



Inter-American Development Bank
Banco Interamericano de Desarrollo

REQUEST FOR PROPOSAL No. 20-066

TITLE:

EVALUATION OF THE NDC PIPELINE ACCELERATOR
FUND (ACL) CONSULTING SERVICES

DATE: December 21, 2021

DUE DATE: January 21, 2020 by 2:00 PM

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SECTION 1

1.0 INTRODUCTION

1.1 Bank Overview

The Inter-American Development Bank (IDB or “Bank”) was established in December of 1959 to help accelerate economic and social development in Latin America and the Caribbean. Today, the Bank is a major catalyst in mobilizing resources for the region. The Bank is owned by its 48 member countries with headquarters in Washington, D.C., as well as Country Offices in each member country in Latin America and the Caribbean, and special offices in Paris and Tokyo. The Bank provides loans, technical assistance and policy guidance to further its goals of poverty reduction and sustainable development in the Latin American and Caribbean regions.

The Inter-American Investment Corporation (dba “IDB Invest”), also headquartered in Washington, D.C., is committed to the development of Latin America and the Caribbean through the private sector. As part of its mission, IDB Invest supports the private sector and state-owned enterprises through financing in the form of loans, equity investments, and guarantees. IDB Invest also partners with clients to provide advisory and training services.

The IDB and the IIC are referred collectively as the IDB Group. The four official languages of the IDB Group are: Spanish, English, French and Portuguese. For more information about the Bank, please refer to the Bank’s website at www.iadb.org. Please see www.iic.org for more information about IDB Invest.

1.2 Purpose of the Request for Proposal (RFP)

Bank is issuing this Request for Proposal (RFP) to solicit proposals from qualified and experienced firms to enter into an agreement with an Offeror providing the overall best value to the Bank to assess the objectives and progress of the ACL Funds through a real time evaluation of ongoing technical cooperations and other related activities of the ACL for the donors and IDB Group. Services to be provided according to the Terms of Reference, **Annex A**. This RFP is intended to provide Offerors with sufficient understanding of the Bank’s requirements to enable them to respond.

1.3 Proposal Process Schedule

Listed below is the schedule for activities related to this RFP. The following schedule reflects the expected completion dates, which may be modified by the Bank at any time at its sole discretion.

- Issuance of the RFP - December 21, 2020
- Final Day to Submit Questions - January 8, 2021
- Proposal Due Date - January 21, 2021

SECTION 2

2.0 INSTRUCTIONS TO OFFERORS

2.1 Instructions for Proposal Submission

2.1.1 Proposals must be submitted in Microsoft Word format, via e-mail to verap@iadb.org by no later than **2:00pm (EDT) January 21, 2021**. Please include your company name and **RFP # 20-066** in the email subject line.

2.1.2 Proposals must be prepared in precisely the same format described in Section 3 of this RFP, with responses to each item in the order asked. Responses should be concise and clear. Marketing brochures provided in response to specific questions shall be considered non-responsive.

2.1.3 The “Standard Terms and Conditions of Agreement” referenced as **Annex C**, and Offeror’s proposal will be incorporated into any contract, which results from this RFP. Offerors are, therefore, cautioned not to make claims or statements, which they are not prepared to commit to contractually. Subsequent modifications and counter-proposals, if applicable, shall also become an integral part of any resulting contract.

2.1.4 **Offeror represents that the individual submitting the organization’s proposal is duly authorized to bind its organization to the proposal as submitted.** Offeror also affirms that it has read the RFP and has the experience, skills, and resources to perform, according to conditions set forth in this RFP and Offeror’s proposal. Offeror may submit a proposal alone or in association, with the express understanding that Offeror shall be solely responsible for the offer and any Agreement with the Bank that may result from its offer under this RFP. Submission of Offeror’s proposal affirms the understandings set forth in this paragraph.

2.2 Questions and Clarification to the RFP

2.2.1 The Bank’s contact is listed below and all communication with the Bank shall be directed as follows:

Name: Vera Phillips-Ward
Telephone:(202) 623-2112
Facsimile: (202) 623-1693

E-Mail: verap@iadb.org

2.2.2 To facilitate the clarification of requirements, Offerors may submit questions **in writing** at any time **until 2:00pm, January 8, 2021** to Vera Phillips-Ward, e-mail address: verap@iadb.org. Responses to all questions received will be distributed in writing to all Offerors.

2.3 Validity of Proposal

All proposals shall remain valid and open for acceptance for a period of ninety (90) days after date specified for receipt of proposals. On-Site Visit or Presentation

Offerors under consideration may be asked to make oral presentations to clarify and/or amplify their proposal. Presentations will be scheduled at the sole discretion of the Bank.

2.4 Safeguards of Information

2.4.1 All written materials prepared by the selected Offeror during the course of this procurement or under any contract award, as a result of this RFP, shall become the sole and exclusive property of the Bank.

2.4.2 By submitting a Proposal, Offeror represents that the Proposal contains no proprietary or confidential information, unless such information is specifically designated and clearly marked as "Proprietary and Confidential". A general statement claiming confidentiality for an entire Proposal shall not be sufficient. The Bank shall exercise reasonable measures to maintain the confidentiality of such information. Offeror consents to the furnishing of the Offeror's Proposal to the Bank's employees, agents, representatives, consultants and legal counsel who may be involved in this RFP process.

2.4.3 Data in the possession of the Bank may be relevant to this project, and may be made available to the successful Offeror after contract award. Any costs for acquiring other data or analyzing the data will be the responsibility of the successful Offeror.

2.5 Evaluation and Award

2.5.1 Technical and cost factors shall be considered in the Bank's evaluation. Offeror is to provide its best offer, both technically and financially, in its original offering.

- 2.5.2 Proposals shall be evaluated on the basis of Offeror's responses to the criteria set forth in Section 3. Incomplete or inadequate responses, lack of response to an item or items, or misrepresentation in responding to this RFP may result in rejection of an Offeror's proposal. Responses to this RFP are intended to provide the Bank's evaluation team with an understanding of Offeror's capabilities to determine the best overall value for the Bank.
- 2.5.3 Any effort by an Offeror to influence the Bank in the process of examination, clarification, evaluation and comparison of proposals, or in decisions regarding the award of a Contract, may result in the rejection of the Offeror's proposal.
- 2.5.4 After receipt of proposals, information relating to the evaluation process shall not be disclosed to Offerors, or to any persons.
- 2.5.5 The Bank reserves the right to reject any and all proposals for any reason or for no reason without recourse, to request substitution and/or clarification of any information provided, to ask for interviews with the Offeror's management staff and/or to visit the Offeror's site. The Bank does not bind itself in any way to select the Offeror submitting the lowest priced proposal or any other offering.
- 2.5.6 The successful Offeror's Proposal shall be incorporated into the resulting contract.
- 2.6 Term and Termination
- 2.6.1 It is the intent of the Bank to select one successful Offeror and award a contract as soon as practicable after receipt of, and evaluation of, proposals.
- 2.6.2 The Bank reserves the right to terminate any Agreement resulting from this RFP at any time upon written notice, when in the discretion of the Bank, the selected Offeror has failed to maintain appropriate standards of performance as required by the terms of the Agreement or has failed to respond appropriately to a request for modification of such performance, when applicable. The Bank shall further reserve the right to terminate the Agreement at any time, without cause, upon thirty (30) days written notice. In either of such events, equitable payment shall be made for the services satisfactorily rendered up to the date of such termination.

2.7 Supplier Diversity

2.7.1 The Inter-American Development Bank (IDB or Bank) supports diversity in its supplier base. Women owned or led business enterprises are encouraged to participate in its Corporate Procurement processes. The Bank considers a women's business enterprise as one that is:

- 51% or more ownership stake and/or
- A woman top manager (CEO, COO, general manager, president, or equivalent position).

SECTION 3

3.0 PROPOSAL RESPONSE

To ensure that all proposals are evaluated in an equivalent fashion, each Offeror must submit a proposal that corresponds to the sequence and format of this Section. Offeror's responses should be carefully considered, as they are critical to the evaluation process. While the Bank appreciates a concise, straightforward reply, the Offeror must understand that its response to each item below will be the basis for Bank's understanding and evaluation of the proposal response. The Offeror should ensure that its proposal clearly explains all issues addressed in this Section. In responding, it is at the discretion of the Offeror to expand upon topics.

EACH PROPOSAL SHALL CONTAIN THE FOLLOWING RESPONSE SECTIONS:

3.1 Offeror shall provide written certification of the following:

- a. That its organization is not an individual independent contractor holding itself out as a business;
- b. That its organization has more than one customer and that not more than 25% of its total revenue would generally be derived from IDB contracts;
- c. That its organization has the financial capacity to perform if awarded a contract by IDB, as defined herein;
- d. That its organization either has or can obtain insurance providing the coverage limits required by IDB, as required in the **Annex C**, Standard Terms and Conditions of Agreement.

3.2 Firm Background, Expertise and Staff Experience

- a. Offeror is to provide a narrative description of the Offeror's organization, history, mission, structure, and number of staff.
- b. Offeror is to describe experience and expertise (in the last five years) delivering similar services, including relevant experience, if any, in working with Latin-American based organizations, International Financial Institutions and/or Multi-lateral organizations.
- c. Offeror is to provide at least three (3) examples of work demonstrating the Offeror's experience providing similar services as described in **Annex A**, including the following information:
 1. Project name, description of services provided, original project duration, actual project duration, original cost estimate and actual cost.
- d. Offeror is to provide its contact person, phone numbers, and office address that will support this project.

- d. Offeror is to provide resumes of the key staff that would be assigned to this project if it were selected for contract award. The resumes should describe experience with other companies and institutions that directly relates to this project. Include resumes and descriptions of roles and responsibilities of individuals who would interface with the IDB for the work, day-to-day contract administration, service delivery, and material development.

3.3 Proposed Methodology

- a. Offeror is to provide a summary description of its understanding of the Bank's requirements as set forth in this RFP, along with an overall description of how the Offeror will meet the requirements of the Bank, and will meet the timeline.
- b. Offeror is to describe its capability to operate in both Spanish and English, which are working languages of the IDB Group.
- c. Offeror is to provide a representative list of clients for which it has delivered similar specialized services and discuss the lessons learned from those experiences and how they may inform the current proposal.
- d. Offeror is to describe its approach to project management, including the types of meetings and reporting that it would typically provide.
- e. Offeror is to provide a typical project plan and an expected project timeline with key milestones.
- f. Based on nature of these services, offeror is to describe any expectations from Bank which would be needed to prepare and deliver the services as required under this RFP.

3.4 Cost Proposal

NOTE: The Bank is eligible for GSA pricing. If the services proposed are available under a GSA schedule that would offer the most advantageous pricing to the Bank, please so indicate.

- a. Provide the cost for the provision of the services outlined in this RFP. Cost is to be provided in **Annex B, Price Schedule** as a Fixed Fee. Fixed Fee must include all costs, including but not limited to, all labor, materials, labor burdens, taxes, overhead and fees.
- b. Provide proposed payment schedule.

3.5 Exceptions. The Bank's Standard Terms and Conditions of Agreement, which are attached as **Annex C**, will be incorporated into the final

Contract. If Offeror wishes to take exception to any of these terms and conditions, or needs to have any term clarified, it should so indicate in this section. Such items will be discussed during the Contract negotiations and any mutually acceptable modifications will be incorporated into the Contract. Offeror shall note that if the selected institution did not identify exceptions in his proposal, the Terms and Conditions will be incorporated, unchanged, into the contract agreement without opportunity for the selected institution to negotiate.

ANNEX A

TERMS OF REFERENCE

REAL-TIME EVALUATION OF NATIONALLY DETERMINED CONTRIBUTIONS (NDC) PIPELINE ACCELERATOR MULTI-TRUST FUND (ACL)

1. Background and Justification

- 1.1. The NDC Pipeline Accelerator Multi-Trust Fund (ACL) was established in 2017, by the Inter-American Development Bank (IDB) as an instrument to help countries in Latin America and the Caribbean (LAC), deliver their commitments under the Paris Agreement, the United Nations Framework Convention on Climate Change (UNFCCC) 2030 Agenda and 16 Sustainable Development Goals (SDG). The ACL also seeks to support the IDB Group commitment to double, the volume of climate-related financing by 2020. In the context of the NDC Invest platform, the ACL aims to assist LAC's national and subnational entities, public and private, to plan and design investments. In infrastructure, agriculture, land use management, that are aligned with their NDCs, other national climate and sustainable development objectives.
- 1.2. In 2019, the ACL received a new contribution from the Ministry from Foreign Affairs of Sweden, which complemented The Nordic Development ACL (NDF) contribution, as the anchor Donor in 2017, An additional contribution from the Minister for Foreign Trade, a Development Cooperation from the Kingdom of the Netherlands in 2018, as of June 31st, 2020 the total contribution to the ACL increased to US \$18.13 Million. The ACL specifically focuses on: (i) supporting member countries to prepare the necessary investments, to meet their climate and sustainable development objectives; (ii) mobilizing, providing resources to cover additional costs associated with planning, identifying, preparing and managing sustainable projects and (iii) accelerating these sustainable projects through their project cycle until accomplishing financing.
- 1.3. The ACL finances individual Reimbursable Operations and Non-Reimbursable Operations, Technical Cooperations (TC), Contingent Recovery TC Operations, Non-Reimbursable Investment (IGR) and Externally Funded Contractuals (EFC). To ensure the ACL fulfills its objectives, all projects are required to meet the following criteria: (i) Support the identification, preparation of a specific project, pipeline of sustainable projects; (ii) Directly respond to the country's NDC programming discussions, other national climate change plans, priorities including the country's SDG; (iii) Target mobilization of private, public capital towards sustainable projects, aligned with country priorities and (iv) Make a tangible, measurable contribution to climate change objectives by either promoting (a) efforts to address climate vulnerabilities through the incorporation of adaptation or resilience measures and/or (b) efforts to reduce, limit Green House Gas (GHG) emissions or enhance their sequestration.

- 1.4. The ACL has rapidly grown, thanks to a strong demand for its services, with a handful of projects being implemented in LAC. By 2020, the ACL has an overall approved Portfolio of 25 TC projects covering the LAC region. The program has financed interventions, financial instruments contributing to programmed agendas, in strategic topics including electromobility, Public Private Partnerships (PPP), sustainable infrastructure, urban resilience, resilient transportation, nature-based solutions, financing instruments, climate, risk management and green recovery. As July 2020, the ACL has committed¹ over US \$11.68 Million in technical assistance, leveraged a total of US \$687 Million², resulted in access to markets, for at least US \$9.4 Billion³ in the region.
- 1.5. At the Second Steering Committee of the ACL held in June 2020, NDF expressed its initial interest in replenishing the ACL, suggested as a first step, to carry out an independent Real Time Evaluation (RTE) of the ACL. The RTE due to Coronavirus Pandemic (COVID-19) travel restrictions, on the early stage of many projects, will be a desk-review, with virtual meetings, all ACL Donors and the IDB agreed on this proposal.

2. Objectives

- 2.1. The purpose of this RTE is to assess, obtain immediate feedback on the progress made, by the ACL regarding its objectives. The RTE is not an evaluation methodology, what distinguishes these types of evaluations, is the provision of immediate feedback, during the implementation phase of the projects or program, rather than at the conclusion.
- 2.2. The RET will be guided by the evaluation criteria as relevance, efficiency, effectiveness, benefits and sustainability. This approach involves a range of RTE activities, of specific thematic, geographic areas carried out irregularly, which can also be repeated at regular intervals.
- 2.3. The overall objectives of this RTE, are to assess the results of ACL's support, towards its climate and development objectives. The RTE revolves around the lessons learned, from specific demonstration projects supported by the ACL:
 - Conducting a desk review of all ACL supported projects, by analyzing both ACL outcomes and outputs (if applicable). Both Donors, the IDB want to have a clear understanding, of what is working, what has been achieved to date, what is not working or could work better (if any), to make the necessary adjustments, to ensure the success of the ACL.
 - To conduct a series of detailed analysis, from a sample of at least 3 projects, with the objective of exploring, identifying critical success factors, project threats as well as drawing lessons, for replicability and/or future interventions as deemed relevant.

¹ It refers to proposals already approved through IDB approval process.

² five loans from the IDB and three from external CTF / GEF funds (up to Dec 2019)

³ for participation in 4 PPP tenders, the first ACL green sovereign bond issued in Chile and first ACL social bond of Ecuador (up to Dec 2019)

- Provide an analysis based upon the ACL projects, portfolio alignment with countries NDC, to showcase the contribution of the ACL, towards creating new capacities tools, business models, knowledge that enable the region and its countries. Their supporting ecosystems to design, implement relevant projects interventions, to accelerate climate investment opportunities.
- 2.4. It is expected that the ACL, RTE will start at the end of 2020, covering the almost three years period 2017-2020. This RTE is understood as an internal review, performed by an external contractual (the reviewer), the commissioner of the review is the ACL, (IDB acting as its administrator).
 - 2.5. The target group to be evaluated includes a) the implementing partner (IDB), meaning the team in charge of managing the ACL; b) the project team members preparing, executing operations based in Washington DC, as well as IDB's offices located in LAC countries and c) key staff in charge of the contributions to the ACL from Donor nations.

3. Scope of Services

- 3.1. The evaluation shall be objective, transparent, evidence based, use multiple information sources, triangulation⁴ of data to substantiate findings and assessments. The approach shall be standardized into the RTE framework, that allows comparisons over time.
- 3.2. This RTE shall assess the results of ACL's support, against baseline data made available, by existing international best knowledge, evaluations covering multi-donor climate ACLs and activities. The RTE shall build upon the ACL result framework indicator (Annex 1).
- 3.3. The ACL result framework shall be reconstructed covering, to the extent possible the climate and development dynamics. New data both qualitative, quantitative shall be collected where available, to make an update assessment. The evaluation will be of a broader, synthesizing character, a sample of in-depth studies, can be conducted if needed for verification of data.
- 3.4. The focus of this RTE is on the ACL's contributions, to its objective on supporting the LAC region countries, on delivering commitments under the Paris Agreement, the UNFCCC 2030 Agenda, including SDG attention should be directed, towards the ACL's overall portfolio. Its effectiveness on assisting LAC's national, subnational entities, public and private to plan, design investments in infrastructure, agriculture, land-use management that are aligned with their NDCs, other national climate and sustainable development objectives
- 3.5. The methodology, scope should framework the RTE on the effectiveness assessment shall take into consideration aspects like: (i) clarity of the IDB role, ability to leverage its comparative advantage, on the delivery of technical assistance and (ii) degree to which developing countries voice, is effectively reflected in project delivery. The evaluation will cover ongoing, as well as

⁴ Defined as: The use of three or more theories, sources or types of information, or types of analysis to verify and substantiate an assessment. OECD DAC. Glossary of Key Terms in Evaluation and Results Based Management. 2002

concluded activities if applicable, comprising mainly desk studies and virtual interviews.

4. Key Activities

- 4.1. Activity 1: Initial identification Phase. The initial phase will start with the ACL Team meetings, the Climate Change & Sustainability Division (CSD/CCS), the Outreach and Partnerships Department (ORP), stakeholders via virtual meeting, will start with an initial kick off meeting and following interview meetings. The main aim of these meetings will be to define, agree upon a measurable definition, of how ACL considers the mutually supportiveness between, the climate and development goals. This will also provide the baseline for reconstruction, of a Theory of Change for the evaluation. During this phase, the team shall review, relevant baseline data, available evaluations (if applicable), reviews and project documents. The inception report shall include, a suggestion of projects, interventions to be studied in detail, based on selection criteria. The team shall propose a methodology, for the evaluation including, an evaluation framework. A list of information collected to date shall be included, information gaps shall be identified as well as a strategy on how to fill the gaps. This initial report should include, with clear data sources, data collection strategy, data analysis methodology, a realistic work plan, that includes interviews, meetings (including a proposed questionnaire), considering current COVID-19 situation, travel restrictions as well as time frame, for completing the evaluation study.
- 4.2. Activity 2: Final Evaluation Report. A final report shall describe the background context, of the study, the methodology used, summarizing the overall findings, in a narrative format supplemented by tables, figures, charts, etc.⁵ Highlighting the findings, make specific recommendations, it should consider the working activities as (i) the desk review, meetings with ACL Team and Project Team Leaders (TL), (ii) analysis of the collected data, to evaluate the outcomes of the projects and program and (iii), Lessons learned and good practices identified. The executive summary, the final RTE report will make all findings, recommendations clear and easily accessible. The report shall be delivered together, with a Microsoft PowerPoint presentation, that summarizes the key findings and recommendations to the ACL. The final RTE report shall not exceed 50 pages, excluding annexes. The executive summary shall not exceed, one tenth of the length, of the main report, shall function as an independent excerpt, free of references to other parts of the report.
- 4.3. Activity 3: Communication Brief and Dissemination. Based on the executive summary, a communication brief, not exceeding two pages shall be prepared. It shall include the most important findings, conclusions, lessons learned and recommendations. It shall be written in an accessible language, possibly including clarifying examples and be evidence based. This activity should in-

⁵ All datasets, files, and reports will not contain individually identifying information of human subjects.

clude a dissemination meeting, organized by the IDB to share the study findings with its Donors, if it is considered relevant a second meeting will be defined, for other stakeholders and/or partners. This activity should consider in addition to produce one (1), two (2) dissemination products as deliverables, to be used by the ACL to promote or positioning the ACL.

5. Expected Outcome and Deliverables

- 5.1. Initial Report: 35 calendar days after contract signature, submission of initial report at least 10 days, before this date for comments and IDB approval.
- 5.2. Final Report: 70 calendar days after contract signature, submission of draft final report at least 15 days, before this date for comments and IDB approval.
- 5.3. Communication Briefing: 80 calendar days after contract signature with stakeholders.

6. Project Schedule and Milestones

- 6.1. The Consulting Firm (CF) is expected to undertake, a participatory approach to the assignment, to work closely with IDB, the involved project stakeholders, such as implementing Project Team Leaders, other partner institutions, in the design of the study, the data collection instruments and survey interviews.
- 6.2. The IDB role in the study, will be highly active, during the design, implementation phases of the RTE to learn, not only from the conclusions, key findings but also from the process and the methodology applied. All the information, data analysis which will result, from this study should be, completely shared with the IDB, except for information that individually, identifies human subjects. The final products from this assignment are intellectual property of IDB.

7. Reporting Requirements

- 7.1. All reports shall be written in English, in a non-technical, accessible language, with the use of acronyms kept to a minimum. Findings, conclusions must refer to specific, well documented sources, references, shall include an analysis that shows how, why the evidence presented supports the position taken.

8. Acceptance Criteria

- 8.1. Read, spoken, written English and Spanish are a must.
- 8.2. Experience with Multilateral Development Banks systems, processes and previous experience of working in LAC.
- 8.3. At least ten years of experience in cooperation development, including sustainable development, climate finance, evaluating multidoor funded programs and other development efforts.
- 8.4. Extensive knowledge of climate change mitigation, adaptation, finance, strategies, development at international and national level. Knowledge of the LAC region, countries and similar international initiatives under study.

9. Other Requirements

- 9.1. The CF should be contracted for a lump-sum, the detail of the proposed budget should be submitted in USD, in the format normally used by the IDB.
- 9.2. However, it must provide enough detail, to allow cost evaluation, all the assumptions made in developing the budget, must be explicit.
- 9.3. The budget proposal must, at the very least, specify the costs associated, with professional fees of proposed researchers, travel expenses, direct, indirect costs, field research, data analysis and reporting.

10. Supervision and Reporting

- 10.1. The CSD/CCS, the ORP will have the technical responsibility, of the contract execution, approval of products prepared by the CF.
- 10.2. The CF will report directly to Maria Tapia, Sector Lead Specialist in Climate Change, CSD/CCS (mtapia@iadb.org), Jennifer Doherty, Sector Specialist, CSD/CCS (jvdoherty@iadb.org) and Eduardo Jaen, Division Consultant, CSD/CCS (eduardoj@iadb.org) who will provide feedback on deliverables and approve payments.

11. Schedule of Payments

- 11.1. The consultancy is expected to take four (4) months, from the signature of the contract by both parties and the payment will be based on project milestones or deliverables.
- 11.2. The IDB does not expect to make advance payments, under consulting contracts unless, a significant amount of travel is required.
- 11.3. The IDB wishes to receive the most competitive cost proposal, for the services described herein.
- 11.4. The IDB Official Exchange Rate indicated in the RFP, will be applied for necessary conversions to local currency payments.

**ANNEX B
PRICE SCHEDULE**

Part I: Lump Sum - The following Fixed Fee must include all costs, including but not limited to, all labor, materials, labor burdens, taxes, overhead and fees:

Services	Unit of Measure	Cost
Consulting Services	Lump Sum	\$ _____
	Total	\$ _____

Part II: Price Breakdown - Provide an itemized accounting that captures the costs used to establish the Fixed Fee. All costs should be included in the Lump Sum Cost above. Use additional pages if needed.

Description	Itemized Costs
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

ANNEX C
INTER-AMERICAN DEVELOPMENT BANK
STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. WORK

“Work” is defined as the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the seller (“Supplier”) in accordance with the terms of the contract or purchase order (“Agreement”) with the Inter-American Development Bank (“Bank”).

2. RELATIONSHIP OF PARTIES

Nothing contained in the entire Agreement shall be construed as the establishment or creation of a relationship of employer and employee between the Supplier and the Bank, it being agreed that the position of the Supplier and anyone else performing any of the Work hereunder is that of an independent contractor. The employees of Supplier engaged in performing Work hereunder are employees of Supplier for all purposes and will under no circumstances be deemed to be employees of the Bank.

3. SUB-CONTRACTING

Supplier may not subcontract any of the Work hereunder without the prior written approval of the Bank. If sub-contracting is approved by the Bank, Supplier shall properly direct and control its sub-contractors and shall have full responsibility for all Work, whether performed by Supplier or its sub-contractors. Supplier shall ensure that any and all sub-contractors shall be bound to the terms and conditions of this Agreement.

4. TAXES and IMMUNITIES

4.1. The Bank is exempt by law from payment or collection of all taxes. The Bank shall provide the Supplier with tax exemption certificates as evidence of exemption from payment of sales and use taxes as may be required. The Supplier shall inform the Bank if any taxing authority refuses to recognize the Bank’s proof of its exemption from taxation. The Bank’s exemption from taxation does not extend to any taxes Supplier must contribute or withhold on behalf of its officers, agents or employees, including but not limited to, payroll and social security taxes or to any sales or other taxes Supplier may incur.

4.2.Nothing in this Agreement shall operate to restrict, limit or defeat any rights, privileges or immunities granted to the Bank or Bank personnel under any treaty or domestic or international law. Supplier shall promptly inform the Bank, in cases where public authorities or private concerns refuse to recognize the Bank's privileges and immunities accorded by its constituent Treaty or local legislation so that the Bank can take the actions it deems appropriate to protect such privileges and immunities. Nothing herein shall preclude the Bank from taking whatever actions are necessary to prevent immediate, irreparable harm to its privileges and immunities.

5. CONFIDENTIALITY

5.1.The Supplier and its employees or agents are aware that in discharging their obligations pursuant to this Agreement, they may have access to privileged, confidential and/or proprietary information of the Bank or of another but in possession of the Bank including without limitation the Bank's financial, statistical, marketing, business and personnel information, projections, plans, forecasts, reports, service capabilities or any other data or information collected and gathered in the provision of the Work and relating to the Bank's business and any information whether written or oral identified as confidential by the Bank, is confidential information of the Bank ("Confidential Information"). Under no circumstances, except with the Bank's express written permission, shall Supplier and its employees or its agents copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose to any person or organization, in any manner or form, now or after the expiration of the Agreement, such Confidential Information or any part thereof.

5.2.Upon request by the Bank or upon completion of the Work, Supplier will immediately return to the Bank at Supplier's expense all Confidential Information of the Bank and any other Bank documents or data and all copies thereof.

6. RIGHTS IN INTELLECTUAL PROPERTY

All reports, studies, plans, drawings, source code, technical data, specifications, deliverables and any other material prepared by or worked upon by Supplier exclusively for the Bank under this Agreement are the sole and exclusive property of the Bank and as such the Bank has exclusive title, rights and interest in all such material including the right of dissemination, reproduction and publication. All such material shall be considered Confidential Information of the Bank.

7. WARRANTIES

7.1. Supplier represents and warrants that it is experienced in and familiar with all aspects of the Work to be provided under the terms of this Agreement. If any Work has been commenced or performed prior to the issuance of this Purchase Order Agreement, such Work shall be subject to the terms and conditions of this Agreement.

7.2. Supplier represents and warrants that each of its employees or agents performing Work under this Agreement shall abide by the confidentiality obligations established herein and in addition Supplier represents and warrants as part of its employment or contracting process that all of its employees or agents having access to Confidential Information will be advised of their obligation hereunder with respect to the Bank's Confidential Information. In addition, the Bank may request Supplier to sign a Non-Disclosure Agreement prior to performance of any Work under this Agreement.

7.3. Supplier represents and warrants that it is properly licensed, qualified, equipped, organized and financially able to perform the Work in accordance with all applicable laws, ordinances, codes and regulations.

7.4. Supplier represents and warrants it has the full legal right and corporate power and authority to enter into and perform all its obligations under this Agreement.

7.5. Supplier represents and warrants that the personnel used in the performance of the Work hereunder will have the qualifications, skills and experience necessary to perform the Work and will have the work record as represented to the Bank.

7.6. Supplier warrants that any product, equipment, software, methodology, design, device, material, process, report, trademark, documentation or information provided to the Bank or used in connection therewith does not violate or infringe upon any patent, copyright, trade secret or other proprietary right of any third party and hereby indemnifies and holds the Bank, its officers, agents and employees harmless for any losses, damages, liabilities, causes of action, judgments, costs, or expenses, including attorneys' fees, which may result from the breach or alleged breach of this warranty.

7.7. At no additional cost to the Bank, Supplier agrees to replace any infringing part and to provide any service necessary to maintain the level of performance thereof, provided, however, that upon notice of an infringement or alleged infringement, the Bank shall have the right to terminate this Agreement upon written notification to Supplier.

7.8. Supplier represents and warrants that it, and, to the best of its knowledge, its controlling shareholders, officers, and those of its agents and personnel involved in the performance of the Work, as well as its parent, subsidiaries, and those of its subcontractors involved in the performance of the Work, (i) are not currently suspended or debarred from doing business with the Bank or any other International Financial

Institution⁶; and (ii) are not prohibited from receiving payments from a Bank member country in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Supplier further acknowledges and agrees that it is subject to the Bank's Sanctions Procedures.⁷

7.9. Supplier represents and warrants that it has disclosed to the Bank whether it has, at any time during the previous five (5) years, been subject to suspension or debarment, as a result of having engaged in Prohibited Practices or practices similar thereto, by (i) the Bank; and/or (ii) any other International Financial Institution or national authority. Supplier represents and warrants that it has not engaged in, nor will it engage in, Prohibited Practices during the selection process, award, negotiation of execution of the Work, that it will report to the Bank any suspected Prohibited Practices of which it has knowledge or of which it becomes aware, and that it will assist the Bank in investigating allegations and uncovering evidence of Prohibited Practices related to Bank-financed activities.⁸

7.10. Supplier represents and warrants that it has disclosed to the Bank if it has been associated or involved in any way, directly or indirectly, with the preparation of the Terms of Reference or any other documents used by the Bank and its personnel in connection with the award of the Work.

7.11. During the term of this Agreement, Supplier shall adhere to all laws and regulations applicable to Supplier regarding anti-money laundering and countering the financing of terrorism. Should the Bank determine, in its sole discretion, that Supplier's name (or the name of any of Supplier's officers, directors, controlling parties and/or beneficial owners or of any payee designated by the Supplier) appears, or that there is evidence that such name appears, on any internationally-recognized sanctions list⁹, the Bank shall have the right to immediately suspend payment of any amounts due hereunder. Such suspension of payment shall remain in effect until such time as the Bank concludes, in its sole discretion, that Supplier's name (or the name

⁶ "International Financial Institutions" refers to financial institutions that have been established and are owned by the national governments of two or more countries (e.g., World Bank Group institutions, International Monetary Fund, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development).

⁷ The Bank has adopted Sanctions Procedures to adjudicate cases of Prohibited Practices (available at the following link: <http://www.iadb.org/document.cfm?id=EZSHARE-1138756496-277>). If the Bank determines that a Prohibited Practice has occurred, it may take appropriate action in accordance with the Sanctions Procedures. The term "Prohibited Practice" is defined in the Sanctions Procedures.

⁸ The Bank requires that Supplier, its controlling shareholders, officers, and those of its agents and personnel involved in the performance of the Work, as well as its parent, subsidiaries, and those of its sub-contractors involved in the performance of the Work, adhere to the highest ethical standards and do not engage in Prohibited Practices.

The Bank has established mechanisms to report allegations of Prohibited Practices, which may be presented confidentially or anonymously. Allegations may be submitted to the Bank's Office of Institutional Integrity (OI) through the channels referred to in the Bank's integrity web page (<http://www.iadb.org/integrity>).

⁹ The term "internationally-recognized sanctions list" refers to any list included in the Bank's Anti-Money Laundering/Combating the Terrorism of Finance Framework, as a may be updated from time to time, and which framework is available at www.iadb.org.

of any of Supplier's officers, directors, controlling parties and/or beneficial owners) does not actually appear on the relevant sanctions list or that the risks presented by such listing are adequately mitigated.

8. PERSONNEL OF SUPPLIER

8.1 Supplier shall supervise the performance of the Work to ensure compliance with the Agreement including all specifications and schedules.

8.2 If requested by the Bank, Supplier shall submit qualifications of key personnel to perform Work under this Agreement and such qualifications shall be reviewed by the Bank prior to assignment or commencement of any Work under this Agreement. Personnel with satisfactory qualifications for the Work shall be assigned for the duration of this Agreement as required.

8.3 Supplier agrees to assume full responsibility for any and all liability to its employees on account of injury, disability, and death resulting from, or sustained by, said employees in the performance of the Work defined herein.

8.4 At the Bank's request, Supplier shall remove its personnel due to nonperformance or workplace conflicts while performing Work and shall upon the Bank's request make all reasonable efforts to assign new personnel for performance of the Work. In addition, if during this Agreement Supplier at its own initiative removes or substitutes key personnel assigned to the Bank, Supplier shall assume the cost of 5 working days to bring such newly assigned personnel to a productive status.

8.5 Supplier agrees to use commercially reasonable efforts to ensure that all key and/or onsite personnel performing Work under this Agreement are not relatives¹⁰ of an active Bank employee or subject to any work restrictions by virtue of his/her former employment with the Bank. If it becomes known that any of Supplier's key and/or onsite personnel performing the Work is a relative of a Bank employee, Supplier shall promptly replace such personnel with one having equivalent skills at no additional cost to the Bank.

9. PERFORMANCE STANDARDS

Supplier shall perform the Work hereunder with care, skill and diligence in accordance with the standards of professional skill and care common to the profession. Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Work performed under this Agreement.

¹⁰ A "relative" is any spouse, Bank-registered domestic partner, mother, father, brother, sister, child, uncle, aunt, nephew, niece, (son-daughter-brother-sister) in law, grandparent, grandchild, first cousin, step- (parent-children-brother-sister), (parent or grandparent)-in law, and spouses of brothers-in-law or sisters-in-law, great (grandchild –uncle-aunt-nephew-niece-grandparent)

Supplier shall hold the Bank's interest paramount and not engage in any activity that, by its nature, may conflict with the scope of the Work. Without limiting the foregoing, Supplier agrees: (a) not to accept for its own benefit any trade commission, discount or similar payment in connection with the Work; (b) when the Work entails advising the Bank on the procurement of goods, works or services, to exercise such responsibility in the best interest of the Bank and to apply any discount or commission obtained in relation therewith for the benefit of the Bank; and (c) to disclose any situation of actual or potential conflict impacting its capacity to serve the best interest of the Bank, or that may reasonably be perceived as having such effect.

10. ACCESS TO INSPECTION OF WORK AND AUDIT

10.1. The Bank shall at all times have access to the Work being performed under this Agreement wherever it may be in progress or preparation. The Bank shall have the right to comment at any time on Supplier's performance and to request modifications in performance and in preparation of the Work within the scope of this Agreement. Supplier shall keep and maintain accurate accounts and records with respect to the services hereunder, in accordance with internationally accepted accounting principles, and in such form and detail as will clearly identify all relevant charges and costs and the bases thereof. Supplier shall permit the Bank or its designated representative to periodically inspect and audit all relevant accounts and records, including pursuant to section 7.10 of this Agreement. Supplier shall preserve all accounts and records relating to this Agreement for a period of seven (7) years after final payment under this Agreement.

10.2. Supplier hereby acknowledges and agrees that, in the event the Work hereunder requires access by Supplier and/or any of its employees or sub-contractors to internal Bank systems through real-time computer connections, Supplier will obtain the written approval of the Bank's Information Technology Department before initiating any such connections. In addition, Supplier understands and agrees that the Bank has the right to audit the security measures in effect on any of Supplier's connected systems at any time without prior notice and to immediately terminate any network connection with any Supplier system that is deemed by the Bank to have insufficient security measures in effect.

10.3. For multi-year service contracts with a total contract value in excess of \$500,000, the Supplier shall annually provide to the Bank's authorized representative, as set forth in Article 16, "Notices," a copy of its audited financial statements for the previous fiscal year. Such financial statements shall be provided no later than ninety (90) days following the close of Supplier's fiscal year. Upon reviewing such audited financial statements, the Bank reserves the right, if it deems it necessary, to require additional financial information.¹¹

¹¹ The execution of this clause shall be the responsibility of Corporate Procurement.

11. ARBITRATION

If any dispute shall arise between the Supplier and the Bank as to the performance or interpretation of this Agreement or any matter or thing in connection therewith which cannot be settled by amicable agreement, then, upon either party's giving Notice of the difference or dispute to the other in accordance with article 16 herein, the same shall be referred to arbitration and final determination by a single arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. The arbitrator shall have legal counsel if so desired or if one of the parties so requests. The expenses of any arbitration proceeding shall be borne equally by the Supplier and the Bank.

12. JURISDICTION AND GOVERNING LAW

All questions, matters or disputes including but not limited to questions of interpretation, construction, validity and performance arising from this Agreement or any part thereof shall be governed by the laws of the District of Columbia, except that nothing in this clause or this Agreement shall operate to restrict, limit or defeat any rights, privileges or immunities granted to the Bank or Bank personnel under any treaty or domestic or international law.

The United States District Court for the District of Columbia shall have jurisdiction in connection with this Agreement exclusively for the following legal actions: 1) to compel arbitration by a party that refuses to submit to arbitration after receiving notice from the other party pursuant to Article 16 herein; 2) to enforce an arbitration award issued by the arbitrators following the arbitration clause; 3) to decide if the arbitrators exceeded their authority by addressing issues not raised or issues not pertinent to the arbitration; and/or 4) to determine whether proper procedures were followed during arbitration. The United States District Court for the District of Columbia shall have no jurisdiction to review or decide on the matter under arbitration.

13. ADVERTISING OF AWARD

Supplier shall obtain the prior and express written consent of the Bank before using the Bank's name for any purpose.

14. INDEMNIFICATION

Supplier agrees to defend, indemnify, and hold the Bank, its officers, employees, agents, and invitees harmless from and against all claims, liabilities, causes of action, judgments, damages, costs and expenses, including but not limited to reasonable

attorneys' fees, each and all of them may sustain by reason of damage or injury to the extent caused by Supplier, its officers, agents and/or employees either by wrongful or negligent act or omission, including, but not limited to any unauthorized use or disclosure of confidential or proprietary information of the Bank or of another but in possession of the Bank or improper or defective Work. Supplier further agrees to defend, indemnify and hold the Bank, its officers, employees and agents harmless from and against any employment-related claims made by personnel engaged to perform Work hereunder but only to the extent the employment related claim is caused by Supplier.

15. INSURANCE

15.1. Supplier shall be responsible for maintaining the following insurance coverage:

- Worker's Compensation Insurance as required by law and Employer's Liability with a minimum limit of \$1 million dollars.
- Professional Liability Insurance with limits of not less than \$1,000,000/per occurrence;
- Comprehensive Automobile Liability Insurance and automobile contractual liability coverage for owned, hired and non-owned autos with a combined single limit for each accident of not less than \$1,000,000.
- Commercial General Liability Insurance with primary limits of \$2 million dollars and an annual aggregate of \$5 million dollars and the policy shall be indorsed to include: Subcontractors, Products, Completed Operations and Contractual liability.

15.2. With the exception of Worker's Compensation and Professional Liability Insurance, if Supplier shall be on the Bank's premises at any time in the performance of Work, the Bank shall be named as an additional insured and such certificates of insurance shall be provided to the Bank prior to commencement of any Work. Such certificates shall be faxed to 202-623-1693, Attention: Corporate Procurement and Contracts Section.

15.3. Supplier, its officers, employees and agents understand that the Bank is not responsible for life, health, and accident insurance for Supplier's employees or agents. Supplier, its officers, employees and agents understand that the Bank is not responsible for any personal property they may bring into the Bank's premises, agree to look to their own insurance policies for any coverage in case of damage, disappearance or destruction of such property, waive any right of subrogation and shall hold the Bank harmless from and against any liabilities, claims, damages, judgments, costs or expenses they or their insurer may have against the Bank in connection with such property damage, disappearance or destruction.

15.4. Nothing in any other provision of the entire Agreement between Supplier and the Bank shall be interpreted as diminishing legal responsibility as specified in Articles 7, 14 and 15.

16. NOTICES

Any notice or request required to be given or made under this Agreement shall have been duly made or given when delivered by hand or by certified mail to the party addressed as follows:

INTER-AMERICAN DEVELOPMENT BANK
1300 New York Avenue, NW
Washington, D.C. 20577
Attention: Chief, Procurement and Contracts

Supplier: TBD

17. MODIFICATIONS, EXTRAS AND AMENDMENTS

All amendments and/or purchase order revisions for modifications, additions, or deletions to this Agreement shall be in writing and Supplier shall provide a written proposal for such contemplated change. Such change shall not be effective until accepted in by the Corporate Procurement and Contracts Section of the Bank (ACP/PRC). In the event Supplier effects any changes at the direction of any Bank personnel other than ACP/PRC personnel, such changes shall be deemed to have been made without proper authority and no adjustment will be made in the Agreement to cover any increase in costs incurred as a result thereof.

18. ELECTRONIC SIGNATURE

This Agreement may be electronically signed. Any electronic signature on this Agreement, or any purchase order, amendment, notice or other document under this Agreement, shall be deemed an original handwritten signature for purposes of validity and enforceability. Either party may withdraw its consent to receive electronically signed documents under this Agreement at any time by notifying the other party.

19. TERMINATION

The Bank may terminate this Agreement in whole or in part for its convenience upon five (5) days written notice to Supplier of its intent to terminate and shall pay Supplier for Work satisfactorily performed up to the date of such termination. Furthermore, the Bank may terminate this Agreement, by giving written notice to Supplier, immediately at any time if: 1) By reason of strike, war, riots, national emergency, natural catastrophe, or Acts of God, performance by the Supplier of its

obligations hereunder is substantially impaired for a prolonged period of time, 2) Supplier files a petition under a bankruptcy act, is adjudicated bankrupt, or has a receiver appointed for its business; 3) Supplier makes assignment of or subcontracts any of its obligations or rights under this Agreement without the Bank's prior written consent; or 4) Supplier makes assignment of any shipped goods for the benefit of creditors; 5) Supplier fails to correct any breach of contract within ten (10) days after receipt of written notice of such breach by the Bank; 6) Supplier and the Bank fail to reach mutual agreement regarding any modification contemplated to this Agreement; 7) Supplier has failed to maintain appropriate standards of performance as required by the terms of this Agreement and has failed to respond appropriately to a request for modification of such performance; 8) Supplier's ability to perform is diminished due to unforeseen events; and 9) in accordance with the Bank's Sanctions Procedures, if evidence that Supplier has engaged in any Prohibited Practices is found by the Bank.

20. PAYMENT

Supplier shall be paid upon submission of a properly documented invoice which properly reflects the rates/costs stipulated herein for products or services delivered and accepted by the Bank in accordance with the terms of this Agreement. Supplier shall provide detailed supporting information upon the Bank's request to substantiate any charge or clarify any invoice.

21. REPORTING

Supplier and the Bank shall mutually agree to the frequency of meetings and reports required to monitor and track the activities of this Agreement; however, it shall be Supplier's responsibility for ensuring that such meetings are conducted and such reports are submitted to the Bank.

22. ASSIGNMENT

Neither party shall assign this Agreement in whole or in part, or any of its responsibilities and obligations hereunder, without the prior written consent of the other party.

23. SEVERABILITY

If any provision of this Agreement is declared invalid by an arbitrator or any court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall remain in full force and effect.

24. NO WAIVER

Except as otherwise specifically provided in this Agreement, a waiver by either Party of any breach of any provision of this Agreement, or either Party's decision not to invoke or enforce any right under this Agreement, will not be deemed a waiver of any right or subsequent breach, and all provisions of this Agreement will remain in force.

25. NON-EXCLUSIVITY

Nothing in this Agreement will be construed to restrict the Bank's soliciting, purchasing or performing work similar or identical to the Work being performed by Supplier.

26. ORDER OF PRECEDENCE

In the event of conflict among any terms and conditions of the Agreement, the provisions contained in these Standard Terms and Conditions of Agreement shall govern.

27. INTEGRATION

The terms and conditions of this Agreement including any attachments incorporated herein and attached hereto, embody the whole of the Agreement. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

