



Request for Proposal (RFP)

Legal Services

RFP No: **SHA-093**

Part A: Cover Page

Issuance Date:	January 15, 2024
Questions Due Date/Time:	January 25, 2024 by 5pm (Yemen time)
Response to the question(s)	January 28, 2024 by 5pm (Yemen time)
Proposal Due Date/Time:	February 3, 2024 by 5pm (Yemen time)

The Strengthening Healthcare Access Project and MOMENTUM Integrated Health Resilience (the Projects), implemented by JSI is soliciting proposals for legal services in Yemen. The anticipated period of performance is February to December 2024. The Strengthening Healthcare Access (SHA) and MOMENTUM Integrated Health Resilience (MIHR) are 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 please, write **RFP No: SHA-093** 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.

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 no later than **January 25, 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. Proposals must be submitted by email only with the subject line "**RFP No: SHA-093**"

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

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 responsibility listed in the Terms of Reference.

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) Cost Proposal Requirements

The Offeror is to provide quotes for the services to be provided. The quote may include a proposal for provision of services based upon a flat monthly rate (retainer), an hourly rate or rates (based on the legal provider), or a combination of both. Note that the rates proposed will be fixed throughout the duration of the agreement.

- Quotes are to be provided in USD.
- VAT, if applicable, should be quoted separately from the total price.
- Quotes must include validity of prices, no less than 120 days.
- The Offeror must disclose in the proposal any legal or regulatory actions pending against the Offeror.
- The Offeror must clearly specify all terms of payment, and preference will be given to quarterly payments.

e) Mandatory Requirements

Copies of supporting documentation including:

- Copy of a license to practice law in Yemen.
- Copy of legal degree for the lawyer.
- 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.

Cost Proposal Budget Narrative Preparation Instructions

A detailed budget narrative that justifies the costs as appropriate and necessary for the successful completion of proposed services should be attached to the budget. The budget narrative should clearly describe the costs and cost assumptions. 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.

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	Technical Approach, Methodology and Implementation plan <ul style="list-style-type: none">• Comprehensiveness of proposal approach. Clarity and appropriateness of proposed TOR.• 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 work• Previous successful past experience implementing similar activities with similar type organizations.• Positive references from other organizations.	30
4	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	30
	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. 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

Purpose:	Legal Services
Activity Manager:	Ahmed Ali, HR Manager
Period of Performance:	February 2024 to December 2024
Place of Performance:	Selected districts in Aden, Hadramout, Lahj, and Taiz Gov. Yemen
Activity Code:	0551-1065

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 (SHA) and MOMENTUM Integrated Health Resilience (MIHR) are 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, Inc (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 will employ approximately 50-60 staff throughout the life of the project and may need legal consultation on both employee/labor issues, as well as operational issues. Therefore, JSI is seeking a reputable and experienced lawyer (individual) or law firm (organization) to provide regular consultative services on an as-needed basis.

The following services and support are required:

- Acting as a legal advisor to JSI, including providing legal advice to JSI on compliance with Yemen law, including but not limited to, Yemen labor law, taxation, social security, etc.
- Providing advice on legal corporate taxation and payroll reporting requirements;
- Preparing written legal opinions as requested by JSI, with supporting backup documentation (extracts of relevant laws);
- Reviewing the JSI's policies to ensure compliance with Yemen law;
- Proactively researching, monitoring and analyzing implication of legislation and regulatory matters that affect JSI's activities and employment in-country;
- Providing legal advice on project registration, operation, and employment;

REQUEST FOR PROPOSALS

RFP NO: [SHA-093](#)

- Representing and advising JSI in litigation or regarding potential litigation and addressing legal issues that may arise for JSI, ensuring the efficient handling of all negotiation and disputes, and keeping track of litigations.
- Providing legal advice on potential liability, in order to take necessary steps to control JSI's exposure;
- Maintaining confidentiality with all services provided to JSI;
- Being available by phone, email, or both, for consultation with JSI within 24 hours;
- Any other legal services as needed.

Qualifications and experience include:

- Master's Degree in Law with minimum 10 years of experience working in the Yemen legal system;
- Impeccable knowledge of local laws, including employment law, and rich experience of the Yemen legal system;
- Proven experience in litigation, particularly labor/employment;
- Proven experience working with other international NGOs as a retention lawyer;
- Excellent communication and interpersonal skills with strong analytical and problem-solving abilities;
- Exhibiting sound practical judgment;
- Fluent in Arabic and English, with demonstrated experience in drafting, reviewing, and editing agreements and contracts in English. Strong written English is required.

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 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

Signature

Signatory Name

Signatory Title

Date

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

REQUEST FOR PROPOSALS

RFP NO: [SHA-093](#)

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

REQUEST FOR PROPOSALS

RFP NO: SHA-093

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).

REQUEST FOR PROPOSALS

RFP NO: [SHA-093](#)

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.

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)

Number	Title	Date
M3	NONDISCRIMINATION	JUNE 2012
M8	USAID ELIGIBILITY RULES FOR GOODS AND SERVICES	MAY 2020
M12	PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS	MAY 2020
M17	TRAVEL AND INTERNATIONAL AIR TRANSPORTATION	DECEMBER 2014
M18	OCEAN SHIPMENT OF GOODS	JUNE 2012
M19	VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS	MAY 2006
M20	TRAFFICKING IN PERSONS	APRIL 2016
M24	ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS	DECEMBER 2022
M26	PROHIBITION OF REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	MAY 2017
M27	CHILD SAFEGUARDING	JUNE 2015
M28	MANDATORY DISCLOSURES	DECEMBER 2022

REQUEST FOR PROPOSALS
RFP NO: [SHA-093](#)

M29	NONDISCRIMINATION AGAINST BENEFICIARIES	NOVEMBER 2016
M31	PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	DECEMBER 2022
RAA6	VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	JANUARY 2009
RAA7	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	APRIL 1998
RAA27	CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS	DECEMBER 2022
	Note: the rates and instructions for obtaining DBA insurance through USAID's DBA insurance carrier are published in an Acquisition & Assistance Policy Directive found on USAID's website: https://www.usaid.gov/work-usaid/resources-for-partners .	
RAA31	NEVER CONTRACT WITH THE ENEMY	NOVEMBER 2020

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.
- ii. U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors

REQUEST FOR PROPOSALS

RFP NO: SHA-093

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).