

**REQUEST FOR PROPOSAL
LEGAL ADVISORY SERVICES
RFP NO: KR_017/23**

PART A: COVER PAGE

ISSUED TO: Interested Parties

Issuance Date: 18 December 2023
Period of Performance: 2 years
Closing Date for Questions: 28 December 2023
Due Date: 9 January 2024

SUBJECT: Request for Proposal (RFP) for JSI Research & Training Institute, Inc. (JSI) legal advisory services in the Kyrgyz Republic for qualified lawyers or qualified firms with the authority to provide legal services according to Kyrgyz law.

In the Kyrgyz Republic, JSI Research & Training Institute, Inc. is registered as a Non-Governmental organization (NGO) as a Branch Office of JSI Research & Training Institute Inc. in the Kyrgyz Republic with the Ministry of Justice and represents the interests of the JSI/US in the territory of the Republic.

JSI is a public health management consulting organization dedicated to improving the health of individuals and communities through improved quality, access, and equity of health services and improved health systems. JSI works in the Kyrgyz Republic in close collaboration with the Ministry of Health to support a number of Ministry priorities.

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

PART A: COVER PAGE
PART B: SCOPE OF WORK
PART C: INSTRUCTIONS
PART D: REQUIRED CERTIFICATION

This document is a request for proposals only, and in no way obligates JSI to make any award. Award(s) made subsequent to this solicitation will be subject to the terms and conditions described herein.

All proposals, inquiries, and correspondence pertaining to this solicitation as well as Submission of Offers, must be clearly referenced "RFP No.KR_017/23" and are to be submitted in electronic format through email to Dilnoza Rakhmanova, HR & Procurement Manager, dilnoza_rakhmanova@kg.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.

PART B: SCOPE OF WORK

i) DEFINITIONS

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

Vendor: The individual or firm awarded the services requested under the RFP in the form of a vendor agreement.

ii) SCOPE OF WORK

- Acting as a legal advisor to JSI, including providing legal advice to JSI on compliance with Kyrgyz law, including but not limited to, Kyrgyz labor law, taxation, company law, and all other laws that affects the operations of JSI in Kyrgyz Republic;
- Reviewing employment contracts and advising on employee termination issues;
- Preparing written legal opinions as requested by JSI, with supporting backup documentation (extracts of relevant laws);
- Reviewing JSI's policies to ensure compliance with Kyrgyz law including the personnel manual and employee benefits;
- Proactively researching, monitoring and analyzing implication of legislation and regulatory matters that affect JSI's activities in-country;
- Providing legal advice on branch office and/or project registration and operational requirements;
- Representing and advising JSI in litigation or regarding potential litigation and addressing legal issues that may arise in any of the JSI project offices, ensuring the efficient handling of all negotiation and disputes, and keeping track of litigations.
- Providing legal advice on potential liability, in order to take necessary steps to control JSI's exposure;
- Any other legal services as needed.

The selected legal advisor must:

- Maintain confidentiality with all services provided to JSI;
- Be available by phone, email, or both, for consultation with JSI as requested.

Qualifications and experience must include:

- Master's degree in law with minimum 10 years of experience working in the Kyrgyz legal system;
- Impeccable knowledge of local laws and rich experience of the Kyrgyz Republic legal system;
- Proven experience in litigation and experience working with other international NGOs as a retention lawyer;
- Excellent communication and interpersonal skills with strong analytical and problem-solving abilities;
- Exhibiting sound practical judgment;
- Demonstrated experience in drafting, reviewing, and editing agreements and contracts in English.

PART C: INSTRUCTIONS

i) PROPOSAL DEADLINE AND REQUIREMENTS

The Offeror shall submit a proposal addressing the terms and conditions of this RFP by **9 January 2024 at 14:00 local time** to the name and address as provided in Part A. Cover Page.

All questions should be submitted in writing to the HR & Procurement Manager through the email address provided in Part A. Responses to all questions will be sent by email to all companies who have expressed interest, received an RFP, and provided contact email addresses by that time.

The proposal, as well as correspondence and related documents should be in English. The written proposal should not be of excessive length and must contain the following information:

ii) TECHNICAL PROPOSAL REQUIREMENTS

The technical proposal should reflect the ability to provide legal services according to the Scope of Services in Part B, and should include:

- A general description of the Offeror's qualifications and experience;
- A response that clearly describes the Offeror's understanding of the services required and the Offeror's approach to performing the services described in the Scope of Work.
- A description of the key personnel that the Offeror proposes to perform the services detailed in the scope of work. The Offeror must provide the following:
 - A list of staff who have the legal authority to provide services on behalf of the Offeror;
 - CVs for all personnel that are proposed to support the Offeror to provide legal services, including licenses and certifications;
 - A description of the level of services expected of each staff member named in the proposal.
- Past performance references for the last three years for similar international non-governmental organizations, including the following: organization name, address, telephone number and email; name of contact at the organization, scope of services, and rate/fee for services for each reference.
- The Offeror must demonstrate capability to perform the services proposed in accordance with Kyrgyz law. A copy of a license to practice law in the Kyrgyz Republic must be attached.
- A description of the Offeror's capability and experience in Kyrgyzstan with copies of supporting documentation including:
 - Statement of previous experience in providing legal services in Kyrgyzstan
 - Confidentiality policy

iii) COST PROPOSAL REQUIREMENTS

The quote shall include a proposal for provision of services for a duration of 2 years. Note that the rates proposed will be fixed throughout the duration of the agreement.

- Quotes are to be provided in local currency;
- Quotes shall include:
 - a proposed annual retainer amount, describing the types of services provided under the retainer

- hourly rates for services that would not be included in the annual retainer amount (such as those targeted listed in the scope of services)
- unit costs for any other reimbursable expenses
- VAT and Sales Tax, if applicable, should be quoted separately from the total price;
- Quotes must include validity of prices, no less than 90 days;
- The Offeror must disclose in the proposal any legal or regulatory actions pending against the Offeror;
- The Offeror must clearly specify all terms of payment, and preference will be given to monthly or quarterly payments as opposed to advance payments.

iv) **OTHER REQUIREMENTS.**

The Offeror must submit the following documentation along with the Technical and Cost Proposals:

- Valid business license/certificate of incorporation/patent, if applicable.
- Company Profile. This should include overview of company's experience in the provision of similar services stated in this RFP. Past performance information such as provision of references, client list and description of other similar tasks performed, etc. preferably from international NGOs.
- Statement from the Social Fund and State Tax Inspection on the absence of debts.
- Bank statement from the bank where the current account is opened for the last 3 months to confirm the financial status. Offeror should certify as to the financial viability and resources to provide offered goods/services with the period of performance.

v) **CERTIFICATIONS**

The selected Offeror will be required to submit completed and signed certifications (Part D and RFP Attachment 1).

- a. Part D: Certifications
- b. Attachment 1: Contract Terms and Conditions

vi) **INCURRING COSTS**

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

vii) **REJECTION OF PROPOSAL**

This document is a request for proposal only, and in no way obligates JSI to make an award. JSI reserves the right to reject any and all offers received and/or to cancel the RFP Offerors whose proposal is not selected will be notified.

viii) **SOURCE/NATIONALITY**

All goods and services offered in response to this RFP must meet the source and nationality requirements set forth in United States Code of Federal Regulations, 22 CFR 228. Cuba, Iran, Iraq, Laos, Libya, North Korea, and Syria are prohibited source countries and no goods can be produced or sourced from those countries.

The authorized geographic code for this RFP is 937 and 110, meaning goods can be sourced from any country except prohibited source countries, European countries, and "advanced developing" countries. For definitions of geocodes and advanced developing countries, please reference the following:

<https://www.usaid.gov/sites/default/files/documents/1876/310.pdf>.

Parties included in the System for Award Management (SAM) (<https://www.sam.gov>) list of entities excluded from receiving federal awards for “covered telecommunications equipment or services” including Huawei Technologies Company, and ZTE Corporation, and any subsidiaries or affiliates of such entities, are prohibited sources for this procurement. The Offeror may not propose: 1) equipment or services produced or provided by these parties, or: 2) equipment or services that incorporate essential components produced by these parties.

i) **MODIFICATIONS**

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

ii) **CANCELLATION**

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

iii) **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.

iv) **EVALUATION CRITERIA**

Proposals will be evaluated first to ensure that they meet all mandatory requirements and are responsive. To be determined responsive, a proposal must include all documentation as listed. 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	Key Personnel <ul style="list-style-type: none"> Capacity and qualification of proposed staff 	40
2	Capabilities and Past Performance <ul style="list-style-type: none"> Previous successful past experience implementing similar activities. 	30
3	Proposed Costs <ul style="list-style-type: none"> Reasonableness of proposed budget based on scope of activities proposed. Comparative lowest price 	30
	Total	100

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.

2. **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:
 - a. 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.
 - b. 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>.
 - c. 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.
 - d. The Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. 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, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - i. "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
 - ii. "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
 - b. "Terrorist act" means -
 - i. 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
 - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - iii. 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.
- d. 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.
- e. 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.

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

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

2. Applicant Representation:

- a. 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.
- b. 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)**

1. 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.

2. 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.
3. 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.
4. 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).

5. 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 1: CONTRACT TERMS AND CONDITIONS

The following General Terms & Conditions and Funder Required Clauses will be incorporated into the final contracting mechanism.

GENERAL TERMS & CONDITIONS

1. **GOODS AND RELATED SERVICES:** The contractor shall deliver the goods and services described on the Purchase Order (PO), of the type, in the quantity, at the delivery date and at the price as indicated on the PO. The quantity of the goods and services shall conform in all respects to the requirements of the PO. All goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall be new, unused, non-remanufactured and non-refurbished.
2. **INSPECTION/ACCEPTANCE:** The Vendor shall tender for acceptance only those items that conform to the requirements of this purchase order. JSI reserves the right to inspect or test any supplies or services that have been tendered for acceptance. JSI may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in purchase order price. JSI must exercise its post acceptance rights: (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. JSI has unilateral authority to determine if the performance results have been met.
3. **INVOICE REQUIREMENTS:** Invoices shall be submitted prior to payment. Each invoice shall identify the Vendor's name, address, invoice number, dates of performance and specify the payment amount. It shall also include a reference to the purchase order number, and specify the goods that have been delivered or the services that have been rendered or the deliverables that have been submitted as a requirement for payment. Upon acceptance of the goods or deliverables by JSI, payment shall be made to the Vendor as per the payment terms and in the currency stated on the purchase order.
4. **TERMINATION FOR CONVENIENCE:** JSI reserves the right to terminate this purchase order, or any part, for its convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the purchase order, the Vendor shall be paid a percentage of the purchase order price reflecting the percentage of the work performed prior to the termination.
5. **TERMINATION FOR CAUSE:** JSI reserves the right to terminate this purchase order, or any part, for cause in the event of any defaults by the Vendor, or if the Vendor fails to comply with the terms and conditions of the purchase order, or fails to provide JSI with adequate assurances of future performance. In the event of termination for cause, JSI shall not be liable for any amount of supplies or services not accepted, and the Vendor shall be liable to JSI for any and all rights and remedies provided by law.
6. **WARRANT:** Vendor warrants that the goods and/or services delivered and rendered hereunder conform to the purchase order requirements, are free of latent defects, and are merchantable and fit for use for the particular purpose described in the purchase order (or, if no such purpose is specifically described, for the purposes for which the goods or services, as applicable, are ordinarily used).
7. **CHANGES:** Changes in the terms and conditions of this purchase order may be made only by written

amendment issued by JSI.

8. RISK OF LOSS: Unless the purchase order specifically provides otherwise, risk of loss or damage to the supplies provided under this purchase order shall remain with the Vendor until, and shall pass to JSI upon delivery of the supplies to JSI at the destination specified in the purchase order. This clause is applicable to goods only.
9. CONFLICT OF INTEREST: Vendor agrees that there is no conflict of interest in accepting this purchase order, 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.
12. PRICES: The Prices (Unit Prices and extended prices) specified in the purchase order are firm, fixed, all-inclusive total prices including all taxes or duties as may be applicable, and covering performance of all of Vendor's obligations under the purchase order, including, but not limited to, delivery of the goods and/or services in accordance with the purchase order delivery term and performance of all associated and related services.
13. LIQUIDATED DAMAGES: Both parties acknowledge that the time fixed for delivery in this Purchase Order is of the essence as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages JSI will suffer in the event of Vendor's delayed performance. In the event of delay in performance, JSI reserves the right, in addition to any other remedies under this PO, to retain as liquidated damages from any payment due the Vendor an amount equal to one percent (1%) of the cost of the PO for every complete week of delay or a part thereof, reckoning from the time fixed by the PO. The total amount of the liquidated damages shall, however, be limited to ten percent (10%) of the value of the delayed contract. The parties agree that these amounts represent a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm they have been negotiated and agreed upon.
14. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for disbarment, excluded or otherwise disqualified from participation in this transaction by any U.S. Federal Government department or agency.
15. COMPLIANCE WITH U.S. SANCTIONS: The Vendor represents that: 1) it and, to the best of its knowledge, its owners, principals, and affiliates are not subject to economic sanctions administered by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, and; 2) except as authorized by OFAC, the goods delivered under this contract, including any component or ingredient thereof, are not manufactured in a sanctioned country or sourced from a country, person or organization subject to OFAC sanctions.. Entities and individuals subject to economic sanctions are

included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

16. IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING: The Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. This includes individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: <https://scsanctions.un.org/search/>). It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws.
17. 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.
 - 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.
 - 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.
18. 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.
19. ANTI-LOBBYING: The Vendor, by signing this purchase order, 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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **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.

FUNDER REQUIRED CLAUSES

1. **NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.**
 - a. This contract incorporates one or more clauses by reference. When applicable, these clauses are given the same force and effect as if they were given in full text. Upon request, JSI will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es):
<https://www.gsa.gov/policy-regulations/regulations/federal-acquisition-regulation-far>

<https://www.acquisition.gov/browse/index/far>
<https://www.acquisition.gov/aidar>

- b. For purposes of those clauses that provide for rights, obligations and procedures effecting the Government's rights and JSI's obligations under the prime agreement, references to the "Contractor" shall mean "Vendor" and "Contract" shall mean "Purchase Order;" references to the "Government" shall mean the "Government and JSI", "the Contracting Officer" shall mean the "Contracting Officer and JSI." In all other instances, references to the "Government" shall mean "JSI;" references to the "Government Contracting Officer" shall mean "JSI."

Federal Acquisition Regulation (48 CFR Chapter 1)

Number	Title	Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.219-8	Utilization of Small Business Concerns.	OCT 2018
52.222-21	Prohibition of Segregated Facilities.	APR 2015
52.222-50	Combating Trafficking in Persons.	OCT 2020
52.224-3	Privacy Training.	JAN 2017
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.244-6	Subcontracts for Commercial Items	NOV 2020
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	FEB 2006
52.247-64	Alternate I	APR 2003

USAID Regulations (AIDAR) (48 CFR Chapter 7)

Number	Title	Date
752.222-71	Nondiscrimination	JUN 2012
752.225-70	Source and nationality requirements	FEB 2012
752.228-3	Workers' Compensation Insurance (Defense Base Act)	DEC 1991
752.7034	Acknowledgement and disclaimer.	DEC 1991
752.7037	Child safeguarding standards	AUG 2016
752.7038	Nondiscrimination against End-Users of Supplies or Services	OCT 2016
752.7101	Voluntary Population Planning Activities	JUN 2008

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

- a. This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The Contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

- b. (1) Except as provided in (b)(2), by its signature of this contract or subcontract for HIV/AIDS activities, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.
- (2) The following organizations are exempt from (b)(1):
- i. The Global Fund to Fight AIDS, Tuberculosis, and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
 - ii. U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors
 - iii. Non-U.S. Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- (3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. Contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:
- i. providing supplies or services directly to the final populations receiving such supplies or services in host countries;
 - ii. providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
 - iii. providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).
- c. The following definitions apply for purposes of this provision:
- “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.
- “Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.
- “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).
- d. The Contractor shall insert this provision in all subcontracts for HIV/AIDS activities.
 - e. Any violation of this provision will result in the immediate termination of this award by USAID.
 - f. This provision does not affect the applicability of FAR 52.222-50 to this contract.