



## Request for Proposal (RFP)

Baseline Survey

RFP No: **SHA-082**

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### Part A: Cover Page

<b>Issuance Date:</b>	<b>December 24, 2023</b>
<b>Questions Due Date/Time:</b>	<b>December 28, 2023 by 5pm (Yemen time)</b>
<b>Response to the question(s)</b>	<b>December 31, 2023 by 5pm (Yemen time)</b>
<b>Proposal Due Date/Time:</b>	<b>January 21, 2024 by 5pm (Yemen time)</b>

The Strengthening Healthcare Access Project (the Project), implemented by JSI is soliciting proposals for conducting baseline assessments. The anticipated period of performance is January 2024 to June 2024. The Strengthening Healthcare Access in Yemen Project is funded by The United States Agency for International Development (USAID) and subject to all applicable 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:

The Strengthening Healthcare Access Project in Yemen

To: [shay\\_procurement@jsi.com](mailto:shay_procurement@jsi.com) please, write **RFP No: SHA-082** in the email subject

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 the JSI 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 PO/contract.

**Buyer:** 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: [shay\\_procurement@jsi.com](mailto:shay_procurement@jsi.com) no later than **January 21, 2024**. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated interest in this RFP.

Only written answers from JSI's 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 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 [shay\\_procurement@jsi.com](mailto:shay_procurement@jsi.com). Proposals must be submitted by email only with the subject line "**RFP No: SHA-082**"

The proposals must be prepared in two separate volumes: i. Technical Proposal; and ii. 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 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. The offeror is encouraged to submit past performance references documented and submit with technical proposals.

Additionally, the offeror must submit references details (name, position, email, contact ..etc) for three clients (preferably international organizations), documenting past performance highlighting quality of service, rate of responsiveness and turnaround time for payment processing.

**c) Team composition**

The bidder may propose the relevant team composition based on the details of the TOR (Part C). However, the composition of the team members of the consultancy firm is expected to be as follows:

- The lead Consultant must have at least a Master's degree in Public Health, Reproductive Health, Statistics, Monitoring and Evaluation, Social sciences or any related qualification with appropriate gender mix.
- Track record of at least five years of experience conducting large-scale evaluation on areas of demand creation, quality improvement, access, capacity building, community engagement, health information systems, etc. in Reproductive Maternal, Newborn, Child Health and Nutrition (RMNCH-N).
- Provide proof of work in similar formative research/baseline or studies and those who can avail the list of previous clients who may provide reference feedback about previous engagements. Provide copies of previous reports in similar studies or evaluations.
- Experience in both quantitative and qualitative research, moderating FGDs, etc.
- Prior experience working in the middle east (particularly Yemen) and experience and familiarity with the local language (Arabic), culture, and traditions will be an added advantage.
- Excellent teamwork, communication, and dissemination skills.
- Ability to write clear, concise reports in English.

**d) 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 subcontract /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. Offered price must include comprehensive insurance, shipping and handling charges, and state INCOTERM, if any.
6. Please indicate all prices exclusive of VAT, Excise or other taxes.
7. The offeror should submit a cost proposal budget narrative.

#### **e) Mandatory Requirements**

Copies of supporting documentation including:

- Valid Tax ID.
- Most recent tax clearance certificate (preferred).
- Valid registration certificate for the Organization/Incorporation in Yemen.
- Permit from the Ministry of Trade and Industrial Affairs, if applicable.
- Evidence of past work experience. (Purchase orders, contracts, agreement)
- Relevant Public Procurement Authority Certificate with the High Committee for Tender Control (HATC), if applicable.
- All mentioned above should be translated to English.

#### **f) Certifications**

The proposal shall be accompanied by all required Certifications in Part D (Attachments A&B), 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 contract 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 services. JSI reserves the right to issue more than one award, separating out the different insurance policies, if deemed appropriate by JSI.

### **4. 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 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 a proposal to be considered technically acceptable, it must either be one of the top two scoring proposals received or it must receive a minimum of 35 technical points.

A proposal submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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	<p><b>Technical Approach, Methodology and Implementation plan</b></p> <ul style="list-style-type: none"> <li>● Comprehensiveness of proposal approach. Clarity and appropriateness of proposed activity.</li> <li>● Implementation plan and proposed timeline are realistic and include all proposed elements of activity.</li> <li>● Responsiveness to Terms of Reference</li> </ul>	35
2	<p><b>Capabilities and Past Performance</b></p> <ul style="list-style-type: none"> <li>● Organizational, financial and technical capabilities and resources to implement this work</li> <li>● Previous successful past experience implementing similar activities.</li> </ul>	20
3	<p><b>Team composition and experience</b></p> <ul style="list-style-type: none"> <li>● Lead consultant educational preparation</li> <li>● Professional mix</li> <li>● Experience working in middle east (similar setting)</li> </ul>	15
4	<p><b>Proposed Costs</b></p> <ul style="list-style-type: none"> <li>● Reasonableness of proposed budget based on scope of activities proposed.</li> <li>● Summary budget, detailed budget, and budget notes included.</li> <li>● Comparative lowest price</li> </ul>	30
	<b>Total</b>	<b>100</b>

#### 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. Any expenses incurred in excess of the agreed upon amount in the contract 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.

#### 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 must include a financial viability statement to confirm that they have the financial viability and resources to provide the proposed services 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, bank 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 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 Zambia 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>.

#### 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 contract. The project also reserves the right to request a presentation and to conduct negotiations on technical, management, or cost issues prior to the award of a contract. In the event that an agreement

cannot be reached with an offeror the JSI will enter into negotiations with alternate offerors for the purpose of awarding a 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 RFP.

#### **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

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Purpose:	<a href="#">Project Baseline Survey</a>
Activity Manager:	<a href="#">Addisalem Kebede, MEL Director</a>
Period of Performance:	<a href="#">January to June 2024</a>
Place of Performance:	Selected districts in Aden, Hadramout, Lahj, and Taiz Gov. Yemen
Activity Code:	ODC General

### Description of requirement (Goods or Services):

#### I. Background

With an estimated population of more than 30 million and life expectancy at birth of 66.4 years, Yemen has one of the highest fertility and mortality rates in the world. The country's current socioeconomic and demographic situation is worse than perceived because of the interplay between the ongoing political situation, COVID-19, and the humanitarian crises, among others.

The Strengthening Healthcare Access project, funded by the United States Agency for International Development (USAID) will aim to sustain access to and equitable use of high-quality, evidence-based maternal, newborn, and child health; nutrition; family planning; and reproductive health (MNCHN/FP/RH) information, services, and care, while enhancing the capacity of public health institutions, local organizations, and providers to deliver those services. JSI Research and Training (JSI) and its implementing partners (IPs), Field Medical Foundation (FMF); National Yemeni Midwives Association (NYMA); Adventist Development and Relief Agency (ADRA); and MSI Reproductive Choices will operate the project for five years (July 1, 2023–June 30, 2028).

The project's strategy emphasizes a community-led three-tiered approach of demand generation, supply-side reinforcement, and enabling environment support. The project will use community midwives (CMWs), community reproductive health volunteers (CRHVs), and community structures to generate demand for services through social and behavioral change (SBC) activities; facilitate access by mitigating affordability and transportation barriers; link families to advanced care via a robust referral system; and enhance community and individual efforts to improve health.

Geographically, the project will be implemented across 25 selected districts in Aden, Hadramout, Lahj, and Ta'izz governorates. This baseline survey will be targeting the 16 districts that were not included in the SHARP endline assessment (districts list provided under section III).

## Project goal and objectives

The project has an overarching goal: sustain access to and equitable use of high-quality, evidence-based maternal, newborn, and child health; nutrition; family planning; and reproductive health (MNCHN/FP/RH) information, services, and care, while enhancing the capacity of public health institutions, local organizations, and providers to deliver those services.



**Project objectives:**

1. Improve readiness of health facilities and personnel to provide high-quality care;
2. Ensure flow of high-quality health supplies and improve commodity security;
3. Improve access to MNCHN/FP/RH services, including emergency services;
4. Increase uptake of MNCHN/FP/RH services through awareness, removing barriers to behavior change, and making services more client-centered;
5. Promote self-care and preventive health by educating the community;
6. Improve governance and financing of MNCHN/FP/RH programs by working with the MoPHP;
7. Improve coordination among partners involved in the delivery of MNCHN/FP/RH services;
8. Improve availability and use of health management information systems (HMIS);
9. Improve MoPHP’s capacity to update policies, regulations, and guidelines related to MNCHN/FP/RH;
10. Establish an accredited community midwife (CMW) pre-service training program.

## Project strategies and guiding principles

The project strategy emphasizes a community-led three-tiered approach: demand generation, supply-side reinforcement, and enabling environment support. The Activity will use CMWs, community reproductive health volunteers (CRHVs), and community structures to generate demand for services through social and behavioral change (SBC) activities; facilitate access by mitigating affordability and transportation barriers; link families to advanced care via a robust referral system; and enhance community and individual efforts to improve health.

The project uses cross cutting themes as guiding principles to complement the strategies and approaches. The cross cutting themes are: Gender Equality and Social Norms; Equity, Dignity, and Respect; Access, Quality, and Affordability; Partnership, Institutionalization and Transition; Sustainability and Scaling of High Impact Practices (HIPs); Evidence based approach and Environmental consideration.

## Project results: Outputs and outcomes

The project has a comprehensive monitoring, evaluation, and learning (MEL) framework that lists indicators and their definition, the data sources and collection procedures, reporting frequencies, and measurement approaches among others. We will share the necessary documents including the MEL framework and its Performance Indicators Reference Sheets with the winner of the consultancy bid.

**Table 1: SHA’s objectives and expected results**

Objective	Expected Result
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<p>1. Improve readiness of health facilities and personnel to provide high-quality care</p>	<p>Improved quality of care at targeted facilities as measured by indicators and clients' feedback</p>
<p>2. Ensure flow of high-quality health supplies and improve commodity security</p>	<p>Improved supply chain functions at targeted facilities and district warehouses</p>
<p>3. Improve access to MNCHN/FP/RH services, including emergency services</p>	<p>Expanded MNCHN/FP/RH and mental health services at the community level; and enhanced access to comprehensive emergency obstetric and newborn care  (CEmONC), primary health care (PHC), and treatment family care services</p>
<p>4. Increase uptake of MNCHN/FP/RH services through awareness, removing barriers to behavior change, and making services more client-centered</p>	<p>Increased uptake of MNCHN/FP/RH services and reduction in barriers related to trust and client-perceived quality</p>
<p>5. Promote self- and preventive health care by educating the community</p>	<p>Existing and scientifically valid self-care practices identified and disseminated to the population</p>
<p>6. Improve governance and financing of MNCHN/FP/RH programs by working with the MoPHP</p>	<p>Plans for costing MNCHN/FP/RH services developed; schemes to minimize costs developed and implemented; resource mobilization campaign conducted</p>
<p>7. Improve coordination among partners involved in the delivery of MNCHN/FP/RH services</p>	<p>Active and well-coordinated supply chain coordination body which has incorporated key actors and information; continuity of operations plans to ensure essential MNCHN/FP/RH services in place at the model facilities</p>

8. Improve availability and use of health management information system (HMIS)	Improved reporting of project performance and data quality and use at targeted facilities; expanded use of electronic community health information system (eCHIS)
9. Improve MoPHP capacity to update policies, regulations, and guideline related to MNCHN/FP/RH	MNCHN/FP/RH guidelines aligned with international standards and include high-impact and evidence-based practices
10. Establish an accredited CMW pre-service training program.	The CMW training curriculum is updated and accredited.

Table 2 presents the minimum number of indicators to be assessed during the baseline survey.

**Table 2: Selected outcome indicators of The Strengthening Healthcare Access in Yemen Project**

No.	Name of indicator
1.	Health System Responsiveness through Continuity of Care: Average of the service gaps between a) ANC1 and ANC4; and b) DPT1/Penta1 and DPT3*/Penta3, in health system strengthening project catchment areas supported by USAID. [HL-4]
2.	Number of women giving birth who received uterotonic in the third stage of labor (or immediately after birth) through USG-supported programs. [HL.6.2-1]
3.	Percent of USG-assisted service delivery sites providing family planning (FP) counseling and/or services [HL.7.1-2]
4.	% of MNCHN/FP/RH and MHPSS providers who have been competency assessed by competency level reached [custom]
5.	Mean result of competency assessments for CMWs (most recent result for each CMW) (by governorate) [custom]

6.	Number of USG-assisted community health workers providing voluntary family planning (FP) information, referrals, and/or services during the year [HL.7.2-2]
7.	Number of women giving birth in a health facility receiving USG support [HL.6.2-2]
8.	Number of cases of child diarrhea treated in USG-assisted programs [HL.6.6-1]
9.	Percent of audience who recall hearing or seeing a specific USG-supported FP/RH message [HL.7.2-1]
10.	Percent of women 15-49 in a union using modern contraception. (Custom)
11.	Number of newborns who received postnatal care within two days of childbirth in USG-supported programs [HL6.3-63]
12.	Number of pregnant women reached with nutrition-specific interventions through USG-supported programs [HL.9-3]
13.	Number of children who received their first dose of measles-containing vaccine (MCV1) by 12 months of age in USG-assisted programs [HL.6.4-62]
14.	Percent of children 0-23 months of age who were breastfed within one hour of birth [custom]
15.	Proportion of infants 0-5 months of age who are fed exclusively with breastmilk.
16.	Number/Percent of low-birth-weight newborns initiated in KMC in project-supported facilities [custom]
17.	Number of project-supported facilities implementing MNCHN/FP/RH and/or MHPSS quality improvement (QI) action plans
18.	Number/percent of project-supported districts that held a data review meeting that included MNCHN/FP/RH data with a high-level official present in the last 6 months
19.	Number of project-supported facilities that have effective patient feedback mechanisms

20.	Percent of USG-assisted organizations with improved performance [CBLD-9]
21.	Number of project-assisted organizations that are actively implementing an organizational or technical capacity strengthening plan
22.	Number of policies and guidelines reviewed and revised in collaboration with MoPHP and professional organizations
23.	Percent of planned organizational capacity strengthening interventions completed (by organization)

No.	Name of indicator
24.	Number/percent of cases of child diarrhea treated in USG-assisted programs. [HL.6.6-1]
25.	Percent of individuals in the target population reporting exposure to USG-funded family planning (FP) messages through/on radio, television, electronic platforms, community group dialogue, interpersonal communication or in print.
26.	Percent of children who received DPT3 (Penta3) by 12 months of age in USG-assisted programs.
27.	Percent of women having at least 4 antenatal care (ANC) visits during their most recent pregnancy.
28.	Percent of children under five with ARI who received antibiotics.
29.	Percent of children under age five who were identified as malnourished [MUAC less than 115 mm].

30.	Percent of community members who have been exposed to a behavior change communication (BCC) message who have subsequently adopted at least one health-promoting habit to improve maternal and child-related health.
31.	Percent of target audience who know at least three warning/danger signs of obstetric complications.
32.	Percent (or number) of deliveries attended by skilled health personnel.

## Scope of the assessment

- Knowledge, Attitude and Practice (KAP) survey:
  - Both quantitative and qualitative approaches will be employed
- Public health facilities gap assessment (sampled HFs will be used)
  - Refer HeRAM: summary of project targeted HFs profile, retrieve service availability and readiness data for MNCHN/FP/RH, MHPSS and GIS coordinates of HFs.
  - Health facility gap assessment/audit
    - Targeting project supporting facilities across project supporting districts-sample will be determined by using WHO/SARA sample size determination calculation formula.
- Desk review
  - Documents strategies/guidelines/policies related to MNCHN/FP/RH & MHPSS
- Availability of Community-based Integrated Management of Childhood Illnesses (C-IMCI) and functionality. C-IMCI providers will be identified and interviewed to understand the enablers and barriers related to the service.

**Note:** KIIs and in-depth interviews for understanding the functionality of existing services (IMCI providers)

### II. Baseline survey Scope and Objectives

The assessment intends to understand the current situation in regards to sustaining access to and equitable use of MNCHN/FP/RH services. This will help to establish the baseline status in the project supported districts. The findings are supposed to inform the refinement of contextualized interventions to attain the project objectives and goal. The findings will also be used by implementing partners, stakeholders, and key government officials for informed decision-making in addressing existing and continuing health problems and implementation challenges in the Yemeni context.

The specific objectives of the assessment are identified in relation to the thematic areas of the project (MNCHN/FP/RH) and at four levels of the health systems (individual, community, system, and policy).

Specific objectives of the baseline assessment with related information summarized in table 3.

Table 3: Specific objectives of the baseline assessment by thematic area and levels, and suggested methods

Thematic Area	Level of assessment	Specific objectives at different levels of the health system	Suggested Methods
MNCHN/FP/RH	Individual	To assess knowledge, attitude, and practice on MNCHN/FP/RH.	Household survey
	Community	To assess the functionality of formal & informal community structures in support of MNCHN/FP/RH	Key informant interviews (KIIs) and focus group discussions (FGDs)
		To explore enablers and disablers of MNCHN/FP/RH related interventions	KIIs
	System	To conduct facility assessment/audit to identify the readiness of public health facilities for MNCHN/FP/RH and MHPSS services	Health facility assessment; HeRAMs data review
		To assess referral functionality/system from community to health facilities	KIIs and FGDs
	Policy	To identify the existing MNCHN/FP/RH, SBC strategies and guidelines	Desk review
		To understand the challenges in implementing policies and strategies regarding MNCHN/FP/RH	KIIs

### III. Activities/Tasks (Services) or Specifications (Goods)

## Assessment context and location

The baseline survey will be targeting the 16 new districts from the overall 25 districts under the four governorates supported by the project. Sample selection for the household survey will include residents from across the villages and sub-villages under each of the 16 new districts within the four governorates, refer the table below:

Table 4: Summary of project supported governorates and districts

Governorate	# of targeted districts	List of districts
Aden	5	Al Mansoura, Khormaksor, Kritar-Sirah, Al Mualla, At Tawahi
Hadramout	5	Al Mukalla, Broome, Ghayl Ba Wazir, Ash Shihr, Ad-Dis
Ta'izz	2	Al Ma'afer, Gabal Habashi
Lahij	4	Al Hawtah, Almilah, Radfan, Yahar

## Proposed Methodology

### Study Design

A mixed methods design employing both quantitative and qualitative methods will be used. The quantitative component will focus on collecting data at the household level on the knowledge, attitudes, and the current practices with respect to seeking MNCHN/FP/RH services among adult women (18-49 years) who gave live birth in the last two years (having under-five children 0-59 months). The qualitative methods in the forms of KIIs and focus group discussions will be conducted with relevant experts, officials and community members to understand the socio-cultural enablers and barriers, to explore additional insight and information on the current situation of project supporting sites. The proposed quantitative and qualitative methods will be supplemented by desk/document review. Desk review of documents on the project sites will be used to supplement findings of the baseline surveys and facility assessments/mapping, to identify MNCHN/FP/RH and SBC strategic documents.

In addition, a health facility assessment will be conducted to learn about the existing resources, services, and system to improve the availability and quality of MNCHN/FP/RH and MHPSS services. This assessment



will build on data/information available in HeRAM's database and look for the gap related to appropriate space, equipment, supplies, systems, human resources, and capacity buildings.

Further, a qualitative approach (KII/FGD) will be employed to understand the availability and functionality of C-IMCI providers.

The Consultant is free to propose a complementary approach to the proposed study design.

## Target population

The quantitative component of the study will include mothers of children aged 0- 59 months which will be addressed through a household survey. The study population for the qualitative component will involve six population groups: married men and women (aged 18-49 years for women and 18-59 years for men), health workers, health experts, community leaders, community midwives, and partner representatives. In addition, data will be collected from relevant documents (MNCHN/FP/RH policy, strategies, implementation guidelines, assessments).

### Sample size for the quantitative household survey and health facility assessment

The project is proposing a single population proportions formula to estimate the sample size. The following assumptions will be used as inputs: 95% confidence level, 5% margin of error, design effect of 1.5 and response rate of 95%. Available initial estimates for selected indicators corresponding to the MNCH/FP/RH areas will be used as estimates of population proportions. Initial estimates for selected indicators will be referred from SHARP endline survey. As this baseline assessment will be targeting new districts (which were not assessed by SHARP endline survey), the 0.5 proportion would be considered optionally. This would help to get the maximum representative sample of households from each of the governorates. Based on the calculated sample size we have a power ranging from 80% to 100% to detect a 10 percentage point increase in the indicators.

For the health facility assessment, a representative sample of facilities will be selected from the 4 governorates and 25 districts. The project is suggesting to use recommendations from WHO 2013 to estimate the sample size.

The following formula will be used to calculate the sample size; the sample size will be updated based on the updated number of health facilities in Yemen (HeRAMS will be referred to).

$$N = \left[ \frac{(z^2 * p * q) + ME^2}{ME^2 + z^2 * p * q / N} \right] * d$$

Where: n = sample size z = confidence level at 95% (1.96) ME = margin of error (15%) p = the anticipated proportion of facilities with the attribute of interest (.5) q = 1-p N = Total number of Facilities in each stratum, d= design effect=1.5, Refusals and closed facilities =10%, (NoteJ (Given the limitations of resources and time; the design effect of 1 will be considered).

### Sampling technique for quantitative and health facility assessment approach

The consultant will propose a selection and sampling technique based on the sampling framework provided by the project.

**Governorates>>>Districts>>>>Catchment HFs>>>Households**

For the health facility assessment, the proposed approach is stratified random sampling with probability proportional to size technique. That is considering, type of facility as a strata and accounting for the size/number of facilities in each governorate the sample size will be proportionally allocated. The first round of sampling will be hospitals and CEmONC centers by simple random sampling. Then, the pool of health centers within the selected hospitals/CEmONC centers will be used to sample catchment health centers. This will ensure selection of facilities which are referral and administratively integrated allowing for health facilities assessment.

**Sample size and sampling for qualitative study**

Purposive sampling will be used to select respondents for the KIIs and FGDs. The study participants will be health workers, health experts, community leaders, community midwives, and partner representatives. Table 4 summarizes the participants of the FGD and KIIs.

Table 5: Data sources and data collection method for qualitative study

Participants	Method	Number of KII/FGDs	Remark
Health workers (public/private)	FGD/KII		
Health experts (GHOs, DHOs, MOH, Donor)	KII		
Community/religious leaders (Imams, ...)	KII		
School teachers/principals	KII		
Community midwives	FGD		
Partner representatives	KII		
C-IMCI providers	KII		

*Note: the consultant came up with an estimated number of KIIs and FGDs.*

## Data collection methods and tools

The consultant expected to review and update a proposed data collection methods and tools in line with the baseline survey objectives and scope of the assessments. The Strengthening Healthcare Access Project will review and approve the methods and tools before they are deployed by the Consultant.

## Data management and Analysis

### Data recording and processing

Strengthening Healthcare Access Project recommends an electronic data collection tool that will be configured/programmed on android tablets/phones for the household survey and audio recordings for the qualitative approach i.e., for KIIs and FGDs. The project recommends Survey CTO be used for the baseline survey. However, the consultant can propose any data processing technique that can produce data that can easily be re-coded and analyzed using statistical software such as SPSS, STATA, or R. We encourage pilot-testing of the data collection tools as part of the practical session of the training of the field team.

### Data analysis

The consultant can propose a data analysis plan that is in line with the baseline survey objectives including the software to be employed for statistical analysis. Before data analysis begins, the consultancy firm shall prepare dummy tables and submit them to JSI for review and approval. The analysis plan will ensure that all the objects are addressed in line with the expected project results. Appropriate qualitative data analysis software like Nvivo, ATLAS Ti, MAXDQA will be recommended for coding and analysis of the qualitative data.

### Quality assurance measures

The consultant should clearly illustrate the data quality assurance measures that will be employed for both the quantitative and qualitative data. The outline may include measures that will help to ensure validity and reliability starting from the design and administration of the data collection tools up to the data management.

## Ethical Considerations

The survey recognizes the critical importance of abiding by the basic public health ethical principles including the principles of respect for autonomy, beneficence, nonmaleficence, and justice. We expect the consultant will make every effort to protect the confidentiality and anonymity of the participants and to ensure the confidentiality and protection of the data. This will be done on four levels: (1) obtaining ethical clearance by JSI's IRB as the managing entity for the project upon finalizing the data collection tools with the respective consent forms; (2); obtaining approval and permission to conduct the study from the Ministry of Public Health and Population (MOPHP) and Central Statistical Organization (CSO) in Yemen (3) ensuring that verbal or written informed consent is obtained from each participant; and (4) ensuring

that data confidentiality is strictly maintained in line with JSI's data sharing policy which will be boldly addressed in the contract agreement.

#### IV. Deliverables and Schedule

## Deliverables

- An inception report refining/specifying the proposed methodology for answering the baseline survey objectives:
  - Description of overall survey design
  - Data sources
  - Description of data collection methods and analysis (including level of precision required for quantitative methods, value scales or coding used for qualitative analysis, ...)
  - Description of sampling (area and population to be represented, rationale for selection mechanisms, limitation to sample, ...)
- Make presentations during the inception meeting to clarify approaches and scope of engagement. This inception report will have to be endorsed by the Strengthening Healthcare Access Project.
- A draft report presenting the first results, conclusions and recommendations (to be presented in a validation workshop).
- A final report:
  1. KAP survey approximately 45-50 pages' maximum
  2. Health facility gap assessment approximately 25-30 pages
  3. Desk review maximum of 15-20 pages

**Note:** page limits excluding executive summary and annexes after incorporating feedback from Strengthening Healthcare Access Project.

- Indicator definition table
- A PowerPoint presentation summarizing the report to open discussions with the project team (20 slides max).
- Final clean raw quantitative data in SPSS and Excel
- Data dictionary defining the measurement of variables of the baseline survey

## Final report content for the KAP survey

The minimum content of the final reports for each of the deliverables (mentioned above) should constitute the following:

1. Executive summary in bullets (max. 5 pages)
2. Introduction
3. Methodology, including limitations
4. Results: findings of the survey. The analysis should be presented according to the objectives of the survey
5. Indicator summary table for each of the result areas

6. Identified socio-cultural barriers with programmatic implications
7. Identified MNCHN/FP/RH policy/strategy/implementation documents
8. Overall recommendations from the survey: programmatic implications
9. Annexes: Data collection tools (English and Arabic versions, detailed analysis tables/charts, etc.)

**Table 6: Timeline\* of the baseline assessment for data collection tools development**

Activity/Milestone	2023	2024					
	Dec	Jan	Feb	Mar	Apr	May	Jun
Hiring a consultant: Advertise the TOR to hire a consultancy firm, recruit consultancy firm (document review, interviews, contracts, etc.); contract signed between consultant and JSI							
Consultant develops inception report, as well as data collection tools and presents to JSI/SHARP; translation of data collection tools							
Obtain ethical clearance (IRB approval): JSI develops protocols for ethical approval							
Configuration and programming of the eData collection tools on android (SurveyCTO)							
Training materials preparation and training of field team ( <i>using electronic tools</i> )							
Conducting the fieldwork (data collection)							
Data cleaning, transcription, coding, analysis, and report writing							

<b>Draft preliminary report with recommendations</b>							
<b>Validation meetings with JSI and partners</b>							
<b>Addressing the feedback and share the final report</b>							

\*Detailed timeline will be prepared during inception report preparation.

## Roles and responsibilities

The roles and responsibilities of the different actors for the endline evaluation is outlined in the below table.

<b>Actor</b>	<b>Roles and responsibilities</b>
Project partners	<ul style="list-style-type: none"> <li>● Advise the contractual requirements</li> <li>● Review the inception report and data collection tools in a timely manner</li> <li>● Ensure that implementation complies with administrative, temporal and financial conditions</li> <li>● Prepare the protocol and submit for internal JSI IRB approval</li> <li>● Communicate to stakeholders about the study</li> <li>● Review the draft report and provide feedback</li> <li>● Participate in the review of the data collection tools</li> <li>● Review and give feedback on the evaluation report</li> <li>● Oversee the entire evaluation</li> <li>● Monitor the study timeline and budget</li> <li>● Monitor data collection</li> <li>● Avail the necessary documents to the consultant</li> <li>● Facilitate field work</li> <li>● Facilitate field support letters from the right government body (MOPHP, GHOs and/or DHOs)</li> </ul>

Consultant	<ul style="list-style-type: none"><li>● Develop an inception report</li><li>● Design the evaluation methodology</li><li>● Develop/adapt data collection tools.</li><li>● Contribute to reviewing the protocols to be submitted for IRB</li> <li>● Recruitment and training of field team, data collection, data analysis and report writing</li> <li>● Make presentations during the validation workshop</li> <li>● Incorporate Strengthening Healthcare Access Project feedback into the final report</li></ul>
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## Part D: Certifications

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

#### **2. Other Representations & Certifications**

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



complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference

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

exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

- (i) It [ ] is, [ ] is not an inverted domestic corporation; and
- (ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(f) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

(2) The offeror represents that—

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

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

### 3. 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**

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

By signing and submitting this certification, the offeror certified that neither it nor any of its Principals are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or otherwise declared ineligible from participation in this transaction by any Federal department or agency.

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

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

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

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

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

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

1. **Goods and Related Services:** The contractor shall deliver the goods and services described on the Purchase Order (PO), 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 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, 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,

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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.

(1) 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>.

(2) 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/>

(3) 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.

(4) 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.

(5) 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,

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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](http://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.

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):

<https://www.usaid.gov/ads/policy/300/303maa>

(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 "Recipient" or "Contractor" shall mean "Vendor" 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

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		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: <a href="https://www.usaid.gov/work-usaid/resources-for-partners">https://www.usaid.gov/work-usaid/resources-for-partners</a> .	
RAA31	NEVER CONTRACT WITH THE ENEMY	NOVEMBER 2020

2. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement 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 prime recipient must flow this provision down in all subawards, procurement contracts, or subcontracts for HIV/AIDS activities.

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

(a) This 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. None of the funds made available under this agreement may be used 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 accepting this award or any subaward, 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.

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- ii. U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors
- iii. Non-U.S. contractors and subcontractors 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. recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement 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 recipient must insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts for HIV/AIDS activities

(e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term..

4. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

For Contracts of amounts in excess of \$150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).