

**Request for Proposal for External Evaluation***United States Institute of Peace***Evaluation of USIP's Inter-Communal Harmony Program in Myanmar****Location: Virtual****Release Date: March 1, 2022****RFP Due Date: March 22, 2022, 11:59pm Eastern Standard Time**

Refer Questions to:	Submit Proposals to:
Billy Ford	Billy Ford
myanmar-burma@usip.org	myanmar-burma@usip.org
Pertinent responses will be made available to all offerors by e-mail. No questions will be accepted after March 15 at 11:59pm EST.	The response must be submitted by time and date listed above to be considered.

Proposal Submission Requirements:

Any proposal that does not contain all items listed in the Submission Requirements section below may be considered incomplete and thus nonresponsive. For more detail including corresponding evaluation criteria, please see "Evaluation Criteria and Submission Requirements" section below.

1. Technical proposal (maximum 8 pages)
2. CVs of key personnel
3. Cost proposal (budget and budget narrative)
4. Certification page (see below)
5. Financial Management Assessment Form (Organizations only)



I. Introduction and Background

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 U.S. 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>.

The USIP Burma program has operated programs in Myanmar since 2012. Since September 2017, USIP has implemented a program to promote inter-communal harmony in Myanmar through an inter-agency agreement (IAA) with the U.S. State Department's Bureau of Conflict and Stabilization Operations (CSO). In addition to the work under this IAA, the USIP Burma program implements various other initiatives, including a program on community security, track 2 dialogues with key regional actors, and various research efforts in the country. The USIP Burma program is situated within USIP's Asia Center, which implements projects across the continent, including on Afghanistan, Pakistan, China, and North Korea, among other places.

II. Purpose of the RFP

USIP requests proposals to conduct an evaluation of its Inter-Communal Harmony (ICH) program that was implemented in Myanmar from September 2017 until March 2022. The evaluators will carry out the evaluation in close coordination with USIP and CSO.

This evaluation aims to assess the program's relevance, efficiency, effectiveness, and sustainability. Given the constraints to rigorous measurement of the program's impact, a central objective of this evaluation is to assess the program's adaptability and to elicit learning about how to implement a complex and sensitive program in a highly volatile and insecure environment. Adaptability will, therefore, be a cross-cutting focus within each of these domains. The evaluation should focus on all program areas, including activities related to peace education, election violence early warning/early response, hate speech and disinformation, and research.

This evaluation will inform USIP's and CSO's future programming in Myanmar and in other similar contexts by identifying the extent to which the practices, systems, processes, and intervention modalities that were deployed in this program were adaptive, relevant, efficient, effective and sustainable.

Due to insecurity in Myanmar and COVID-19, this evaluation will be carried out virtually.

Ideal candidates include skilled evaluators with the following key capabilities.

- 1) Proficiency in Burmese language.
- 2) Experience evaluating multi-dimensional programs in highly unstable and fluid security and political environments.
- 3) Experience conducting conflict sensitive program evaluation.
- 4) Experience evaluating peacebuilding programs in Myanmar.
- 5) Experience deploying mixed evaluation methods.



III. Scope of Work

Program Background

Funding Source: U.S. State Department's Bureau of Conflict & Stabilization Operations (CSO)

Program Budget: \$2,125,749

Program Timeline: September 1, 2017 – March 15, 2022 (originally: 9/1/2017-2/29-2020)

Location of Program Activities: Myanmar (nation-wide)

USIP launched the ICH program in September 2017 in response to growing inter-communal conflict in Myanmar. At the time of the program's launch, inter-religious conflict, particularly between Buddhist and Muslim populations, was a major threat that had the potential to derail the reform process in Myanmar. The program, therefore, aimed to promote inter-communal harmony, specifically targeting Buddhist-Muslim inter-religious conflict, by conducting research to better understand the drivers of conflict and methods to promote harmony, and by implementing activities that addressed the long-term drivers of this conflict.

Given significant shifts in the context over the life of the program, which included a general election, a global pandemic, a military coup, and major changes to the conflict environment, USIP and CSO repeatedly adapted the program's design, adding and subtracting new objectives and activities to remain relevant and respond to the situation on the ground.

The program included four primary components.

- 1) A **peace education** project that constituted more than 50% of the activity budget that was implemented from 2017 until 2020. This component included 43 trainings for over 2,000 students in informal education institutions across Myanmar.¹
 - a. Objectives:
 - i. Key people have more skills to manage conflict, more knowledge about conflict dynamics and deeper appreciation for the principle of diversity and for others who are different from themselves.
 - ii. Key people put into practice peace education principles.
 - iii. Peace education is institutionalized into key education institutions so that more students are introduced to peace education over a sustained period of time.
- 2) In mid-2020, during the lead-up to the highly contentious general election, USIP and CSO added a component related to **inter-communal election violence** that constituted roughly 8% of the activity budget.
 - a. Objectives:
 - i. A national-level mechanism among civil society organizations and Media exists to coordinate efforts around hate speech and prepare for engagement with government.
 - ii. USIP-supported civil society organizations establish township-level coordination mechanisms for early response to hate speech in which CSOs can share information with important institutional actors who have the capacity to respond.

¹ NB: An internal final evaluation of this component was conducted by USIP in 2020.



- iii. A national-level coordination mechanism between CSOs/Media and Government exists to address hate speech, disinformation and other online or media drivers of election violence.
- 3) After the coup in February 2021, USIP and CSO added a component related to **hate speech and disinformation**. USIP primarily focused on hate speech and disinformation originating from the junta regime - specifically that which aimed to fracture the opposition or incite inter-communal conflict. This constituted roughly 15% of the program budget.
 - a. Objective: Key actors better understand and resist efforts by the SAC, its supporters and others to generate inter-communal tension by spreading hate speech and disinformation.
- 4) The remaining 27% of the budget was allocated to **research projects** on interfaith peacebuilding, state management of religion, and inter-religious conflict in Rakhine State, which spawned five discreet projects that were implemented under this program to advance the recommendations that were identified in the research.
 - a. Objectives:
 - i. USIP and other practitioners have deeper knowledge of inter-communal conflict dynamics and how to address them.
 - ii. Key actors have more information about the effect of COVID-19 on hate speech and inter-communal conflict during the election period
 - iii. Researchers from Rakhine State have the skills and resources to conduct research, and they produce research that contributes to understanding of community resilience in Rakhine State.
 - iv. Community-based organizations have the skills and resources to research and address local drivers of inter- communal conflict.

Evaluation Scope & Objectives

This evaluation will be significantly constrained by conflict dynamics and the high degree of insecurity in Myanmar, which obviate travel to the country or primary data collection through beneficiary interviews or surveys. Given these constraints, the evaluator will work closely with USIP and CSO to address the following questions using the most effective methods possible. The evaluation will aim to address the following questions:

Evaluation Criteria	Key Question	Adaptability Focus Question
Relevance	Were the activities and objectives relevant to addressing inter-communal conflict?	How and in what ways did the program and each component adapt to remain relevant as the country context changed? What motivated the adaptations that were made?



Efficiency	For each objective, what was the economic efficiency? ²	What factors enabled or hindered adaptability? What costs or benefits were gained from the adaptation?
Effectiveness	To what extent did the program and each component achieve its intended targets?	How did adaptations influence the program's ability to be effective?
Sustainability	In what way have/will the program's benefits continue beyond the program period? To what extent do program participants continue to promote inter-communal harmony?	What lessons can be learned about the sustainability of programming to promote inter-communal harmony in highly volatile and crisis settings?

Process, Data Collection & Methodology

The evaluator will hold initial virtual consultations with USIP and CSO to clarify evaluation questions, data collection methods, and identify analytical methods. Ultimately, it is the responsibility of the evaluator to determine the appropriate methods for data collection and analysis. Broadly speaking, the evaluator will deploy the following data collection methods to address the corresponding research questions:

Research Question	Data Source					
	Document Review	Interviews w/ USIP	Joint Interview w/ partner	Interview w/ CSO	Budget analysis	Social Media analysis
To what extent did the overall program and each of its components achieve its intended targets?	X	X	X	X		
Were there changes in target communities' behavior? What influenced those changes? ³		X	X	X		
Were the activities and objectives relevant to	X	X	X	X		

² USIP follows the OECD DAC definition of economic efficiency, which is “the conversion of inputs (funds, expertise, natural resources, time, etc.) into outputs, outcomes and impacts, in the most cost-effective way possible, as compared to feasible alternatives in the context”

³ Depending on what is feasible given security and access constraints, this could include qualitative data collection methods such as outcome harvesting or outcome mapping.



addressing inter-communal conflict?						
Did the program adapt in such a way to remain relevant as the context changed?	X	X	X	X		
What adaptations were made throughout the lifecycle of this program?	X	X	X	X	X	
What elements of program operations enabled or constrained adaptation?	X	X	X	X		
What motivated or informed the adaptation?	X	X	X	X		
What lessons can be learned about operating in highly volatile environments?	X	X	X	X	X	
In what way have/will the program's benefits continue beyond the program period?	X	X	X			X
To what extent do program participants continue to promote inter-communal harmony?	X	X	X			X
What was the cost per output produced?	X				X	

USIP will provide a list of interview subjects. To ensure the security of USIP's partners, the evaluator will only conduct interviews and outreach in coordination with USIP.

Deliverables

1. An inception report outlining the final set of evaluation questions, data collection methods, data collection tools, and analytical methods.
2. A data collection report to be submitted upon completion of data collection which outlines data collection activities, and any divergence from the plan outlined in the inception report.
3. A full evaluation report in English and Burmese (not to exceed 30 pages plus annexes and an executive summary) detailing the evaluation findings and recommendations. Drafts of and the final report will be shared with USIP and CSO for comment before finalized.
4. A presentation of the report to USIP and CSO.

Tentative Timeline

Deliverable	Estimated Due Date
Kickoff Meeting	April 22, 2022
Inception report	May 13, 2022



	<i>Within 3 weeks of award</i>
Data Collection Report	June 17, 2022 <i>5 weeks after 1st deliverable</i>
Draft Evaluation Report	July 15, 2022 <i>4 weeks after 2nd deliverable</i>
Final Evaluation Report	August 12, 2022 <i>4 weeks after 3rd deliverable</i>
Presentation of report	August 26, 2022 <i>Dependent on availability, 2 weeks after the report is completed.</i>

Level of Effort

Total LOE: 30-43 days (estimated)

- Kickoff meeting: 1 day
- Inception report: 3 days
- Data collection report: 12-18 days
- Draft evaluation report: 10-16 days
- Final evaluation report: 2-3 days
- Presentation of report and consultations: 2 days

Evaluation Budget

Maximum \$20,000

Expected Type of Contract:

Time and Materials

IV. Submission Requirements

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

- i. **Technical/Narrative Proposal** (no more than 8 pages)

The narrative proposal should include the following sections:

A. Past Experience:

Describe at least two programs of similar scope and complexity the offeror has worked on previously. These programs should demonstrate experience evaluating at least two (ideally all) of the following peacebuilding programs in Myanmar: effectiveness, relevance, efficiency and sustainability of peacebuilding and/or education programs. These programs should also demonstrate experience with program adaptation in highly complex and volatile environments. If the applicant has experience with virtual/remote data collection for an evaluation, please include information about such program. Provide a point of contact/reference with telephone number and email address for each of the described projects. Also, include whether the offeror and/or essential personnel have received funding from USIP in the past and if so, include a short description of the project, the name of the USIP main point of contact, and the grant or contract number, as applicable.



- B. **Overall Approach and Methodology:** Based on the information provided, describe the proposed approach to the evaluation, including the strategy for sampling, data collection, data analysis, and development of conclusions. The proposed approach should include a security plan to ensure the safety of program and evaluation data, as well as of respondents and evaluators. As noted above, the final research methodology will be developed in consultation with USIP and CSO.
- C. **Key Personnel, Staffing, and Specific Expertise:** Describe the key personnel, their role in this evaluation (including the percentage of their time dedicated to each aspect of the evaluation and rate, if applicable) their level of knowledge, and how their experience is related and beneficial. Descriptions of key personnel expertise should make explicit reference to experience evaluating at least two (ideally all) of the following peacebuilding programs in Myanmar: effectiveness, relevance, efficiency, and sustainability of peacebuilding and/or education programs; Personnel expertise should also demonstrate experience with program adaptation in highly complex and volatile environments. Describe the overall staffing plan for the project. Please note that staff may be non-US citizens and do not require a security clearance.

ii. **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 8-page maximum.

iii. **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).

USIP allows organizations to include up to 12% indirect cost recovery on total direct costs for contracts.

iv. **Certification Page**

Sign the Certification Page on the last page of this RFP and submit with the proposal.

v. **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.

V. **Selection Process**

Proposed Schedule



March 1	RFP issued
March 15	Questions concerning RFP and project emailed to wford@usip.org no later than 11:59pm Eastern Standard Time.
Ongoing; no later than March 17	Answers to questions will be made available to all offerors.
March 22	Proposals are due no later than 11:59pm Eastern Standard Time. Late submissions may not be accepted.
April 4	Notification to selected offeror
April 22	Estimated project commencement date

- A. The USIP Selection Committee will review all proposals received on time using the selection criteria established in this RFP 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. The Institute may cancel this RFP at any time prior to contract award.
- B. Proposals will be judged as follows. For more detail on each submission requirement, see the Submission Requirements section of this RFP.

Evaluation criteria	Corresponding Submission Requirement	Weight
Past experience	Detailed technical proposal Staff CVs References	20%
Overall Approach and Methodology	Detailed technical proposal Detailed cost proposal	25%
Specific Expertise	Detailed technical proposal Staff CVs	25%
Timeframe of implementation	Detailed implementation plan & timeline	10%
Total cost	Detailed cost proposal	20%



VI. General Instructions and Terms

- A. Complete proposals must be submitted by email to wford@usip.org by 11:59pm on March 22.**
- B. The Institute is not liable for any costs incurred by offerors prior to issuance of an executed contract with the Institute.
- C. 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.
- D. All submissions should be in English and US dollars.
- E. Any questions concerning this RFP should be directed to Billy Ford at wford@usip.org. Pertinent responses will be made available to all offerors by email. No inquiries will be accepted after specified time and date.
- F. Any proposal not addressing all RFP requirements may be considered non-responsive. Late proposals may be rejected as non-responsive.
- G. 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.
- H. 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.
- I. Unless stated otherwise within this RFP, the selected Contractor shall be responsible for providing all equipment and/or supplies required to perform the services.
- J. The selected Contractor 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 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.
- L. 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 Proposal.



Certification Page

(Please submit with the proposal)

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.

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

Financial Management Assessment Ford: Pre -Award Assessment

USIP conducts a survey to assess whether a partner organization can manage the award and comply with its requirements and applicable regulations.

Instructions: A designated representative of a partner's organization must complete and sign the following questionnaire and include necessary attachments, as required.

PART I. General Information

Organization Name:			
Type of Organization:	<input type="checkbox"/> University <input type="checkbox"/> For Profit <input type="checkbox"/> Non-profit <input type="checkbox"/> Other _____		
Employer Identification Number: (US organizations only)	<input type="text"/>	DUNS #: (If registered in SAM)	<input type="text"/>
Address:	Telephone #:		
	Fax Number:		
	Website:		
Authorized Representative:	Name:	Telephone #:	
	Title:	Email Address:	

PART II. Internal Controls

1. Identify the key personnel responsible for performing the following duties:

Responsibilities	Name	Position Title	Note
Performing cash and bank reconciliation			
Preparing financial reports			
Signing checks*			
Approving expenses			
Tracking and keeping financial documentation including invoices and receipts			
Maintaining accounting records			

**Note: Good internal controls suggest two signatures on checks.*

2. Does your organization's financial controls segregate responsibilities so that no single individual has complete authority over an entire transaction? ☐ Yes ☐ No
3. Are personnel charges supported by timesheet reports and signed by employee and supervisor?
☐ Yes ☐ No. If not, can the partner maintain timesheet to fulfill USIP requirements? ☐ Yes ☐ No
4. Do you keep inventory records for equipment? ☐ Yes ☐ No. If yes, how often do you conduct physical inventory count? _____
5. Are procurement records appropriately maintained relative to each type of procurement? ☐ Yes
☐ No

PART III. Policies and Procedures

1. Does your organization have written policies and procedures on the following?
 - a) Accounting and Financial ☐ Yes ☐ No
 - b) Procurement ☐ Yes ☐ No
 - c) Property Management ☐ Yes ☐ No
 - d) Human Resources ☐ Yes ☐ No
 - e) Code Conduct and Ethics ☐ Yes ☐ No
 - f) Travel ☐ Yes ☐ No

PART IV. Financial Management System

1. What basis of financial reporting does your organization use? ☐ Cash basis ☐ Accrual basis
2. As part of the financial management systems, does your organization maintain the following?
 - a) General Ledger ☐ Yes ☐ No
 - b) Chart of Accounts ☐ Yes ☐ No
 - c) Cash Receipt Journal ☐ Yes ☐ No
 - d) Cash Disbursement Journal ☐ Yes ☐ No
 - e) General Journal ☐ Yes ☐ No
 - f) Computerized Accounting System ☐ Yes ☐ No
 - g) Briefly describe your organization's accounting system in the space provided below.
3. Does your accounting system produce the following financial reports?
 - a) Income statement ☐ Yes ☐ No
 - b) Balance Sheet ☐ Yes ☐ No
 - c) Accounts payable and receivable ☐ Yes ☐ No
 - d) List of fixed assets ☐ Yes ☐ No
4. Does your organization's accounting system have the capacity to do the following:

- a) Track receipts, payments and expenditures from various donor sources and project activities?
☐ Yes ☐ No
- b) Summarize expenditures according to budget line items such as salaries, supplies, travel, etc.?
☐ Yes ☐ No

PART V. Banking and Audits

1. Does your organization have audits performed by either an independent audit firm or a Certified Public Accountant? ☐ Yes ☐ No. If yes,
a) provide the name and contact information of the audit firm or accountant.
_____.
- b) what type of audit was performed? ☐ Financial ☐ A-133/Single ☐ Other _____
- c) how often are audits performed? ☐ Quarterly ☐ Semi-annually ☐ Annually
☐ Other _____
2. Does your organization have a bank account registered under its name? ☐ Yes ☐ No
If not, how is cash kept safely? _____

PART VI. Human Resource

1. Does your organization have written job descriptions? ☐ Yes ☐ No
2. Do you issue an employment letter or contract which includes the employee's salary, terms of contract, etc.? ☐ Yes ☐ No
3. Does your organization keep timesheets or other attendance records for each paid employee that tracks actual hours worked? ☐ Yes ☐ No
4. Has your organization implemented payroll system that regularly disperses salary to employees?
☐ Yes ☐ No

PART VII. Attachments

Attach the following documents to this questionnaire, as applicable.

- ☐ Certificate of Incorporation and/or active license (Certificate of Good Standing)
- ☐ Evidence for tax status
- ☐ Copy of recent audited financial statement
- ☐ If your organization does not have a recent audit, a "Balance sheet" and "Revenue and Expense" statement for prior fiscal year.
- ☐ Written policies and procedures checked in PART III of this questionnaire

Certification

I certify that the information included in and attached to this questionnaire is accurate and complete. I understand that false or intentionally misleading certification may result in actions up to termination of the resulting award. I further understand that USIP reserves the right to request further documentation and/or inspect the organization's financial records and books, procedures, or other documents related to the resulting award and its administration.

Name:

Title:

Signature:

Date: