



## Request for Quotations (RFQ)

### **RFQ NO: USAID Okard-2-2024** **PART A: COVER PAGE**

**RFQ No.:** USAID Okard-2-2024

**Issuance Date:** 24 July, 2024

**Closing Date for Questions:** August 9, 2024 (5pm Indochina time, Vientiane, Lao PDR)

**Submission of Quotations:**

**Deadline for Receipt of Quotations:** August 14, 2024 (5pm Indochina time, Vientiane, Lao PDR)

**Submission to:** Quote and supporting documentation must be submitted in hard copy in a sealed envelope or via e-mail to the following:  
World Education Laos office, Phiawat Village, Sisattanak District, Vientiane Capital, Lao PDR.

Email: [weilaos@worlded.org](mailto:weilaos@worlded.org)

**Point of Contact:** Thongchanh Landsy, Deputy Project Manager, USAID Okard  
**Address:** World Education Laos, Phiawat Village, Sisattanak District, Vientiane Capital, Lao PDR. Tel: +856.21.214.524

**Procurement Description:**

World Education Inc. (herein referred to as “WEI”) is soliciting quotations for the supply and delivery of Four (4) vehicles (Two (2) vans and two (2) pick ups). This procurement is funded by the United States Agency for International Development (USAID) and is subject to all applicable Federal Rules and Regulations and Provisions.

Please submit your most competitive quotation in accordance with the instructions and product specifications. Any award issued as a result of this RFQ will be subject to all instructions, product specifications, certifications and terms and conditions included in this RFQ. This RFQ document includes the following parts:

- PART A: Cover Page
- PART B: Instructions
- PART C: Product Specifications & Requirements
- PART D: Quotation Form
- PART E: Certifications
- Attachment A: General Terms & Conditions
- Attachment B: Funder Required Clauses

WEI is committed to the highest standards of ethics and integrity in procurement. WEI has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. WEI also strictly prohibits collusion (bid rigging) between vendors and between vendors and WEI staff. WEI selects vendors on merit and will only engage vendors who demonstrate strong business ethics. Vendors must not

participate in bid-rigging or attempt to offer any fee, commission, gift, gratuity or any compensation in-kind or in monetary form to WEI employees. Vendors who do so will be disqualified from doing business with WEI. Additionally, WEI has a conflict of interest policy that requires staff to disclose when there is a potential conflict of interest due to the staff-member's relationship with a vendor, and if necessary, to refrain from participation in a procurement involving that vendor. If at any time your organization has concerns that an employee has violated WEI policy, you may submit a report via WEI's Code of Conduct Helpline at: [www.wei.ethicspoint.com](http://www.wei.ethicspoint.com).

## **PART B: INSTRUCTIONS**

### **A. Definitions:**

Offeror: The organization or firm providing quotes for the goods or services requested under this RFQ.

Buyer: World Education, Inc. - Herein referred to as WEI

### **B. Submission Deadline**

Quote and supporting documentation must be submitted in hard copy in a sealed envelope or via e-mail to the following:

World Education Laos office, Phiawat Village, Sisattanak District, Vientiane Capital, Lao PDR.

Email: [weilaos@worlded.org](mailto:weilaos@worlded.org) (Contact person Thongchanh Landsy)

Quotations must be received no later than (5pm Indochina time, Vientiane, Lao PDR) on August 14, 2024

Please reference the RFQ number (**RFQ USAID Okard-2-2024**) in the subject line of your email submission or marked on the front of the submitted sealed envelope.

Quotations received after the submission deadline will be marked late. WEI reserves the right not to consider quotations received after the submission deadline.

### **C. Questions:**

All questions and requests for clarification regarding this RFQ must be submitted in writing by (5pm Indochina time, Vientiane, Lao PDR) on August 9, 2024 to Thongchanh Landsy at the email:

[weilaos@worlded.org](mailto:weilaos@worlded.org)

Questions received after this date may not be considered.

### **Completed and signed Quotation form (Part D):**

1. Proposed items must fully comply with the technical specifications and requirements as stated in Part C.
2. Complete product description of each item must be provided along with a picture of the item. Catalog descriptions or brochures that highlight the feature of the product (s) offered should be included in an appendix.
3. Local suppliers must provide a fixed price quote in United States Dollars (USD).
4. International suppliers can provide a fixed price quote for each line item in United States Dollars (USD).
5. Quoted prices should be **Delivered Duty Unpaid (DDU)** to World Education Laos office in Vientiane Capital, Lao PDR. Quoted prices will be governed by the rules prescribed in the 2010 edition of Incoterms published by the International Chamber of Commerce.
6. Costs must include insurance, shipping, and handling costs for delivery if any (all-inclusive basis).
7. Please indicate all prices exclusive of VAT, Excise, and other taxes.
8. Warranty Terms. The offeror must include the terms of any express warranty. The warranty must be applicable and valid in Lao.
9. Bidders are required to explicitly mention the number of weeks it will take to deliver the goods after the order is placed. Please provide a realistic delivery time.

**Business Information:**

1. Valid business license/ certificate of up-to-date tax license.
2. Company Profile. This should include an overview of the company's experience in supplying commodities or services stated in this RFQ.
3. Past performance information such as the provision of references, client list, description of other similar tasks performed, etc., preferably from international NGOs.
4. Offeror should certify the financial viability and resources to provide offered goods/services within the period of performance by providing a copy of a similar amount of contract.

**Completed and signed certifications (Part E):**

1. Representations and Certifications
2. Certification Regarding Debarment, Suspension, or Proposed Debarment
3. Certificate Regarding Site of Manufacture and Shipping

**D. Source/Nationality:**

All goods and services offered in response to this RFQ must meet the source and nationality requirements set forth in the United States Code of Federal Regulations, 22 CFR 228. Cuba, Iran, Iraq, Libya, North Korea, and Syria are prohibited source countries and no goods can be produced or sourced from those countries.

**E. Award:**

WEI intends to issue a Fixed Price Purchase Order(s) to one or more suppliers who best meet the criteria specified in this RFQ and are determined to be responsible and eligible suppliers for the specified items.

**F. Evaluation & Selection Criteria:**

Quotations will be preliminary reviewed for basic responsiveness and completeness. The quotations must be submitted on time and meet all requirements as stated in Section D above. Quotations not meeting these requirements may not receive further consideration.

WEI will evaluate responsive quotations on a "best value" basis, considering a variety of factors including but not limited to technical acceptability of offered goods/services, product quality, price, lead time, warranty and past performance.

**G. Terms of Award**

This document is a request for quotations only, and in no way obligates WEI or its donor to make any award. Please be advised that under a Fixed Price Purchase Order the goods/services must be delivered within the quoted total price. Any expenses incurred in excess of the agreed upon amount in the purchase order will be the responsibility of the Vendor and not that of WEI. Therefore, the Offeror is duly advised to provide its most competitive and realistic quotation to cover all foreseeable expenses related to supply of the requested items.

**H. Payment Terms**

WEI payment cycle is net 30 days upon receipt of goods/services, inspection and acceptance of goods/services as in compliance with the terms of the award and receipt of vendor invoice. Full cooperation with WEI in meeting the terms and conditions of payment will be given the highest consideration.

**I. Delivery Terms**

All items must be delivered to World Education Laos, Phiawat Village, Sisattanak District, Vientiane

Capital, Lao PDR within the timeframe or delivery dates specified in the quotation. The offeror must provide realistic time for delivery of goods taking into account all the factors from receipt of award to the delivery at required destination. WEI may impose financial penalties for not delivering within the committed timeframe.

**J. Offer Validity**

The Offeror's quotation must remain valid for not less than 120 calendar days after the deadline specified above.

**K. Negotiations:**

The Offeror's most competitive quotation is requested. It is anticipated that any award issued will be made solely on the basis of these quotations. However, WEI reserves the right to request responses to additional technical, management and cost questions which would help in decision making. WEI also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a contract with selected offerors. In the event that an agreement cannot be reached with a selected supplier, WEI reserves the right to enter into negotiations with alternate Offerors for the purpose of making the award without any obligation to previously considered offers.

**L. Rejection of Quotations:**

WEI reserves the right to reject any and all quotations received or to negotiate separately with any and all competing Offerors.

**M. Incurring Costs:**

WEI is not liable for any cost incurred by Offerors during preparation, submission, or negotiation of an award for this RFQ. The costs are solely the responsibility of the Offeror.

**N. Modifications:**

WEI reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or amend the specifications and scope of work specified in this RFQ.

**O. Cancellation:**

WEI may cancel this RFQ without any cost or obligation at any time until issuance of the award.

## **PART C: PRODUCT SPECIFICATIONS & REQUIREMENTS**

<b>Item No.</b>	<b>Product Description with Specifications</b>	<b>Unit of Measure</b>	<b>Quantity Required</b>
1	<p>12-seater van</p> <p>Van accommodating one driver and 11 passengers’ seats on split and/or bench seats with driver/passenger front side doors and one side sliding door and one back door..</p> <ul style="list-style-type: none"> <li>- Engine Displacement: minimum 2700cc</li> <li>- Engine Type: 4-cylinder, 16-valve, diesel</li> <li>- Steering: Left Hand Drive, Power Assisted Steering</li> <li>- Transmission Type: manual preferred (or automatic/manual options considered)</li> <li>- Brake, Front: Disc/Drum or Disc/Disc</li> <li>- Fuel Type: Diesel</li> <li>- Fuel Tank Capacity: Manufacturer’s Standard</li> <li>- Number of seats: minimum 12</li> <li>- Wheels/Tires s: Standard Wheels with (1) Spare</li> <li>- Air-conditioning System: Manufacturer’s Standard</li> <li>- Airbags - Front, Driver, and passenger seat-mounted side.</li> <li>- Four-Wheel Anti-Lock Brakes.</li> <li>- Remote Keyless Entry System.</li> <li>- Inclusions: Warranty: Three (3) years or 100,000 km, whichever comes first.</li> <li>- Color of the Unit: White</li> </ul>	Vehicle	2
2	<p>4x4 pick up complies with the following minimum requirements unless specified:</p> <p>Pick-up 4x4 double cab accommodating one driver and four passengers’ seats on split and/or bench seats with four side doors. A pick-up truck is designed to carry both passengers and cargo.</p> <ul style="list-style-type: none"> <li>- Engine Displacement: between 2000cc - 2800cc</li> <li>- Engine Type: 4-cylinder, 16-valve, diesel</li> <li>- Steering: Left Hand Drive, Power Assisted Steering</li> <li>- Transmission Type: manual preferred (automatic/manual</li> </ul>	Vehicle	2

	<p>options considered)</p> <ul style="list-style-type: none"> <li>- Brake, Front: Disc/Drum or Disc/Disc</li> <li>- Fuel Type: Diesel</li>   <li>- No of Doors: 4 Doors</li> <li>- Fuel Tank Capacity: Manufacturer’s Standard</li> <li>- Wheels/Tires s: Standard Wheels with (1) Spare</li> <li>- Air-conditioning System: Manufacturer’s Standard</li> <li>- Airbags - Front, Driver, and passenger seat-mounted side.</li> <li>- Four-Wheel Anti-Lock Brakes.</li> <li>- Remote Keyless Entry System.</li> <li>- Inclusions: Warranty: Three (3) years or 100,000 km, whichever comes first.</li> <li>- Color of the Unit: not specified - open to manufacture options/ availability</li> </ul>		
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**Note:** Brand names, if any, are for reference only. Other manufacturer’s products will be considered if they have the same salient technical characteristics.

WE encourage the vendors to include quotations for all products in their range that meet the above specifications.

Vendors may bid for either/both of the items above according to their ability to provide the item.

## **PART D: QUOTATION FORM**

Offeror's Name and address:

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Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please note:

1. Prices are to be stated in USD currency.
2. All goods offered must be suitable for use in Laos.
3. In case of a discrepancy between the unit price and the total, the unit price shall prevail.
4. Describe after-sales service, Including services available in Vientiane and Provinces (Savannakhet, Xieng Khuang and Sekong) through authorized dealers in Laos.
5. Deliver lead time (number of calendar days) after confirming Purchase order/contract
6. Minimum 120 calendar days of validity after the issued date.

Item No.	Product Description / Specifications (Make & Model)	Unit	Quantity	Price		Lead Time
				Unit Price	Total Price	
<b>TOTAL</b>						

Validity of Quote: 120 calendar days from deadline

Warranty: \_\_\_\_\_

*The offeror agrees to furnish any or all items upon which prices are offered at the price specified herein, delivered at the designated points, within the time specified in the schedule and in accordance with the terms of this solicitation.*

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*The offeror may use a different format but must provide all information as required in this quotation form.*



## **PART E: CERTIFICATIONS**

### **A. Representations & Certifications**

#### Part I – Certifications and Assurances

##### **1. Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

##### **2. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**

By signing and submitting this application, the prospective Vendor provides the certification set out below:

1. The Vendor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Vendor pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury’s Office of Foreign Assets Control (OFAC).
2. The following steps may enable the Vendor to comply with its obligations under paragraph 1:
  - a. Before providing any material support or resources to an individual or entity, the Vendor will verify that the individual or entity does not (i) appear on the master list of Specially Designated

Nationals and Blocked Persons, which is maintained by OFAC, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Vendor.

- b. Before providing any material support or resources to an individual or entity, the Vendor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Vendor should refer to the consolidated list available online at the Committee’s Web site: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
- c. Before providing any material support or resources to an individual or entity, the Vendor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- d. The Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification -

- a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
  - (i) “Training” means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
  - (ii) “Expert advice or assistance” means advice or assistance derived from scientific, technical, or other specialized knowledge.
- b. “Terrorist act” means -
  - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
  - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
  - (iii) other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Vendor’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Vendor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Vendor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it will be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

### **3. Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction**

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –
- (1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or
  - (2) “Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

It is USAID’s policy that no award may be made to any organization covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Applicant Representation:

- (1) The Applicant represents that it is [ ] is not [ ] an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) The Applicant represents that it is [ ] is not [ ] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **4. Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)**

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Vendor requires any of its employees or subrecipients to sign regarding nondisclosure of vendor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that vendor employees or subrecipients sign at the behest of a Federal agency.

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

- (b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal

confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

- (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) Representation. By submission of its application, the prospective Vendor represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

**5. Certification of Vendor**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete. These assurances are binding on the Vendor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Vendor.

**Vendor Name:** \_\_\_\_\_

**Signatures:** \_\_\_\_\_

**Signatory Name:** \_\_\_\_\_

**Signatory Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**B. Certification Regarding Debarment, Suspension, or Proposed Debarment**

By signing and submitting this certification, the offeror certified that neither it nor any of its Principals are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or otherwise declared ineligible from participation in this transaction by any Federal department or agency.

**Vendor Name:** \_\_\_\_\_

**Signatures:** \_\_\_\_\_

**Signatory Name:** \_\_\_\_\_

**Signatory Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**C. Certification Regarding Source and Shipping**

By signing and submitting this certification, the offeror certified that:

The source country/countries of all goods described and quoted in response to RFQ No.USAID Okard-2-2024 is/are: \_\_\_\_\_

*Source* means the country from which a good is shipped to the cooperating/recipient country or the cooperating/recipient country itself if the good is located therein at the time of the purchase, irrespective of the place of manufacture or production, unless it is a prohibited source country. Where, however, a good is shipped from a free port or bonded warehouse in the form in which received therein, “source” means the country from which the good was shipped to the free port or bonded warehouse.

All goods are new and have not been sourced from: Cuba, Iran, Iraq, Laos, Libya, North Korea, or Syria.

In the event of ocean shipment of goods, all goods described and quoted in response to this RFQ No.USAID Okard-2-2024 will be shipped from \_\_\_\_\_ to Vientiane Capital, Lao PDR in accordance with USG Flag Carrier requirements.

**Vendor Name:** \_\_\_\_\_

**Signatures:** \_\_\_\_\_

**Signatory Name:** \_\_\_\_\_

**Signatory Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_