Request for Proposal:

For the Supply and Delivery of Vehicles

May 2013

World Vision International

Global Procurement Office

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**STATEMENT OF CONFIDENTIALITY**

All information within this RFP, regardless of the communication form, is given in absolute confidence and may not be disclosed without written permission from World Vision International.

## 1. Introduction

## 1.1 Invitation to Bid

World Vision International, together with its affiliated offices across the globe that make up the World Vision Partnership, (“World Vision”) invites your organization to submit a proposal for the supply and delivery of Vehicles based on the specifications, requirements and terms and conditions set forth in this Request For Proposal (RFP). This RFP is intended to enable World Vision to identify a supplier to supply Vehicles.

This RFP describes our current understanding of our global needs; however these needs are subject to change. Your company is hereby invited to participate in and submit a RFP (Request for Proposal) for Vehicle Sourcing. World Vision International (WVI) will be inviting potential manufacturers which are all strong and highly regarded vehicle manufacturers.

WVI is sourcing for suppliers that can offer the most cost efficient solution with high quality of performance and sustainability.

## 1.2 Information about World Vision

**What World Vision is:**

World Vision is a non-profit, non-denominational Christian humanitarian aid and development organization that is dedicated to helping children and their communities worldwide reach their full potential by tackling the causes of poverty. With its origins in the 1950’s, World Vision is backed up by more than 2.5 million supporters, 20,000 churches, hundreds of corporations, and governments in nearly 100 countries.

**Who we serve:**

We serve poor children, families, and communities. Through means such as emergency relief, education, health care, economic development and promotion of justice, approximately 25,000 World Vision staff members assist impoverished communities help themselves. Our work touches approximately 100 million people in nearly 100 countries, assisting people regardless of religion, ethnic background, or gender.

**Why we serve:**

Motivated by our faith in Jesus, we serve the poor unconditionally, recognizing their individual dignity and honoring their God-given potential.

**Some ways in which we serve:**

***Community Development* -** Each community’s needs are different. We provide the resources that enable people to discover and use their own ideas and skills to move from poverty to self-sufficiency. Communities develop such things as access to clean water, reliable food production, basic health services, educational opportunities, microfinance programs to generate income, and AIDS prevention and care.

***Emergency Respons*e -** We respond to natural disasters and long-term humanitarian emergencies. We track potential crises, pre-position emergency supplies for effective rapid response, and remain after the crisis to help people rebuild their communities.

***Protecting Children* -** We believe in every child’s individual worth. We advocate for their well-being: for a world where orphans are cared for; where children are no longer forced to be soldiers, prostitutes, or laborers; and where they are safe and free from oppression.

For further information, we encourage you to visit our website at www.wvi.org.

# 2. Project Background and Anticipated Volumes

## 2.1 Where Are We and Where Are We Going

WVI has introduced last year an internal Vehicle Fleet Register that will eventually have all of WVI’s fleet vehicles entered into the system. There still is a clean-up of this system that is underway, but it is known that WVI has over 5000 four wheel vehicles worldwide. A breakdown of the make-up of the fleet is illustrated on the following graphs:

Data from charts from September 2012 Fleet Asset Register

The ultimate award, if any, resulting from this RFP will only apply to the World Vision offices that agree to participate in the proposed global arrangement.

## 2.2 Vehicle – Actual Spend in Fiscal Year 2012

**The Table below gives our actual spend during our FY 2012 for everything in regards to Vehicles (purchase, maintenance, service, insurance, etc.)**

Data from table from January 2013 FRSC (Phi)

**Vehicle – Budget for Fiscal Year 2013**

**The Table below gives our budget for FY 2013 for everything in regards to Vehicles (purchase, maintenance, service, insurance, etc.)**

Data from table from January 2013 FRSC (Phi)

## 2.3 Vehicle Replacement Guidelines

World Vision has adopted a new Replacement Guideline for older vehicles. Those Guidelines are as follows:

To reduce the amount of cash spent on the annual purchase of vehicles and motorcycles through a programmatic process to purchase vehicles in advance (planned and programmed purchases from the manufacturers) of their useful lifecycle while capturing the optimum residual value of the used vehicles and improving the overall age of the operational WV fleet downward or younger.

The maintenance cost of a vehicle are excessive against the established benchmarks before the due replacement date the vehicle should be replaced immediately.

Proper replacement of vehicles minimizes cost and assures safety of WV vehicles. WV has established a replacement cycle by model through life cycle analysis that predicts the optimum replacement time. The analysis considers depreciation, maintenance, fuel consumption, vehicle-preparation cost, overhead and resale value. In country operating conditions must also be taken into consideration. Newer vehicles are more technically advanced, have improved safety systems, produce fewer emissions and are more fuel efficient and therefore operates at the lowest total operating cost and is therefore the most cost effective for the organization.

#### Vehicles must be replaced as per the following parameters depending on which of the conditions comes first, either /or:

|  |  |  |
| --- | --- | --- |
| Type | Replacement based on years | Replacement based on kilometres |
| Sedan | 5 years | 150,000 km |
| Pickup | 5 years | 180,000 km |
| SUV | 5 years | 180,000 km |

#### Replacement of a vehicle prior to reaching either the age or kilometer limits must be considered when the total operating cost of the vehicle are excessive against the established standard for a vehicle of its age and/or usage.

## 2.4 Anticipated Volumes

Currently, orders through our Global Procurement Office stand at approximately 200 vehicles each year. With the establishment of the replacement guidelines in place vehicles will be replaced approximately every 5 years. With approximately 5000 vehicles in our fleet – that means an estimated 1000 vehicles will require replacement each year. Plus our aim is to centrally purchase the vehicles. With these two factors coming into play, it may take several years to get this fully implemented, but the potential will grow from the 200 vehicles to 500 on its way to approximately 800 vehicles replaced each year. It is fully expected that not all vehicles will be centrally procured for one reason or another.

# 3 RFP Timetable and Contact Information

## 3.1 RFP Timetable

|  |  |
| --- | --- |
| Event | Date |
| RFP Release | 18 May 2013 |
| Supplier’s Response of Intent to Bid | 24 May 2013 |
| Supplier’s Questions Submitted | 31 May 2013 |
| WVI’s Response to Questions | 14 June 2013 |
| Supplier’s Proposal Submitted | 19 July 2013 |
| Final Supplier(s) Selection | 30 August 2013 |
| Establish Framework Agreements Selection | September / October 2013 |

## 3.2 World Vision Contact Information

Suppliers will submit any inquiries, responses of intent to bid, clarification requests and submissions related to this RFP to the following WV contact:

World Vision International

800 West Chestnut Avenue

Monrovia, CA 91016 USA

Attn: Bob Wilson

Email: Bob\_Wilson@wvi.org or Global\_Procurement\_Office@wvi.org

**Suppliers may not enter into communications with other World Vision staff about this RFP without the prior written permission of the individual listed above.**

# 4. Instructions for Intent to Respond and Submitting Proposals

1. It is requested that suppliers notify in writing the individual listed in Section 3.2 either accepting World Vision’s invitation to participate in this RFP process or expressing your intention not to participate. It is encouraged that for suppliers to do so by faxing or e-mailing the Intent to Respond Form set forth in **Appendix I** no later than close of business on **24 May 2013**. Suppliers also need to designate the name of the person within your organization who will serve as the main contact for this process, along with his/her title, address, phone number and e-mail address. You agree to destroy any and all information in this document if you choose to decline participation our RFP process.
2. An exploratory conference call may be arranged to assist in the preparation of your written response and presentation/demonstration. If so, you agree to absorb any costs incurred in so doing. Please contact the individual listed in Section 3.2 should you need such a conference call. To ensure that the same level of information is conveyed equally to all suppliers, World Vision reserves the right to share questions and responses with all other suppliers.
3. You must submit two written hard copies and a separate electronic copy of your response, so that they are received by World Vision by close of business on **19 July 2013**. Any response received after this date may be considered non-responsive, and World Vision would not be obligated to engage your organization any further in our RFP process.

1. All responses and supporting documentation shall become the property of World Vision and will not be returned.
2. World Vision ultimately reserves the right throughout this process to select any servicing option that best meets its business requirements and to hold discussions with any and all respondents.
3. You must agree to the following conditions if you choose to respond to World Vision regarding this RFP:
4. Neither issuance of this RFP nor receipt of proposals represents a commitment on the part of World Vision International, World Vision or any office within the World Vision Partnership.
5. If World Vision chooses your organization, the global agreement in **Appendix 2** contains the minimum terms and conditions that will be included in any binding agreement between you and World Vision International, World Vision or any office in the World Vision Partnership. In your proposal submitted to WORLD VISION, you must indicate any issues you may have in accepting any of these terms and conditions.
6. World Vision will not be responsible for, or in anyway liable for, any costs incurred by suppliers in the preparation of any responses or presentations relating to this RFP.
7. This document is provided for the exclusive use of your organization and copies shall not be made available to any other party, without written consent from the individual listed in Section 3.2. Both you and World Vision acknowledge that they may come in contact with non-public information, which is considered confidential or proprietary to the other, including this document itself. Each party agrees not to use such information for its own benefit or allow it to be released to or used by others. Each party agrees to exercise reasonable care to prevent disclosure to any third party.
8. Neither party shall use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

# 5. Required Written Response

Suppliers need to respond in a format that refers to the following sections and numbered items and must specifically address each and every request for information contained herein. If you are unable to comply with any information requested, an explanation must be provided as part of the response. **See attached Questionnaire worksheet which will give you a format to supply answers.**

## 5.1 Company Information

1. List your company’s full name, corporate address, telephone number and fax number.
2. List your company’s primary contact and back-up contact for this RFP process. Please include title, address, telephone number, fax number and email address.
3. Describe your company’s philosophy, vision, mission and long-term strategy. Describe how this vision would benefit World Vision.
4. Describe your company’s position on forming strategic relationship with their clients.
5. Describe your experience in partnering with other global NGO clients (if any).
6. Provide your company’s audited financial statements for the current year and the last two fiscal years.
7. Provide a list of your major customers, with contact information, that are similar in size and culture as World Vision and have contracted with your company for similar requirements. World Vision may choose to contact them for reference purposes.
8. Provide a list of any subcontractors that your company uses or will use to provide the goods and/ or services requested by World Vision. You must specify the scope and duration of any and all third party arrangements for the provision of services to World Vision pursuant to this engagement. You must also commit to retaining full responsibility for the delivery of all services under this RFP at agreed quality levels regardless of whether those services are provided directly by your firm or through an alliance appraiser or subcontractor.
9. Describe any conflicts of interest that your company may have in entering into a relationship with World Vision.

## 5.2 Intentions and Goals of the RFP

Our intention is to source Project Vehicles well equipped and suited for the locations and terrain where WVI works and operates.

WVI’s overall goals and objective is to reduce the cost of purchasing over what our national offices pay on a local level. We anticipate that this could be significant in some offices and can be a saving as much as 38% in some offices. **This will be accomplished by the centralization of the procurement process for vehicles worldwide. *To ensure this happens we want a one-stop-shop.*** Meaning that the suppliers we deal with are able to handle both factory and stock orders and give us a comparison of price savings by ordering directly from the factory. Also we will want the supplier to be able to serve us in all the countries where World Vision has a presence.

To accomplish our goal and objective it is anticipated that WVI will enter into multiple framework agreements. How and who the framework agreements will be entered into will be at the discretion of WVI.

During the RFP period, business will continue as normal from a WVI’s perspective and it’s expected that existing agreements and service levels will be maintained by existing suppliers.

## 5.3 Product Description

**Product Description and technical documentation**

1. Supplier must provide a 1 (one) page Model Guide (w/pictures) will all the models that are included in their proposal (the idea is for WVI to share with our offices so they can see what is available).
2. Further to A above, the supplier must provide for each model offered, a 1 (one) page specifications sheet detailing the features and options available for each model. This one page can be front and back and should include picture(s).

## 5.4 Pricing & Pricing Methodology

1. Price sheet should be included with the supplier’s proposal indicating what the ex-works pricing of each of the models they are offering. This can be incorporated in what is being requested in 5.3 A and B**.** All prices quoted on price sheet should be based upon ex-works.
2. The supplier must provide, for comparison purposes, a quote for each of the vehicles based upon a CIP (Incoterms 2010) to the named location listed below which represents one country in the seven regions WVI has around the world. Directly below is a table giving the supplier a general idea of the format of the quote. We want to see a side-by-side comparison of the price and delivery difference between a stock vehicle and one from the factory.

|  |  |  |
| --- | --- | --- |
| Vehicle Make & Model | Stock Vehicle | Factory Vehicle |
| Specifications for the above vehicle would be listed here. | Ex-works price here. | Ex-works price here. |
| Options that would be added to base price would be listed here, but for sake of comparison, no options are requested at this time. |  |  |
| Subtotal |  |  |
| Discount – any discount that would be applicable should be listed here. |  |  |
| Freight |  |  |
| Insurance |  |  |
| Total CIP Unit Price |  |  |
| If multiple quantities were requested the extended price would be indicated here. |  |  |

We request the supplier to quote on appropriated project vehicle which they can sell, deliver, maintain and support in our different areas of operation and fit into the description of vehicle mix as provided.

Areas of operation for WVI / Country in region that should be basis of CIP price listed above.

* East Africa / (Kampala, Uganda)
* Southern Africa / (Lusaka, Zambia)
* West Africa / (Dakar, Senegal)
* South Asia Pacific / (East Timor)
* East Asia Pacific / (Ulaanbaatar, Mongolia)
* Middle East / (Kabul, Afghanistan)
* Latin and South America / (Tegucigalpa, Honduras)

The current vehicle mix of WVI includes:

* Hard Body SUV & Pickups 4x4
* Soft Body SUV 4x4 and 4x2
* Double Cabin Pickups 4x4 and 4x2
* Single Cabin Pickups 4x4 and 4x2
* 4 Seater Saloon Cars
* 16 Seater Mini Bus
1. Prices should also include full PDI (Pre Delivery Inspection) before delivery to the end user.
2. The supplier must provide how they propose to help in cost containment as the framework agreements that are to be established should go for 3 years. This may be fixed pricing for the duration of the agreement, supplier must clarify this in their proposal.

**Framework Agreement**

The Framework Agreement awarded will be on a Fixed Price basis (see 5.4 D) for a period of 3 Years.

**Language**

The quote, as well as all correspondence and documents relating to the offer shall be in English.

**Validity**

Proposal shall remain valid for 90 calendar days from the due date for receipt of proposal. In exceptional circumstances, prior to expiry of the original offer validity period World Vision may request that the Supplier extend the period of validity for a specified additional period. Supplier agreeing to the request will not modify their proposal.

## 5.5 Customer Service, Vehicle Maintenance, and Support

The areas of customer service & support and vehicle maintenance are critical for WVI and in the future play a significant role in our fleet management process. We invite you to provide us with proposed guidelines, products and value added services as well as how you will manage and assist WVI in this regard taking into account the different regions as per 5.4 B.

**Customer Service & Support**

In the new environment of a buyer/supplier the management of such a relationship on a partnership is the future. Furthermore with use of the life cycle model in the management of our fleet customer service and support is critical. From the moment that the buying decision is made throughout the life of operations to the day of disposal there should be service and support as part of this arrangement.

These could include but not limited to

* Procurement tracking
* Alternative finance options
* Fleet Management Systems
* Insurance
* Vehicle tracking
* Fleet safety programs including training
* Accident Management
* Disposal

**Vehicle Maintenance**

In the life cycle management of a vehicle maintenance plays a significant role. Well maintained vehicles also return better resale values, are more reliable and enable better utilisation of assets.

WVI intention is to utilise the franchise dealer when it comes to maintenance and repairs. This makes good sense as the dealer is supposed to be the best qualified and trained to do the work.

However most of our operations is outside the capital cities and currently our vehicles have to travel long distances (Up to 1500 km on a round trip) to be maintained according to the manufacturers standards which clearly is not cost effective.

We would like to see proposal how to effectively manage this looking at items such as but not limited to mobile workshops and field servicing, products such as managed maintenance, maintenance plans.

## 5.6 Internal Marketing Materials and Strategies (answers can be given on spreadsheet)

To maximize purchases, any agreements signed between the supplier and World Vision will need to be marketed internally to World Vision offices. Please provide information on proposed strategies to support internal marketing of your products to World Vision offices. Examples include information on the following questions:

* 1. What kinds of communication, will you give us when technical changes or model changes happen?
	2. We will want to ensure all orders go through our office creating centralized procurement. How will you position World Vision’s initiative within your corporate communications and marketing structures to ensure this occurs?
	3. Will you furnish us Literature we can post on our internal network or that we can send to our offices? The more concise the better. Needs to be in pdf format. This relates to information listed in 5.3 A&B.
	4. Do you have Internet base website where WVI offices can visit to see the latest models, specs, approved extras (this is not intended to have pricing).

## 5.7 Questionnaires

* 1. **I**n our Vehicle RFI that was issued in 2012, a Questionnaire was required to be submitted with the supplier’s information.
		1. If you submitted this questionnaire, we need confirmation everything is still current. If not we require that this is updated with current information. Let us know if we need us to resend your questionnaire back to you for verification.
		2. If you did not submit this questionnaire, please advice and we will send you the questionnaire to be completed.
	2. New questionnaire is included with this RFP that must be completed and submitted with your proposal. There will be additional information that will be required, but this questionnaire will also be useful as it will serve as a checklist to ensure all information has been submitted.

# 6. Evaluation and Agreement Formation

## 6.1 Evaluation Criteria

World Vision will evaluate proposals and select a supplier, at its discretion. A list of criteria we may use, include, but are not limited to the following:

1. Quality, reputation and performance of providing Vehicles, in a global environment. World Vision requires an opportunity to evaluate models/samples for testing.
2. Thoroughness of proposal preparation.
3. Demonstrated excellence in offering in country after sales service, support and extended warranties and the length of time offered.
4. Competitive pricing with the capacity to provide advance and locked global pricing as part of a very demanding marketing schedule.
5. Ability to offer vehicle maintenance and repairs in the various countries in which World Vision operates.
6. Ability to offer spare parts as a separate package for shipment to various locations
7. Ability to deliver the requested vehicles by the required dates.
8. Quality and finishes of Vehicles in line with World Vision’s requirements.
9. Ability of the selected supplier to work with World Vision to develop a co-marketing program directed at the global World Vision offices and capacity to creatively sustain the marketing strategy over the duration of the relationship with World Vision.
10. Capability of supplier to identify all elements leading to understanding of the actual landed costs by region/country and establish lead-time and fulfillment objectives.
11. Demonstrated ability to provide International account coordination and consolidated purchase reporting for World Vision management while enabling use of local accounts, support and services in our global areas of operation.

World Vision may require an oral presentation by suppliers after written proposals are received and reviewed by World Vision. If we require such a presentation, World Vision will schedule a time and place. Each supplier should be prepared to discuss and substantiate any of the areas of the proposal that is submitted, its qualifications for the services required and any other area of interest relative to its proposal.

World Vision reserves the right to make an award based solely on the proposals received, to modify the requirements prior to awarding, or to negotiate further with one or more suppliers. World Vision reserves the right to award a framework agreement to the supplier who, in their sole opinion, provides the best combination of cost and quality benefits.

## 6.2 Agreement Formation

All proposals received will be carefully evaluated by World Vision. World Vision will then select firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of evaluation criteria described above. World Vision will then conduct negotiations with the selected suppliers. After negotiations have been conducted, World Vision will select the supplier or suppliers that, in its opinion, have made the best overall proposal and execute a written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.

Issuance of this RFP, the preparation and submission of responses by suppliers and the subsequent receipt and evaluation of responses by World Vision shall not commit World Vision to award a framework agreement to any supplier. Furthermore, in no event shall choosing a specific supplier for presentation, negotiations or otherwise be construed to create any legal obligations on the part of World Vision. Only the execution of a written agreement by World Vision International, World Vision or an office within the World Vision Partnership and a supplier will be binding on the relevant parties in accordance with the terms and conditions contained in such agreement.

# Appendix 1 – Intent to Respond Form

**RFP: For the SUPPLY and DELIVERY of VEHICLES**

**To:** World Vision International

800 West Chestnut Avenue

Monrovia, CA 91016 USA

Attn: Bob Wilson

Email: Bob\_Wilson@wvi.org or Global\_Procurement\_Office@wvi.org

**From:** Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please state your intentions with regard to this RFP by checking one of the boxes below:

 ❑ We intend to respond to this RFP by 24 May 2013.

❑ We are not responding to this RFP and will destroy all associated materials by 25 May 2013. The reason we have decided not to respond is:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| Signature of Contact Person |  | Date |

### Appendix 2 – GLOBAL AGREEMENT

**AGREEMENT TO PROVIDE GLOBAL GOODS AND/OR SERVICES**

**BETWEEN:**

World Vision International (“WVI”)
800 W. Chestnut Avenue
Monrovia, CA 91016
Telephone: 626-303-8811

**AND**

[*Name of company or individual*] ("Supplier")
*[Address]*

*[Telephone number]*

Hereinafter the Parties, WVI and Supplier, agree to the following terms and conditions:

**1. Good and/or Services**

* 1. WVI has engaged Supplier as an independent contractor to provide the goods and/or services described in Attachment A, entitled Scope of Work, which is incorporated herein by reference.
	2. Supplier will coordinate with WVI in delivering these goods and/or the performing these services with *[insert name of WVI employee and title]* or his/her designee.
	3. Supplier will supply, at Supplier’s sole expense, all equipment, materials and/or supplies necessary to delivery the goods and/or perform the services under this Agreement.
	4. WVI reserves the right to reject any goods which are defective in material or workmanship, and may, in addition to any other legal remedies, return such goods to Supplier at Supplier’s expense or otherwise dispose of such goods in a commercially reasonable manner. Supplier will, at no additional cost, promptly conform the goods to WVI's reasonable satisfaction.

**2. Time Schedule**

* 1. Supplier will deliver the goods on *10 January 2013* at Supplier’s expense, to WVI’s operations in Kenya, at the following delivery address: *[insert delivery address] Supplier* will begin providing services on *2 January 2013*, and will *[“complete all services by” OR “continue providing services through”* *[insert date],* unless this Agreement has been terminated sooner in accordance with its provisions*.*

2.2 Shipment will be via *containerized sea shipment using a duly licensed and reputable international shipping agency.]*

2.3 Supplier will provide appropriate notification to WVI prior to shipment to enable WVI, or a third party inspection company of WVI’s choice, to inspect the goods prior to shipment.

2.4 Supplier will retain title to, and risk of loss for, the goods until they are delivered to WVI in Kenya.

* 1. Time is of the essence in performing this Agreement, and Supplier will ensure that the goods are delivered and the services are performed no later than as set forth above. If Supplier is late in meeting the designated time schedule, WVI reserves the right to deduct a penalty of 10% from Supplier’s fee for such goods/and or services.

**3. Payment and Expenses**

* 1. WVI shall pay Supplier for the goods at the following rates: *[insert itemized or lump sum fees $\_\_\_\_\_]*, which shall include any freight costs. WVI shall pay Supplier for the services hereunder at the rate of *[“\_\_\_\_ per hour” OR “\_\_\_\_ per day” OR “a lump sum of \_\_\_\_”, whatever has been agreed]*. The total payment for the goods and/or services under this Agreement shall not exceed *[$\_\_\_\_\_]*. All payment shall be made in [*insert currency*].
	2. In addition, WVI shall reimburse Supplier for reasonable travel (economy air fare only) and other expenses incurred by Supplier in the performance of services hereunder, provided that such expenses have been pre-approved by WVI and are supported by receipts or other appropriate documentation.
	3. Supplier shall submit a detailed invoice to WVI *[indicate frequency, e.g., “upon completion of this Agreement,” OR “once per month”, etc.]*, specifying the goods delivered and the services completed (including number of hours or days, if appropriate) and any related expenses incurred by Supplier during the period reported.
	4. WVI will pay Supplier approved fees and expenses accordance with this Agreement within thirty (30) days after receipt of invoice. No advances will be given to Supplier.

3.5 Supplier warrants and represents that the discount or prices with respect to the good and services provided pursuant to the Agreement are comparable to or better than the discount or prices offered prior to and as of the effective date, by Supplier to any of its customers with respect to similar good and services.

**4. Risk of Loss**

 **4.1 Supplier shall bear all risk of loss or damages to goods, until such time as received by World Vision, F.O.B. point notwithstanding.**

**5. Taxes**

5.1Supplier is an independent contractor. The execution of this Agreement does not create any other relationship between the parties.

5.2Supplier has sole responsibility for the payment of all applicable taxes (e.g., income, payroll, unemployment) relating to Supplier and Supplier’s employees arising from payments received under this Agreement.

5.3Supplier has sole responsibility for payment of sales, export and import duties and taxes, whether in the country of export or the country of import or any transit country, and ensuring that all necessary licenses or customs clearances are obtained.

**6. Insurance/Injuries**

6.1Supplier has sole responsibility and liability under this Agreement for the goods up to the point of delivery to WVI and for any bodily injuries to Supplier or Supplier’s employees, including responsibility to provide WVI with certificate of appropriate Workers Compensation insurance. Supplier hereby warrants to WVI that Supplier is in compliance with any applicable workers compensation insurance law. Supplier will provide either a certificate of worker’s compensation insurance or proof of being legally exempt from maintaining worker’s compensation insurance. Such evidence is required prior to starting work and prior to receiving any compensation.

6.2Supplier has sole responsibility to obtain any other desired insurance coverage (general liability, medical, travel, life, etc.) for Supplier and Supplier’s employees in performing this Agreement. WVI reserves the right to request Supplier to provide proof of insurance coverage.

6.3 Neither Supplier nor Supplier’s employees, workers, or subcontractors shall be deemed employees of WVI for any purposes, nor shall they be eligible to participate in any WVI employee benefit or insurance programs.

**7. Acceptance**

 **7.1 The acceptability of any goods and /or services provided by Supplier will be based on World Vision’s reasonable satisfaction. If any of the goods and/or services are not acceptable, World Vision will notify Supplier within thirty (30) days of receipt, specifying its reasons in reasonable detail, and Supplier will, at no additional cost, promptly conform the goods and/or services to World Vision’s reasonable satisfaction.**

**8. Security and Evacuation**

8.1 Supplier may be delivering goods and/or providing services hereunder in a country with existing or potential political or social unrest. Supplier agrees to assume all risks, including damage to person and property, resulting from any such unrest. Supplier is solely responsible for the safety of Supplier’s property and employees, and for obtaining any desired insurance protections with respect to Supplier’s work in such countries.

8.2 Should Supplier be delivering goods and/or providing services in a country where WVI has operations, Supplier will coordinate with WVI on security issues. WVI may include Supplier in the security and evacuation planning and procedures that WVI conducts for its own staff, but Supplier is responsible for assessing the adequacy of such plans and procedures to Supplier’s own satisfaction, and making alternative arrangements if judged necessary by Supplier.

**9. Confidentiality**

9.1 Supplier agrees to not discuss his/her provision of goods and/or performance of services under this Agreement with any third party without written consent from WVI.

9.2 Supplier agrees to hold in confidence for the benefit of WVI any and all confidential information which may be disclosed to Supplier or to which Supplier may have access, as a result of this Agreement, including the results of Supplier’s services hereunder.

**10. No Assignment or Subcontracting**

Supplier shall not assign his/her rights or obligations under this Agreement, in whole or in part, nor enter into any subcontract to perform any portion of this Agreement, without the written consent of WVI.

**11. Rights to Works and Inventions**

11.1 Supplier agrees that all materials, reports, information, documentation, inventions, discoveries, developments, innovations or other work product generated by Supplier in the course and scope of its performance under this Agreement are the property of WVI, whether it be as individual items or as a combination of components, and Supplier hereby assigns all rights, title and interest in and to such items to WVI. All of the foregoing will be deemed to be work made for hire and made in the course of services rendered and shall belong exclusively to WVI, with WVI having the sole right to obtain, hold and renew, in its own name and for its own benefit, patents, copyrights, registrations and other appropriate protection.

11.2 Supplier agrees that all inventions, discoveries, developments and innovations conceived by the Supplier prior to the term and service start date of this Agreement and utilized by Supplier under this Agreement are hereby licensed to WVI for use in its operations globally and for an infinite duration. This license is nonexclusive and may be assigned, without the Supplier’s prior written approval, by WVI to its wholly owned subsidiaries or to an office that is part of the World Vision Partnership.

**12. Representations by Supplier**

 Supplier hereby represents and warrants to WVI that:

12.1Supplier is in compliance with all applicable laws regarding business permits and licenses that may be required to carry out its obligations under this Agreement;

12.2Supplier is not a party to any agreement restricting Supplier’s ability to enter into this Agreement, and Supplier’s performance of this Agreement does not require the consent of any person or entity;

12.3Supplier warrants that all services under this Agreement will be performed in a competent, professional, workmanlike manner and conform to industry standards for quality.

12.4Supplier warrants that all goods furnished hereunder shall be free from defects in workmanship and material.

12.5Supplier’s employees will adhere to the attached World Vision Child Protection Behavior Protocols in respect to any interaction with children while performing under this Agreement.

12.6Supplier has full rights to use and to transfer to WORLD VISION any intellectual property utilized in performing under this Agreement.

12.7WVI’s use of the goods and performance of services in accordance with the terms of this Agreement, does not and will not violate, infringe or misappropriate any intellectual property rights or the laws or regulations of any governmental or judicial authority.

**13. Termination**

13.1WVI may terminate this Agreement at any time upon ten (10) days written notice should the anticipated funding for this project from its donor(s) be eliminated, or for any other reason. In the event of such a termination, Supplier will be paid approved fees and expenses for goods provided and/or services performed in accordance with this Agreement up to the date of termination.

13.2This Agreement may be terminated immediately by either Party in the event of a breach of the provisions herein by the other Party. The non-breaching party shall retain its rights as to any legal remedies or damages that are provided under the governing law.

13.3This Agreement may be terminated by either Party in the event of any intervening “force majeure” (natural disaster, war, etc.) recognized under the governing law. In the event of such a termination, Supplier will be paid approved fees and expenses for the goods provided and/or services performed in accordance with this Agreement up to the date of termination.

**14. Indemnification**

Supplier agrees to indemnify and hold harmless WVI and any of its affiliates or subsidiaries, and all of the officers, agents, and employees of WVI and such entities from any and all claims, liabilities, loss, or damages arising out of Supplier’s performance of this Agreement.

**15. WVI affiliates**

Supplier agrees that the goods and/or services purchased under this Agreement may be distributed and/or used by any of WVI’s affiliates and offices within the World Vision Partnership (“WV Offices”), including any microfinance institutions, and further agrees that the WV Offices may purchase separately under the terms of this Agreement. If the WV Offices purchase separately, they will assume the obligations and liabilities of WVI under this Agreement for their respective purchases.

**16. Governing Law, Settlement of Disputes**

16.1This Agreement shall be governed by the substantive law of the State of California*,*

16.2Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement, which remains unresolved after negotiation shall be settled by binding arbitration before the American Arbitration Association, according to its rules. The arbitration shall be conducted in Los Angeles County in the State of California and shall be conducted in the English language. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**17. Entire Agreement, Amendments**

17.1This Agreement supersedes any and all other agreements, oral or written, between WV and Supplier with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties.

17.2This Agreement may not be amended except by written agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement by their authorized representatives below:

**WORLD VISION INTERNATIONAL SUPPLIER**

Signature Signature

Printed Name Printed Name

Address Address

Telephone Number Telephone Number

Date Date