**Request For Quotation (RFQ)**

**Entomology materials, assorted materials, stationery and furniture**

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| **RFQ No:** | * RFQ No: 04/002/2021
* RFQ No: 04/003/2021
* RFQ No: 04/004/2021
* RFQ No: 04/005/2021
 |
| **Title:** | Entomology materials, assorted materials, stationery and furniture |
| **Issuing Office and Address for Bid Submission:** | Address:Abt Associates Inc.Rwanda PMI VectorLink projectKG 8 Ave, M&M Plaza, 3rd floor Gishushu NyarutaramaP. O. Box 5200; Kigali, RwandaTel:(250) 252 572321/2/4*E-mail: VLRwandaProcurement@pmivectorlink.com*Package Markings:* ***RFQ#:*** XXXX - ***[Your company name]***
* *Attention: Chief of Party*
* *Tel:*
* *E-mail:*
 |
| **RFQ Issuance Date:** | January 28th, 2021 |
| **RFQ Closing Date:** | * Deadline for submission of bids is on **19th February 2021 at 11:00 AM**
* The Opening of bids will be on **same date at 11:15 AM in the conference room of Abt Associates (if there is no lockdown in Kigali City).**
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| **Mode of Submission** | Email to: VLRwandaProcurement@pmivectorlink.com , and Drop box at issuing address above |
| **Anticipated Type of Award:** | Firm Fixed Price Purchase Orders (FFPO) |
| **Basis of Award:** | See “Evaluation Criteria” section |
| **Funding Agency**  | United States Agency for International Development (USAID) |
| **Prime Contract Number:**  | AID-OAA-I-17-00008 |
| **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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**Background and Purpose**Abt Associates, Inc. (Abt) is contracted by USAID Washington to conduct high quality Indoor Residual Spraying (IRS) programs in multiple Presidential Malaria Initiative (PMI) supported countries in Sub Saharan Africa and the Mekong region in Southern Asia. This accomplished through what is called the PMI VectorLink Project. The purpose of this project is to achieve the targets in Indoor Residual Spraying (IRS) through implementation of a high quality IRS program, conducting comprehensive monitoring and evaluation of the IRS program, and developing the national capacity to conduct IRS. Activities are carried out in full collaboration with the National Malaria Control/Elimination Programs (RBC/MOPDD).

**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 Inc., 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 VectorLink Project:**

In 2017, USAID awarded Abt Associates, Inc. (Abt) the Africa IRS follow on contract called PMI VectorLink Project to continue conducting high quality Indoor Residual Spraying (IRS) program in multiple supported countries mostly in Sub Saharan Africa. The project seeks to achieve the Presidential Malaria Initiative (PMI) targets in Malaria vector control, through Indoor Residual Spraying (IRS) and associated monitoring and evaluation of the IRS programs, developing national capacity to conduct IRS. All PMI activities are carried out in full collaboration with the respective National Malaria Control/Elimination Programs (RBC/MOPDD).

To facilitate those activities, the PMI / VectorLink Project is inviting interested, registered, reputable, experienced and capable professional local companies to tender for the following RFP:

**Entomology materials, assorted materials, stationeries and furniture: RFP number: 04/002/2021, RFP number: 04/003/2021, RFP number: 04/004/2021 and RFP number: 04/005/2021.**

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

**Instructions to bidders**

1. All documents submitted in response to this RFQ, as well as all related correspondence, will be in English.
2. Offerors are required to fully review all instructions and specifications contained in this RFQ. 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 owners’ name / business name, e-mail, Physical address and phone number.
	2. Copy of Registration Certificate.
	3. Copy of Clearance Certificate from Rwanda Revenue Authority (RRA).
	4. Copy of Certificate issued by Rwanda Social Security Board (RSSB).
4. Financial offer clearly indicating Price and VAT separately for each item in each RFP.
5. Background experience supported with letters of recommendations, appreciation or certificate of completion for similar transactions.
6. At any time prior to award of the contract, should Abt Associates deem it necessary to change the RFQ 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 supplier shall rely on any such instructions.
7. Responses to technical questions will be distributed to all bidders.
8. All responses to this RFQ shall be submitted via email to VLRwandaProcurement@pmivectorlink.com and Drop box at issuing address above
9. Quotes from Offeror(s) on US government debarred list will not be considered
10. At a minimum, quoted products must brand new and be suitable for use in the destination country and manufactured at sites compliant with applicable ISO and/or in keeping with country requirements and regulations.
11. In case samples are required, samples from successful bid(s) will be retained for product knowledge and reference purposes. Note that the sample will be returned open because of the review process.
12. Bidder shall submit offer(s) with the following naming convention:
	1. **Email subject line** (no space before/after dashes *“-“*):
	***RFQ# XXXX-Your company name***
	2. **Attachments:** eg Quote/product literature/registration certificates etc
	***RFQ# XXXX-Your company name- Quote
	RFQ# XXXX-Your company name- Product Literature
	RFQ# XXXX-Your company name- Registration certificate etc***
13. 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 RFQ closing date

**Preparation of Bids:**

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

Offers shall provide unit and total price per line. In case of discrepancy between unit and extended/total price, the unit price shall prevail.Offers shall clearly indicate **Price** and **VAT** separately for each item in each RFP.

Offers shall include delivery lead time in weeks. That is, number of weeks from order receipt to delivery at the designated warehouse in Kicukiro area.

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 RFQ requirement.

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

**Amendments:**

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

 **Clarifications:**

All questions with regard to this RFQ shall be addressed to VLRwandaProcurement@pmivectorlink.com The deadline of submitting questions is 11:00 AM on 12th February 2021. Abt will communicate the questions and its responses to all bidders, and may at its sole discretion extent the quotation deadline. Oral communication concerning this RFQ 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 RFQ technical specifications and requirements, bidder shall furnish a list of all exceptions to any of the terms/conditions/technical specification/Quality standards contained in this RFQ and shall include an explanation or justification for the exception taken (***See Attachment C – List of Exceptions***).

**Equipment and Operating Conditions:**

Where applicable, operating and service manuals must be provided for all equipment.

**Packing:**

Supplier shall be responsible for packaging, marking and shipping the goods in accordance with the terms stated in the order, 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 reserves the right to reject any shipment not meeting these requirements.

**Location to delivery all products and visit samples:**

1. Address*:*

*Kicukiro Entomology laboratory*

*KK19 Av 101*

*Niboye – Kicukiro - Rwanda*

*School of public health.*

1. Materials must be delivered between March 8th and March 17th 2021.
2. All deliveries should be done between 9.00am and 3.00pm on each specified delivery date at RBC Entomology laboratory located on address above. Delivery beyond 3:00p.m will not be accepted.

**Packing List:**

A complete itemized packing list shall be affixed in an appropriate “Packing List” envelope outside the shipper box or container used to deliver commodities. Each packing list shall include a complete description of the goods, all applicable catalog numbers as also indicated in the applicable Purchase Order

**Invoices and Payments:** Payments will be made net thirty (30) days after Abt Associates receives a complete and correct invoice from supplier based solely on Services actually performed by Supplier and/or Goods actually supplied by supplier pursuant to a Purchase or Deliver order. Vendor should indicate their bank accounts on the printed invoice clearly.

**No advance payment should be expected by vendors from Abt Associates.**

**Product Description and Specifications:**

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| --- |
| ***NOTE:*** *1. Where manufacturer name and catalog numbers are provided, they are for reference purposes only intended to provide a common reference point for all bidders. Other brands will be considered provided they meet the salient technical specifications. So wherever a manufacturer or catalog numbers is mentioned, the words* ***or equivalent*** *are implied.**2. Please quote durable products intended to withstand extreme handling**3. Where multiple products are the same except for size (e.g. line item # 1-4) – then one sample is sufficient for the purpose of evaluating product quality. However be sure to document this decision in your offer/sample cover letter.* |

**Entomology materials Bid: RFQ# 04/002/2021**

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| **Seq #** | **Product Description** | **Additional information/Specs** | **Unit of Measure** | **Quantity to be procured** |
| 01 | Insecticides  | 1. Commercial Name: BOP insecticide
2. Product Type: Insecticide
3. Recommended Use: For the killing of flying and crawling insects in the home
4. Insecticide composition: Cypermethrin 0.1-1%; Tetramethrin 0.1-1%; Allethrin 0.1-1%
 | Piece | 400 |
| 02 | Respiratory masks | Single-use medical face mask See the sample at Kicukiro entomology laboratory | 50 pieces / Packet | 60 |
| 03 | Petri dishes  | 1. material : Polystyrene
2. sterility : sterile
3. feature: disposable, Optically clear with consistently flat bottoms
4. size : 100 mm × 15 mm
 | 24 pieces / Packet | 12 |
| 04 | Cotton wool (500g) | 1. Absorbent cotton wool
2. Made from 100% absorbent cotton.
3. White color
4. Made of 100% bleached cotton
5. Soft and highly absorbent
6. High soft, absorbency, poison free and could do isolating or absorbing
 | 500g | 240 |
| 05 | Slides (for dissection) | 1. MICROSCOPE SLIDESSlides are 1 mm thick.
2. High-quality white glass transparent
3. Corrosion-resistant.
4. The edges are ground smooth to help eliminate sharp cutting surfaces and safe handling.
5. slides are pre-cleaned
 | 72 slides /7.25 mm × 75 mm / box | 12 |
| 06 | Silcagel  | 1. Color: White, Yellow or Blue
2. Form : granular
3. particle size: 0.2-1 mm
4. Adsorption capacity at 25˚C; 35-40%
 | bottle of 500 grams | 4 |
| 07 | Water man filter paper | See the sample at Kicukiro entomology laboratory | Packet 60 pieces 50\*50 cm | 5 |
| 08 | Hand gloves (powder free) | Blue Nitrite Medical examination gloves, powder free, non-sterile-Ambidextrous, single use, Medium size, See the sample at Kicukiro entomology laboratory,  | 100 pairs per box. | 50 |
| 09 | Pipet Tips ( maximun 100-200 micro liter) | 1. Transparent (Clear) polypropylene permits precise viewing of samples.
2. Longer, thinner tip with ultrafine point helps eliminate sample hang-up and allows access to small tubes and deep well plates. The outer wall of the graduated tips has flush calibration lines that eliminate hang-up on specimen tubes.
 | Packet of 96 pieces  | 35 |
| 10 | Hand sanitizers | An alcohol based thixotropic gel for hygienic treatment and surgical disinfection by hand-rubbing. This may claim a 30 seconds hygienic hand treatment. A Gel contains about 80% ethanol as active ingredient, Glycerol and water and has no fragrance nor coloring which is reflected in its name NPC (No Perfume Coloring). See the sample at Kicukiro entomology laboratory | Bottle of 500 ml | 60 |
| 11 | Timers for hydrometric | See the sample at Kicukiro entomology laboratory | Piece | 5 |
| 12 | Plasters (Sparadrap) | 1. Adhesive fabric plaster (ZOP)
2. White colour\*7.5cmx3.6cm / 3”x4yds
 | Piece | 160 |
| 13 | Mosquitoes netting rolls | 1. Insecticide free (None impregnated nets)
2. Quality A , Color: White
3. See the sample at Kicukiro entomology laboratory
 | Roll / Length 45 m, Width: 150 cm | 5 |
| 14 | Alcohol( Ethanol absolute) | Ethanol BP 96% v/v | jerycan of 20liters | 4 |
| 15 | Excel pure Glucose tin | Ingerdients : pure monohydrate BP grade, tin  | 500 grams | 70 |
| 16 | Distillated water | See the sample at Kicukiro entomology laboratory | A jerycan of 20 liters | 200 |
| 17 | Sharp permanent marker | See the sample at Kicukiro entomology laboratory | Pieces | 10 |
| 18 | Pipette pastor | 3ml capacity, plastic, See the sample at Kicukiro entomology laboratory | packet of 250 pieces | 3 |

**Assorted materials Bid: RFQ# 04/003/2021**

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| **Seq #** | **Product Description** | **Additional information/Specs** | **Unit of Measure** | **Quantity to be procured** |
| 01 | Batteries for handlight | 1. Tiger batteries : 1.5V,
2. See the sample at Kicukiro entomology laboratory
 | 2 pieces / Pairs  | 575 |
| 02 | Paraffin  | See the sample at Kicukiro entomology laboratory | Piece | 1 |
| 03 | Washing soap  | Tembo or bar – soap without odor | Piece | 10 |
| 04 | Toilet papers | Supa, | packet of 10 pieces | 15 |
| 05 | Cleaning liquid soap | Liquid soap | small jerycan of 5 liters | 20 |
| 06 | Small batteries for pH meter, remoter, timer | Duracell small batteries: 1.5V | packet of 4 pieces. | 20 |
| 07 | Plastic cups  | Plastic container 20cmX25cmX15cm,  | 50 pieces in each packet | 200 |
| 08 | Shaving wood | Just shaving woods | Sacks of 100 kg | 36 |
| 09 | Food for guinnea pigs | Ingredients: Maize, Rice bran, Soybean, Fishmeal, Cotton feed cake, Premix, Lime and Bone meal | 50 kg/Sac | 10 |
| 10 | Mosquitoes cage net | See the sample at Kicukiro entomology laboratory | Piece | 23 |
| 11 | Brooms (lacrettes) | KIAKA | Piece | 2 |
| 12 | Gentle/washing powder | White star | 1kg/Piece | 34 |
| 13 | Handwashing Soaps | Liquid, soft and healthAntibacterial with strawberry fragrance | 500ml/piece | 20 |
| 14 | Scrubber for washing plates | SAFISHA  | 6pcs/packets | 6 |
| 15 | Plastic trays for mosquito rearing | Plastic container 20cmX25cmX15cm | Piece | 30 |
| 16 | Bucket | Plastic, See the sample at Kicukiro entomology laboratory | 10 liters/ Piece | 4 |
| 17 | Coverall for insectary cleaner | Blue color with medium size | Piece | 1 |
| 18 | GumBoots  | Black, 7-9 size (pairs) | Pairs | 16 |
| 19 | Bags | See the sample at Kicukiro entomology laboratory | Piece | 6 |
| 20 | Mineral water  | Mineral water ( Inyange product) | bottle of 500ml | 1300 |
| 21 | Aliminium golden | See the sample at Kicukiro entomology laboratory | Piece | 7 |
| 22 | Small cages | Metallic 10\*10\*10cm See the sample at Kicukiro entomology laboratory | Piece | 15 |
| 23 | Small cage netting | See the sample at Kicukiro entomology laboratory | Piece | 20 |
| 22 | Lab coats | See the sample at Kicukiro entomology laboratory | Piece | 20 |

**Stationeries Bid: RFQ# 04/004/2021**

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| **Seq #** | **Product Description** | **Additional information/Specs** | **Unit of Measure** | **Quantity to be procured** |
| 01 | Scotch  | See the sample at Kicukiro entomology laboratory | piece | 25 |
| 02 | Pens | 40 red color and 110 blue color | Piece | 150 |
| 03 | Papers-ream | 210 x 297 mm80 gm | 5 Pieces/ Boxes | 10 |
| 04 | Big kaki envelops (A4) - Box | A4 | 50 Pieces/ Boxes | 40 |
| 05 | Small kaki envelops (A5) - Box | A5 | 50 Pieces/ Boxes | 30 |
| 06 | HP Tri-color ink cartridge 122 | Color  | Piece | 2 |
| 07 | HP Black ink cartridge 122 | Black  | Piece | 2 |
| 08 | Rubber bands | Pure rubber bands, stable and simple, Box (16 size, weight 100gram). See the sample at Kicukiro entomology laboratory | Boxes | 20 |
| 09 | Cartridge A17 | hp Laserjet Pro, black M102, MFP M130 | Piece | 3 |
| 10 | Permanent markers | Assorted colors  | 10 pieces / Packet  | 3 |
| 11 | Pencil  | See the sample at Kicukiro entomology laboratory | 24 pieces/packet | 2 |
| 12 | Eraser | See the sample at Kicukiro entomology laboratory |  | 20 |
| 10 | Higher lighter  | Assorted colors  | 6 pieces / Packet  | 3 |

**Furniture Bid: RFQ# 04/005/2021**

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| --- | --- | --- | --- | --- |
| **Seq #** | **Product Description** | **Additional information/Specs** | **Unit of Measure** | **Quantity to be procured** |
| 01 | Fridge | Total Volume: 825 L, Fridge Volume: 477 L, Freezer Volume: 348 L, Height (mm): 1825 mm, Width (mm): 908 mm, Depth (mm): 871 mm,Temperature indicator | Piece | 1 |
| 02 | Lab chairs | Pneumatic seat height adjustment via pneumatic cylinder, Lifetime warranty cylinder, Multifunction chair control, with various seat angles,Forward seat tilt, Back angle control, with adjustable height, Overall height 41″ to 51″, Back rest 16″w x 12″h, Seat pan with waterfall front edge 18 1/2″w x 17″ d, Seat height 23″ to 33″, Chrome footring 20″ diameter, 26″ reinforced plastic base, Caster are standard, Glides options are available, Other caster options are available, Other cylinder heights available.• Weight 48lbs. | Piece | 40 |

**Evaluation Criteria:**

Abt Associates Inc, intends to award a PO (in whole or in part) to the most advantageous technically compliant offer(s), the following factors considered:

* Price and price related factors
* Delivery lead time
* Delivery terms and/or cost
* Past performance

A responsive proposal is one that comes from a responsible supplier and complies with all the terms and conditions stated in the RFQ without material modification. A material modification is any modification that affects price, quantity, quality, delivery or installation date of equipment or materials, or which limits in any way the responsibilities, duties or liabilities of the bidder or any rights of Abt or its clients.

Abt reserves the right to waiver any minor informalities in the quotation/proposal received if it is in Abt’s best interest to do so, or to reject the quotation of any firm if, in Abt’s judgement, the firm is not fully qualified to provide the goods or services as specified in the technical specifications.

**Sample Submission:**

Where applicable, in order to ensure a full and informed evaluation of the proposed products, bidders shall send samples of all quoted items to the following address: (note the required correct marking):

Address:

Kicukiro Entomology laboratory

KK19 Av 101

Niboye – Kicukiro - Rwanda

School of Public Health.

Package marking:

***RFQ# XXXX-Your company name-* *SAMPLES***

*Attention: Chief of Party*

*Tel & E-mail:*

Sample submission deadline*:* ***03:00 PM, February 24, 2021***. Abt reserves the right not to accept late sample submissions. For technical evaluation, RBC/MOPDD shall be represented as the end user for approval.

Considering potential delivery logistics changes, Abt hereby provides a blanket waiver for samples received a bit late (no more than 3 days after closing), provided the package is date stamped (mailed) at least 1 day before the sample submission deadline.

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Seq #** | **Quoted product description** | **Quoted product quality std**(attach copy of applicable certificate) | **Quoted catalog #**(use/include mfr catalog #) | **Country of origin** | **Lead Time**(in weeks) | **Quote Unit of Measure** | **Unit Price** | **Total Price** |
| 1 |  |  |  |  |  |  |  |  |
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| 19 |  |  |  |  |  |  |  |  |
| **Taxes (specify type and % as applicable)** |  |  |
| **Shipping Cost (if applicable)** |  |  |
| **Other costs (specify type)** |  |  |
| **Total** |  |  |

**APPENDIX A: BID SHEET**

**Attachment: A**

**Federal Acquisition Regulation (FAR) and Supplemental Acquisition Clauses**

This Purchase Order/Subcontract involves funds from a Federal government contract, or funds from a Purchase Order/Subcontract at any tier relating to a Federal government contract, relevant clauses from the Federal Acquisition Regulation (FAR) are hereby incorporated into this Contract by reference with the same force and effect as if they were given in full text, and are applicable to this Contract. The full text of the FAR clauses referenced may be found at [https://www.acquisition.gov/Far/.](https://www.acquisition.gov/Far/) Supplier agrees to flow down all applicable FAR and supplementary clauses to any lower-tier Subcontractors working pursuant to this Agreement.

Where necessary to make the language of the FAR clauses applicable to this Agreement, the term “Contractor” shall mean “Supplier”, the term “Contract” shall mean the “Purchase Order” the terms “Government,” “Covered Entity,” “Contracting Officer,” and equivalent terms and phrases shall mean “Abt Associates Inc.”

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

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| **Clause** | **Title** |  |  | **Date** |
| **Number** |  |  |  |  |
|  |  |  |  |  |
| 52.202-1 | Definitions (if contract is $150,000 or more) |  | Nov 2013 |
|  |  |  |  |
| 52.203-7 | Anti-Kickback Procedures (if contract is $150,000 or more) |  | Oct 2010 |
|  |  |  |  |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions |  | Sep 2007 |
| (if contract is $150,000 or more) |  |  |
|  |  |  |  |
|  |  |  |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (if contract is $150,000 or | Oct 2010 |
| more) |  |  |
|  |  |  |  |
| 52.203-13 | Contractor Code of Business Ethics and Conduct (if contract is $5,000,000 or more) |  | Apr 2010 |
|  |  |  |
| 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (applicable | Jun 2010 |
| if contract is American Recovery and Reinvestment Act of 2009 funded) |  |
|  |  |  |  |
| 52.219-8 | Utilization of Small Business Concerns (if contract is $650,000 or more) |  | Jul 2013 |
| 52.222-26 | Equal Opportunity (subparagraphs (b)(1) through (b)(11) only) |  | Mar 2007 |
|  |  |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible | Sep 2010 |
| Veterans (if contract is $100,000 or more) |  |
|  |  |  |
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| 52.222-36 | Affirmative Action for Workers with Disabilities (if contract is $15,000 or more) |  | Oct 2010 |
|  |  |  |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (if contract is $10,000 or | Dec 2010 |
| more) |  |  |  |
|  |  |  |  |
| 52.222-50 | Combating Trafficking in Persons |  |  | Feb 2009 |
|  |  |  |
| 52.225-26 | Contractors Performing Private Security Functions Outside the United States (applicable for DoD | Jul 2013 |
| and military-related procurements) |  |  |
|  |  |  |  |
| 52.232-40 | Providing Accelerated Payments to Small Business PO/Subcontractors |  | Dec 2013 |
|  |  |  |  |
| 52.244-6 | Subcontracts for Commercial Items (applies when the contract involves the acquisition of |  | Dec 2013 |
| “commercial items” as defined in FAR 52.202-1) |  |
|  |  |  |
|  |  |  |  |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels |  | Feb 2006 |
|  |  |  |
| Original: Contract Operations | Page 1 | April 2015 |  |

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.

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| **Line Item #** | **Exception(s) Explained** |
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| **Seq #** | **Action/Description** | **Check one** |
| **Yes** | **No** |
| 1 | Did you send participation confirmation?  |  |  |
| 2 | Did you check and follow submission instructions? |  |  |
| 3 | Did you use correct subject line format? (no space before/after dashes):***RFP#XXXX-[your company name]*** |  |  |
| 4 | Are all quoted products manufactured at ISO compliant site/comply with RFQ stated quality standard? |  |  |
| 4 | Did you include Business Registration documents? |  |  |
| 6 | Did you complete and attach List of Exceptions? (See Attachment C) |  |  |
| 7 | Did you complete and attach Submission checklist? (i.e. this document –See Attachment D) |  |  |
| 8 | Have you sent the samples?  |  |  |
| 9 | If, you have not sent the samples, are you planning to send them by deadline? |  |  |