Request for Quotation (RFQ) Number: CD7717

For the Procurement of: Motorcycles

Funded by: USAID

Date: 4/4/2024.

Closing Date: 4/18/2024

I. INTRODUCTION:

CRS is accepting quotations from suppliers to provide Motorcycles for the CRS Office in the Democratic Republic of Congo.

<table>
<thead>
<tr>
<th>LINE</th>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOTORCYCLE</td>
<td>YAMAHA DT125 MOTORCYCLES (OR EQUIVALENT) BLUE OR WHITE COLOR WITH TOOL BOXES.</td>
<td>30 each</td>
</tr>
<tr>
<td>2</td>
<td>MOTORCYCLE</td>
<td>BAJAJ MOTORCYCLES TYPE 124.4 CC MODEL : CT 125X, (OR EQUIVALENT) IN BLUE OR WHITE COLOR WITH TOOL BOXES.</td>
<td>90 each</td>
</tr>
<tr>
<td>3</td>
<td>ACCESSORY</td>
<td>MOTORCYCLE HELMET (FULL FACE)</td>
<td>240 each</td>
</tr>
</tbody>
</table>

II. REQUIREMENTS & CONDITIONS:

A. Incoterm 2020 (insured): CIP
B. Mode of Transport: Sea
C. Delivery Location: 12 Bis Av, Nyembo Quartier SOCIMAT, Commune Gombe-Kinshasa, DRC
D. US Flag: US Flag carrier is required to the furthest extent possible (see note/J below)
E. Latest Delivery Date: 5/30/24 (Lead time must be indicated on the quote).
F. Bid Validity: The quote must be valid for 30 days from the submission date.
G. Payment Terms: N30 upon delivery to CRS office
H. Currency: USD
I. Language: All documentation, including installation and operating manuals, shall be in English.
J. **Other**: Freight must be quoted using a US Flag carrier. In the case that is not an option, bidder must provide evidence of 3 carriers who have confirmed why a US Flag vessel cannot be quoted for transit of this shipment and such information must be provided by bidder with quotation. All quotations must confirm that freight quoted is quoted as shipping on a US Flag vessel OR include the required backup to advise why a US Flag vessel shipment is not possible.

III. **QUOTE SUBMISSION**: Quotes are to be submitted by email to: adeniyi.ajuwon@crs.org no later than the bid due date (extension requests must be received in advance of the bid due date). Submissions must not exceed 10MB and should specify the RFQ number in the message subject line.

IV. **EVALUATION**: Received quotes will be evaluated using a 2-stage process:

A. **Responsiveness [Pass/Fail]**:Quotes must be complete and compliant. A quote will be deemed complete and compliant if the quote is signed, meets product specifications, is valid for at least 30 days, and is substantively responsive to the terms and conditions of the RFQ.

B. **Price & Lead Time Evaluation**: Responsive quotes will undergo Price & Lead Time Evaluation as follows:
   i. **Price 80%**: The supplier with the lowest total price will be awarded 80 points. All other bidders’ scores will be decreased by 1% for every 1% increase in price from the lowest total price.
   ii. **Delivery Date 20%**: Delivery to destination is to be completed within 60 DAYS from receipt of purchase order. No credit will be given for earlier delivery dates. All bids that meet the acceptable range shall receive 20 points. All other bidders’ scores will decrease by 1% point for each week beyond the acceptable range.

V. **Rejection of Award**:

A. CRS may reject any quote that is not substantively responsive to the terms and conditions of the RFQ.

B. CRS is not bound to accept the lowest or any quote and reserves the right to accept any quote in whole or in part and to reject any or all quotes without assigning any reason therefore and to Contract on any of the terms offered or on different terms.

C. CRS will send a Notice of Award to the winning bidder. The winning bidder agrees to acknowledge the purchase order by email upon award within one (1) business day under the terms and conditions stated herein.

VI. **Eligibility**:

Vendors must not be associated or have been associated in the past directly or indirectly with a firm or any of its affiliates that have been engaged by CRS to provide services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this request for quotation.
Bidders, Suppliers, and Service Providers, while conducting their activities, are expected to comply with the following policies and regulations:

- **CRS Suppliers and Service Provider Code of Conduct:** [https://www.crs.org/sites/default/files/supplier_code_of_conduct.pdf](https://www.crs.org/sites/default/files/supplier_code_of_conduct.pdf)
- **Donor Specific Requirements:** The Supplier agrees to adhere to the Donor Specific Requirements (Annex B).

**VII. Cost of Providing Quotes:**
Bidders shall bear all costs associated with the preparation and submission of the quote, and CRS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

**VIII. Clarification and Amendments of Request for Quotation:**
To assist in the examination, evaluation and comparison of Quotes, CRS may, at its discretion, ask the Supplier/Vendor for clarification of its Quote. The request for clarification and the response shall be in writing and no change in price or substance of the Quote shall be sought, offered, or permitted.

CRS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective supplier/vendor, amend the Request for Quotation. To afford prospective suppliers/vendors reasonable time in which to take the amendments into account in preparing their offers, CRS may, at its discretion, extend the deadline for the submission of quotes. Any amendments will be published in the same manner as the present tender.

**I. Ineligible Equipment or Services:**
Any offer for the supply of the following will not be eligible for consideration:

A. Telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

B. Any other telecommunications or video surveillance provider produced or provided by an entity that the U.S. Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Annex B: Donor Specific Requirements

I. General

1. CRS received the award from the United States Agency for International Development (the “Donor”). The Vendor understands and acknowledges that the Donor is the source of CRS’ funding for this Agreement and that the Donor’s regulations and other requirements (collectively, the “Regulations”) apply to the Vendor’s performance under this Agreement. The Vendor agrees to comply with the Regulations, including, but not limited to the applicable provisions of 2 CFR 200, 22 CFR 228 and the Mandatory and Required as Applicable Standard Provisions for U.S. Nongovernmental Organizations (the “Standard Provisions”). The Regulations are incorporated herein by reference and constitute an integral part of this Agreement. In particular, the Vendor understands and acknowledges the applicability of the following selected Regulations.

II. Record Retention, Access, and Inspections

1. The Vendor shall keep, collect, transmit, and store complete and accurate financial records, supporting documents, statistical records, and all other records pertinent to the Vendor’s performance under this Agreement (the “Records”) in compliance with the requirements of 2 CFR 200.333 through 337 (Record Retention and Access). The Records shall be maintained in a manner that permits verification of the Vendor’s compliance with its obligations under this Agreement. The Records must be retained for a minimum of three years from the date of submission of the final invoice by the Vendor to CRS. This period shall be extended:
   a. if any litigation, claim or audit is started before the expiration of the three-year period, in which case the Records must be retained until all litigation, claims or audit findings involving the Records have been resolved and final action taken;
   b. when the Vendor is notified in writing by the Donor, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs or CRS to extend the retention period; or
   c. if applicable law requires a longer retention period for the Records.

2. Each of CRS and the Donor and its respective representatives shall have the right to monitor and inspect activities related to this Agreement. In addition, the Vendor shall provide right of access (the “Right of Access”) to the Records and any other documents or papers of the Vendor which are pertinent to the Vendor’s performance under this Agreement to the Donor, Inspectors General, the Comptroller General of the United States and CRS, or any of their authorized representatives, in order to make audits, examinations, excerpts and transcripts. The Right of Access also includes timely and reasonable access to the Vendor’s personnel for the purpose of interview and discussion related to such documents. The Right of
Access is not limited to the Record retention period required under this Agreement and applicable law but lasts as long as the Records are retained. The Right of Access, regardless of whether exercised, does not relieve the Vendor of its obligations under this Agreement.

III. Code of Conduct and Marking

1. The Vendor shall maintain written standards of conduct governing the performance of its employees engaged in the performance of its obligations under this Agreement, the administration of this Agreement and any related contracts. No employee, officer or agent of the Vendor shall participate in the selection, award or administration of this Agreement or a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees and agents of the Vendor shall neither solicit nor accept gratuities, favors or anything of monetary value from vendors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees or agents of the Vendor.

2. As a condition of receipt of this Agreement, marking with the USAID Identity of a size and prominence equivalent to or greater than CRS’, the Vendor’s, other donor’s or third party’s is required. The Vendor shall mark and brand its work performed under this Agreement and any public communications in accordance with CRS’ additional written instructions.

IV. Appendix II Provisions

1. The Vendor agrees to comply with the applicable provisions of Appendix II to 2 CFR 200, which provisions are incorporated herein by reference.

V. Debarment, Suspension, Ineligibility and Voluntary Exclusion (June 2012)

1. The Vendor certifies that neither it nor any of its affiliates or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in United States Federal assistance programs or activities.

VI. Prohibition against trafficking in persons

1. The Vendor and its employees, labor recruiters, brokers or other agents as well as its contractors at any tier, must not engage in:
   a. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of the Award;
   b. Procurement of a commercial sex act during the period of the Award;
   c. Use of forced labor in the performance of this Agreement;
   d. Acts that directly support or advance trafficking in persons, including the following acts:
      i. destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
ii. failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
   
   (1) exempted from the requirement to provide or pay for such return transportation under this Agreement; or
   
   (2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.

iii. soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations or promises regarding that employment.

iv. charging employees recruitment fees; or

v. providing or arranging housing that fails to meet the host country housing and safety standards.

2. In the event of a violation of Section VII.1, CRS is authorized to terminate this Agreement without penalty and each of CRS and the Donor is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

3. If the Vendor receives any credible information from any source that alleges that the Vendor or any of its contractors or agents have engaged in any of the prohibited activities identified in this provision, the Vendor must immediately notify CRS in writing and must fully cooperate with any CRS or U.S. Government agencies responsible for audits, investigations or corrective actions relating to trafficking in persons.

4. For purposes of this Section VI, “employee” means an individual who is engaged in the performance of this Agreement as a direct employee, consultant or volunteer of the Vendor.

5. The Vendor must include in all agreements a provision prohibiting the conduct described in Section VI.1 by the contractor or any of its employees.

VII. Other Clauses

1. all disclose in writing to CRS all violations of Federal criminal law involving fraud, bribery or gratuity violations The Vendor shall not violate any applicable sanctions program or related law, including, but not limited to, the sanction regulations promulgated by the United Nations and the U.S. Government. In addition, the Vendor agrees to comply with any applicable export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce.
2. The Vendor represents that (a) it is not and (b) it is not 50% or more owned by one or more individuals or organizations that are:

(i) on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"),

(ii) located, organized or resident in a country or territory that is the subject of OFAC comprehensive economic sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and the Crimea or

(iii) otherwise, subject to sanctions administered by OFAC, the United Nations, HM Treasury, the European Union or any other relevant sanctions authority.

2. Pursuant to 2 CFR 200.112 (Conflict of interest), the Vendor shall disclose in writing any potential conflict of interest to CRS in accordance with applicable Donor policy. In addition, the Vendor shall comply with the whistleblower protections provided by applicable law, including, but not limited to, 41 U.S.C. 4712.

3. Pursuant to 2 CFR 200.113 (Mandatory disclosures), the Vendor potentially affecting this Agreement. The Vendor must make this disclosure to CRS no later than thirty (30) calendar days after the date on which the Vendor becomes aware of such a violation.

4. The Vendor certifies, to the best of its knowledge and belief, that no funds have been paid or will be paid, by or on behalf of the Vendor, 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 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, loan or cooperative agreement. The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subawardees shall certify accordingly.

VIII. The Standard Provisions

The following tables list the titles of the Standard Provisions (version: file name 303maa_11192020 dated 11/19/2020). The applicability of each Standard Provision to this Agreement is indicated next to its title. The full text of the Standard Provisions is available at the USAID website (https://www.usaid.gov/ads/policy/300/303maa) and a copy of the Standard Provisions is available from CRS upon request. The Vendor agrees to comply with the terms of the Standard Provisions that apply to this Agreement as set forth below.

All references to “grantee,” “recipient” or similar terms shall be deemed to refer to the Vendor and all references to “Federal Subgranting agency,” “Grant Officer,” “Agreement Officer,” “Agreement Officer Representative,” “USAID,” “the Government” or similar terms shall be deemed to refer to CRS. In replacing these references as set forth above, inconsistencies may develop between the terms and
conditions of this Agreement and the Standard Provisions. In the event of any such inconsistencies, the terms and conditions of this Agreement shall control.

<p>| MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS |
|---------------------------------|-----------------|-----------------|</p>
<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>M8</td>
<td>USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAY 2020)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M9</td>
<td>DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M12</td>
<td>PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M13</td>
<td>MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M17</td>
<td>TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M18</td>
<td>OCEAN SHIPMENT OF GOODS (JUNE 2012)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M20</td>
<td>TRAFFICKING IN PERSONS (APRIL 2016)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M22</td>
<td>LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M24</td>
<td>PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M26</td>
<td>PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M28</td>
<td>MANDATORY DISCLOSURES (NOVEMBER 2020)</td>
<td>Applicable</td>
</tr>
<tr>
<td>M29</td>
<td>NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)</td>
<td>Applicable</td>
</tr>
</tbody>
</table>

<p>| REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS |
|---------------------------------|-----------------|-----------------|</p>
<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAA13</td>
<td>REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)</td>
<td>Applicable</td>
</tr>
<tr>
<td>RAA18</td>
<td>USAID DISABILITY POLICY – ASSISTANCE (DECEMBER 2004)</td>
<td>Applicable</td>
</tr>
<tr>
<td>RAA27</td>
<td>CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)</td>
<td>Applicable</td>
</tr>
</tbody>
</table>