 **Request for Proposals (RFP)**

**Support of community engagement and catch-up of zero-dose children in Haiti**

**RFP No: IMM-RFP-2024-001**

**Part A: Cover Page**

**Issuance Date**: April 9, 2024

**Questions Due Date/Time:** Accepted on a rolling basis until May 1, 2024

**Responses to Questions Posted:**  May 10, 2024

**Proposal Due Date/Time:** May 31, 2024

The Gavi Haiti EAF project, implemented by JSI Research & Training Institute, Inc. (JSI), is soliciting proposals for the support of community engagement and catch-up of zero-dose children in Haiti.

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:

Emily Kitts

Program Manager

Email: imm\_recruitment@jsi.com

 JSI is committed to the highest standards of ethics and integrity in procurement.  JSI has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. JSI also strictly prohibits collusion (bid rigging) between vendors and between vendors and JSI staff. JSI selects vendors on merit and will only engage vendors who demonstrate strong business ethics. Vendors must not participate in bid-rigging or attempt to offer any fee, commission, gift, gratuity or any compensation in-kind or in monetary form to JSI employees. Vendors who do so will be disqualified from doing business with JSI. Additionally, JSI has a conflict of interest policy that requires staff to disclose when there is a potential conflict of interest due to the staff-member’s relationship with a vendor, and if necessary, to refrain from participation in a procurement involving that vendor.  If at any time your organization has concerns that an employee has violated JSI policy, you may submit a report via JSI’s Code of Conduct Helpline at: [www.jsi.ethicspoint.com](http://www.jsi.ethicspoint.com/).

**Part B: INSTRUCTIONS TO OFFERORS**

## 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 Research and Training Institute, Inc. (JSI)

## 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:**

Questions or clarifications regarding this RFP must be in writing, submitted to [imm\_recruitment@jsi.com](mailto:imm_recruitment@jsi.com) and will be accepted on a rolling basis until May 1, 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 representative will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees of JSI, the [Insert Project Name], or any other party, will not be considered official responses regarding this RFP.

**Submission of Proposals:**

The Offeror’s proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by an individual who has signatory authority for the offeror. The offeror must submit a complete proposal package on or before the due date and time to **Emily Kitts** at **imm\_recruitment@jsi.com**. Proposals must be submitted by email only with the subject line “RFP No: **IMM-RFP-2024-001**”

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

The written proposal must contain the following information and documentation:

1. **Technical Proposal Requirements/ Proposed Plan and Approach**

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

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

1. **Capabilities and Past Performance**

The offeror must submit a capabilities statement along with documentary evidence of past performance.

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

1. **Cost Proposal Requirements**
2. The offeror should submit their most competitive and complete cost proposal.
3. A fixed unit cost and total cost proposal for completion of works as described in the terms of reference (Part C).
4. All costs must be stated in US Dollars.
5. A fixed price for each category of deliverable, each of which will be considered a fixed price budget for that specific segment of work. The price of the PO/ contract to be awarded will be an all-inclusive fixed price. No profit, fee or additional costs can be included after the award. All items/ services must be clearly labeled and included in the total offered price.
6. Please indicate all prices exclusive of VAT, Excise or other taxes.
7. The offeror should submit cost proposal budget narrative.

Cost Proposal Budget Narrative Preparation Instructions

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

1. **Other Requirements**

Please include the following documentation:

1. Corporate registration
2. Organization chart
3. Financial audit statements from the past 3 years
4. CVs of key personnel
5. List of written organizational policies for accounting, travel, procurement, and human resources
6. **Certifications**

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

* 1. Representations and Certifications
  2. Certification Regarding Debarment, Suspension, or Proposed Debarment

## AWARD

JSI intends to issue a fixed price purchase order / contract to the offeror(s) who best meet the criteria specified in this RFP and are determined to be responsible and eligible contractor to provide the required goods/services.

## EVALUATION CRITERIA

Proposals will be evaluated first to ensure that they meet all mandatory requirements and responsive. To be determined responsive, a proposal must include all documentation as listed in section 2. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

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

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Criteria** | **Points** |
| 1 | **Technical Approach, Methodology and Implementation plan**   * Comprehensiveness of proposal approach. Clarity and appropriateness of proposed activity. * Implementation plan and proposed timeline are realistic and include all proposed elements of activity. * Responsiveness to Terms of Reference | 40 |
| 2 | **Capabilities and Past Performance**   * Organizational, financial and technical capabilities and resources to implement this work * Previous successful past experience implementing similar activities. | 20 |
| 3 | **Proposed Costs**   * Reasonableness of proposed budget based on scope of activities proposed. * Summary budget, detailed budget, and budget notes included. * Best value for money | 40 |
|  | **Total** | 100 |

1. **TERMS OF AWARD**

This document is a request for proposals only, and in no way obligates JSI or its donor to make any award. Please be advised that under a fixed price contract the work must be completed within the specified total price. Any expenses incurred in excess of the agreed upon amount in the PO/ 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 provide requested goods/services.

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

1. **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.

1. **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.

1. **FINANCIAL RESPONSIBILITY**

Offerors which are firms and not individuals must include in the capabilities statement that they have the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined below. JSI reserves the right to request and review the latest financial statements and audit reports of the offeror as part of the basis of the award.

1. **LANGUAGE**

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

1. **NEGOTIATIONS**

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

1. **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.

1. **INCURRING COSTS**

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

1. **MODIFICATIONS**

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

1. **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: *Support of community engagement and catch-up of zero-dose children in Haiti*

Activity Manager: *JSI* *Zero Dose Focal Point*

Period of Performance: *12 months (July 2024-June 2025)*

Place of Performance: *Haiti*

Activity Code: *32164.0001*

**DESCRIPTION OF REQUIREMENT (GOODS OR SERVICES):**

**I. Background**

Recognizing the importance of addressing inequities to ensure the immunization coverage and the health of every child, Gavi’s most recent five-year strategy (5.0: 2021-2025) focuses on zero-dose (ZD) children and missed communities. Gavi’s 5.0 strategy and goals align with the World Health Organization’s (WHO) Immunization Agenda 2030 and its targets of a 25% reduction in the number of zero-dose children by 2020 and a reduction of 50% by 2030. Gavi’s equity approaches center around “strengthening primary healthcare systems, building and sustaining community demand, addressing gender barriers and using innovation to ensure that immunization services reach these children.” Gavi provides funding to countries to reach these ambitious goals and recommends a framework that addresses approaches to identify, reach, monitor and measure and advocate (IRMMA) for zero-dose children.

The Gavi funded EAF project is a two-year project focused on reducing the number of zero-dose and under-immunized children in Haiti, with special focus on the populations in West, South, and South East Departments. The project objectives include implementation of community-based strategies tailored to reaching zero-dose and underimmunized children; improving the supply chain system to run more effectively and efficiently; and building the capacity of EPI staff, including health workers. The selected organization(s) will work with the JSI EAF team to implement activities in support of these objectives.

**II. Objectives**

* Implementation of community-based strategies tailored to reaching zero-dose and under-immunized children;
* Improving the supply chain system to run more effectively and efficiently

**III. Activities/Tasks (Services)**

JSI seeks to contract one or more locally-registered non-governmental, independent, non-profit organizations to assist with communication and community mobilization, coordination with local institutions, and monitoring and documentation related to vaccine uptake in Haiti, in two municipalities. Locally-registered organizations are invited to submit proposals containing all activities below to be implemented in a minimum of one (1) municipality. Organizations who wish to submit for multiple municipalities may do so by submitting one consolidated technical proposal (indicating municipalities being bid) and one budget per municipality (see budget template) (see section III.7 for eligible municipalities).

1. **Follow up and tracking of children having missed immunization appointments in the DDS South/South East**
   1. Conduct follow-up activities bi-monthly through home visits and phone calls with children who have missed immunization appointments in the DDS South/South East, including vaccinations and making appointments for vaccination at the health facility
   2. Track children with missed immunization appointments in health centers, rally posts, and through door-to-door follow-up visits
   3. Provide a means of transportation so that two health center staff per facility and a CSO can conduct follow-up activities every other month
   4. Provide motivation fees (up to 3,000 HTG) to health center staff for each follow-up activity performed to pay for their time and refreshments
2. **Joint JSI-municipalities supportive supervision visits to ZD communes in the DDS South/South East**
   1. Accompany municipality EPI staff (including DDS manager and assistant) on monthly supportive supervision visits to one health facility covering immunization/vaccination topics including but not limited to:
      1. Vaccine benefits and key vaccines for children under one year
      2. Schedule for regular and extra vaccine activities
      3. Expectations from customers and parents
   2. Promote integration of immunization with other technical areas such as nutrition, maternal and child health, etc.
   3. Conduct supportive supervision visits with EPI DDS manager and assistant
   4. Use established checklist encompassing aspects of service delivery, cold chain, and stock management
   5. Ensure on the job training is provided for health facility staff who participate in supportive supervision, as issues and best practices are identified
3. **Establishment of community mobilization units and support to operations in DDS South**
   1. Support recruitment of eligible community members to be leaders within community units
   2. Establishing new community units and ensuring they are operational including but not limited to setting meetings, confirming attendance, setting agendas, etc.
   3. Support planning and financing the community unit operations (ex: snacks for 20 people, transportation fees for 9 people, community meetings for 20 people, door-to-door awareness activities, mass community awareness activities, etc.) once per month.
   4. Support developing and delivering technical content of community meetings, including education of leaders on vaccination and other health-related topics, meeting reports, and follow-up with local stakeholders. Strengthen the capacity of leaders to take over this role as they become more comfortable with their roles and responsibilities.
4. **Conduct monthly field visits over the course of the 18 month contract to support planning and to supervise catch-up immunization activities to reach zero-dose and under immunized children in DDS South/South East**
   1. For health facilities that are not achieving at least 70% of performance targets in a given month, support and supervise monthly catch-up activities at the health facilities and rally posts
   2. Assess facility operations, including service delivery and stock management for field activities
5. **Monitoring and Documentation**
   1. Monthly monitoring of immunization progress and activities
   2. Support monitoring and learning activities, including but not limited to collecting key data from health facilities and documenting lessons learned.
   3. Support the project in collecting data on key indicators such as:
      1. Number of children vaccinated
         1. Number of children 0 - 11 months vaccinated
         2. Number of ZD children vaccinated
         3. Number of children vaccinated as part of a catch-up campaign
         4. Number of follow-up children vaccinated
   4. Number of caregivers followed up with following a missed appointment
   5. Regularly report on all project activities through Monthly written reports and weekly check-ins with the Project Lead.
   6. Support documentation of project activities
   7. Lead and/or support the development of communications products including but not limited to communications products that document lessons learned, success stories, and best practices.
6. **Coordination** 
   1. Coordinate with JSI staff, health care workers at health facilities and rally posts, and Ministry of Health staff
7. **Geographic zones**

Locally-registered organizations are invited to submit proposals containing all activities listed above to be implemented in a minimum of one (1) municipality. Organizations who wish to submit for multiple municipalities may do so by submitting one consolidated technical proposal (indicating municipalities being bid) and one budget per municipality (see budget template). Eligible municipalities include:

* 1. South Department: Camp-Perrin, Torbeck, St-Jean du Sud, St Louis du Sud
  2. South East Department: Belle-Anse, Bainet, Cotes-de-Fer, Jacmel, La Vallee, Marigot

**IV.** **Deliverables and Schedule**

|  |  |  |
| --- | --- | --- |
| **Deliverable Name** | **Deliverable Description** | **Timeline\*** |
| Workplan | Excel and/or Word document(s) describing planned activities, timeline, budget, and persons responsible | August 2024 |
| Monthly Activity Report | Word documents submitted each month detailing implementation in the selected geographic zone(s). Reports should include at a minimum, the number of children captured in follow-up and tracking activities, supportive supervision visits conducted, and updates on community mobilization unit activities. A template will be provided. | July 2024-July 2025 |
| Gavi Milestones | Support JSI in preparing the milestone text to be submitted to Gavi. The text will include a description of activities performed to date. | June 2024, January and June 2025 |
| Final Project Report | Word document that provides a complete detailing of the activity implementation in the selected geographic zone(s). The final report should include reporting on at least all indicators listed above and a description of the activities articulated in the workplan, successes, and lessons learned. | July 2025 |

*\*Timelines are illustrative and subject to change based on date of award and project need*

**Part D: Certifications**

**A. Representations & Certifications**

Part I – Certifications and Assurances

1. **Certification Regarding Lobbying**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1. **Certification Regarding Terrorist Financing, Implementing Executive Order 13224**

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

1. The Vendor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Vendor pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury’s Office of Foreign Assets Control (OFAC).
2. The following steps may enable the Vendor to comply with its obligations under paragraph 1:
3. 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.
4. 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.
5. 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.
6. The Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
7. For purposes of this Certification -
8. “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.”
9. “Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
10. “Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
11. “Terrorist act” means -
12. 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
13. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
14. 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.
15. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
16. 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.
17. The Vendor’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Vendor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Vendor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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

1. **Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction**
2. 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 –
3. “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
4. “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.

1. Applicant Representation:
2. The Applicant represents that it is [ ] is not [ ] an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
3. The Applicant represents that it is [ ] is not [ ] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
4. **Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)**
5. Definitions.

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

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

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

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

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

1. In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. 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.
3. Representation. By submission of its application, the prospective Vendor represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).
4. **Certification of Vendor**

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

|  |  |
| --- | --- |
| **Offeror Name** |  |
| **Signature** |  |
| **Signatory Name** |  |
| **Signatory Title** |  |
| **Date** |  |

**ATTACHMENT A: GENERAL TERMS & CONDITIONS**

1. GOODS AND RELATED SERVICES:The contractor shall deliver the goods and services described on the Purchase Order (PO), of the type, in the quantity, at the delivery date and at the price as indicated on the PO. The quantity of the goods and services shall conform in all respects to the requirements of the PO. All goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall be new, unused, non-remanufactured and non-refurbished.
2. INSPECTION AND ACCEPTANCE

The Subcontractor shall tender for acceptance only services that conform to the requirements of this subcontract. JSI reserves the right to inspect deliverables and confirm the performance or results of any services that have been tendered for acceptance. JSI may require re-performance of nonconforming services at no increase in the subcontract price. JSI must exercise its post acceptance rights within a reasonable period of time after the defect was discovered or should have been discovered. JSI has unilateral authority to determine if the performance results have been met.

1. WARRANTY

Subcontractor warrants that the work performed under this subcontract shall: (i) satisfy all performance and quality requirements in this subcontract; (ii) be performed in a professional workman-like manner; (iii) be performed in accordance with all applicable federal and state laws, rules and regulations; and (iv) not infringe or violate any trade secret, copyright, trademark, patent or any other proprietary right of any third party.

1. Termination and Stop Work
2. Termination for Convenience: JSI reserves the right to terminate this subcontract in whole or in part for its sole convenience. In the event of such termination, the Subcontractor 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 this subcontract, the Subcontractor shall be paid a percentage of the subcontract price reflecting the percentage of the work performed prior to the termination, plus reasonable charges Subcontractor can demonstrate to JSI’s satisfaction using its standard record keeping system, have resulted from the termination. Subcontractor will not be paid for any work performed or cost incurred which reasonably could have been avoided.
3. Termination for Cause: JSI reserves the right to terminate this subcontract, or any part, for cause in the event of any default or commission of a material breach of this subcontract which is not cured within sixty (60) days after the Subcontractor receives notice or if the Subcontractor becomes insolvent or bankrupt. In the event of termination for cause, JSI shall not be liable for any amount of supplies or services not accepted, and the Subcontractor shall be liable to JSI for any and all rights and remedies provided by law.
4. Stop Work Order: JSI may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this subcontract. Upon receipt of such order the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days (or any extension agreed to by the parties) JSI shall either cancel the stop work order or terminate the work covered by the order. If a stop-work order under this clause is canceled or the period of the order expires, the Subcontractor shall resume work at the direction of JSI.
5. AUDIT AND ACCESS TO RECORDS

JSI, the Funding Source, or an authorized representative thereof, shall have the right to inspect, upon reasonable advance notice and during normal business hours, Subcontractor’s physical facilities, all aspects of the work performed under this subcontract, and all books, records, and documents of any kind pertaining to the subcontract. Subcontractor agrees to provide copies of any records, receipts, accounts or other documentation in a timely fashion as reasonably requested.

1. DISPUTES
2. In the event of any claims or disputes arising from or relating to this subcontract, 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 of the first meeting, the parties may continue to negotiate or commence suit to enforce this Subcontract. The Subcontractor will proceed with performance of this Subcontract pending final resolution of any claim.
3. The parties hereby consent to the exclusive jurisdiction of, and venue in, the courts of the Commonwealth of Massachusetts and the federal courts of the United States of America located in Boston, Massachusetts.
4. Independent Contractor

The Subcontractor agrees that it will act as an independent contractor in the performance of its duties under this subcontract and not as an agent or employee of JSI or Funding Source. No joint venture, partnership or agent relationship is intended or inferred and there is no grant of right or authority to assume or create an obligation or responsibility on behalf of JSI or the Funding Source.

1. Non –Assignment and Lower-Tier Subcontracting
2. Neither party shall transfer or assign rights or interests under this subcontract or delegate any duties hereunder without the written consent of the other.
3. The Subcontractor shall not further subcontract its responsibilities or any substantial part thereof, without prior written consent of the JSI Activity manager. The Subcontractor shall not subcontract with any person or entity to which JSI raises a reasonable objection. The Subcontractor shall require that all lower-tier subcontractors be bound by all applicable terms of this subcontract.
4. RIGHTS IN DATA/WORK PRODUCT
5. Ownership of Work Product. All materials, including, but not limited to, software, programs, source code and object code, comments to the source or object code, specifications, documents, instructions, abstracts and summaries thereof (collectively, the “Work Product”) developed by Subcontractor pursuant to this subcontract, either alone or jointly with others, shall belong exclusively to JSI.
6. Work-for-Hire. To the extent permissible under applicable law, Work Product will be considered work made for hire pursuant to the U.S. Copyright Act, 17 U.S.C. §§ 101 et seq.
7. Assignment. To the extent, if any, that JSI does not own full right, title and interest in and to the Work Product pursuant to Subsection (a)(1) above, Subcontractor hereby assigns to JSI all of his/her ownership, right, title, and interest in and to all Work Product.
8. Preexisting Assets. Subject to the below license, Subcontractor retains ownership of any component of the Work Product created by the Subcontractor prior to or independently of this subcontract. Subcontractor will disclose any Preexisting Assets, including source code and tools, he/she intends to use or incorporate into the Work Product.
9. In the event that preexisting source code is required for proper review, maintenance, functionality or enhancement of the Work Product, Consultant agrees to provide such preexisting source code subject to the below license.
10. License: Subcontractor hereby grants JSI a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, and use the Preexisting Assets with the right to sublicense each and every such right; provided JSI may not reproduce, distribute, use, or sublicense Preexisting Assets other than as components of the Work Product.
11. If the Subcontractor does not disclose any Preexisting Assets, Subcontractor warrants that no Preexisting Assets will be included as components of the Work Product.
12. DISSEMINATION/PUBLICATION

The Subcontractor agrees not to publish or disseminate any information relating to or resulting from any stage of any work outlined in this subcontract at any time without prior written approval from JSI. The Subcontractor further agrees not to use such information in any manner other than in furtherance of this subcontract and performance of its obligations hereunder.

1. CONFIDENTIAL INFORMATION
2. Each Party shall exercise the same degree of care to avoid the disclosure, publication or dissemination of the other Party's Confidential Information as it affords to its own Confidential Information of a similar nature which it desires not to be disclosed, published or disseminated. Confidential Information disclosed under the subcontract shall only be used by the receiving Party in the furtherance of the subcontract and the performance of its obligations hereunder.
3. “Confidential Information” means any information, technical data, financial data, business data, or know-how disclosed by the disclosing party to the other party either directly or indirectly in any form whatsoever: (a) that has been marked by the disclosing party as “confidential”; (b) whose confidential nature has been made known by disclosing party to the other party, in writing or orally (with specific written notification of such oral disclosure within three (3) days thereafter); or (c) that due to its character, nature, or method of transmittal, a reasonable person under like circumstances would treat as confidential.
4. “Confidential Information" shall not include, however, information that is:
5. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party;
6. Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition;
7. Used or disclosed with the prior written approval of the disclosing party; or
8. Disclosed without restriction to the receiving party from a source other than the disclosing party.
9. This clause shall not be construed to prohibit or otherwise restrict either party from lawfully reporting fraud, conflicts of interest, bribery, gratuity violations, waste, or abuse.
10. PROTECTED INFORMATION

Subcontractor shall not disclose, reveal, or publish any protected information (including personally identifiable, protected health or third-party confidential information) gathered during performance of this Subcontract to any persons, firms, or organizations (including JSI and the Donor) without first obtaining all necessary consents to disclose such information.

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Subcontractor 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.

1. COMPLIANCE WITH U.S. SANCTIONS

The Subcontractor 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, it shall not acquire, for use in the performance of this subcontract, any supplies or services from countries, persons, or organizations 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>.

1. IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING

The Subcontractor 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 Subcontractor to ensure compliance with these Executive Orders and laws.

1. Code of Conduct and MANDATORY DISCLOSURES
2. JSI is committed to high standards of ethics and integrity and expects the same from its partners. Subcontractor 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.
3. Subcontractor 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 subcontract. The Subcontractor must disclose to JSI any actual or potential conflicts of interest that currently exists or that arises during performance.
4. Subcontractor 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 subcontract. Subcontractor 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 subcontract. Subcontractor shall not use any of the funds provided under this subcontract to support lobbying activities or otherwise support attempts to influence local, state, federal, or foreign elections or legislation.
5. Subcontractor shall not exclude, deny benefits to, or otherwise discriminate against any of the intended beneficiaries of the program on the basis of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. This provision does not limit Subcontractor’s ability to target activities to certain populations as expressly stated in this subcontract.
6. 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.
7. JSI's Anti-Trafficking Policy is incorporated into this subcontract. This policy prohibits Subcontractor and its employees, 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. This policy also requires that Subcontractor immediately report to JSI any information obtained that alleges that any employee, subcontractor, or subcontractor employee has engaged in trafficking in persons, procured commercial sex acts, or used forced labor in the performance of this subcontract. By signing this subcontract, the Subcontractor confirms that the Subcontractor has read, understands and agrees to comply with the JSI/WEI Anti-Trafficking Policy posted at <http://www.jsi.com/anti-trafficking-policy>.
8. JSI's Child Safeguarding Standards of Behavior are incorporated into this subcontract. Subcontractor 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. Subcontractor further agrees to comply with applicable local and international child welfare standards and/or laws. Subcontractor must immediately report to JSI any credible allegations of child abuse, exploitation or neglect related to this subcontract. JSI's Child Safeguarding Standards of Behavior are included in JSI’s Child Safeguarding Policy posted at <https://www.jsi.com/child-safeguarding-policy/>.
9. Subcontractor 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)](https://www.unhcr.org/en-us/protection/operations/405ac6614/secretary-generals-bulletin-special-measures-protection-sexual-exploitation.html). This prohibits Subcontractor 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. Subcontractor must immediately report to JSI any credible allegations of sexual exploitation or abuse related to this subcontract.
10. Subcontractor is responsible for maintaining procedures to prevent and address violations of these anti-trafficking, child safeguarding, and protection from sexual exploitation and abuse requirements. Subcontractor’s violation of these policies may result in termination of the subcontract, along with additional action as required (e.g. referral to appropriate authorities or funder).
11. In addition to the other reporting requirements of this clause, Subcontractor 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 subcontract or the prime contract. Subcontractor 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.
12. Subcontractor 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).
13. COMPLIANCE WITH LAWS

Subcontractor certifies that its employees are authorized to work in the US under US law. Subcontractor 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.

1. INDEMNIFICATION

Subcontractor 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 Subcontractor’s negligence, willful misconduct, breach of this subcontract, or other legal wrong-doing in any way connected with activities under this subcontract.

1. INSURANCE

The Subcontractor shall maintain insurance coverage adequate for the activities, risks and potential omissions under this subcontract in accordance with generally-accepted industry standards and as required by law.

1. 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.

1. Compliance with Funder Required Flowdown Clauses

The Funding Source requires that certain terms and conditions of the prime award flowdown to subcontracts. The Funding Source required flowdown term and conditions are appended in Attachment B. “Funder Required Flowdown Clauses” and are hereby incorporated into this subcontract. In the case of inconsistencies between this subcontract and Attachment B, the Funder required flowdown clauses in Attachment B prevail.

1. General

Governing Law. This subcontract shall be interpreted in accordance with the substantive law of the Commonwealth of Massachusetts.

Entire Agreement; Amendments. This subcontract constitutes the entire understanding between the parties with respect to the subject matter of this subcontract. Any amendment or modification to this subcontract must be in writing and signed by both parties.

Waiver: Either party’s failure to enforce any provision of this subcontract shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each and every other provision of this subcontract.

Severability. If any part, term or provision of this subcontract is held void, illegal or unenforceable for any reason, the validity of the remainder of this subcontract shall not be affected and all other terms and provisions remain in full force and effect.

Notices. All notices required under this subcontract shall be sufficient if in writing and personally delivered, mailed return receipt requested, sent by courier, or sent by email with confirmation of receipt to the Representatives listed on page one.

**ATTACHMENT B: FUNDER REQUIRED CLAUSES**

Shall be provided upon request and incorporated into final contract