



Request for Proposals

United States Institute of Peace

Building Trust and Advancing Peace in South Sudan

South Sudan

Release Date: February 23, 2023

RFP Due Date: 5 pm EST on March 23, 2023

Refer Questions to:	Submit Proposals to:
omohajer@usip.org achin@usip.org	omohajer@usip.org achin@usip.org
Pertinent responses will be made available to all offerors by e-mail. No inquiries will be accepted after specified time and date.	The response must be submitted by time and date listed above to be considered.



I. Introduction and Background

The United States Institute of Peace (USIP) is a national, nonpartisan, independent institute, founded by Congress and dedicated to the proposition that a world without violent conflict is possible, practical, and essential for the United States and global security. In conflict zones abroad, the Institute works with local partners to prevent, mitigate, and resolve violent conflict. For more information, please visit <http://www.usip.org>.

USIP has worked in South Sudan since before its independence and engages directly with civil society, the Government, regional actors, and international organizations to advance peacebuilding efforts.

II. Purpose of the RFP

USIP's South Sudan team is soliciting proposals for projects focused on building trust and peace in South Sudan. Through a six month-long partnership, USIP seeks to strengthen skills, increase organizational capacity, and provide technical and financial support to impactful South Sudanese peacebuilders and civil society organizations (CSO). The partnerships will be completed under the Unlearning Violence project and youth and women-led organizations are encouraged to apply.

III. Scope of Work

A. Background

The Unlearning Violence project supports and partners with peacebuilders and CSOs operating in South Sudan. The Unlearning Violence Community is a loosely affiliated group that has been nurtured and grown every year since 2014. In this work, USIP engages approximately 70 peacebuilders, their organizations, CSOs, and think tanks to support activities ranging from institution and forum establishment, conflict analysis, facilitation, dialogue, gender equity work, strategic nonviolent action, peaceful media, and South Sudanese-led research. During 2023, USIP will support at least 3 organizations, groups of individuals, or individuals over a period of one to six months for new and/or continued programmatic and capacity-building activities focused on building trust and peace in South Sudan during the transitional period. A rationale must be articulated as to why the proposed activities are pressing and important to complete during the transitional period.

B. Project Goals and Objectives

USIP objectives are to 1) build connections and trust and develop options and strategies to inform approaches to peace related to core processes of South Sudan's transition, and 2) support peacebuilders and civil society organizations, harness citizen priorities, and ensure they are reflected in the development of policy options and strategies.

Proposals must cover one or more of the below priority areas. Proposals should also include activities intended to meet the USIP objectives within these priority areas.

- Opening civic space and increasing civic participation
- Constitution making process
- National dialogue



- Transitional justice
- Humanitarian assistance that is conflict sensitive or done differently
- Anti-corruption
- Human security and violence prevention and mitigation
- National elections
- Civic participation

C. Expected Contract Type

Firm fixed price

D. Scope

The project will require South Sudanese-led organizations, groups of individuals, or individuals to complete the following during the contract term:

1. Develop a project overview that includes proposed activities and timeline for approval by USIP.
 - **Deliverable #1:** Project Overview (3-5 pages)
2. Provide progress reports to USIP on a monthly basis that outline the successes and challenges of project implementation throughout the entire period of performance
 - **Deliverable #2:** Monthly Progress Reports (1-3 pages)
3. Complete activities focused on building trust and peace in South Sudan.
 - **Deliverable #3:** Peacebuilding Activities
4. Brief the USIP South Sudan Working Group with guidance on function and format of the briefing from USIP.
 - **Deliverable #4:** South Sudan Working Group Briefing
5. Provide a final narrative at the conclusion of the project outlining successes, challenges, lessons learned and plans for future activities.
 - **Deliverable #5:** Final Narrative (5 pages)
6. Develop a monitoring, evaluation, and learning framework that connects project objectives, goals, and activities to measurable outputs and outcomes.
 - **Deliverable #6:** Monitoring, Evaluation, and Learning Framework. (1-3 pages; This may be optional depending on the project proposed).

G. Tentative Timeline

A tentative timeline for the completion of deliverables is provided below. USIP will work with the selected proposer to finalize deliverables and deliverable due dates upon selection.

Deliverable	Estimated Due Date
Project Overview	April 1, 2023
Monitoring, Evaluation, and Learning Framework (TBD)	April 15, 2023
Peacebuilding Activities	Varies depending on type of work
Monthly Progress Reports	Five calendar days after the end of each month



South Sudan Working Group Briefing	Varies depending on project timeline
Final Narrative	November 30, 2023

IV. Submission Requirements

Any proposal that does not contain **all items** listed below may be considered nonresponsive. For more detail on the selection process, including corresponding evaluation criteria, please see Section V below. To be considered under this RFP, please submit the following:

A. Technical Narrative Proposal

The technical narrative proposal should be no more than five pages and include the following sections:

1. Background and Prior Experience

Provide background on the organization and project.

Describe at least two projects of similar scope and complexity the offeror has worked on previously. Provide two points of contact with telephone number and email address for each of the described projects.

2. Overall Approach

Provide a clear rationale/theory of change explaining the proposed activities and how these activities will build trust and advance peace/mitigate violence of the remainder of the transitional period. Based on the information provided, describe the proposed approach to implementing the project, measuring its impact, and carrying forward any lessons learned.

3. Key Personnel, Staffing, and Specific Expertise

Describe the key personnel, their role, their level of knowledge, and how their experience is related and beneficial. Describe the overall staffing plan for the project. Please note that staff may be non-US citizens and do not require a security clearance.

B. Curriculum Vitae (CV)

For each of the key personnel, please provide a CV of no more than three pages. CVs will not count towards technical narrative proposal page limit.

C. Cost Proposal

The cost proposal shall include a detailed budget and a budget narrative. Budget must be in US dollars and in a spreadsheet format (e.g., Excel). *Please note that USIP allows nonprofit organizations to include up to 15% indirect cost recovery on total direct costs for contracts.*

D. Financial Management Assessment Form

Organizations must complete the Financial Management Assessment Form unless they have received Federal grants, contracts or cooperative agreements in the past two years and can



provide their audited financial statement from their most recent fiscal year. Please reach out to achin@usip.org to request a copy of the Financial Management Assessment Form if it is not attached to the solicitation.

E. Certification Page

Complete and sign the Certification Page below and submit with the proposal.



V. Selection Process

A. Schedule

Date	Schedule
February 23, 2023	RFP issued
March 9, 2023	Questions concerning RFP and project emailed to achin@usip.org no later than 5pm Eastern Standard Time.
March 16, 2023	Answers to questions will be made available to all offerors.
March 23, 2023	Proposals are due no later than 5pm Eastern Standard Time. <i>Late submissions may not be accepted.</i>
March 30, 2023	Notification to selected offeror
April - June 2023	Estimated project commencement date

USIP may adjust dates in the schedule or cancel this RFP at any time prior to contract award.

B. Evaluation Criteria

Proposals will be evaluated based on the criteria below. For more detail on each submission requirement, see Section IV of this RFP. The USIP Selection Committee will review all proposals received on time using the evaluation criteria established below based on the best value offered to USIP. The Selection Committee reserves the right to reject any or all proposals, in whole or in part, to award multiple contracts, and/or to enter into negotiations with any party, in the best interests of the Institute.

Evaluation Criteria	Weight
Technical Narrative Proposal	
Background and Prior Experience	20%
Overall Approach	30%
Key Personnel, Staffing, and Specific Expertise	20%
CVs	10%
Cost Proposal	20%

C. General Instructions and Terms

1. Complete proposals must be submitted by email to omohajer@usip.org and achin@usip.org by 5 pm EST on March 23, 2023.
2. The Institute is not liable for any costs incurred by offerors prior to issuance of an executed contract with the Institute.
3. Submissions must be typed and submitted electronically and must include all submission requirements outlined in the Submission of Requirements section of this RFP. No changes or corrections to a response will be allowed after the deadline.
4. All submissions should be in English and US dollars.



5. Any questions concerning this RFP should be directed to Angela Chin at achin@usip.org. Pertinent responses will be made available to all offerors by email. No inquiries will be accepted after specified time and date.
6. Any proposal not addressing all RFP requirements may be considered non-responsive. Late proposals may be rejected as non-responsive.
7. This RFP is not an offer to enter into an agreement with any party, but rather a request to receive proposals from offerors (organizations or persons) interested in providing the services outlined herein. Such proposals shall be considered and treated by USIP as offers to enter into a contract.
8. USIP shall not be obligated for the payment of any sums whatsoever to any recipient of this RFP until and unless a written contract between the parties is executed.
9. Unless stated otherwise within this RFP, the selected Contractor shall be responsible for providing all equipment and/or supplies required to perform the services.
10. The selected Contractor shall not discriminate against any person in accordance with Federal, state, or local law.
11. The submission of any materials to USIP in response to this RFP will constitute (i) a representation that the Offeror owns or has unrestricted license to use and license such materials and all intellectual property expressed therein; and (ii) the grant of a non-exclusive license to USIP to use such materials and intellectual property for any purpose, including specifically the evaluation, negotiation, and documentation of a contract with any party.
12. Offeror will commit to adhering to the attached USIP Terms & Conditions, else risk removal from consideration. Exceptions to these terms must be clearly outlined in an annex to the Technical Narrative Proposal. Please reach out to Angela Chin at achin@usip.org to request a copy of USIP Terms and Conditions if they are not attached to the solicitation.



Certification Page

(Please submit with the proposal)

- A. The Offeror certifies that: (1) Prices in the offer have been arrived at independently without consultation, communication, or agreement with any other competitor; (2) Prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other competitor before bid opening or contract award unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other competitor to/not to submit an offer for the purpose of restricting competition.
- B. Has the offeror received funding from USIP? Yes/No
If yes, provide the grant or contract number and the offeror's main point of contact at USIP: _____

On Behalf of Offeror:

Name of Organization or Independent Contractor

Signature of Authorized Official

Printed Name of Authorized Official

Title

Date



**United States Institute of Peace
Terms and Conditions**

1. Independent Contractor

Contractor shall be an independent contractor with respect to performance of all work performed under this Agreement, and neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be the employee, agent, servant, or representative of USIP nor shall it or they have any authority to speak for or otherwise to bind USIP in any manner. As an independent contractor, you are responsible for the safety and security of individuals working under this contract. USIP strongly encourages individuals who will be traveling and working in conflict zones and areas prone to violence and instability, to acquire security awareness training prior to operating in those environments. It is the responsibility of the individual contractor to obtain this training.

2. USIP Name and Logo

USIP name and logo are the property of USIP. Neither shall be used by Contractor for any purpose(s) except with the express, prior written authorization of USIP.

3. Confidentiality and Non-Disclosure

“Confidential Information” means all information in whatever form or in whatever medium recorded, relating to the Work disclosed in writing, orally, or in any other form to Contractor by USIP, either directly or indirectly, and all information compiled or developed during the course of the Work, except for the following:

- (1) Information in the public domain through no action of Contractor in breach of this Agreement; or
- (2) Information independently developed by Contractor; or
- (3) Information acquired by Contractor from a third party not delivered to Contractor in breach of confidentiality agreements which said third party may have with USIP, the Government, USIP’s other contractors or affiliates, or any other third party.

Both during the term of this Agreement and following completion of the work or termination of the Agreement, Contractor will retain in strict confidence, and not disclose to third parties or use for the benefit of anyone other than USIP any Confidential Information, without the prior written consent of USIP.

All Confidential Information obtained or developed pursuant to the Agreement shall be subject to this Agreement unless expressly excepted in writing by the USIP.

Nothing contained herein shall be deemed to prevent disclosure of any Confidential Information by Contractor if, in the written opinion of Contractor’s counsel, such disclosure is



required by any applicable federal or state law, rule, or regulation, or by any applicable order, subpoena, judgment, or decree; provided, however, that Contractor shall give USIP at least ten (10) days prior written notice before disclosing any Confidential Information and, in making such disclosure, Contractor shall take all reasonable steps to preserve the confidentiality of the Confidential Information to the greatest extent possible.

If and when requested in writing, Contractor shall, and shall cause its lower tier subcontractors to execute any such confidentiality agreements as are deemed necessary for the protection of USIP, the Government and/or any of their respective other contractors.

4. Indemnity – Intellectual Property

Except as specifically agreed by USIP, all original work of Contractor under the Contract shall be treated as “work for hire” and all right, title and interest in such work shall be assigned to or owned by USIP.

Contractor represents and warrants that all intellectual property of any nature included in any deliverable to USIP (or any other party under the Contract) shall be public domain property, or the original work of Contractor, or shall be used with all applicable consents or licenses from the owner, copyright holder or patent owner.

Contractor shall indemnify, defend, save and hold harmless USIP from and against any and all claims, actions, and damages which USIP may suffer or pay by reason of any claims or suits arising out of claims of infringement of any patent rights, copyrights or other intellectual property, proprietary or confidentiality rights relating to the work performed by contractor or any of its subcontractors under or in connection with the Agreement. Any such suit or claim shall be defended at Contractor’s expense by counsel satisfactory to USIP. If, in any such suit or claim, a temporary restraining order or preliminary injunction is granted, Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraining order. If, in any such suit or claim, the work, or any part, combination or process thereof, is held to constitute an infringement and its use is permanently enjoined, Contractor shall promptly make every reasonable effort to secure for USIP or, at no cost to USIP, a license authorizing continued use of the infringing item. If Contractor is unable to secure such suspension or such license within a reasonable time, Contractor shall, at its own expense and without impairing USIP’s use of the work, either replace the affected work, or part, combination or process thereof, with non-infringing components or parts or modify the same so that same becomes non-infringing.

5. Publicity

Contractor shall not disclose the nature of its work under the Agreement or engage in any other publicity or public media disclosures with respect to the work without the prior written consent of USIP.

6. Acceptance and Inspection



USIP shall have the right to inspect all work performed under this Agreement upon delivery or pursuant to such other terms as may be agreed upon in writing. Acceptance shall not occur until after completion of inspection. Acceptance shall not absolve Contractor from correcting errors, omissions, and other defects in workmanship under the Warranty provisions of the Agreement to the extent that they are not patently apparent and discoverable upon reasonable inspection at time of delivery or as otherwise agreed upon. Payment shall be conditioned upon USIP's acceptance of the work under this Agreement.

7. Representation and Warranty of Work

No principal, employee or subcontractor of Contractor:

- (1) Is an employee of or personal services contractor to the Institute; or
- (2) Has a familial or other relationship with a USIP employee participating in the contracting for or receipt of the Services under this Agreement except as specifically acknowledged and consented to by USIP in a writing attached to this Agreement. Contractor warrants that all work:
 - (i) Shall, as applicable, be free of defects in workmanship,
 - (ii) Shall be performed in accordance with the accepted professional standards and industry codes applicable to the work in effect as of the award of the Agreement,
 - (iii) Shall be performed in a good and workmanlike manner, and
 - (iv) Shall strictly conform to the Agreement.

Upon receipt of written notice of a defect or deficiency in the work, Contractor shall at USIP's sole option and at no cost to USIP, promptly re-perform, repair, or replace, such defective or deficient work so that it conforms with the requirements of the Agreement. If USIP deems it inexpedient for Contractor to correct defective or deficient work, USIP may make a deduction from the Contract price in lieu of such correction, as determined by USIP.

8. Compliance with Laws

In the performance of work under this Agreement, Contractor shall comply, and shall require its subcontractors, agents, and other representatives to comply with all applicable laws, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any court or governmental agency or authority, and rules, regulations, codes, orders, interpretations of any Federal, District of Columbia, or other governmental entity or other body having jurisdiction over the Agreement or any activity conducted at or in connection with the Agreement (collectively "Laws"). Contractor agrees to indemnify and hold USIP harmless for, of, and from any loss, including but not limited to fines, penalties, and corrective measures, USIP may sustain by reason of Contractor's failure to comply with any such Laws in connection with the performance of its work for USIP under this Agreement. Contractor shall obtain and maintain all permits, licenses, and consents required by governmental authorities for performance of



any work to be performed under this Agreement. At no time during the term of this Agreement shall Contractor be debarred from contracting with the U.S. Government, subject to sanctions promulgated or supervised by any U.S. Government agency, or otherwise ineligible to contract with the U.S. Government for any reason. Such debarment, sanction status or exclusion at any time shall be a material breach of the Agreement. Contractor's subcontracting under this Agreement with any person debarred, subject to sanctions, or ineligible to contract with the U.S. Government shall be grounds for termination of this Agreement at the sole discretion of USIP.

9. Section 508 Compliance

Because USIP receives Federal funds for its work, to the extent Contractor's work will involve creating or modification of Information Technology hardware or software, Contractor shall ensure that it is in compliance with the requirements section 508 of the Rehabilitation Act of 1973, as amended, as they may be applicable.

10. Compliance with Workplace Rules

Contractor, to the extent work is to be performed on the premises of USIP, shall conform its activities to all procedures, work hours, and safety rules and regulations as may be in force at USIP. Contractor shall also undergo such safety and other training as may be offered by USIP with regard to its site.

11. Contractor Personnel Access to USIP Facilities

USIP also shall have the right in its sole discretion to request that Contractor remove and replace any one or more of its staff working at USIP if such person is deemed by USIP to be incompetent, disorderly, or otherwise unsatisfactory. Contractor shall promptly comply with such request. USIP shall have the right in its sole discretion to revoke access to its premises for any one or more of Contractor's personnel.

12. Equal Opportunity

The Contractor agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of work under this Agreement with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of age, sex, height, weight, marital status, race, color, religion, sexual orientation, national origin, ancestry, disability or veteran status. Contractor also agrees to comply with all applicable provisions of Executive Order 11246 of September 24, 1965, as amended. Breach of this covenant may be regarded as a material breach of this Agreement.

13. Record Retention and Audits

Contractor and its subcontractors of any tier shall maintain true and correct sets of cost and other records relating to the work and all transactions related to the Work and shall retain all



such records for at least three (3) years after final payment under this Agreement.

USIP, itself or through its designated agent (e.g., audit firm), from time to time at any time after the date of this Agreement until three (3) years after final payment under this Agreement, may make an audit of any and all records of Contractor and any of its subcontractors of any tier that pertain to the performance of work under the Agreement. Contractor shall assist USIP in making the above audits.

Such audits will not include Contractor's payroll or other confidential information of Contractor's other clients unless it relates directly to this Agreement. Contractor shall include, and shall require all its subcontractors of any tier to include, in all lower tier subcontracts in connection with the work under this Agreement, a provision materially similar to this paragraph. USIP may at any time require Contractor to submit to the Institute a copy of its latest Annual Audited Report ("annual audit" or "audit").

14. Assignment

Neither this Agreement nor any part thereof nor any right arising therefrom shall be transferred or assigned by Contractor to any other individual, firm, partnership, corporation, institution, or government agency without the prior written consent of USIP.

15. Termination for Convenience

At any time, USIP may, in its discretion, terminate this Agreement in whole or in part for its convenience, by giving five (5) business days written notice to Contractor. Upon receiving such notice, Contractor shall:

- (a) Stop performance of all Work except that reasonably necessary to carry out termination; and
- (b) Make no further monetary commitments except with the written consent of USIP.

16. Default by Contractor

USIP shall have the right, in addition to all other rights or remedies it may have under this Agreement or by law or in equity, to terminate this Agreement in whole or in part if Contractor:

- (a) fails:
 - (i) to comply with the material terms of this Agreement;
 - (ii) to make satisfactory progress toward completion of the work; or
 - (iii) to perform its work in a satisfactory manner in terms of quality;
- (b) makes any assignment for the benefit of creditors, or
- (c) initiates or has initiated against it bankruptcy, insolvency, receivership, or similar proceeding, by giving notice to Contractor.

In the event of a breach under subparagraph (a), USIP shall afford Contractor a period of ten



(10) days to correct the breach or present an acceptable plan to USIP for correcting the breach. The failure of USIP to terminate Contractor for any default shall not be deemed a waiver of its right to terminate contractor for some other related, subsequent, or independent default. Upon receipt of such notice, Contractor shall stop all Work. Contractor shall be entitled to be paid only for Work previously submitted and accepted by USIP. USIP shall be entitled to recover from Contractor the costs of retaining others to complete the Work agreed to under this Agreement.

17. No Waiver of Breach

Any failure by USIP at any time, or from time to time, to enforce or require the strict compliance with and performance by Contractor of any of the terms or conditions of the Agreement shall not constitute a waiver by USIP or a breach of any such terms or conditions or any other breaches, or the right of USIP to avail itself of the remedies it may have for any such breach.

18. Indemnity - General

Contractor shall indemnify, defend, hold and save USIP, USIP's affiliates, and each of its/their respective agents, successors, assigns, and any and all officers, directors, shareholders, employees or representatives of any of the foregoing, harmless from and against any loss, claim, liability, judgment, cost or expense (inclusive of attorney and expert fees), including but not limited to any and all property damage, delay, business interruption, lost business transactions or opportunities, or lost profits to Contractor and/or to any one or more third parties and any and all personal injury to Contractor and/or to any one or more third parties, including death, in the event such loss, claim, liability, cost or expense to any extent whatsoever (even if any entity other than Contractor is contributory thereto) arises from or relates to any act or omission of Contractor, its employees or affiliates in connection with the Work. Contractor waives any right to assert immunity from these obligations under any workers' compensation or other employee benefit statute.

19. Damages / Limitation of Liability

In no event shall USIP or any of its affiliates, representatives or any directors, officers, or employees of any of the foregoing be liable to contractor or any of its lower tier subcontractors, whether based on delay, contract, tort, negligence, warranty, indemnity, strict liability, error or omission or otherwise, for any consequential, special, incidental, indirect, exemplary, multiple or punitive damages or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated or otherwise, and contractor hereby releases USIP, and its respective affiliates, representatives, directors, officers and employees from any such liability.

In no event shall USIP be liable to contractor, regardless of cause, for any amount in excess of the total amount of this Agreement.

20. Insurance (for Contracts above \$100,000.00)



Unless otherwise agreed to in writing, Contractor will procure and maintain during the period that this Agreement remains in force insurance coverages with limits of not less than those designated below, and which shall provide for written cancellation notice at least thirty (30) in advance of such event:

(a) Workers' Compensation insurance as is required by the jurisdiction in which the contract is to be performed; and Employer's Liability insurance with limits of not less than the following:

- (i) \$500,000 trauma, each accident
- (ii) \$500,000 disease, each employee
- (iii) \$500,000 disease, policy limit

(b) Commercial General Liability. The general liability policy shall include the following coverage:

- (i) Coverage for the acts of independent contractors;
- (ii) Coverage for claims arising out of products, ongoing and completed operations, which shall be maintained for at least twelve (12) months after completion of the Services to be provided under this Agreement;
- (iii) Coverage for liability assumed under this Agreement;
- (iv) Personal and Advertising Injury Liability;
- (v) An endorsement providing additional insured status to the Endowment of the United States Institute of Peace, the United States Institute of Peace, their directors, officers, employees and agents. Such coverage as provided thereunder to the additionally-insured parties is to be considered as primary, not contributing with or in excess of any other coverage that may otherwise be available to those additional insureds.
- (vi) If the nature of the work to be performed by Contractor involves any of the construction trades, the aggregate limit will apply on a per project basis.

The general liability policy shall have the following minimum coverage levels:

- (i) \$2,000,000 combined single limit, general aggregate.
- (ii) \$1,000,000 combined single limit, each occurrence, products and completed operations.
- (iii) \$1,000,000 per offense personal injury.
- (iv) \$1,000,000 combined single limit each occurrence, bodily injury and property damage liability.

(c) Business Automobile Liability. Coverage must apply for any automobile, whether owned, non-owned or hired:

- (i) \$1,000,000 each accident combined single limit, bodily injury and property damage liability.



(d) Umbrella or Excess Liability. In addition to the above primary limits, Umbrella or Excess Liability Insurance with limits of not less than the following:

- (i) \$1,000,000 each occurrence.
- (ii) \$1,000,000 general aggregate.
- (iii) \$1,000,000 products/completed operations aggregate limit.

Such Umbrella or Excess Liability policy shall contain a provision that it will not be more restrictive than the primary insurance.

(e) Professional Liability/Errors & Omissions. If Contractor is required to perform services of a professional nature (such as accounting, computer consulting or legal), it must in addition to the above requirements, maintain Professional/Errors & Omissions Liability coverage for loss arising out of Contractor's professional liability in the capacity for which it is being hired, with the limit of liability being at least \$1,000,000 each claim, \$1,000,000 annual aggregate. The retroactive date of such policy, if applicable, must be on or before the date of this Agreement. Such coverage must be maintained for a period of at least three (3) years following completion of the Contractor's services to be performed under this Agreement.

All policies of insurance required under this Agreement, with the exception of Workers' Compensation and Professional Liability, shall be endorsed to provide additional insured status to the Endowment of the United States Institute of Peace, the United States Institute of Peace, their affiliates, directors, officers, employees and agents. Such coverage as provided thereunder to the additionally-insured parties is to be considered as primary, not contributing with or in excess of any other coverage that may otherwise be available to those additional insureds.

All policies of insurance required under this Agreement shall contain a waiver of subrogation in favor of the same parties shown as additional insureds above.

At the time of commencement of services under the Agreement, certificates of insurance evidencing compliance with the requirements in this Section shall be provided. The Contractor shall provide the Owner with updated certificates within five (5) days after the Owner's request.

Contractor will require the same insurance coverage and limits from its subcontractors as required of it, and upon request of USIP, will require its lower-tier subcontractors to certify insurance coverage to USIP.

USIP, by requiring the insurance coverage(s) listed above, in no way limits the obligations or liabilities of Contractor assumed elsewhere in this Agreement. Deductibles, if any, are for the account of Contractor.

21. Taxes



Contractor shall be responsible for the reporting and payment of all taxes which become payable by operation of law or contract and shall save USIP harmless from all liability, loss, and expense resulting from Contractor's failure to comply with all requirements of such laws or contracts.

22. Disputes, Continuation of Work

In the event a dispute arises between USIP and Contractor regarding the application or interpretation of any provision of the Agreement, or with respect to an alleged breach of the Agreement, the aggrieved party shall give notice in writing to the other party and the parties shall negotiate in good faith and attempt to resolve such dispute. If the parties fail to resolve the dispute within thirty (30) days after delivery of such notice, or during such longer period to which they may agree in writing, each party shall have the right to pursue any and all remedies available to it under the law.

Notwithstanding the existence of a dispute between USIP and the Contractor and regardless of whether such dispute is the subject of dispute resolution pursuant to this paragraph, Contractor shall not be entitled to suspend or otherwise delay its performance of the work.

23. Governing Law, Jurisdiction, and Venue

This Agreement, and any disputes arising under or related to this Agreement, shall be governed by and construed in accordance with the laws of the District of Columbia, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

24. Force Majeure

If performance of any obligation hereunder by the Contractor or USIP is prevented, rendered impossible or unfeasible, by act of God (e.g., flood, earthquake, tornado, fire, etc.), an act or regulation of any public authority, civil disturbance, strike, lock-out or labor dispute (whether or not involving Contractor or USIP), epidemic, interruption or delay of transportation services, war conditions or emergencies, terrorism, or any cause beyond the control of the parties (collectively, "Force Majeure Occurrence"), such performance shall be required only up to the time of such Force Majeure Occurrence, and there shall be no claim for damage by Contractor or USIP arising from termination of this Agreement or a delay in work, and the contracted obligations of the parties from and following the Force Majeure Occurrence shall be deemed waived.

25. Anti-Deficiency

Contractor acknowledges that USIP is a quasi-official organization authorized by Congress under the U.S. Institute of Peace Act, 22 U.S.C. 4601-11, and that USIP is subject to statutory limits on its contracts and expenditures. Notwithstanding any other provision of this Contract, no



payment owed by USIP under this Contract shall be due or made by USIP if no appropriation or appropriation authority exists for such payment.

26. Invoicing and Payments

An invoice with the contract number specified on the Purchase Order for this Agreement must be submitted by the Contractor to invoices@usip.org no later than one (1) year from the end date of this Agreement. Items or services must be accepted by USIP before invoices will be paid. Payment will be made within thirty (30) days of receipt and acceptance of a proper invoice as described in FAR 32.905(b).

27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor represents that it will not provide, whether directly or by subcontract or other arrangement, covered telecommunications equipment or services to USIP in the performance of this contract or in any extension or modification of this contract. Contractor further represents that it does not use anywhere in its business operations, whether directly or by subcontract or other arrangement, any equipment, system, or services that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Contractor shall notify USIP within one business day of learning that covered telecommunications equipment or services have been provided to USIP or are being used by Contractor, whether directly or by subcontract or other arrangement.

For purposes of this section, “covered telecommunications equipment or services” means (1) telecommunication or video surveillance equipment or services produced or provided by Huawei Technologies Company or ZTE Corporation (including subsidiaries and affiliates of either); and (2) equipment or services used specifically for national security purposes provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (including subsidiaries and affiliated of any of them).

28. Contract Execution

This Agreement is considered executed and the terms are therefore legally binding for both parties once a Purchase Order has been issued by a USIP Authorized Representative and the Contractor begins providing services or goods.

Revised August 2020



UNITED STATES INSTITUTE OF PEACE