



**Request for Proposal
Strengthen Air Quality Monitoring System To Ensure
Robust, Comprehensive Coverage Across Different Areas
And Pollutant Sources**

**Proposal Due Date:
5.00PM Jakarta time / Western Indonesian Time (WIB)
November 6, 2024**



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Purpose and Scope of this Request for Proposal (RFP)

This RFP document serves as the basis for an open and competitive process by Vital Strategies to seek a suitable organization (s) for professional services with the overall goal to establish a robust air quality (AQ) data, monitoring, and surveillance system. The overall activities and deployment of low-cost sensors are located in Jakarta. The period or timeline is set for 19 months (November 2024 – May 2026).

Proposals will be accepted until 5 PM WIB (Jakarta Time), November, 6 2024. Any proposals received after this date and time will not be accepted. All proposals should respond to Attachment A.

Vital Strategies Organizational Background

Vital Strategies is a global health organization that believes every person should be protected by a strong public health system. We work with governments and civil society in 73 countries to design and implement evidence-based strategies that tackle their most pressing public health problems. Our goal is to see governments adopt promising interventions at scale as rapidly as possible.

Our experts provide technical and professional guidance to partners and government agencies. We speak out, through press releases, publications, social media, and participation in convenings and conferences against the practices of tobacco and the sugary drinks industries. Vital Strategies does not accept gifts or funds from industries related to tobacco, sugary drinks and alcoholic drinks. We actively seek to engage with stakeholders who share our values and seek to work with partners who endorse and encourage the highest ethical work practices and standards.

RFP Objective/s

Vital Strategies is seeking competitive proposals from qualified vendors to provide services to Vital Strategies. The key objective is to achieve an outcome for improvement of data, awareness and demand for cleaner air in Jakarta.

Project Overview

Vital Strategies continues to collaborate with the Government of Jakarta through the Jakarta Environmental Agency (DLH) to enhance air quality monitoring across the city. Currently, we are supporting DLH by deploying 14 Low-Cost Sensors (LCS) across various locations in Jakarta. This network is scheduled to be decommissioned in eight months. The data from these sensors, provided by Clarity, is accessible through the Jakarta air quality platform at <https://udara.jakarta.go.id/>. As part of our commitment to supporting DLH, we are planning to expand Jakarta monitoring capacity through additional 25 Low-Cost Sensors in strategic locations, including proposed Zero Emission Areas (ZEA) and other priority zones for surveillance in Jakarta. The data from these new sensors will be integrated into the existing Jakarta air quality platform, while also ensuring seamless transition from the existing 14 LCS network to the new 25 low-cost sensor network. This expansion will guarantee continuous monitoring and reliable data management for improved air quality surveillance across the city. The planned activities for this initiative are detailed in the SOWs and sub-activities below:

SUB-ACTIVITY 1: Procure and Deploy 25 Low-Cost Sensors (LCS)

- **Parameters:** Each sensor must measure PM_{2.5}, NO₂, and CO₂ levels.
- **Deployment Locations:** Sensors will be strategically placed to support monitoring in emission-free zones and other priority areas. 14 of the 25 units will be placed next to the existing Clarity LCS monitors for comparison and seamless data transition. Location of remaining sensors will be within the Jakarta area and are still under discussion.
- **Power Supply:** All LCS units must be equipped with solar panels and batteries to ensure uninterrupted power supply and operational efficiency. It is expected that the LCS electricity supply is not connected with the electricity grid.
- **Infrastructure Setup:**
 - Apply for relevant permissions to access sites and complete paperwork for timely calibration and on-site installation so that there is sufficient data overlap between the 14-node Clarity network and the new LCS network.
 - Construct LCS installations including poles or stands, that are compatible with sensor specifications and provide an LCS cage (if needed) to ensure stability and security in various environmental conditions.
 - Ensure that 14 of the 25 sensors are co-located with the existing Clarity sensor network for measurement comparisons and seamless transition of the network data once the Clarity network is de-commissioned.
 - Transportation and logistics planning for deploying LCS units across all designated locations in Jakarta.
 - Provide mounting infrastructure to ensure accurate data collection, including considerations for optimal sensor height and placement.
 - Perform collocation and calibration of all sensors before deployment.
 - Provide spare sensors for long-term collocation and calibration to capture seasonal variations and environmental conditions encountered during on-site deployment.

Deliverable: 25 low-cost sensors deployed and operational in priority areas to support emission / air pollution reduction strategies and generate demand for clean air actions.

SUB-ACTIVITY 2: Support Integrated AQ Data Platform Development

- Develop an integrated AQ data dashboard to consolidate data from existing 14 Clarity's LCS and data from the new 25 LCS into one database / dashboard.
- Ensure seamless data integration from the 14-node Clarity network to the new 25-node sensor network so that both current and historical data can be accessed for the same locations irrespective of the sensor unit change (Eventually, swapping the 14 clarity nodes with the new sensor units).
- Integrate by display the consolidated data from existing and new LCS deployed by Vital Strategies / Breathe Jakarta into the Jakarta Air Quality platform udara.jakarta.go.id

- Ensure the data dashboard is user-friendly, allowing for real-time access, analysis, and reporting.
- Strengthen the existing platform in udara.jakarta.go.id for enhanced data reporting and communication.

Deliverable: Established an integrated AQ data dashboard from the existing 14 and new 25 LCS and to be displayed in Jakarta air quality platform.

SUB-ACTIVITY 3: An automatic QA/QC system and its revised manual guideline¹ developed for LCS.

- Design and implement a robust Quality Assurance/Quality Control (QA/QC) system for LCS data to enhance accuracy and reliability.
- Automate parts of the QA/QC system.
- Outline and develop a manual guideline for LCS deployment, operation, maintenance, colocation, QA/QC protocol and data validation both in English and Bahasa.

Deliverable: Updated manual guidelines for LCS deployment, operation, maintenance, colocation, QA/QC protocol and data validation both in English and Bahasa.

SUB-ACTIVITY 4: Conduct Maintenance and Operation of LCS and Enhance Online Platform

- Perform regular maintenance and operations for all LCS units, including software and hardware checks.
- Repeat or have regular calibrations as necessary in order to account for seasonality.
- Strengthen the existing platform in udara.jakarta.go.id for enhanced data reporting and communication.
- Maintain and develop robust documentation of the installation, maintenance and data management processes for training and handover to the city.

Deliverable: Standards and protocols for measurement and analysis developed and communicated regularly through the platform. A final hand-over report and training detailing maintenance activities and platform enhancements.

Instructions for RFP Respondents

1. **Contact Person.** Service Providers shall send their notification of intent to bid, refer any questions, and submit their proposals via email to mshidiq.consultant@vitalstrategies.org and CC to pmustika@vitalstrategies.org

¹ Jakarta has drafted a manual or technical guideline for LCS deployment and validation. Through this RFP we expect the service provider to revise and update given the implementation and learning.



2. **Due Date.** Proposals must be submitted in PDF format to Muhammad Shidiq by [6 November 2024], **5.00 PM WIB.**
3. **Proposal Submission.** Proposals shall include answers to all RFP questions (Attachment A), and be emailed in PDF format, together with all relevant and any supporting documentation, to: mshidiq.consultant@vitalstrategies.org and CC to pmustika@vitalstrategies.org with Hyperlocal AQ Data in the subject line, **by 5.00 PM WIB on [6 November 2024]**

4. **RFP Timeline.**

TASK	DEADLINE DATE
Letter of Intent to Bid issued to prospective respondents by:	22 October 2024
Issue RFP to participating respondents by:	22 October 2024
Respondents to send clarification questions by:	25 October 2024
Response to questions circulated to all respondents by:	29 October 2024
Deadline for Submission of Proposals, 5.00PM WIB on"	6 November 2024
Evaluation of Proposals by internal review group by:	7 - 8 November 2024
Selection of Respondents to be interviewed by the group:	11 - 12 November 2024
Interviews for Respondents to take place by:	13 - 15 November 2024
Final interview/discussion with successful Respondent by:	18 - 20 November 2024
Notify all unsuccessful Respondents by	25 November 2024

5. **Selection Criteria.** The Service Provider's responses shall be evaluated by a committee of approximately seven (7) members including Breathe Jakarta team and Jakarta related government agencies. Selection criteria shall include:
 - The background and experience of the Service Provider in working with international non-profit organizations and the quality of services performed.
 - Reasonableness/competitiveness of proposed compensation for services, fees and/or benefits to Vital Strategies, although Vital Strategies is not bound to select the Service Provider who proposes the lowest fees or most benefits for services.
 - The Service Provider's responsiveness and compliance with the RFP requirements and questions.
 - The Service Provider's ability, capacity and skill to fully and satisfactorily provide the services required in this RFP.



- The evaluation committee may consist of Breathe Jakarta team and Jakarta related government agencies.
6. **Rejection of Proposals.** Vital Strategies reserves the right to accept or reject any or all proposals and to accept the proposal deemed to be in the best interest of Vital Strategies and is not bound to accept the lowest price bid submitted.
 7. **Complete Proposal.** Incomplete proposals are subject to rejection.
 8. **Negotiation.** Vital Strategies reserves the right to negotiate fees and/or benefits to Vital Strategies with the selected Service Provider(s).
 9. **Final Contract.** This RFP, together with any documents required, shall be included in the final contract.
 10. **Selection.** Vital Strategies reserves the right to select as many Service Providers as it deems appropriate and is under no obligation to purchase any services of a particular Service Provider until a contract has been signed.
 11. **Costs.** All costs related to the preparation and submission of this RFP shall be borne by the Service Provider. Under no circumstances shall Vital Strategies be liable for any costs.
 12. **Confidentiality.** The contents of this Request for Proposal (RFP) as well as any subsequent communication between Vital Strategies and the Service Provider(s) are to be treated as confidential and are not to be distributed or shared without prior written authorization from Vital Strategies' authorized representative.
 13. **Proposal Validity.** The Service Provider's submitted proposal must be valid for acceptance by Vital Strategies for a period of 90 days from the due date set for RFP receipt.
 14. Vital Strategies intends to adhere to the timetable in section 4, which should result in a selection of a Service Provider(s) by **[25 November 2024]**.
 15. **Payment Currency: Contracts must be executed and paid in the currency of the country where the service provider is based.**



Vital Strategies and Respondent Contact Information

VITAL STRATEGIES Contact Information	
Company Name	Vital Strategies Health Systems (Asia Pacific) Limited
Company Address	6A Shenton Way #04-01 OUE Downtown Gallery, Singapore 068815
Company Website	www.vitalstrategies.org
Contract Manager	Imelda Maidir
Contract Manager Email Address	imaidir@vitalstrategies.org
RESPONDENT Company Information	
Company Name	
Company Address	
Company Website	
Primary Contact	
Primary Contact Email	
Authorized Signatory Name	
Authorized Signatory Title	
Type of work carried out by vendor:	
Offices locations included in this RFP	
Existing Contract Information	
Current Contract with Vital Strategies?	Yes / No
If Yes, Name of Vital Strategies Contract Manager	
Implementation Timeline of Existing Contract	

Attachment A

Please clearly reference the question section and number (A1, A2, etc.) in your response.

A. Company Profile

1. Does your organization, company, university or research institute have experience servicing non-profit organizations with international operations? If so, provide examples.
2. How long have you been working in air quality monitoring using low-cost sensors? And does your organization, company, university or research institute have experience servicing LCS in urban cities like Jakarta? Please provide summary reports, publications, performance certifications and any other evidence of sensor performance as relevant.
3. Do your organization, company, university or research institute have a representative office or representative staff in Indonesia or other Southeast Asia countries?
4. Please provide a background and history of your organization, company, university or research institute. Include the number of staff and information on all locations.
5. Please indicate who your main point of contact is for this RFP.
6. Provide the name and a brief bio of the account manager that will be assigned to our organization. Also describe in the proposal, any other personnel experience for each level of support service offered.
7. Please also specify the different levels of customer support available – on-site support, on-call support, after-hours support, etc.
8. Please provide a minimum of 3 client references.

B. Proposed Services and Delivery

1. Propose your plan for the work as outlined.
2. Describe how you will ensure seamless transition and data continuity from existing Clarity network to the new 25-node network? Include aspects of physical installation so that there is substantial overlap for measurement comparisons as well as data integration on the dashboard.
3. Describe the quality control measures that you will implement?
4. If any, list additional services you provide which you consider may benefit this project sustainability.
5. Provide a copy of your standard service contract.
6. Review our standard terms in **Attachment B** and indicate your company, organization, university or research institute's ability to accept those terms. If there are terms you cannot agree with, please indicate.
7. How and please describe your experience in using or installing LCS as follows:
 - a. How extensive is the scope of LCS services that you have done?
 - b. In which cities have you installed LCS networks and what is its track record in those cities? and for how long have your LCS networks been operating in those cities?
 - c. If there is damage or problems with your LCS, what is the warranty period and turnaround time for repair/replacement?

- d. Provide evidence of your sensor performance under similar environmental conditions as the city of Jakarta?
- e. Describe the data services offered – data management system, public and private access options, data ownership and storage of raw and calibrated data, etc.
- f. Describe how the new data will be seamlessly integrated into the existing dashboard maintaining quality and uniformity while transitioning from the Clarity network to the new 25-node network? Provide examples of similar work done elsewhere.

C. Quotation of Goods

1. Provide a quote for the total product cost and deliverables.
2. What is the total landed cost to the final destination?
3. What is the operational cost over useful life? (What is the minimum number of years for the life cycle cost consideration i.e. the number of years the product or service is expected to be used)
4. What are the installation and training costs if any?
5. What is the maintenance cost over useful life?
6. What is the disposal cost at the end of the use?
7. What are other miscellaneous costs?
8. How much taxes would we incur?

D. Financial and Due Diligence

1. Complete our Contract Partner Information Form: www.vitalstrategies.org/compliance
2. What are your company, organization, university or research institute's standard billing terms?
3. What is your company, organization, university or research institute's definition of a "transaction"?
4. Provide a detailed menu of transaction fees for all relevant services. Include volume discounts if available.
5. Please provide a Schedule of Payment timeline.
6. Provide a detailed list of fees for additional services proposed in your response.

ATTACHMENT B

SERVICE PROVIDER AGREEMENT

This agreement is dated as of **XXX** (“**Effective Date**”) between Vital Strategies Health Systems (Asia Pacific) Limited (“**Vital Strategies**”) a Public Company Limited by Guarantee under the laws of Singapore with its registered address 6A Shenton Way #04-01 OUE Downtown Gallery, Singapore 068815, and **XXX** (the “**Service Provider**”) whose address is **XXX** with business registration no. of **XXXX**

Vital Strategies is engaging the Service Provider to provide the services set forth in this agreement pursuant to its work and mission.



Vital Strategies and the Service Provider therefore agree as follows:

- 1. DURATION:** This agreement shall commence on the Effective Date and shall end on **XXX**. This agreement does not ensure or obligate either party to renew the agreement for any additional period.
- 2. CONTRACT MANAGER:** Imelda Maidir, an employee of Vital Strategies (“**Contract Manager**”), shall be the primary person responsible for ensuring Vital Strategies fulfillment of its obligations under this agreement and monitoring the Service Provider’s fulfillment of the terms of this agreement.
- 3. SCOPE OF WORK:** The Service Provider will perform work commissioned by Vital Strategies (the “**Scope of Work**”) in accordance with the detailed plan and description in Annex A. The Service Provider has the discretion to determine the means and methods by which the Scope of Work will be performed, subject to any limitations set out in this agreement.

Site of work: Jakarta, Indonesia

4. CONSIDERATIONS AND PAYMENTS:

In consideration for the work to be performed by the Service Provider in fulfillment of the obligations described in Section 3 and Annex A, Vital Strategies shall pay the Service Provider:

Accomplished Deliverable	Payment Amount
XXX	IDR XXX

- 4.1** The total maximum amount of the agreement shall not exceed **IDR XXX** (the total of all payments listed above).
- 4.2** No payment shall be made without delivery of a signed invoice and approval by the Contract Manager. Invoices should include a description of the deliverables completed during the pay period.
- 4.3** Any gain or loss related to exchange rate fluctuation shall be borne by the Service Provider. Unless otherwise agreed to in writing, each party shall be responsible for paying their own banking fees and expenses as relating to the transfer and receipt of the funds agreed to under this agreement.
- 4.4** Reasonable estimated expenses related to the performance of this agreement must be included in Annex B to be eligible for reimbursement by Vital Strategies. All other work fees and expenses, including those for travel and assignments, shall be borne by the Service Provider, unless otherwise agreed and listed in Annex B. Vital Strategies will not reimburse alcohol related expenditures.
- 4.5** Vital Strategies shall not be liable for any other compensation, benefit, or entitlement for the provision of the Scope of Work apart from the payments and reimbursements set forth in this Section 4.
- 4.6 Right to Audit:** The Service Provider shall establish and maintain a reasonable record or accounting that enables Vital Strategies to readily identify the Service Provider’s assets, expenses, costs of goods, and use of funds related to this agreement. Vital Strategies and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from records relating to this agreement kept by or under the control of the Service Provider. Such records shall be made available to Vital Strategies subject to a five-day written notice.



- 5. **TRAVEL AND PERSONAL SAFETY:** The Service Provider acknowledges that any travel it undertakes in connection with this agreement is at its own risk.
- 6. **INSURANCE:** The Service Provider shall maintain appropriate and adequate insurance to cover the activities to be performed under this agreement with responsible and reputable insurance companies, in such amounts and covering such risks, as is usually carried by companies and individuals engaged in similar activities contracted to under this agreement. If the total value of this agreement is \$100,000.00 USD or higher, the Service Provider shall be required to maintain professional liability insurance for the duration of the agreement and provide Vital Strategies with documentation of such insurance.

7. NOTICES AND COMMUNICATION:

7.1 Where in this agreement any communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or sent by e-mail to the address or addresses noted in Section 7.2. All communications sent by mail must also include an email specifying that notice by mail has been sent. The address of either party may be changed by notice in the manner set out in this provision.

7.2 All notices and communications concerning this agreement shall be addressed to the respective contact people as follows:

For Vital Strategies: Name: Imelda Maidir Title: Senior Country Coordinator, Environmental Health, Indonesia Vital Strategies Health Systems (Asia Pacific) Ltd 6A Shenton Way #04-01 OUE Downtown Gallery, Singapore 068815 Email: imaidir@vitalstrategies.org	For the Service Provider: Name: XXX Title: XXX Company Name: XXX Company Address: XXX Email: XXX
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8. SERVICES:

8.1 The Service Provider shall promptly inform Vital Strategies of any possible change from the Scope of Work or any cause which may render the Service Provider unable to perform its obligations under this agreement. Any change from the Scope of Work shall be subject to prior written approval by Vital Strategies.

8.2 Except as explicitly provided in this agreement, the Service Provider shall furnish and pay for all labor, materials, services, facilities, equipment, and computer resources (including the Service Provider's intellectual property rights) necessary to meet its obligations under this agreement.

9. DELIVERABLES:

9.1 **Related Documentation:** The Service Provider shall provide Vital Strategies with all related documentation that is customarily provided with the type of work described in the Scope of Work (that documentation, the "Related Documentation"). Related Documentation shall be accurate, current,



complete, and sufficient to enable an individual reasonably skilled in the applicable subject matter to use and maintain the Related Documentation without reference to any other person or materials.

9.2 Acceptance of Deliverables: The Service Provider shall complete the deliverables in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession. Vital Strategies shall review all deliverables under the Scope of Work as they are submitted. If the deliverables are unacceptable to Vital Strategies, Vital Strategies shall notify the Service Provider of any issues with the deliverables and may request that the Service Provider remedy the issues within a timeframe agreed upon with the Contract Manager. Payment under this agreement may be withheld until the issues are remedied.

10. RETURN OF MATERIALS: Upon expiration or termination of this agreement, the Service Provider shall cease to represent itself as a Vital Strategies provider. If applicable, the Service Provider shall return to Vital Strategies all equipment, documents, files, and other materials which may have been delivered to the Service Provider or which the Service Provider may have created for the purposes of this agreement.

11. INTELLECTUAL PROPERTY:

11.1 Vital Strategies is not transferring its intellectual property or any rights therein to the Service Provider or any of its collaborators or subcontractors.

11.2 Upon completion of all payments provided herein, all work described in the Scope of Work shall be the property of Vital Strategies freely and without encumbrance.

12. WARRANTIES AND REPRESENTATIONS: The Service Provider, including the signatory below, warrants and represents that it has full right, power, legal capacity, and authority to enter into this agreement and to carry out all of its terms. The Service Provider will ensure all aspects of the work to be performed pursuant to this agreement will conform to professional standards reasonably expected for the work provided and meet all deadlines specified in this agreement.

13. LIABILITY AND INDEMNIFICATION:

13.1 Vital Strategies, its officers, employees, and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Service Provider or of anyone else, occasioned by, or in any way attributable to the Service Provider under this agreement unless such injury, loss, or damage is caused by the negligence of an officer, employee, or agent of Vital Strategies acting within the scope of their employment.

13.2 The parties will mutually defend and forever hold each other and their officers, employees, and agents harmless against and from any and all third-party claims, lawsuits, judgments, and expenses arising out of any breach by the other party of any provision of this agreement or any misrepresentation made by the other party and its officers, employees, or agents. This paragraph shall survive the termination of this agreement.

13.3 The Service Provider shall be fully responsible for and indemnify Vital Strategies against any liability, assessment, or claim for:

- i. taxation made against Vital Strategies arising from or made in connection with the performance of the Scope of Work, where such recovery is not prohibited by law;
- ii. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Service Provider or any substitute against Vital Strategies arising out of or in connection with the provision of the Scope of Work; and



iii. any liability incurred as a result of the Service Provider's failure to comply with any of the obligations set out in Section 13.

13.4 Vital Strategies may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Service Provider, where such recovery is not prohibited by law.

13.5 SARS-CoV-2/COVID-19: The parties acknowledge that there are inherent risks due to the ongoing pandemic of COVID-19. The Service Provider assumes all COVID-19 related risks in completing the Scope of Work and shall hold harmless and indemnify Vital Strategies from any COVID-19 related claim arising out of the completion of the Scope of Work.

14. DEFAULT AND TERMINATION:

14.1 This agreement may be terminated by either party at any time upon 30 days prior written notice of termination to the other party. If a party wishes to only terminate certain portions of this agreement or alter the Scope of Work, that must be done consistent with Section 22.

14.2 Upon termination and settlement of payment for work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants, or liabilities of whatsoever kind or nature in law or otherwise arising out of or in connection with this agreement.

14.3 If a party breaches this agreement, then the other party may terminate this agreement, at their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach seven days' notice in writing, specifying the breach. Notwithstanding, if a conflict of interest is discovered, Vital Strategies may immediately terminate this agreement consistent with Section 16.

14.4 If a party becomes insolvent or suspends its operations or files a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or makes an assignment for the benefit of creditors, then the other party may immediately terminate this agreement by giving written notice of termination to the other party or its receiver.

14.5 Upon termination of this agreement, the Service Provider shall be paid for all work completed through the date of termination in accordance with this agreement, including reasonable and documented non-cancelable commitments, for no longer than 30 days following the date of termination. The Service Provider shall refund to Vital Strategies any prepaid amounts for deliverables that remain uncompleted or funds not dispersed prior to the date of termination, after which, Vital Strategies shall cease to have any obligation to make any payment to the Service Provider in respect of the costs incurred by the Service Provider after the date of termination. Any debt due to Vital Strategies shall be transferred by the Service Provider within 30 days of the termination date unless otherwise agreed to in writing.

15. NO AGENCY OR JOINT VENTURE: The parties are independent, and this agreement shall not be construed to impose an agency relationship or joint venture between the parties.

16. CONFLICT OF INTEREST: The Service Provider confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work under this agreement. The Service Provider shall notify Vital Strategies immediately upon discovery of a conflict of interest.

17. CONFIDENTIALITY: Both parties shall treat as confidential, for this agreement period and thereafter, any non-public information to which either party becomes privy to as a result of acting under this agreement (that information, the "**Confidential Information**"). The parties shall not disclose any Confidential Information to any other person or party which is not participating in this agreement. The parties shall keep the Confidential



Information secure using reasonably accepted methods of security and protection based on the form of the information. This Section shall survive termination of this agreement.

18. NON-EXCLUSIVITY: Vital Strategies and the Service Provider do not have an exclusive relationship. Vital Strategies shall be free to select other Service Providers to conduct work that is within the expertise of the Service Provider. The Service Provider also retains the ability to conduct work on behalf of other parties subject to the limitations set out in Section 20.

19. FORCE MAJEURE:

19.1 If any party hereto is prevented or delayed from performing its obligations under this agreement as a result of an overwhelming event caused by forces of nature or acts of people which cannot be anticipated or controlled (such event or act, a “**Force Majeure**”), such prevention or delay shall not be considered as a breach of this agreement and that party shall be relieved from its obligations for the duration of such Force Majeure, provided however that there is a direct relation between such prevention or delay and the Force Majeure.

19.2 In the event of Force Majeure, the parties shall do their utmost to remedy the situation as quickly as possible. If the proper execution of the Scope of Work and this agreement is prevented or delayed due to Force Majeure beyond 30 days, either party shall be entitled to terminate this agreement with five days’ notice.

20. TOBACCO AFFILIATION: The Service Provider, in the past five years, has not had any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler, or from any e-cigarette or vaping manufacturer or wholesaler (“**These Industries**”), or any parent, affiliate, subsidiary, organization, or foundation with majority support from These Industries, or any person, interest group, advocacy organization, or other business or organization (other than a law firm or accounting firm) that represents the interests of These Industries (collectively, “**These Affiliates**”). The Service Provider currently does not accept and shall not accept financial or other support from These Industries or These Affiliates until at least one year after the end of this agreement. Failure to comply with this clause may constitute grounds for termination of this agreement and Vital Strategies shall have the right to demand and receive a return of all funds under this agreement, plus interest, as liquidated damages, other provisions of this agreement notwithstanding.

21. HARASSMENT: Vital Strategies does not tolerate harassment, sexual exploitation, or abuse of any kind by its workforce or those it works with. The Service Provider has an anti-harassment, preventing sexual exploitation and abuse, and child abuse protection policy in place or agrees to abide by the provisions of Vital Strategies’ aforementioned policies, which can be provided by the Contract Manager.

22. AMENDMENT, MODIFICATION, WAIVER: This agreement may only be amended or supplemented by an agreement in writing signed by the parties. No waiver by any party of any of the provisions of this agreement shall be effective unless set forth in writing and signed by the party so waiving. No waiver shall operate or be construed as relieving the other party of any of its obligations under this agreement unless expressly stated. Not exercising a right under this agreement or only partially exercising a right under this agreement shall not be construed as a waiver of that right.

23. GOVERNING LAW, JURISDICTION, VENUE: This agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue in the state and federal courts in the State of New York, New York City, for the purpose of any legal proceeding relating to or arising under this



agreement. Prior to any legal proceeding, the parties agree to attempt amicable settlement of any dispute through a meeting between officers or other authorized representatives of each party.

- 24. COMPLIANCE:** The Service Provider will not enter into transactions with or provide any support to any individuals, entities, or groups subject to U.S. Treasury Office of Foreign Assets Control (“**OFAC**”) sanctions. The Service Provider will comply with the Foreign Corrupt Practices Act of 1977, as amended (“**FCPA**”) and all applicable international and local country anti-bribery and anti-corruption laws.
- 25. LOBBYING:** The Service Provider shall not engage in political campaigning or lobbying, as defined in Section 4911 of the U.S. Internal Revenue Code, under this agreement.
- 26. ETHICAL CONDUCT:** Vital Strategies is committed to conducting itself according to the highest standards of ethical conduct and seeks to avoid even the appearance of impropriety in its actions. The Service Provider is encouraged to report any concerns about Vital Strategies or any member of its staff to Vital Strategies through any mechanism covered in this agreement or by using the Vital Reporting Line accessible via vitalstrategies.org.
- 27. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

ATTACHMENT C

BUDGET TEMPLATE

The submitted budget proposal should fulfill minimum information as the budget template below. Other detailed information on the budget is much appreciated.

No	Cost Category	Rate (USD)	/ Unit	Total (USD)	Notes (please provide notes to give detail information on the cost category)
I. PERSONEL					
					Please make new row for other detail personel
II. EQUIPMENT					
	Cost of LCS per unit with key technical specification				
	Cost of installation per unit LCS in Jakarta area				
	Cost of supporting facilities (cage, etc) per unit LCS				
	Cost of colocation per unit LCS				



	Cost of maintenance per unit LCS				Please make new row for other detail LCS or equipment
III. OTHER COST					
					Please make new row for other detail cost
TOTAL BUDGET					
