**Request For Quotation (RFQ)**

|  |  |
| --- | --- |
| **RFQ No:** | **2025\_RFQ0011** |
| **Title:** | Supply and delivery of Indoor Residual and Spray Commodities for the 2025 spray campaign |
| **Issuing Office and Address for Bid Submission:** | Address:Abt Associates Inc. The PMI Evolve Project Zambia, Plot 73468, Stand Number 5/C Kabulonga Road,Opposite Kabulonga Primary School, Kabulonga, Lusaka, Zambia*Attention : Abt Procurement Unit**Email :*pmi\_evolvezambia@abtglobal.com. |
| **RFQ Issuance Date:** | June 27th ,2025 |
| **RFQ Closing Date:** | 17:00hrs, July 9th, 2025 |
| **Mode of Submission** | Email the electronic Bid at issuing address aboveSubject Line: 2025 RFQ0011 - **[your company name]** |
| **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:**  | 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
 |
| **List of Items and Specifications** | For Specifications, bidders will be required to view the samples at PMI Evolve Project Offices, from 09 hours to 12:30 hours and 14 hours to 16:30.**NOTE:** The PMI Evolve offices close at 14:00hrs on Fridays therefore sample viewing will be conducted from 09:00 hours to 12:30 hours on Fridays only |

**SUPPLY AND DELIVERY OF INDOOR RESIDUAL AND SPRAY COMMODITIES FOR THE 2025 SPRAY CAMPAIGN.**

**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 is accomplished through what is called the PMI Evolve 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 (NMCP/NMEP).

Abt Associates Inc. is currently seeking firm, fixed-price bids for the Supply and Delivery of Indoor Residual and Spray Commodities for the 2025 Spray Campaign in Eastern Province as described and specified in Table 1.0.

**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.

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.

Abt Associates work includes nationally recognized research, evaluation, and technical assistance to improve efficiency of health care systems, effectiveness of government housing programs, the production of food, and 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.

**Instructions to bidders**

1. All documents submitted in response to this RFQ, as well as all related correspondence, will be in English.
2. All documents submitted via email in response to this RFQ must be in a PDF format with file name as [**2025\_ RFQ 0011**-**vendor name-Title/Name of document e.g. Quotation/Registration certificate etc**].
3. 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.
4. 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.
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. Bids shall be valid for **120 days** after submission.
7. The financial offer must use bid sheet clearly indicating the Price in ZMW with all associated cost as in appendix A.
8. Bids must be signed by a duly authorized representative of the bidder, and must contain the bidder’s full address, and contact details.
9. Bidders shall adhere to the requirements stated in the Bid Sheet, failure to which the bid shall be treated as non-responsive.
10. Responses to technical questions will be distributed to all bidders.
11. Quotes from Offeror(s) on US government debarred list will not be considered
12. At a minimum, quoted products must be 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.
13. Interested Bidders should submit their quotes and required documents via email to the mailbox. Submissions must be emailed to pmi\_evolvezambia@abtglobal.com. with the subject line: 2025\_RFQ0011 **–[your company name]**.
14. **Selected vendor(s)** will be required to submit a sample or artwork of each item awarded. Samples must be exactly equivalent to the final items which the vendor will supply under the bid. The PMI Evolve Project will retain the winning bidder(s) samples for purposes of comparison with the final supplies. All vendors should submit a sample for all commodities with an asterisk(\*) as shown in table 1.0. at the bid submission stage.
15. Vendors must specify the time within which they guarantee to deliver each commodity for which they submit a bid at the time of negotiation and strictly adhere to these delivery commitments to ensure smooth operation of the procurement process.
16. All goods shall be inspected by the warehouse team and the requestor at the time of delivery. They shall be verified against the approved sample provided by the successful bidder. Goods not conforming to the approved sample shall be formally rejected by The PMI Evolve Project.
17. Invoices and Payments: Payments will be made net thirty (30) days after Abt Global 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.
18. The PMI Evolve Project shall provide the packing list per district to the successful bidder of which the goods shall be packed and marked accordingly.
19. Abt Associates Inc reserves the right to reject bids submitted without all requested information as non-responsive.
20. At a minimum, vendors must meet the following minimum mandatory requirements (except where otherwise provided/explained, these requirements are absolute).
	1. Certificate of Incorporation - PACRA
	2. Valid ZRA Tax Clearance Certificate
	3. Company Profile
	4. A letter from the bank stating their account details and duly signed by the bank, with Bank contact numbers and Bank statement for the last 3 months.
	5. At least three traceable references as evidence for relevant or similar experience in providing the items/service.
21. Notwithstanding any prior agreement in place between Abt and the vendor, by signing and returning this RFQ and/or submitting an offer, the offeror:
	1. Acknowledges receipt and acceptance of all terms and conditions contained in this RFQ.
	2. Confirms that all information contained in the offeror's quotation (including all applicable supporting documentation) is complete (i.e. no material omission), accurate, and current.
22. As you may be aware, the US government transitioned from using DUNS number to a new

Unique Entity Identifier (UEI) on April 4, 2022. This is a 12-character unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who must register to do business with the US federal government in [SAM.GOV](http://SAM.GOV). To request a Unique Entity Identifier here is the link:[https://sam.gov/content/entity-registration](https://Note) Note that there are 2 options available – Please choose the option that says: Get Unique Entity ID (SAM) and follow the steps. You can view a step-by-step video at:<https://www.youtube.com/watch?v=0uv1YNAsINk>

Tip to ensure smooth process:

**Make sure the *legal company name* you enter in SAM as well as the *Address* match your registration record in your state/country. Also know the *exact date/year of incorporation* (as recorded in your registration in your respective city/state/country**

**Required documents**

* Completed quotation form (Appendix A – should reflect RFQ number, Signed &Stamped
* Documents as per # 20 above.
* Signed letter confirming bidder ‘s compliance with requirements spelled out under

 “Instructions to Bidders” # 21 above.

**Evaluation Criteria:**

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

* Compliance with specifications (required documents) and RFQ instructions
* Price and price related factors
* Delivery lead time
* Payment Terms
* Past performance (used to disqualify previous non- performing vendors) – Proof of experience in the provision of similar items.
* Sample Submission required for commodities with asterisk (\*) in table 1.0

**Product Description and Specifications: Table 1.0**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item**  | **Description**  | **Technical Specifications.**  | **Unit of Measure** | **Qty**  |
| ***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.* |
| 1 | Hard broom \_Long | Long Hard Broom | Each | 45 |
| 2 | Broom soft Long | soft Long Broom | Each | 45 |
| 3 | Dustpan with brush | Dustpan with Brush for spill kit | Each | 45 |
| 4 | Mop with long handle | Mop with Long handle  | Each | 45 |
| 5 | Safety glasses for washers | As per sample | Each | 75 |
| 6 | Paper towel | Paper towel Roll for Hand washing Basin | Each | 264 |
| 7 | Tools Spanner |   | Each | 30 |
| 8 | Tools Screwdriver |   | Each | 32 |
| 9 | Tools Pliers |   | Each | 40 |
| 10 | Whistle for security guard -Plastic | Plastic Whistle | Each | 44 |
| 11 | Hand washing buckets  | metal stand, water bucket and small basin( Sample Available ) | Each | 24 |
| 12 | Bathing soap -175g | Bathing soap 175 grams |   | 3,624 |
| 13 | Liquid soap (2.5L) | Liquid soap (2,5 Liter container )For spill kit. |   | 45 |
| 14 | Socks - Knee-High Socks\* | Socks knee -high to be used in gum boots |   | 1,760 |
| 15 | Toilet rolls – 2ply | Toilet Rolls white 2 Ply |   | 3,696 |
| 16 | Toothbrush – Soft Bristles | Toothbrush(Simple tooth brush to be used for cleaning the spray nozzle) |   | 1,316 |
| 17 | Washing powder 500g | Washing powder (500g) |   | 1,832 |
| 18 | Handwashing soap 500ml | Hand washing Liquid soap(500mls) |   | 264 |
| 19 | 100 % Vitamin E Cream\* | Vitamin E cream (As per Sample) |   | 88 |
| 20 | Vest Orange (Large: 40, Medium:60) Vest Green, (Large:50, Medium:60)  | (Large: 40, Medium: 60) (Large, 50, Medium: 60) (As per Sample) | Each | 210 |
| 21 | Ziplock  | Size 26.8 cm X 27.3 cm. |   | 1,700 |
| 22 | Refuse bags, \* | 30 Microns 20 Pack 750x950mm- packs | Each | 250 |
| 23 | mutton cloth 500g  | 500g | Each | 1,625 |
| 24 | Handkerchief - | 15 X 15 Inches (210mm X297mm) | Each | 1,316 |
| 25 | Face towel -standard | Standard Face towel | Each | 1,761 |
| 26 | Shovels  |  Round Nose Shaft | Each | 8 |
| 27 | Polythene Sheet -100m \* | Black Heavy Duty 100 Micron -Rolls | Each | 112 Sheet |
| 28 | 1 Ltr Lubricant - | Multiple Purpose Oil | Each | 44 |
| 29 | Calculator Batteries  | Alkaline (single use) Size AA-LR6, 1.5 | Pairs | 300 |
| 30 | Latex Powder Free Gloves | Latex Gloves pack of 100 | Each | 45 |
| 31 | Polyester PVC Rain Suit \* | Navy (S: 27, M: 90, L: 36, XL:18, XXL: 9),Chest size (S: 92-96m, M:100-104m, L: 108-112m, XL: 116-124m, XXL: 128-132m) | Each | 180 |
| 32 | Stapler  | 26/6 mm | Each | 26 |
| 33 | Clip Boards  | PVC Standard A4 | Each | 1,386 |
| 34 | Pens -Black -sample provided | Sample Provided  | Each | 2,386 |
| 35 | Packaging Material for IRS commodities  | 50 Kg Sack) | Each | 600 |
| 36 | Packing Tape  | Brown | Each | 132 |
| 37 | Name Tags-sample provided | As per Sample  | Each | 1,615 |
| 38 | Flashlights \* | LED Torch, Size A Battery, Plastic(As per Sample) | Each | 304 |
| 39 | Rubber Bands  | 100 Pack | Each | 200 |
| 40 | Sanitary Towel | Sanitary Napkins | Each | 1,530 |
| 41 | Waste Collection Sacks  | 75Kg | Each | 510 |

This solicitation and subsequent award are governed by US Federal Acquisition Regulations. As such, and where applicable, providing required certifications, Unique Entity Identifier (UEI) etc. is mandatory and a condition for Award.

1. Abt Associates is an equal opportunity employer and strongly encourages female entrepreneurs to apply for this tender.

1. Vendors are to note that the project will take mandatory withholding tax from amounts as per Zambia tax law.
2. Vendors should note that the PMI Evolve Project in Zambia is exempted from the payment of VAT and NHIL under the bilateral agreement signed between the Government of Zambia and the Government of United States of America. USAID office in Zambia will issue a VAT Relief Purchase Order to cover this component upon the submission of a VAT invoice.

*This RFQ shall not be misconstrued to be a commitment on the part of Abt Associates to award any form of contract to any respondent nor shall it entitle any organization or individual to be reimbursed the costs preparing or delivering bids to Abt Associates.*

**APPENDIX A: BID SHEET**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Seq #** | **Quoted product description** | **Lead Time**(in weeks) | **Quantity** | **Quote Unit of Measure** | **Unit Price** | **Total Price** |
| 1 | Hard broom \_Long |  | 45 | Each |  |  |
| 2 | Broom soft Long |  | 45 | Each |  |  |
| 3 | Dustpan with brush |  | 45 | Each |  |  |
| 4 | Mop with long handle |  | 45 | Each |  |  |
| 5 | Safety glasses for washers |  | 75 | Each |  |  |
| 6 | Paper towel |  | 264 | Each |  |  |
| 7 | Tools Spanner |  | 30 | Each |  |  |
| 8 | Tools Screwdriver |  | 32 | Each |  |  |
| 9 | Tools Pliers |  | 40 | Each |  |  |
| 10 | Whistle for security guard -Plastic |  | 44 | Each |  |  |
| 11 | Hand washing buckets  |  | 24 | Each |  |  |
| 12 | Bathing soap -175g |  | 3,624 |   |  |  |
| 13 | Liquid soap (2.5L) |  | 45 |   |  |  |
| 14 | Socks - Knee-High Socks |  | 1,760 |   |  |  |
| 15 | Toilet rolls – 2ply |  | 3,696 |   |  |  |
| 16 | Toothbrush – Soft Bristles |  | 1,316 |   |  |  |
| 17 | Washing powder 500g |  | 1,832 |   |  |  |
| 18 | Handwashing soap 500ml |  | 264 |   |  |  |
| 19 | 100 % Vitamin E Cream |  | 88 |   |  |  |
| 20 | Vest Orange (Large: 40, Medium:60) Vest Green, (Large:50, Medium:60) |  | 210 | Each |  |  |
| 21 | Ziplock  |  | 1,700 |   |  |  |
| 22 | Refuse bags,  |  | 250 | Each |  |  |
| 23 | mutton cloth 500g  |  | 1,625 | Each |  |  |
| 24 | Handkerchief - |  | 1,316 | Each |  |  |
| 25 | Face towel -standard |  | 1,761 | Each |  |  |
| 26 | Shovels  |  | 8 | Each |  |  |
| 27 | Polythene Sheet -100m  |  | 112 Sheet | Each |  |  |
| 28 | 1 Ltr Lubricant - |  | 44 | Each |  |  |
| 29 | Calculator Batteries  |  | 300 | Pairs |  |  |
| 30 | Latex Powder Free Gloves |  | 45 | Each |  |  |
| 31 | Polyester PVC Rain Suit  |  | 180 | Each |  |  |
| 32 | Stapler -  |  | 26 | Each |  |  |
| 33 | Clip Boards  |  | 1,386 | Each |  |  |
| 34 | Pens -Black -sample provided |  | 2,386 | Each |  |  |
| 35 | Packaging Material for IRS commodities  |  | 600 | Each |  |  |
| 36 | Packing Tape  |  | 132 | Each |  |  |
| 37 | Name Tags-sample provided |  | 1,615 | Each |  |  |
| 38  | Flashlights - |  | 304 | Each |  |  |
| 39 | Rubber Bands  |  | 200 | Each |  |  |
| 40 | Sanitary Towel |  | 1,530 | Each |  |  |
| 41 | Waste Collection Sacks  |  | 510 | Each |  |  |
| **Indicate Payment Terms** |  |  |
| **Total Amount VAT Inclusive**  |  |  |
| **VAT Amount** |  |  |
| **Total Amount VAT Exclusive** |  |  |
|  |  |  |
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**APPENDIX B : Submission Checklist.** (To be completed by vendor)

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| **ITEM**  | **SUBMISSION OF DOCUMENTS.**  | **YES/NO**  |
| 1  | Did you submit PACRA Certificate?  |   |
| 2  | Did you submit a Valid Tax Clearance Certificate?  |   |
| 3  | Did you complete the bid sheet?  |   |
| 4 | Did you submit all the samples requested with asterisk(\*) |  |
| 5 | Did you provide proof of having similar services?  |   |

**Attachment A: 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.](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.

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| --- | --- | --- | --- |
| **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 |

 **1** of **3**

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| --- | --- | --- | --- |
| **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 CertainTelecommunications 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 |

|  |  |  |  |
| --- | --- | --- | --- |
| **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 |

**ATTACHMENT B: Purchase Order Terms and Conditions.**

1. **PRICES.** All prices are firm unless otherwise agreed in writing.
2. **EXTRA CHARGES.** No charges of any kind will be allowed unless specifically agreed to by Buyer in writing.
3. **CHANGES.** No modification of this order shall be binding on Buyer unless made by a formal purchase order document issued by Buyer.
4. **WARRANTIES.** Seller warrants that for a period of one year goods shall be free from defects in design, material, and workmanship and shall operate in accordance with the specifications. Buyer shall notify Seller of any failure to meet the foregoing warranties and Seller shall, at its sole expense, promptly repair or replace such defective goods.
5. **AGREEMENT AND MODIFICATION.** This order shall constitute the entire agreement between the parties, and no obligations not written in the agreement are binding upon them. No alteration of any of the provisions shall be binding, unless in writing and signed by the Buyer.
6. **SUB-CONTRACTING.** Seller shall not subcontract nor delegate performance called for under this Order without the prior written consent of Buyer.
7. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations hereunder shall be excused if caused by an event or occurrence beyond the reasonable control of the party and without its fault – provided that written notice of such delay shall be given by the affected party to the other party within ten (10) days.

During the period of such delay by Seller, the Buyer may purchase goods from other sources and reduce its schedule to Seller by quantities without liability to Buyer, or have Seller provide the goods from other sources in quantities requested by Buyer at the price set forth in this order.

1. **DELIVERY.** Except as hereinafter provided, delivery shall be made in accordance with the time stated on this Purchase Order and Buyer reserves the right to cancel the order if delivery is not made as specified.

When the Seller has reason to believe that deliveries will not be made as requested in Buyer’s Purchase Order, the Seller shall provide written notice setting forth the cause and period of the anticipated delay.

1. **TERMINATION FOR CONVENIENCE.** The Buyer may terminate this contract by written notice in whole or in part, when it is in the best interest of the Buyer to do so. If this contract is so terminated, the Seller and the Buyer may agree upon the amount to be paid to the seller by reason of such termination.
2. **DEFAULT.** The Buyer may by written notice terminate all or any part of this contract:
* If the Seller fails to make delivery of goods or perform services within the time specified, or
* If the Seller fails to perform any other requirement of this contract and does not cure such failure within ten (10) days after receipt of notice from the Buyer specifying such failure.
1. **LIABILITY FOR INJURY.** Seller shall indemnify Buyer against any liability for all personal injury and property damage caused by the Goods or Services performed by Seller.
2. **NON-WAIVER.** The failure of Buyer to enforce any of the provisions does not waive these provisions nor the right of Buyer to enforce every provision.
3. **APPLICABLE LAW AND FORUM.** This order shall be interpreted in accordance with, and shall be governed by the Laws of Zambia
4. **COMPLIANCE WITH LAWS.** Seller agrees to comply with the provisions of all present and future federal and local law or ordinance and all other rules, and regulations applicable to this order and its performance.
5. **INVOICING.** After each shipment or service provided under this order, the Seller shall send a separate invoice. Payment of invoice shall not constitute acceptance of the Goods or Services and shall be subject to appropriate

adjustment for failure of Seller to meet the requirements of this order. All invoices must reference an Abt Associates Inc. Purchase Order number(s) to prevent delay in payment.

1. **PAYMENT.** Abt Associates Inc. shall make payment to the vendor within 30 days of receiving, in good condition, all goods and services specified in the Purchase Order and a full and complete vendor invoice.
2. **REMEDIES.** If any of the goods are found within a reasonable time after delivery to Buyer to be defective Buyer shall have the right to reject and return such goods at Seller’s expense and deduct the cost from the Seller’s invoice.

Abt Associates. Inc. holds its employees and suppliers to the highest ethical standards and strictly prohibits soliciting, accepting or attempting to accept any money, fee, commission, credit, gift, gratuity or compensation of any kind which is provided, directly or indirectly for the purpose of obtaining or rewarding favorable treatment in connection with the USAID-funded PMI Evolve. Any such solicitation is considered a violation of the U.S. government’s anti-kickback policies. Should your organization, its employees, principals, or any person acting as an agent of your organization be contacted for additional money, your organization must report that attempt immediately as per the terms of this purchase requisition. This information can be reported to Abt Associates’ Compliance Hotline electronically at[https://www.integrity-helpline.com/abtassoc.jsp](https://or) or by phone at +1 888-928-4231. Failure to report could result in punitive action including but not necessarily limited to termination of your purchase order with Abt Associates.

Attachment C : List of Exceptions

***RFQ #: XXXX- [your company name]***

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