



REQUEST FOR QUOTATIONS (RFQ) RFQ NO: SAFE-21-012-LES

PART A: COVER PAGE

RFQ No.: SAFE-21-012-LES

Issuance Date: April 22, 2021

Closing Date for Questions: April 30, 2021; 5:00pm EST

Submission of Quotations:

Deadline for Receipt of Quotations: May 11, 2021; 5:00pm EST

Submission to: SAFEprocurementUS@jsi.com

Point of Contact: Shahzad Akbar

Procurement Description: Procurement of Laboratory Equipment & Supplies

John Snow, Inc. (herein referred to as "JSI") is a public health management consulting organization dedicated to improving the health of individuals and communities through improved quality, access, and equity of health services and improved health systems. JSI is soliciting quotations for the supply and delivery of laboratory equipment and supplies for its USAID/Zambia Supporting an AIDS-Free Era (SAFE) Project. This procurement is funded by the United States Agency for International Development (USAID) and is subject to all applicable Federal Acquisition Regulations (FAR) and AID Acquisition Regulation (AIDAR).

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: Standard General Terms & Conditions

JSI is committed to the highest standards of ethics and integrity in procurement. JSI has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. JSI also strictly prohibits collusion (bid rigging) between vendors and between vendors and JSI staff. JSI 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 JSI employees. Vendors who do so will be disqualified from doing business with JSI. Additionally, JSI 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 JSI policy, you may submit a report via JSI's Code of Conduct Helpline at: www.jsi.ethicspoint.com.



PART B: INSTRUCTIONS

A. Definitions:

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

Buyer: John Snow, Inc. - Herein referred to as JSI

B. Submission Deadline

Quotations must be received no later than **5:00pm EST on May 11, 2021** to the following email:

SAFEprocurementUS@jsi.com.

Please reference “**RFQ No. SAFE-21-012-LES**” in the subject line of your email submission or questions. Quotations received after the submission deadline will be marked late. JSI reserve 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 by April 30, 2021; 5:00pm EST to SAFEprocurementUS@jsi.com. Questions received after this date may not be considered.

D. Quotation Requirements:

1. Technical Requirements:

- i. Proposed items must fully comply with the technical specifications mentioned in the RFQ.
- ii. Complete product description of each item must be provided along with complete make and model information of the offered item.
- iii. A product catalogue or complete technical brochure that highlight the feature of product (s) offered along with picture **MUST** be attached with the quotation.
- iv. Quotations must include, at a minimum, all of requirements and specifications as listed in the Product Specifications, Part C.
- v. Warranty Terms. The guarantee and warranty must be applicable and valid in Zambia for the equipment listed on Schedule A in Part C. This should include detail of service during the warranty period.
- vi. Delivery Period: Number of weeks to deliver the equipment and supplies after the order is placed. Please provide realistic delivery time. Vendors with short lead-time will be given the preference.
- vii. Detailed description of the after sales services provided.
- viii. Where applicable, a copy of manufacturer’s authorization as agent, distributor or reseller must be attached. Preference will be given to the vendor who have official authorization by the respective manufacturers particularly for the sophisticated lab equipment.
- ix. Provide certifications such as USFDA 510k and/or CE mark or equivalent by the standard regulatory bodies in the country of manufacturing.
- x. Goods must be new. Used or reconditioned items are not acceptable.

**2. Cost Information Requirements:**

- i. Submit quotation form (Part D).
- ii. International suppliers should provide unit fixed price quote for each line item in United States Dollars (USD).
- iii. Local suppliers should provide fixed price quote for each line item in Zambia Kwacha (preferred).
- iv. Quoted prices should be CIP, Lusaka, Zambia (air/road freight). Quoted prices will be governed by the rules prescribed in the 2020 edition of Incoterms published by the International Chamber of Commerce.
- v. JSI is exempted from payment of VAT and duties. Appropriate customs duty exemption/waiver documentation will be provided to successful bidder(s) in due course.
- vi. Freight costs (air-freight) must be included in the price or should be provided separately for each line item. All air-freight shipments must comply with Fly America regulations (Regulation reference: FAR 52.247-63, Preference for U.S. Flag Air Carriers).
- vii. Costs must include insurance, shipping and handling cost for delivery, if any (all-inclusive basis).
- viii. VAT, duties and any applicable taxes must be quoted separately from the total price.

3. Business Information Requirements:

- i. Valid business license/ certificate of incorporation.
- ii. Company Profile. This should include overview of company's experience in the supply of commodities or services as stated in this RFQ.
- iii. Past performance information such as provision of references, client list and description of other similar tasks performed, etc. preferably from international NGOs.
- iv. Offeror should certify as to the financial viability and resources to provide offered goods/services with the period of performance.

4. Completed and signed certifications (Part E).

- a) Representations and Certifications
- b) Certificate Regarding Site of Manufacture and Shipping

E. Source/Nationality:

All goods and services offered in response to this RFQ must meet the source and nationality requirements set forth in United States Code of Federal Regulations, 22 CFR 228. Cuba, Iran, North

Korea, and Syria are prohibited source countries and no goods can be produced or sourced from those countries. The authorized geographic code for this RFQ is 935, meaning goods can be sourced from any country except prohibited source countries.

F. Award:

JSI 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.

**G. 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.

JSI will evaluate responsive quotations on a “best value” basis, considering a variety of factors including but not limited to conformance to the required specifications, technical acceptability of offered product, ability to provide after sales and service, authorized representation, lead-time, warranty and its coverage in Zambia and past performance.

H. Terms of Award

This document is a request for quotations only, and in no way obligates JSI 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 JSI. 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.

I. Payment Terms

JSI 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 JSI in meeting the terms and conditions of payment will be given the highest consideration.

J. Delivery Terms

All items must be delivered to Zambia as stated in part C within the timeframe or delivery dates specified in the quotation. The offeror must provide realistic time for delivery of goods taking in to account all the factors from receipt of award to the delivery at required destination. JSI may impose financial penalties for not delivering within the committed timeframe.

K. Offer Validity

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

L. 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, JSI reserves the right to request responses to additional technical, management and cost questions which would help in decision making. JSI 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, JSI reserves the right to enter into negotiations with alternate Offerors for the purpose of making the award without any obligation to previously considered offers.

M. Rejection of Quotations:

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



N. Incurring Costs:

JSI 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.

O. Modifications:

JSI 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.

P. Cancellation:

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



PART C: PRODUCT SPECIFICATIONS & REQUIREMENTS

Sr.	Item Description	Specifications	Unit	Required Quantity
Schedule – A (Equipment)				
1	Autoclave	<ul style="list-style-type: none"> ▪ Class B tabletop autoclave ▪ Fully automatic, horizontal type steam sterilizer ▪ Control Panel, Color LCD touch panel Display, easy reading ▪ Chamber volume capacity: 24 liters approximately ▪ Number of trays: 3-4 with handles ▪ Sterilization at 121°C to 134°C ▪ Stainless steel inner chamber, non magnetic, non corrosive or equivalent material ▪ Automatic control for sterilization cycles ▪ Self locking door ▪ Water drain valve and low water sensors ▪ Safety valve and low water cut off valve, easy water filling access ▪ Closed door drying ▪ Power Requirements: Suitable for use in Zambia. 220-240V; 50 Hz; Plug type G ▪ Technical manual with complete operational accessories ▪ Comply with international sterilization standards ANSI/AAMI ▪ International Warranty valid in Zambia ▪ Ability to provide for after-sales parts and service in Zambia ▪ Voltage stabilizer ▪ User Manual in English ▪ A set of manufacturer recommended spares, strips, kit etc. if any ▪ FDA/CE approved 	Each	35
2	Tissue Processor	<ul style="list-style-type: none"> ▪ Automated Tissue Processing System ▪ Ergonomic control panel ▪ Adjustable processing time 0 min - 59 min and within 0 to 59 s for each station ▪ Single cup capacity of 750ml ▪ Number of slides to be processed at same time is 52 pieces 	Each	2



		<ul style="list-style-type: none"> ▪ Carousel type with 18 Stations (Station 10 for washing, Station 1 for drying) ▪ 500W Power ▪ Sturdy housing with high resistance to corrosion. ▪ Easy to clean design. ▪ Automatic controls; Audible alarms, error messages and warning codes ▪ Internal dry heating mechanism with high precision temperature control ▪ Battery back up preferred. ▪ Advance safety concept ▪ Power Requirements: Suitable for use in Zambia. 230-240V (+/- 10%); 50 Hz; Plug type G ▪ Technical manual with complete operational accessories ▪ International Warranty valid in Zambia ▪ Ability to provide for after-sales parts and service in Zambia ▪ Voltage stabilizer ▪ User Manual in English ▪ FDA/CE approved ▪ Compliance with international standards 		
3	Slider Stainer	<ul style="list-style-type: none"> ▪ Automatic tissue slide staining system ▪ LCD screen with program options ▪ Ambient Temperature Operation: 16-32 Degrees C (60-90 Degrees F) ▪ HUMIDITY: 0 to 95% without condensation ▪ Operator Adjustments: Individual adjustable stain times on both short and long cycles ▪ Adjustable sleep mode ▪ Adjustable audible sound volume control ▪ Capacity: 12 cup capacity including reagent containers ▪ Sturdy in construction ▪ Battery back-up preferred. ▪ 500W power ▪ Power Requirements: Suitable for use in Zambia. 220-240V; 50 Hz; Plug type G 	Each	1



		<ul style="list-style-type: none"> ▪ Technical manual with complete operational accessories ▪ International Warranty valid in Zambia ▪ Ability to provide for after-sales parts and service in Zambia ▪ Voltage stabilizer ▪ User Manual in English ▪ Compliance with international standards 		
4	Laboratory Centrifuge	<ul style="list-style-type: none"> ▪ Benchtop Centrifuge ▪ Centrifugation speed range: Up to 12-24000 RPM ▪ 24 x 5ml tube Rotor ▪ Adaptor for 10 and 20ml tubes ▪ Automatic rotor detection ▪ With refrigeration ▪ For use in laboratories for clinical chemistry, microbiology, hematology. ▪ Power Requirements: Suitable for use in Zambia. 220-240V; 50 Hz; Plug type G ▪ Technical manual with complete operational accessories ▪ International Warranty valid in Zambia ▪ Ability to provide for after-sales parts and service in Zambia ▪ Compliance with international standards 	Each	12
5	Microscope	<ul style="list-style-type: none"> ▪ Microscope for Pathology ▪ Viewing Head: Ergonomic binocular Siedentopf head, adjusts from 4-30°, rotatable through 360°. ▪ Optional Standard trinocular ▪ Eyepieces: Widefield, N-WF PL 10x focusing eyepieces, FN22 with mount for reticle. Dual graduated diopters, interpupillary adjustment from 48mm to 75mm. Total Magnification: 20x, 40x, 100x, 200x and 400x. ▪ Specimen Stage: Flat-top stage, 175mm x 145mm mechanical stage with movement of 76mm (X) by 50mm (Y) with vernier readings to 0.1mm. 	Each	4



		<ul style="list-style-type: none"> ▪ Detachable specimen guide, low-positioned drop-down coaxial controls available for left or right hand, with torque adjustment. ▪ Power Requirements: Suitable for use in Zambia. 220-240V; 50 Hz; Plug type G ▪ Technical manual with complete operational accessories ▪ International Warranty valid in Zambia ▪ Ability to provide for after-sales parts and service in Zambia ▪ FDA/CE approved ▪ Compliance with international standards 		
6	Microscope Slide Scanner	<ul style="list-style-type: none"> ▪ Slide Capacity: 300 slides (15 racks each hold 20 slides) ▪ Slide rack ▪ Scanning Method: TDI line scanning ▪ Focus Method: Continuous auto focus ▪ Format: With either RAW or Isyntax compression ▪ FDA/CE approved ▪ Compliance with international standards 	Each	2
7	Thermomixer	<ul style="list-style-type: none"> ▪ Temperature Control Range: 10°C below ambient to 99°C ▪ Heating Rate approx 5°C/min ▪ Cooling Rate approx 2 to 3 °C /min (0.5 to 1 °C / min from ambient to 13 °C below) ▪ Mixing Frequency 300 to 1400 rpm ▪ Mixing stroke 3mm ▪ Power Requirements: Suitable for use in Zambia. 220-240V; 50 Hz; Plug type G ▪ Technical manual with complete operational accessories ▪ International Warranty valid in Zambia ▪ Ability to provide for after-sales parts and service in Zambia ▪ FDA/CE approved ▪ Compliance with international standards 	Each	3



8	Vortex Mixer	<ul style="list-style-type: none"> ▪ Operating mode: Touch or continuous ▪ Speed Range: 0 – 2500 rpm ▪ Ambient Operating Range +4 to 65 °C ▪ Power Requirements: Suitable for use in Zambia. 220-240V; 50 Hz; Plug type G ▪ International Warranty valid in Zambia ▪ Technical manual with complete operational accessories ▪ Compliance with international standards 	Each	16
9	Laboratory Water Distillers	<ul style="list-style-type: none"> ▪ Wall Mount ▪ 12L per hour Capacity ▪ Preferably with built-in storage tank ▪ Provide high quality distilled water for laboratory use ▪ 6000W ▪ Stainless steel ▪ Sturdy construction ▪ Complete with full installation kit ▪ Voltage stabilizer ▪ Power Requirements: Suitable for use in Zambia. 220-240V; 50 Hz; Plug type G ▪ International Warranty valid in Zambia ▪ Technical manual with complete operational accessories ▪ Compliance with international standards 		6
Schedule – B (Consumable & Supplies)				
1	Pipettes	<ul style="list-style-type: none"> ▪ EPENDORF pipettes 10-50ul 	Each	56
2	Pipettes	<ul style="list-style-type: none"> ▪ EPENDORF Pipettes 10-100ul 	Each	86
3	Pipettes	<ul style="list-style-type: none"> ▪ EPENDORF pipettes 10-200ul 	Each	86
4	Pipettes	<ul style="list-style-type: none"> ▪ EPENDORF pipettes 100-1000ul 	Each	120



PART D: QUOTATION FORM

Offeror's Name and address:

Phone: _____ E-mail: _____

Please note:

1. All goods offered must be suitable for use in Zambia.
2. In case of discrepancy between unit price and total, the unit price shall prevail.

Item No.	Product Description / Specifications (Make & Model)	Unit	Quantity	Price [CIP, Lusaka]		Lead Time
				Unit Price	Total Price	



Subtotal (exclusive of all taxes)						
TOTAL (USD)						

Validity of Quote: _____ 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 their own quotation format but must provide all information as required in this quotation form and information required in Section D, Quotation Requirements.



PART E: CERTIFICATIONS

A. Representations & Certifications

Offerors must check the appropriate boxes listed as [], also highlighted below.

1. Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

- (a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).
- (b) This contract will NOT be for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; or DOES NOT have an estimated value that exceeds \$500,000. Vendor is exempt from this certification requirement.
- (c) This contract WILL be for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$500,000. Vendor certifies that—
- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
 - (2) After having conducted due diligence, either—
 - (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

2. Other Representations & Certifications

- (a) If the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (b) applies. Skip to “3” below
 - (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (b) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database



information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference

- (c) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. By submission of its offer, the offeror certifies to the best of its knowledge and belief that no 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (d) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,
 - (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
 - (4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (iii) Taxes are considered delinquent if both of the following criteria apply:
- A. *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - B. *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (See FAR 52.209-5 for examples)



- (e) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (2) Representation. The Offeror represents that—
- (i) It [] is, [] is not an inverted domestic corporation; and
 - (ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.
- (f) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) 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, The Government will not enter into a contract with any corporation that—
- (i) 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 is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 - (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (2) The Offeror represents that—
- (i) It is [] is not [] a corporation 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; and
 - (ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (g) *Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).



3. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

(a) Definitions. As used in this provision—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. Telecommunications or video surveillance services provided by such entities or using such equipment; or
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Subcontractor/vendor is prohibited from providing to JSI/WEI any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system. Subcontractors/vendors are not prohibited from providing telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that it will, will not provide covered telecommunications equipment or services to JSI/WEI in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

4. Certification of Vendor



By signature hereon, or on an offer incorporating these Representations and Certifications, the offeror certifies that they are accurate, current, and complete, these Representations and Certifications 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.

Offeror Name _____

Signature _____

Signatory Name _____

Signatory Title _____

Date _____



b. 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. 18-010 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, North Korea, or Syria.

In the event of ocean shipment of goods, all goods described and quoted in response to this RFQ will be shipped from _____ to Lusaka, Zambia in accordance with USG Flag Carrier requirements.

Vendor Name: _____

Signatures: _____

Signatory Name: _____

Signatory Title: _____

Date: _____