EXPRESSION OF INTEREST (EOI)
EOI NO: 20-001

PART A: COVER PAGE

EOI: 20-001

Issuance Date: May 21, 2020

Submission of EOI:
Deadline for Receipt of EOI Applications: June 19, 2020 [5 pm, East Africa Time (EAT)]
Submission to: procurement_rhiteslango@jsi.com

Request for Expression of Interest for Contractor Prequalification for the procurement of civil works – Rehabilitation of Selected Health Facilities in Uganda

John Snow, Inc. (herein referred to as “JSI”), is an international public health firm and is currently implementing the Regional Health Integration to Enhance Services-North, Lango (RHITES-N, Lango) Project, funded by the USAID. The project will improve the use of integrated health services in Northern Uganda’s Lango sub region and strengthen the health system to sustain gains made by earlier projects. JSI is soliciting EOI from potential firms/companies for undertaking rehabilitation of selected health facilities at Dokolo HCIV in Dokolo District, Orum HCIV in Otuke District, and Ogur HCIV in Lira District.

The procurement as a result of this solicitation and subsequent RFQ is funded by the United States Agency for International Development (USAID) and is subject to all applicable Federal Acquisition Regulations (FAR) and AID Acquisition Regulations (AIDAR). JSI will issue the Standard Bidding Document for the procurement of works along with detailed Bills of Quantities (BOQs), technical specifications and drawings to only approved prequalified contractors who will be selected in response to this solicitation and those meeting the eligibility criteria as prequalified contractor stated in this EOI.

Please submit your expression of interest applications (EOI) in accordance with the instructions mentioned in this document. This EOI document includes the following parts:

PART A: Cover Page
PART B: Instructions
PART C: Scope of Work Summary of Required Works
PART D: Representations and Certifications
Attachment A: JSI’s Standard General Terms & Conditions
Attachment B: Funder Required Clauses

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

A. Definitions:
Offeror: The organization or firm submitting applications for the supplies or services requested under this EOI.

Buyer: John Snow, Inc. - Herein referred to as JSI

B. Submission Deadline
EOIs must be received no later than 5:00pm (EAT) on June 19, 2020 to procurement_rhiteslango@jsi.com.

Please reference the EOI number in the subject line of your email submission. JSI reserve the right not to consider applications received after the submission deadline.

C. Questions:
All questions and requests for clarification regarding this EOI must be submitted in writing by 5:00pm (EAT) on June 01, 2020 to procurement_rhiteslango@jsi.com. Questions received after this date may not be considered.

D. EOI Requirements:

1. General Technical Requirements:
   i. Provide list of Proposed technical staff.
   ii. Provide CVs of lead proposed staff (Contract Manager, Site Engineer, Land Surveyor, and Quantity Surveyor) etc.
   iii. Provide experience and performance information such as evidence of past contracts accomplished with reputable organizations, client list with contact details and description of other similar tasks performed.
   iv. Provide certificate of completion for at least three completed similar works within the last 5 years.
   v. Provide reference letters from a minimum of three clients for works completed within the last 5 years. Please attach verifiable and complete contact coordinates for the references.
   vi. Provide list of construction equipment and machines.
   vii. Provide proof of ownership, lease or hire of construction machines/equipment.
   viii. Work experience with international NGOs will be a plus.
   ix. Your application must demonstrate operational ability to perform in a timely and cost-effective manner.

2. Business and Other Administrative Requirements:
   i. Provide copies of the following business documents:
      a) Valid business license
      b) Certificate of incorporation or registration.
      c) PPDA registration certificate (applicable to Uganda firms)
      d) NSSF clearance certificate (applicable to Uganda firms)
      e) Tax registration certificate
      f) Tax clearance Certificate
g) Certificate of membership to Uganda Institute of Professional Engineers for the Contract Manager (applicable to Uganda firms)

h) Audited reports for the last 2 financial years

ii. Bank Statement for the last six months

iii. Company Profile or Statement of Qualifications. This should include overview of company’s main business domain and experience in carrying out civil works.

iv. Preference will be given to potential contractors with records of experience in works of similar nature and complexity worth 800 million (consolidated or one off) in the last three years with an annual volume of at least 300 million per order.

v. Potential contractors also confirm their willingness to work with JSI’s standard general terms and conditions in the event they are prequalified and selected for any potential award in the future.

vi. Completed and signed certifications (Part D).
   a. Representations and Certifications

E. Additional Information

JSI reserves the following rights, which it may exercise at its sole discretion:

i. To ask for additional documentation, information or presentation during the prequalification process;

ii. May request a site visit of the contractor’s premises including warehouses / construction site with a prior notice to short-listed contractors.

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

F. Selection Criteria and Notification of Prequalification:

EOI applications will be preliminary reviewed for completeness. The EOIs must be submitted on time and meet the requirements as stated in Section D above. EOIs not meeting these requirements will receive no further consideration.

JSI will review all EOI applications in order to prequalify the vendors considering a variety of factors including but not limited to company’s ability to undertake required works, financial capability, technical capacity to mobilize key equipment and personnel, company’s experience and past performance, qualifications and experience of key personnel, and provision of credible references.

G. Source/Nationality:

All goods and services offered in response to the subsequent RFQ 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 RFQ is 935, meaning goods can be sourced from any country except prohibited source countries.

H. Incurring Costs:

JSI is not liable for any cost incurred by Offerors during preparation or submission of the EOI. The costs are solely the responsibility of the Offeror.
I. Language

The applications, as well as correspondence and related documents should be in English. Please provide notarized translation to any supported document that is not in English.

J. Rejection of EOI Application

JSI reserves the right to reject any and all application received, without explanation.

K. Modifications:

JSI reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or amend the EOI.

L. Cancellation:

JSI may cancel this EOI without any cost or obligation at any time if it is in the best interest of JSI.
PART C: Scope of Work Summary of the Required Works

Detailed scope of work, drawings and complete bills of quantities (BOQs) of the required works will be shared with the prequalified contractors through a formal request for quotation (RFQ). In order for the potential bidders to understand the nature and scope of works, here is a list of selected health facilities, where rehabilitation/construction works are to be done, along with brief summary of required works.

1. Dokolo HCIV (Dokolo District):
   - Operating theatre remodeling and refurbishment includes
     - Demolition of existing concrete block and removals of debris
     - Removal of existing electrical fitting
     - Rehabilitation of the theatre as per detailed drawings and BOQs
     - Substructures
     - Reinforcement with concrete, steel and mild steel
     - Metal works, Windows
     - Walling, Block work
     - Roof coverings and rain water disposal
     - Timber doors
     - Glass and glazing
     - Flooring works
     - Internal and external finishes including painting and decorating, ceiling works
     - Joinery fittings
     - Electrical installations including air-conditioning systems
     - Mechanical installations, sanitary fitting, internal water supply and distribution
   - Water Supply
     - Elevated 40,000L steel water tank
     - Bore hole hydro-geological survey, repair and installation works
     - Solar borehole pump
   - Walkways
     - Concrete work
     - Steel fabric reinforcement
     - Damp proof courses
     - Garden kerb
     - Roof covering, Roof and rainwater disposal
     - Stonewall pitching
   - Placenta Pit
     - Substructures
     - Ground floor slabs
     - Steel and mild steel reinforcement
     - Walling, Chain-link fencing
     - Metallic Work, doors
2. Orum HCIV (Otuke District)

- Maternity block remodeling and refurbishment
- Construction of a new Operating Theatre
  - Demolition and removals
  - Substructures
  - Metal Works
  - Walling
  - Block Works
  - Roof and rain water disposal
  - Timber and Metallic doors
  - Windows, Wrot-Mahogany
  - Burglar proofing
  - Flooring works
  - Internal and external finishes including painting and decorating, ceiling works
  - Joinery fittings
  - Wiring, electrical installations including air-conditioning systems
  - Provision of solar system and installation
  - Mechanical installations, sanitary fitting, internal water supply and distribution

- Water Supply
  - Elevated 40,000L steel water tank
  - Bore hole hydro-geological survey, repair and installation works
  - Solar borehole pump

- Four Stance VIP latrine
  - Concrete work
  - Walling, block work
  - Roof and rainwater disposal
  - Metallic work
  - Internal and external finishes
  - Plumbing
  - Mechanical installations, sanitary fittings, internal water supply distribution and electrical works

- Covered Walkways
  - Concrete work
  - Steel fabric reinforcement
  - Damp proof courses
  - Garden kerb
  - Roof covering, Roof and rainwater disposal
  - Stonewall pitching

- Placenta Pit
  - Substructures
  - Ground floor slabs
  - Steel and mild steel reinforcement
  - Walling, Chain-link fencing
  - Metallic Work, doors
3. Ogur HCIV (Lira District)

- **Operating Theatre remodeling and refurbishment**
  - Demolition of existing concrete block and removals of debris
  - Removal of existing electrical fitting
  - Rehabilitation of the theatre as per detailed drawings and BOQs
  - Substructures
  - Reinforcement with concrete, steel and mild steel
  - Metal works, Windows
  - Walling, Block work
  - Roof coverings and rain water disposal
  - Timber doors
  - Glass and glazing
  - Flooring works
  - Internal and external finishes including painting and decorating, ceiling works
  - Joinery fittings
  - Electrical installations including air-conditioning systems
  - Mechanical installations, sanitary fitting, internal water supply and distribution

- **Walkways**
  - Concrete work
  - Steel fabric reinforcement
  - Damp proof courses
  - Garden kerb
  - Roof covering, Roof and rainwater disposal
  - Stonewall pitching

Please note that after the prequalification process is complete, JSI will issue the formal request for quotation to selected prequalified contractors to submit the tenders. The prequalified contractors will be given the opportunity to visit the designated health facilities to familiarize themselves with the locations and the existing structures for their own assessment.
PART D:  Representations and Certifications

1. Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) [ ] This contract will NOT be for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; or DOES NOT have an estimated value that exceeds $500,000. Vendor is exempt from this certification requirement.

(c) [ ] This contract WILL be for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds $500,000. Vendor certifies that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—
   (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
   (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

2. Other Representations & Certifications

(a) If the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

   (i) [ ] Paragraph (b) applies. Skip to “3” below
   (ii) [ ] Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, Complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference

(c) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of
Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(d) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [   ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [   ] have, [   ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) [   ] are, [   ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [   ] have, [   ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(iii) Taxes are considered delinquent if both of the following criteria apply:

A. *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

B. *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (See FAR 52.209-5 for examples)

(e) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

(i) It [   ] is, [   ] is not an inverted domestic corporation; and

(ii) It [   ] is, [   ] is not a subsidiary of an inverted domestic corporation.

(f) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the
awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(g) **Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation.** By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

### 3. Certification of Vendor

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

**Offeror Name**

______________________________________________

**Signature**

______________________________________________

**Signatory Name**

______________________________________________

**Signatory Title**

______________________________________________

**Date**

______________________________________________
ATTACHMENT A: GENERAL TERMS & CONDITIONS

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

2. **INSPECTION/ACCEPTANCE:** The Vendor shall tender for acceptance only those items that conform to the requirements of this purchase order. JSI reserves the right to inspect or test any supplies or services that have been tendered for acceptance. JSI may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in purchase order price. JSI must exercise its post acceptance rights: (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. JSI has unilateral authority to determine if the performance results have been met.

3. **INVOICE REQUIREMENTS:** Invoices shall be submitted prior to payment. Each invoice shall identify the Vendor’s name, address, invoice number, dates of performance and specify the payment amount. It shall also include a reference to the purchase order number, and specify the goods that have been delivered or the services that have been rendered or the deliverables that have been submitted as a requirement for payment. Upon acceptance of the goods or deliverables by JSI, payment shall be made to the Vendor as per the payment terms and in the currency stated on the purchase order.

4. **TERMINATION FOR CONVENIENCE:** JSI reserves the right to terminate this purchase order, or any part, for its convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the purchase order, the Vendor shall be paid a percentage of the purchase order price reflecting the percentage of the work performed prior to the termination.

5. **TERMINATION FOR CAUSE:** JSI reserves the right to terminate this purchase order, or any part, for cause in the event of any defaults by the Vendor, or if the Vendor fails to comply with the terms and conditions of the purchase order, or fails to provide JSI with adequate assurances of future performance. In the event of termination for cause, JSI shall not be liable for any amount of supplies or services not accepted, and the Vendor shall be liable to JSI for any and all rights and remedies provided by law.

6. **WARRANTY:** 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. **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/ag_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.
   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.

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, 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.

24. **STANDARD CLAUSES FOR CIVIL WORKS:**

(1) The contractor shall execute the whole and every part of the works in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications and drawings.

(2) In the event, if there is no standard specification of certain components, the work shall be carried out, in all respects in accordance with the instructions and requirements of the JSI technical representative/Engineer-in-charge. If required, the contractor must submit samples prior to installation for the approval.

(3) All works to be executed under this PO shall be executed under the directions and subject to the approval in all respects, of the JSI's technical representative/Engineer-in-charge, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.

(4) Certificate of Completion of Work: The contractor must obtain a certificate of completion from JSI's technical representative/Engineer-in-charge that all the works are satisfactorily completed and have passed any final test that may be prescribed by the PO. The period of maintenance of work shall commence from the date of such certificate. No such certificate shall be given not shall the work or any of its parts be considered to complete until the contractor shall have removed from the premises on which the work or any such parts shall be executed all scaffolding, surplus building and other materials of all kinds, rubbish, and cleaned off the dirt from all doors, windows, walls floors or other parts of the building or buildings, electrical and other fittings, drainage works, sanitary installations.

(5) Performance Guarantee/Security Deposit: The contractor shall submit performance security, 10% of the total value of the PO in the form of a bank/insurance guarantee within 30 days of signing the PO. The performance security deposit shall be valid one year after the completion of work or during the warranty period. JSI may deduct 10% from the final bill in case of non-provision of the bank/insurance guarantee and shall release this amount after expiry of warranty/maintenance period.

(6) Bid Security Deposit: All bids must be accompanied by a bid security deposit as stated in the bidding documents.

(7) Remedies and Powers: In case in which under any Clause or Clauses of this PO, the contractor shall have rendered himself liable to pay compensation amounting to whole of the abandoned the PO, or is not executing the works in accordance with the PO or is persistently or flagrantly neglecting to carry out his obligations under the contract, JSI may, after giving fourteen days notice in writing to the contractor, rescind the PO and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the JSI.

a. The contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to the execution of the works or the performance of the contract.

b. The contractor shall not be entitled to recover, or be paid any sum for any work actually performed under this PO, unless and until the JSI technical representative or JSI's Procurement Manager will have certified in writing the performance of such work and the value payable is respect thereof, and he shall only be entitled to be paid
the value so certified, after deducting therefrom the amount of aforesaid compensation and other charges duly ascertained and certified, by JSI to be payable by the contractor. If such sum payable by the contractor for any losses, compensation or any other charge shall exceed the sum for any work actually performed under the contract and certified by the Engineer-In-charge, the amount of such excess shall be deemed a debt due by the contractor to the JSI and shall be recovered accordingly.

(B) Standards for Accessibility for the Disabled: USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

The contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there is no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

(9) JSI shall provide the branding guidelines, should there be any need for placing the logos on prefab buildings. Any placement of logos or name of the organization strictly in compliance with the project branding and marking guidelines and JSI's approval.

Note: The standard bidding documents will contain detailed contract-specific terms and conditions related to the required works requirements.
ATTACHMENT B: FUNDER REQUIRED CLAUSES

1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.
(a) This contract incorporates one or more clauses by reference. When applicable, these clauses are given the same force and effect as if they were given in full text. Upon request, JSI will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es):

   http://farsite.hill.af.mil/vffara.htm
   https://www.acquisition.gov/far/current/html/FARTOCP52.html

(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 the “JSI.”

Federal Acquisition Regulation (48 CFR Chapter 1)

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<tr>
<th>Number</th>
<th>Title</th>
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<tr>
<td>52.203-19</td>
<td>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</td>
<td>JAN 2017</td>
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<td>52.219-8</td>
<td>Utilization of Small Business Concerns.</td>
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<td>52.222-21</td>
<td>Prohibition of Segregated Facilities.</td>
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<td>52.222-50</td>
<td>Combating Trafficking in Persons.</td>
<td>MAR 2015</td>
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<td>Privacy Training.</td>
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<td>Preference for Privately Owned U.S.-Flag Commercial Vessels.</td>
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USAID Regulations (AIDAR) (48 CFR Chapter 7)

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<td>Nondiscrimination</td>
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<td>752.7101</td>
<td>Voluntary Population Planning Activities</td>
<td>JUN 2008</td>
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2. CONDOMS (ACQUISITION) (SEPTEMBER 2014)
Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID’s fact sheet entitled, “USAID HIV/STI Prevention and Condoms.” This fact sheet may be accessed at: http://www.usaid.gov/sites/default/files/documents/1864/CondomsSTIIssueBrief.pdf

The Contractor agrees to incorporate the substance of this clause in all subcontracts under this contract for HIV/AIDS activities.
3. **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.