



Request for Quotations No. 2022-008

**USAID Youth Empowerment Activity (USAID YEA)
Education Development Center, Inc.
(Hereafter referred to as "EDC")**

Procurement and delivery of Office Furniture

Date of Issuance:

November 21, 2022

Education Development Center (EDC) is a global nonprofit that advances lasting solutions to improve education, promote health, and expand economic opportunity, with a focus on vulnerable and under-served populations.

The USAID Youth Empowerment Activity (USAID YEA) will reach 25,000 South Sudanese youth in 13 counties across five States (Eastern Equatoria, Jonglei, Unity, Upper Nile, and Western Bahr el Ghazal) over a four-year period. This community-based intervention will establish a vibrant Youth Corps and support local organizations enhance youth-friendly service offerings. USAID YEA will tailor its intervention to meet the realities of each implementation area and to best support a diverse group of youth with varied capacities and aspirations to reach their full potential.

Organizations submitting quotations in response to this Request for Quotation (“RFQ”) must not have any relationship with USAID under the terms of this RFQ or any resultant contract. All communications regarding this RFQ will 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 the supply and delivery of office furniture of various types as specified in section 4 below.

1.2 Eligibility

This procurement is open to offers from organizations, incorporated or legally organized under the laws of any country, not under sanction by the US Government. Offers from organizations which are incorporated or legally organized under the laws of any country which is under sanction 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 received 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
A	4:00 PM South Sudan Time	November 25, 2022	Deadline for submission of questions to EDC. Questions should be sent in writing by email to YEAProcurement@edc.org
B	4:00 PM South Sudan Time	November 30, 2022	Estimated date for issuance of responses by EDC. Responses will be issued as a formal modification to this RFQ and will be sent to all known prospective Offerors.
C	4:00 PM South Sudan Time	December 5, 2022	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 commodities in excess of the quantities ordered may be returned to the selected offeror at the selected offeror's expense.

3. Quotation Submission and Selection

3.1 Offeror’s Understanding of the RFQ

In responding to this RFQ, the Offeror fully understands the RFQ in its entirety and in details, including making any inquiries to EDC as necessary to gain such understanding. Clarification questions must be submitted by potential offerors—in writing—by the date and time designated in Line A of the Chart in Section 2.3. Responses will be published in writing in accordance with Line B of the Chart in Section 2.3. 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: Procurement Manager
E-mail: YEAProcurement@edc.org
Email subject: Questions regarding RFQ No. 2022-008

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 provide only 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: Procurement Manager
E-mail: YEAProcurement@edc.org
Email: subject: Quotation in response to RFQ No. 2022-008

Quotations sent via email, quotations must have the subject line of **"Request for Quotations for Procurement and delivery of Office 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.

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

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

3.4 Eligibility of Quotations

3.4.1 Complete Quotations

Offerors must submit all components required by this RFQ, including its annexes, in order for their quotation to be complete. Please see **Annex B** 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.

3.4.3 Compliance with Technical Specifications & Requirements

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

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. 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 office desks, office chairs, conference tables, stackable chairs, steel filling cabinets and waiting room chairs.

Bidders must meet the specifications listed in Section 4.1.

#	Item description	Specification	UoM	Quantity
1	Office desks with lockable drawers	140cm(L)x80cm(W) x 75cm (H)top, with wooden frame	Pieces	3
2	Office Workstation Table, 280cm x240cm	4-seater, with 3 lockable drawers, curved design	Pieces	5
3	Office Workstation Table, 140cm x 80 cm	2-seater, with 3 lockable drawers, curved design	Pieces	3
4	Office chairs with adjustable height and back, high back and armrest	High back revolving hydraulic, With strong casters/wheels, black fabric material	Pieces	16
5	Conference round table	4-seater, 3ft 6 inch diameter, top made of wood, with wooden or steel frame. Brown color.	Piece	2
6	Conference chairs	Armrest and square base, lever for adjusting height, black fabric material chairs with casters/wheels	Pieces	6
7	Waiting room joined chairs	3-seater with back, Metal CRS (cold roll steel) paint with inject PU (Polyurethane) cushion, Armrest & legs: Die casting Aluminium alloy with polish treatment, Coating: Electrostatic coating with Rust-proof treatment, Beam: High intensity hexagonal metal (cold-roll steel) tube with superior load-bearing capacity and stability. Black PU cushion, metal powder coated. Size: 1750 W x 680 D x 780 H mm metallic, grey color	Pieces	3

8	Steel filling cabinet	With 4 compartments, lockable double door, grey color, medium size 2 ft by 1 ft by 6 ft	Pieces	2
9	Steel filling cabinet	With 4 compartments, lockable double door, grey color, medium size 2 ft by 1.8 ft by 4.5 ft	Pieces	2

4.2 Delivery Schedule and Location

The quotation must be based on the following delivery schedule. Offerors that have the furniture items in stock should provide a delivery schedule indicating the earliest possible delivery. Alternatively, Offerors that are not able to meet with required delivery schedule, are to propose an alternative delivery schedule but preference will be given to those Offerors that meet the required delivery schedule.

Note:

- 1. All items have the delivery location of AFEX Rivercamp, Juba, and should be delivered within 14 calendar days of award.**

4.3 Inspection of deliveries

EDC reserves the right to inspect to determine whether they conform to the specifications in Section 4.1. Any payments made before inspection for conformity shall not constitute an acceptance of such goods/services or impair EDC's right to inspect the furniture. deliveries rejected may be returned to selected Vendor at the selected Vendor's expense, subject to the following:

EDC may reject any or all of the deliveries or any part thereof that do not conform to EDC's specifications and standards. The decision of the EDC representative will be final with regards to specifications as well as the intended purposes and will be binding on the Parties. The selected Vendor shall replace such rejected items at no additional cost to EDC.

4.4 Warranty

All Offerors must provide a document with proposed or applicable warranty for each (where applicable). In addition to any other express or implied warranties, Offerors must expressly warrant that:

- All deliveries 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 the commodities delivered under any contract resulting from this RFQ will be counterfeit.
- The selected Offeror(s) shall replace any defective commodities with new ones without charge to EDC.
- Selected Offeror(s) will be solely responsible for any loss or damage of the goods during shipping; and

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

4.5 Other specifications

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

4.6 Shipment

If the selected Offeror will need to air or ocean-ship any items, to Juba, South Sudan. Air or ocean shipping must comply 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, the offeror must provide specific information why US flag carrier is not available for which sections of the shipping, what percentage US carrier will ship and what percentage foreign carrier will ship. The offeror must be able to initiate the shipment of the commodities within 30 business days of written notification from EDC that EDC will purchase the commodities from the selected offeror.

All offerors must provide a timeline for shipment in order for their quotation to be considered; the timeline should indicate the country of origin of the shipment, if known. If the Offeror will not need to ship the item, please state this in the quotation.

5. Price Quotation Requirements

The price quotation must include the costs for the Goods including any necessary components to meet the specifications in Section 4 including any in-country and (if needed) any ocean or air transport costs. The quotation must include costs on: 1) a per unit basis; 2) transportation costs; 3) applicable fees; 4) applicable taxes including VAT; and 5) the total cost.

The country of manufacture for each item must be specified and included in the price quotation. 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 C.

6. Contract Type and Payment

6.1 Payment

One or more firm-fixed-price contracts may be awarded in response to this RFQ. Payment will be made within two weeks of delivery, inspection and acceptance of the furniture. **No advance payments will be made.**

The payment amount due shall be reduced by 0.1% per calendar day per late delivery. Late shall be defined as any deliveries that occur after the date listed on the delivery schedule submitted by the Offeror and incorporated into any contract resulting from this RFQ.

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

6.2 Contract Terms

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

7. Organizational Information and Certification Form

In order for their quotation to be considered, the offeror must complete and submit the Organizational Information and Certification Form included in Annex A to this RFQ and submit all the attachments required by Annex A to this RFQ.

8. Annexes

Annexes A – D follow this page.

Annex A—Organizational Information and Certification Form

The Offeror must ensure that this form is duly completed and correctly executed by an authorized officer of the Offeror's company. **Please check each appropriate box and/or fill in ALL applicable lines below.**

A1. Organizational Information

Full legal name of the Offeror's company: _____

Year the Offeror's company was established: _____

Contact information regarding the quotation:

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

Offeror's Unique Entity Identifier (UEI)¹ Code: _____

The Offeror certifies, by checking the applicable box(es), that:

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

- The Offeror is a **U.S. entity** and:
 - 1. it operates as:
 - a corporation incorporated under the laws of the State of _____ (state name),
 - an individual,
 - a partnership,
 - a nongovernmental nonprofit organization,
 - a state or local governmental organization,
 - a private college or university,

¹ Offerors that currently have a UEI Code are requested to provide this information. Offerors who are not registered may do so at <https://sam.gov/content/home>. There is no charge for this registration. A UEI Code is not required for submission of a quotation but may be required before a contract is issued. Whether or not an Offeror currently has a UEI code will not affect the evaluation of the Offeror's quotation.

- 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)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)
- Large Business (LB)
- Other Certification, certification: _____

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

A2. References

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

Reference #1:

Organization Name: _____
 Contact Person: _____
 Email Address: _____
 Telephone Number: _____
 Type of Goods Provided: _____
 Value of the Goods Provided: _____
 Month and Year During Which Goods were Provided: _____

Reference #2:

Organization Name: _____
 Contact Person: _____
 Email Address: _____
 Telephone Number: _____
 Type of Goods Provided: _____
 Value of the Goods Provided: _____

Month and Year During Which Goods were Provided: _____

Reference #3:

Organization Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Type of Goods Provided: _____

Value of the Goods Provided: _____

Month and Year During Which Goods were Provided: _____

A3. Incorporation, Registration, Litigation, and Taxes

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

Attached

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

Information regarding any current lawsuits, legal proceedings, court cases, or other litigation in which the Offeror, or any of the entities in the collaboration, are involved, regardless of jurisdiction where the litigation resides.

Attached

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

A4. Key Individuals

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

(a) the principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees): _____

(b) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president): _____

(c) the program manager(s) for the proposed contract: _____

(d) any other person who will have significant responsibilities for administration of the US Government-financed activities or resources under the proposed delivery of the services: _____

A5. Awareness and Agreement to the Content of this RFQ

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

A6. Compliance With Applicable Laws and Regulations

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

A7. Debarment and Suspension

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

- IS
- IS NOT

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

A8. Quotation Validity

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

Offeror's Name

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

A9. Authorized Negotiators

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

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

A10. Signature

Signature of Authorized Officer:

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

Annex B—RFQ Checklist

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

Checklist Office furniture procurement		
	<i>Items to be included with quotation</i>	Submitted
1.	Annex A – completed and signed Organization and Certification Form. Include all required attachments including: <ol style="list-style-type: none"> 1. references 2. documentation of legal incorporation, documentation of active registration in South Sudan 3. a list of key individuals 	<input type="checkbox"/>
2.	Annex B – Checklist	<input type="checkbox"/>
3.	Annex C – Price Quotation in Microsoft Excel that complies with the sample template provided.	<input type="checkbox"/>
4.	Complete specifications for the proposed items of office furniture.	<input type="checkbox"/>
5.	Warranty information (reference RFQ Section 4.4)	<input type="checkbox"/>
6.	Delivery schedule (reference RFQ Section 4.2)	<input type="checkbox"/>
7.	Price Guarantee of 120 days (reference RFQ Section 5)	<input type="checkbox"/>

Annex C. Price Template

No	Description	Specifications Offered	Unit of measure	Quantity Needed (A)	Unit Price (exclusive of VAT tax) (US\$) (B)	VAT Tax (US\$) (C)	Total Cost For Items (US\$) (A*B+C)=D)	International Shipping or Transportation costs to and/or within South Sudan, If applicable (US\$) (E)	Total Unit Price (US\$) (D+E=F)
1	Office desks with lockable drawers	140cm x80cm x75cm	Pieces	3					
2	Office Workstation Table	4-seater	Pieces	5					
3	Office Workstation Table	2-seater	Pieces	3					
4	Office chairs with adjustable height and back, high back and armrest	Rolling, black fabric	Pieces	16					
5	Conference round table	3ft6in diameter	Piece	1					
6	Conference chairs	Rolling, adjustable height, black fabric	Pieces	4					
7	Waiting room joined chairs	3-seater	Pieces	3					
8	Steel filling	double door,	Pieces	2					

	cabinet	lockable 2ftx1ftx6ft							
9	Steel filling cabinet	double door, lockable 2ftx1.8ftx4.5 ft	Pieces	2					

Note: All quotes must indicate Value Added Tax (VAT) separately.

Delivery time (after receipt of order): _____ business days

Length of warranty offered on items of office furniture (where applicable): _____ years

Country of Manufacture: _____

Location of the service center (s) in South Sudan for after-sales service, including warranty repair: _____

Annex D

EDC General Terms and Conditions

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 Additional Terms and Conditions is required. Seller agrees to obtain all licenses, permits, and other authorization as may be required (by any government) to sell, export, and deliver the Items to EDC including (but not limited to) export and re-export licenses and permits. Furthermore, Seller confirms that none of Items originates from (or incorporates any items originating from) countries targeted by United States sanctions programs. Seller also warrants that the parties and counterparties to this transaction (including (without limitation) insurers, agents, and financiers) are not targeted by United States sanctions programs.

10. Risk of Loss: Seller assumes all risk of loss or of damage to all Goods ordered and all other items related to the Order until the same are finally received by EDC, in accordance with the terms and conditions set forth herein. Seller also assumes all risk of loss of or damage to any Goods, work in progress, materials, and other items rejected by EDC for nonconformity.

11. Inspection: EDC may inspect and test Goods to determine whether such Goods conform to the terms of the Order and its attachments. Unless otherwise agreed to in writing by EDC, EDC shall have a right to inspect Goods for conformity before payment or acceptance of such Goods, in accordance with Section 2-513(1) of the UCC. Payment for Goods made before inspection for conformity shall not constitute an acceptance of such Goods or impair EDC's right to inspect such Goods or any of EDC's remedies, in accordance with Section 2-512(2) of the UCC. Goods rejected or supplies in excess of quantities ordered may be returned to Seller at Seller's expense.

12. Hold Harmless: Seller shall defend and hold harmless EDC, its directors, overseers, officers, trustees, agents and employees against and from any and all claims, liabilities, losses, damages, expenses, and legal fees whatsoever, without limitation, arising in connection with any Goods purchased under the Order or from any act, omission, operation, product or service of Seller, its employees, agents, suppliers, and subcontractors.

13. Insurance: Seller shall maintain adequate insurance in any and all forms necessary to protect both Seller and EDC against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of this agreement. Nothing contained herein shall abridge, diminish or affect Seller's responsibility for the consequences of any accidents, occurrences, damages, losses, and associated costs arising out of or resulting from performance of this agreement.

14. Limitations: EDC shall not be liable to Seller, its employees, representatives, agents, subcontractors or suppliers for any incidental or consequential damages. EDC's liability on any claim for loss, damage or expense arising in connection with this agreement shall not exceed the price of Goods which give rise to the claim. EDC shall not be liable for penalties of any kind. Any action caused by any alleged breach of this agreement by EDC must be commenced within one year after the cause of action has accrued.

15. Indemnification-Patents/Copyright: The Seller agrees to indemnify EDC and to hold EDC harmless from and against all claims, liability, loss, damage, and expenses including legal fees, arising from or due to any actual or claimed trademark, patent, or copyright infringement and any litigation based thereon, with respect to any part of Goods and work covered by the Order. The Seller shall defend any such litigation brought against EDC. The Seller's obligations hereunder shall survive acceptance of Goods and payment therefor by EDC.

16. 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 1/4/2029), District of Columbia sales taxes (Cert. 350000037579), and New York local and state sales tax (Cert. EX-107586), and federal excise taxes. Seller shall not charge EDC for such taxes. Proof of exemption is available upon request.

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.

EDC Additional Terms and Conditions for Federally funded orders

The following Additional Terms and Conditions below apply when it is indicated on the front page of this PO that the order is being funded by a Federal Grant or Contract. The Seller (sometimes hereinafter referred to as the "Contractor", "Provider", or the "Subcontractor") agrees, with respect to this purchase order (sometimes hereinafter also referred to as an "order", "contract", or "subcontract"), to be bound by the following additional provisions:

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

For orders under Federal contracts, the Provider shall abide by the requirements of (a) FAR 52.204-25 (Aug 2020) which prohibits providing covered telecommunications equipment or services in the performance of this Agreement.

For orders under Federal grants, Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232) which prohibits the use of loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain the equipment, services, or systems prohibited systems as identified in section 889 of the NDAA for FY 2019 and as described in 2 CFR 200.216. In the event covered telecommunications equipment or services are provided, Provider will notify EDC within one business day and provide the information required by the clause.

32. PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES. (July 2018) (Ref. FAR 52.204-23)

(a) Definitions. As used in this clause—

“Covered article” means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

“Covered entity” means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the

use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

33. DOMESTIC PREFERENCE FOR PROCUREMENTS

Provider agrees to comply with the requirements of 2 CFR 200.322 “Domestic Preference for Procurements”. As appropriate, and to the extent consistent with law, the provider should, to the greatest extent practicable provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber).

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.