
	<b>Total Cost</b>					

**BONG**

<b>Number</b>	<b>Description</b>	<b>Quantity Needed (A)</b>	<b>Furniture Unit Price (B)</b>	<b>Total Cost For Item (A*B)=C)</b>	<b>Delivery Cost to Site (D)</b>	<b>Total Unit Price (C+D=E)</b>
Lot 3	Teachers Desk	40				
	Teachers Chair	47				
	Student Arm Chair	1230				
	<b>Total Cost</b>					

Delivery time (after receipt of order): 6 weeks after date of contract

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

1. Offeror (“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 of the work and in accordance with the terms of this agreement (“Agreement”).
2. The Provider will submit invoices within thirty days of acceptance of the Services by the EDC Project Director. Invoices that do not include the Agreement number and a brief, identifying description of the service, will not be paid.
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 its 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 US, Provider certifies that this individual is authorized to work in the US under US Law.
4. Provider indemnifies, defends and holds EDC harmless from and against all liabilities (including reasonable expenses and attorneys’ fees) incurred by or imposed on EDC in connection with any suits, or judgments related to Provider’s warranties, representations or performance of the Services under the Agreement.
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 (“Confidential Information”) are the property of EDC, and all copies will be returned to EDC at the end of the performance period. Unless such Confidential Information was previously known to Provider free of any obligation to keep it confidential, or is subsequently made public by EDC, it will be held in confidence by Provider and used only for the purposes of performing the Services.

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, ("Deliverables") shall belong to EDC. 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, as EDC requests, 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 the Scope of Work identifies any individual(s) as Key Personnel then no substitution for such individual(s) may be made unless mutually agreed upon by the parties. 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. EDC reserves the right to approve or disapprove any substitutions for Key Personnel proposed by Provider.

10. Provider represents and warrants that it will 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. Additional Warranty for Work Product Containing Software: Provider further warrants and represents that 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. Provider will have 15 business days to modify the work product so that it meets all written specifications and performs as the parties intended. In the event Provider is unable to deliver work product that is "bug" or virus free or otherwise does not conform to written specifications within 15 days following notice from EDC that the work product is unfit for its intended use, EDC may terminate this Agreement and withhold payment or receive a full refund of all payments made to Provider pursuant to this Agreement.

11. Notice of Delay. In the event Provider knows or has reason to know that any actual or potential situation is delaying or threatens to delay the timely performance of the Services required

hereunder, 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.

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; 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 affirmative action, E-Verify, equal employment opportunity, use of human participants in research, prohibitions against supporting terrorism, prohibitions on human trafficking and prohibitions against discrimination, and, if the value of this Agreement 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. Provider 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. 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.

20. Provider shall: a) abide by the requirements of 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; and b) abide by the requirements of 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.