REQUEST FOR PROPOSAL
FIXED PRICE GOODS OR SERVICES
RFP NO: USAID-AN-065

PART A: COVER PAGE

ISSUED TO: JSI website
SUBJECT: Request for Proposal for Writing and Editing Services

Schedule:
Issuance Date of RFP: Wednesday, July 13, 2022
Questions Due: Friday, July 22, 2022, 17:00 (Washington, DC time)
Answers Released: Friday, July 29, 2022, 12:00 (Washington, DC time)
Proposal Due Date: Friday, August 5, 2022, 17:00 (Washington, DC time) *
Tentative Award Start Date: October 1, 2022
*Offers received after this due date and time will not be accepted for consideration.

USAID Advancing Nutrition (herein referred to as “the Project”) under JSI Research & Training Institute, Inc. (JSI) is soliciting proposals for the provision of Subject services as described in the attached Statement of Work. The Project is funded by the U.S. Agency for International Development (USAID) and is subject to all applicable Federal Acquisition Regulation (FAR) and AID Acquisition Regulations (AIDAR).

Please submit your most competitive proposal in accordance with the attached instructions, with all required certifications. Any subcontract 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: INSTRUCTIONS
PART C: STATEMENT OF WORK
PART D: ATTACHMENTS TO THE RFP

This document is a request for proposals only, and in no way obligates the Project or USAID 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 should reference the RFP number in the subject line, and are to be directed to the attention of:

JSI Research & Training Institute, Inc.
Attn: Jacob Odentz, Senior Contracts & Finance Manager
Arlington, VA, USA
Email: procurement@advancingnutrition.org
 Offers must be submitted by email with the subject “RFP No: USAID-AN-065”
PART B: INSTRUCTIONS

a) DEFINITIONS

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

Subcontractor: The individual or firm awarded the services requested under the RFP in the form of a subcontract.

b) PROPOSAL DEADLINE AND REQUIREMENTS

The Offeror shall submit a proposal addressing the terms and conditions of this RFP by 5:00 p.m. Eastern Standard Time (EST) on Friday, August 5, 2022, to the name and address as provided in Part A. Cover Page. Late offers will not be accepted or considered.

All questions regarding this RFP should be submitted in writing (by email) to the name and address as provided in Part A. Please note that the deadline for receiving any questions is 5:00 p.m. EST on Friday, July 22, 2022. No responses will be provided to questions which are put forth in a manner different than stipulated in this paragraph or received after the specified deadline. Responses to questions will be provided on the JSI website and accessible to all prospective Offerors by 5:00 p.m. EST on Friday, July 29, 2022, keeping the sources of the questions confidential.

The written proposal should not be of excessive length and must contain the following information:

i) Technical Volume
A concise technical proposal on how the Offeror will carry out the activity with a detailed completed price sheet and schedule of tasks.

ii) Qualifications
A description of the Offeror's capability and experience in undertaking this task. Additionally, Offeror should provide a list of past performance using the table provided in section D(5), which can be found on the last page of this RFP.

iii) Cost Proposal
A fixed unit price proposal for each category of deliverable as described in the Statement of Work and price sheet, each of which will be considered a fixed price budget for that specific segment of work.

iv) Other
A set of relevant attachments to the proposal (optional) which further document or explain
the Offeror’s approach and qualification (e.g., institutional brochure, past performance references, including company name, point of contact, telephone number and email, sample work, etc.)

JSI RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THE REQUEST, TO ALTER THE SELECTION PROCESS IN ANY WAY, TO ASK FOR ADDITIONAL INFORMATION FROM OFFERORS, TO REJECT ANY AND ALL PROPOSALS AND/OR TO MODIFY OR AMEND THE SCOPE OF THE PROPOSALS SUBMITTED. THE RELEASE OF THIS RFP IS NOT A COMMITMENT TO AWARD A CONTRACT.

Each Offeror acknowledges and agrees that the preparation of all materials for submittal to JSI and all presentations made by the Offeror are at the Offeror’s sole cost and expense, and JSI shall not, under any circumstances, be responsible for any cost or expense incurred by an Offeror. All documentation and/or materials submitted with a proposal shall become and remain the property of JSI.

c) OFFER VALIDITY

The Offeror’s technical and cost proposals must remain valid for not less than sixty (60) calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the Offeror to its provisions.

d) FINANCIAL RESPONSIBILITY

Offerors which are firms and not individuals, must certify in the proposal submitted to JSI that they have the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined in the Statement of Work. USAID Advancing Nutrition reserves the right to request and review the latest financial statements and audit reports of the Offeror as part of the basis of the award.

e) NEGOTIATIONS

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

The Project reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing Offerors. Offerors whose proposals are not selected will be notified in writing.

g) **INCURRING COSTS**

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

h) **CANCELLATION**

The Project may cancel this RFP without any cost or obligation at any time until issuance of a Subcontract.

i) **SUBCONTRACT AWARD**

1. **Selection Criteria**

   Proposals will be evaluated first to ensure that they meet all mandatory requirements. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

   For the purpose of selection, the evaluation will be based on an integrated assessment of the proposal, including, but not limited to, the following:
   
   - Technical capability and expertise
   - Past performance – outlined in completed table from Part D(5) of RFP
   - Responsiveness to the RFP
   - Cost/budget proposal
   - Ability to meet the deliverables requirements
   - Business status certification – preference given for US registered small businesses

2. **Contract Type**

   The contracting document will be a Blanket Purchase Agreement (BPA) to be awarded once a Subcontractor has been selected. The awarded BPA will include a statement of the total fixed price and applicable price sheet; the scope with stated deliverables and due dates; the guiding USAID FAR and AIDAR clauses; and invoicing information. Please be advised that under a BPA the work must be done within the specified total price. Any expenses incurred in excess of the agreed
upon amount in the BPA will be the responsibility of the Subcontractor and not that of JSI or USAID. Therefore, the Offeror is duly advised to provide its most competitive and realistic cost proposal to cover all foreseeable expenses related to the tasks outlined in the Statement of Work.

j) REPRESENTATIONS AND CERTIFICATIONS

The proposal shall be accompanied by any requested representations or certifications signed by an authorized official of the Offeror.
PART C: STATEMENT OF WORK

The Statement of Work for this RFP is as described below:

a) BACKGROUND

JSI is an international public health consulting firm. To promptly serve its client, a federal government agency, JSI must hire outside firms to write and edit project documents. These documents may include technical reports, success stories, lessons learned, manuals, handbooks, guidelines, fact sheets, website content, infographics, posters, and other print and electronic publications. Services needed may include copyediting, proofreading, substantive editing, and writing tasks. JSI seeks to contract with a number of small businesses that are committed to high quality and timely service. These editing services will be required to complete and publish project documents.

b) OBJECTIVES OF THIS WORK

To edit a range of project documents and materials to improve readability, conform to project style, and eliminate any errors, and to write project website content and other materials as needed.

c) WORK PLAN

The Offeror will provide services as needed from October 1, 2022 – January 31, 2024, for the fixed rates established in the attached price sheet.

d) DELIVERABLES, PRICE SHEET AND SCHEDULE

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Deliverable #</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing from October 1</td>
<td>A range of products as described in the attached</td>
<td>Editing of documents such as reports, brochures, briefs, guides, posters, wall charts, and other materials as needed. Occasional writing</td>
</tr>
<tr>
<td>2022 – January 31, 2024</td>
<td>price sheet</td>
<td>support (drafting of executive summaries and web content for example). Offerors may bid on any individual service or combination of services</td>
</tr>
<tr>
<td></td>
<td></td>
<td>listed in the RFP (e.g. writing only, editing only, or both writing and editing).</td>
</tr>
</tbody>
</table>

Payments shall be made net 30, upon receipt and acceptance by JSI of services and a complete invoice.
Proposed Fixed Prices for Editing Services

Editing: Fixed Prices Per Type of Service (prices must include the cost of delivery)

<table>
<thead>
<tr>
<th>SERVICE REQUIRED</th>
<th>FEE PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light Copyedit</td>
<td></td>
</tr>
<tr>
<td>Standard Copyedit</td>
<td></td>
</tr>
<tr>
<td>Substantive Edit</td>
<td></td>
</tr>
<tr>
<td>Proofread</td>
<td></td>
</tr>
<tr>
<td>Writing/Heavy Revision</td>
<td></td>
</tr>
</tbody>
</table>

Description of Editing Requirements

LIGHT COPYEDIT

- Correct grammar, punctuation, and spelling, including tables, figures, text boxes, etc. (use the USAID Advancing Nutrition Style Guide for Writers).
- Ensure that the following are correct (and make corrections)—
  - cover page, title page, and reverse of title page display the same information.
- Standardize—
  - project name: USAID Advancing Nutrition
  - abbreviations
  - alphabetical and numeric sequence.
  - capitalization
  - hyphenated words
  - number style
  - use of italics and bold.
- Query overly long or confusing sentences.
COPYEDIT

- **Accuracy** (check for)
  - tables, figures, references, footnotes, and appendix cited in text (in correct place and correctly identified)
  - text citations (insert where appropriate; query discrepancies)

- **Acronyms** (identify using project’s list)
  - spell out when first used in abstract, front matter, and body text. Example: Ministry of Health (MOH).
  - consistent use after first reference

- **Attributes** (use consistently)
  - bulleted and numbered lists, including style, and size
  - bullets and numbers
  - capitalization
  - italic and bold
  - numerical/alphabetical sequences (pages, sections, tables, figures, and others)
  - titles, headings, and subheadings
  - words and numbers.

- **Elements** (ensure accuracy). *Note: This list is not in the order of appearance or applicable to all documents.*
  - abstract (present and complete)
  - executive summary (all research and technical papers longer than 20 pages must have; guides should have an introduction or background section)
  - bibliography or references (present and complete if they are part of paper, in alphabetical order)
  - bulleted and numbered lists (make parallel or query)
  - cover, title page, and reverse of title page (check title, date, authors, etc.)
  - footnotes (placement of footnote number and style of footnote)
  - glossary (in alphabetical order and correct style)
  - list of acronyms and abbreviations (complete)
  - list of appendices (complete)
  - list of figures (includes tables)
  - photographs (must have caption, credit given when appropriate, and callout in text)
  - table of contents (must match text and include list of figures and tables).

- **Figures and Tables** (includes tables, art, photographs, text boxes and others)
  - consistent throughout document (size, style)
  - titles and all text consistent throughout document
- line up decimals to the right
- position of figure after in-text reference but no more than one page away from reference
- table format follows standard
- figure text follows standard
- check math where appropriate.

- **Grammar** (ensure that it is correct).
- **Language** (in accordance with project style guide)
  - concise sentences (query)
  - confusing sentences (query)
  - limit passive voice and recast as active where possible
  - parallel lists
  - pronouns have clear antecedents
  - inconsistent or incorrect terminology (query)
  - sexist, racist, or inappropriate language or statements (query and refer to project's *Recommended Terms to Support Respect, Dignity, and Equity*).

- **Organizational Problems** (query at the beginning of the project).
- **Punctuation** (ensure that it is correct).
- **References**
  - ensure correct style
  - query missing information.
- **Spelling** (ensure that it is correct and use the project style guide).

**FINAL PROOF OF FINISHED MANUSCRIPT**

- **Typography and Format** (includes correct type size, typeface, attributes, spacing)
  - bibliography or references
  - direct quotes
  - footnotes and endnotes
  - list of acronyms
  - page breaks
  - running heads and feet, and page numbers
  - table and figure titles
  - table of contents.

- **Final Check**
  - cover, title page, and ROT complete and consistent
  - elements complete and in correct order (front matter, etc.)
  - figures and tables checked against text for correct location accuracy, and page number
  - figures and tables in correct position
TOC complete and page numbers checked (including appendices, figures, and tables)
○ typeface, type size, and spacing standard throughout the document.

SUBSTANTIVE EDIT

Everything expected in the standard copy edit plus:

1. Organization:
○ Ensure that paper has a logical structure and sections flow well from one to the next—suggest alternative structure or flow if needed
○ Ensure that if an executive summary is included, it is concise and presents findings in the first one or two paragraphs
○ Suggest headings to break publication into hierarchical components that facilitate skimming.

2. Language:
○ Edit to ensure that text is concise, clear, and easy to understand.
○ Recast sentences to ensure passive voice is kept to a minimum.

3. Special requests:
○ Edit particular sections or focus on a particular aspect of the document as a whole, such as making the language more user-friendly or preparing it for a digital presentation.

EDITORIAL PROOFREAD (REVIEW FINAL DOCUMENT)

- Correct grammar, punctuation, and spelling including tables, figures, text boxes, etc. (use the USAID Advancing Nutrition Style Guide for Writers.
- Ensure that the following are correct (and make corrections)—
  ○ cover page, title page, and reverse of title page display the same information
  ○ all required sections are included in the document.
- Ensure that the following are consistent (and make corrections)—
  ○ headers and subheads
  ○ table of contents is correct (including appendices)
  ○ running footer, including page numbers, are correct
  ○ abbreviations and acronyms
  ○ alphabetical and numeric sequence
  ○ capitalization
  ○ hyphenated words
  ○ number style
  ○ use of italics and bold.
  ○ Query any discrepancies.
WRITING/HEAVY REVISION

- Rewrite existing text for a new format, audience, or purpose.
- Work directly with authors and project KM staff to determine the tone of the document, the information needed, the structure, and the final output.
- Interview project staff and/or conduct light background research and synthesize information as needed to draft content.
- Heavy revision includes completely rewriting a large portion of a document (50 percent or more), rather than heavily editing existing content (substantive editing).
PART D: ATTACHMENTS TO THE RFP

1. Small Business Program Representations (OCT 2014)

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

3. Other Representations & Certifications

4. Certification of Vendor

5. Past Performance Information Table
Representations & Certifications

As a condition of accepting a subcontract under this RFP, the selected vendor is required to certify to the following mandatory clauses:

1. Small Business Program Representations (OCT 2014)

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—
(1) Means a small business concern—
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern,” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) Representations.

(1) The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—
(i) It □ is, □ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _______.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—
(i) It □ is, □ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB
concern and other small businesses that are participating in the joint venture: _______.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _______.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

2. **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.

3. 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, [ ] 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).

4. 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          | __________________________ |
### 5. Past Performance Information Table

<table>
<thead>
<tr>
<th>Item #</th>
<th>Project Name or Contract</th>
<th>Brief Description of Scope of Work and Activities</th>
<th>Geographic Location (country, region, district)</th>
<th>Period of Performance</th>
<th>Total Project Budget or Contract Value (USD$)</th>
<th>Point of Contact &amp; Contact Details of Funder or Company (Name, Address, Email)</th>
</tr>
</thead>
<tbody>
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</table>

**INSTRUCTIONS**

Complete the above past performance table based on other projects, contracts, or awards for similar work as described in the RFP, Part B: Instructions to Offerors. Preferably provide at least three (3) entries. Add more lines, if applicable.