

**REQUEST FOR QUOTATIONS**  
**Information Technology (IT) Equipment for Ethiopia**  
**RFQ NO: DHA-2022-03**

**PART A: COVER PAGE**

**RFQ No.:** DHA-2022-03

**Issuance Date:** November 18, 2022

**Closing Date for Questions:** November 25, 2022 5:00PM EST

**Submission of Quotations:**

**Deadline for Receipt of Quotations:** December 5, 2022 5:00PM EST

**Revised Deadline for Receipt of Quotations:** January 13, 2023 5:00PM EST

**Submission to:** [dhaprocurmenthq@jsi.com](mailto:dhaprocurmenthq@jsi.com)

**Request for Quotation for IT Equipment**

The DHA project (herein referred to as “JSI”) is soliciting quotations for the supply and delivery of mobile phones to be used in Ethiopia as described in the attached technical specifications.

**The Digital Health Activity** is a USAID funded Project, that aims to provide a sustainable, resilient and interoperable health information system (HIS) that ensures the entire health sector has the data, analytics, and skills necessary to improve the health and well-being of all Ethiopians. To do so, DHA intends to support Information Technology Systems and Data Repository at All Levels, build a Culture of Data Use, and facilitate capacity Building and Governance of MOH health information systems.

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 attached instructions, with all required certifications. Any purchase order issued as a result of this RFQ will be subject to all instructions, certifications, terms and conditions, and specifications included in this RFQ.

This document is a request for quotations only, and in no way obligates the Project or USAID to make any award. Award(s) made subsequent to this solicitation will be subject to the terms and conditions described herein.

All proposals, inquiries, and correspondence pertaining to this solicitation should reference the RFQ number as specified above and are to be directed in writing to the attention of:

DHA Procurement E-mail: [dhaprocurmenthq@jsi.com](mailto:dhaprocurmenthq@jsi.com)

The Project will respond to any questions received by **January 11, 2023** and will share the responses with all prospective vendors. The question(s) and response(s) will be sent to all potential Offerors who have expressed their interest in the RFQ by **January 12, 2023**.

Late offers will not be accepted or considered.

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

PART D: List of Requirements and Quotation Form (excel)

PART E: Certifications

Attachment A: 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](http://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 **January 13, 2023** to [dhaprocurmenthq@jsi.com](mailto:dhaprocurmenthq@jsi.com).

Please reference the RFQ number DHA-2022-03 in the subject line of your email submission. 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 in writing to [dhaprocurmenthq@jsi.com](mailto:dhaprocurmenthq@jsi.com).

### **D. RFQ Requirements:**

#### **1. General Requirements:**

- i. Vendors *may* utilize the format in Part D to provide a fixed price unit cost for each item listed.
- ii. Proposed items must fully comply with the technical specifications and requirements as stated in Part C.
- iii. Complete product description of each item must be provided along with picture of the item. Catalogue description or brochures that highlight the feature of product (s) offered should be included in an appendix.
- iv. International suppliers can provide fixed price quote for each line item in United States Dollars (USD).
- v. Quoted prices should be DDP Addis. Quoted prices will be governed by the rules prescribed in the 2010 edition of Incoterms published by the International Chamber of Commerce.
- vi. Costs must include insurance, shipping and handling cost for delivery, if any (all-inclusive basis).
- vii. Please indicate all prices exclusive of VAT, Excise and other taxes.
- viii. Warranty Terms. The guarantee and warranty must be applicable and valid in Ethiopia. This should include detail of service during the warranty period.
  - a. For international vendors, please include details on after sales service in-country (i.e. service agreement with a local service provider).
- ix. Delivery Period: Number of weeks to deliver products after the order is placed. Please provide realistic delivery time.
- x. In order to ensure quality standards and sturdiness of construction of certain items, JSI may request for a sample of each item

#### **2. Business and Other Administrative 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 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. Offerors should certify as to the financial viability and resources to provide offered goods/services with the period of performance.
- v. Offerors must also confirm their willingness to work with JSI's standard general terms and conditions by certifying in Part D.
- vi. Offerors must be willing to provide a company profile and sign JSI's Certifications in the event they are selected for award. This is documented in Part E.

### **3. Completed and signed certifications (Part E)**

- a. Representations and Certifications
- b. Certification Regarding Debarment, Suspension, or Proposed Debarment
- c. 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, Iraq, Laos, Libya, 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.

This document is a request for quotation only, and in no way obligates JSI or its donor to prequalify or make any award. JSI may reject any or all responses or cancel the prequalification process.

### **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, price, lead time and past performance. The weighted criteria is outlined below:

1. Technical (20 Points)
2. Experience and Past Performance (20 points)
  - a. General experience providing similar services. Please attach copies of Purchase Orders or agreements from your previous clients.
  - b. References from clients who have received similar products and/or services preferably international NGOs
3. Warranty and after sale services (10 points)

4. Delivery of goods/Performance of service (20 points)
5. Price (30 points)

#### **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 the DHA office in Addis 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 deadline 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.

**Q. Anti-Huawei/ZTE Regulation**

Parties included in the System for Award Management (SAM) (<https://www.sam.gov>) list of entities excluded from receiving federal awards for “covered telecommunications equipment or services” including Huawei Technologies Company, and ZTE Corporation, and any subsidiaries or affiliates of such entities, are prohibited sources for this procurement. The Offeror may not propose: 1) equipment or services produced or provided by these parties, or: 2) equipment or services that incorporate essential components produced by these parties.

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

JSI/DHA expects vendors/suppliers to participate in the supply of the items on the below listed items:

No	Items	Detailed Specifications	Unit	Quantity
1	Mobile Phone	<p>Samsung Galaxy A53 5G  <b>REQUIRED MODEL: SM-A536UZXAXAA</b></p> <p>Screen size: 6.5 inches  Internal storage: 128GB  RAM: 6GB  Expendable Storage: up to 1TB  Cellular &amp; Wireless: 5G, mmW / sub6  OS: Android  Display type: Flat  Main Display Resolution: 1080 x 2400 (FHD+)  Rear camera: 64MP Main camera, 12MP Ultra wide camera, 5MP Macro camera, 5MP Depth camera  Battery capacity: 5000mAh (typical)  Security: Knox Security to keep data safe, 4 OS upgrades, 5 years of Security updates</p> <p>Other features:  Optical fingerprint sensor (on-screen)  32MP Selfie camera  USB Type-C interface  NFC-enabled</p>	Pcs	700

**PART D: QUOTATION FORM**

Offeror's Name and address:

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

Please note:

1. All goods offered must be suitable for use in **Ethiopia**
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		Delivery Time
				Unit Price	Total Price	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
TOTAL						

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 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 otherwise 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.

Offeror Name \_\_\_\_\_

Signature \_\_\_\_\_

Signatory Name \_\_\_\_\_

Signatory Title \_\_\_\_\_

Date \_\_\_\_\_

## 6. 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 in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

Offeror Name: \_\_\_\_\_

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

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

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

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



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

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

By signing and submitting this certification, the prospective recipient provides the following assertion: to the best of its knowledge and belief, the prospective recipient and/or any of its Principals are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.

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

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

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

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

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





## **ATTACHMENT A: GENERAL TERMS & CONDITIONS**

1. **GOODS AND RELATED SERVICES:** The contractor shall deliver the goods and services described on the Purchase Order (PO)/ sub-contract, of the type, in the quantity, at the delivery date and at the price as indicated on the PO/sub-contract. The quantity of the goods and services shall conform in all respects to the requirements of the PO/sub-contract. All goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall be new, unused, non-remanufactured and non-refurbished.
2. **INSPECTION/ACCEPTANCE:** The Vendor shall tender for acceptance only those items that conform to the requirements of this purchase order/sub-contract. JSI reserves the right to inspect or test any supplies or services that have been tendered for acceptance. JSI may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in purchase order price. JSI must exercise its post acceptance rights: (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. JSI has unilateral authority to determine if the performance results have been met.
3. **INVOICE REQUIREMENTS:** Invoices shall be submitted prior to payment. Each invoice shall identify the Vendor's name, address, invoice number, dates of performance and specify the payment amount. It shall also include a reference to the purchase order number, and specify the goods that have been delivered or the services that have been rendered or the deliverables that have been submitted as a requirement for payment. Upon acceptance of the goods or deliverables by JSI, payment shall be made to the Vendor as per the payment terms and in the currency stated on the purchase order.
4. **TERMINATION FOR CONVENIENCE:** JSI reserves the right to terminate this purchase order/sub-contract, or any part, for its convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the purchase order, the Vendor shall be paid a percentage of the purchase order price reflecting the percentage of the work performed prior to the termination.
5. **TERMINATION FOR CAUSE:** JSI reserves the right to terminate this purchase order/sub-contract, or any part, for cause in the event of any defaults by the Vendor, or if the Vendor fails to comply with the terms and conditions of the purchase order/sub-contract, or fails to provide JSI with adequate assurances of future performance. In the event of termination for cause, JSI shall not be liable for any amount of supplies or services not accepted, and the Vendor shall be liable to JSI for any and all rights and remedies provided by law.
6. **WARRANT:** Vendor warrants that the goods and/or services delivered and rendered hereunder conform to the purchase order/sub-contract requirements, are free of latent defects, and are merchantable and fit for use for the particular purpose described in the purchase order (or, if no such purpose is specifically described, for the purposes for which the goods or services, as applicable, are ordinarily used).
7. **CHANGES:** Changes in the terms and conditions of this purchase order may be made only by written amendment issued by JSI.
8. **RISK OF LOSS:** Unless the purchase order/sub-contract specifically provides otherwise, risk of loss or damage to the supplies provided under this purchase order shall remain with the Vendor until, and shall pass to JSI upon delivery of the supplies to JSI at the destination specified in the purchase order. This clause is applicable to goods only.
9. **CONFLICT OF INTEREST:** Vendor agrees that there is no conflict of interest in accepting this purchase order/sub-contract, which might affect the ability to conduct fair and useful technical assistance on behalf of JSI.
10. **CONFIDENTIALITY:** The Vendor agrees to treat all information provided by JSI or gathered during the course of providing services as confidential and privileged and to not publish or disseminate such information or otherwise share such information with any third party without the written consent of JSI.
11. **RIGHTS IN WORK PRODUCT:** Vendor agrees that JSI retains the entire right, title and interest in all deliverables, data, and other intellectual property produced by the Vendor under this agreement (collectively "Work Product"). Vendor agrees that the Work Product is specially commissioned and works made-for-hire, and that JSI is deemed the author for copyright purposes. To the extent that any Work Product is not deemed work made-for-hire, Vendor hereby assigns to JSI all its right, title and interest in such Work Product.
12. **PRICES:** The Prices (Unit Prices and extended prices) specified in the purchase order/sub-contract are firm, fixed, all-inclusive total prices including all taxes or duties as may be applicable, and covering performance of all of Vendor's



obligations under the purchase order, including, but not limited to, delivery of the goods and/or services in accordance with the purchase order delivery term and performance of all associated and related services.

13. **LIQUIDATED DAMAGES:** Both parties acknowledge that the time fixed for delivery in this Purchase Order/sub-contract is of the essence as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages JSI will suffer in the event of Vendor's delayed performance. In the event of delay in performance, JSI reserves the right, in addition to any other remedies under this PO, to retain as liquidated damages from any payment due the Vendor an amount equal to one percent (1%) of the cost of the PO for every complete week of delay or a part thereof, reckoning from the time fixed by the PO. The total amount of the liquidated damages shall, however, be limited to ten percent (10%) of the value of the delayed contract. The parties agree that these amounts represent a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm they have been negotiated and agreed upon.
14. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for disbarment, excluded or otherwise disqualified from participation in this transaction by any U.S. Federal Government department or agency,
15. **IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING:** The Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. This includes individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)). It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws.
16. **MANDATORY DISCLOSURES/ANTI-TRAFFICKING:**
  - a. Vendor must disclose to JSI any credible evidence received that alleges fraud, conflict of interest, bribery, or gratuity violations potentially affecting this purchase order or the Prime Contract/Agreement. Vendor shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for the employee's disclosing such information to JSI, a Member of Congress, or an authorized official of a Federal agency. Disclosures of credible evidence must be submitted to the JSI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at [www.jsi.ethicspoint.com](http://www.jsi.ethicspoint.com).
  - b. JSI is committed to high standards of ethics and integrity including the prohibition of actions that would support trafficking in persons and procedures to prevent such acts and report any violations. As such, JSI's Anti-Trafficking Policy is incorporated into this purchase order. This policy prohibits JSI and its partners, consultants, vendors, and other agents from engaging in trafficking in persons, procurement of commercial sex acts, use of forced labor, and other acts that directly support or advance trafficking in persons. This policy also requires that Vendor immediately report to JSI any information obtained that alleges that any employee, subcontractor, or subcontractor employee has engaged in trafficking in persons, procured commercial sex acts, or used forced labor in the performance of this purchase order. Violations of the JSI Anti-Trafficking Policy must be reported to the JSI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at [www.jsi.ethicspoint.com](http://www.jsi.ethicspoint.com).
  - c. By signing this Agreement, the Vendor confirms that the Vendor has read, understands and agrees to comply with the JSI/WEI Anti-Trafficking Policy attached or posted at [www.jsi.com](http://www.jsi.com).
17. **COMPLIANCE WITH LAWS:** Vendor explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including, as applicable, 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled veterans, and veterans of the Vietnam era, and employment of the handicapped. If this is a Purchase Order for services, Vendor also shall not discriminate against any of the intended beneficiaries of the program for which services are provided, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through the program on the basis of any factor not expressly stated in this agreement.
18. **ANTI-LOBBYING:** The Vendor, by signing this purchase order/sub-contractor, hereby 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 its behalf in connection with the awarding of this purchase order.



19. REMEDIES: Violation of any of the terms and conditions of this agreement constitutes grounds for termination of the assignment and may result in the Vendor being barred from future assignments with JSI. The exercise of these rights does not limit JSI's right to also seek any and all other legal remedies.
20. INDEMNIFICATION: The Vendor shall indemnify and hold JSI harmless from any claim, suit, loss, damage, cost or expenses (including reasonable attorneys' fees) arising out of or in connection with the Vendor's negligence, willful misconduct, breach of this agreement, or other legal wrong-doing in any way connected with activities under this Agreement.
21. DISPUTES: In the event of any claims or disputes arising from or relating to this Purchase Order, the parties shall use their best efforts to settle the claims or disputes. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they fail to reach such a solution within sixty (60) days, either Party may refer the matter to arbitration, which shall be the exclusive method of resolving such disputes. The arbitration shall be conducted in Boston, Massachusetts or, if JSI determines at its sole discretion it would be more convenient, in the country of performance. The arbitration shall be administered by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its International Arbitration Rules before a single arbitrator appointed in accordance with such rules. The results of arbitration shall be final and binding on the Parties and shall be in lieu of any other remedy. Judgment may be entered upon the award in any court of competent jurisdiction.
22. FORCE MAJEURE: Neither party shall be liable in damages for any default in performing hereunder if such default is caused by a force majeure event, including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
23. GENERAL:
- a. This Purchase Order/sub-contract is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Purchase Order may be amended only by an instrument executed by the authorized representatives of both parties.
  - b. Every provision of this Purchase Order/sub-contract is intended to be severable. If any term or provision of this agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this agreement, and all other provisions of this agreement shall remain in full force and effect.
  - c. This Purchase Order shall be interpreted in accordance with the substantive law of the Commonwealth of Massachusetts.