

Request for Proposals

United States Institute of Peace Micro Support for Public Education in International Conflict Resolution and Peacebuilding

April 16, 2012

Project Name: Micro Support Program on International Conflict Resolution
and Peacebuilding

Response Deadline: Friday, May 11, 2012 at 3:00pm EDT

I. General Instructions

- A. The United States Institute of Peace (USIP) requests proposals to provide services to develop and manage a new micro support initiative for projects undertaken at institutions of higher learning and public libraries in the United States.
- B. The program will require the contractor to design and implement a formal competition, review and recommend projects for funding, and provide financial and report management oversight.
- C. The response must be submitted by email to grants@usip.org by Friday, May 11, 2012 at 3:00 pm EDT.
- D. The Institute is not liable for any costs incurred by the responding firms prior to issuance of an executed agreement with the Institute.
- E. Submissions must be typed or printed, and must follow the organization of the requests for information in the Submission Requirements section below. No changes or corrections to a response will be allowed after the deadline.
- F. Any questions concerning this Request for Proposals should be directed to grants@usip.org. Pertinent responses will be made available to all proposers by e-mail. No inquiries will be accepted after May 4, 2012.

G. Proposed schedule:

April 16, 2012 – Issue Request for Proposals

May 11, 2012 – RFP submissions due by 3:00pm

May 14 - 25, 2012 – Review submissions and selection of successful organization

May 29, 2012 – Announce results of selection process.

Timeframe for micro support projects to be conducted: July 2012 – September 30, 2013.

II. About USIP

The United States Institute of Peace Act passed by the Congress and signed into law in 1984, established the Institute as a publicly funded national institution chartered to "serve the American people and the federal government through the widest possible range of education and training, basic and applied research opportunities, and peace information services on the means to promote international peace and the resolution of conflicts among the nations and peoples of the world without recourse to violence." The campaign to establish an Institute had begun a decade earlier, when the idea of a national peace academy was first brought to the Senate floor following recommendations by a commission appointed by President Jimmy Carter and chaired by Senator Spark Matsunaga. The legislation establishing the United States Institute of Peace was formally signed in 1984 by President Ronald Reagan

III. Scope of Work

The current RfP is being issued to identify a contractor to implement and manage a new micro support program funded by the United States Institute of Peace. The program will provide approximately 150 – 200 small one-to-one matching awards in the range of \$1,500 –\$2,000 to institutions of higher learning and public libraries in the United States. The support may be used for a variety of public activities, including, but not limited to, educational or training workshops, lecture series, speaker programs, library forums, and must be on issues relevant to USIP's conflict resolution and peacebuilding mandate.

Themes and topics of interest to USIP include:

Gender, Conflict and Peacebuilding
Science and Technology, and Peacebuilding
Sustainable Economics, Conflict Resolution and Peacebuilding
International and Regional Organizations and Conflict Management
Post-Conflict Transitions
Negotiation and Mediation

Countries/Regions of Interest:

Middle East
Asia
Africa
Central and South America
Europe

Other themes and topics not addressed above may also be submitted as long as they address issues of international conflict and its resolution. Proposals addressing domestic conflict issues in the U.S. are not eligible for micro support.

III. Submission Requirements:

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

Proposal (no more than five 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 of the client for both of the described projects.
- B. Overall Approach and Methodology: Based on the information provided, describe the advertisement and outreach plan, the review process you would put in place, and the tracking and disbursement system you would establish for program oversight and management.
- C. Specific Expertise: Describe your level of knowledge and expertise in running micro support programs.
- D. Key Personnel and Staffing: Describe the key personnel as well as information on the overall staffing plan for the project.
- E. Describe your time frame for receiving, reviewing, and announcing awards, with the understanding that USIP will be involved in the final selection process.

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 five pages of the technical proposal.

Cost Proposals

The cost proposal should include a budget summary, a detailed budget, and a budget narrative.

IV. General Terms and Selection Process

- A. The Selection Committee will review all submissions received on time using the selection criteria established for the project.

- 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 firm shall not discriminate against any person in accordance with Federal, state, or local law.
- D. Proposals will be judged on the factors listed below. All factors will be weighed equally.

Factor 1. Staffing and Key Personnel

Factor 2. Past Experience

Factor 3. Overall Approach and Methodology

Factor 4. Specific Expertise

Factor 5. Cost

USIP 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.

USIP Name and Logo

The USIP name and logo are the property of the USIP. Neither shall be used by Contractor for any purpose(s) except with the express, prior written authorization of the 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 the 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 the USIP, the Government, The 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 the USIP any Confidential Information, without the prior written consent of the 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 the 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 the USIP, the Government and/or any of their respective other contractors.

Indemnity – Intellectual Property

Except as specifically agreed by the 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 the USIP.

Contractor represents and warrants that all intellectual property of any nature included in any deliverable to the 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 and hold harmless the USIP from and against any and all claims, actions, and damages which the 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 the 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 the USIP or, at no cost to the 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 the 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

The 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 the USIP's acceptance of the work under this Agreement.

Warranty of Work

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 the USIP's sole option and at no cost to the USIP, promptly reperform, repair, or replace, such defective or deficient work so that it conforms with the requirements of the Agreement. If the USIP deems it

inexpedient for Contractor to correct defective or deficient work, the USIP may make a deduction from the Contract price in lieu of such correction, as determined by the 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.

Section 508 Compliance

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

Contractor Personnel, Access to USIP Facilities

The 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 the USIP if such person is deemed by the USIP to be incompetent, disorderly, or otherwise unsatisfactory. Contractor shall promptly comply with such request. The USIP shall have the right in its sole 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, 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.

The USIP, itself or through its designated agent, 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 the USIP in making the above audits. 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.

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 the 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, provided; (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 the USIP, the 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

Consequential and special damages: in no event shall the 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 the USIP, and its respective affiliates, representatives or any directors, officers and employees from any such liability.

Maximum liability: in no event shall the 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' Compensation: As is required by the jurisdiction in which the contract is to be performed; and / or,
- (b) Employer's Liability:
 - (i) \$500,000 trauma, each accident
 - (ii) \$500,000 disease, each employee
 - (iii) \$500,000 disease, policy limit
- (c) Commercial General Liability. Coverage must remain in force for at least twelve (12) months after the completion of this Agreement. The policies will NOT contain exclusions for the following coverages: independent contractors, blanket contractual, broad form property damage, and personal injury.
 - (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.
- (d) 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.

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 the USIP.

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

All insurance companies which provide insurance coverage to Contractor as required above and the policy form of such coverage will be subject to approval by AKAL. Should AKAL withhold approval of a specific insurance company or its policy form, Contractor will be required to procure insurance as required above with another insurer or on a different form acceptable to the USIP. Any increase premium as a result of such a transaction will be for the account of 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 the 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.

Any litigation initiated by and between the USIP and the Contractor arising out of or relating to this Agreement shall be conducted in the Federal or local courts of the District of Columbia. Subject to the terms of the Disputes clause in this Agreement, USIP and Contractor each consents to the jurisdiction and venue of such courts.

Changes

Within the general scope of this Agreement, the USIP may at any time, but only by written order of the USIP contracting officer, make changes in, additions to, and deletions from the work to be performed under this Agreement, and Contractor shall promptly proceed with the performance of this Agreement as so changed. Any increase or decrease in the Agreement price resulting from such changes shall be agreed upon in writing by the parties hereto. Any claim for adjustment of the Agreement price or time for performance under this section must be made in writing within ten (10) days from the date such changes are ordered. The Agreement price and time for performance shall be equitably adjusted on account of any such changes to be reflected in a written modification of this Agreement. Any inability to reach an agreement about an adjustment resulting from a change to this Agreement shall be resolved under the Disputes clause of Agreement.

Severability

If any provisions of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be deemed invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained in this Agreement, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by the Law.

Contractor's Representative

Prior to commencement of the work under this Agreement, Contractor will designate a competent, authorized representative to represent and act for Contractor and will inform the USIP in writing of the name, qualifications, experience and address of such proposed representative who, upon written approval by the USIP will have complete authority to represent and act for Contractor.

Notices

All notices required to be given under the Agreement shall be deemed sufficiently given upon receipt if furnished (1) in writing and transmitted by United States, First Class, Certified Mail, Return Receipt Requested, postage prepaid; (2) by overnight mail or courier service with receipt requested; (3) by facsimile; or (4) by electronic mail,

Complete Agreement and Modifications

This Agreement, including any and all Appendices, constitutes the complete agreement between USIP and Contractor with respect to the subject matter of the Agreement. It supercedes any and all prior written or oral contracts, agreements, representations and/or understandings of any kind or nature that USIP and Contractor may have entered into or had prior to the date of the Agreement with respect to the subject matter of the Agreement. The Agreement may only be modified by written instrument signed by authorized representatives of both parties.