

REQUEST FOR PROPOSALS

**RFP/ACS/USAID/QCBS/01-2014**

**Inversión Estratégica de Honduras  
(INVEST-H)**

**On Behalf of:  
THE GOVERNMENT OF HONDURAS**

**Procurement of Consultant Services**

**Implementation of  
“Alianza para el Corredor Seco” Activity  
(ACS-USAID)**

**Date: September 2014**

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## **Letter of Invitation for Proposals**

**Consultants for:**  
**Implementation of “Alianza para el Corredor Seco” Activity**  
**ACS-USAID**  
**RFP: ACS/QCBS/01-2014**

The Government of Honduras (the “Government” or “GOH”) through Inversión Estratégica de Honduras (INVEST-H) and the United States Agency for International Development (USAID) have signed an Implementation Letter (IL No. 007) issued under the Assistance Agreement #522-0470, to achieve high-level Feed the Future Initiative goals through the implementation of an integrated package of technologies and services that includes, but is not limited to: providing technical assistance and training on good agriculture and management practices; facilitating rural financial services; linking farmers to markets; providing training to families on nutrition and health care practices; upgrading sanitary conditions of homes; and adapting to climate change effects, in order to address food insecurity and malnutrition in the Dry Corridor of Honduras.

The Alianza para el Corredor Seco (ACS) USAID zone of influence (ZOI) includes several municipalities; primarily the southern region of the departments of La Paz, Intibucá, and Lempira. The Government, acting through INVEST-H, intends to apply a portion of the ACS-USAID funding to eligible payments under a contract, for which this Request for Proposals is issued. Any payments made under the proposed contract will be subject, in all respects, to the terms and conditions of the IL No. 007 and related documents, including restrictions on the use of USAID funding and conditions to the disbursements of USAID funding (Supplementary Standard Provisions).

Within the Alianza para el Corredor Seco (ACS), USAID will fund an Activity that will move families out of poverty and reduce stunting of children in the ACS-USAID ZOI. INVEST-H now invites entities to provide the consultant services referenced above (“Proposals”). More details on these consultant services are provided in the Terms of Reference (ToR).

The Request for Proposal (RFP) is open to all eligible Consultants who wish to respond. Consultants may associate<sup>1</sup> with other entities constituting a joint venture or in a

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<sup>1</sup> In accordance to the terms of the RFP

sub-consultancy agreement to complement their respective areas of expertise to enhance their capacity to successfully carry out the assignment.

A Consultant will be selected under the Quality and Cost-Based Selection method (QCBS); the evaluation procedure is described in the RFP. Consultants interested in submitting a Proposal shall send an e-mail, giving full contact details to the General Director of INVEST-H.

E-mail: [acsusaidconsultant@mcahonduras.hn](mailto:acsusaidconsultant@mcahonduras.hn)

The closing time for receipt of Proposals is **October 10, 2014 at 10:00 a.m.** local time in Honduras. Proposals received after this time and date shall not be considered and will be returned unopened. Consultants should be aware that distance and customs formalities might require longer than expected delivery time.

Best regards,

**General Director  
INVEST-Honduras**

## Section 1. Instructions to Consultants

### Definitions

- (a) “Associate” means any entity with whom the Consultant associates in order to provide any part of the Services.
- (b) “Implementation Letter (IL)” It provides the terms, conditions and procedures, and establishes the mutual agreement between the Government of Honduras (“GOH”), represented by the Ministry of Finance (“MOF”), the Millennium Challenge Account – Honduras (“MCA-H”), and the Ministry of Agriculture and Livestock (“SAG”), and the U.S. Agency for International Development (“USAID”) (each a “Party” and collectively, the “Parties”), concerning the USAID/Alliance for the Dry Corridor Activity (ACS-USAID, the “Activity”) to be implemented by the Millennium Challenge Account – Honduras (MCA-H is referred to under this IL as the “Grantee”), including the detailed scope of the Activity, and the detailed actions to be taken by each Party for the implementation of the Activity
- (c) “Confirmation” means confirmation in writing.
- (d) “Consultant” means any entity that may provide or provides the Services to INVEST-H under the Contract.
- (e) “Contract” means the contract proposed to be entered into between INVEST-H and the Consultant, including all attachments, appendices, and all documents incorporated by reference therein, a form of which is included in Section 5 of this RFP.
- (f) “Day” means a calendar day.
- (g) “FBS” means Fixed Budget Selection method.
- (h) “Financial Proposal” has the meaning given the term in ITC Sub-Clause 3.6.
- (i) “Fraud and Corruption” means any of those actions defined in the GCC (including the phrases “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” and “prohibited practice” as defined in GCC Sub-Clause 1.1, according to which action may be taken against the Consultant, Personnel or INVEST-H personnel.
- (j) “GCC” means the General Conditions of Contract.
- (k) “Government” or “GOH” means the Government of Honduras.
- (l) “Instructions to Consultants” or “ITC” means Section 1 of this RFP, including any amendments, which provides Consultants with all information needed to prepare their



Proposals.

- (m) "In writing" means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt.
- (n) "Key Personnel" means the key professional personnel nominated pursuant to ITC Sub-Clause 3.4(d).
- (o) "LCS" means Least Cost Selection method.
- (p) "INVEST-H" means Inversión Estratégica de Honduras, the party with which the selected Consultant signs the Contract for the provision of the Services.
- (q) "USAID" means U.S. Agency for International Development.
- (r) "PDS" means the Proposal Data Sheet, in Section 2 of this RFP, used to reflect specific country and assignment conditions.
- (s) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultants, or associates that are assigned to perform the Services or any part thereof.
- (t) "Pre-Proposal Meeting" means the pre-proposal meeting specified in the **PDS**, if any.
- (u) "Proposal" means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.
- (v) "QBS" means Quality-Based Selection method.
- (w) "QCBS" means Quality and Cost-Based Selection method.
- (x) "RFP" means this Request for Proposals, including any amendments that may be made, prepared by INVEST-H for the selection of the Consultant.
- (y) "SCC" means the Special Conditions of Contract.
- (z) "Services" means the tasks to be performed by the Consultant pursuant to the Contract.
- (aa) "Sub-Consultant" means any with whom the Consultant subcontracts any part of the Services.
- (bb) "TEP" means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.
- (cc) "Technical Proposal" has the meaning given the term in ITC Sub-Clause 3.4.
- (dd) "Terms of Reference" or "TOR" means the document included in this RFP as Section 6, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of INVEST-H and the Consultant,

and expected results and deliverables of the assignment.

- (ee) “Alianza para el Corredor Seco Zone of Influence” or “ACS ZOI” includes the Departments of Copán, Ocotepeque, Santa Bárbara, Lempira, Intibucá, La Paz, Francisco Morazán, Choluteca, Valle and El Paraíso.
- (ff) “Alianza para el Corredor Seco- USAID Zone of Influence” or “ACS-USAID ZOI” includes the Departments of Lempira, Intibucá and La Paz.

## 1. Introduction

- 1.1. INVEST-H will select a Consultant in accordance with the selection method specified in the **PDS**.
- 1.2. Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
- 1.3. Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as specified in the PDS. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.4. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit INVEST-H before submitting a Proposal and to attend a Pre-Proposal Meeting if one is specified in the PDS. Attending any Pre-Proposal Meeting is strongly advised, but not mandatory. Attending any Pre-Proposal Meeting and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.
- 1.5. INVEST-H will timely provide, at no cost to the Consultant, the inputs and facilities specified in the PDS, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant Activity data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the PDS.

1.6. Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation.

1.7. INVEST-H is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to any Consultant.

#### Conflict of Interest

1.8 INVEST-H requires that Consultants provide professional, objective, and impartial advice and at all times hold INVEST-H's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.

1.8.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:

#### Conflicting Activities

(a) A Consultant that has been engaged by INVEST-H to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

#### Conflicting Assignments

(b) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for INVEST-H or for another client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare

Conflicting  
Relationships

an independent environmental assessment for the same project, and a Consultant assisting a client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question.

- (c) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) that have a business or family relationship with a member of INVEST-H's board of directors or INVEST-H staff, hired by INVEST-H who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to throughout the selection process and the execution of the Contract.

1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of INVEST-H, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the Contract.

1.8.3 No member of INVEST-H's board of directors or current employees of INVEST-H shall work as, or on behalf of, any Consultant.

1.8.4 No current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies.

1.8.5 If a Consultant nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. The Consultant as part of its Technical Proposal shall provide such certification to INVEST-H.

1.8.6 In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-Clauses

## Section 1: Instructions to Consultants

1.8.3 – 1.8.5, who may have left INVEST-H within a period of less than twelve (12) months of the date of this RFP, it must obtain a “no-objection” from INVEST-H for the inclusion of such a person, prior to the Consultant’s submission of its Proposal.

### Unfair Advantage

1.8.7 If a Consultant could derive, a competitive advantage from having provided consulting services related to the assignment in question, INVEST-H should make available to all Consultants, together with this RFP, all information that would in that respect, give such Consultant, any competitive advantage over competing Consultants.

### Supplementary Standard Provisions

1.9 Consultants (including their associates, if any), their Sub-Consultants and Personnel, must comply with the provisions that are set forth in Appendix F (Section 5 Contract Forms) Supplementary Standard Provisions applicable to the ACS-USAID Activity

### Commissions and Gratuities

1.10 A Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this RFP or its Proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4B).

### Origin of Goods and Consulting Services

1.11 Goods supplied and consulting services provided under the Contract may originate from any country subject to the same restrictions specified for Consultants (including their associates, if any), their Personnel and Sub-Consultants set forth in ITC Sub-Clause 1.9.

### Only one Proposal

1.12 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Proposal.

### Proposal Validity

1.13 The PDS indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professional Personnel nominated in the Proposal. INVEST-H will make its best effort to complete negotiations within this period. Should the need arise; however, INVEST-H may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the

Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

Source of Funds; IL  
Terms and Conditions

1.14 USAID and the Government have entered into an Agreement to address food insecurity and malnutrition in the Dry Corridor of Honduras, which includes several municipalities primarily in the southern region of the departments of La Paz, Intibucá, and Lempira. The Government, acting through INVEST-H, intends to apply a portion of the proceeds of USAID Funding to eligible payments under the Contract. Payments under the Contract will be subject, in all respects, to the terms and conditions of the IL and related documents, including restrictions on the use of USAID Funding and conditions to disbursements. No party other than the Government and the INVEST-H shall derive any rights from the IL or have any claim to the proceeds of USAID Funding. The IL and its related documents are available at [www.mcahonduras.hn](http://www.mcahonduras.hn).

2 Clarification and  
Amendment of RFP  
Document

2.1 Consultants may request a clarification of the RFP documents up to the number of days indicated in the **PDS** before the Proposal submission date. Any request for clarification must be sent in writing or by email or fax to INVEST-H at the address indicated in the **PDS**. INVEST-H will respond in writing or by email or fax and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all Consultants.

2.2 Should INVEST-H deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC Sub-Clause 2.4.

2.3 At any time prior to the deadline for submission of Proposals, INVEST-H may, for any reason and at its sole discretion, amend the RFP by issuing an amendment following the procedure under ITC Sub-Clause 2.4.

2.4 Any amendment issued under ITC Sub-Clauses 2.2 or 2.3 shall (a) become a part of the RFP and (b) be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from INVEST-H, as the case may be.

2.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals,

INVEST-H may, at its discretion, extend the deadline for the submission of Proposals

3 Preparation of Proposals

3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and INVEST-H, shall be written in English.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) In the case where there has been no short listing of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

In the case where there has been short listing of Consultants, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultant(s) if so indicated in the **PDS**. A shortlisted Consultant must first obtain the approval of INVEST-H if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- (b) The estimated number of person-months for Key Personnel envisaged to execute the assignment may be shown in the **PDS**. However, the evaluation of the Proposal shall be based on the number of person-months estimated by the Consultant.

For fixed-budget-based assignments, the available budget is given in the **PDS**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- (c) Alternative Key Personnel shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position indicated in the TOR.

Technical Proposal  
Format and Content

3.4 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section 4A (the “Technical Proposal”). A page is considered to be one printed side of A4 or US letter-size paper. Proposals may be printed double sided.

- (a) Information on the Consultant’s financial capacity is required (Form TECH-2 of Section 4A). A brief description of the Consultants’ organization and an outline of recent experience of the Consultant and of each associates, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section 4A). For each assignment, the outline should indicate the names of associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by INVEST-H. References of the Consultant are also required (Form TECH-5 of Section 4A).
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by INVEST-H (Form TECH-7 of Section 4A).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided (Form TECH-6 of Section 4A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section 4A) which will show in the form of a bar



chart the timing proposed for each activity.

- (d) The list of the proposed Key Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-8 of Section 4A).
- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section 4A). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.
- (f) CVs of the Key Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section 4A).
- (g) A detailed description of the proposed methodology and staffing for training, if the **PDS** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information other than the required information in Form TECH-2. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.

#### Financial Proposals

3.6 The Consultant's financial proposal shall be prepared using the forms provided in Section 4B (the "Financial Proposal"). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants' home office) and travel expenses, if indicated in the PDS. All activities and items described in the Technical Proposal shall be assumed included in the price offered in the Financial Proposal.

#### Taxes

3.7 Except as may be legally exempt, a Consultant (including its associates, if any), Sub-Consultants, and their respective Personnel shall be subject to certain Taxes under applicable law (now or hereafter in effect). The Consultant, (including its associates, if any), Sub-Consultants and their respective Personnel shall pay all such Taxes. In the event that any Taxes are imposed on the Consultant, its associates, Sub-Consultants, or their respective Personnel, the Contract price shall not be adjusted to account for such Taxes. INVEST-H shall have no obligation to pay or compensate the Consultant, its associates, Sub-Consultants, or their respective Personnel for any Taxes.

#### Currencies

3.8 Consultants must submit their Financial Proposals in the

currency or currencies specified in the PDS.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment should be listed in the Financial Proposal Form FIN-1 of Section 4B.

4 Submission, Receipt,  
and Opening of  
Proposals

4.1 The following applies to the “Original” of the Technical Proposal, and of the Financial Proposal. The “Original” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “Original”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1).

4.2 If required in the PDS, the authorized representative of the Consultant signing the “Originals” of the Technical and of the Financial Proposal shall provide within the Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “Originals” on behalf of the Consultant, and its associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked “Original”.

4.3 Copies of the Technical Proposal and the Financial Proposal shall be made, in the number stated in the PDS, and each shall be clearly marked “Copy”. It is preferred that all copies required should be made by photocopying the “Original” as appropriate. However, the Consultant should note that if copies are made by any other means and discrepancies are found between the original and any of the copies of the relevant documents, then the “Original” shall govern.

4.4 “Original” and each “Copy” of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked “Technical Proposal”. Similarly, the “Original” and each “Copy” of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked “Financial Proposal”.

Each envelope/parcel shall bear the name and address of INVEST-H as stated in the PDS (ITC Sub-Clause 4.4), the name and address of the Consultant (in case they have to be returned unopened, and the Name of the Assignment as stated in the PDS (ITC Sub-Clause 1.3).

In addition, the envelope/parcel containing the original and copies of the Financial Proposal shall be marked with a warning “Do Not Open With the Technical Proposal.” If the Financial Proposal is not submitted in, a separate sealed envelope/parcel duly marked as indicated above, this would constitute grounds for declaring the Proposal non-responsive.

The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked “Do Not Open, Except In Presence of the Official Appointed, Before[state submission time and date] as indicated in the PDS. INVEST-H shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.

4.5 Proposals must be received by INVEST-H at the address and no later than the time and on the date specified in the PDS, or any extension of this date in accordance with ITC Sub-Clause 2.5. Any Proposal received by INVEST-H after the deadline for submission shall be declared late, rejected and returned unopened to the Consultant.

4.6 INVEST-H shall open the outer envelopes/cartons as soon as possible after the deadline for submission and sort the Proposals into Technical Proposals or Financial Proposals as appropriate. The Technical proposals will be opened as specified in the PDS. The envelopes with the Technical Proposals shall remain sealed until the TEP is ready to convene. INVEST-H shall ensure that the Financial Proposals remain sealed and securely stored until the public opening of Financial Proposals takes place.

## 5 Proposal Evaluation

5.1 From the time Proposals are opened to the time the Contract is awarded, Consultants may not contact INVEST-H on any matter related to its Technical Proposal or Financial Proposal. Any effort by a Consultant to influence INVEST-H in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant’s Proposal.

### Evaluation of Technical

5.2 The TEP shall evaluate the Technical Proposals based on

Proposals

their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section 3. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the PDS.

Financial Proposals  
(only for QBS)

5.3 Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Proposal and the Contract in accordance with the instructions given under ITC Sub-Clause 6.1.

Financial Proposals  
(only for QCBS, FBS,  
LCS)

5.4 Following completion of the evaluation of Technical Proposals, INVEST-H shall notify all Consultants who have submitted Proposals of (a) those Proposals that were considered non-responsive, (b) the technical scores of those Proposals which were deemed responsive and (c) to those who achieved the minimum qualifying mark, the date, time and location for the opening of the Financial Proposals.

The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be returned unopened after INVEST-H has completed the selection process.

5.5 Financial Proposals shall be opened publicly in the presence of those Consultants' representatives who choose to attend at the date, time and location stated in the notice issued pursuant to ITC Sub-Clause 5.4. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the record shall subsequently be sent to those Consultants whose Financial Proposals were opened.

5.6 The TEP will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced,

shall be assumed included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in this respect. If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date indicated in the PDS.

- 5.7 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in Section 3: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in Section 3.  $S = St \times T\% + Sf \times P\%$ . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), INVEST-H will select the lowest priced proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to ITC Sub-Clause 5.6 shall be considered, and the selected firm invited for negotiations.
- 5.9 Prior to execution of a contract, INVEST-H shall reserve the right to conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of INVEST-H. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, INVEST-H may also verify any information provided on Form TECH-5 in the proposal. A negative determination in the post-qualification could lead to the rejection of the Proposal and INVEST-H may, at its discretion, move to invite the next-ranked Consultant for negotiation.

## 6 Negotiations

6.1 Negotiations will be held at the address indicated in the **PDS**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in INVEST-H proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant.

### Technical Negotiations

6.2 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) work plan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.

INVEST-H and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the INVEST-H to ensure satisfactory implementation of the assignment.

INVEST-H shall prepare minutes of negotiations which will be signed by INVEST-H and the Consultant.

### Financial Negotiations

6.3 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local Tax amount to be paid by the Consultant under the Contract. In no event, shall INVEST-H be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

### Availability of Professional Staff/Experts

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, INVEST-H expects to negotiate a Contract based on those Personnel named in the Technical Proposal. Before Contract negotiations, INVEST-H will require assurances that the proposed Key Personnel will be actually available.

During Contract negotiations, INVEST-H will not consider substitution of any Key Personnel unless both parties agree

that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

#### Conclusion of the Negotiations

6.5 Negotiations will conclude with a review of the draft Contract and Appendices, following which INVEST-H and the Consultant will initial the agreed Contract. If negotiations fail, INVEST-H will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

#### 7 Award of Contract

7.1 After the award of Contract, INVEST-H shall publish on its website, at Honducompras the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. After Contract signature, INVEST-H shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.

#### 8 Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Section 2. Proposal Data Sheet	
ITC 1.1	The method of selection is the Quality and Cost-Based Selection method.
ITC 1.3	The Name of the assignment is: <b><i>Implementation of “Alianza para el Corredor Seco” Activity (ACS-USAID)</i></b>
ITC 1.4	Does not apply
ITC 1.5	The Client shall not provide inputs or facilities.
ITC 1.13	Proposals must remain valid for one hundred and twenty (120) days after the deadline for the submission of Proposals specified in <b>PDS</b> ITC 4.5.
ITC 2.1	<p>Clarifications may be requested no later than <b>15</b> days before the deadline for submission of the Proposals.</p> <p>The address for requesting clarifications is:</p> <p>Implementation of “Alianza para el Corredor Seco” Activity (ACS-USAID)            General Director INVEST-H            Edificio Los Castaños 5<sup>to</sup>. Piso Boulevard Morazán            Tegucigalpa MDC, Honduras, C.A.            Tel (504) 2232-3513;2232-3514; 2232-3539            Fax (504) 2235-6626            E-mail: <a href="mailto:acsusaidconsultant@mcahonduras.hn">acsusaidconsultant@mcahonduras.hn</a></p>
ITC 3.1	Technical and Financial Proposals shall be submitted in English.
ITC 3.3 (a)	There is <u>no</u> Shortlist of Consultants
ITC 3.3(b)	<p>There is no estimate of person-months for Key Personnel.</p> <p>The estimated cost for this procurement is USD 40.0 Million over five years, of which up to USD 20.0 Million will be set aside to scale up technologies that facilitate higher incomes and lower undernutrition, under the Grants mechanism established in Section 6 Terms of reference.</p>
ITC 3.4(g)	Training shall be considered by the consultant to comply with the services described in ToR
ITC 3.6	<ul style="list-style-type: none"> <li>- Offerors must consider the Honduran Local Compensation Plan (Section 5 Contract Forms , Appendix F)</li> <li>- Per diem and in-country travel will be included in the total price in form FIN-2</li> </ul>
ITC 3.8	Consultants must submit Financial Proposals in <b>US Dollars</b> . No other currency



## Section 2: Proposal Data Sheet

	or combination of currencies is allowed.												
ITC 4.2	Written Power of Attorney required Yes [ <input checked="" type="checkbox"/> ] No [ <input type="checkbox"/> ]												
ITC 4.3	<p>The consultant must submit</p> <table border="1"> <thead> <tr> <th>Version/Language</th><th>Technical Proposal</th><th>Financial Proposal</th></tr> </thead> <tbody> <tr> <td>Original English</td><td>1</td><td>1</td></tr> <tr> <td>Copies English</td><td>2</td><td>2</td></tr> <tr> <td>Electronic copy English</td><td>1</td><td>1</td></tr> </tbody> </table> <p>Electronic copies will be presented in CD format, readable in MS Word and/or Excel, as appropriate. The CD's of the Technical Proposal shall be placed with the sealed Technical Proposal envelope or parcel, and the CD of the Financial Proposal shall be placed with the sealed Financial Proposal envelope or parcel.</p>	Version/Language	Technical Proposal	Financial Proposal	Original English	1	1	Copies English	2	2	Electronic copy English	1	1
Version/Language	Technical Proposal	Financial Proposal											
Original English	1	1											
Copies English	2	2											
Electronic copy English	1	1											
ITC 4.4	<p>The address for the submission of Proposals is:</p> <p><b>Name of contact: Marco Bográn/General Director INVEST-Honduras Edificio Los Castaños 5<sup>to</sup>. Piso Boulevard Morazán Tegucigalpa MDC, Honduras, C.A. Tel (504) 2232-3513;2232-3514; 2232-3539 Fax (504) 2235-6626</b></p>												
ITC 4.5	Proposals must be submitted no later than <b>10:00 a.m. on October 10, 2014.</b>												
ITC 4.6	Technical Proposals will be opened publicly.												
ITC 5.2	The minimum technical score required to pass is <b>80</b> out of 100 possible points.												
ITC 5.6	Consultants must submit Financial Proposals in <b>USD</b> . No other currency or combination of currencies is allowed.												
ITC 6.1	The date for Contract negotiations will be notified in writing												
ITC 7.2	The date for commencement of the Services will be notified in writing.												

## Section 3. Qualification and Evaluation Criteria

### 3.1 Legal Status

The Consultant shall attach to form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status, as well as any other document showing that it intends to associate, or it has associated with, the other associates who are submitting a joint proposal. In case the Consultant is a joint venture, letters of incorporation, or other such documents, shall be attached for all associates of the joint venture.

### 3.2 Financial Criteria

The Consultant shall provide evidence showing that its liquid assets and access to credit facilities are adequate for this Contract, as indicated in Form TECH-2.

### 3.3 Litigation Criteria.

The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Consultant over the last five (5) years, as indicated in Form TECH-2. A consistent history of awards against the Consultant or existence of high value dispute, which may threaten the financial standing of the Consultant, may lead to the rejection of the Proposal.

### 3.4 Evaluation Criteria

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 5.2	Criteria, sub-criteria	Points
	<b>1. Organizational Capability and Experience of the Consultant</b>	
	<p>Evidence of organizational capability and relevant experience in the execution of Activities of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed provided in Form TECH-4.</p> <p>INVEST-H reserves the right to contact the Form Tech-5 References as well as other sources to check references and past performance. Consultant must have experience as the prime consultant in the execution of at least 2 Activities of a similar nature and complexity during the last 5 years.</p> <p><b>Similar nature and complexity means:</b> Execution of Activities of a similar nature (such as consulting for implementation of rural development, demonstrable successes with crop diversification as well as build confidence and health and nutrition, promoting healthy homes, local leadership an ownership of the local capacities).</p>	
	<b>Total Points for this criterion</b>	<b>25</b>
	<b>Technical Approach, Methodology and Work Plan</b>	
	Proposed approach and methodology	30

	<ul style="list-style-type: none"> <li>• <b><u>Performance Measurement and Management:</u></b> The extent to which the methodology and approach demonstrates a clear understanding of the purpose and detailed approach to achieve the stated results of the performance measurement and management activities, including the establishment of performance measurement and ongoing management within the required timeframe.</li> <li>• <b><u>Organizational Development:</u></b> The extent to which the methodology and approach demonstrates a clear understanding and detailed approach in how to achieve the organizational development results.</li> <li>• <b><u>Approach for Sustainability:</u></b> Extent to which the proposal demonstrates an approach to building household's ownership and capacity such that the improved performance measurement and management practices will be sustained beyond the period of the Activity.</li> <li>• <b><u>Feasibility:</u></b> Feasibility and sustainability of the strategy to lift families above the poverty line. Feasibility and sustainability of the strategy to reduce undernutrition. Feasibility and rigor of the year one work plan, monitoring and evaluation plan, and the strategy for gender integration.</li> </ul>	
Proposed work plan	<p>Extent to which the proposed implementation and work plan is:</p> <ul style="list-style-type: none"> <li>• Sufficiently detailed (with Gant Charts and narrative)</li> <li>• Feasible to address the tasks and deliverables</li> <li>• Contains a logical and realistic sequence of activities that delivers results with the required timeframe.</li> </ul>	10
Proposed Activity organization and staffing	<p>Extent to which the Proposal provides a clear, logical and appropriate staffing pattern with responsibilities among different staff positions adequately defined, to achieve the stated objectives in the timeframe.</p>	5
<b>Total Points for this criterion</b>  <b>IMPORTANT</b> If the technical approach, methodology, organization and staffing qualifications do not reach at least 70% of the total points, e.g. 31.5 out of 45 points, <b>the proposal shall not be further evaluated.</b>		<b>45</b>

	<b>Key Professional Personnel Qualifications for the Assignment</b>	
	Chief of Party	10
	Deputy Chief of Party	8
	Senior Nutrition Advisor	6
	Gender Advisor	6
	The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: <ul style="list-style-type: none"> <li>• Education and training, including knowledge of english and spanish.</li> <li>• Demonstrated successful experience and past performance in accomplishment of similar activities.</li> <li>• Regional experience in latin america, preferably in central america.</li> <li>• Experience integrating gender equity into similar activities.</li> </ul>	
	<b>Total Points for this criterion</b> <b>IMPORTANT</b> If the qualification of key personnel does not reach at least 70% of the total points, e.g. 21 out of 30 points, <b>the proposal shall not be further evaluated.</b>	<b>30</b>
	<b>Total Points for the three (3) Criteria</b>	<b>100</b>
	The minimum technical score St required to pass is	<b>80</b>
ITC 5.7	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the Proposal under consideration. The weights given to the Technical and Financial Proposals are:	Tech. = <b>80</b> and Fin. = <b>20</b>

## Section 4A. Technical Proposal Forms

TECH-1	Technical Proposal Submission Form
TECH-2	Financial Capacity of the Consultant
TECH-3	Organization of the Consultant
TECH-4	Experience of the Consultant
TECH-5	References of the Consultant
TECH-6	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-7	Comments and Suggestions
TECH-8	Team Composition and Task Assignments
TECH-9	Staffing Schedule
TECH-10	Work and Deliverables Schedule
TECH-11	Curriculum Vitae (CV) of Proposed Key Professional Personnel

**Note:** Comments in brackets on the following pages serve to provide guidance for the preparation of the Technical Proposal and therefore should not appear on the Technical Proposal to be submitted.

Form TECH-1. Technical Proposal Submission Form

[Location, Date]

To: Mr. or Ms.  
General Director [insert full legal name of the INVEST-H]

Address:

Email:

Dear Sirs,

**Re: [insert title of assignment]**  
**RFP Ref: [insert reference as shown on cover page]**

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in association with:

**[Insert a list with full name and address of each Associated Consultant].<sup>2</sup>**

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We are attaching herewith information to support our eligibility in accordance with Section 3 of the RFP.

If negotiations are held during the initial period of validity of the Proposal, we undertake to negotiate based on the nominated Key Professional Personnel.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment no later than the date indicated in this RFP.

We understand you are not bound to accept any Proposal that you may receive.

Yours sincerely,

Authorized Signatory

Name and title of Signatory

Name of Consultant

Address of Consultant

Annexes:

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<sup>2</sup> [Delete in case no association is foreseen.]

1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its associates;  
Letter(s) of Incorporation (or other documents indicating legal status); and  
Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).

## Form TECH-2. Financial Capacity of the Consultant

**[The Consultant's financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Consultant is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last three (3) years, supported by audit letters, 2) certified financial statements for the last three (3) years, supported by tax returns or 3) a copy of the Consultant's Dun & Bradstreet "Business Information Report" (BIR). The Dun & Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant:**

*"I certify that the attached Business Information Report has been issued by Dun & Bradstreet within thirty (30) days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge"*

**The statement must be signed by the authorized representative of the Consultant.**

**If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements. The reports should be submitted in the order of the associate's significance in the joint venture, greatest to least.**

**Additionally, the following financial data form shall be filled out for the Consultant and all named associates. The INVEST-H reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.]**

Financial Information (US\$ 1,000's)	Historical information for the previous three (3) years (most recent to oldest or equivalence in (US\$ 1,000's)		
	Year 1(Year)	Year 2(Year)	Year 3(Year)
<b>Information from Balance Sheet</b>			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
<b>Information from Income Statement</b>			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			



**[Provide information on current or past litigation or arbitration over the last five (5) years as shown in the form below.]<sup>3</sup>**

Litigation or arbitration in the last five (5) years: No: \_\_\_\_\_ Yes: \_\_\_\_\_ (See below)

**Litigation and Arbitration During Last Five (5) Years**

Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent
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<sup>3</sup>This information will be required only if the value of the procurement is over 8 million USD

### **Form TECH-3. Organization of the Consultant**

[Provide a brief description of the background and organization of your firm/entity and of each associate for this assignment. Include the organization chart of your firm/entity. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the Consultant's Activity Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel at short notice. Further, the Consultant must nominate a home-office Activity director who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV (using Form TECH-11).

**Maximum 10 pages**, not counting the CV of home-office Activity director]

**Form TECH-4. Experience of the Consultant**

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFP. The Proposal must demonstrate that the Consultant has a proven record of accomplishment of successful experience in executing Activities similar in substance, complexity, value, duration, and volume of services sought in this procurement.

**Maximum 20 pages]**

Assignment name:	Approx. value of the contract(in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract(in current US\$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Activity director/coordinator, team leader):
Narrative description of Activity:	
Description of actual services provided by your staff within the assignment:	

Name of Firm: \_\_\_\_\_

### **Form TECH-5. References of the Consultant**

[Provide contact information for at least three (3) references that can provide substantial input about:

- (a) The type of work performed
- (b) Confirm the quality of the work experience listed in Form TECH-4.

The INVEST-H reserves the right to contact other sources as well as to check references. For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.

**[Maximum 3 pages]**

### **Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment**

[In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the TEP that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Proposal should be divided into the following three (3) chapters:

- (a) Technical Approach and Methodology,
  - (b) Work Plan, and
  - (c) Organization and Staffing
- (a) Technical Approach and Methodology. This shall not merely repeat the content of the TOR. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- (b) Work Plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by INVEST-H), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work and Deliverables Schedule of Form TECH-10.
- (c) Organization and Staffing. In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

**Maximum 50 pages, including charts and diagrams]**

### **Form TECH-7. Comments and Suggestions**

These comments shall not be used for evaluation purposes, but may be discussed during negotiations. INVEST-H is not bound to accept any modifications proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change. **Disclosure of any prices in this form shall be reason for rejection of the Proposal.**

**Maximum 5 pages]**

#### **A: On the Terms of Reference**

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]

#### **B: On the Counterpart Staff and Facilities**

[Comment here on the counterpart staff and facilities to be provided by INVEST-H.]

**Form TECH-8. Team Composition and Task Assignments**

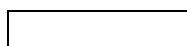
Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

**Form TECH-9. Staffing Schedule**

		Staff input (in the form of a bar chart) <sup>1</sup>													Total staff-month input		
			1	2	3	4	5	6	7	8	9	10	11	N	Home	Field <sup>3</sup>	Total
<b>Foreign</b>																	
1		[Home]															
		[Field]															
2		[Home]															
		[Field]															
3		[Home]															
		[Field]															
n		[Home]															
		[Field]															
											Subtotal						
<b>Local</b>																	
		[Home]															
		[Field]															
											Subtotal						
											Total						

- For Key Professional Personnel the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: drafters, clerical staff, etc.).
- Months are counted from the start of the assignment. For each Personnel indicate separately staff input for home and fieldwork.
- Fieldwork means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input



**Form TECH-10. Work and Deliverables Schedule**

	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
3													
4													
5													
5													
N	And so on												
	Deliverable												
1													
2													
3													
N	And so on												

[Indicate all main activities of the assignment, including deliverables and other milestones, such as INVEST-H approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed workload. The submission shall be evaluated as part of the Approach and Methodology.]

### **Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel**

1. Proposed Position	[only one candidate shall be nominated for each position]				
Name of Firm	[Insert name of firm proposing the staff]				
Name of Personnel	[Insert full name]				
Date of Birth	[Insert birth date]				
	Nationality [Insert nationality]				
Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment].				
Membership in Professional Associations					
Other Training	[Indicate appropriate postgraduate and other training]				
Countries of Work Experience	[List countries where staff has worked in the last ten years]				
Languages	[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]				
	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">Language</td> <td style="width: 25%;">Speaking</td> <td style="width: 25%;">Reading</td> <td style="width: 25%;">Writing</td> </tr> </table>	Language	Speaking	Reading	Writing
Language	Speaking	Reading	Writing		
Employment Record	<p>[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]</p> <p>From [year]:                      To [year]:</p> <p>Employer:</p> <p>Position(s) held:</p>				
Detailed Tasks Assigned Work undertaken that best illustrates capability to handle the tasks assigned:	<p>[List all tasks to be performed under this assignment]</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or Activity:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main Activity features:</p> <p>Position held:</p> <p>Activities performed:</p>				

References:

[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.] [INVEST-H reserves the right to contact other sources as well as to check references, in particular for performance on any relevant USAID-funded Activities.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and me. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate with the [Consultant] in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

2. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the offer of the Consultant and
3. Within the implementation period of the specific contract.

Signature of Key Professional Personnel

If this form has NOT been signed by the Key Professional Personnel, then in signing below the authorized representative of the Consultant is making the following declaration.

"In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his assurance that he will maintain his availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP."

Signature of Authorized Representative of  
the Consultant

Day / month/ year

## Section 4B. Financial Proposal Forms

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-Clause 3.6 of Section 1: Instructions to Consultants.]

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 Breakdown of Price by Activity

FIN-4 Breakdown of Price by Remuneration

**Note:** Comments in brackets on the following pages serve to provide guidance for the preparation of the Financial Proposal and therefore should not appear on the Financial Proposals to be submitted.

**Form FIN-1. Financial Proposal Submission Form**

[Location, Date]

To: Mr. or Mrs.  
General Director [insert full legal name of INVEST-H]  
Address:  
Email:

Dear Sirs:

**Re: [insert title of assignment]**  
**RFP Ref: insert reference as shown on cover page]**

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for [Insert amount(s)]<sup>4</sup> in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as indicated in Paragraph.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:<sup>5</sup>

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory

Name and title of Signatory

Name of Consultant

---

<sup>4</sup>Amount must coincide with the ones indicated under total price of Form FIN-2.

<sup>5</sup>If applicable, replace this paragraph with “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution”.

## Form FIN-2.      Price Summary

**Re: [insert title of assignment]**  
**RFP Ref: insert reference as shown on cover page]**

	Price <sup>1</sup>	
	US\$	[Local Currency]
<b>Base Year</b>		
<b>Scale up technologies (Under Grants Mechanism)</b>		
<b>Option Year (1) [if applicable]</b>		
<b>Option Year (2) [if applicable]</b>		
<b>Total Price of Financial Proposal</b>		

1. Indicate the total price to be paid by INVEST-H in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFP are set out in Section 5: Contract Forms.)
2. If the RFP contains options, the options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits).
4. See PDS 3.6 regarding travel-related expenses. Footnote: Payments will be made in the currency expressed above (Reference to ITC 3.8).

### **Form FIN-3. Breakdown of Price by Activity**

**Re:** [insert title of assignment]

**RFP Ref:** insert reference as shown on cover page]

[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by INVEST-Hand/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each phase.]

Group of Activities by Phase <sup>2</sup>	Description <sup>3</sup>	
	Price <sup>4</sup>	
	US\$	Local currency
Total		

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. Include base and option years.
2. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-10.
3. A short description of the activities whose price breakdown is provided in this Form.
4. Provide **fully loaded prices** (including international travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).
5. See PDS 3.6 regarding travel-related expenses

**Form FIN-4. Breakdown of Remuneration****Re: [insert title of assignment]****RFP Ref: insert reference as shown on cover page]**

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by INVEST-H.]

Name <sup>2</sup>	Position <sup>3</sup>	Person-Month Fully Loaded Rate <sup>4</sup>		
Foreign Staff			US\$	[Local Currency]
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
Local Staff				
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		

1. Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH- 8 and 9.
2. Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
3. Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
4. Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit).
5. See PDS 3.6 regarding travel-related expenses



## **Section 5. Contract Forms**

**Contract No:**

**Contract for Consultant's Services**

**CONSULTANT'S SERVICES: LUMP SUM**

**For the provision of**

**Implementation of "Alianza para el Corredor Seco" Activity  
(ACS-USAID)**

**Between**

**Inversión Estratégica de Honduras  
(INVEST-H)**

**Honduras**

**And**

**[name of Consultant]**

**Dated:**

## I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the] (the “Client”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

*[Note: If the Consultant consists of more than one, the following should be used]*

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the Client] (the “Client”), on the one part, and [full legal name of lead Consultant] (the “Consultant”) in [joint venture / consortium / association] with [list names of each joint venture ], on the other part, each of which will be jointly and severally liable to the Client for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

### RECITALS

WHEREAS,

- (a) The Government of Honduras (the “Government” ) through Inversión Estratégica de Honduras (INVEST-H) along with USAID have signed an Implementation Letter No.007 issued under the Assistance Agreement #522-0470, to achieve high-level Feed the Future Initiative goals through the implementation of an integrated package of technologies and services that includes, but is not limited to: Improve Agricultural Productivity; Improve Markets; Increase Investment in Agriculture and Employment Opportunities; Improve Access to Sound and Affordable Financial and Risk Management Services; Improve Nutritional Status, especially for Women and Children; Improve Access to Diverse and Quality Foods; Improved Nutrition-related Behaviors; Improve Sanitation and Hygiene and Improve Utilization of Maternal and Child Health (MCH) and Nutrition Services.
- (b) The Client has requested the Consultant to provide certain consulting services as described in Appendix A to this Contract; and
- (c) The Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. In consideration of the payments to be made by the Client to the Consultant as set forth in this Contract, the Consultant hereby covenants with the Client to perform the Services in conformity in all respects with the provisions of this Contract.
- 2. Subject to the terms of this Contract, the Client hereby covenants to pay the Consultant, in consideration of the performance of the Services, the Contract Price (as defined below) or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.
- 3. The following documents attached hereto shall be deemed to form an integral part of this

Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) Appendices:
  - Appendix A: Description of Services
  - Appendix B: Reporting Requirements
  - Appendix C: Key Personnel and Sub-Consultants
  - Appendix D: Breakdown of Contract Price in US Dollars
  - Appendix E: Breakdown of Contract Price in Local Currency
  - Appendix F – Additional Provisions

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Honduras** as of the day, month and year first indicated above.

For **[full legal name of the Client]**:

For **[full legal name of the Consultant]**:

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

***[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]***

For and on behalf of each of the Members of the Consultant  
**[name of member]**

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**[Authorized Representative]**

**[name of member]**

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**[Authorized Representative]**

## II. General Conditions of Contract

### 1. General Provisions

#### 1.1 Definitions

Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in IL No. 007 or related document. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in **Honduras**, as they may be issued and in force from time to time.
- (b) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of a contract.
- (c) “Collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels or to otherwise deprive the Client of the benefits of free and open competition.
- (d) “Implementation Letter (IL)” It provides the terms, conditions and procedures, and establishes the mutual agreement between the Government of Honduras (“GOH”), represented by the Ministry of Finance (“MOF”), the Millennium Challenge Account – Honduras (“MCA-H”), and the Ministry of Agriculture and Livestock (“SAG”), and the U.S. Agency for International Development (“USAID”) (each a “Party” and collectively, the “Parties”), concerning the USAID/Alliance for the Dry Corridor Activity (ACS-USAID, the “Activity”) to be implemented by the Millennium Challenge Account – Honduras (MCA-H is referred to under this IL as the “Grantee”), including the detailed scope of the Activity, and the detailed actions to be taken by each Party for the implementation of the Activity
- (e) “Consultant” has the meaning given the term in the initial paragraph to this Contract.
- (f) “Contract” means this agreement entered between the Client and the Consultant, to provide the Services, and consists of the Contract Agreement, these GCC, the SCC, and the Appendices (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
- (g) “Contract Price” means the price to be paid for the

performance of the Services, in accordance with GCC Clause 6.

- (h) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including the Client and employees of other organizations taking or reviewing selection decisions) in the selection process or in contract execution or the making of any payment to any third party, any applicable law in Honduras.
- (i) "Effective Date" has the meaning given the term in GCC Clause 2.2.
- (j) "Force Majeure" has the meaning given the term in GCC Clause 2.5.
- (k) "fraudulent practice" means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation.
- (l) "GCC" means General Conditions of Contract.
- (m) "Government" has the meaning given the term in the recital clauses to this Contract.
- (n) "Key Personnel" means the Personnel listed in Appendix C to this Contract.
- (o) "Local Currency" means Lempiras.
- (p) "Client" has the meaning given the term in the initial paragraph to this Contract.
- (q) "USAID" means U.S. Agency for International Development.
- (r) "Member" means any of the entities that make up a joint venture or other association; and "Members" means all these entities.
- (s) "Obstructive practice" means
  - (i) destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and
  - (ii) Acts intended to impede the exercise of the inspection and audit rights of provided under this RFP and

related agreements.

- (t) “Party” means the INVEST-H or the Consultant, as the case may be, and “Parties” means both of them.
- (u) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof.
- (v) “Prohibited Practices” means any action that violates Section G (Faith Based Activities), Section H (Prohibition on Private Entity Trafficking in Persons), Section J (Terrorist Financing), Section K (Workers’ Rights), of Appendix F to this Contract.
- (w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (x) “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in Appendix A to this Contract.
- (y) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (z) “Substantial Modifications” means modifications which:
  - (i) Increase the value of the Contract; or
  - (ii) change the scope of Services or duration of the Contract by more than ten percent (10%).
- (aa) “Tax” and “Taxes” have the meanings given the terms in the related agreement.
- (bb) “US Dollars” means the currency of the United States of America.

1.2 Relationship  
Between the  
Parties

Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the INVEST-H and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf in connection with this Contract.

1.3 Law Governing  
Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in language(s) specified in the SCC. If the Contract is executed in both the English and Spanish languages, the English language version shall be the binding and controlling language for all matters relating to the

meaning or interpretation of this Contract.

1.5 Interpretation

Unless otherwise indicated, throughout this Contract:

- (a) “confirmation” means confirmation in writing;
- (b) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;
- (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (d) the feminine means the masculine and vice versa; and
- (e) The headings are for reference only and shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

- 1.6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC, or sent by confirmed facsimile or electronic email, if sent during normal business hours of the recipient Party, unless the giving of notice is otherwise governed by Applicable Law.
- 1.6.2. A Party may change its address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in the SCC.

1.7 Location

- 1.7.1. The Services shall be performed at such locations as are specified in Appendix A to this Contract and, where the location of a particular task is not so specified, at such locations, whether in Honduras or elsewhere, as the Client may approve.

1.8. Authority of  
Member in Charge

- 1.8.1. In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations toward the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9. Authorized  
Representatives

- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

1.10. Taxes and  
Duties

- 1.10.1. Except as may be legally exempt, the Consultant, the Sub-Consultants, and their respective Personnel may be subject to certain Taxes on amounts payable by the Client under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant, each Sub-Consultant and their respective Personnel shall pay all Taxes levied under Applicable Law. In no event shall the Client be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, any Sub-Consultant or their respective Personnel, the Contract Price shall not be adjusted to account for such Taxes.
- 1.10.2. The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of Honduras in importing property into Honduras.
- 1.10.3. If the Consultant, the Sub-Consultants or any of their respective Personnel, or their eligible dependents, do not withdraw but dispose of any property in Honduras upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the Client if such customs duties and Taxes were paid by the Client at the time the property in question was brought into Honduras.
- 1.10.4. Without prejudice to the rights of the Consultant under this clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by the Client or the Government with respect to the determination of the Tax status described in this GCC Clause 1.10.
- 1.10.5. If the Consultant is required to pay Taxes that are exempt under the Assistance Agreement, the Consultant shall promptly notify the Client or such agent or representative designated by the Client of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the Client, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.



- |   |  |
|---|--|
| 1.11. Fraud and Corruption Requirements | 1.11.1 The Client requires that the beneficiaries, including any bidders, suppliers, contractors, subcontractors and consultants, observe the highest standards of ethics during the procurement and execution of such contracts.  |
| Measures to be Taken                    | 1.11.2 The Client may terminate this Contract in accordance with the terms of GCC Clause 2.7.1(d) if it determines that the Consultant has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in the performance of, this Contract.  |
| 1.12 Commissions and Fees               | 1.12.1. The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. |
| 1.13 Entire Agreement                   | 1.13.1. This Contract contains all of the covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.   |

## **2. Commencement, Completion, Modification and Termination of Contract**

- |   |  |
|---|--|
| 2.1 Contract Entry into Force                   | This Contract shall come into full force, and be legally binding on the Parties in all respects; on the date this Contract is signed by the Parties or such other date as may be stated in the SCC.                                |
| 2.2 Effective Date and Commencement of Services | The Consultant shall commence the Services on the date specified in the SCC, which shall be defined as the “Effective Date.”   |
| 2.3 Expiration of Contract                      | Unless terminated earlier pursuant to GCC Sub-Clause 2.7, Contract expiration date will be specified in the SCC.   |
| 2.4 Modifications or Variations                 | 2.4.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC |

Sub-Clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure  
Definition

2.5.1 For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

2.5.2 The failure of a Party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.

Measures to be Taken

2.5.3 Subject to GCC Sub-Clause 2.5.6, a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.

2.5.4 A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

2.5.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.6 During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by the Client to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Consultant reasonably and necessarily incurred as part of such reactivation;
- (b) Or continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

2.5.7 In the case of disagreement between the Parties as to the existence or extent of an event of Force Majeure, the matter shall be settled in accordance with GCC Clause 8.

## 2.6 Suspension

The Client may, by giving thirty (30) days' written notice to the Consultant, suspend all payments to the Consultant under this Contract if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## 2.7 Termination By the Client

2.7.1 Without prejudice to any other remedies that may be available to it for breach of this Contract, the Client may, upon written notice to the Consultant, terminate this Contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (i) of this GCC Sub-Clause 2.7.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this GCC Clause 2.7.1, the Client may terminate this Contract.

- a) If the Consultant, in the judgment of the Client, fails to perform its obligations relating to the use of funds set out in Appendix F Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any and all funds so misused within a maximum of thirty (30) days after termination.

- b) If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in GCC Clause 2.7.1(a) of this Contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the Client. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the Client) or on such later date as may be specified by the Client.
- c) If the Consultant (or any Member or Sub-Contractor) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the Client in such notice of termination.
- d) If the Consultant (or any Member or Sub-Contractor), in the judgment of the Client has engaged in coercive, collusive, corrupt, prohibited, obstructive or fraudulent practices in competing for or in the performance of this Contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- e) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Client.
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Client.
- g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Client.
- h) If the funds are expired, suspended or terminated in

completely or in part. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to the Client during the period of the suspension.

- i) If suspension or termination is permitted under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to the Client during the period of the suspension.

By the Consultant

2.7.2 The Consultant may terminate this Contract, upon written notice to the Client in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Clause 2.7.2.

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the Client to the Consultant within such thirty (30) days.
- b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30)

days after delivery of the notice of termination.

- d) If this Contract is suspended in accordance with GCC Clauses 2.7.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Clauses 2.7.1(h) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

#### Payment upon Termination

2.7.3 Upon termination of this Contract pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, the Client shall make, or cause to be made, the following payments to the Consultant:

- a) payment pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination; and
- b) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of GCC Sub-Clause 2.7.1, reimbursement of any reasonable cost (as determined by the Client incidental to the prompt and orderly termination of this Contract; provided, that in the case of suspension of this Contract pursuant to GCC Sub-Clauses 2.7.1 (h) or (i), the Consultant has complied with its obligation to mitigate in accordance with such clauses.

#### Disputes about Events of Termination

2.7.4 If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of GCC Sub-Clause 2.7.1 or paragraphs (a) through (d) of GCC Sub-Clause 2.7.2 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC Clause 8, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### 2.8 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to GCC Sub-Clause 2.7, or upon expiration of this Contract pursuant to GCC Sub-Clause 2.3, all rights and obligations of the Parties under this Contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC Sub-Clause 3.3, (c) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Sub-Clauses 3.7 and

3.8 and Appendix F and (d) any right or obligation which a Party may have under the Applicable Law.

2.9 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Sub-Clauses 3.4 or 3.12.

### 3. Obligations of the Consultant

3.1 General Standard of Performance

3.1.1 The Consultant shall perform the Services and carry out its obligations under this Contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third parties.

Law Governing Services

3.1.2 The Consultant shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 The Consultant shall hold the Client interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

3.2.2 The payment of the Consultant pursuant to GCC Clause 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to GCC Sub-Clause 3.2.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under this Contract, and the Consultant shall use

its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

	<p>3.2.3 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the corresponding Guidelines. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
<p>Consultant and Affiliates Not to Engage in Certain Activities</p>	<p>3.2.4 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.</p>
<p>Prohibition of Conflicting Activities</p>	<p>3.2.5 The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<p>3.3 Confidential information; Rights of Use</p>	
<p>Confidential Information</p>	<p>3.3.1 Except with the prior written consent of the Client or as may be required to comply with Applicable Law, the Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>Rights of Use</p>	<p>3.3.2 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the Client, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the Client in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract.</p>



Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

3.3.3 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the Client , make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract.

3.3.4 Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of the Client and shall be returned (including, except as provided in GCC Sub-Clause 3.4, all the copies) to the Client on completion of the Consultant's performance` under this Contract.

3.4 Documents Prepared by the Consultant to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof in accordance with this GCC Sub-Clause 3.4 and Sub-Clause 3.3.4. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.5 Liability of the Consultant

Subject to additional provisions, if any, set forth in the SCC, the Applicable Law shall provide the Consultants' liability under this Contract.

3.6 Insurance to be taken out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client , insurance against the risks, and for the coverage specified in the SCC and in

Appendix F, and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.7 Accounting,  
Inspection and  
Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of Appendix F and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the basis thereof, together with a detailed inventory thereof.

3.8 Reporting  
Obligations

The Consultant shall maintain such books and records and submit to the Client the reports, documents and other information specified in Appendix B, in the form, in the numbers and within the time periods set forth in such Appendices. The Consultant shall submit to the Client such other reports, documents and information as may be requested by the Client from time to time. Final reports shall be delivered in an electronic form specified by the Client in addition to the hard copies specified in Appendix B. The Consultant consents to the Client's sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with USAID and the Government.

3.9 Consultant's  
Actions Requiring  
the Client's Prior  
Approval

In addition to any modification or variation of the terms and conditions of this Contract pursuant to GCC Sub-Clause 2.4, the Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) any change or addition to the Personnel listed in Appendix C;
- b) entering into a subcontract with a Sub-Consultant for the performance of any part of the Services; and
- c) Any other action that may be specified in the SCC.

3.10 Obligations with  
Respect to  
Subcontracts

Notwithstanding the Client's approval for the Consultant to enter into a subcontract pursuant to GCC Clause 3.9, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may require that the Consultant provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

3.11 Use of Funds

The Consultant shall ensure that its activities do not violate

provisions relating to use of funds and environmental guidelines, as set out in Appendix F.

3.12 Equipment,  
Vehicles and  
Materials Furnished  
by the Client

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value plus fifteen percent (15%).

3.13 Equipment and  
Materials Provided  
by the Consultant

Equipment, vehicles or materials brought into Honduras by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by the Client, and used for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable.

#### **4. Consultant's Personnel and Sub-Consultants**

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description and  
Approval of  
Personnel;  
Adjustments;  
Approval of  
Additional Work

4.2.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. The Client hereby approves the Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C.

4.2.2 GCC Sub-Clause 3.9 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).

4.2.3 Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be made by the Consultant without the prior approval of the Client only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week,

whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price. If so indicated in the SCC, the Consultant shall provide written notice to the Client of any such adjustments. Any other adjustments shall only be made with the Client's prior written approval.

- 4.2.4 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC Clauses 2.4 and 6.4.

4.3 Working Hours,  
Overtime, Leave,  
etc.

- 4.3.1 Working hours and holidays for Key Personnel are set forth in Appendix C. To account for travel time, foreign Personnel carrying out Services inside Honduras shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from Honduras is specified in Appendix C.
- 4.3.2 The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C, and except as specified in Appendix C, shall the Consultant's remuneration be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.4 Removal and/or  
Replacement of  
Personnel

- 4.4.1 Except as the Client and USAID may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-Clause 3.9(a), provide as a replacement a person of equivalent or better qualifications.
- 4.4.2 If the Client (a) finds that any of the Personnel has committed serious misconduct or has been charged with having

committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore and subject to GCC Sub-Clause 3.9 (a), provide as a replacement a person with qualifications and experience acceptable to the Client.

- 4.4.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.5 Resident Key Personnel

If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Honduras of the Key Personnel, acceptable to the Client, shall take charge of the performance of such Services.

## **5. Obligations of the Client**

5.1 Access to Land

The Client warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in Honduras in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or Sub-Consultants or their Personnel.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of GCC Sub-Clause 1.10. (e) Shall be applicable in such a situation.

5.3 Payment

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant payments in the manner provided in GCC Clause 6.

## **6. Payments to the Consultant**

6.1 Contract Price

Except as provided in GCC Sub-Clause 6.5, the total payment due to the Consultant shall not exceed the Contract Price set forth in the SCC (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive

fixed-price, lump-sum covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC Sub-Clause 4.2.4,) if the Parties have agreed to additional payments in accordance with GCC Sub-Clauses 2.4 and 6.4. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

6.2 Currency of Payment	Payments shall be made in Lempiras (Local currency) or if justified for sound business reasons and approved by the Client, a combination of the two currencies.
6.3 Terms, Conditions and Mode of Billing and Payment	Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC 6.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the INVEST-H Entity specifying the amount. In all cases, invoices shall be delivered to the INVEST-H Entity no later than 30 days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the INVEST-H Entity. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the INVEST-H Entity of a valid and proper invoice or the date of the INVEST-H Entity's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by the INVEST-H Entity.
6.4 Payment for Additional Services	For the purposes of determining the remuneration due for additional services as may be granted under GCC Sub-Clause 2.4, a breakdown of the Contract Price (lump sum) is provided in Appendices D and E.
6.5 Interest on Delayed Payments	If the Client has delayed forty five (45) days after the payment date determined in accordance with GCC Sub-Clause 6.3, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

## 7. Fairness and Good Faith

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this
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Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

## 8. Settlement of Disputes

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after the receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

## 9. Activity Conditionalities

9.1 Required Provisions

For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Appendix F reflect certain obligations of the Government and the Client under the terms of the IL No. 007 and related documents that are also required to be transferred onto any consultant, sub-consultant or associate who partakes in procurements or contracts in which USAID funding is involved and that, as with other clauses of this Contract, the provisions of Appendix F are binding obligations under this Contract.

9.2 Flow Through Provisions

In any sub-contract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in Appendix F in any agreement related to such sub-contract or sub-award.





III. Special Conditions of Contract	
	<i>Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract</i>
GCC 1.4	This Contract shall be executed in the English language Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> and in the Spanish Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> .
GCC 1.6.1	<p>The addresses for serving notices under this Contract are:</p> <p>For the CLIENT :</p> <p><b>To: INVEST-Honduras</b></p> <p><b>Att.: Marco Bográn/ General Director</b></p> <p><b>Address: Edificio Los Castaños 5<sup>to</sup> Piso, Boulevard Morazán, Tegucigalpa M.D.C., Honduras, C.A.</b></p> <p>Email :</p> <p>For the Consultant:</p>
GCC 1.8	<p>The Member in charge is <b>[insert name of member]</b></p> <p><i>[Note: If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 1.9 should be inserted here. If the Consultant consists only of one entity, this SCC 1.8 should be deleted from the SCC.]</i></p>
GCC 1.9	<p>The Authorized Representatives are:</p> <p><u>For the CLIENT :</u></p> <p><b>To: INVEST-Honduras</b></p> <p><b>Attention: Marco Bográn/General Director</b></p> <p><b>Address: Edificio Los Castaños, 5<sup>to</sup> Piso, Tegucigalpa MDC, Honduras, C.A.</b></p> <p><b>Email :</b></p> <p><u>For the Consultant:</u></p>
GCC 2.1	This Contract shall enter into force on the date of signing of the Contract by both parties.
GCC 2.2	The Effective Date shall be <b>[insert date]</b> .
GCC 2.3	The Contract shall expire on <b>[insert date]</b> .
GCC 2.7.1 (i)	Particularly, but not limited to, the Law “Disposiciones Generales del Presupuesto, Decreto Legislativo 360-2013” pursuant to 2014, are applicable.
GCC 3.6	<p>The risks and the minimum coverage shall be as follows:</p> <p>(a) third party motor vehicle liability insurance in respect of motor vehicles operated in Honduras by the Consultant or its Personnel or any</p>

	<p>Sub-Consultants or their Personnel, with a minimum coverage of [TBD];</p> <p>(b) third party liability insurance, with a minimum coverage of [TBD];</p> <p>(c) professional liability insurance, with a minimum coverage of [TBD];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p>Additional provision included in Append F with respect to insurance shall apply.</p>
GCC 4.2.3	Written notification to the Client of adjustments is required.
GCC 4.5	Key Personnel are required for the duration of this Contract.
GCC 6.1	<p>The amount of the lump sum contract is <b>XXXXX [USDollars] OR XXXXX [Local Currency] OR XXXXX [USDollars] and XXXXX [Local Currency]</b> (the "Contract Price"), amount that includes up to USD 20.0 Million that will be set aside to scale up technologies that facilitate higher incomes and lower undernutrition, under the Grants Mechanism established in Section 6 Terms of Reference.</p> <p>The accounts are:  For US Dollars: <b>[insert account number]</b>  For Local Currency : <b>[insert account number]</b></p> <p>Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract:  Payments will be made upon submission of an invoice, Quarterly Report, plus documentation of completion of specified performance objectives as identified in the M&amp;E Plan <i>[TBD upon award]</i>. If the Consultant does not meet a milestone/deliverable in accordance with the M&amp;E Plan, payments shall be suspended until the milestone has been adequately achieved.</p>
GCC 6.5	The interest shall be calculated from the date in which the delayed payment should have been issued to date when late payment is issued, to the current interest rate average for active operations established by the national banking system monthly determined for the respective currency by the Oficina Normativa de Contratación y Adquisiciones (Office of Procurement and Contracting), as set forth Banco Central de Honduras (Central Bank of Honduras).

GCC 8.2	<p>All disputes shall be settled by arbitration in accordance with the following provisions:</p> <p><i>[Note: The following provisions 1-6 are by way of an example of acceptable arbitration provisions. The Client may also propose an alternative arbitration/dispute resolution mechanism]</i></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <b>[name an appropriate international professional body, e.g., the International Chamber of Commerce]</b> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <b>[insert the name of the same professional body as above]</b> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <b>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</b>.</li> <li>(c) If, in a dispute subject to SCC Sub-Clause 8.2 1. (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <b>[name the same appointing authority as in clause (b) above]</b> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</li> </ol> </li> <li>2. <u>Rules of Procedure</u>. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as</li> </ol>
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	<p>in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <b>[Note: If the Consultant consists of more than one, add: or of the home country of any of their Members or Parties]</b> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) The country of incorporation of the Consultant [Note: If the Consultant consists of more than one , add: or of any of their Members or Parties]; or</p> <p>(b) The country in which the Consultant's <b>[or any of their Members' or Parties']</b> principal place of business is located; or</p> <p>(c) The country of nationality of a majority of the Consultant's <b>[or of any Members' or Parties']</b> shareholders; or</p> <p>(d) The country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</p>
	<p>4. <u>Costs.</u> Upon the occurrence of a dispute, the Parties shall agree on the allocation of the costs associated with any settlement efforts before arbitration or associated with arbitration. Where the Parties fail to agree on the allocation, the allocation shall be determined by the arbitrator.</p> <p>6. <u>Miscellaneous.</u> In any arbitration proceeding under this Contract:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <b>[select a country which is neither the Client 's country nor the Consultant's country]</b>;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

## **IV. Appendices**

### **Appendix A - Description of Services**

**Note:** Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Client, etc.

## **Appendix B - Reporting Requirements**

**Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

## **Appendix C - Key Personnel and Sub-Consultants**

**Note:** List under:

- C-1 Titles **[and names, if already available]**, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in **[Country]**, and estimated staff-months for each.
- C-2 Same as C-1 for foreign Key Professional Personnel to be assigned to work outside **[Country]**.
- C-3 List of approved Sub-Consultants (if already available) and same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for local Key Professional Personnel.
- C-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Sub-Clause 4.3 (if applicable)

### **Appendix D - Breakdown of Contract Price in US Dollars**

**Note:** List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - US Dollars portion (from Form FIN-4).

This appendix will exclusively be used for determining remuneration for additional services.



### **Appendix E - Breakdown of Contract Price in Local Currency**

**Note:** List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - Local Currency portion from Form FIN-4

This appendix will exclusively be used for determining remuneration for additional services

## **Appendix F – Additional Provisions**

### **Supplementary Standard Provisions Applicable to the ACS-USAID Activity**

As noted in this IL, except as specifically set forth in this IL (including its Appendices) all terms and provisions of Assistance Agreement 522-0470 continue to apply to these activities. These standard provisions supplement and do not replace the terms and provisions of the Assistance Agreement.

Accordingly, for the avoidance of doubt, all terms and provisions of the Assistance Agreement and this IL, including these Supplementary Standard Provisions, apply to the MOF and SAG in the performance of their obligations under this IL, in addition to applying to the Grantee.

#### **(a) Cost Allowability**

Reimbursement will be made only for costs incurred in carrying out the purpose of the Activity, which are reasonable, allocable, and allowable, in accordance with the following:

a) “Reasonable” means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

b) “Allocable” means the costs are necessary to the Activity.

c) “Allowable” means the costs are reasonable and allocable, and conform to any limitations set forth in this IL or the Assistance Agreement.

The Grantee is encouraged to obtain USAID’s written concurrence in advance regarding the allowability of a specific cost to avoid uncertainty.

#### **(b) Eligibility Rules for Procurement of Commodities and Services**

1, No USAID funding under this IL may be used to finance contracts or grants to organizations and individuals that are suspended, debarred, or ineligible, as indicated on the U.S. Government Excluded Parties List System ([www.epls.gov](http://www.epls.gov)).

2. Unless otherwise approved by USAID in this IL, no USAID funds under this IL may be used to finance the procurement of:

- a) Military equipment,
- b) Surveillance equipment,
- c) Commodities and services for support of police or other law enforcement activities,
- d) Abortion equipment and services, information, education, training, or communication programs that seek to promote abortion as a method of family planning, or lobbying for or against abortion
- e) Involuntary sterilization equipment or services
- f) Luxury goods and gambling equipment, or
- g) Weather modification equipment;
- h) Support for police, prisons, or other law enforcement or security forces or activities,
- i) Agricultural commodities,
- j) Motor vehicles not manufactured in the United States,
- k) Pharmaceuticals or contraceptives,

- l) Pesticides,
- m) Used equipment,
- n) U.S. Government-owned excess property, or
- o) Fertilizer.

3. Source and Nationality:

- a) Except as specified in this IL or as USAID may otherwise agree in writing, all goods financed under this IL shall have their source, and the suppliers of all goods and services financed under this IL shall have their nationality, in countries included in Geographic Code 937. Goods and services financed under this IL must be available for purchase in the applicable Geographic Code at the time of purchase. Geographic Code 937 includes: the Grantee Country, the United States or a developing country. Geographic Code 935 includes any country which is not a prohibited source. For a current list of countries within each Geographic Code, see the following: <http://transition.usaid.gov/policy/ads/300/310maa.pdf> (for developing countries); <http://transition.usaid.gov/policy/ads/300/310mab.pdf> (for advanced developing countries); and <http://transition.usaid.gov/policy/ads/300/310mac.pdf> (for prohibited source countries)
  - b) Any individual transaction not exceeding \$25,000, excluding those specifically requiring USAID approval by the Assistance Agreement or this IL, may be procured from any non-prohibited source or nationality, Geographic Code 935.
5. This provision must be included in all sub agreements, including sub awards and contracts, which include procurement of commodities or services.

**(c) Termination and Suspension**

- 1. Either Party may terminate this Activity in its entirety or in part by giving the other Party thirty (30) days written notice. USAID may also suspend this Activity in whole or in part upon giving the Grantee written notice. In addition, USAID may terminate or suspend this Activity in whole or in part, upon giving the Grantee written notice, if: (i) the Grantee fails to comply with any provision of this Activity; (ii) an event occurs that USAID determines makes it improbable that the Objective or Program Elements of the Activity or the assistance program will be attained or that the Grantee will be able to perform its obligations under this Activity; or (iii) any disbursement or use of funds in the manner herein contemplated would be in violation of the legislation governing USAID, whether now or hereafter in effect.
- 2. Any portion of this Activity that is not suspended or terminated shall remain in full force and effect.

**(d) Refunds**

- 1. Funds obligated by USAID, but not disbursed to the Grantee before the Activity Completion Date or before the Activity is terminated, will revert to USAID, except for funds committed by the Grantee to a legally binding transaction applicable to the

Activity. Any funds advanced to, but not disbursed by, the Grantee before the Activity Completion Date or the Activity's termination must be refunded to USAID, except for funds committed by the Grantee to a legally binding transaction applicable to the Activity.

2. In accordance with Section E.2 of the Assistance Agreement, any funds provided by USAID under the Activity that are expended by the Grantee or any of its contractors, grantees or employees not in accordance with the terms of the Assistance Agreement or this IL must be refunded to USAID.

**(e) Title to and Disposition of Property**

1. Ownership of equipment, supplies, and other property purchased with funds under the Activity will vest in the Grantee. Disposition of excess property financed under the Activity will be made in consultation with USAID.
2. In the event any patentable rights are created or developed under this IL, USAID shall be granted a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. The Grantee agrees to include, or cause to be included, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under (identify the agreement awarded by USAID). The U.S. Government has certain rights in this invention." The Grantee must ensure any and all contractors and/or grantees under this IL agree to cooperate in the preparation and prosecution of any U.S., Grantee or third country patent applications, to execute all papers requisite in the prosecution of such application, and to secure the cooperation of any employee.
3. For all other intellectual property developed, or for which ownership is purchased, under this IL, USAID reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the intellectual property, and to authorize others to do so.

**(f) Marking and Public Communications under USAID-Funded Activities**

The Grantee will broadly publicize and mark the programs and activities under this IL as made possible with support from the American people through the U.S. Agency for International Development (USAID). All publicity and marking efforts will comply with USAID policies for branding and marking as may be requested by USAID in writing. In addition, the Grantee will:

- (i) Share with USAID a public communications strategy and plans for the programs and activities under this IL for comments. The public communications strategy and plans will be designed to ensure adequate public awareness about the program in general as well as about the fact that this program is made possible with support from the American people through USAID.
- (ii) Develop specific guidance for all related publicity activities about how to acknowledge USAID assistance. Such guidance will specify language to be included in all speeches, written information materials, audio/video/print ads, and

other publicity effort related to the program under this IL. The guidance will be approved by USAID and enforced by the Grantee throughout the lifetime of the program.

- (iii) Develop specific guidance and templates for prominent and permanent marking of all assistance, activities, and public communications under this program with the USAID logo and the U.S. flag. Items under this program include but are not limited to all 1) assistance sites, events, items; 2) informational and promotional material (e.g., press releases, websites, brochures, video/print ads, posters, billboards, promotional handouts, etc.) , and 3) materials prepared for related events (e.g., backdrops, streamers, standees, PowerPoint presentations, folders, notebooks, etc.). Marking with the USAID logo and the U.S. flag will comply with USAID requirements and policies.
- (iv) Provide USAID with information about pending publicity events and achievement of key milestones and invite U.S. Government representatives to participate at these events as part of the effort to acknowledge USAID support for the program.
- (v) Provide USAID with press releases, communications strategies and plans, marking guidance, and other public information or publicity material for comments, clearance, and coordination.

USAID, through its Activity Manager, will provide the Grantee with the USAID policies, information and guidance pertinent to implementation of the subject Activity activities, including access to files of USAID logos and the U.S. flag. USAID may elect to design and implement additional publicity activities to promote U.S. assistance under this IL.

#### **(g) Faith-Based Activities**

The Grantee must not favor or discriminate against any contractor, sub recipient, beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded under this Activity. Further, funds provided under this Activity may not be used in a manner that supports, enables or facilitates explicitly religious activities, which include, without limitation, worship, religious instruction, prayer, or proselytization.

#### **(h) Prohibition on Private Entity Trafficking in Persons**

Pursuant to the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime, the Grantee is firmly committed to the fight against trafficking in persons. Pursuant to this fight, no contractor or sub recipient under this IL that is a private entity, or any of its employees, may engage in trafficking in persons or use forced labor during the period of the Activity.

#### **(i) United Nations Security Council Sanctions Lists**

It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities designated for United Nations Security Council sanctions. In accordance with this policy, the Grantee agrees to use reasonable efforts to ensure that none of the funds provided under this grant are used to provide support of individuals or entities designated for UN Security Council sanctions (compendium of Security Council Targeted Sanctions Lists at: [http://www.un.org/sc/committees/list\\_compend.shtml](http://www.un.org/sc/committees/list_compend.shtml)).

**(j) Terrorist Financing**

Consistent with numerous United Nations Security Council resolutions, including UNSCR 1267 (1999), UNSCR 1368 (2001), UNSCR 1373 (2001), and UNSCR 1989 (2011), both USAID and the Grantee are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Grantee agrees to use reasonable efforts to ensure that none of the USAID funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

**(k) Worker's Rights**

Except as specifically set forth in this IL or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that contributes to the violation of internationally recognized workers' rights of workers in the Grantee's country.

**(l) Investment Promotion**

1. No funds or other support provided hereunder may be used to provide a financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States.
2. In the event the Grantee requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the Grantee must notify USAID and provide a detailed description of the proposed activity. The Grantee must not proceed with the activity, or authorize contractors or grantees to do so, until advised by USAID that it may do so.

**(m) Foreign Delegations to International Conferences**

U.S. Government funds under this IL must not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a multilateral organization, as defined below, unless approved by USAID in writing.

Definitions:

- a) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.
- b) An international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.
- c) A multilateral organization is an organization established by international agreement and whose governing body is composed principally of foreign governments or other multilateral organizations.

#### **(n) International Travel and Air Transportation**

##### **1. Travel Costs**

Except as USAID may otherwise agree in writing, all travel costs must be consistent with those normally allowed in like circumstances in the Grantee's non-USAID-funded activities, but may not exceed USAID per diem rates. Costs incurred by employees and government officials for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the Grantee in its written travel policies. Additionally, any required airfare for travel must be booked at economy class rate. Business Class airfare is not authorized under this IL.

##### **2. Fly America Act Restrictions**

- a) The Grantee must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this IL pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.
- b) In the event that the Grantee selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the Grantee must document such transportation in accordance with this provision and maintain such documentation pursuant to the Assistance Agreement's Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:
  - (i) The Grantee uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).
  - (ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):
    - a. Australia on an Australian airline,
    - b. Switzerland on a Swiss airline, or
    - c. Japan on a Japanese airline;
  - (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

- (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
- (v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
- (vi) If the US Flag Air Carrier does not offer direct service, a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,  
b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or  
c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

### 3. Definitions

The terms used in this provision have the following meanings:

- a) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the Grantee for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the Grantee, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the Grantee's personnel and travel policies and procedures.
- b) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- c) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.
- d) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

#### **(o) Training Requirements**

Under this IL, the only training that would be authorized would occur in Honduras. No foreign travel is authorized for training or other purposes under this IL. With respect to training in Honduras, The Grantee shall provide the following information to the USAID representative for all training that takes place under this IL in any location other than the United States no later than 30 calendar days after the training session conclude:

- a) A description of the training program;
- b) The training dates;
- c) The method of instruction used (in-person or distance/virtual);
- d) The training provider's name, address and type;
- e) A brief description of the training program subject;



- f) The amount USAID funded for the instructor, materials, and trainee costs, including travel, per diem or registration fees;
- g) The amount funded for the training from all other sources;
- h) A description of the group of individuals trained;
- i) The number of males and females trained; and
- j) All of the countries of residence for the individuals trained.

The Grantee shall not conduct any training under this IL for which attendees must travel to the United States without prior approval from the USAID designated representative for this IL. The USAID designated representative for this IL will provide further requirements and instructions to the Grantee for any such training.

**(p) Contract Insurance Requirement**

The Grantee shall ensure that its contractors or subcontractors (a) provide, before commencing performance under any contracts or subcontracts funded under this Grant, such workers' compensation insurance or security as required by USAID, and (b) continue to maintain such insurance until performance is completed.

**(q) Prohibition on Assistance to Drug Traffickers**

- (a) USAID may terminate this IL or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.
- (b) USAID may terminate assistance to, or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.
- (c) For any loan over \$1000 made under the IL, the Grantee shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the Grantee if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.
- (d) Upon notice by USAID of a determination under section (a) and at USAID's option, the Grantee agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.
- (e) The Grantee agrees not to disburse, or sign documents committing the Grantee to disburse, funds to a sub-Grantee designated by USAID ("Designated Sub-Grantee") until advised by USAID that: (1) any United States Government review of the Designated Sub-Grantee and its key individuals has been completed; (2) any related certifications have been obtained; and (3) the assistance to the Designated Sub-Grantee has been approved.

**(r) Local Compensation Plan**

Many firms use the U.S. Embassy's Local Compensation plan as a basis for estimating local labor costs. This is based on the concept that the U.S. Embassy & USAID pay reasonable salaries. Both Position Classification and Compensation are applied to determine the reasonableness of an individual position's salary under the system used by USAID and the Embassy.

The following pay ranges reflect the approximate equivalent base salary paid by the U.S. Government. In addition to this salary, the employees receive benefits normally required under the Honduran Labor Law.

Grade	Basic Salary Per Year		Sample Employee Categories
	Lempiras	Dollars	
FSN 12	Lps 733.559,10 - Lps 1.247.046	\$ 35.233,38 - \$ 59,896.89	Senior Recognized Expert with Advanced Degree – rare
FSN 11	Lps 597.059,97 - Lps 1.014.995	\$ 28,677.3 - \$ 48,751.01	Advanced Degree Professional/Area Specialist
FSN 10	Lps 438.570,96 - Lps 745.562,99	\$ 21,064.89 - \$ 35,809.94	Project Management Specialist/Degree Professional/Most Senior Admin Staff/Accountant/Systems Manager for a large organization
FSN 09	Lps 309.740,97 - Lps 526.557,06	\$ 14,877.9 - \$ 25,290.92	Project Management Assistant/Accounting and Mid Range Systems Manager for a Small Organization
FSN 08	Lps 255.437,05 - Lps 434.237,02	\$ 12,268.83 - \$ 20,856.72	Computer Management Assistant/Junior Project Assistant/Cashier accounting staff
FSN 07	Lps 216.045,03 - Lps 367.276,98	\$ 10,376.80 - \$ 17,640.59	Senior Admin Assistant/Junior Accounting Tech
FSN 06	Lps 166.477,93 - Lps 283.006,09	\$ 7,996.06 - \$ 13,592.99	Secretary
FSN 05	Lps 147.304,98 - Lps 250.424,96	\$ 7,075.17 - \$ 12,028.10	Junior Secretary/Maintenance Tradesperson
FSN 04	Lps 130.657,98 - Lps 222.114,06	\$ 6,275.60 - \$ 10,668.30	Receptionist/Messenger
FSN 03	Lps 102.617,03 - Lps 174.440,91	\$ 4,928.77 - \$ 8,378.53	Driver
FSN 02	Lps 79.426,04 - Lps 135.026,02	\$ 3,814.89 - \$ 6,485.40	Janitor/Sweeper/Laborer
FSN 01	Lps 68.719,02 - Lps 116.815,06	\$ 3,300.62 - \$ 5,610.71	
Exchange Rate: Lps. 20,42 = \$1.00			

## **Section 6 Terms of Reference**

### **TERMS OF REFERENCE (ToR) Implementation of “Alianza para el Corredor Seco” Activity (ACS-USAID)**

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Acronyms used in this section

ACS	Alianza para el Corredor Seco
ADS	Automated Directives System
AIN-C	Atención Integral a la Niñez en la Comunidad
AOR	Agreement Officer Representative
BEO	Bureau Environmental Officer
CIP	Country Investment Plan
COP	Chief of Party
DCOP	Deputy Chief of Party
DQA	Data Quality Assessment
EA	Environmental Assessment
EMMP	Environmental Mitigation and Monitoring Plan
EMPR	Environmental Mitigation Plan and Report
FHIA	Foundation for Honduran Agriculture Investigation
FTF	Feed the Future
GAP	Good Agricultural Practices
GCC	Global Climate Change
GDP	Gross Domestic Product
GIS	Global Information System
GOH	Government of Honduras
HTA	Home Town Associations
ICE	Communication and Education Plan
IEE	Initial Environmental Examination
IFAD	International Fund for Agriculture Development
IFPRI	International Food Policy Research Institute
IHCAFE	Honduran Coffee Institute
IL	Implementation Letter
INE	Instituto Nacional de Estadísticas
INVEST-H	Inversión Estratégica de Honduras
LOP	Life of Project
M&E	Monitoring and Evaluation
M&M Plan	Mitigation and Monitoring Plan
MCC	Millennium Challenge Corporation
MCH	Maternal and Child Health
MEO	Mission Environmental Officer
mm	Millimeters
MOH	Ministry of Health
MOU	Memorandum of Understanding
MSME	Micro, Small Medium Enterprises
mz	Manzanas
NGO	Non-Governmental Organization
P4P	Purchase for Progress
PIRS	Performance Indicator Reference Sheets
PPP	Public-Private Partnerships
qq	Quintales
RCE	Request for Categorical Exclusion
RFP	Request for Proposals

## Section 6. Terms of Reference

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TBD	To be defined
TREA	Trilateral Renewable Energy activity
USAID	United States Agency For International Development
USG	United States Government
ZOI	Zone of Influence

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## Terms of Reference

### 1 Background

Under the Assistance Agreement No. 522-0470 signed between the Government of the Republic of Honduras (GOH) and the Government of the United States of America (USG), represented by the United States Agency for International Development (USAID) on September, 28, 2010, the GOH and USAID, signed the Implementation Letter (IL) No. 007 on January 9, 2014; the goal is to move rural Honduran households, in the Dry Corridor, out of extreme poverty and undernutrition by improving their incomes.

The Honduran Strategic Investment Office - INVEST-H (formerly known as the Millennium Challenge Account Honduras MCA-H) under the General Government Coordinator of the Presidency will be the project implementing agency. Under the terms of the IL 007, INVEST-H will administrate and manage the Activity.

This initiative will promote the implementation of an integrated package of technologies and services in the departments of La Paz, Intibucá, and Lempira, which will be henceforth referred to as USAID's Southern ZOI (SZOI)<sup>1</sup>.

USAID/Honduras oversees the Feed the Future Activity, ACCESO ([www.usaid-acceso.org](http://www.usaid-acceso.org)), which is scheduled to end in February 2015. ACS-USAID will enroll farmers and families that are being assisted by ACCESO that have not reached incomes above the official poverty line. The management plan, work plan, monitoring and evaluation plan will reflect the rapid incorporation of ACCESO beneficiaries. The Activity will be one of an integrated suite of investments<sup>2</sup> to decrease poverty and undernutrition in the Honduran Dry Corridor. ACS-USAID will also advance the USG Global Climate Change (GCC) Presidential Initiative.

Two key reference documents for this RFP are the 2011 Honduras Feed the Future Multi-Year Strategy (including its bibliography) and the GOH's Country Investment Plan (CIP) for the agricultural and food security sector. Refer to Annex I Applicable Documents for a complete list of all relevant analytical material.

The estimated cost for this procurement is USD \$40 million over five years, of which up to USD \$20 million will be set aside to scale up technologies that facilitate higher incomes and lower undernutrition. The GOH and USAID are jointly amending the referenced implementation letter under which this Activity is funded, to accommodate an increase in the total estimated commitment

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<sup>1</sup> USAID's whole Zone of Influence (ZOI) include six departments in Western Honduras, which are: La Paz, Intibucá, and Lempira (USAID's Southern ZOI (SZOI), and the departments of Ocotepeque, Copán and Santa Bárbara (USAID's Northern ZOI (NZOI)).

<sup>2</sup> On September 6, 2013, the GOH was awarded \$30 million from the Global Agriculture Food Security Program (GAFSP) to implement the ACS Activity. The GAFSP investment will fund agriculture and nutrition extension services identical to those in this Activity, but only in the portion of the Dry Corridor that lies outside of the declared SZOI. The Central American Bank for Economic Integration (CABEI) also plans to fund secondary and tertiary roads, and water systems throughout the Dry Corridor.

as well as other changes. Funding for this award is contingent on the successful amendment of this implementation letter between USAID and the GOH, among other factors.

The GOH, through INVEST-H, will select the winning offer, (henceforth referred to as the “Consultant”) based on the criteria specified in this RFP. The organizations submitting proposals under this RFP (henceforth referred to as “Consultants” and “Offerors”) may include as many sub-Consultants and other partners as necessary. If the winning prime offeror is a U.S. or international organization, local organizations<sup>3</sup> must play a significant role in implementation. This shall include, but is not limited to, non-governmental organizations (NGOs), private sector entities, farmers associations, universities, municipalities, “cajas rurales”, commercial banks, and community boards.

## **2 Objectives and scope of required services**

INVEST-H intends to award a five-year contract to support the following assistance objectives: (1) to lift 15,000 households out of extreme poverty (US\$ 1.81 per day/per capita); and (2) reduce stunting in children under five by 20 percent. The Consultant will offer an integrated, and well synchronized, package of household and community extension services and technologies utilizing sustainable strategies. The Consultant will deliver household and farmer level extension and nutrition services in Lempira, Intibucá and La Paz. The Consultant will set up field offices in each of these three Departments to carry out the extension and nutrition community and household level services.

According to the National Statistics Institute of Honduras (INE), the poverty level in 2013, or the cost of a basic package of goods for one person in rural Honduras, was US\$ 2.43 per day/per capita. For the GOH, a household with an income below US\$ 2.43 per day/per capita, but above US\$ 1.81 per day/per capita, is defined as poor, and a household whose income is below US\$ 1.81 per day/per capita is extremely poor. The international extreme poverty level used for Millennium Development Goal 1a regarding extreme poverty is US\$ 1.25 per day/person. The average size of a household in Western Honduras an estimated 5.6 members. Selection criteria for new client households include: (1) those living in poverty or extreme poverty as defined by the GOH; (2) households with undernourished children under two years old and/or pregnant women; and (3) new families that have the will, conditions, and assets to break out of poverty.

The Activity will assist at least 18,000 households<sup>4</sup> and it is expected that 15,000 of these will overcome extreme poverty (US\$ 1.81 per day/person), and 12,000 out of poverty (US\$ 2.43 per day per capita by the GOH). All 18,000 are expected to overcome the International extreme poverty level (US\$ 1.25 per capita).

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<sup>3</sup> “Local organizations” must: 1) Be organized under laws of Honduras; 2) have its principle place of business in Honduras; 3) be majority owned by Honduran citizens and 4) not be controlled by a foreign entity or individual.

<sup>4</sup> Households will typically start at below US\$ 0.90 and will climb a ladder of three income thresholds: the international extreme poverty level used for Millennium Development Goal 1a regarding extreme poverty (US\$1.25/day/person); the GOH extreme poverty level (US\$1.81 per day/person), and the highest income threshold of US\$2.43 per day/person which is the GOH poverty level.

The Consultant will serve two types of beneficiaries: (a) households that are new to FTF services; and (b) households that are continuing to receive FTF assistance. The Consultant will serve approximately 8,000 new FTF beneficiary households<sup>5</sup>. The average per capita baseline income for FTF household members in Western Honduras at the start of assistance has been about US\$ 0.89. It is estimated that new clients will have a similar average income. Hence, new households will have an average baseline per capita income of approximately US\$ 1.00 per day.

The Consultant will serve approximately 10,000<sup>6</sup> continuing beneficiaries who have been receiving FTF assistance through the ACCESO Activity. Many ACCESO household clients from the Departments of Intibucá, La Paz and Lempira that have not reached the US\$2.43 per day/person GOH poverty threshold, will continue to receive technical assistance by the ACS Activity and are included in outcome level targets.

The prevalence of malnutrition rates will define the focus territories for the nutrition activities which will cover all the territory of the SZOI.

## 2.1 ACS-USAID Guiding Implementation Strategies

The Consultant shall propose approaches to reach the outcomes and outputs in this statement of work to achieve the targets required.

- i. **Facilitate and structure private sector investment:** A market-based approach to eradicating extreme poverty will require a close partnership with the Honduran private sector. The most promising models to date of embedding services and strengthening local market systems involve private sector alliances. This trend is supported by increased attention worldwide to models of cost and risk sharing between private sector actors, the public sector, and donors. Offerors are encouraged to include private sector partnerships with clearly defined in kind and/or in cash contributions. Moreover private sector partnership that are currently in place under USAID's Feed the Future program must be transitioned into practice under this contract.
- ii. **Strengthen rural markets sustainably:** Enterprises and rural producers face a range of recurrent constraints and quality standards, volume requirements, pests, weather variations, etc. However, if the poor are to sustainably participate in and benefit from market opportunities, they require access to relationships, services, and information. Such relationships, services, and information have to be commercially viable if they are to be sustained. The Consultant will implement solutions that facilitate the commercial viability of goods and services to the poor, increase the self-expansion of markets and minimize subsidies that distort transactions and limit sustainability. Indeed, commercial viability extends beyond income generation inputs, but also into the provision of nutrition and water sanitation assistance, goods, and technologies. Capacity building and strengthening of organizations will be major elements in the ACS-USAID Activity. Capacity building

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<sup>5</sup> Final figures will depend on number of follow-up households from the ACCESO Activity.

<sup>6</sup> Final figures will depend on number of follow-up households from the ACCESO Activity.



applies to individual farmers, farmers' groups/organizations, and agrarian institutions and businesses, which support them.

- iii. **Build trust, demonstrate success, and then diversify crops:** Given the size of the plots of small farmers, basic grains are just not profitable nor viable to move farmers out of poverty. Switching to fruits and vegetables can quickly generate several times the revenue over traditional grains. However, there is a deep-seated culture of basic grains subsistence farming, and small farmers have very little capital to risk. Therefore, farmers cannot quickly shift from grains. Such a transformation requires longer-term assistance, built on solid trust, knowledge, and successes. An important lesson from FTF assistance to date is that poor farmers require longer and more intense technical assistance. Most farmers will require three years of assistance to reach target incomes levels, which are often two or three times the baseline levels. Hence, the universe of families needed to achieve the high level income outcomes must be recruited into the program during the first year to permit for the transformation from low density basic grains to higher value crops and other income generating activities.
- iv. **Promote profits, not subsistence:** Whether a family has a small vegetable plot or three hectares of broccoli *all farmers will be treated as clients and farming will be viewed as a business.* In addition to instilling a commercial orientation on the part of the farmer clients, all services provided under this contract will be 100 percent business like and results oriented. Technical assistance will not be stove-piped, limited to agriculture diversification, but will include, health and nutrition, and off-farm, rural income generation activities.
- v. **Reduce gender gaps:** Sustainability of food security outcomes rests of the involvement of both males and females. The Consultant will: 1) Strengthen the involvement of men and women in health and nutrition; 2) Increase the participation of women for the income generating activities. While many women, including heads of farming households<sup>7</sup>, do not self-identify as farmers, they are active in both subsistence and commercial production at critical, high labor demand points in the production cycle (e.g. planting, weeding, harvesting, and packing). Furthermore, women are excellent investments for food security. They are the primary decision-makers for health care, family investments, and daily purchases. In 2013, 20 percent of FTF-assisted growers were women, compared to 18 percent in 2012. In agriculture, there are opportunities for greater inclusion of women through technologies, and crops that best address women's constraints to greater farm participation. For example, FTF female farmers produced herbs, small-plot vegetables and their involvement increased with specific technologies such as drip irrigation and low-cost greenhouses. Greater earning power can also be achieved through off-farm activities, which have proven appealing to rural Honduran women. 3) Service provision that actively looks to serve other vulnerable populations such as people with disabilities and members of the

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<sup>7</sup> Note that the Consultant will work with the whole family – in both income generation and nutrition contexts. As such, the activity will have access through trainings and home visits to impart important messages regarding income, health, as well as gender based violence. Reporting will include information on: to what extent and how relevant gaps between males and females were closed; what new opportunities for women and men were created; what differential negative impacts on males/females (such as increasing the risk of gender-based violence) were addressed or avoided; and what needs and gender inequalities emerged or remain

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- lesbian, gay, bisexual, and transgender community. Within 90 days of mobilization, the Consultant shall submit the final version of the Strategy and Gender Plan to be approved by INVEST-H.
- vi. **Promote healthy homes:** Undernutrition has a direct impact on the cognitive development of children, contributing to reduced productivity in adulthood. Therefore, improving nutrition is an important strategy to increase productivity. The role of sanitation and hygiene is central for raising healthy children. Widespread fecal matter contamination contributes to diarrheal and other diseases, stunting the growth and sapping the productivity of the entire family. The Contract will not just focus on access to food and changing feeding practices, but will also improve the physical conditions of the home (household floors, access to clean drinking water, better cooking stoves, separating domestic animals from children, better management of pesticides, etc.) to improve sanitary conditions.
  - vii. **Promote local leadership and ownership:** Just as the FTF strategy is led and owned in part by the GOH through the CIP, local governments will play a key role in activity coordination and implementation.
  - viii. **Enable access to “smart” water management practices and technologies.** The availability of water resources in the Dry Corridor, is extremely seasonal because of patterns of the annual rainy season(s), and experience significant fluctuations not only in rainfall, but also in groundwater and surface water availability. What is necessary is a “smart” water management approach. The activity will develop a Master Water Management Plan - in close coordination with relevant GOH agencies and donors working in the Dry Corridor that identifies the water sources, and presents a plan to harvest and manage water resources sustainably. In addition this plan, this activity will incorporate aspects of water governance, management, conduction, transportation, factor in demographics and population density, as well as environmental sustainability, integrating water governance, payments systems, protecting and re-planting water generation areas. The Consultant will carry out this plan in a coordinated fashion with other ACS implementing entities that will lead to access to water for thousands of beneficiaries. Examples of technologies that will be promoted through ACS-USAID include water storage tanks, water harvesting systems, water conduction and distribution systems, supplementary irrigation water filters, chlorination, and water lifting equipment, among others. These activities shall include the establishment of community-based management and stewardship of the resources, including protection and management of water resources.

## 2.2 Scope of Intervention

### Purpose 1: Increased Inclusive Agriculture Sector Growth

Table No.1

<i>No.</i>	<i>Goal Indicators</i>	<i>Target</i>	<i>Units</i>
1	Number of rural households living in poverty moved above the poverty line (> US\$ 2.43 per day/per capita)	12,000	Households
2	Number of rural households living in extreme poverty moved above the extreme poverty line (> US\$ 1.81 per	15,000	Households

	day/per capita)		
3	Number of rural households living in poverty moved above the international poverty line (> US\$ 1.25 per day/per capita)	18,000	Households
4	Proportion of female participants in USG-assisted programs designed to increase access to productive economic resources	25%	Adult female participants
5.	Number of public-private partnerships (PPP) formed	30	PPP
6.	Value of new net income of participating rural farmers and MSME's	TBD	US\$ Millions

### **OUTPUT 1.1: Improved Agricultural Productivity**

This output integrates technical assistance associated with good agricultural practices with access to productivity-enhancing technologies. To transform small plots of land, irrigation and other technological inputs are necessary. Given climate change trends in already dry agronomic conditions.

#### **Inputs:**

#### **Provide training in Good Agricultural Practices (GAP) based on market requirements**

The Consultant should employ extension type technicians to provide advice, training, information, to extremely poor and poor households. The Consultant will be required to set up offices to base technical staff in each of the three key departments – Lempira, Intibucá and La Paz – where client households and farmers will be located. No large staff presence is necessary outside of the SZOI.

#### **Improve productivity and facilitate crop diversification through irrigation (All ZOI)**

An important constraint to the adoption of high value horticulture is access to water, as farmers are scattered, and the water must be brought over distances and steep terrain to the cropping land. Little data is available on water sources for irrigation or water harvesting for this purpose. Cost is a constraint to scaling up irrigation. Since drip irrigation requires an upfront investment, it must also be promoted with a commercial mindset. The success of this technology relies heavily in the capacity of the farmer to produce and sell profitably high value crops, therefore it must be accompanied by technical assistance in this output, and others. The offeror will propose an environmentally sound approach to scaling up irrigation for our clients that takes into account best sustainable water harvesting and management practices – including water governance, strengthen water boards, watershed management – in addition to facilitating access to water to client producers and their families. This includes partnering with municipalities and communities for cost share, construction and maintenance of the systems, payment systems, as well as partnering with equipment suppliers and other market actors. The Government of Honduras funds will be used for any construction of water harvesting, piping and conduction systems. USAID funds cannot be used for anything beyond light construction.

Scaling up irrigation systems will be carried out throughout the entire FTF ZOI. For the departments of the NZOI, Ocotepeque, Copan, and Santa Barbara, will be carried out in close coordination with the FTF funded contract – Mercado –to serve FTF clients.

#### **Leverage partnerships and research with universities in Honduras**

The Consultant will coordinate with Honduran research and educational institutions to innovate, disseminate, and apply new technologies and practices for crops grown by small-scale farmers.

### **Assist small producers improve coffee production**

The core of Consultant's assistance to coffee producers will be through GAP, as well as by helping farmers rebound from the recent leaf rust epidemic. Coffee plants that are not well maintained are typically those that are most sensitive to the coffee rust fungus, as well as other diseases. Private sector alliances with coffee buyers are also a part of the solution, and are described in the Improved Markets output narrative. The Consultant will work in close partnership with the Honduran Coffee Institute (IHCAFE) Honduras's coffee promotion agency.

**Table No. 2**

<b>No</b>	<b>Indicator Title</b>	<b>Targets LOP</b>	<b>Units</b>
1	Gross margin per hectare, animal or cage of selected product	100%	Percent per commodity
2	Number of farmers or MSMEs that have made conservation friendly changes in their practices	18,000	Farmer/MSMEs
3	Number of farmers and others who have applied new technologies or management practices as a result of ACS-USAID assistance	18,000	Farmer/MSMEs
4	Number of hectares of land under improved technologies or management practices as a result of ACS-USAID assistance	18,000	Hectares
5	Number of households that have successfully introduced higher value crops	15,000	Households
6.	Number of hectares with access to irrigation (all ZOI)	10,000	Hectares

### **OUTPUT 1.2: Improved Access to Markets**

To increase the links with the market, the Activity will assist producers and market intermediaries to establish marketing relationships. Offerors shall present their approach to accomplish the below targets through these inputs. Offerors are also free to propose and describe other inputs to achieve the targets for output 1.2.

#### **Inputs:**

#### **Promote and strengthen farmer organizations**

#### **Develop long-term business alliances and relationships**

The Consultant will facilitate new and improved win-win relationships between buyers and sellers to facilitate greater market access.

#### **Embed technical assistance**

The Consultant will seek to encourage the private sector actors – buyers, input suppliers, etc. to embed services into the cost/financing of a product of service.

### **Invest in brokers with a long-term vision**

The Consultant will build the capacity of brokers to play a more transformative role with small farmers.

### **Facilitate business development services**

The Consultant will work closely with input and service providers so that small farmers and rural MSMEs will have greater access to inputs, technologies, financial services, and market information that will facilitate business expansion.

### **Tap regional market opportunities**

With the on-going process of regional integration, the promotion of regional trade between neighboring countries is one strategy in a set of measures to enhance food security. Regional trade can contribute to food availability, accessibility and stability.

**Table No. 3**

<b>No.</b>	<b>Indicator Title</b>	<b>Targets</b>	<b>Units</b>
1	Value of incremental sales (collected at farm and firm level) attributed to FTF implementation	40.00	US\$ Million
2	Number of brokers providing market linkages to MSMEs	100	Brokers
3	Number of MSMEs accessing new market opportunities	10,000	MSMEs
4	Number of MSMEs that have entered into a contract agreement	1,500	MSMEs
5	Number of organizations/companies providing business development/extension services to MSMEs	100	Organizations / companies
6	Number of MSMEs, including farmers, receiving business development services from ACS-USAID assisted sources	5,000	MSMEs

## **OUTPUT 1.3: Increased Investment in Agriculture and Employment Opportunities**

### **Diversify incomes through off farm microenterprise activities**

Interventions included assistance to producer groups in design, marketing, quality control and accounting, linkages to buyers, etc. Short term, seasonal, and agricultural jobs (such as coffee collection and processing) are often critical for incomes and will be counted toward the jobs targets. Support to processors of agriculture products and other small and medium size businesses can also generate off-farm employment. The Consultant shall assist food insecure families, with special emphasis on women-headed households to increase their incomes from multiple sources, including through small business ventures, such as, but not limited to, carpentry, preparing plantain chips, selling tortillas, production, retailing honey, selling baked goods, etc. These activities, in most cases, are not sufficient to lift a family out of poverty; however, these activities add to, and diversify, household income. A recent climate change vulnerability assessment determined that diversifying into non-agriculture activities would further assist poor families build resilience to incremental climate changes and shocks. The Consultant will also carry out market analysis to identify other off-farm market opportunities.

### **Increase employment opportunities for the poor in new or expanded private sector business ventures and MSMEs**

Small family businesses and other businesses with employment potential will be supported through a menu of services, including planning, accounting, finance, marketing and sales, transportation and operations, etc. The Consultant will also assist rural agricultural enterprises that have potential to grow, buy from small producers, deliver market services, and generate employment. Some of these are capable of providing embedded services such as staggered production schedules, information and inputs to control diseases and pests, product collection and transportation, packing, postharvest management, processing, transportation, etc. The consultant will collaborate with such small, medium, and large enterprises that seek to grow through the inclusion of small producers. The Targeted technical assistance and training may include but not limited to supply chain management, logistics, finance, tracing, quality standards (i.e. organic), marketing, etc. To the extent possible, the Consultant will link and leverage local service providers, rather than deliver these services directly. The Consultant will also help selected enterprises to develop sufficient capacity to collect, analyze, and use market information to take advantage of existing and new market opportunities. This input will result in increased investment, the provision of embedded services, and rural jobs. Assistance to enterprises will be sourced locally to the extent possible.

Table No. 4

<i>No.</i>	<i>Description</i>	<i>Target</i>	<i>Unit</i>
1	Number of new jobs attributed to ACS-USAID implementation <sup>8</sup>	5,000	FTEs (Full-Time Equivalent)
2	Value of new private sector investment in the agriculture sector or food chain leveraged by ACS-USAID implementation <sup>9</sup>	10.00	US\$ Million

#### **OUTPUT 1.4: Improved Access to Sound and Affordable Financial and Risk Management**

The Consultant will work within our pool of clients to identify sources of financial services, taking into consideration the special limitations and cultural traditions that limit women's access to financial services. Microinsurance and savings products will be developed through the parallel USAID FTF Activity Mercado. The Consultant will work closely with the Mercado implementer to tailor these financial products and services to the needs of the clients in the SZOI.

#### **Inputs:**

##### **Promote financial literacy**

The Consultant will develop an adequate "financial literacy" education program to encourage savings for re-investment, and access sources of financing for household investments that increase

<sup>8</sup> For the purpose of this activity, jobs are not the end, but rather a means of generating income to lift families out of poverty. Jobs are all types of employment opportunities facilitated assisted rural farming and non-farm MSMEs (including paid on-farm employment). Only jobs lasting more than one continuous month or more than 60 full days per year will be counted in order to emphasize that jobs should provide a significant improvement in household income. The method of calculation is: the number of person days will be converted to FTEs at a rate of 260 days/year for each FTE eg. a job that lasts 130 days in a year will be counted as 0.5 FTE. A representative sample of household clients and businesses will be surveyed annually to determine each year's results.

<sup>9</sup> This indicator refers to the amount of US dollars mobilized annually from the households, businesses, as a result of ACS-USAID programs to be invested in assets that advance income and nutrition goals.

income and family health. For example, the Consultant will provide training in record keeping and loan applications for client families that are critical for securing and maintaining debt, as well as generally managing farm and off-farm small enterprises.

### **Promote financing through non-traditional lenders**

The Consultant will develop alliances with input and equipment service providers, leasing institutions, buyers, etc., helping them to offer products and services that meet the cash flow constraints of small farmers with financial service. This includes credit for inputs fertilizers, pesticides, seeds, irrigation systems, green houses, water pumps, solar dryers, etc. The Consultant will leverage the GOH and the International Fund for Agriculture Development (IFAD) initiative called “Pro-Lenca,” as well as the World Bank/GOH agriculture finance program called COMRURAL. The Consultant will leverage capital in such a way as to minimize market distortions – enterprises capitalizing on concessional prices for credit.

### **Leverage remittances for income generating and for household and community improvement.**

The Consultant will incentivize community and enterprise investments through remittances. Illustrative activities include alliances with local financial institutions (such as “cajas rurales,” microfinance institutions, money transfer organizations, banks, etc) to create financial products/services to invest in MSME activities, agriculture and home improvements that reduce under nutrition (such as but not limited to: connections to potable water and covered kitchen floors); new MSME or Ag. investments (Outputs 1.1-1.3), or other activities that reduce poverty and/or under nutrition.

**Table No.5**

<b>No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>
1.	Value of Agricultural and Rural Loans	8.00	US\$ Million
2.	Value of Agricultural and Rural Loans at 90 days PAR*	TBD	
3.	Number of MSMEs, including farmers, receiving ACS-USAID assistance to access loans	5,000	MSMEs/Farmer
4.	Value of remittances leveraged for economic and small enterprise activities, or household/community infrastructure that improve sanitary conditions	4.00	US\$ Million
5.	Number of people with a savings account as a result of ACS-USAID assistance	5,000	People

\*Portfolio at risk

## **Purpose 2: Improved Nutritional Status, Especially for Women and Children**

This Activity will build on existing, evidence-based interventions in community child health and nutrition models that have been shown to prevent and adequately address undernutrition during the first 1,000 days of life. In order to reach the higher-level target of reducing malnutrition rates by at least 20 percent in the SZOI, the ACS-USAID Activity shall focus on communities with higher levels of undernutrition. This will include promotion of both women and men involvement in nutrition education and behavior change efforts at the community and household levels. There will be a greater emphasis on strengthening the quality of these services and creating an effective service delivery continuum from the community to the clinical level.

Additionally, special focus will be given to sustained improvements in water supply and sanitation. Most households located outside of the center of the municipalities do not have access to clean water.

**Table No. 6**

<b>No</b>	<b>Goal Indicators</b>	<b>Target</b>	<b>Units</b>
1	Prevalence of stunted children under five years of age in the SZOI	-20%	% reduction from baseline
2	Prevalence of underweight children under five years of age in the SZOI	-20%	% reduction from baseline

### **OUTPUT 2.1: Improved Access to Diverse and Quality Food and Nutrition Related Behaviors**

#### **Inputs:**

#### **Improve food consumption awareness and change behaviors**

The Consultant will support a range of activities including: monthly child growth monitoring; counseling, education and activities to improve food consumption in terms of quality, quantity and variety of the diet; counseling and education to improve maternal diets; improving nutrition during pregnancy (to reduce the incidence of low birth weight); promotion of exclusive breastfeeding for the first 6 months; promotion of infant and young child feeding practices (improving weaning practices for children aged 6-18 months using nutritious and locally available foods); promotion of use of fortified staple foods; management of common childhood diseases; involvement of men and other care givers in nutrition and maternal and child health; and counseling on the benefits of birth spacing.

#### **Leverage agriculture diversification for improved diets**

The Consultant will introduce homegrown high nutrient produce for sale, as well as for consumption. Even with some homes that have transitioned to growing higher value horticulture, these fruits and vegetables are not always for personal consumption, preferring corn, beans, chips and soda. Targeting children under the age of five, the Consultant will develop strategies to integrate these vitamin and mineral rich foods in their diet.

#### **Training on best feeding practices**

The Consultant will target women, especially during childbearing age and the period of pregnancy,



improve breastfeeding practices for children under six months, and enhance complementary feeding for children from six months until two years old. Training will focus on instructions for inclusion of different types of foods and frequency and quantity of feedings in a daily diet according to the age of the child. The Consultant should include hands on demonstrations of hygiene practices and cooking lessons showing how locally available, but rarely used, ingredients can be included. For example, incorporating vegetables into tortillas and rice to increase the consumption of iron and vitamins.

**Table No 7**

<b>No.</b>	<b>Description</b>	<b>Target</b>	<b>Unit</b>
1	Percent of children 6-23 months that have received a minimum acceptable diet	20%	% increase over baseline
2	Prevalence of exclusive breastfeeding of children under 6 months	20%	% increase over baseline
3	Prevalence of children with low growth patterns	30 %	% decrease over baseline
4.	Number of fewer underweight children less than two years old	5,000	# decrease

### **OUTPUT 2.2: Improved Sanitation and Hygiene**

In poor communities of Honduras, low weight and poor growth are caused in part by the living conditions as well as a poor diet. Many extremely poor families live in houses with dirt floors, no windows, kitchens without indoor water and traditional stoves, resulting in excessive smoke, poor hygiene practices and an unhealthy environment. Small children living in these conditions are recurrently affected by acute respiratory infections and diarrhea, which hinders their weight gain and growth. Improvements made through the below three inputs provide the basic sanitary conditions necessary for diet diversification to take hold and improve infant, mother, and child health. Involvement of both women and men is critical to support the behavior changes needed.

#### **Inputs:**

##### **Improve community water supply and sanitation**

To increase and improve access to potable water supply and sanitation services, the Consultant will facilitate water and sanitation improvements, through a community-based model. Water supply and sanitation in rural Honduras is characterized by poor service quality and efficiency. Most households located outside of the center of municipalities do not have access to clean water. This is partially due to the fact that more than 50 percent of all water supply systems in rural areas are now obsolete.

##### **Promote sanitary homes**

The Consultant will facilitate the improvement of homes and sanitation conditions, including: new and improved latrines, access to clean water, and providing educational support to ensure use and maintenance of new facilities; installing covered floors, improving walls and roofing; and promoting personal and domestic hygiene. The Consultant will help homeowners, health promoters, and community members to carry out and sustain these home improvements. A targeted household visit program must be developed to train, change and ensure that both women and men are applying the improved practices. The Consultant will also incorporate farm safety and integrated pest management trainings to ensure proper application/storage/disposal of pesticides.

##### **Reduce smoke emission in the house**

The Consultant will work with the network of community health and nutrition volunteers to help to

reduce the emission of smoke inside the house to reduce respiratory diseases particularly for women and children. This can be achieved through the utilization of more efficient eco-stoves that generate less smoke emission and utilize less amount of firewood.

Table No. 8

<i>No.</i>	<i>Description</i>	<i>Target</i>	<i>Unit</i>
1	Number of households with improved sanitary conditions	8,000	Households
2	Percent of children under age 5 who had diarrhea in the prior two weeks	-25	% decrease over baseline
3	Percent of population using an improved drinking water source	TBD	% increase over baseline

### **OUTPUT 2.3: Improved Utilization of Maternal and Child Health (MCH) and Nutrition Services**

To realize the greatest impact in nutrition interventions, sustainable, evidence-based quality improvement models will be implemented. These will ensure proper training of community health workers and volunteers in all areas related to nutrition. Investments will also be made in effective referral and counter-referral systems, analysis of community-level data for decision-making, and development and implementation of monitoring and supportive supervision systems for health workers and volunteers, and the procurement of basic monitoring equipment. This shall be done in close coordination with the MOH, decentralized service providers and other health service delivery organization in the area.

#### **Inputs:**

##### **Train health workers and volunteers.**

The Consultant will train community health workers and volunteers in all aspects of nutritional counseling and child weight monitoring. In addition to trainings, community level nutrition interventions will be developed. In communities where the Consultant is unable to identify existing health workers and volunteers, community members will be selected and trained to perform these functions. Where possible, the Consultant will promote men as health volunteers.

##### **Strengthen referral & counter referral systems.**

The Consultant will train community health workers and volunteers in proper referral and counter referral according to a case-by-case analysis. The Activity will coordinate with MOH health centers for the improvement of system and user satisfaction. Community level data will be analyzed and used to improve the referral and counter referral systems that exist between the community health centers and volunteers.

##### **Strengthening implementation of counseling and follow up of undernourished children.**

The Consultant will train current and former AIN-C health volunteers on how to provide an effective counseling to parents and/or caretakers of children with nutrition issues. They will be trained on how to determine why the child may be undernourished (lack of food, improper sanitation practices, frequent diarrheal illnesses, etc.) and how to work with the parents to resolve these issues. Health workers and volunteers will also be trained on the importance of home visits to gain a more

comprehensive view for how the family's home life, which may play a role in the child's nutrition status. If no AIN-C volunteer is available in the selected communities with high undernutrition, a health promoter will be trained and equipped to carry out the same functions within the GOH child health system.

**Table No. 9**

<b>No.</b>	<b>Description</b>	<b>Target</b>	<b>Unit</b>
1	Number of people trained in child health and nutrition through ACS-USAID supported programs	2,000	People trained
2	Prevalence of anemia among women of reproductive age	-6%	% reduction from baseline
3	Prevalence of anemia among children 6-59 months	-10%	% reduction from baseline
4	Percent of children with pneumonia taken to appropriate care	25%	% increase over baseline
5	Percent of children under five years old with diarrhea treated with Oral Rehydration Therapy (ORT)	25%	% increase over baseline
6	Percentage of children less than two years old with two consecutive monthly measurements under the 2nd percentile	TBD	%
7	Number of children under five reached by ACS-USAID supported nutrition programs	10,000	Number of children

### **3. Grants to scale up technology under contract**

Grants will facilitate greater market efficiency and inclusion, and not distort markets, or the market orientation of rural producers. Whenever possible, the Consultant will link existing suppliers with buyers. Many of the poorest are used to receiving handouts.

Grants will be critical to share the risks associated with fixed costs for equipment – particularly new and existing technologies that will increase production and the competitiveness of producers. However, small grants will be utilized when there is a demonstrated willingness to change and improve practices that facilitate sustainable Activity outcomes. For example, by sharing fixed costs, grants can be used to kick start a new business venture or for the introduction of a new crop or technology that has the potential to significantly reduce poverty. However, grants will not be used repeatedly for the same purpose. Rather, they will be used to stimulate a sustainable market response. Savings and financing are the preferred mechanisms to pay for on and off-farm investments. Grants can be used in component two to improve household water and sanitation systems in target communities, with co-funding and a realistic maintenance plan. Before the distribution of any grants, the Consultant shall secure approval by INVEST-H and USAID for a Grants Instruction Manual that meets USAID regulations, including USAID guidelines to integrate gender equity.

All small grants must be linked directly to the achievement of the programs objectives in a clear and demonstrable manner. All small grant proposals must be approved by the ACS Director in

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consultation with USAID. The Consultant is required to comply with all grants-under contract regulations, including the development of a small grants mechanism procedures manual.

The Consultant could give technical assistance and limited financing to leverage utilization of remittances, small grants and other Activities for improved access to potable water; latrines and hand-washing basins; low-tech improvement of kitchen floors and roofs and installation of improved stoves at the household level and in local schools. Grants may co-finance activities defined under municipal development plans as long as there is commitment and other significant counter-investment.

#### **4. Key Partners and cross cutting factors**

##### **4.1 Local Implementation Partners**

The Consultant must use of relationships with local partners, including civil society (faith-based organizations, indigenous organizations, professional and sector associations, NGOs, community and water user associations, etc.) as well as the private sector, with proven experience working with market- led agricultural development and nutrition.

Achieving outcomes will require as much of the ground, decentralized, and community-level implementation as possible. Implementation will occur under a framework of expected results managed by the Consultant.

##### **4.2 Non Proprietary Use of National Sub-Partners**

INVEST-H seeks to involve and strengthen Honduran organizations to the greatest extent possible, and achieve a level playing field for all offerors. Given the limited number of partners in Honduras, where only a handful of local organizations may have an existing presence in the targeted geographic region, no local Honduran organizations (public, NGO, or private) will be considered a proprietary part of any offerors' proposal. Any potential local Honduran sub-partner may appear on as many prime offerors' proposals as it chooses. Local Honduran organizations may also submit proposals as the prime offeror, but just like other prime offerors, cannot include other local Honduran organizations as a proprietary/exclusive part of the proposal. International organizations – NGO, private, public– operating in Honduras may elect any type of arrangement – prime/sub, exclusive/non-exclusive – that they choose.

##### **4.3 Relationship with other ACS Investors**

On September 6, 2013, the GOH was awarded \$30 million from the Global Agriculture Food Security Program (GAFSP) to implement the ACS Activity. The GAFSP investment will fund agriculture and nutrition extension services identical to those in this Activity, but only in the portion of the *Corredor Seco* that lies outside of the declared FTF ZOI (Valle, Choluteca, lower Francisco Morazán, and El Paraíso). The Central American Bank for Economic Integration (CABEI) also plans to fund secondary and tertiary roads throughout the Corredor Seco. GOH has also pledged \$40 million towards achieving ACS goals, of which \$10-15 million is committed to implement water access and healthy household elements of this contract. Total estimated funding for the whole ACS initiative is over \$100 million. The entire ACS initiative aims to lift 50,000

families (more than 280,000 people) out of extreme poverty.

#### **4.4 Environmental Requirements**

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/who-we-are/agency-policy>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

The Contractor's environmental compliance and obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

1b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.").

2) An IEE (set forth in Appendix III of the IL 007) has been approved for the Activity funding this RFP. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation.

As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Agreement Officer Representative (AOR) and Mission Environmental Officer (MEO) or Bureau Environmental Officer (BEO), as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

4b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

4c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor shall:

5a) Unless the approved Regulation 216 documentation contains a complete Environmental

Mitigation and Monitoring Plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor shall prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

5b) Integrate a completed EMMP or M&M Plan into the initial work plan.

5c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

6a) Cost and technical proposals must reflect IEE or EA preparation costs and approaches.

6b) The Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.

6c) If an IEE, as developed by the contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor will be required to develop and submit an EA addressing these activities.

8a) USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to this RFP should therefore include as part of their proposal their approach to achieving environmental compliance and management, to include:

8b) The respondent's approach to developing and implementing an IEE or EA or environmental review process for a grant fund and/or an EMMP or M&M Plan.

8c) The respondent's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

8d) The respondent's illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

#### **4.5 Gender Inclusion Requirements**

In order to promote the empowerment of women and gender equality, the Consultant will implement the Gender Strategy and Plan (See Annex I Applicable Documents) to ensure the activity benefits both men and women. This will include, but is not limited to, the following guidelines:

1. Increase women's access to services, assets or resources promoted by the Activity and achieves their economic empowerment, through technical training activities to improve their knowledge to conduct productive projects. Implement actions to improve their health and nutrition, giving priority to women heads of households, pregnant women and nursing infants.
2. Achieve the institutionalization of gender focus, from the planning process through the process of implementation, monitoring and systematization of projects to undertake, and provide capacity building in technical staff of the program (implementers in the field).
3. Sensitize women and men members of producer organization on themes related to gender and human rights, to gradually transform their negative perceptions, culture and practices that results in inequality, discrimination and violence against women.
4. Raise awareness and support in housemates, family members, group project and other local, regional authorities and community organizations, among others performing activities with women.
5. Increase the participation of women in the actions or activities through the strengthening of women organizations, increasing their participation in mixed organizations and promoting leadership and representative positions by women within these organizations.

6. Establish strategic partnerships to support women's groups.
7. Promote knowledge of gender-based violence in means to reduce it.

Furthermore, based on the Gender Strategy and Plan, the Consultant must propose how to track progress towards gender equality, women's empowerment, and the reduction of gender-based violence and constraints in the expected results section by proposing relevant gender-sensitive indicators. Under this Contract, data collection and analysis will be disaggregated by sex, and gender specific indicators with targets shall be included in alignment with USAID.

#### **4.6 Disability Issues**

The Consultant will discuss activity disability issues, if any, in the background/problem analysis section in the proposal that will be submitted to INVEST-H. In addition, as part of the program description, the Consultant must describe how a climate of nondiscrimination against people with disabilities will be fostered, and how the inclusion of people with disabilities under the activity will be considered and accommodated, as appropriate.

#### **4.7 Sustainability Considerations**

Under most circumstances, activity outcomes are expected to be sustainable, meaning they continue or evolve under their own momentum or actions, without continued donor intervention. Sustainability is achieved when host country partners and beneficiaries are empowered to take ownership of development processes, including but not limited to financing and maintaining Activity results and impacts beyond the life of the activity. ACS activities are mandated to analyze key sustainability issues and considerations around a host of issues including economic, financial, social soundness, cultural, institutional capacity, political economy, technical/sectorial, and environmental. As a result of this analysis, interventions that promote sustainable outcomes should be incorporated into activity design.

To comply with this mandate, the requests for proposal for sub-awards and sub-contracts shall be in line with a sustainability strategy. This sustainability strategy shall include interventions that promote sustainability such as: 1) Exit strategies; 2) A review of the financial costs, recurrent costs, and maintenance capability and costs of the Activity (if applicable), as well as strategies to ensure that future revenues will be adequate to finance activity interventions beyond the life of the Activity; 3) Definition of the degree of sustainability that is considered essential for the success of the Activity; 4) Listing and definition of the sustainability objectives of the Activity or sub activity Components; 5) Objective monitoring indicators for sustainability; and 6) Description of how the activity intends to meet these objectives. The strategy shall pay close attention to each critical actors' motivation, capacity, and resources by the end of the activity. INVEST-H will approve the sustainability strategy.

For subsistence farmers, the Consultant will provide the knowledge, access to information, skills, and access to inputs needed to increase incomes above the poverty line, and sustain this income level. As living on the poverty line is not sustainable, ACS-USAID will also work toward a pro-poor market system that facilitates continued growth. The Consultant will seek to embed market services – information, linkages, skills, and relationships – into the private sector to the greatest extent possible. In all aspects of ACS-USAID, there will be no handouts. Rather, the Activity will take a facilitation approach, preferring to link existing suppliers with producers, rather than direct provision of inputs.

Moreover, nutrition and water sanitation activities will add to the sustainability of incomes, as less effort and resources will be spent on care for sick children, permitting greater productivity. Nutrition and sanitation activities will leave sustainable local services, as well as promote appropriate technologies and services.

Sustainability issues are addressed as below:

- (a) Institutional sustainability. Even though it is likely the main implementation work will be carried out by a Consultant, the Activity design includes institutional strengthening activities at different levels, particularly related to the M&E activity.
- (b) Household and community resilience. The Activity incorporates important support for building resilience in communities and improving absorptive capacity (ability to minimize exposure to shocks and stresses and recover quickly); adaptive capacity (making proactive and informed choices about alternative livelihood strategies based on changing conditions); and transformative capacity (governance mechanisms, policies, infrastructure, community networks and social protection mechanisms that are part of the wider system in which communities are embedded).
- (c) Environmental sustainability. Given the dependence of most rural communities in the Dry Corridor to a limited/deteriorated natural resource base, environmental sustainability of the livelihoods is critical to the longer-term maintenance of household income and asset streams.
- (d) Activity performance. Performance in meeting Activity goals, timelines and budgets significantly affects post-Activity sustainability. For instance, fostering participatory approaches and strengthening the capacity of stakeholders to plan and manage future actions can help ensure that interventions have a lasting impact on the vulnerable communities they serve.
- (e) Economic/Financial component viability. This issue refers to the economic and financial profitability of Activity-induced products and services. Through the agriculture input credit schemes, the Activity will make a concerted effort to collaborate with input suppliers to ensure market sustainability.

#### 4.8 Linkages between Other Activities

ACS-USAID will be one of a suite of investments to reduce poverty and undernutrition respectively by 20 percent in the whole ACS ZOI. Until recently, USAID has invested in just one major activity (ACCESO). However, this Activity will end in February 2015. Existing and future activities, their linkages, and coordination mechanisms are described below. The consultant will have to make feasible linkages with but no limited to: existing FTF investments, GOH lead activities<sup>10</sup>, municipal led activities, specific donor interventions, among others. The Consultant shall coordinate with these other activities to achieve synergy and avoid duplication of efforts. An example of such bilateral activities and linkages is presented below:

**Table 10. Bilateral Activities and Linkages**

<i><b>Activity</b></i>	<i><b>Linkages</b></i>

<sup>10</sup> This includes Vida Mejor, School Lunch Programs, Pro Lenca, etc.



<p><i>ACCESO</i> 2/11-2/15 <i>Outcome: 30,000 households lifted out of poverty, undernutrition reduced by 20% in target communities</i></p>	<p>Demonstrates success in terms of better practices and investments in the farm and the household, increases incomes and reduces undernutrition. However, due to coffee rust, low coffee prices, and poorer than anticipated farmers, ACCESO is not on target to reach the income target for 30,000 households. ACCESO phases out as Alianza para el Corredor Seco and MERCADO ramp up, taking on ACCESO's poverty reduction activities in the Zone of Influence.</p>
<p><i>MERCADO</i> 2014-2019 <i>Outcome: 15,000 households lifted out of poverty, and undernutrition reduced by 20% in USAID's Northern ZOI</i></p>	<p>Will overlap with ACCESO for a short period. Enrolls FTF households from ACCESO that are on the path to reaching the poverty line, and beyond. Takes on household level agriculture and nutrition extension services for the Northern ZOI.</p>
<p><i>Builds more sustainable rural market systems throughout the whole ZOI –financial and risk services, Anchor/lead Firms and key municipalities generate jobs and investment throughout ZOI, etc.</i></p>	
<p><i>Alianza para el Corredor Seco</i> 10/14-10/19 <i>Outcome: 12,000 households lifted out of poverty and undernutrition reduced by 20% in USAID's Southern ZOI</i></p>	<p>This activity will take on income generation and undernutrition activities for client households in the Southern Departments of the ZOI (La Paz, Intibucá, and Lempira). CABEI will finance secondary and tertiary road infrastructure in the Southern ZOI.</p>
<p><i>Trilateral Renewable Energy Activity (TREA) Outcome: 10,000 poor households provided access to clean/renewable energy</i> <i>Implementing mechanisms: 1/131/15 University of Florida</i> <i>1/141/19 Fondo Hondureño de Inversión Social</i></p>	<p>USAID is working with the University of Florida to enable households to access renewable/clean energy that will add to greater productivity for farmers, and/or provide health benefits that contribute to reduce stunting. Activities will be FTF beneficiary households and communities. Activities will continue to be implemented in close coordination with MERCADO and Alianza para el Corredor Seco</p>
<p><i>USDA Interagency Agreement Promoting Food Security and Trade Integration Through SPS Agriculture-Related Capacity Building</i> <i>Outcome: SPS and agriculture market systems capacity of the GOH enhanced</i></p>	<p>Improve regional agricultural market information systems so that farmers, brokers, and other stakeholders can monitor and inform agriculture markets. Train SENASA technicians in the adaption of SPS systems to better facilitate trade in agriculture markets.</p>

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## 5. Monitoring and Evaluation

M&E is essential for a results-based approach to program management. Measuring progress and evaluating activities and strategies to meet ACS's ambitious goals – (1) lifting 12,000 families above poverty and (2) reducing stunting of children under five by 20% in the ACS-USAID ZOI – is central to Activity success. Therefore, the Consultant will be committed to rigorous monitoring and evaluation.

The Consultant shall:

1. Review, adjust and validate the results framework for the USAID-ACS. Offerors may modify inputs of the Statement of Work, as long as the interventions lead to meeting, or exceeding, the top-level outcomes, unless there is evidence to support the revision of the top-level outcomes and goals.
2. Put in place a robust Monitoring and Evaluation Plan (M&E Plan). Data will be collected for standard and customized indicators to regularly track whether the desired results are occurring, and whether performance is on target. The M&E Plan will include, but not limited to: baseline data, along with associated end-of-program targets, intermediary performance measures, means of verification, and data source and collection methodologies for each indicator. The Consultant will be responsible for data collection using qualitative and quantitative methods to obtain reliable and high quality data as evidence of program activities and outputs. The Consultant must track the differential impacts on male and female participants in all activities, include gender sensitive indicators, and include plans to monitor the proposed inputs.
3. The Consultant will establish and maintain an appropriate database management system to store, retrieve and manage all collected data. INVEST-H and USAID will have access to the database (and reports from the system) at any time without any particular or special request. All datasets delivered to INVEST-H must be accompanied by completed documentation (metadata / data definitions), including personal and geographic identifiers, and will be designed to be compliant with international standards, enabling compatibility with various data archiving systems to facilitate analysis.
4. Data must arrive to INVEST-H preferably on real-time data feeds. At the latest, data must be available to INVEST-H within one week from any update (i.e. if a technician collects data on a post-harvest form, preferably this data must be available to INVEST-H that same day or at maximum within one week). INVEST-H pretends to establish a stream data warehouse, or real-time data warehouse, attempting to load new data feeds as they arrive so that applications that depend on the data can take immediate action (for instance, scorecards, data quality algorithms).
5. The Consultant must specify the platform (hardware, software, structure) of the system upon which will construct and implement the database. This platform will be approved by INVEST-H.
6. Data will be collected for every single beneficiary of the Activity and shall be georeferenced. All data will be stored, transferred, analyzed and disseminated in a way that protects subjects. All personal and geographic identifiers will be omitted from public use data files.
7. The Consultant will establish linkages with implementers of other programs and Activities, (including GoH's institutions, NGOs, local stakeholders etc.) in the ZOI, so that it has access to data of other ongoing interventions in order to avoid duplicity of efforts and reach agreements to complement resources. This data will be available for INVEST-H and USAID for planning and evaluation purposes.
8. The design of the database will be approved by INVEST-H and is anticipated that at a

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minimum the following information would be collected for each beneficiary:

- Basic socioeconomic data (on beneficiary and family)
- Membership in cooperatives of farmers associations
- Area planted by crop type and date
- Costs and investments undertaken
- Credit accessed, including source and terms of credit
- Type, quantity and price of products that have been sold and value of sales
- Type of assistance by the ACS (agriculture/economic growth and health and nutrition integration)
- Soil management conservation practices implemented
- GAP applied
- Geographic identifiers (farm and household)
- Any assistance received from other programs/Activities

For the Health and Nutrition Component, the Consultant will register data at Health Community Center level, as well as at household level. Database shall be compatible with INVEST-H and USAID systems.

9. The Consultant will have adequate means of verification of every activity performed in the field, which may include but not limited to: signed written records (post-harvest forms), photos, videos, etc. All means of verification must be readily available for INVEST-H and must be properly linked to each corresponding database record.
10. The Consultant Inception Report will include: revised work plan, revision of potential areas where it may recruit clients and farmer selection criteria/system.
11. Cooperate with third-party impact evaluation. The Consultant will not be responsible for third party monitoring. However, the Consultant will cooperate fully with third party impact evaluation. While monitoring results through indicators is an important piece of managing performance, impact evaluations are needed to thoroughly understand the changes resulting from the inputs. Specifically, data collected through activity monitoring will track progress and changes in indicators. However, a third party impact evaluation will explore if, how, and to what extent, FTF programs are causing those changes. This understanding will inform future program strategies, enabling a feedback loop that is a critical for sustainable, results-based management. IFPRI currently provides impact evaluation services to USAID/Honduras's FTF project.
12. Finalize baseline data early. The Consultant will be responsible for establishing a baseline for activity interventions. The Consultant will use this data, and collect/validate/modify other data sets as necessary, and have the necessary baseline data for all indicators (standard and custom) by 180 days after mobilization. This baseline will be used as a reference for both the performance monitoring and impact evaluation. For the third party impact evaluation, recent household data collected by IFPRI to measure the impact of FTF investments will be used in establishing the baseline, and is expected to continue for this Activity.
13. Build capacity and share lessons. The monitoring and evaluation process will be considered an important institutional learning opportunity. On one side, the M&E process will provide new information which will support improvements in future programming through the understanding on effectiveness on achieving the desired change, what worked (or not) and why this happened. The Consultant will share data and knowledge with key Honduran institutions (such as Ministry of Agriculture (SAG), Ministry of Health, Ministry of the Presidency/UTSAN, INVEST-H and INE) to strengthen their capacity on program monitoring and evaluation, decision-making processes, policy and program design. Data and information generated will be a valuable contribution to the statistical information of Honduras, particularly

in regards to poverty, health, and agricultural production. Case studies and Success stories will be a central part of this process. The Consultant, in close coordination with INVEST-H, will hold yearly knowledge sharing fairs; the magnitude and scope of these will be discussed at the moment of award.

14. The Consultant will encourage the signing of agreements with local media outlets to promote educational messages and Activity results. The consultant is also expected to build a stakeholder database that will be available to INVEST-H through an Intranet. For this purpose, the Consultant will create a user friendly Intranet platform for invitations, public calls, results, manuals and any other publication created or generated for the Activity. Intranet design specifications will be discussed opportunistically.

The Consultant will build some flexibility into their proposals to allow for adaptation to evolving reporting requirements. The Consultant shall plan to provide Global Information System (GIS) data on its activities and beneficiaries in a format compatible with INVEST-H and USAID Mission in Honduras.

## 6 Reports and Deliverables

All reports shall be written in English and Spanish. This applies to the reports/plans specified below as well as studies, reports, briefers, or any other document for public distribution (on a case-by-case basis). All reports and plans are subject to written final approval and acceptance by the ACS Director. The table below summarizes the requirements for all the reports and plans:

**Table No-12**

Report/Plan	Electronic Version*	Hard Copies	Reports		Executive Summary	
			English	Spanish	English	Spanish
M&E Plan	Mandatory	As instructed by INVEST-H	Mandatory	Mandatory	Mandatory	Mandatory
Annual Work Plans and Budgets						
Gender Analysis & Mainstreaming Plan						
Quarterly Progress Reports						
Environmental Mitigation Plan and Report (EMPR)						
Quarterly Financial Reports						
Semiannual and Annual Performance Reports						
Final Report						
Grants Manual						

## Section 6. Terms of Reference

Report/Plan	Electronic Version*	Hard Copies	Reports		Executive Summary	
			English	Spanish	English	Spanish
Sustainability Plan						
Communication and Education Plan						
Property Plant & Equipment Annual Plan						
Security Plan <sup>11</sup>						
Other Reporting						

\* Word preferred

### 6.1 Branding and Marking Plan

The Consultant shall consider in its proposal a budgetary provision to implement the Branding and Marking Plan provided by INVEST-H (see Annex I Applicable Documents). The Spanish-language should be used for communications and materials.

### 6.2 Information, Communication and Education Plan (ICE Plan)

The Consultant shall develop an ICE Plan that describes the detailed mechanisms to approach each beneficiary group as well and other stakeholders of the Activity. The ICE Plan will include the methodologies and formats to perform the training and education activities that convey the adoption of new practices and behaviors to attain the Activity's goals.

### 6.3 Environmental Mitigation Plan and Report (EMPR)

All of the Conditions and Monitoring/Reporting requirements listed in this IEE/ETD shall be followed for this Activity. Thus, the Grantee and/or the implementing partner (IP) is required to fill out an EMPR for all of the specific actions of this Activity. This EMPR shall serve as a Programmatic EMPR. The EMPR form includes:

- i. Coversheet;
- ii. Narrative with Activity specific information;
- iii. Annexes: Environmental Screening Form (Table 1); Identification of Mitigation Plan (Table 2); and Environmental Monitoring and Tracking Table (Table 3); and
- iv. Photos, Maps and Level of Effort.

For sub-activities, each Consultant and sub-grantee shall prepare an EMPR for all the specific activity/actions planned for implementation within the sub-activity. The Grantee's Activity staff

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<sup>11</sup> Measures to protect the safety and security of staff members.

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shall assist the Consultant and sub-grantee in completing the EMPR form. The Grantee shall also submit the recommended Consultant or sub-grantees' EMPRs to USAID for review and approval. The sub-activity EMPRs will capture potential impacts and determine the appropriate level of environmental compliance required for the actions to be implemented. All EMPRs shall be approved by the ACS-USAID AOR and the MEO prior to the implementation of any sub-activity. An annual Environmental Monitoring Report shall be submitted for each EMPR using the data compiled in Table 3 during the previous year. This report shall be reviewed and approved by the ACS-USAID's AOR and the MEO. The report shall provide information for an annual updated/revised EMPR.

#### 6.4 Monitoring and Evaluation Plan (M&E Plan)

The Consultant is expected to revise the preliminary M&E Plan prepared by INVEST-H and submit a final version within the first 90 days after mobilization (generally at the same time as an approved work plan) and before major implementation actions begin. The monitoring portion of the Activity M&E plan supports data collection by defining indicators, sources, and methods of data collection as well as by prescribing the frequency and schedule of data collection and assigning responsibilities. This plan will be updated and approved annually.

The monitoring plan must include: (1) indicators to monitor each level of the activity results, and provide a precise definition for each indicator; (2) information on data sources and the methodologies of data collection; and, (3) baselines and targets for each indicator. Baseline data will be finalized early in activity implementation. Baseline values will be measured using the same data collection source and method that will be used to collect actual performance data.

The Consultant, in collaboration with INVEST-H, will complete Performance Indicator Reference Sheets (PIRS) and Data Quality Assessment (DQA) sheets for indicators. The DQA will examine the data in light of the five quality standards (validity, integrity, precision, reliability, and timeliness) reviewing the systems and approaches for collecting data and whether they are likely to produce data of an acceptable quality over time.

Monitoring for unintended results of activities will include the examination of any unintended negative consequences, especially those that could affect the safety of beneficiaries or their equitable access to assistance.

#### 6.5 Annual Work Plans

Draft annual work plans (Honduran fiscal year) shall be submitted 30 days from mobilization and subsequently each year by September 1st. Final work plans (in English and Spanish) must be submitted by October 15th for INVEST-H approval by the ACS Director. Work plans shall be organized by IR/sub-IR and associated results, and shall include: a timeline for activities; the rationale and expected results for each activity; estimated costs per activity and total budget for each year; designation of responsibility for implementation; equipment and supplies required; and potential constraints to implementation and a plan to mitigate these constraints.

#### 6.6 Quarterly Progress and Financial Reports

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The Consultant shall be required to meet INVEST-H requirements for quarterly technical and financial reports, including an annual update on progress achieved toward proposed results. Quarterly performance reports in English shall be due 15 days after reporting period, and provide a summary for both the quarter, and the year. These reports must be organized by the results framework (intermediate results, sub intermediate results and associated results). This shall include a separate section on the approved set of INVEST-H and Activity indicators. The performance report shall include at minimum, the following information:

A comparison of actual accomplishments with the targets established for the period in the Implementation plan based on both activities and indicators.

- a) If established targets from the implementation plan were not met, provide an explanation as to why the targets were not met, and describe the actions that shall be taken to ensure achievement.
- b) Expenditures by sub-element according to framework sub-elements.
- c) Other pertinent information including opportunities and constraints to overall program, and an analysis and explanation of cash flow management.

The Consultant shall also provide in each quarterly progress report a detailed schedule of activities planned for coming quarter. Any updates or changes to the schedule shall be provided at least two weeks prior to the implementation of any change. Notifications of travel shall also be provided to the ACS Director at least two weeks prior to travel.

Quarterly financial reports in English shall be due 15 days after reporting period. Expenditures shall be broken out by component intermediate results and sub intermediate results. Financial projections for the following quarter shall also be included. Financial reports shall also be submitted in conjunction with progress reports by the dates established above.

#### 6.7 Periodic Progress Reports

The Consultant shall prepare and submit progress reports as specified in the contract schedule.

#### 6.8 Final Report

Sixty days prior to the completion date of the Contract, an outline of the final report shall be submitted for review and comments. INVEST-H shall provide comments within 10 working days.

Thirty days prior to Contract completion date, a detailed final report reviewing the results of the work, benchmarks, issues and weaknesses encountered, lessons learned, success stories and priority areas identified for future work shall be submitted. INVEST-H shall provide comments within five working days. Once the final report in English is approved by the ACS Director, five hard copies of the final report in English and five in Spanish and two diskettes of electronic versions in both languages must be submitted to the ACS Director.

## 7 Personnel

### 7.1 Key Personnel

The key positions that the Consultant must furnish for the performance of this Contract are as follows:

#### 7.1.1 Chief of Party (COP)

The Chief of Party (COP) is responsible for overall management of the activity. The primary role is to ensure results are being achieved on schedule, resources are being used effectively, staff is performing, partners are meeting their commitments, and deliverables are of the highest quality. The COP is the program's senior representative to INVEST-H, the GOH and the International Donors Community in Honduras.

Education:	Required Master's Degree or higher in agriculture, business, economics, agricultural economics, management public health/sanitation, or another related/appropriate field.
Work Experience:	At least 15 years of progressively more responsible international work experience in economic growth and/or development programs, with at least ten years' experience in Spanish-speaking Latin American countries.
General Experience	
Specific Experience	Experience as COP at least two development projects of a similar scope (addressing rural gender disparities, food security, agriculture and/or nutrition health) Experience managing sub-grantees and sub-contracts. Have demonstrated knowledge for addressing rural gender disparities' and create opportunities for women's leadership and participation in food security programs.
Other Skills:	Communication skills are required, both written and oral, Record of Accomplishment for achieving income and/or nutrition results as Chief of Party in other senior management positions is required. Record of accomplishment of client orientation is required, as well as an expert level of knowledge in either agriculture or nutrition. Experience managing sub-partners to activity results.
Language Proficiency	Level IV (Fluency) English and Spanish are required



### 7.1.2 Deputy Chief of Party (DCOP)

The primary role is to ensure results are being achieved on schedule, resources are being used effectively, staff is performing, partners are meeting their commitments, INVEST-H regulations are being complied with and deliverables are of the highest quality.

Education:	Required Master's Degree or higher in agriculture, agribusiness, agricultural economics, or another related/appropriate field
Work Experience:	At least 12 years of progressively more responsible experience in agriculture, nutrition, health decentralization, water and sanitation, and/or natural resource management.
General Experience	
Specific Experience	Experience as DCOP or similar positions in at least two development projects of a comparable scope (addressing rural gender disparities, food security, agriculture and/or nutrition health and create opportunities for women's leadership and participation in food security programs)
	Previous experience with USAID programs strongly preferred.
	Proven experience managing sub- partners to results.
Other Skills:	Communication skills are required, both written and oral, Experience managing sub-partners to activity results.
Language Proficiency	Level IV (Fluency) English and Spanish are required

### 7.1.3 Senior Nutrition Advisor

The primary role is to manage health, nutrition, and water/sanitation investments, ensuring they are well integrated, and lead to high-level outcomes.

Education:	Required Master's Degree in Public Health, or other relevant field to inputs and outputs described in Purpose 2: Improved Nutritional Status, Especially for Women and Children.
Work Experience:	At least 10 years of progressively more responsible experience in food security.
General Experience	
Specific Experience	Experience as Senior Nutrition Advisor or similar position in at least two development projects of a comparable scope (addressing rural gender disparities, food security, agriculture and/or nutrition health, and create opportunities for women's leadership and participation in food security programs)
	Previous experience with USAID or other donor-funded programs is strongly preferred.
	At least five years of progressively more responsible supervisory work experience, including: (1) quality evaluation of staff performance and deliverables; and (2) project management under contract(s).
Other Skills:	Communication skills are required, both written and oral, Experience managing sub-partners to activity results.
Language Proficiency	Level IV (Fluency) English and Spanish are required

#### 7.1.4 Gender Advisor

Education:	Required Post Graduate Studies in Gender Development, or other relevant field to inputs and outputs described in this Activity
Work Experience:	At least 5 years of progressively more responsible experience in gender inclusion.
General Experience	Experience as Gender Advisor or similar position in at least one development project of a comparable scope. Addressing rural gender disparities, food security, agriculture and/or nutrition health, and create opportunities for women's leadership and participation in food security programs.
Specific Experience	Previous experience with USAID or other donor-funded programs is strongly preferred. At least three years of progressively more responsible on-field experience, including: (1) women empowerment and (2) gender balance of power from hegemonic households and community actors.
Other Skills:	Communication skills are required, both written and oral
Language Proficiency	Basic English and Fluent Spanish are required

#### 7.2 Non-Key personnel

INVEST-H expects the Consultant will have a broad array of professionals that may be required for specialized tasks.

## **Annex I. List of documents, exhibits and other list of attachments**

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**LIST OF DOCUMENTS, EXHIBITS AND OTHER ANNEX I LIST OF ATTACHMENTS\***

**APPLICABLE DOCUMENTS**

1. Government of Honduras. Honduras Agriculture Sector, Country Investment Plan 2011-2014.
2. Government of Honduras. Proposal to the Global Agricultural and Food Security Program (GAFSP).
3. The U.S. Government's Global Hunger and Food Security Initiative. Feed the Future Indicator Handbook.
4. The U.S. Government's Global Hunger and Food Security Initiative. Honduras FY 2011-2015 Multi-Year Strategy.
5. U.S. Agency for International Development. Evaluation of the AIN-C Program in Honduras. By T. Schaetzel.
6. U.S. Agency for International Development. Feed the Future Case-Study Innovation Brief: Adaptive Training in Honduras' ACCESO Project. By A. Klein.
7. U.S. Agency for International Development. Honduras Remittances Assessment. By E. Alvarez, K. Brogan and E. McGuinness. July 29, 2013.
8. U.S. Agency for International Development. Sustainability in the Honduran Information Market System. By G. Chalmers, M. Haidara, E. Alvarez and G. Chiriboga.
9. U.S. Agency for International Development. USAID ACCESO Annual Report. September 2012.
10. U.S. Agency for International Development. USAID ACCESO Annual Report. September 2013
11. U.S. Agency for International Development. USAID ProParque Year Two Annual Report. October 2013.
12. U.S. Agency for International Development. Vulnerability and Resilience to Climate Change in Southern Honduras. By B. Byers, K. Miller, J. Buff, L. Caballero Bonilla, R. Escolan, O. Rivera, A. Seimon, and D. Vasquez. December 2013.
13. U.S. Agency for International Development. Advancing Horticulture: Assessment of Constraints to Horticultural Sector Growth in Central America. By A. González, T. Zúniga, and L. Wilson. December 20, 2013.
14. U.S. Agency for International Development. Sustainability after Program Exit - A Study of Title II (DRAFT). By B. Rogers, L. Sanchez, and J. Fierstein. August 8, 2013.
15. U.S. Agency for International Development. Cost-Benefit Analysis Applied to Feed the Future Investment in Honduras. By Harry Kriz.
16. Priorización de Inversión en Proyectos SAN: Metodología y Municipios
17. Branding and Marking Strategy and Plan
18. IFPRI ACCESO Baseline Report

\*All these documents are available through the following link:

<https://www.dropbox.com/sh/hb9ig6sjcelxtpr/AADLwsNcNvgPCiXWF2uHEvgTa?dl=0>