

# Request for Proposals

## United States Institute of Peace

### *Global Research Network on Conflict Business Development Proposal and Fundraising Assessment*

**REVISED RFP February 9, 2018** [previously issued January 31]

**Project Name:** Global Research Network on Conflict Business Development Proposal and Fundraising Assessment

**REVISED Response Deadline:** **February 20, 2018** [previously February 12]

#### **I. General Instructions**

- A. The United States Institute of Peace (USIP) requests proposals to scope potential pathways to ensure institutional and financial stability and sustainability for the RESOLVE Network, the flagship initiative of the Global Research Network on Conflict (GRNC), as well as to identify the associated costs and necessary actions for the options presented. The final Business Development Proposal and the Fundraising Assessment produced during this project will be shared with the GRNC Board of Directors to inform their decision-making on the future of RESOLVE.
- B. The project will require market research, interviews, and writing two detailed reports—a Business Development Proposal and a Fundraising Prospects Assessment. Further details on deliverables are listed in the Scope of Work below.
- C. The response must be submitted by email to [mloney@usip.org](mailto:mloney@usip.org) by **February 15** [previously February 7] at 17:00 EST.
- D. USIP and GRNC are not liable for any costs incurred by the responding firms prior to issuance of an executed agreement with the USIP.
- E. Submissions must be typed or printed, and must follow the organization of the requests for information in the Submission of Proposals section below. No changes or corrections to a response will be allowed after the deadline.
- F. During the request period, any questions concerning this Request for Proposals should be directed to Megan Loney at [mloney@usip.org](mailto:mloney@usip.org). Pertinent responses will be made available to all proposers by e-mail. No inquiries will be accepted after **February 15** [previously February 7] at 17:00 EST.
- G. Proposed schedule:

- February 9 – Issue Request for Proposals with Revised Dates.  
[first issued January 31]
- February 15 – All final respondent questions due.  
[previously February 7]
- February 20 – RFP submissions due by 17:00 EST.  
[previously February 12]
- February 23 – Notify finalists.  
[previously February 14]
- February 26-28 – Consultations with finalists.  
[previously February 14-16]
- March 2 – Announce results of selection process.  
[previously February 116]

## **II. Scope of Work**

### *Context*

International stakeholders launched the RESOLVE Network in September 2015 during an international summit co-hosted by USIP and held on the sidelines of the United Nations General Assembly in New York. RESOLVE was formed to meet the needs of policymakers and practitioners to better address the significant gaps in research, evidence, and data in the CVE field. On December 1, 2015, the U.S. Department of State (State) entered into an Interagency Agreement (IAA) with USIP that designated USIP as the Secretariat of RESOLVE and directed USIP to staff the Secretariat and establish terms of reference for a global consortium of research organizations and individual researchers dedicated to promoting empirically driven, locally defined analysis of the drivers of violent extremism and sources of community resilience. The terms of the 2016 IAA between State and USIP called for USIP to formulate a transition plan, including a plan for autonomy from USIP, within two years of signature of the agreement that would ensure international support from a diverse array of stakeholders invested in supporting effective conflict prevention programming, policies, and practice. Since then, RESOLVE has become a resource hub for policymakers, practitioners and researchers looking for a nuanced, multidisciplinary, data-driven approach to empirical analysis of the drivers of violent extremism.

In August 2017, USIP helped form the Global Research Network on Conflict (GRNC), which incorporated as a District of Columbia nonprofit corporation, named a Board of Directors, an Executive Director, and a Secretary-Treasurer and identified staff to carry forward the mission of managing RESOLVE (flagship initiative) and other GRNC initiatives. By agreement with USIP, GRNC has undertaken management of RESOLVE

to accomplish the shared goals of State, USAID, USIP, the USG, and other international stakeholders. The GRNC Board helps lead, drive and support RESOLVE’s mission and guide options for sustainability. The near-term expectation is that RESOLVE will become increasingly autonomous and that certain decisions will bring RESOLVE even closer to its objectives of supporting a wide array of stakeholders in the international community and serving as a hub for international research to address violent extremism and its causes.

***RESOLVE Network Strategic Goals & Functions***

The RESOLVE Network is first and foremost a global consortium of research organizations and individual researchers, practitioners, and policymakers committed to the promotion of empirically driven, locally defined research on violent extremism. The Network also shapes the global research agenda around violent extremism, including: 1) forges partnerships with locally based research, training, and policy institutes in six major regions heavily impacted by violent extremism; 2) aggregates and synthesizes existing research, and helps generate high quality, locally informed, and evidence-based research on the dynamics of violent extremism; and 3) builds the capacity of local researchers to lead locally informed research in the CVE field. RESOLVE has sought to bridge the gap between early warning and early action for the prevention of violent extremism by providing timely, policy relevant, locally-informed analysis and evaluation. RESOLVE’s value added is an ability to tap an extensive network of group of think tanks, research and training institutes, and experts on timely topics and to support sustained capacity building at the local level. The service pushes existing P/CVE-related programming that is abundant with conjecture toward a more empirical base, and highlights the importance of (and building the capacity for) locally led, locally informed analysis to enjoy a more prominent role in decision making.

***Project Objectives***

As part of the transition process indicated above, the RESOLVE Network team is working to identify potential pathways for independence to include (1) becoming an independent, standalone entity and (2) finding another institutional home.

This project will scope potential pathways to ensure institutional and financial stability and sustainability for RESOLVE and will identify the associated costs and necessary actions for the options presented. The final Business Development Proposal and the Fundraising Assessment produced during this project will be shared with the GRNC Board of Directors to inform their decision-making on the future of RESOLVE.

Independently, and not as an agent of USIP, GRNC, or the RESOLVE Network, the vendor shall provide two reports—a Business Development Proposal and an assessment of potential funding prospects, detailed below.

***Phase 1: Business Development Proposal***

The Business Development Proposal will explore potential pathways for independence and present recommendations for RESOLVE’s transition. The Proposal will consist of the following two sections:

1. Detailed dossier on international initiatives, organizations, non-profits, and the like that are housed at Universities, Think Tanks, Foundations, Non-Government Organizations, and Corporations
  - In coordination with USIP HQ staff and GRNC Board, the vendor will identify a list of 15-20 examples of small enterprises that have found Institutional homes post-inception.
  - For each enterprise, the vendor will provide a dossier of details and history to include available information on
    - Size (number of employees),
    - Budget,
    - Staffing model (including types of employment),
    - Orgs primary objectives,
    - Institutional organization's mission,
    - Physical location (co-located, separate office space, remote, etc)
    - Sources of funding and information about funders,
    - Fiscal management structure, and
    - Potential growth / changes that would be relevant to the dossier.
  - As part of this mapping process, the vendor will conduct detailed independent research as well as interviews with GRNC Board members, key USIP staff, Steering Committee members, and stakeholders to identify and compile key criteria for an institutional home for RESOLVE.
  - This collection of information should be analyzed and criteria should be developed delineating factors related to successful or non-successful transitions to an institution.
2. List of recommended potential options for an institutional home for RESOLVE with pertinent details as to why an organization should be considered for a possible home to RESOLVE, including by reference to the criteria developed in the analysis above. This list could include options from Universities, Think Tanks, Foundations, Non-Government Organizations, and Corporations. This list should include information about why a location is recommended, including but not limited to: subject matter area of interest; past funding for similar efforts; notable public image considerations; size of organization; budget of organization; sustainability of funding; other criteria as identified.
  - In providing the recommendations, retention of RESOLVE's ability to accomplish its mission and maintain its reputation as an international partner is crucial. Premium should be given to options where RESOLVE's global

focus, global reach, and ability to keep international connections are not hindered.<sup>1</sup>

***Phase 2: Fundraising Prospects Assessment***

The Fundraising Prospects Assessment will map out the current landscape of potential funders—foundations, foreign governments, multilateral organizations, and development actors & implementers—for the RESOLVE Network.

- The assessment will map and rank potential non-government funders with recommendations on prioritization. This mapping will be informed by resources including the [Guide Star](#) Compilation Report and the Foundation Center’s [Foundation Directory](#).
- The assessment will categorize funders based on focus area, funding availability, connection to USIP, connection to CVE work, and any known connections to GRNC Board members.

<b>Deliverable</b>	<b>Deliverable</b>	<b>Overview</b>
#1	Scheduling and Conducting Key Stakeholder Interviews	The vendor will interview 10-15 key stakeholders (identified by USIP HQ staff). The vendor will provide a summary of the interviews to USIP HQ staff. The summary of the interviews should be added to the Business Development Proposal as an appendix.
#2	Dossier of related enterprises	The vendor will provide a dossier of 15-20 enterprises housed at an institution that will provide information on size, budget, staffing model, primary objectives, institutional organization’s mission, funders and funding sources, and potential capacity building staffing needs.
#3	Draft Business Development Proposal	The first full complete draft of the report (including the summary of interviews and the enterprise dossiers as appendices) will present preliminary recommendations to USIP HQ staff for feedback.
#4	Final Business Development Proposal	Incorporating any comments from the USIP HQ staff, the vendor will finalize the Business Development Proposal.
#5	Draft Fundraising Assessment Report	The vendor will share a full complete draft of the report with USIP HQ staff for feedback.

---

<sup>1</sup> RESOLVE has significant intellectual property, a positive reputation and known place on the international stage, very talented USIP staff, and several other attributes that are valuable to a future home.

#6	Fundraising Assessment Report	Incorporating any comments from the USIP HQ staff, the vendor will finalize the Business Development Proposal.
----	-------------------------------	--

***Level of Effort***

It is estimated that for each of two evaluation reports, the level of effort will be as follows.

- 10-15 person days preparation for fieldwork.
- 15 person days fieldwork.
- 10 person days report writing.
- 3 person days presentation and consultations with USIP.

**III. Submission Requirements:**

To be considered under this RFP, please submit the following:

***Technical Proposal (no more than 5 pages)***

The narrative proposal should include the following sections:

- A. Past Experience: Describe at least two projects of similar scope and complexity you have worked on previously. Provide a point of contact with telephone number and email address at each.
- B. Overall Approach and Methodology: Based on the information provided, describe your proposed approach to conduct market research, interview methodology and questions, and development of conclusions and recommendations.
- C. Specific Expertise: Describe your level of knowledge and experience with non-profit development and non-governmental and international funders.
- D. Key Personnel and Staffing: Describe the key personnel as well as information on the overall staffing plan for the project. Please note that staff may be non-US citizens and do not require a security clearance.

***Curriculum Vitae***

For each of the key personnel, please provide a CV of no more than three pages. CVs will not count as part of the 5-page maximum of the technical proposal.

***Cost Proposals***

The cost proposal should include a budget summary, a detailed budget covering all anticipated costs, and a budget narrative explaining how each item of cost was derived. Please note that USIP limits indirect costs to 12% of total costs.

**IV. General Terms and Selection Process**

- A. Contract Type: Firm Fixed Price.
- B. Any proposal not addressing each of the foregoing items may be considered non-responsive.
- C. Late proposals may be rejected as non-responsive.
- D. This RFP is not an offer to enter into agreement with any party, but rather a request to receive proposals from firms or persons interested in providing the services outlined below. Such proposals shall be considered and treated by USIP as offers to enter into an agreement.
- E. 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.
- F. Unless stated otherwise in the statement of the work, the Offeror is responsible for providing equipment and/or supplies required to perform the services.
- G. The Selection Committee will review all submissions received on time using the selection criteria established for the project.
- H. USIP will accept proposals from firms for implementation of Phase 1 only, Phase 2 only, or both phases. The phase(s) the proposal covers must be indicated in the title of the proposal. USIP reserves the right to reject all proposals, in whole or in part, enter into negotiations with any party, and/or award multiple contracts.
- I. The Selection Committee reserves the right to reject any submission or to reject all submissions in the best interests of USIP. USIP may cancel this Solicitation at any time prior to contract award if it is in the best interests of USIP.
- J. The successful firm offeror shall not discriminate against any person in accordance with Federal, state, or local law.
- K. The submission of any materials to USIP in response to this RFP will constitute (i) a representation that the submitting party 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 an agreement with any party.
- L. Submitting firm will commit to adhering to the attached USIP Terms & Conditions, else be removed from consideration.
- M. Proposals will be judged as follows:

- Technical Proposals will be judged on the following factors:

<b>Evaluation criteria</b>	<b>Corresponding Submission Requirement</b>	<b>Weight</b>
Total fixed price	Detailed cost proposal	50%
Overall Approach and Methodology	Technical Proposal	30%
Specific Expertise	Technical Proposal	10%
Staffing and Key Personnel	Technical Proposal	10%
Past Experience	Technical Proposal and Staff CVs	10%

- Cost Proposals are a determinate factor whose value is equal to that of sum of the elements of the technical proposal.



# 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 of 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 years after final payment under this Agreement.

USIP, itself or through its designated agent (e.g., audit firm), may from time to time at any time after the date of this Agreement until three years after final payment under this Agreement, 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' Compensations 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, on-going 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.
- (ii) \$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 retro-active 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.