**Request for Proposal (RFP)**

**Provision of IRS Transportation Services**

|  |  |
| --- | --- |
| RFP Numbers: | * 01/015/2024 - Nyagatare District
* 01/016/2024 - Kirehe District
* 01/017/2024 - Ngoma District
 |
| Title: | Provision of IRS Transportation Services |
| Issuing Office and Address for Bid Submission: | Address:Abt AssociatesPMI Evolve Rwanda ProjectKG 8 Ave, M&M Plaza, 3rd floor Gishushu NyarutaramaP. O. Box 5200; Kigali, RwandaPackage Markings:RFP#: 01/015/2024RFP#: 01/016/2024RFP#: 01/017/2024Attention: Chief of PartyTel: (250) 252 572321/2/4E-mail: **PMI\_EvolveRwanda@abtassoc.com** |
| RFP Issuance Date: | **29th May 2024** |
| RFP Closing Date: | Deadline for submission of bids is **13th June** **2024 at 11:00 AM**  and the opening of bids will be on the same date at **11:15 AM** in the conference room of Abt Associates. |
| Mode of Submission | Original bid documents should be sent to the contact at the address above, or sent by email to: **PMI\_EvolveRwanda@abtassoc.com**  |
| Anticipated Type of Award: | Firm Fixed Price Purchase Order(s) |
| Basis of Award: | See “Evaluation Criteria” section |
| Funding Agency | United States Agency for International Development (USAID) |
| Prime Contract Number: | 7200AA23C00012 |
| USAID Source / Nationality (Geo) Code: | 935 |
| List of Attachments: | 1. Attachment A: Prime Contract Mandatory Flow Downs
2. Attachment B: Purchase Order Terms and Conditions
3. Attachment C: List of Exceptions
4. Attachment D: Submission Checklist
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**About Abt Associates:**

Founded in 1965, Abt Associates Inc., is a mission driven, global leader in research and program implementation in the fields of health, social and environmental policy, and international development.

With a global staff of more than 3000, and in over 60 countries, Abt Associates is recognized as an engine for social impact, fueled by caring, curiosity, and cutting-edge research that moves people from vulnerability to security. Whether it's welfare or weather disasters, the environment or economics, agriculture or HIV and AIDS, Abt Associates addresses the world's most pressing issues, and is known for its rigorous approach to solving complex challenges.

Approximately 51% of our staff has graduate degrees; one in six has a doctorate. Examples of Abt Associates work include nationally recognized research, evaluation, and technical assistance to improve efficiency of health care systems, effectiveness of government housing programs, the production of food, and the measurements of public opinion, and international public health.

Abt Associates has been ranked among top 20 global research firms and one of the top 40 development innovators.

**About the PMI Evolve Rwanda Project:**

The U.S. President’s Malaria Initiative (PMI) Evolve Project was awarded to Abt Associates on December 19, 2022. The purpose of this contract is to support PMI, as well as U.S. Agency for International Development (USAID) Missions and Bureaus, with the planning, implementing, and monitoring of malaria vector control programs, including indoor residual spraying (IRS), insecticide-treated mosquito nets (ITNs), and larval source management (LSM). PMI Evolve will strengthen the capacity of local institutions, including national malaria programs (MOPDD), district health offices, and research institutions to independently conduct vector control programs. PMI Evolve is also responsible for entomological monitoring and conducting operations research on new vector control innovations. PMI Evolve will incorporate gender equity and social inclusion (GESI) and climate change initiatives as cross-cutting themes with the overall goal of ending malaria faster. Activities are carried out in full collaboration with the Rwanda Biomedical Center /Malaria and Other Parasitic Diseases Control.

To facilitate those activities, the PMI Evolve Rwanda Project is inviting interested, registered, reputable, experienced, and capable professional local transport companies to tender for the following RFPs below:

* **RFP No: 01/015/2024** - Provision of IRS Transportation Services in Nyagatare District.
* **RFP No: 01/016/2024** - Provision of IRS Transportation Services in Kirehe District.
* **RFP No: 01/017/2024** - Provision of IRS Transportation Services in Ngoma District.

Interested local companies with demonstrated capacity and experience of having carried out similar services with reputable public and private organizations are requested to submit their bids.

**Instructions to offerors**:

1. All documents submitted in response to this RFP, as well as all related correspondence, will be in English.
2. Offerors are required to fully review all instructions and specifications contained in this RFP. Failure to do so will be at the offeror’s risk. Offerors are encouraged to only bid for bids which they have professional experience and capacity.
3. All documents with required certifications should be valid at the date of the award and all offers must include:
	1. The owner’s name / business name, e-mail, physical address, and phone number.
	2. Copy of registration certificate.
	3. Copy of tax clearance certificate from the Rwanda Revenue Authority (RRA).
	4. Copy of contributions clearance certificate issued by the Rwanda Social Security Board (RSSB).
	5. Proof of having a certified electronic billing machine from the Rwanda Revenue Authority.
4. Financial offer clearly indicating the price and VAT separately for each item in the RFP.
5. At any time prior to award of the contract, should Abt Associates deem it necessary to change the RFP provisions, it will provide such amendment(s) in writing. No oral instructions by any person will in any way be considered to limit, exclude, modify, or otherwise affect any terms or conditions of this solicitation, and no offeror shall rely on any such instructions.
6. All responses to this RFP shall be submitted via email to: **PMI\_EvolveRwanda@abtassoc.com**or drop box at the issuing address above.
7. Quotes from Offeror(s) on the U.S. Government debarred list will not be considered.
8. A bidder is not eligible if the bidder has been debarred by the Rwanda Public Procurement Authority because:
9. The bidder has been prosecuted and found guilty in court including any appeals process on corruption charges, fraud, money-laundering or any other such illegal activities.
10. The bidder is bankrupt.
11. The bidder has been excluded in accordance with regional or international conventions.
12. The bidder has a conflict of interest.
13. The bidder is a government owned enterprise which cannot establish that i) it is financially autonomous ii) operates under commercial law iii) is not a dependent agency of the purchaser.
14. The bidder is regulatorily compliant (registered with the appropriate professional bodies and fully paid up in all tax and social security obligations).
15. Bidder shall submit offer(s) with the following naming convention:
	1. E-mail subject line (no space before/after dashes “-“):
	**RFP# 01/015/2024** -Your company name

**RFP# 01/016/2024** -Your company name

**RFP# 01/017/2024** -Your company name

* 1. Attachments: e.g. Quote/product literature/registration certificates etc.
	RFP# XXXX-Your company name- Quote
	RFP# XXXX-Your company name- Product Literature
	RFP# XXXX-Your company name- Registration certificate etc.

1. Abt Associates Inc. reserves the right to reject bids submitted without all requested information as non-responsive.

**Quote Validity/Performance Period**:

Submitted offers/bids shall be valid for at least a period of 120 days from RFP closing date.

**Preparation of Bids**:

Offerors/offerors are expected to examine the technical specifications and all instructions contained in this RFP. Failure to do so will be at the offeror’s risk.

Offers shall clearly indicate **Price** and **VAT** separately.

Descriptive literature, quality standard supporting documentation, full technical specification per quoted item must be submitted with the bid. Submitted literature will be used to demonstrate compliance with the stated technical specification but shall in no way be considered to amend the quotation and the applicable RFP requirement.

Any deviation from the RFP stated specification must be identified, explanation provided in the attached List of Exceptions document (Attachment C). In case of conflict between the RFP technical specifications and the offeror offered descriptive literature, the RFP specifications shall be the standard.

**Amendments**:

If it becomes necessary to modify this RFP before award, an amendment will be issued and be binding to all offerors. Amendment(s) will be sent return receipt requested, and will be numbered consecutively commencing with **Amendment-01, 02** etc. Offerors are required to reference such amendments in their subsequent response and/or communication.

**Questions**:

All questions regarding this RFP shall be addressed to: **PMI\_EvolveRwanda@abtassoc.com**. Abt will communicate the questions and its responses to all offerors and may at its sole discretion extend the quotation deadline. Oral communication concerning this RFP will not be accepted except for administrative clarification regarding submission format or location of the office, etc.

**Exceptions:**

To ensure clarity on the bids and their conformity to the RFP technical specifications and requirements, offeror shall furnish a list of all exceptions to any of the terms/conditions/technical specification/quality standards contained in this RFP and shall include an explanation or justification for the exception taken (**See Attachment C – List of Exceptions**).

**Invoices and Payments**: Payments will be made after Abt Associates receives a complete and correct invoice and signed vehicle log sheets from offeror after delivery of services. Offeror should indicate its bank accounts on the printed invoice clearly.

Payments will be made net thirty (30) days after Abt Associates receives a complete and correct invoice from offeror based solely on signed vehicle log sheets from offeror after delivery of services. ***No advance payment should be expected by vendors from Abt Associates.***

**Requested service:**

The PMI Evolve Rwanda project implemented by Abt Associates Inc. is currently seeking firm, fixed-price bids for interested, registered, reputable, experienced transport companies to tender for transport services from **10th July 2024 to 30th October 2024,** as described in the chart below:

**Description of the Requested Services:**

1. **IRS Transportation for** **Nyagatare District RFP Number 01/015/2024**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity & lot#** | **Description** | **Quantity (# of Vehicles)** | **Days** | **Total Vehicles** |
| **Pre-IRS Activities:** |  |
| Distribution of IRS Commodities from Kigali Central Warehouse to Nyagatare District Warehouse. | **Truck (Long Chassis):** * At least (Length: 5.90 meters)
* Width: 2.14 meters
* 10 metric tons.
 | 2 | 1 | 2 |
| Distribution of IRS Commodities from Nyagatare District Warehouse to IRS sector stores. | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 2 | 4 | 8 |
| Distribution of Insecticides from Kigali Central Warehouse to Nyagatare District Warehouse.  | **Special Enclosed Truck Long Chassis:*** Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 2 | 1 | 2 |
| Distribution of Insecticides from Nyagatare District Warehouse to IRS sector stores & transporting IRS materials from some training sites to sector stores.  | **Medium Truck (Long Chassis):** * Length: 4.25 Meters
* Width: 1.90 Meters
 | 2 | 3 | 6 |
| **During IRS Operations:** |  |
| Transporting Spray Operators from Sectors to Cells and to Villages and data to Nyagatare IRS district office (first 18 days).  | **Truck Long Chassis:*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 36 | 18 | 648 |
| Transporting Spray Operators from Sectors to Cells and to Villages and data to Nyagatare IRS district office (last 2 days). | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 18 | 2 | 36 |
| Coordination of IRS District Activities by District Team.  | Pick-Up Double Cabin (4X4WD) | 2 | 20 | 40 |
| Coordination of IRS District Activities by District Team.  | Pick-Up Double Cabin (4X4WD) | 1 | 10 | 10 |
| Data Transportation from operations sites to District Data centre | Pick-Up Double Cabin (4X4WD) | 2 | 19 | 38 |
| **Post-IRS Activities** |  |
| Demobilizing IRS District commodities and fetching Water for final washing activities.  | Medium Truck (Long Chassis)* Length: 4.25 Meters
* Width: 1.90 Meters
 | 2 | 3 | 6 |
| IRS Waste Disposal from Nyagatare to Kigali | Truck (Long Chassis): * Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 1 | 1 | 1 |
| Coordination of post-IRS District Activities by District Team  | Pick – UP Double Cabin (4X4D) | 1 | 5 | 5 |

1. **IRS Transportation for Kirehe District RFP Number 01/016/2024**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity & lot#** | **Description** | **Quantity (# of Vehicles)** | **Days** | **Total Vehicles** |
| **Pre-IRS Activities:** |  |
| Distribution of IRS Commodities from Kigali Central Warehouse to Kirehe District Warehouse. | **Truck (Long Chassis):** * At least (Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons).
 | 2 | 1 | 2 |
| Distribution of IRS Commodities from Kirehe District Warehouse to IRS sector stores. | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 2 | 3 | 6 |
| Distribution of Insecticides from Kigali Central Warehouse to IRS Kirehe District Warehouse.  | **Special Enclosed Truck Long Chassis:*** Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 2 | 1 | 2 |
| Distribution of Insecticides from Kirehe District Warehouse to IRS sector stores & transporting IRS materials from some training sites to sector stores.  | **Medium Truck (Long Chassis):** * Length: 4.25 Meters
* Width: 1.90 Meters
 | 2 | 3 | 6 |
| **During IRS Operations:** |  |
| Transporting Spray Operators from Sectors to Cells and to Villages and data to Kirehe IRS district office (first 18 days).  | **Truck Long Chassis:*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 25 | 18 | 450 |
| Transporting Spray Operators from Sectors to Cells and to Villages and data to district office (last 2 days). | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 16 | 2 | 32 |
| Coordination of IRS District Activities by District Team.  | Pick – UP Double Cabin (4X4WD) | 2 | 20 | 40 |
| Coordination of IRS District Activities by District Team.  | Pick – UP Double Cabin (4X4WD) | 1 | 10 | 10 |
| Data Transportation from operations sites to District Data centre | Pick – UP Double Cabin (4X4WD) | 2 | 19 | 38 |
| **Post-IRS Activities:** |  |
| Demobilizing IRS District Commodities and Fetching Water for Final Washing Activities.  | Medium Truck (Long Chassis) * Length: 4.25 Meters
* Width: 1.90 Meters
 | 2 | 2 | 4 |
| IRS Waste Disposal from Kirehe to Kigali | Truck (Long Chassis): * Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 1 | 1 | 1 |
| Coordination of post-IRS District Activities by District Team  | Pick – UP Double Cabin (4X4D) | 1 | 5 | 5 |

1. **IRS Transportation for Ngoma District RFP number 01/017/2024**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity & lot#** | **Description** | **Quantity (# of Vehicles)** | **Days** | **Total Vehicles** |
| **Pre – IRS Activities:** |  |
| Distribution of IRS Commodities from Central Warehouse to Ngoma District Warehouse. | **Truck (Long Chassis):** * At least (Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 1 | 1 | 1 |
| Distribution of IRS Commodities from Ngoma District Warehouse to IRS sector stores. | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 2 | 3 | 6 |
| Distribution of Insecticides from Kigali Central Warehouse to IRS Ngoma District Warehouse.  | **Special Enclosed Truck Long Chassis:*** Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 2 | 1 | 2 |
| Distribution of Insecticides from Ngoma District Warehouse to IRS sector stores & transporting IRS materials from some training sites to sector stores.  | **Medium Truck (Long Chassis):** * Length: 4.25 Meters
* Width: 1.90 Meters
 | 2 | 3 | 6 |
| **During IRS Operations:** |  |
| Transporting Spray Operators from Sectors to Cells and to Villages and data to Ngoma IRS district office (first 18 days).  | **Truck Long Chassis:*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 24 | 18 | 432 |
| Transporting Spray Operators from Sectors to Cells and to Villages and data to Ngoma IRS district office (last 2 days). | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 14 | 2 | 28 |
| Coordination of IRS District Activities by District Team.  | Pick – UP Double Cabin (4X4WD) | 2 | 20 | 40 |
| Coordination of IRS District Activities by District Team.  | Pick – UP Double Cabin (4X4WD) | 1 | 10 | 10 |
| Data Transportation from operations sites to Ngoma District Data Centre | Pick – UP Double Cabin (4X4WD) | 2 | 18 | 36 |
| **Post-IRS Activities:** |  |
| Demobilizing IRS District Commodities and Fetching Water for Final Washing Activities.  | Medium Truck (Long Chassis) * Length: 4.25 Meters
* Width: 1.90 Meters
 | 2 | 2 | 4 |
| IRS Waste Disposal from Ngoma to Kigali | Truck (Long Chassis): * Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 1 | 1 | 1 |
| Coordination of post-IRS District Activities by District Team  | Pick – UP Double Cabin (4X4D) | 1 | 5 | 5 |

**Instructions to offerors:**

1. All documents submitted in response to this RFP, as well as all related correspondence, will be in English.
2. All quoted prices shall be in Rwandan francs.
3. Offerors are required to fully review all instructions and specifications contained in this RFP. Failure to do so will be at the offeror’s risk.
4. At any time prior to award of the contract, should Abt Associates deem it necessary to change the RFP provisions, it will provide such amendment(s) in writing. No oral instructions by any person will in any way be considered to limit, exclude, modify, or otherwise affect any terms or conditions of this solicitation, and no offeror shall rely on any such instructions.
5. No inquiries will be answered over the phone or in person, except for administrative clarification regarding submission format or location of the office, etc.
6. Responses to technical questions will be distributed to all offerors.
7. All responses to this RFP shall be submitted to Abt Associates Kigali office or via e-mail as per instructions on Page 1 of this RFP under (Mode of submission).
8. Quotes from Offeror(s) on the U.S. Government debarred list will not be considered.
9. Vehicles shall be supplied with comprehensive insurance. Abt assumes no insurance or safety liability whatsoever.
10. All vehicles carrying SOPs shall be supplied with “turnboys” to ensure non-authorized passengers do not use vehicle or vehicles are not left unattended to during SOPs working hours.
11. At a minimum, offered vehicles must meet the following requirements (except where otherwise provided/explained, these requirements are absolute):
	1. Comply with all regulatory requirements in Rwanda including but not limited to, safety, e.g.: functioning seat belts, lights, tires, triangles, etc.
	2. Wholly owned by the offeror (please include certified copy of vehicle registration). If offeror is not the legal owner, a letter authorizing the offeror to commit the offered vehicles and associated terms is required.
	3. Copy of vehicle registration certificate.
	4. Copy of comprehensive insurance certificate.
	5. Copy of certificate of vehicle inspection.
	6. By submitting an offer, the offeror confirms that it is compliant with the forementioned requirements.

**Note:** upon the award, the vehicles will be inspected, and the vendors should be ready for the inspection of the vehicles.

1. No advance payment is expected after winning the contract and successful offeror/s shall be paid after Abt Associates receives a complete and correct invoice and signed vehicle log sheets from offeror after delivery of services.
2. By submitting an offer and response to this RFP, the offeror guarantees to replace any defective vehicle during the transport services period within 24 hours at no extra cost. If no replacement is made within the agreed time frame, the offeror will accept cancelation of the contract with Abt Associates with no penalty or will cover any rental costs incurred by Abt.
3. Bids shall be valid for 120 days after submission; however, upon signing of the contract the validity of the quoted unit cost shall remain for the duration of the contract.
4. Notwithstanding any prior agreement in place between Abt and the offeror, by signing and returning this RFP and/or submitting an offer, offeror:
	1. Acknowledges receipt and acceptance of all terms and conditions contained in this RFP.
	2. Confirms that all information contained in the offeror's quotation (including all applicable supporting documentation) is complete, accurate (i.e., no material omission or falsification), and current.
	3. Owns the vehicles contained in their quote and/or has the requisite full legal right to commit these vehicles as proposed. If offeror is not the legal owner of quoted vehicles and applicable services, then proof of owner authorization to commit the quoted vehicles and applicable services is required.
5. Bids must be signed by a duly authorized representative of the offeror, and must contain the offeror’s full address, and contact details.
6. Bid submitted without all above requested information can be disqualified as non-responsive.
7. Abt Associates is an equal opportunity employer and strongly encourages women to apply for this tender.

**Requirements**:

1. Bidding companies for the above RFP should submit bids with the required valid certifications on the date of the award, and all bids must include:

The owner’s name(s) / business name, physical address, and phone number.

1. Copy of registration certificate.
2. Copy of tax clearance certificate from the Rwanda Revenue Authority (RRA).
3. Copy of contributions clearance certificate issued by the Rwanda Social Security Board (RSSB).
4. Proof of having a certified electronic billing machine from the Rwanda Revenue Authority.
5. All vehicles must be insured with passengers’ insurance.
6. Fueling, maintenance and other vehicle repairs are the responsibility of the offeror/ transport company.
7. Vehicles must be in very good operating condition. Proof of a technical inspection certificate issued by the Rwandan police is required. Vehicles that are offered with worn out tires and mechanical issues will be eliminated from providing the stated service.
8. The successful offeror/s will provide vehicles with drivers and the vehicle will be hired per day.
9. The offeror shall be responsible for drivers’ daily expenses such as salary, per diem, lodging and other expenses related to this agreement.
10. The offeror/driver is not allowed to carry unauthorized passengers who are not staff of Abt Associates/ PMI Evolve Rwanda Project or MOPDC/RBC (Rwanda Biomedical Center /Malaria and Other Parasitic Diseases Control) during the duration of this contract.

Award Criteria:

Award will be based on an offer’s overall best value with the following factors considered:

1. Compliance with specifications and RFP instructions.
2. Price and price-related factors.
3. Payment terms.
4. Past performance.

**APPENDIX A: BID SHEET Nyagatare District**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Seq #** | **Activity** | **Quoted Vehicle Description** | **Quantity of Vehicles** | **Unit Price without VAT** | **VAT Amount[[1]](#footnote-2)** | **Total Unit Price with VAT** | **Total Cost with VAT**  |
| **Pre-IRS Activities** | Distribution of IRS Commodities from Kigali Central Warehouse to Nyagatare District Warehouse. | **Truck (Long Chassis):** * At least (Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 2 |  |  |  |  |
| Distribution of IRS Commodities from Nyagatare District Warehouse to IRS sector stores. | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 8 |  |  |  |  |
| Distribution of Insecticides from Kigali Central Warehouse to Nyagatare District Warehouse.  | **Special Enclosed Truck Long Chassis:*** Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 2 |  |  |  |  |
| Distribution of Insecticides from Nyagatare District Warehouse to IRS sector stores & transporting IRS materials from some training sites to sector stores.  | **Medium Truck (Long Chassis):** * Length: 4.25 Meters
* Width: 1.90 Meters
 | 6 |  |  |  |  |
| **During IRS Operations** | Transporting Spray Operators from Sectors to Cells and to Villages and data to Nyagatare IRS district office (first 18 days).  | **Truck Long Chassis:*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 648 |  |  |  |  |
| Transporting Spray Operators from Sectors to Cells and to Villages and data to Nyagatare IRS district office (last 2 days). | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 36 |  |  |  |  |
| Coordination of IRS District Activities by District Team.  | Pick-Up Double Cabin (4X4WD) | 40 |  |  |  |  |
| Coordination of IRS District Activities by District Tea  | Pick-Up Double Cabin (4X4WD) | 10 |  |  |  |  |
| Data Transportation from operations sites to District Data centre | Pick-Up Double Cabin (4X4WD) | 38 |  |  |  |  |
| **Post-IRS Activities** | Demobilizing IRS District commodities and fetching Water for final washing activities.  | Medium Truck (Long Chassis):* Length: 4.25 Meters
* Width: 1.90 Meters
 | 6 |  |  |  |  |
| IRS Waste Disposal from Nyagatare to Kigali | Truck (Long Chassis): * Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 1 |  |  |  |  |
| Coordination of post-IRS District Activities by District Tea  | Pick – UP Double Cabin (4X4D) | 5 |  |  |  |  |
|  |  | **Total cost VAT inclusive** |  |

**APPENDIX B: BID SHEET Kirehe District**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Seq #** | **Activity** | **Quoted Vehicle Description** | **Quantity of Vehicles** | **Unit Price without VAT** | **VAT Amount[[2]](#footnote-3)** | **Total Unit Price with VAT** | **Total Cost with VAT**  |
| **Pre-IRS Activities** | Distribution of IRS Commodities from Kigali Central Warehouse to Kirehe District Warehouse. | **Truck (Long Chassis):** * At least (Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 2 |  |  |  |  |
| Distribution of IRS Commodities from Kirehe District Warehouse to IRS sector stores. | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 6 |  |  |  |  |
| Distribution of Insecticides from Kigali Central Warehouse to IRS Kirehe District Warehouse.  | **Special Enclosed Truck Long Chassis:*** Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 2 |  |  |  |  |
| Distribution of Insecticides from Kirehe District Warehouse to IRS sector stores & transporting IRS materials from some training sites to sector stores.  | **Medium Truck (Long Chassis):** * Length: 4.25 Meters
* Width: 1.90 Meters
 | 6 |  |  |  |  |
| **During IRS Operations** | Transporting Spray Operators from Sectors to Cells and to Villages and data to Kirehe IRS district office (first 18 days).  | **Truck Long Chassis:*** Length: 4.25 Meters

Width: 1.90 Meters | 450 |  |  |  |  |
| Transporting Spray Operators from Sectors to Cells and to Villages and data to district office (last 2 days). | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 32 |  |  |  |  |
| Coordination of IRS District Activities by District Team.  | Pick – UP Double Cabin (4X4WD) | 40 |  |  |  |  |
| Coordination of IRS District Activities by District Team.  | Pick – UP Double Cabin (4X4WD) | 10 |  |  |  |  |
| Data Transportation from operations sites to District Data centre | Pick – UP Double Cabin (4X4WD) | 38 |  |  |  |  |
| **Post-IRS Activities** | Demobilizing IRS District Commodities and Fetching Water for Final Washing Activities.  | Medium Truck (Long Chassis) * Length: 4.25 Meters

Width: 1.90 Meters | 4 |  |  |  |  |
| IRS Waste Disposal from Kirehe to Kigali | Truck (Long Chassis): * Length: 5.90 meters
* Width: 2.14 meters

10 metric tons. | 1 |  |  |  |  |
| Coordination of post-IRS District Activities by District Team  | Pick – UP Double Cabin (4X4D) | 5 |  |  |  |  |
|  |  | **Total cost VAT inclusive** |  |

**APPENDIX C: BID SHEET Ngoma District**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Seq #** | **Activity** | **Quoted Vehicle Description** | **Quantity of Vehicles** | **Unit Price without VAT** | **VAT Amount[[3]](#footnote-4)** | **Total Unit Price with VAT** | **Total Cost with VAT**  |
| **Pre-IRS Activities** | Distribution of IRS Commodities from Central Warehouse to Ngoma District Warehouse. | **Truck (Long Chassis):** * At least (Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 1 |  |  |  |  |
| Distribution of IRS Commodities from Ngoma District Warehouse to IRS sector stores. | **Medium Truck (Long Chassis):*** Length: 4.25 Meters

Width: 1.90 Meters | 6 |  |  |  |  |
| Distribution of Insecticides from Kigali Central Warehouse to IRS Ngoma District Warehouse.  | **Special Enclosed Truck Long Chassis:*** Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 2 |  |  |  |  |
| Distribution of Insecticides from Ngoma District Warehouse to IRS sector stores & transporting IRS materials from some training sites to sector stores.  | **Medium Truck (Long Chassis):** * Length: 4.25 Meters
* Width: 1.90 Meters
 | 6 |  |  |  |  |
| **During IRS Operations** | Transporting Spray Operators from Sectors to Cells and to Villages and data to Ngoma IRS district office (first 18 days).  | **Truck Long Chassis:*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 432 |  |  |  |  |
| Transporting Spray Operators from Sectors to Cells and to Villages and data to Ngoma IRS district office (last 2 days). | **Medium Truck (Long Chassis):*** Length: 4.25 Meters
* Width: 1.90 Meters
 | 28 |  |  |  |  |
| Coordination of IRS District Activities by District Team.  | Pick – UP Double Cabin (4X4WD) | 40 |  |  |  |  |
| Coordination of IRS District Activities by District Team.  | Pick – UP Double Cabin (4X4WD) | 10 |  |  |  |  |
| Data Transportation from operations sites to Ngoma District Data Centre | Pick – UP Double Cabin (4X4WD) | 36 |  |  |  |  |
| **Post-IRS Activities** | Demobilizing IRS District Commodities and Fetching Water for Final Washing Activities.  | Medium Truck (Long Chassis) * Length: 4.25 Meters
* Width: 1.90 Meters
 | 4 |  |  |  |  |
| IRS Waste Disposal from Ngoma to Kigali | Truck (Long Chassis): * Length: 5.90 meters
* Width: 2.14 meters
* 10 metric tons.
 | 1 |  |  |  |  |
| Coordination of post-IRS District Activities by District Team  | Pick – UP Double Cabin (4X4D) | 5 |  |  |  |  |
|  |  | **Total cost VAT inclusive** |  |

**ATTACHMENT B:-ABT ASSOCIATES INC.**

**PURCHASE ORDER TERMS AND CONDITIONS**

This Purchase Order (“Order”) is an offer made by Abt Associates Inc. or its subsidiaries and affiliates (collectively, “Abt Associates” or “Buyer”) to purchase goods or services on these terms and conditions, as may be modified by varying terms printed on the face of this Order (collectively, “Terms”). By acceptance of this Order and/or performance hereunder, Supplier agrees to comply fully with these Terms and any attachments to this Order. Any attachments referred to in this Order are hereby incorporated herein by reference. Acceptance of this Order is expressly limited to these Terms and constitutes agreement on price, delivery schedule, payment schedule, and these terms and conditions. Supplier’s terms and conditions in acknowledging or accepting this Order shall not apply. In no event does acceptance by Abt Associates of the goods and/or services under this Order constitute acceptance of any Supplier terms and conditions. Other than as may be provided by an authorized ABT Procurement representative, no other employee, representative, or agent of Abt Associates has the authority to bind Abt Associates concerning this Order. When specified by Abt Associates, Supplier shall comply with the geographic code requirements as set forth by the Client, if any. In the conduct of its business with Abt Associates, Supplier affirms that it will not engage in any procurement activity from the following countries: Cuba, Iran, Syria, Sudan and North Korea.

1. **Definitions**

“Agreement” means this Purchase Order, these terms, and any other mutually executed agreement between Supplier and Abt Associates under which this Purchase Order is issued.

“Client” means the US government or another client of Abt Associates.

“Abt Associates” means Abt Associates Inc., with its principal place of business at 55 Wheeler Street, Cambridge, MA 02138 or its subsidiaries and affiliates.

“Goods” means items specified by Abt Associates in the Agreement.

“Order” means this Purchase Order issued by an authorized Abt Associates Procurement representative.

“Services” means the work to be provided as specified by Abt Associates in the Agreement.

“Taxes” means any and all applicable taxes, charges, fees, levies or other assessments applicable to the performance of Services or the supply of Goods hereunder.

“Terms” means the terms and conditions specified in the Agreement.

 “Supplier” means the party receiving a Purchase Order from Abt Associates which references the Terms.

1. **Acceptance** - Final inspection and acceptance of goods and services shall be at the Abt Associates receiving point indicated in this Order. Nonconforming goods shall be returned to Supplier, freight collect, and Supplier shall be debited for the transportation costs to Abt Associates. Such nonconforming goods shall be deemed to be property of Supplier.
2. **Price And Delivery** - Supplier shall furnish the goods or services in accordance with the price and delivery terms stated herein. TIME IS OF THE ESSENCE of this Order. Subject to acceptance of the Goods/Services provided by Supplier to Abt Associates, payment will be made net thirty (30) days after Abt Associates receipt of a complete and correct invoice. Supplier certifies that each invoice issued by it shall be based solely on Services actually performed by Supplier and/or Goods actually supplied by Supplier pursuant to an Order, and that no part or portion of any invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any person, organization, entity or governmental body (except for those payments required by law). Unless otherwise stated, the prices stated on the Order include all costs or charges of any kind that will be paid by Abt Associates, and in no event will Abt Associates be liable for any other costs or charges, to include but not be limited to unspecified charges for inspection, packaging and shipping; all federal, state and municipal sales, use and other taxes and duties. Whenever any actual or potential event occurs, including labor disputes, that delays or threatens to delay the timely performance of this Order, Supplier shall give immediate notice thereof to Abt Associates. Neither party will be responsible for delays in delivery due to causes beyond its reasonable control and without its fault or negligence, provided the delay could not have been prevented by reasonable precautions and could not be circumvented through the use of alternate sources. If Supplier however for any reason does not comply with the delivery schedule of this Purchase Order, Abt Associates may, at its option, either approve a revised schedule or may terminate the Purchase Order without liability or additional payment to Supplier.
3. **Inspection and Acceptance**

Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection or test, all items are subject to final inspection and acceptance or rejection by Abt Associates. Abt Associates and its Client reserves the right to inspect 100% or a sample of all items or any lot of items at Abt Associates option, and Abt Associates shall have the right to reject all or any portion of the items or lot of items if any such inspection reveals them to be, in Abt Associates reasonable opinion, defective or nonconforming. Abt Associates and its Client may at any reasonable time inspect Supplier's facilities that will or may be used in the performance of this Purchase Order. Supplier shall ensure and facilitate ABT ASSOICATES access to Supplier’s facilities. No such inspection, however, shall in any way relieve Supplier of its obligations to furnish all required materials, equipment and services in strict accordance with the terms and conditions of this Purchase Order.

1. **Packaging And Shipping** - Supplier shall be responsible for packaging, marking and shipping the goods in accordance with the terms hereof, good commercial practices and all applicable laws. Each package shall be marked with handling instructions, shipping information, Order number and part or item number. An itemized packing list shall accompany each shipment. Abt Associates reserves the right to reject any shipment not meeting these requirements.
2. **F.O.B., Risk of Loss** - F.O.B. point shall be Abt Associates designated location. Goods purchased F.O.B. Supplier’s plant or shipping point shall not be considered delivered until they have been accepted at the Abt Associates designated receiving point; however, Abt Associates assumes responsibility at the F.O.B. point for carrier routing, transportation charges, and risk of loss or damage to goods in transit, if properly prepared and packed. Supplier shall bear all risk of loss with respect to any goods rejected by Abt Associates.
3. **Warranty** - Supplier warrants all goods and services delivered or provided hereunder to be non-infringing, free from defect in title, material and workmanship, and fit for the purpose intended for a period of twelve (12) months from acceptance by Abt Associates and to meet or exceed the specifications, drawings, or sample specified or furnished and any supplementary documentation referenced herein. Supplier further warrants that all goods and services delivered or provided hereunder comply with requirements of all applicable laws and regulations. This warranty shall survive any inspection, delivery, or acceptance of the goods and services or payment therefore by Abt Associates. If any of the materials, equipment or services provided pursuant to this Order are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order at any time within the period of warranty, Abt Associates, in addition to any other rights that it may have, shall have the right, (1) with respect to materials and equipment, to reject and return such materials or equipment at Supplier's expense (including handling charges) and/or require that such items or materials be corrected or replaced immediately with satisfactory material or workmanship at Supplier’s sole expense and (2) with respect to services, to reject such services and require re-performance thereof in accordance with the requirements of this Purchase Order and in conformance with the warranty set forth in paragraph (a) above, at Supplier’s sole expense. Upon notice that nonconforming items have been furnished, the warranty period shall be suspended until the nonconforming items have been repaired or replaced and redelivered to Buyer, postage or freight prepaid, or in the case of nonconforming services, have been corrected. The un-expired portion of the warranty shall be applicable to the repaired, replaced or corrected conforming products and/or services.
4. **Remedies/Waiver** - If Supplier fails to timely perform its obligations under this Order, Abt Associates reserves the right to terminate this Order for default and purchase the goods or services elsewhere. If any goods or services covered by this Order are defective or non-conforming or fail to meet applicable warranties (“Defective Material”), Abt Associates may, by written notice to the Supplier: (a) terminate this Order for default; (b) accept the Defective Material at an equitable reduction in price; or (c) reject the Defective Material and (i) require the delivery of suitable replacements or re-performance of services or (ii) repair such material, perform such services or purchase the Defective Material elsewhere. Abt Associates may hold Supplier accountable for any additional cost or damages incurred by Abt Associates. All Defective Materials replaced or re-performed by Supplier are subject to these Terms to same extent as items initially furnished or originally ordered. This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall extend to Abt Associates, its successors, assigns, employees, and users of the goods or services.  Rights and remedies of Abt Associates hereunder are cumulative and in addition to those which Abt Associates has under law and equity. Any waiver by Abt Associates of any particular breach or default hereunder by Supplier shall not constitute a continuing waiver or a waiver of any other breach or default. Approval by Abt Associates of Supplier’s proposed design, test plans, and/or procedures and manufacturing process, methods, tooling, or facilities shall not relieve Supplier from meeting all requirements of this Order.
5. **Changes** - At any time by written notice to Supplier, Abt Associates may change the Order, including the specifications, design, delivery, testing methods, packing, destination or any instructions. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Supplier shall give written notice to Abt Associates of any proposed equitable adjustment within ten (10) days of receipt of notice from Abt Associates of such changes. Supplier and Abt Associates will negotiate in good faith any proposed adjustments and upon agreement, Abt Associates will issue a modification to the Order incorporating the changes. Any change to the Order will only be valid and binding upon Abt Associates when it is issued in writing and signed by an authorized representative of Abt Associates Procurement Department.
6. **Termination -** Abt Associates shall have the right to terminate this Order in whole or in part upon written notice to Supplier. Abt Associates shall make payment to Supplier, after receipt of Supplier’s final invoice, only for expenses reasonably incurred and for services performed satisfactorily in the judgment of Abt Associates up to and including the effective date of the cancellation. Abt Associates may elect to take possession of work in process and finished conforming material.
7. **Bankruptcy** - If any bankruptcy, reorganization or insolvency proceedings, voluntary or involuntary, are instituted by or against Supplier, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, Abt Associates reserves the right to cancel this Order and hold Supplier accountable for any costs or damages suffered by, accrued against, or charged to Abt Associates.
8. **Assignment** - Abt Associates and Supplier each binds itself and its successors and assigns to all warranties, covenants, agreements, and obligations contained in this Order. Supplier shall not assign or delegate all or any part any of its rights (except to a lending institution in the normal course of business) or obligations hereunder without the prior written consent of Abt Associates.
9. **Abt Associates Property** - All materials, tools, drawings, specifications and other items furnished or paid for by Abt Associates shall be identified as Abt Associates property, removable by Abt Associates at any time at no cost, used only in filling Abt Associates Orders, inventoried by Supplier, kept separate from other such materials, treated as Abt Associates confidential information, and disposed of by Supplier when and as Abt Associates shall direct. Excepting for normal wear and tear, Supplier shall be responsible for loss or damage to any such Abt Associates property. Supplier shall be responsible and accountable for all Abt Associates or Client provided property and, where applicable, Supplier shall comply with the requirements of 48 C.F.R. 45.5 with respect to such property. Supplier assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Abt Associates or Client property upon its delivery to Supplier. In the event of loss, damage or destruction of Abt Associates or Client property by Supplier, Abt Associates may initiate an equitable adjustment to the price in favor of Abt Associates.
10. **Information Disclosed** – Information disclosed to Supplier by Abt Associates contains Abt Associates confidential information, which Supplier shall not disclose to any third party (except as required by law) without Abt Associates prior written consent. Unless expressly agreed to in writing by Abt Associates, no information or knowledge disclosed to Abt Associates in the performance of or in connection with this Order shall be deemed to be confidential or proprietary and any such information or knowledge shall be free from restrictions as part of the consideration for this Order. Neither the confidentiality provision contained in the this Agreement, nor confidentiality provisions contained in any existing agreement with Abt Associates Inc. shall be construed to prohibit or otherwise restrict lawful reporting of waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
11. **Publicity** -Supplier shall not issue any public announcement regarding this Order or use the Abt Associates name or trademarks without prior written consent of Abt Associates.
12. **Indemnification** – Supplier, at its sole expense, agrees to defend, indemnify and hold harmless Abt Associates its employees, its Clients, customers and users from and/or against any and all claims, damages, costs, liability, and expenses, including reasonable attorneys’ fees, that (i) arise out of any breach of representation, agreement, or warranty made by Supplier; (ii) the performance of any service or the delivery, installation, use or service of any item listed on this Order; (iii) are caused in whole or in part by any act or omission of Supplier, Supplier’s subcontractor, or anyone for whose acts Supplier may be liable; or (iv) are attributable to bodily injury, sickness, or death; injury to or destruction of property including the loss of use resulting therefrom; interference with the business or operations of any third party; or violation of any governmental law or regulation. This paragraph shall survive the termination of this Order and shall continue in effect until any hearing, litigation, or claims have been finally concluded and settled.
13. **Insurance** - As a minimum, Supplier shall, at its sole cost and expense, provide and maintain the following insurance coverage and insurance coverage limits: (1) Worker’s Compensation: Supplier shall provide and maintain worker’s compensation insurance as required by the laws of the applicable jurisdiction, as well as employer’s liability coverage with minimum limits of $1,000,000 (or an equivalent value in the local currency), covering all of Supplier’s employees who are engaged in any work under the Agreement; and if any work is subcontracted, Supplier shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the Agreement, (2) Commercial General Liability: Supplier shall maintain general liability coverage on a comprehensive broad form on an occurrence basis in the minimum amount of $1,000,000 (or an equivalent value in the local currency) combined single limit (where the defense is in excess of the limit of liability); (3) Automobile: Supplier shall maintain automobile liability insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the Agreement, and the minimum combined single limit shall be $1,000,000 (or an equivalent value in the local currency) bodily injury and property damage, including: (a) $500,000 (or an equivalent value in the local currency) uninsured/underinsured motorist; and (b) $5,000 (or an equivalent value in the local currency) medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Supplier under the Agreement. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage in accordance with the governing jurisdiction(s). Supplier shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with applicable laws or the Agreement. The limits of coverage under each insurance policy maintained by Supplier shall not be interpreted as limiting the Supplier’s liability and obligations under the Agreement.
14. **Intellectual Property** - Supplier grants Abt Associates all rights and licenses necessary for Abt Associates to use the Goods or Services. The parties acknowledge and agree that all Services shall be deemed to be “works for hire”, with all intellectual property rights therein vesting in Abt Associates, unless otherwise mutually agreed. Supplier agrees to irrevocably transfer and assign all such rights to Abt Associates, and comply with all reasonable requests by Abt Associates to affect such transfer and assignments. Supplier represents and warrants that the materials delivered hereunder and their use by Abt Associates will not infringe upon or misappropriate with any patent, copyright, trademark, trade secret or other property right of Supplier or any third party or require any payment by Abt Associates in respect of such rights to Supplier or any third party. Supplier agrees to indemnify and hold harmless Abt Associates, its employees, its customers and users for any breach of the foregoing representation and warranty in accordance with the paragraph entitled “Indemnification.”
15. **Compliance** - Supplier shall comply with all laws and regulations of Federal, State, and/or local governments, as well as all U.S. statutes, regulations, and administrative requirements regarding relationships with non-U.S. governmental and quasi-governmental entities including, but not limited to, the export control regulations of the Department of State and the International Traffic in Arms Regulations (“ITAR”), the Department of Commerce and the Export Administration Act (“EAA”), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control. Supplier shall give all notices and obtain all permits and licenses required under such laws. The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), 15 U.S.C. 78dd-2”, et seq., make it unlawful for U.S. concerns, as well as their officers, directors, employees, and agents, to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. Supplier acknowledges and understands that Supplier must comply fully with the anti-bribery provisions of the FCPA. Specifically, Supplier understands and agrees that it shall be unlawful for Supplier to pay, promise to pay (or authorize to pay or offer) money or anything of value to a foreign official in order to assist Abt Associates in obtaining or retaining business for or with, or directing business to, Abt Associates. A “foreign official” means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity. Supplier understands all applicable laws relating to kickbacks. Supplier agrees to periodically verify its compliance with such laws and to inform Abt Associates immediately of any violations thereof. Supplier shall maintain a Code of Business Ethics and Conduct in accordance with the provisions of FAR 52.203.13. The provisions of 22 C.F.R. Part 140, Prohibition of Assistance to Drug Traffickers apply to Supplier and shall have the same effect as if they were stated in their full text. **Supplier shall take affirmative action in compliance with all Federal and State requirements concerning fair employment, employment of the handicapped, employment of veterans, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap as described in 48 C.F.R. 52.222-26, Equal Opportunity, 48 C.F.R. 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, and 48 C.F.R. 52.222-36, Affirmative Action for Workers with Disabilities. Supplier shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.** The provisions of 48 C.F.R. 52.222-50, Combating Trafficking in Persons, apply to Supplier and have the same effect as if they were stated in their full text. Supplier is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Supplier to ensure compliance with these Executive Orders and laws. The provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Supplier to ensure compliance with these Executive Orders and laws. DFARS 252.244-7001(c) (19), 252.225-7008, and DFARS 252.225-7009 Restrictions on the Acquisition of Specialty Metals/Articles containing Specialty Metals are incorporated by reference.
16. **Exports** - Supplier agrees to comply with all U.S. export control laws and regulations, specifically including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Supplier agrees to notify Abt Associates if any deliverable under the Agreement is restricted by export control laws or regulations. Supplier shall immediately notify Abt Associates if Supplier is, or becomes listed in any Denied Parties List or if Supplier’s export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency. Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney’s fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Supplier, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this section. Supplier shall include the Terms of this section in all subcontracts issued when technical data is provided to such subcontractors.
17. **Abt Associates Requirements -** Supplier will ensure that its employees, agents, or designees, when in or upon Abt Associates premises, shall obey all ethics and business conduct, workplace health, safety and security rules and regulations established by Abt Associates, regarding the conduct of its own employees and any additional rules and regulations established by Abt Associates for non-employees, including without limitation, security rules and regulations.
18. **Governing Law** - This Order and the acceptance thereof shall constitute a valid, binding, and enforceable contract governed by the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of law.
19. **General** - If any clause of this Order is held as a matter of law to be unenforceable or unconscionable, the remainder of this Order shall be enforceable without such clause. This Order supersedes and replaces any previous documents, correspondence, conversations, or other oral or written understandings between Abt Associates and Supplier related to the subject hereof.
20. **Exclusion Of Damages** - Abt Associates shall not be liable for any consequential, punitive, exemplary, special or other indirect damages, in contract, tort or otherwise in any action arising out of this Order. Abt Associates will not be liable for any amount in excess of the amounts paid to Supplier hereunder.

**Attachment C: List of Exceptions**
*RFP#: XXXX-[your company name]*

|  |  |
| --- | --- |
| **Line Item #** | **Exception(s) Explained** |
| 1 |  |
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| 19 |  |

**Attachment D: Submission Checklist
*RFP# XXXX-[your company name]***

|  |  |  |
| --- | --- | --- |
| **Seq #** | **Action/Description** | **Check one** |
| **Yes** | **No** |
| 1 | Did you check and follow submission instructions? |  |  |
| 2 | Did you use correct subject line format? (no space before/after dashes):***RFP#XXXX-[your company name]*** |  |  |
| 3 | Did you include all required documents as outlined in the requirements section? |  |  |
| 4 | Did you complete and attach List of Exceptions? (See Attachment C) |  |  |
| 6 | Did you complete and attach Submission checklist? (i.e. this document –See Attachment D) |  |  |

Attachment A-Prime Contract Mandatory Flowdown Clauses\_Commercial\_Jan 2022

Mandatory Federal Acquisition Regulation (FAR)

Flow-down Clauses for Commercial Items under United States Government Prime Contracts

This procurement, including Purchase Orders, Consulting Agreements, Subcontracts, Professional Services Agreements (hereinafter “Agreement” or “Award”) is issued to Vendor, Supplier, Consultant, or Subcontractor (hereinafter “Subcontractor”) in support of the performance of a federally funded Prime Contract, or Subcontract issued thereunder. This Agreement incorporates one or more clauses by reference, below, with the same force and effect as if they were given in full text. Upon request, the Abt Associates Subcontracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at http://www.acquisition.gov.

In addition to terms, conditions, and clauses incorporated by reference elsewhere in the Agreement, mandatory FAR clauses are hereby made a part of this Agreement by reference and are applicable to it with the following modifications:

Where necessary to make the language of the FAR clause applicable to the Agreement, the term “Contractor” shall mean

“Supplier”, “Vendor”, “Consultant”, or “Subcontractor” as appropriate; the term “Contract” shall mean the “Purchase Order” “Consulting Agreement” or “Subcontract” as appropriate; the terms “Government,” “Covered Entity,” “Contracting Officer,” and equivalent terms and phrases shall mean “Abt Associates”.

The following instances are exceptions to the general rules as provided above:

1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime contractor specifically.
2. Where an explicit provision of the Agreement states a contrary intent.
3. Where access to proprietary financial information or other proprietary data is required; or
4. Where interpretation in accordance with the rules stated above would place the prime contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.

Subcontractor shall incorporate these requirements into all lower-tier procurements to the extent required by the terms of the clauses.

No provision contained in a FAR clause shall be taken to imply any direct access on the part of the Subcontractor to the Disputes process as defined in the terms of Abt’s Prime Contract, but rather shall be governed by the “Disputes” provision included in this Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| Clause  | Title  | Year  | Applicability  |
| 52.203-13  | Contractor Code of Business Ethics and Conduct  | Nov 2021  | Awards > $6,000,000 with performance period > 120 days  |
| 52.203-16  | Preventing Personal Conflicts of Interest  | Jun 2020  | Service Subcontracts (other than Construction) that exceed $250,000 and require performance of acquisition functions closely associated with inherently government functions  |
| 52.203-19  | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  | Jan 2017  | All Awards  |
| 52.204-2  | Security Requirements  | Mar 2021  | All Awards involving access to classified information  |
| 52.204-9  | Personal Identity Verification of Contractor Personnel  | Jan 2011  | All Awards where it is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system  |
| 52.204-10  | Reporting Executive Compensation and First-Tier Subcontract Awards.  | Jun 2020  | Awards > $30,000  |
| 52.204-21  | Basic Safeguarding of Covered Contractor Information Systems  | Nov 2021  | All awards in which Subcontractor may have Federal contract information residing in or transition through its information systems  |

|  |  |  |  |
| --- | --- | --- | --- |
| Clause  | Title  | Year  | Applicability  |
| 52.204-23  | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities  | Nov 2021  | All Awards  |
| 52.204-25  | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment  | Nov 2021  | All Awards  |
| 52.219-8  | Utilization of Small Business Concerns  | Oct 2018  | Awards > $750,000  |
| 52.222-21  | Prohibition of Segregated Facilities  | Apr 2015  | Awards > $10,000  |
| 52.222-26  | Equal Opportunity  | Sep 2016  | Awards > $10,000  |
| 52.222-35  | Equal Opportunity for Veterans  | Jun 2020  | Awards > $150,000  |
| 52.222-36  | Equal Employment for Workers with Disabilities  | Jun 2020  | Awards > $15,000  |
| 52.222-37  | Employment Reports on Veterans  | Jun 2020  | Awards > $150,000  |
| 52.222-40  | Notification of Employee Rights Under the National Labor Relations Act  | Dec 2010  | Awards > $10,000 performed in whole or in part in the United States  |
| 52.222-41  | Service Contract Labor Standards  | Aug 2018  | All Awards subject to the Service Contract Labor Standards statute  |
| 52.222-50  | Combating Trafficking in Persons  | Nov 2021  | Awards > $550,000 for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States.  |
| 52.222-54  | Employment Eligibility Verification  | Nov 2021  | All Awards > $3,500  |
| 52.222-55  | Minimum Wages Under Executive Order 13658  | Nov 2020  | All Awards subject to the Service Contract Labor Standards statute, or the Wage Rate requirements (Construction) statute, and are to be performed in whole or in part in the United States  |
| 52.222-62  | Paid Sick Leave Under Executive Order 13706  | Jan 2017  | All Awards subject to the Service Contract Labor Standards statute, or the Wage Rate requirements (Construction) statute, and are to be performed in whole or in part in the United States  |
| 52.223-99  | Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  | Oct 2021  | Awards >$250k for services, including construction, performed in whole or in part within the United States or its outlying areas.  |
| 52.224-3  | Privacy Training  | Jan 2017  | Review paragraph (f) of clause for applicability  |
| 52.225-13  | Restrictions on Certain Foreign Purchases  | Feb 2021  | All Awards  |
| 52.225-26  | Contractors Performing Private Security Functions Outside the U.S.  | Oct 2016  | Review paragraph (f) of clause for applicability  |
| 52.226-6  | Promoting Excess Food Donation to Nonprofit Organizations  | Jun 2020  | >$30,000 involving the provision, service, or sale of food  |
| 52.227-14  | Rights in Data—General.  | May 2014  | All Awards  |
| 52.232-40  | Providing Accelerated Payments to Small Business Subcontractors  | Nov 2021  | Awards to small business concerns  |
| 52.233-3  | Protest After Award  | Aug 1996  | All Awards  |
| 52.236-13  | Accident Prevention  | Nov 1991  | All Awards for construction, dismantling, demolition, or removal if improvements  |
| 52.242-15  | Stop-Work Order  | Aug 1989  | All Awards  |
| 52.243-1  | Changes Fixed-Price  | Aug 1987  | All Supplies  |



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| Clause  | Title  | Year  | Applicability  |
| 52.243-1  | Changes Fixed-Price, Alt I  | Aug 1987  | All Services  |
| 52.243-1  | Changes Fixed-Price, Alt II  | Aug 1987  | All Supplies and Services  |
| 52.244-6  | Subcontracts for Commercial Products and Commercial Services  | Nov 2021  | All Awards  |
| 52.245-1  | Government Property  | Sep 2021  | All Awards when property is acquired, furnished, or provided  |
| 52.247-64  | Preference for Privately Owned U.S. Flag Commercial Vessels  | Nov 2021  | All Awards  |
| 52.249-2  | Termination for Convenience of the Government (Fixed Price)  | Apr 2012  | All Fixed Price Awards  |

1. **In case the vehicle is VAT exempted, please put “0” in the column of VAT Amount.** [↑](#footnote-ref-2)
2. **In case the vehicle is VAT exempted, please put “0” in the column of VAT Amount.** [↑](#footnote-ref-3)
3. **In case the vehicle is VAT exempted, please put “0” in the column of VAT Amount.** [↑](#footnote-ref-4)