



## Request for Proposals:

### United States Institute of Peace Final Evaluation of Alliance for Iraqi Minorities Project

**Response Deadline:** April 5, 2017 by 5:00 p.m. EST

#### 1. General Instructions

A. The United States Institute of Peace (USIP) requests proposals to conduct a formative evaluation of a project aimed at improving the organizational and programmatic capacity of the Alliance of Iraqi Minorities (AIM), an organization comprised of 13 NGOs working on advancing minority rights in political, economic and social processes. More specifically, the Alliance seeks to build bridges between minority communities, between minorities and larger Iraqi communities, and promote minority rights and interests at the local, provincial and national levels.

B. The evaluation will require the evaluating firm or individual to facilitate consultations with relevant USIP staff in both Washington, DC, Erbil and Baghdad and data collection primarily in Erbil, Dohuk and Baghdad. The project requires the evaluator/evaluation firm to submit the following deliverables:

- A kick-off meeting with the Iraq and Planning, Learning, and Evaluation Teams to clarify roles and responsibilities in the evaluation process,
- A brief inception report, including results of the desk review and outlining the evaluation approach, methodology and data collection tools, submitted to USIP to allow for feedback and questions.
- A draft evaluation report, submitted to USIP to allow for feedback and questions.
- The raw, anonymized data collected by the evaluators (if quantitative) and/or a brief summary of coded data (if qualitative), either as an appendix to the final evaluation report or as a separate document.
- An evaluation report, not to exceed 40 pages + annexes submitted to USIP.
- Presentation of the findings of the report, lessons, and recommendations to USIP.

C. Invoicing will occur upon completion and approval of the deliverables outlined in this document [see Section 2, Part G]. Total amount invoiced for all deliverables should not exceed \$44,000.

D. The response must be submitted by email to [atwajj@usip.org](mailto:atwajj@usip.org) by **April 5, 2017, at 5:00 PM EST**.

E. The Institute is not liable for any costs incurred by responding firms/individuals prior to issuance of an executed contract with the Institute.

F. Submissions must be typed or printed and must follow the format 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.

G. Completion of this task is contingent upon funding. USIP reserves the right to cancel this request at any time. Any cancellation of this request will be delivered electronically.

H. Any questions concerning this Request for Proposals should be directed to . Pertinent responses will be made available to all proposers by e-mail. **No inquiries will be accepted or responses given after March 31, 2017.**

I. Proposed schedule:

- April 5, 2017 – RFP submissions due by 5:00 PM EST
- April 12, 2017 – Announce results of selection process
- April 19, 2017 – Full performance of contract begins
- June 30, 2017 – End of contract performance

## 2. Scope of Work

### A. Overview

The Alliance of Iraq Minorities was created in 2011 to develop an alliance of organizations and individuals representing the various minority communities across Iraq that would be able to provide a voice for advocacy and the promotion of minority rights and interests, particularly around issues of inclusive social, political and economic processes. Today, the organizations of AIM represent Iraq's wide-ranging religious and ethnic minorities, including Christians, Shabak, Sabian-Mandaeen, Kaka'i, Baha'is, Faili Kurds, Eyzidi and others. The evaluation will assess USIP's project, "Supporting Problem-Solving Dialogues for Iraq's Religious Minorities and Governance Issues", which supports the work of AIM and is supported by the Department of State's Bureau of Democracy, Human Rights, and Labor since 2013. The project currently supports the development of AIM and focuses on the following three tracks:

1. ***Supporting AIM's programmatic activities.*** To provide AIM with additional experience in project development and execution through deepening current initiatives on improving services through the provincial budget process, curriculum reform, outreach, and influencing specific legislation.
  - a. Specific projects that the evaluation may cover include, but are not limited to the following: 'Should I Emigrate?' – a study assessing push and pull factors influencing decisions resulting in emigration from Iraq; 'Participatory Budgeting project' – a project aimed at developing representational funding at local and central governmental levels, and 'Yazidi Genocide Awareness Raising' project, which highlights crimes against the Yazidi community to broader society.

2. ***Institutional growth.*** Developing AIM's organizational capacity towards becoming more independent, self-reliant, and self-sustaining through improving the capacity and assuming total responsibility for its organizational, administrative, programmatic, financial, and logistical affairs.
3. ***Reconciliation and community rebuilding.*** To strengthen stabilization and reconciliation efforts in liberated areas by identifying the barriers, challenges and opportunities for reconciliation between communities.

**The evaluation will predominantly focus on understanding and assessing tracks one and two only.**

Activities under the third track will not be a focus of the evaluation; however the evaluation will need to consider it in relation to specific activities under track one and two which are meant to enhance the capacity and understanding of reconciliation processes within AIM. The role of USIP's Iraqi strategic partner, Sanad for Peacebuilding Organization, under the program is also critical and must be understood by the evaluation team. This role will be further clarified during the kick-off meeting.

USIP seeks to conduct an external evaluation of the Alliance for Iraqi Minorities Project in order to tailor more effective support in achieving the outcomes and objectives of AIM. The purpose of the evaluation is to capture the results of the project and learn lessons to inform future similar work in Iraq and elsewhere, as well as highlighting areas needing further development. Furthermore, the evaluation will also be beneficial to AIM, identifying areas requiring improvement as AIM establishes itself as independent organization, as well as areas requiring greater capacity building. Importantly, the evaluation will also be able to provide insight into the effectiveness of AIM's community and governmental advocacy work.

## **B. Evaluation Questions**

Potential key questions for the evaluation to answer include:

*Relevance:*

- To what extent is AIM's model – and its restructuring – relevant to addressing issues facing minority groups in Iraq? Why or why not?
- What types of USIP support have been most effective, relevant, or useful for AIM's capacity building? What forms have been least effective, relevant, or useful?
- Were AIM members the right ones selected given the program's objectives?

*Effectiveness*

- To what extent has USIP built the capacity of AIM to assume responsibility for its organizational, administrative, programmatic, financial, and logistical affairs?
- To what extent has AIM raised awareness and changed attitudes on the plight of minorities in areas with awareness-raising activities?
- To what extent has AIM established and expanded its relationships with key international, national and local stakeholders?
- What were the direct and indirect outcomes of AIM activities supported by USIP?
- What, if any, are the challenges and barriers to AIM implementing USIP supported development both internally as an organization and challenges externally from Iraq as a whole?

### *Sustainability, Challenges, and Lessons*

- What are some potential risks and challenges to sustainability of AIM as an organization and its work moving forward? Sustainability and expectations will be defined in the inception phase of the evaluation in consultation with USIP staff.
- What were challenges facing program implementation? How were they addressed?
- What lessons can be learned about USIP approach to supporting AIM? This approach involves USIP's strategic national partner, Sanad for Peacebuilding Organization – an independent Iraqi NGO—taking on a general-secretariat role for AIM through a memorandum of understanding and working closely with USIP to ensure activities under the track one and two are successfully implemented.

A final design for the evaluation, including key evaluation questions will be developed in consultation with the contractor after the selection process as part of the inception report.

### **C. Audiences**

The primary audiences for the evaluation are first, the members of the USIP Iraq team; second, AIM members; and third, USIP's Inter-Agency partner, the Bureau of Democracy, Human Rights and Labor (DRL) at the U.S. State Department.

### **D. Process, Data Collection, and Methodology**

USIP envisions data collection activities potentially including focus groups and/or key informant interviews with the following groups: USIP staff, staff at USIP's strategic partner organization Sanad for Peacebuilding, members of the Alliance for Iraqi Minorities, and beneficiaries/targets of their advocacy and awareness-raising efforts (policymakers, community members, etc.). In addition, data collection activities could include a capacity assessment of AIM as well as surveys or other tools and modes of analysis to better understand project results. USIP envisions a mixed method approach. Proposals are also encouraged to consider rigorous qualitative methods, such as process tracing. Proposals are also encouraged to detail qualitative analysis process, regardless of specific methods.

### **E. Deliverables and Schedule**

The project will require the evaluator/evaluating firm to hold an initial kick-off meeting with USIP staff from the Iraq team, partner Sanad for Peacebuilding, and the Planning, Learning, and Evaluation Team to clarify evaluation questions, clarify roles and responsibilities for the evaluation, plan and coordinate data collection activities, and identify the precise methodology for the evaluation.

The evaluator will then conduct a desk review of available monitoring documents, reports, and publications provided by USIP. Based on that desk review the evaluator will submit an inception report outlining the final evaluation questions, the evaluation approach, and methodology. USIP will provide feedback and comments on the evaluation approach and draft data collection tools.

The evaluator will then carry out data collection and analysis (see above section D). If the evaluator is not able to conduct data collection in Erbil, Baghdad, Duhok, Sulaymaniah and Nineveh in Iraq due to security considerations, then the evaluator will need to propose alternative data collection strategies.

Finally, the evaluator will be required to write and edit a draft report, which will be shared with USIP for factual corrections and general comments or feedback. Based on this, the evaluator will develop a final evaluation report which will contain findings related to each evaluation question, and lessons and recommendations geared toward USIP staff and funders of similar projects. The evaluator will be required to present findings, lessons learned, and recommendations to USIP staff, and to participate in a learning session facilitated by USIP's Planning, Learning, and Evaluation Team.

*Proposed Schedule:*

<b>Estimated Date</b>	<b>Deliverable/Milestone</b>
<b>March 15, 2017</b>	Request for Proposals released
<b>April 5</b>	Submissions due by 5:00 pm EST
<b>April 12</b>	Selection of contractor announced
<b>April 19</b>	Work under the contract begins
<b>April 26</b>	Kick-off meeting held
<b>May 10</b>	Inception report finalized
<b>June 9</b>	Draft evaluation report
<b>June 30</b>	Final evaluation report, raw or summarized data, and presentation

**Note:** These dates are prospective. A final timeline for the final deliverables will be developed in consultation with the evaluator/evaluation firm.

## **F. Budget**

The maximum allowed budget for this evaluation is \$44,000.

## **3. Submission Requirements**

### **Technical Proposal (no more than 10 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 the client of each of the described projects.
- b. **Overall Approach and Methodology:** Based on the information provided, describe your proposed approach to conducting the evaluation.
- c. **Specific Expertise:** Describe your level of knowledge and expertise in: 1) methodologies to assess organizational and programmatic capacity and/or advocacy and policy influence; and 2) policymaking and issues facing minority groups in Iraq.
- d. **Key Personnel and Staffing:** Describe the key personnel that will be involved in this project. Please note that staff may be non-US citizens and do not require a security clearance.

**Resumes**

For each of the key personnel, please provide a resume of no more than three pages. Resumes will not count as part of the five pages of the technical proposal.

**Cost Proposals**

The cost proposal should include a budget and a budget narrative that provides itemized budget with units, cost per unit, and total cost. The cost proposal should include sum costs per deliverables, including staff time.

**4. General Terms and Selection Process**

a. The selection committee will review all submissions received on time using the identified selection criteria.

b. The selection committee reserves the right to reject any submission or to reject all submissions in the best interests of the Institute. The Institute may cancel this Solicitation at any time prior to contract award if it is in the best interests of the Institute.

c. The successful applicant shall not discriminate against any person in accordance with Federal, state, or local law.

d. Selection Criteria

Technical Proposals will be judged on the following factors in descending order of priority:

- Staffing and Key Personnel
- Past Experience
- Overall approach and Methodology
- Specific Expertise

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

ATTACHED: USIP TERMS AND CONDITIONS

# United States Institute of Peace

## Terms and Conditions

### 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.

### 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.

### 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.

### 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.

### 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.

### **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.

### **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.

### **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.

### **Section 508 Compliance**

Because USIP receives Federal funds 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.

### **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.

### **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.

### **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.

### **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").

### **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.

#### **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; (b) Make no further monetary commitments except with the written consent of USIP.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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 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.

If Contractor fails to certify the insurance coverage(s) required in this Agreement to USIP, USIP may, at its option, place insurance of the coverage and limits described above to cover the operations of Contractor. USIP will pay the premiums for such insurance, and charge those premiums to the Contractor.

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.

#### **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.

#### **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.

#### **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.