

# Request for Proposals (RFP)

## RFP No: USAID-MRITE IP Forum-06

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**RFP Title:** USAID MRITE IP Forum  
**RFP No.:** USAID-MRITE IP Forum-06

**Schedule:**

**Issuance Date:** October 5, 2023  
**Questions Due Date/Time:** October 16, 2023 at 5:00PM Eastern Daylight Time (EDT)  
**Proposal Due Date/Time:** October 19, 2023 at 5:00PM Eastern Daylight Time (EDT)

USAID's Moving Integrated, Quality Maternal, Newborn, and Child Health and Family Planning and Reproductive Health (MOMENTUM) Routine Immunization Transformation and Equity project, implemented by JSI Research and Training Institute, Inc. (JSI), is soliciting proposals for services to conduct an assessment of the USAID COVID-19 Vaccination Implementing Partner (IP) Forum. The project is funded by the United States Agency for International Development (USAID) and is subject to all applicable Federal regulations and provisions.

Please submit your most competitive proposal in accordance with the instructions to offerors and terms of reference. Any award issued as a result of this RFP will be subject to all instructions, terms of reference/specifications, certifications, terms and conditions and funder required clauses. This RFP document includes the following parts:

PART A: Cover Page  
PART B: Instructions to Offerors  
PART C: Terms of Reference  
PART D: Certifications  
Attachment A: General Terms & Conditions  
Attachment B: Funder Required Clauses

All proposals, inquiries, and correspondence pertaining to this solicitation are to be directed to the attention of:

Yared Mengistu  
Director of Finance & Operations  
JSI Research & Training Institute, Inc.  
[momentumri@jsi.com](mailto:momentumri@jsi.com)

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 TO OFFERORS**

### **1. DEFINITIONS**

**Offeror:** The individual or firm providing proposals for the supplies or services requested under this RFP.

**Contractor/Vendor:** The individual or firm awarded the services requested under the RFP in the form of a purchase order.

**Buyer:** JSI Research and Training Institute, Inc. (JSI)

### **2. PROPOSAL SUBMISSION AND REQUIREMENTS**

Offerors are encouraged to read the RFP document in its entirety and ensure that their proposal addresses all of the items cited in the proposal instructions and meets the selection criteria. All proposals must be submitted by the deadline established on the cover page of this RFP. Proposals received after this due date and time will not be accepted for consideration.

#### **Questions:**

All questions or clarifications regarding this RFP must be in writing and submitted to [momentumri@jsi.com](mailto:momentumri@jsi.com), no later than 5:00pm EDT on October 16, 2023. Questions and requests for clarification, and the responses thereto, will be posted on the JSI solicitations website.

Only written answers from JSI authorized representatives will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees of JSI, the Moving Integrated, Quality Maternal, Newborn, and Child Health and Family Planning and Reproductive Health (MOMENTUM) Routine Immunization Transformation and Equity project, or any other party, will not be considered official responses regarding this RFP.

#### **Submission of Proposals:**

The Offeror's proposal must be accompanied by a cover letter on official organizational letterhead and signed by an individual who has signatory authority for the Offeror. The Offeror must submit a complete proposal package on or before 5:00pm EDT on October 19, 2023 to Yared Mengistu at [momentumri@jsi.com](mailto:momentumri@jsi.com). Proposals must be submitted by email only with the subject line "RFP No: USAID-MRITE IP Forum-06"

The proposals must be prepared in two separate volumes: i. Technical Proposal; and Cost Proposal. The technical and cost proposal must be kept separate. Technical proposals must not make reference to pricing data in order to evaluate the technical proposal strictly on the basis of technical merit.

The written proposal must contain the following information and documentation:

#### **a) Technical Proposal Requirements/ Proposed Plan and Approach**

The technical proposal shall describe how the Offeror intends to carry out the Terms of Reference as stated in Part C. It should be concise, specific, complete, and demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. It must demonstrate the Offeror's eligibility, as well as their capabilities and expertise in conducting each step of the activity.

Offerors shall include only information necessary to provide a clear understanding of the proposed action and the justification for it. Greater detail than necessary, as well as insufficient detail may detract from a proposal's clarity. Assume that the reader is not familiar with the particular context in which the project will be implemented. Minimize or avoid the use of jargon and acronyms as much as possible. If acronyms or abbreviations are used, include a separate page explaining the terms.

**b) Capabilities and Past Performance**

The Offeror must submit a capabilities statement along with documentary evidence of past performance and provide three (3) references including name and email address with a short description of the work.

The capabilities statement should not exceed five (5) pages in length and will be used to evaluate the Offeror's organizational, financial, and technical capacity, in relation to the Terms of Reference in Part C. The Capabilities Statement must include, but is not limited to: size of the agency, financial resources available to complete this work, staffing competencies and capabilities, past experience performing similar work with other donor organizations, and a company profile and/or brochure.

**c) Cost Proposal Requirements**

1. The Offeror should submit their most competitive and complete cost proposal in Microsoft Excel.
2. The cost proposal should include unit costs and total costs proposed to complete the activities and deliverables described in the Terms of Reference (Part C).
3. All costs must be stated in USD.
4. The price of the purchase order to be awarded will be an all-inclusive fixed price. No profit, fee or additional costs can be included after the award. All items/ services must be clearly labeled and included in the total offered price.
5. Offered price must include comprehensive insurance, shipping and handling charges, and state INCOTERM, if applicable.
6. Please indicate all prices exclusive of VAT, excise or other taxes.
7. The Offeror should submit a cost proposal budget narrative.

Cost Proposal Budget Narrative Preparation Instructions

A detailed budget narrative that justifies the costs as appropriate and necessary for the successful completion of proposed activities should be attached to the budget. The budget narrative should include costs for activities and deliverables referenced in the Terms of Reference in Part C. and clearly describe the project and cost assumptions. All proposed costs and estimates must be reasonable and allowable in accordance with the US Government's Cost Principles established in 2 CFR200, Subpart E or Cost Principles in FAR Part 31. All proposed costs must be directly applicable to performing the work under the award and budgeted amounts should not exceed the market cost/value of an item or service.

The budget narrative should be of sufficient detail so that someone unfamiliar with your organization or the activity could review and adequately understand and grasp the assumptions, reasonableness and calculation method used.

Budget narrative must be prepared using Microsoft Word. Supporting information must be provided in adequate detail for conducting a comprehensive analysis.

**d) Certifications**

The proposal shall be accompanied by all required Certifications in Part D, signed by an authorized official of the offeror.

- a. Representations and Certifications
- b. Certification Regarding Debarment, Suspension, or Proposed Debarment

**3. AWARD**

JSI intends to issue a fixed price purchase order to the Offeror who best meets the criteria specified in this RFP and are determined to be responsible and eligible contractor to provide the required goods/services.

**4. PERIOD OF PERFORMANCE**

The purchase order period of performance is estimated to be November 1, 2023 to December 31, 2023.

**5. EVALUATION CRITERIA**

Proposals will be evaluated first to ensure that they meet all mandatory requirements and are responsive. To be determined responsive, a proposal must include all documentation as listed in Part B. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

Responsive proposals will be evaluated and ranked by a committee on a technical basis according to the criteria below. Those proposals that are considered to be technically acceptable shall then be evaluated in terms of cost.

For the purpose of selection, the evaluation will be based on the following weighted point scale (totaling 100 points) of the proposal in its entirety, including, but not limited to, the following:

No.	Criteria	Points
1	<b>Technical and Management Approach and Implementation Plan</b> <ul style="list-style-type: none"><li>• Comprehensiveness, clarity and appropriateness of proposed activity.</li><li>• Implementation plan and proposed general timelines and results are realistic and include all proposed elements of activity.</li><li>• Responsiveness to Terms of Reference</li></ul>	20
2	<b>Capabilities and Past Performance</b>	60

	<ul style="list-style-type: none"> <li>Organizational, financial and technical capabilities and resources to implement this work.</li> <li>Track record for effectiveness.</li> <li>Reputation and credibility.</li> <li>Previous successful past experience implementing similar activities.</li> <li>Third-party partnerships.</li> <li>Stability of the company.</li> </ul>	
3	<b>Cost Proposal</b> <ul style="list-style-type: none"> <li>Reasonableness of proposed breakdown of costs based on scope of activities proposed.</li> <li>Summary budget, detailed budget, and budget notes included.</li> <li>Comparative lowest costs.</li> </ul>	20
	<b>Total</b>	100

## 6. TERMS OF AWARD

This document is a request for proposals 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 work must be completed within the specified total price. Any expenses incurred in excess of the agreed upon amount in the purchase order will be the responsibility of the contractor and not that of JSI or its donor. Therefore, the offeror is duly advised to provide its most competitive and realistic proposal to cover all foreseeable expenses related to providing requested goods/services.

All deliverables produced under the future award/contract shall be considered the property of JSI. JSI may choose to award a contract for part of the activities in the RFP. JSI may choose to award a contract to more than one offeror for specific parts of the activities in the RFP.

## 7. PROPOSAL VALIDITY

The Offeror's technical and cost proposals must remain valid for not less than 90 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the Offeror to its provisions.

## 8. PAYMENT TERMS

JSI payment cycle is net 30 days upon receipt of deliverables, 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.

## 9. FINANCIAL RESPONSIBILITY

Offerors which are firms and not individuals must include in the capabilities statement that they have the financial viability and resources to complete the proposed activities within the period of performance and

under the terms of payment outlined below. JSI reserves the right to request and review the latest financial statements and audit reports of the offeror as part of the basis of the award.

#### **10. LANGUAGE**

The proposal, as well as correspondence and related documents should be in English.

#### **11. SOURCE/NATIONALITY**

All goods and services offered in response to this RFP 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 RFP is 937. Code 937 is defined as the United States, the cooperating country, and developing countries other than advanced developing countries, and excluding prohibited sources. This means goods not located in [Country] can only be shipped from the U.S. or a developing country (excluding advanced developing countries). The list of eligible developing countries is at: <https://www.usaid.gov/sites/default/files/documents/1876/310maa.pdf>. The list of advanced developing countries is at: <https://www.usaid.gov/sites/default/files/documents/1876/310mab.pdf>.

#### **12. NEGOTIATIONS**

The Offeror's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of an Offeror's proposal. However, the project reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a contract. The project also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a PO/ contract. In the event that an agreement cannot be reached with an Offeror the Project will enter into negotiations with alternate offerors for the purpose of awarding a PO/ contract without any obligation to previously considered offerors.

#### **13. REJECTION OF PROPOSALS**

JSI reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing offerors, without explanation.

#### **14. INCURRING COSTS**

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

#### **15. 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.

#### **16. CANCELLATION**

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

END CLAUSES

## PART C: TERMS OF REFERENCE

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### **Scope of Work (SOW)**

<b>Purpose:</b>	Assessment of USAID COVID-19 Vaccination IP Forum
<b>Period of Performance:</b>	November 1, 2023 – December 31, 2023
<b>Activity:</b>	Central CN-18 1.c
<b>Place of Performance:</b>	Remote

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### **I. Background**

JSI is the prime implementing partner for (MOMENTUM) Routine Immunization Transformation and Equity project, USAID's flagship technical assistance mechanism for immunization, hereafter referred to as "the project". It applies best practices and explores innovations to increase equitable immunization coverage in USAID-supported countries around the world. It works to build countries' capacity to identify and overcome barriers to reaching zero-dose and under-immunized children and older populations with life-saving vaccines and other integrated health services, including rebuilding immunization systems adversely affected by the pandemic. It also supports COVID-19 vaccine rollout across countries, with a wide range of circumstances and needs. The project works in partnership with the Government of Kenya to support COVID-19 vaccination across the country. The project seeks to ensure reliable and efficient vaccine distribution, quality reporting and tracking of the vaccine, and contribute to strengthening the overall health system.

One of the core activities led by the project was the USAID COVID-19 Vaccination IP Forum. USAID requested the project and DataFi to establish and convene this forum of IPs receiving COVID-19 vaccination funding. Over 60 mechanisms providing technical assistance and their respective A/CORs were invited to join the forum. The forum provided a platform for bi-directional sharing of updates, experiences, and ideas to facilitate problem solving and increase the effectiveness of USAID's CN-108 investments. The forum enabled presentations from subject matter experts on technical topics to support technical rigor of USAID's support. The forum also encouraged proactive feedback regarding challenges faced by countries and IPs, what is and is not working to address those challenges, and a place where participants could highlight the evolution and program adaptations needed over time. The objectives of the forum were as follows:

- Share USAID communications and implementation guidance
- Share global technical guidance on emerging topics as information evolves
- Identify emerging issues and challenges that countries are facing
- Identify and share emerging practices and new approaches to address country level challenges

### **II. Objectives**

JSI is seeking an organization or firm with expertise in health policy and conducting evaluations,



assessments and impact reviews. The overall objective of this request is to complete the following:

1. Document the activities of the IP Forum and their alignment with its objectives;
2. Assess the impact of these activities for USAID and IPs working to support COVID-19 vaccination.

Detailed objectives are as follows:

### III. Activities/Tasks

1. Review documentation from past IP Forum meetings	<p>Documents include:</p> <ul style="list-style-type: none"> <li>• Meeting agendas, PPTs, recordings</li> <li>• Reports from in-person meeting and learning sessions</li> <li>• Evaluation results</li> <li>• Survey results</li> <li>• Other documentations</li> </ul>
2. Interview select IP members and USAID staff	<ul style="list-style-type: none"> <li>• Work with the project team to identify the appropriate IPs and USAID staff to be interviewed</li> <li>• Draft interview guide, and finalize based on team feedback/input</li> <li>• Conduct individual interviews with 8-12 select IPs and 6-8 USAID staff</li> </ul>
3. Draft Assessment Report	<ul style="list-style-type: none"> <li>• Draft outline for the assessment findings report and share with team</li> <li>• Draft activity assessment report (max 20 pages) – to include information from the summary and the interviews</li> <li>• Develop a draft Power Point presentation with key findings</li> </ul>
4. Finalize findings report	<ul style="list-style-type: none"> <li>• Finalize assessment report (max 20 pages) incorporating feedback</li> <li>• Finalize Power Point presentation incorporating feedback</li> </ul>

### IV. Qualifications

- Advanced university education in international health policy or a related field, Masters level or higher; PhD preferred
- At least 8 years of experience conducting evaluations, assessments, and impact reviews for projects in developing countries,
- Prior experience working with USAID,
- Experience writing and developing publications in peer-reviewed journals.

### V. Deliverables

The estimated period of performance will be November 1, 2023 to December 31, 2023. Below is a deliverable schedule with estimated deadlines:

No.	Activity	Deliverables	Due Date
1	Interviews conducted	<ul style="list-style-type: none"> <li>• Interview guide</li> </ul>	November 15, 2023

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		<ul style="list-style-type: none"> <li>• Interview notes</li> </ul>	
2	Activity review report finalized	<ul style="list-style-type: none"> <li>• Final findings report</li> <li>• PowerPoint presentation with key findings</li> </ul>	December 30, 2023

## **PART D: CERTIFICATIONS**

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### **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**

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**Signature**

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**Signatory Name**

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**Signatory Title**

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**Date**

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**ATTACHMENT A: GENERAL TERMS & CONDITIONS**

1. **GOODS AND RELATED SERVICES:** The contractor shall deliver the goods and services described on the Purchase Order (PO)/ contract, of the type, in the quantity, at the delivery date and at the price as indicated on the PO/contract. The quantity of the goods and services shall conform in all respects to the requirements of the PO/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/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/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/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/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/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/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. INDEPENDENT CONTRACTOR: The relationship between the Parties pursuant to this purchase order is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party.
10. CONFLICT OF INTEREST: Vendor agrees that there is no conflict of interest in accepting this purchase order/contract, which might affect the ability to conduct fair and useful technical assistance on behalf of JSI.
11. 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.
12. 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.
13. PRICES: The Prices (Unit Prices and extended prices) specified in the purchase order/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.
14. LIQUIDATED DAMAGES: Both parties acknowledge that the time fixed for delivery in this Purchase Order/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.

15. 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,
16. 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.
17. 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. JSI has a zero tolerance policy on any form of child abuse, exploitation or neglect. That zero tolerance extends to the actions of its business partners and their employees.
    - a. JSI's Child Safeguarding Standards of Behavior are incorporated into this purchase order. Vendor agrees to comply with these standards and to prohibit its personnel, second tier subcontractors, second tier subrecipients, and other agents from engaging in child abuse, exploitation or neglect. Vendor further agrees to comply with applicable local and international child welfare standards and/or laws. Vendor must immediately report to JSI any credible allegations of child abuse, exploitation or neglect related to this subaward. JSI's Child Safeguarding Standards of Behavior are included in JSI's Child Safeguarding Policy posted at <https://www.jsi.com/child-safeguarding-policy/>.

- b. Vendor is responsible for maintaining procedures to prevent and address child safeguarding violations. Vendor's violation of these policies may result in termination of the purchase order, along with additional action as required (e.g. referral to appropriate authorities or funder).
  - c. Vendor must submit the mandatory disclosures or reports required by this clause 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).
  - d. 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).
18. 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.
19. ANTI-LOBBYING: The Vendor, by signing this purchase order/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.
20. 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.
21. 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.
22. 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.

23. 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.
24. GENERAL:
- a. This Purchase Order 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 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.

## **ATTACHMENT B: FUNDER REQUIRED CLAUSES**

### **1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.**

- (a) This contract incorporates one or more clauses by reference. When applicable, these clauses are given the same force and effect as if they were given in full text. Upon request, JSI will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es): <https://www.usaid.gov/ads/policy/300/303maa>
- (b) For purposes of those clauses that provide for rights, obligations and procedures effecting the Government's rights and JSI's obligations under the prime agreement, references to the "Recipient" or "Contractor" shall mean "Service Provider" and "Award", "Agreement" or "Contract" shall mean "Purchase Order"; references to the "Government" shall mean the "Government and JSI", "the Agreement Officer" shall mean the "Agreement Officer and JSI." In all other instances, references to the "Government" shall mean "JSI;" references to the "Government Agreement Officer" shall mean the "JSI."

### **USAID Standard Provisions for U.S. Nongovernmental Organizations (ADS Reference 303maa - Mandatory Reference for ADS 303)**

<b>Number</b>	<b>Title</b>	<b>Date</b>
M3	NONDISCRIMINATION	JUNE 2012
M8	USAID ELIGIBILITY RULES FOR GOODS AND SERVICES	MAY 2020
M12	PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS	MAY 2020
M17	TRAVEL AND INTERNATIONAL AIR TRANSPORTATION	DECEMBER 2014
M18	OCEAN SHIPMENT OF GOODS	JUNE 2012
M19	VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS	MAY 2006
M20	TRAFFICKING IN PERSONS	APRIL 2016
M24	ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS	DECEMBER 2022
M26	PROHIBITION OF REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	MAY 2017
M27	CHILD SAFEGUARDING	JUNE 2015
M28	MANDATORY DISCLOSURES	DECEMBER 2022
M29	NONDISCRIMINATION AGAINST BENEFICIARIES	NOVEMBER 2016
M31	PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	DECEMBER 2022
RAA6	VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	JANUARY 2009
RAA7	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	APRIL 1998
RAA27	CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS	DECEMBER 2022

Note: the rates and instructions for obtaining DBA insurance through USAID's DBA insurance carrier are published in an Acquisition & Assistance Policy Directive found on USAID's website:  
<https://www.usaid.gov/work-usaid/resources-for-partners>.

RAA31

NEVER CONTRACT WITH THE ENEMY

NOVEMBER 2020