



Request for Proposals (RFP)
International Consultant for Center of Excellence Program with EPSS
RFP No: DHA-01-COE

Part A: Cover Page

Issuance Date: February 13, 2024
Proposal Due Date/Time: February 23, 2024 at 5:00 PM EST

The Digital Health Activity (DHA) in Ethiopia, implemented by JSI Research & Training Institute, Inc. (JSI) is soliciting proposals for an international consultant specializing in warehouse operations and systems strengthening to perform work with the Ethiopian Pharmaceuticals Supply Service (EPSS). The DHA is funded by the United States Agency for International Development (USAID) and is subject to all applicable Federal Acquisition Regulations (FAR) and AID Acquisition Regulations (AIDAR).

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:

Attn: Jeffrey Sanderson, Senior Technical Advisor
Email: jeff_sanderson@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.

Part B: INSTRUCTIONS TO OFFERORS

1. DEFINITIONS

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

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

Buyer: JSI Research and Training Institute, Inc. (JSI) OR John Snow 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. Offers 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 jeff_sanderson@jsi.com before the proposal due date. Questions and requests for clarification, and the responses thereto, will be posted on JSI website or circulated to all RFP recipients who have indicated interest in this RFP.

Only written answers from JSI's authorized representative 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 [Insert Project Name], 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 typed 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 the due date and time to Jeffrey Sanderson at jeff_sanderson@jsi.com. Proposals must be submitted by email only with the subject line "RFP No: DHA-01-COE".

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.

Offeror's 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.

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.
2. A fixed unit cost and total cost proposal for completion of works as described in the terms of reference (Part C).
3. All costs must be stated in USD.
4. A fixed price for each category of deliverable, each of which will be considered a fixed price budget for that specific segment of work. The price of the sub-contract/PO 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. Please indicate all prices exclusive of VAT, Excise or other taxes.
6. The offeror should submit 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 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 2CFR200, Subpart E. 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 software. 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 / sub-contract to the offeror(s) who best meet the criteria specified in this RFP and are determined to be responsible and eligible sub-contractor to provide the required goods/services.

4. EVALUATION CRITERIA

Proposals will be evaluated first to ensure that they meet all mandatory requirements and responsive. To be determined responsive, a proposal must include all documentation as listed in section 2. 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	Technical Approach, Methodology and Implementation plan <ul style="list-style-type: none">Comprehensiveness of proposal approach. Clarity and appropriateness of proposed activity.Implementation plan and proposed timeline are realistic and include all proposed elements of activity.Responsiveness to Terms of Reference	40
2	Capabilities and Past Performance <ul style="list-style-type: none">Organizational, financial and technical capabilities and resources to implement this workPrevious successful past experience implementing similar activities.	20
3	Proposed Costs <ul style="list-style-type: none">Reasonableness of proposed budget based on scope of activities proposed.Summary budget, detailed budget, and budget notes included.Comparative lowest price	40
	Total	100

4. 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 contract the work must be completed within the specified total price. Any expenses incurred in excess of the agreed upon amount in the sub-contract will be the responsibility of the sub-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 provide requested goods/services.

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

5. PROPOSAL VALIDITY

The Offeror's technical and cost proposals must remain valid for not less than 120 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the offeror to its provisions.

6. 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.

7. 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.

8. LANGUAGE

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

9. 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.

10. 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 PO/sub-contract. The Project also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a PO/sub-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/sub-contract without any obligation to previously considered offerors.

11. 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.

12. 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.

13. 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.

14. CANCELLATION

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

Part C: Terms of Reference

Purpose:	Systems Strengthening for EPSS Warehouse Operations
Activity Manager:	Jeffrey Sanderson
Period of Performance:	Initial period of 6 months (Estimated LOE of 32 days)
Place of Performance:	Addis Ababa, Ethiopia in addition to remote work
Activity Code:	32104.0001.0001

DESCRIPTION OF REQUIREMENTS:

Background: The warehouse Center of Excellence (CoE) program is one of the priority projects of EPSS' PSTP II, with a focus on transforming EPSS warehousing and distribution operations through current capacities - of people, processes, premises and governance - and by leveraging existing infrastructure, personnel and systems. EPSS has made progress in achieving CoE standards at both Center and hub levels. The organization has adopted a warehouse process maturity model called the "Operational Maturity Model" to facilitate continuous improvement practices and culture within the warehouse network.

Funding for this phase of the CoE program is being provided by USAID/Ethiopia through the Digital Health Activity (DHA), which is implemented by JSI. During the past five years, funding has also been provided by the Global Fund, the Bill and Melinda Gates Foundation, and JSI's sister organization, PFSCM.

Objectives: The primary objective of the CoE program is to achieve level-5 maturity in all its warehouses. Warehouses need to have well-defined and standardized best practices, and common processes in order to reach a maturity level-5. The CoE program seeks to facilitate EPSS's journey to self-reliance and create the foundation towards achieving international certification (ISO).

The primary objective of this RFP is to recruit a part-time specialist (consultant) in warehouse operations and systems strengthening to support the Center of Excellence program, EPSS, and the CoE in-country team.

Requirements include:

- Extensive expertise and experience in warehouse operations, private sector best practices, inventory management, and bar coding required, as well as experience and knowledge of the current state of the Ethiopian Pharmaceuticals Supply Service (EPSS).
- Technical assistance to EPSS and local team members will be primarily virtual in support of strategy, operational strengthening and skills development.
- In addition to virtual support, two short trips (max 5 days) to Addis Ababa will be required.

Approaches/Activities: The EPSS warehouse Center of Excellence (CoE) focuses on transforming warehouse operations through installing best practices, organization wide standards, and common processes.

- A maturity model is used to measure progress towards achieving the maturity level 5.
- CoE will be guided by system improvements, and collaborative efforts and partnerships of key stakeholders and partners to realize operational excellence.
- CoE uses scale up strategies to expand and institutionalize international best practices.
- CoE seeks to develop internal leaders who help to build capacity in others.

Deliverables:

1. Work together with the CoE in-country team on the development of a CoE workplan, consistent with the goals of the leadership of EPSS.
2. Develop M&E plan, including indicators, for the agreed workplan.
3. Provide technical guidance to EPSS and CoE in-country team.
4. Monitor and support workplan activities, including contributions to regular quarterly reports.
5. Contribute to final CoE deliverables/activity report.

Schedule: The initial agreement will begin immediately upon selection and continue for a minimum of six (6) months and a maximum of nine (9) months.

Part D: Certifications

A. Representations & Certifications

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

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

2. Other Representations & Certifications

- (a) If the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - (i) ☐ Paragraph (b) applies. Skip to “3” below
 - (ii) ☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (b) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference

- (c) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (d) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,
 - (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
 - (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (iii) Taxes are considered delinquent if both of the following criteria apply:
- A. *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - B. *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (See FAR 52.209-5 for examples)
- (e) *Prohibition on Contracting with Inverted Domestic Corporations*. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (2) Representation. The offeror represents that—
- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
 - (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.
- (f) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law*. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The offeror represents that—

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

- (g) *Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation.* By submission of its offer, the offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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

(a) Definitions. As used in this provision—

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

“Covered telecommunications equipment or services” means—

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

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

- (b) Prohibition. Section 889(a)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Subcontractor/vendor is prohibited from providing to JSI/WEI any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system. Subcontractors/vendors are not prohibited from providing telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
- (d) Representation. The Offeror represents that it ☐ will, ☐ will not provide covered telecommunications equipment or services to JSI/WEI in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

4. Certification of Vendor

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

Offeror Name

Signature

Signatory Name

Signatory Title

Date

ATTACHMENT A: GENERAL TERMS & CONDITIONS

1. **GOODS AND RELATED SERVICES:** The contractor shall deliver the goods and services described on the Purchase Order (PO), of the type, in the quantity, at the delivery date and at the price as indicated on the PO. The quantity of the goods and services shall conform in all respects to the requirements of the PO. 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. 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 delivered 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, 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, 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, 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 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 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. **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. The Vendor also agrees to not use such information for any purpose other than to fulfill its obligations under this purchase order 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 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 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, and is not delinquent on any State or Federal tax.
15. **COMPLIANCE WITH U.S. SANCTIONS:** The Vendor represents that: 1) it and, to the best of its knowledge, its owners, principals, and affiliates are not subject to economic sanctions administered by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, and; 2) except as authorized by OFAC, the goods delivered under this contract, including any component or ingredient thereof, are not manufactured in a sanctioned country or sourced from a country, person or organization subject to OFAC sanctions.. Entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.
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: <https://scsanctions.un.org/search/>). It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws.
17. **CODE OF CONDUCT AND MANDATORY DISCLOSURES:**
- a. JSI is committed to high standards of ethics and integrity and expects the same from its partners. Vendor shall conduct itself in an ethical manner and in compliance with applicable laws. This includes exercising due diligence to prevent and detect fraud, and other criminal or unethical conduct.
 - b. Vendor certifies that no actual or potential conflict of interest exists that would conflict in any manner or degree with the performance of its obligations under this purchase order. The Vendor must disclose to JSI any actual or potential conflicts of interest that currently exists or that arises during performance.
 - c. Vendor will not offer or accept money, gifts, or other things of value directly or indirectly for the purpose of improperly influencing any act or decision relating to this purchase order. Vendor certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any agency, Member of Congress, or employee or officer thereof on its behalf in connection with the awarding of this purchase order.
 - d. If this is a Purchase Order for services, Vendor 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.
 - e. JSI has zero tolerance for human trafficking, any form of sexual exploitation or abuse, as well as 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 Anti-Trafficking Policy is incorporated into this purchase order. This policy prohibits Vendor, its employees, its subcontractors and subcontractor employees 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. By signing this purchase order, the Vendor confirms that the Vendor has read, understands and agrees to comply with the JSI/WEI Anti-Trafficking Policy posted at <http://www.jsi.com/anti-trafficking-policy>.
 - b. 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, 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. JSI's Child Safeguarding Standards of Behavior are included in JSI's Child Safeguarding Policy posted at <https://www.jsi.com/child-safeguarding-policy/>

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- c. Vendor agrees it will ensure that its employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the [UN Secretary-General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse \(ST/SGB/2003/13\)](#). This prohibits Vendor employees from engaging in sexual exploitation or abuse including the exchange of money, employment, goods or services for sex, including sexual favors, or other forms of humiliating, degrading or exploitative behavior.
 - d. Vendor must immediately report to JSI any credible allegations of trafficking in persons (including procurement of commercial sex acts and use of forced labor), sexual exploitation or abuse, or child abuse, exploitation or neglect related to this purchase order.
 - e. Vendor is responsible for maintaining procedures to prevent and address violations of these requirements. 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).
 - f. In addition to the other reporting requirements of this clause, Vendor must disclose to JSI, in a timely manner, any credible evidence received that alleges fraud, conflict of interest, bribery, gratuity violations, or discrimination potentially affecting this purchase order or the prime contract. Vendor shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for the employee making any disclosures under this provision to JSI, a Member of Congress, or an authorized official of a Federal agency.
 - g. 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.
18. **COMPLIANCE WITH LAWS:** Vendor certifies that its employees are authorized to work in the US under US law. 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,
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 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 Purchase Order is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this Purchase Order, and all other provisions of this Purchase Order 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):

<http://farsite.hill.af.mil/vffara.htm>

<https://www.acquisition.gov/far/current/html/FARTOCP52.html>

http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf

- (b) For purposes of the 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 "Contractor" shall mean "Vendor" and "Contract" shall mean "Purchase Order;" references to the "Government" shall mean the "Government and JSI", "the Contracting Officer" shall mean the "Contracting Officer and JSI." In all other instances, references to the "Government" shall mean "JSI;" references to the "Government Contracting Officer" shall mean the "JSI."

Federal Acquisition Regulation (48 CFR Chapter 1)

Number	Title	Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.219-8	Utilization of Small Business Concerns.	NOV 2016
52.222-21	Prohibition of Segregated Facilities.	APR 2015
52.222-50	Combating Trafficking in Persons.	MAR 2015
52.222-50	Alternate I	MAR 2015
52.224-3	Privacy Training.	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States.	OCT 2016
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	FEB 2006
52.247-64	Alternate I	APR 2003

USAID Regulations (AIDAR) (48 CFR Chapter 7)

Number	Title	Date
752.222-71	Nondiscrimination	JUN 2012
752.225-70	Source and nationality requirements	FEB 2012
752.228-3	Workers' Compensation Insurance (Defense Base Act)	DEC 1991
752.7034	Acknowledgement and disclaimer.	DEC 1991
752.7037	Child safeguarding standards	AUG 2016
752.7038	Nondiscrimination against End-Users of Supplies or Services	OCT 2016
752.7101	Voluntary Population Planning Activities	JUN 2008

2. **CONDOMS (ACQUISITION) (SEPTEMBER 2014)**

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID HIV/STI Prevention and Condoms." This fact sheet may be accessed at: <http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>

The Contractor agrees to incorporate the substance of this clause in all subcontracts under this contract for HIV/AIDS activities

3. **PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (SEPTEMBER 2014)**

- (a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The Contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- (b) (1) Except as provided in (b)(2), by its signature of this contract or subcontract for HIV/AIDS activities, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.
- (2) The following organizations are exempt from (b)(1):
- i. The Global Fund to Fight AIDS, Tuberculosis, and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
 - ii. U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors
 - iii. Non-U.S. Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- (3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. Contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:
- i. providing supplies or services directly to the final populations receiving such supplies or services in host countries;
 - ii. providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
 - iii. providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).
- (c) The following definitions apply for purposes of this provision:
- "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
- "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).
- (d) The Contractor shall insert this provision in all subcontracts for HIV/AIDS activities.
- (e) Any violation of this provision will result in the immediate termination of this award by USAID.
- (f) This provision does not affect the applicability of FAR 52.222-50 to this contract.