



**Request for Proposals (RFP)**  
**Francophone West Africa Community Building and Engagement**  
**RFP No: [HCDX-01-2022](#)**

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**Part A: Cover Page**

**Issuance Date:** [18 March 2022](#)  
**Questions Due Date/Time:** [1 April 2022, 5:00pm ET/Washington DC](#)  
**Question Answered & Shared:** [7 April 2022](#)  
**Proposal Due Date/Time:** [22 April 2022, 5:00pm ET/Washington DC](#)

The Human Center Design Exchange (HCDX) project implemented by JSI Research & Training Institute, Inc., is soliciting proposals for [Francophone West Africa Community Building and Engagement](#). The HCDX project is funded by the Bill & Melinda Gates Foundation (BMGF) and Hewlett Foundation is subject to all applicable donor regulations and provisions.

Please submit your 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 for submission  
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:

[HCDX Project](#)  
Attn: Yared Kifle, Senior Finance & Operations Manager  
2733 Crystal Dr 4th floor, Arlington, VA 22202  
Phone Number: 703-528-7474  
Email: [yared\\_kifle@jsi.com](mailto:yared_kifle@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**

### **1. DEFINITIONS**

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

**Contractor/Vendor:** The individual or firm awarded the services requested under the RFP in the form of a PO/contract.

**Buyer:** JSI Research and Training Institute, Inc.

### **2. PROPOSAL SUBMISSION AND REQUIREMENTS**

Offerors are encouraged to read the RFP document in its entirety and ensure that their proposal addresses all of the items cited in the proposal instructions and meets the selection criteria. All proposals must be submitted by the deadline established on the cover page of this RFP. Offers received after this due date and time will not be accepted for consideration.

#### **Questions:**

All questions or clarifications regarding this request for proposal (RFP) must be in writing and submitted to [yared\\_kifle@jsi.com](mailto:yared_kifle@jsi.com), no later than [April 1, 2022, 5:00pm ET/Washington DC](#). Questions and requests for clarification, and the responses thereto, will be posted on JSI website or circulated to all RFP recipients who have indicated an 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 HCDX project 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 [Yared Kifle](#) on [Yared\\_kifle@jsi.com](mailto:Yared_kifle@jsi.com). Proposals must be submitted by email only with the subject line "RFP No: [HCDX-01-2022](#)"

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

The written proposal must contain the following information and documentation:

#### **a) Technical Proposal Requirements/ Proposed Plan and Approach**

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

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

JSI will prioritize organizations that are already working in this field and could cost-share this activity. Such funds may be provided directly by the recipient; other multilateral, bilateral, and foundation donors; host governments; and local organizations, communities, and private businesses that contribute financially and in-kind to the implementation of activities at the country level. This may include a contribution of staff level of effort, office space, or other facilities or equipment that may be used for the program, provided by the recipient.

**b) Capabilities and Past Performance**

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

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

**c) Cost Proposal Requirements**

1. The offeror should submit their most competitive and complete cost proposal: Summary budget and detailed budget for each activity/ deliverable indicated in Part C. Please use the attached budget template.
1. All costs must be stated in **USD dollars**
2. A cost-reimbursable price for each category of the deliverable. The price of the PO/ contract to be awarded will be an all-inclusive price. No profits can be included in the award. All items/ services must be clearly labelled and included in the total offered price.
3. Indirect costs is allowed up to 15%. A grantee or contractor with an actual indirect cost rate lower than the maximum rate provided above should not increase the funding request to the maximum allowed. The intent is to sufficiently fund actual costs, not to generate financial surpluses for grantees. Please provide the organization's indirect policy
4. Please indicate all prices exclusive of VAT, Excise or other taxes.
5. 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.

d) **Other Requirements**

Please provide the following documents as part of the cost proposal submission:

- Business registration information (copy of registration or incorporation etc.), or company tax registration or equivalent.
- Organizational chart
- Financial audit statements for the last two years.
- Confirmation that the organization have written policies on financial accounting, travel, procurement, and human resources

**3. AWARD**

JSI intends to issue a cost reimbursable subaward 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.

**4. EVALUATION CRITERIA**

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

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

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

No.	Criteria	Points
1	<b>Technical Approach, Methodology and Implementation plan</b> <ul style="list-style-type: none"><li>● Comprehensiveness of proposal approach. Clarity and appropriateness of proposed activity.</li><li>● Implementation plan and proposed timeline are realistic and include all proposed elements of activity.</li><li>● Responsiveness to Terms of Reference<ul style="list-style-type: none"><li>○ Ability of the ASRH organizations or design firms to partner on this assignment</li></ul></li><li>● Cost share contribution</li></ul>	50
2	<b>Capabilities and Past Performance</b> <ul style="list-style-type: none"><li>● Organizational, financial and technical capabilities and resources to implement this work</li><li>● Previous successful past experience implementing similar activities.</li></ul>	30

3	<b>Proposed Costs</b> <ul style="list-style-type: none"><li>Reasonableness of proposed budget based on scope of activities proposed.</li><li>Summary budget, detailed budget, and budget notes included.</li><li>Comparative lowest price</li></ul>	20
	<b>Total</b>	100

#### 4. TERMS OF AWARD

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

#### 5. PROPOSAL VALIDITY

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

#### 6. PAYMENT TERMS

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

#### 7. FINANCIAL RESPONSIBILITY

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

#### 8. LANGUAGE

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

#### 9. Source/Nationality:

All goods and services offered in response to this RFQ must meet the source and nationality requirements set forth in the United States Code of Federal Regulations, 22 CFR 228. Cuba, Iran, Iraq, Laos, Libya, North

Korea, and Syria are prohibited source countries and no goods can be produced or sourced from those countries.

#### **10. NEGOTIATIONS**

The offeror's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of an offeror's proposal. However, the project reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a contract. The project also reserves the right to 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.

#### **11. REJECTION OF PROPOSALS**

JSI reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing offerors, without explanation.

#### **12. INCURRING COSTS**

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

#### **13. MODIFICATIONS**

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

#### **14. CANCELLATION**

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

Confidential

## Part C: Terms of Reference

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Period of Performance: *May 2022 – April 2023*

Place of Performance: *West African countries*

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## SCOPE OF WORK

### Francophone West Africa Community Building and Engagement — Institutional Partner

#### Background

HCDEExchange is a community of practice dedicated to advancing learning and generating evidence on the impact of human-centred design (HCD) on adolescent sexual health programming (ASRH). We seek to explore, document and assess the benefits and challenges related to the integration of HCD and ASRH in low-resource settings, particularly countries in Sub-Saharan Africa and South Asia. Our work aims to generate evidence that stakeholders working in the field can use to advance and improve design-led ASRH interventions. HCDEExchange seeks to achieve this through an active Community of Practice (CoP), primarily centered on youth and powered by a supportive infrastructure.

[Learn more about the HCDEExchange »](#)

#### Purpose

The HCDEExchange is expanding to increase awareness and explore the use of HCD for advancing ASRH programming in the Francophone West Africa (FWA) region. To drive this, the HCDEExchange Secretariat is seeking an institutional/organizational partner to serve as a focal point and catalyst for networking and learning, serving a growing community of practitioners, designers and funders in this region. This partner will build on and align with the work of governments, technical agencies, ASRH projects, design studios, and coalitions like the Ouagadougou Partnership. This scope of work defines the approach and activities to be carried out by this partner. The partner will work in collaboration with the HCDEExchange Secretariat to execute an inclusive and collaborative approach that engages all stakeholders including youth and will have additional support from our Advisory Committee and Technical Working Groups.

The partner should be a dynamic, strategic, and well-networked institution or organization based in Francophone West Africa (FWA). They will lead community building and learning work to increase HCDEExchange's visibility and understanding of HCD and ASRH. They will also serve as a bridging partner to address the cultural and language gaps between the HCDEExchange project and the needs of the region. The partnership is expected to run from **May 2022 until April 2023** (with the possibility of extension).

### Intended Outcomes

1. Increased network of practitioners driving HCD+ASRH learning and practice and engaging as members of the HCDEExchange CoP;
2. Increased documentation of the HCD+ASRH work in this region
3. Increased skills and experience applying HCD+ASRH among practitioners and organizations;
4. Increased awareness and adoption of quality, design-led ASRH by field practitioners.

### Activities

On initiating the collaboration, the partner is expected to undertake the following:

1. Establish a network of practitioners for HCD+ASRH in FWA. This will include mapping out a network of past and current projects, governmental and non-governmental organizations and experts integrating HCD in ASRH programming and policy within the region (such as YUX, YLabs, to augment the HCDEExchange community platform and community relationship manager (CRM).
2. Create awareness and collate French language resources on the HCD approach
3. Create global linkages for FWA partners with practitioners and partners in East Africa and South Asia and key partners in FWA region to accelerate learning at the intersection of HCD+ASRH through technical and learning exchanges
4. Form partnerships to facilitate capacity-building (skills and infrastructure) for HCD+ASRH within the local context, including engaging local champions and designers
5. Hold a series of events to enhance learning and networking opportunities.

The successful implementation of the initiative will be anchored on solid collaboration and facilitation between the HCDEExchange Secretariat and the partner. The HCDEExchange will work with the partner to set up tools and mechanisms required to establish and sustain the network, and to provide frequent updates and reporting to the project management. The initiative will draw lessons from the partner's past and current work and the learnings from HCDEExchange's first project phase. The engagement will adopt an appropriate context for integrating HCD and ASRH, increasing its adaptability, momentum, and growth in Francophone West Africa.

## Activities

The activities will be executed with the oversight and input from the HCDEXchange Director. Additional support will be received from other HCDEXchange team members and the Advisory Committee.

Key activities	Deliverable
Sub-award management	<ul style="list-style-type: none"> <li>● A work plan outlining key tasks over the partnership period with the HCDEXchange secretariat and the advisory committee designed to align with the HCDEXchange overall work plan.</li> <li>● Periodic reporting to the HCDEXchange secretariat per subaward contract</li> </ul>
Establishing a network of practitioners for HCD+ASRH in Francophone West Africa.	<ul style="list-style-type: none"> <li>● Undertake a mapping exercise to establish projects and organizations working at the intersection of HCD+ASRH in the Francophone West Africa region.</li> <li>● Establish a network of practitioners and experts working or interested in working at the intersection of HCD+ASRH and maintain / update the HCDEXchange CRM.</li> <li>● Log all interactions with practitioner discussions, and sharing with the HCDEXchange.</li> <li>● Increase the number of francophone individual and organizational members/partners and encourage active membership in the HCDEXchange CoP.</li> <li>● Liaise with and call upon the support of the FWA sub-committee within the HCDEXchange Advisory Committee.</li> </ul>
Create awareness and collate resources on the HCD approach and challenges within the region.	<ul style="list-style-type: none"> <li>● Solicit content, create and curate it for evidence on the influence and value, success and failure of HCD in the context of ASRH programming in West Africa, with the support of HCDEXchange.</li> <li>● Source and submit French-language resources, learning materials, and other content for HCDX online resource repository for HCD+ASRH learning materials.</li> <li>● Working with the HCDEXchange communications team, disseminate curated materials from HCDEXchange’s phase one learnings which will be translated into French.</li> <li>● Closely collaborates with HCDEXchange to ensure that the Francophone contributions and resources are developed and translated for the broader HCDEXchange community.</li> </ul>

<p>Create regional and global linkages for Francophone West Africa partners with practitioners and partners in East Africa and South Africa to accelerate learning at the intersection of HCD+ASRH.</p>	<ul style="list-style-type: none"> <li>● Work with HCDEXchange to integrate and compare learning from Francophone West Africa related to implementing HCD+ASRH with other learning emerging from East/Southern (Anglophone) sub-Saharan Africa and South Asia and translate to learning products (e.g., blogs, papers, etc; ) and events (e.g., webinars, community calls).</li> <li>● Coordinate, facilitate and document virtual learning exchanges between FWA partners and partners/experts from the above-mentioned regions.</li> <li>● Work with the HCDEXchange Secretariat to coordinate an in-person study tour. The CoP member organization in East Africa will host key personnel from two to three CoP organizations in Francophone West Africa and South Asia to provide hands-on skills-building and support, as well as share and learn from strategies and lessons of implementing HCD integration into ASRH programming.</li> </ul>
<p>Form partnerships to build capacity (skills and infrastructure) for HCD+ASRH</p>	<ul style="list-style-type: none"> <li>● Identify opportunities and experts to co-design and co-implement contextualized and localized skills-development, training, and other capacity-building events with local partners in FWA.</li> <li>● Work with HCDEXchange Sr. Community Manager and Communications team to populate and manage the Francophone pages on the HCDEXchange website and lead and facilitate French language discussions and sharing of learning and technical materials on the virtual community discussion forum.</li> <li>● Develop HCD-specific knowledge and skills to youth ambassadors and champions.</li> <li>● Work with INGO / global actors working in FWA on HCD+ASRH to localize the approach and plan with them accordingly to transfer skills and resources to promote ownership locally.</li> </ul>

## **Experience and Qualification**

The firms or organizations applying should have:

1. An established network in the SRHR space, with links to government, FWA donors, civil society and academic institutions.
2. Experience in HCD+ASRH or may apply through a partnership between a design firm (HCD) and an ASRH organization to deliver on the same. Organizations applying should have staff with technical capacity on HCD+ASRH, communications/knowledge management, advocacy and networking skills.
3. Infrastructure for communication, network, technology capacity
4. Possess event management skills and capacity
5. Subcontractor management (for translation or events)
6. Organization / financial capacity to support the grant
7. Availability for one year contract with the possibility of extension.

## Part D: Certifications

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### CERTIFICATION REGARDING TERRORIST FINANCING

Within the following certification the term "JSI" shall be substituted for the term "USAID". "Proposal shall be substituted for the term "application".

#### CERTIFICATION:

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

1. The Recipient, 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.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
  - a. Before providing any material support or resources to an individual or entity, the Recipient 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 the U.S. Treasury's Office of Foreign Assets Control (OFAC), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
  - b. Before providing any material support or resources to an individual or entity, the Recipient 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-Qaeda Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's Web site: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
  - c. Before providing any material support or resources to an individual or entity, the Recipient 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.
  - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
1. For purposes of this Certification –
  - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or

religious materials.”

- b. “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
  - any 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.

- c. “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 Recipient 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.

- e. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that an offeror 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.

**Offeror Name**

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**Signature**

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**Signatory Name**

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**Signatory Title**

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**Date**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR PROPOSED DEBARMENT**

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 ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.

**Offeror Name**

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**Signature**

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**Signatory Name**

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**Signatory Title**

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**Date**

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

1. **GOODS AND RELATED SERVICES:** The contractor shall deliver the goods and services described on the Purchase Order (PO)/ contract, of the type, in the quantity, at the delivery date and at the price as indicated on the PO/contract. The quantity of the goods and services shall conform in all respects to the requirements of the PO/contract. 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/contract. 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/contract, 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/contract, 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/contract, 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/contract 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/contract 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. **CONFLICT OF INTEREST:** Vendor agrees that there is no conflict of interest in accepting this purchase order/contract, which might affect the ability to conduct fair and useful technical assistance on behalf of JSI.
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.
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.

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12. **PRICES:** The Prices (Unit Prices and extended prices) specified in the purchase order/contract 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/contract 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,
15. **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: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)). It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws.
16. **MANDATORY DISCLOSURES/ANTI-TRAFFICKING:**
  - a. Vendor must disclose to JSI any credible evidence received that alleges fraud, conflict of interest, bribery, or gratuity violations potentially affecting this purchase order or the Prime Contract/Agreement. Vendor shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for the employee's disclosing such information to JSI, a Member of Congress, or an authorized official of a Federal agency. Disclosures of credible evidence must be submitted 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).
  - b. JSI is committed to high standards of ethics and integrity including the prohibition of actions that would support trafficking in persons and procedures to prevent such acts and report any violations. As such, JSI's Anti-Trafficking Policy is incorporated into this purchase order. This policy prohibits JSI and its partners, consultants, vendors, and other agents 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 Vendor 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 purchase order. Violations of the JSI Anti-Trafficking Policy must be reported 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).
  - c. By signing this Agreement, the Vendor confirms that the Vendor has read, understands and agrees to comply with the JSI/WEI Anti-Trafficking Policy attached or posted at [www.jsi.com](http://www.jsi.com).
17. **COMPLIANCE WITH LAWS:** Vendor explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including, as applicable, 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled veterans, and veterans of the Vietnam era, and employment of the handicapped. If this is a Purchase Order for services, Vendor also 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.
18. **ANTI-LOBBYING:** The Vendor, by signing this purchase order/contractor, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this purchase order.

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 agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this agreement, and all other provisions of this agreement 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.