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**REQUEST FOR QUOTATION**  
**Supply and delivery of 350 Smartphones**  
**RFQ NO: SHA - 269**

**1. PART A: COVER PAGE**

<b>Issuance Date:</b>	<b>August 7, 2024</b>
<b>Questions Due Date/Time:</b>	<b>August 14, 2024, by 3 pm (Yemen time)</b>
<b>Response to the question(s)</b>	<b>August 15, 2024, by 3 pm (Yemen time)</b>
<b>Proposal Due Date/Time:</b>	<b>August 20, 2024, by 3 pm (Yemen time)</b>

**Email Submission to the address stated below: [yemen\\_procurement@jsi.com](mailto:yemen_procurement@jsi.com)**

**Request for Supply and delivery of 350 smartphones**

JSI Research and Training Institute, Inc. is a global public health organization duly registered by the Ministry of Planning and International Cooperation (MOPIC) as an international organization in Yemen. JSI has been operating in Yemen since 1988 supporting health activities. The USAID Strengthening Healthcare Access project is a five-year (2023-2028) USAID-funded initiative in Yemen aimed at enhancing access to and equitable utilization of evidence-based maternal, newborn, and child health; nutrition; family planning; and reproductive health (MNCHN/FP/RH) services. Led by JSI, the project collaborates with partners to employ a community-guided strategy encompassing demand generation, supply-side reinforcement, and an enabling environment for health in a complex and rapidly changing setting where the Yemeni people are committed to improving their well-being. Through engagement with midwives, community health workers, community leaders, women, men, youth, elders, and families the project creates awareness, facilitates access, enhances healthcare quality, and improves public health.

Please, submit your most competitive quotation in accordance with the instructions and product specifications. Any award issued as a result of this RFQ will be subject to all instructions, product specifications, certifications, and terms and conditions included in this RFQ. This RFQ document includes the following parts:

- PART A: Cover Page
- PART B: Instructions
- PART C: Product Specifications
- PART D: Quotation Form
- PART E: Certifications
- Attachment A: General Terms & Conditions
- Attachment B: Funder Required Clauses

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**

### **A. Definitions:**

Offeror: The organization or firm providing quotes for the goods or services requested under this RFQ.

Buyer: JSI Research and Training Institute, Inc. - Herein referred to as JSI

### **B. Submission Deadline**

Quotations must be received no later than August 20, 2024, and submitted virtually to the email address: [yemen\\_procurement@jsi.com](mailto:yemen_procurement@jsi.com)

Please reference the RFQ number **SHA – 269** on your sealed envelope submission. Quotations received after the submission deadline will be marked as late and will not pass the evaluation. JSI reserves the right not to consider quotations received after the submission deadline.

### **C. Questions:**

All questions and requests for clarification regarding this RFQ must be submitted no later than August 14 2024 to [Yemen\\_procurement@jsi.com](mailto:Yemen_procurement@jsi.com) with subject reference **RFQ-SHA-269**

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

#### ***General Requirements:***

- i. Vendors can utilize the format in Part D to provide a fixed price unit cost for each item listed.
- ii. Quotations must include all the requirements and specifications as listed in the Product Specifications, Part C.
- iii. Source/Nationality: All goods and services offered in response to this RFQ and future RFQs must meet source and nationality requirements in accordance with the United States Code of Federal Regulations, 22 CFR 228. Goods must be produced in any country except Cuba, Iran, Iraq, Laos, Libya, North Korea, and Syria.

#### ***Business and Other Administrative Requirements:***

- i. The vendor will be required to deliver the requested goods to the organization's office: Khormakser Street, behind Mali Institute, Thomna St, Embassies area – Aden Gov. Yemen.
- ii. The vendor will be obligated to provide the whole quantity of phones as per the models agreed on in the Purchase Order.
- iii. The supplier will be obligated to provide the smartphones with the highest quality condition regarding the requested specifications.
- iv. Quotation validity: The quoted prices must be valid for a minimum of 120 calendar days from the deadline of receipt of quotations.
- v. Offerors must also confirm their willingness to work with JSI's standard general terms and conditions by certifying in Part D.
- vi. Offerors must be willing to provide a company profile and sign JSI's certifications in the event they are selected for this award in Part E.

- vii. Requested goods must meet all mentioned specifications in the technical submission including the brands and origins.
- viii. All offerors must have the capacity to provide (software and hardware) maintenance.

**E. Award:**

JSI intends to issue a purchase order (PO) as a final stage to confirm the procurement and awarding process of providing 350 smartphones to the organization's office.

The selection will be confirmed through the issuance of a PO with one or more service providers who best meet the criteria specified in this RFQ and are determined to be responsible and eligible suppliers for the specified items.

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

**F. Evaluation & Selection Criteria:**

Quotations will be preliminary reviewed for basic responsiveness and completeness. The quotations must be submitted on time and meet all requirements. Quotations not meeting these requirements may not receive further consideration. JSI will evaluate responsive quotations on a "best value" basis, considering a variety of factors including but not limited to conformance to the required specifications, technical acceptability of offered service, price, and past performance. The quotations will be evaluated through the following stages:

**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, agreements)
- Relevant Public Procurement Authority Certificate with the High Committee for Tender Control (HATC), if applicable.

**Certifications:**

The offer shall be accompanied by all required Certifications in Part D (Attachments A&B), signed & stamped by an authorized official of the offeror.

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

The second stage will involve the evaluation of factors. The quotation that passes all mandatory requirements and earns the most points as the below table will be determined to offer the best value for JSI.

### **Capabilities and Past Performance**

The offeror must submit past performance references and submit clear proposals (financial and technical) This includes letters from at least three organizations that are current or previous clients and can speak to the offeror's experience and quality. The past performance must highlight the quality of service, rate of responsiveness, and customer service. Additionally, the offeror must submit the name and contact details for a representative for at least three current or previous clients that can be contacted for a reference. International NGOs are preferred.

The following criteria provide clarity for how the evaluation points will be assessed:

<b>Evaluation Criteria</b>	<b>Points (100)</b>
<b>Market Brands assessed as quality:</b> - Submission of a competitive market brand with high-quality standards and availability of spare parts in the local market.	25 Points
<b>Supplier's capability and potential in providing similar requests:</b> - Submission of relevant documents (contracts) to ensure the capability of providing the highest service quality.	15 Points
<b>Warranty:</b> - Providing the one-year manufacturing warranty with the right of replacements.	15 Points
<b>Delivery Time:</b> - The ability to provide the need within a short and limited time frame (exact delivery time must be mentioned in the offer).	15 Points
<b>Price:</b> - A competitive market price.	30 Points
<b>Evaluation Criteria</b>	<b>Points (100)</b>

### **G. Payment Terms**

JSI payment cycle is net 30 days upon receipt of goods/services, inspection, and acceptance of goods/services as in compliance with the terms of the award and receipt of vendor invoice. Full cooperation with JSI in meeting the terms and conditions of payment will be given the highest consideration.

### **H. Incurring Costs:**

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

### **I. Modifications:**

JSI reserves the right, in its sole discretion, to modify the request, to alter the selection process, and to modify or amend the specifications and scope of work specified in this RFQ.

## Part C: PRODUCT SPECIFICATIONS & REQUIREMENTS

### DESCRIPTION OF REQUIREMENT:

#### I. Background

JSI is a health care consulting and research organization dedicated to improving the health of individuals and communities in the U.S. and around the world.

JSI is dedicated to improving people's lives around the world through greater health, education, and socio-economic equity for individuals and communities, and to providing an environment where people of passion can pursue this cause. JSI working in Yemen since 1988.

The USAID Strengthening Healthcare Access project is a five-year (2023-2028) USAID-funded initiative in Yemen aimed at enhancing access to and equitable utilization of evidence-based maternal, newborn, and child health; nutrition; family planning; and reproductive health (MNCHN/FP/RH) services.

Led by JSI, the project collaborates with partners to employ a community-guided strategy encompassing demand generation, supply-side reinforcement, and an enabling environment for health in a complex and rapidly changing setting where the Yemeni people are committed to improving their well-being. Through engagement with midwives, community health workers, community leaders, women, men, youth, elders, and families the project creates awareness, facilitates access, enhances healthcare quality, and improves public health.

#### II. Product Specifications and Requirements

JSI seeks to contract a vender which can provide the required quantity of smartphones with the below specifications:

Good Description	Quantity
Purchase of smartphones for the CMWs.  Minimum Specification: Network Technology            Dual SIM GSM & CDMA Operating system                Android 10, upgradeable Storage & MEMORY            256GB 12GB RAM UFS 3.0 MAIN CAMERA 50MP Video                                4K@30/60fps, 1080p WLAN                                Wi-Fi 802.11 a/b/g/n/ac/6 Bluetooth                         5.2, A2DP, LE USB                                  USB Type-C 2.0, OTG Positioning                        GPS, GLONASS, BDS, GALILEO BATTERY                            Li-Ion 5000 mAh (minimum)	350 Phones

**PART D: QUOTATION FORM**

Offeror Name and address:

\_\_\_\_\_  
\_\_\_\_\_

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

Please note:

- All items offered must be suitable for use in Yemen.
- The quantity available must be determined in numbers based on the vendor's and market's capability, considering this an obligation for provision.
- All prices must be in USD.
- The offerors are welcome to use their quotation forms or fill the below table with the price in USD.
- Validity of Quote: 120 calendar days from the deadline.

Description	Brand and Model	Quantity (determine the number)	Delivery time	Warranty	Unit Cost	Total Cost
<b>Total Cost</b>						

*The Offeror agrees to furnish any or all items upon which prices are offered at the price specified herein, delivered at the designated points, within the time specified in the schedule, and in accordance with the terms of this solicitation.*

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The Offeror may use a different format but must provide all information as required in this quotation form.*

## **PART E: Certifications**

### **I. Representations & Certifications**

– Certifications and Assurances

#### **Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned must require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, sub-awards, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients must certify and disclose accordingly.
- This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **Certification Regarding Terrorist Financing, Implementing Executive Order 13224**

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

- The Vendor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material



support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Vendor pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).

- The following steps may enable the Vendor to comply with its obligations as mentioned in paragraph 1.
- Before providing any material support or resources to an individual or entity, the Vendor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which is maintained by OFAC, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Vendor.
- Before providing any material support or resources to an individual or entity, the Vendor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Vendor should refer to the consolidated list available online at the Committee's Web site: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
- Before providing any material support or resources to an individual or entity, the Vendor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- The vendor/service provider also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

#### **For purposes of this Certification**

- *"Material support and resources"* means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
- *"Training"* means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
- *"Expert advice or assistance"* means advice or assistance derived from scientific, technical, or another specialized knowledge.
- *"Terrorist act"* means an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp> ; or an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context,

is to intimidate a population or to compel a government or an international organization to do or to abstain from doing any act.

- “Entity” means a partnership, association, corporation, or other organization, group, or subgroup.
- References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- The vendor’s obligations under paragraph 1 do not apply to the procurement of goods and/or services by the vendor that is acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Vendor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued because of this application, and any violation of it will be grounds for unilateral termination of the agreement by USAID before the end of its term.

**A.**

**Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction: .B**

II.As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –

1. “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or
2. “Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

It is USAID’s policy that no award may be made to any organization covered by (1) or (2) above unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

**A. Applicant Representation:**

1. The Applicant represents that it is [ ] is not [ ] an organization that was convicted of a felony criminal violation under Federal law within the preceding 24 months.
2. The Applicant represents that it is [ ] is not [ ] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)**

## (a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Vendor requires any of its employees or sub-recipients to sign regarding the nondisclosure of vendor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that vendor employees or sub-recipients sign at the behest of a Federal agency.

“Sub award” has the meaning given in 2 CFR Part 200.

“Sub recipient” has the meaning given in 2 CFR Part 200.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, sub-recipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, sub-recipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its application, the prospective Vendor represents that it will not require its employees, sub-recipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, sub-recipients, or

contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

**Certification of Vendor**

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

<b>Offeror Name</b>	
<b>Signature</b>	
<b>Stamp</b>	
<b>Signatory Name</b>	
<b>Signatory Title</b>	
<b>Date</b>	

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

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

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

Vendor/Service Provider Name: \_\_\_\_\_

Signatures and stamp: \_\_\_\_\_

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, 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, 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 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.

- 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).