

**Request for Quotation (RFQ)**

Issued on 03 December 2019

**Millennium Foundation of Kosovo**

on behalf of

**The Government of Kosovo**

funded by

**The United States of America**

Through

**The Millennium Challenge Corporation**

For

**Procurement of Annual Communication and Outreach Activities**

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**Ref No: RFQ/ MFK/ Shopping/ 2019 / No. 029**

# Letter of Invitation Requesting Quotation for Procurement of Annual Communication and Outreach Activities

# Ref: RFQ/ MFK/ SHOPPING/ 2019 / NO. 029

### Prishtina, Kosovo

03 December 2019

1. The Government of Kosovo has established the Millennium Foundation of Kosovo (MFK) as an autonomous entity with independent legal authority to oversee, manage, and implement a Threshold Program funded by the Millennium Challenge Corporation (“MCC”). MCC is a U.S. government agency focused on assisting countries dedicated to good governance, economic freedom, and investments in people.
2. The MCC Threshold Program with the Republic of Kosovo will provide up to $49 million to support significant policy reforms in improve electricity supply through promoting energy efficiency and renewable energy generation, as well as promote transparent and responsive governance. The Threshold Program will run for up to four (4) years after signing of the threshold program grant agreement in early September 2017.
3. This Request for Quotations, the RFQ, follows the General Procurement Notice that appeared in dgMarket on 18 September 2019, UNDB Online on 19 November 2019, the Kosovo Daily newspaper on 20 November 2019, and MFK website on 19 November 2019.
4. Millennium Foundation of Kosovo (MFK) intends to procure

Annual Communication and Outreach Activities

Lot 1: Website re-structuring and refinement.

Lot 2: Graphic Design and Illustration Services

Lot 3: Production

You are allowed to bid for one or more lotsand interested suppliers are invited to submit their price quotations. The detailed technical specifications are indicated in Annex 1.

1. You are required to submit quotations for the goods and services as stipulated in the annexes to this RFQ. Prices shall be quoted in Euro required to deliver the goods and services to Millennium Foundation of Kosovo (MFK), Str. “Migjeni” no. 21 (ex-Bank of Ljubljana, floor IX), Postal Code:10000 Prishtina, Kosovo.
2. Quotations should be presented on the standard form indicated in Annex 2 to this RFQ.
3. Quotations must be submitted as per the following instructions and in accordance with the Annex 1-2 of this RFQ.
   1. **Prices:** shall be quoted in **EURO (Sub Total B of Price Quotation Submission Form (OFFER) -Annex 2)** including the cost of delivery to the place of destination. The Price Quotation Form attached in Annex 2 shall be used for the submission of prices**.**
4. **Evaluation of Quotations and Award of Purchase Order:** The lowest priced quotation/bid will be reviewed to check compliance with the requirements set in the Request for Quotation, if the quotation is compliant substantially, the contract will be awarded to that supplier. If the lowest priced offer is not compliant, the MFK will review the second lowest/second-best quotation and so on and so forth. MFK may, at its own discretion, to evaluate more than one quotation to save time during evaluation. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, requirement of Request for Quotation (RFQ), and specifications in this Request for Quotation, A non-responsive quotation shall not be considered for recommendation of award.

During the evaluation process the Bid Review Panel (BRP) will carry out arithmetic correction for only those bids who have quoted for all the items.

1. A price reasonableness assessment will be conducted. The quotation shall be rejected if the price is found to be unreasonably high or low.
2. **Bidders shall submit with their quotation’s copies of the following documents:**
3. It is required for all Lot’s a Firm/ Company Business Registration form with details
4. It is required for all Lot’s Certifications of three (3) similar projects successfully completed. This evidence may be provided in the form of copies of contracts, invoices, reference letter etc.
5. **It is required Only for LOT 2:** The graphic design team should demonstrate the availability of three core team members dedicated to the working process of product design and delivery. The team must be led by one senior graphic designer with proven experience of at least 15 years. ***Please add the CV as per form attached in Annex 3, portfolio and contact references of similar assignments of the senior designer***.
6. **It is required Only for LOT 3:** The production team should demonstrate the availability of three senior members dedicated to the working process of product and event delivery. The team must be led by one senior event manager with proven experience of at least 10 years. ***Please add the CV as per form attached in Annex 3, portfolio and contact references of similar assignments of the leading senior event manager.***
7. In evaluating the quotations, the Purchaser/MFK will adjust for any arithmetical errors as follows:
8. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
9. where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
10. If you refuse to accept the correction, your quotation will be rejected
11. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The MFK will evaluate and compare only the quotations determined to be substantially responsive.
12. Bidders may challenge the results of a procurement only according to the rules established in the Interim Bid Challenge System developed by the MFK and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the MFK’s website at https://millenniumkosovo.org/wp-content/uploads/2019/08/MFK-Interim-BCS-mcc-approved-16-January-2018-clean.pdf.
13. **Validity of Quotations:** Quotations should be valid for a period of 90 days from the date of deadline of submission of quotations indicated in paragraph 23 below. The quotation with less validity period than required may be rejected.
14. Payments for the Goods/Services will be made 100% within 30 days after delivery and acceptance of the Goods/Services by MFK.
15. **Delivery Time**:

**Lot 1: Within thirty (30) days after dual signature of Purchase Order.**

**Lot 2: Within three (3) days after dual signature of Purchase Order.**

**Lot 3: Within two (2) days after dual signature of Purchase Order.**

1. **Liquidated Damages:** If the Supplier fails to deliver any or all of the Goods / Liquidated damages: The Contractor shall pay liquidated damages to the MFK at the rate of 0.3% for each day of PO/Contract total price that the Completion Date is later than the Required Completion Date. The total amount of liquidated damages shall not exceed the amount 10% of the contract price. The MFK may deduct liquidated damages from any payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
2. **Payments for the goods/services:** will be made within thirty (30) days after delivery and acceptance of the goods/services and receipt of a valid supplier’s invoice**.**
3. MFK may cancel this procurement process at any time without incurring cost or liability to any Supplier, and without providing any justification for said action.
4. Please submit your price quotation -signed by an authorized representative- **ONLY** via the Dropbox link provided below, with the name of the uploaded file as follows: **" No. of Lot which you are apply *(example: LOT 1-2-3)* & *Your Company Name –* email address “**.
5. The File request link (Dropbox link) for **submission of quotations is as follows**:

<https://www.dropbox.com/request/zU6xPMyqzZEAauYNxxf9>

Instruction for uploading your submission:

* + Click of this link/type this link correctly in a browser.
  + Click on **Choose file** (your quotation and all relevant documents and click upload)
  + Click on **+Add another file** (Optional, only if you have more than one file and so on for other files)
  + Enter your: **First name, Last name and Email address**
  + Click **Upload**

Done

1. Please note that the provided **Dropbox link** will expire on the **deadline for submission** indicated in clause 23 below, consequently no late quotations will be received.
2. Deadline for submission of quotations is **10 December 2019, at 11:00 am hours local time in Kosovo.**
3. MFK reserves the right to reject any or all applications or offers, waive any defect or informality therein, and accept the offer which it deems most advantageous to the institution.

Arton Çitaku

Procurement  Manager  
Millennium Foundation of Kosovo  
Migjeni Str, no. 21 / Ex-Ljubljana Building / Floor 09, Prishtina 10000, Kosovo  
Tel: + 383 38 752 110  
Email: [procurement@millenniumkosovo.org](mailto:procurement@millenniumkosovo.org)

[www.millenniumkosovo.org](http://www.millenniumkosovo.org/)

**ANNEX 1- TECHNICAL SPECIFICATIONS**

The supply of Goods and Related Services shall comply with the following Technical Specifications and Standards:

**Lot 1: Website re-structuring and refinement.**

|  |  |  |
| --- | --- | --- |
| **S.N.** | **Item Specifications Proposed by Bidder** | **Deviations, If Any** |
|  | Provision of Dedicated Web Hosting Services |  |
|  | Web development services in Albanian and Serbian |  |
|  | Add icons for the selection of Languages English, Albanian and Serbian |  |
|  | Web maintenance on regular bases |  |
|  | Create add-ones on Procurement (registration of firms/individuals interested in MFK Procurement activities)   * Name of Firm (Legal Entity) * Point of Contact (Name, address, phone, email) * Postal Address * Country where the Parent firm is incorporated (if applicable) * Parent Firm Postal Address (if applicable) * Sector(s) of Interest * Brief Description of Experience and Capabilities * Specific upcoming project(s)/procurement(s) of interest * Seeking Prime Contractors or Subcontractors * Permission to MFK for sharing above information with other Firms |  |
|  | Create a page of the Firms/Individuals which want to share their interested in the Procurement activities.   * Facilitate Teaming/Sub-Contracting, Partnering Arrangements * Any firm, local or international should be able to register as outlined in 5. * Once registered, the firm should be able to view a list of registered firms permitting sharing of information * A search feature should be provided for MFK, MCC or firms to search based on country, sector and capabilities * Users should be able to download the list in Microsoft Excel format |  |
|  | Landing Page re-structuring and refinement |  |
|  | Documentation Pages re-structuring and refinement |  |
|  | Procurement Pages re-structuring and refinement |  |
|  | Procurement Documents Download re-structuring and refinement |  |
|  | Fraud Reporting Page re-structuring and refinement |  |
|  | Mobile compatibility re-structuring and refinement |  |
|  | Multi-Media re-structuring and refinement |  |
|  | Images, audio and video support is required. Image rotation on landing page is a common practice. |  |
|  | Downloadable files  The procurement team should be able to upload documents for potential bidders and such documents should be downloadable with prior registration. |  |
|  | Mobile support re-structuring and refinement  additional effort is required to make website fully compatible with mobile devices. |  |
|  | Blogs re-structuring and refinement |  |
|  | Search Engine Optimization (SEO) ready re-structuring and refinement |  |
|  | Database  storing vendor registration information, depending on the design, local skills and capabilities of hosting firms, light open source databases such as MySQL, PostgreSQL, SQLite should be considered. |  |
|  | Security protocols (Secure http protocol must be used as a general practice. Any information exchanged between the server and users must be https) |  |
|  | Browser support (Google Chrome, Firefox, Internet Explorer and Safari should be supported.) |  |

**Annex 1 - Lot 2: Graphic Design and Illustration Services:**

**Lot 2: Graphic Design and Illustration Services:**

|  |  |  |
| --- | --- | --- |
| S.N. | Item Specifications Proposed by Bidder | Deviations, If Any |
| 1. | Create a guideline for different uses of the logo internally and in relation with the partners and beneficiaries |  |
| 2. | Design of MFK quality stamp / investment stamp |  |
| 3. | Memo |  |
| 4. | Letterhead |  |
| 5. | Design of business cards |  |
| 6. | Design of stationery kit: notebooks, folders, pens, |  |
| 7. | Design of indoor signage |  |
| 8. | Design of outdoor signage |  |
| 9. | Design of outdoor flag |  |
| 10. | Design of table flag |  |
| 11. | Design of backdrop banner |  |
| 12. | Design of generic pop up banner |  |
| 13. | Design of generic roller banner |  |
| 14. | Design of metallic pins |  |
| 15. | Design of tote bags |  |
| 16. | Design of laptop skins |  |
| 17. | Design of name tags |  |
| 18. | Design of table-top tags |  |
| 19. | Design of visual material for all platforms on daily basis |  |
| 20. | Design of additional program material for web |  |
| 21. | Design or illustration of additional material to visualize blogs of articles |  |
| 22. | Design of program brochures |  |
| 23. | Design of bi-monthly newsletter |  |
| 24 | Design of program books |  |
| 25. | Design of greeting cards |  |
| 26. | Design of program zines |  |
| 27. | Design of sub-websites for the needs of the program |  |
| 28. | Design and illustration of info-graphics |  |
| 29. | Design awards for open DIGDATA, the Open Data Challenges |  |
| 30. | Daily design services for the needs of MFK’s |  |
| 31. | Design event invitations and agendas |  |

Qualification request: The graphic design team should demonstrate the availability of three core team members dedicated to the working process of product design and delivery. The team must be led by one senior designer with proven experience of at least 15 years and two other members, of which one with proven experience in illustration and animation, one with experience in web design and interactive product development. The chosen company agrees to dedicate three of the mentioned profiles to work with MFK in accordance with MFK working days, sometimes during the weekend, at times after hours, working closely with MFK Comms Team, able to move to MFK offices or other spaces when needs are.

**Annex 1- Lot 3: Production**

**Lot 3: Production**

|  |  |  |
| --- | --- | --- |
| Art. No. | Item Specifications Proposed by Bidder | Deviations, If Any |
| **1.** | **Photography Services** | |
| 1.1 | Portrait photos of different team members for web and media presence |  |
| 1.2 | Photos of our working environment or in-site projects in order to illustrate particular stories |  |
| 1.3 | Photo documentation of different events (100 |  |
| 1.4 | Photograph documentation of the implementation of different projects in different phases, helping create visual narrative |  |
| 1.5 | Provide a database of photography that can be used by our team when illustrating stories about the environment, energy efficiency, and renewable energy sector, women at work as well as different ethnic and religious communities in their environment. |  |
| **2.** | **Video Services** | |
| 2.1 | Live Streaming in HD and Record 4K |  |
| 2.2 | Animated videos in help of story creation for Social Media and TV |  |
| 2.3 | Videos of the implementation of different projects in different phases, helping create a visual narrative |  |
| 2.4 | Videos of MFK’s events  a) short video up to 1 minute to be used in social media the videos must be made with professional lights  b) longer version up to 5 minutes to be aired on TV or to targeted audiences in online media the videos must be made with professional lights |  |
| 2.5 | Testimonial videos up to 1.5 minutes the videos must be made with professional lights |  |
| 2.6 | Video of general footage that illustrates the environment, energy efficiency, renewable energy sector, women at work as well as different ethnic and religious communities in their environment. |  |
| 2.7 | Sneak-peek videos in advance to a project launching |  |
| **3.** | **Event management** | |
| 3.1 | Event Space Rent and Preparation (Logistics) (up to 100 People) |  |
| 3.2 | Event Space Rent and Preparation (Logistics) (up to 200 People) |  |
| 3.3 | Stage Branding and Production in accordance to the design solution |  |
| 3.4 | Sound Equipment |  |
| 3.5 | Lighting System |  |
| 3.6 | Large Projector Solutions |  |
| 3.7 | Small Projector Solutions |  |
| 3.8 | Catering (Coffee, snacks and nonalcoholic Drinks) |  |
| **4.** | **Print and Production of the Office Materials** | |
| 4.1 | Print of program guiding material   * program guide, A4, color, recycled paper, 20 pages, color print |  |
| 4.2 | Print of quarterly The Challenger   * newsletter, A3, color, recycled paper 80gr, 8 pages |  |
| 4.3 | Print of program books   * program book 20x24cm, recycled paper, hard cover, 200 pages, cmyk color, emboss and deboss applied in the cover |  |
| 4.4 | Print of greeting cards   * print of different greeting cards in A5 format, each 300 pcs |  |
| 4.5 | Print of program brochures   * MFK print of brochures on eco paper, format A5, 24 pages, color print |  |
| 4.6 | Print of business cards for additional needs   * MFK Business Cards 8.5x 5.4 Double sided 2x300 gsm factory black papers, silver print |  |
| 4.7 | Print and production of the tote bags   * Size: 36cm(w)x31cm(h)+10cm(b) Handle: 60cm (L)X 2.5cm(w) Canvas: 170gsm(6N) Color: TBD when designed Printing: 1color design on front, 1 color design on the back Printing method: silk screen printing   Material: the bag must be made from 100% raw cotton canvas which can be reusable, is sustainable and eco-friendly. |  |
| 4.8 | Print of stationery kit: notebooks   * MFK Notebook A5, recycled paper 80 gr, recycled cover 120gr, print on the cover, signature print inside |  |
| 4.9 | Print of stationery kit: Folders   * MFK Folders 31 cm x 22cm, Factory black paper, CMYK silver print + Embossing |  |
| 4.10 | Print of stationery kit: pens   * ballpoint pen with cylindrical plastic shaft, print in color |  |
| 4.11 | Print of outdoor signage   * production of the informational totem to be positioned at the entrance of the building in accordance with the Municipal design |  |
| 4.12 | Inaugural plaque engraving   * Engraving of a marble plaque at the entrance of the offices, informing on the foundation’s founding entities |  |
| 4.13 | Print and production of the entrance signage   * 100x100 inox sign with print, engraving and light system |  |
| 4.14 | Print of table top flags   * print of small table top flags with the logo and identity details of the foundation |  |
| 4.15 | Print of backdrop banner   * MFK backdrop banner with premium mechanism 300x200 cm + mobility bag |  |
| 4.16 | Print of roller banners  MFK roller banners with premium mechanism  85x200 cm + mobility bag |  |
| 4.17 | Print of metallic pins  MFK branded metallic pins 3 x 3cm |  |
| 4.18 | Print of laptop skins  13 and 15-inch compatible laptop skin MFK logo printed laptop skin made of 3M vinyl material  Eco solvent vinyl print with lamination  Prevents laptop from scratches |  |
| 4.19 | Print of name tags for MFK staff   * metallic silver badge, polished, round cornered, 02.00mm with magnet |  |
| 4.20 | Print of table-top tags   * reusable stainless steel table top tags, with stickers that can be changed accordingly |  |
| **5.** | **Traditional and Online Media Buying** | |
| 5.1 | * Media buying in local TVs. Add an explanation of viewership, readership, as well as impressions that support the offer. |  |
| 5.1.1 | * Media buying in Radio Stations Add an explanation of viewership, readership, as well as impressions that support the offer. |  |
| 5.1.2 | * Media buying in Online Media Add an explanation of viewership, readership, as well as impressions that support the offer. |  |
| 5.2 | * Media presence of MFK’s stories and events (list media and shows adding the price per presence) |  |
| 5.3 | * Frontal positioning of Online Material Online Media (list media and show positioning adding the price per presence) |  |
| 5.4 | * Manage Media Presence during and at the completion of different events |  |
| **6.** | **Social Media Consultancy** | |
| 6.1 | Train and coach different members of our team in advance to important project launching. |  |
| 6.2 | Read our performance data, report, and guide our Communication Team. |  |
| 6.3 | Boost MFK campaigns ensuring presence in different communities or other targeted groups. Accelerate MFK’s social media presence with creative, compelling and engaging posts. |  |

**Note:** Qualification request: The production team should demonstrate the availability of three senior members dedicated to the working process of product and event delivery. The team must be led by one senior event manager with proven experience of at least 10 years, one dedicated photographer with proven experience in documenting developing work in progress according to similar to that of MFK, one member with proven experience in media buying and media production. The chosen company agrees to dedicate three of the mentioned profiles to work with MFK in accordance with MFK working days, sometimes during the weekend, at times after hours, working closely with MFK Comms Team, able to move to MFK offices and/or other spaces when needs are. The team agrees to deliver any of the products indicated in the quotation document, within 48 hours.

**ANNEX 2**

### Price Quotation Submission Form (OFFER)

**Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Lot 1: Website re-structuring and refinement.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Art. no. | Description | Estimated QTY | Unit Price  (EURO) | Total Price  (EURO) |
|  | Provision of Dedicated Web Hosting Services (annual) | 1 |  |  |
|  | Web development services in Albanian and Serbian | 1 |  |  |
|  | Icons for the selection of Languages English, Albanian and Serbian | 1 |  |  |
|  | Web maintenance on regular bases (monthly) | 1 |  |  |
|  | Create add-ones on Procurement (registration of firms/individuals interested in MFK Procurement activities)   * Name of Firm (Legal Entity) * Point of Contact (Name, address, phone, email) * Postal Address * Country where the Parent firm is incorporated (if applicable) * Parent Firm Postal Address (if applicable) * Sector(s) of Interest * Brief Description of Experience and Capabilities * Specific upcoming project(s)/procurement(s) of interest * Seeking Prime Contractors or Subcontractors * Permission to MFK for sharing above information with other Firms | 1 |  |  |
|  | Create a page of the Firms/Individuals which want to share their interested in the Procurement activities.  Facilitate Teaming/Sub-Contracting, Partnering Arrangements  • Any firm, local or international should be able to register as outlined in 5.  • Once registered, the firm should be able to view a list of registered firms permitting sharing of information  • A search feature should be provided for MFK, MCC or firms to search based on country, sector and capabilities  • Users should be able to download the list in Microsoft Excel format | 1 |  |  |
|  | Landing Page re-structuring and refinement | 1 |  |  |
|  | Documentation Pages re-structuring and refinement | 1 |  |  |
|  | Procurement Pages re-structuring and refinement | 1 |  |  |
|  | Procurement Documents Download re-structuring and refinement | 1 |  |  |
|  | Fraud Reporting Page re-structuring and refinement | 1 |  |  |
|  | Mobile compatibility re-structuring and refinement | 1 |  |  |
|  | Multi-Media re-structuring and refinement  Images, audio and video support is required. Image rotation on landing page is a common practice. | 1 |  |  |
|  | Navigation re-structuring and refinement  Users should be able to reach every page by at least one navigation menu | 1 |  |  |
|  | Downloadable files  The procurement team should be able to upload documents for potential bidders and such documents should be downloadable with prior registration. | 1 |  |  |
|  | Mobile support re-structuring and refinement  additional effort is required to make website fully compatible with mobile devices. | 1 |  |  |
|  | Blogs re-structuring and refinement | 1 |  |  |
|  | Search Engine Optimization (SEO) ready re-structuring and refinement | 1 |  |  |
|  | Database  storing vendor registration information, depending on the design, local skills and capabilities of hosting firms, light open source databases such as MySQL, PostgreSQL, SQLite should be considered. | 1 |  |  |
|  | Security protocols (Secure http protocol must be used as a general practice. Any information exchanged between the server and users must be https) | 1 |  |  |
|  | Browser support (Google Chrome, Firefox, Internet Explorer and Safari should be supported.) | 1 |  |  |
| Total Price in euro excluding all taxes applicable in Kosovo | | |  | |

The grant is free from taxes including value-added tax in Kosovo, please see for more details in Grant agreement in the link: <https://assets.mcc.gov/content/uploads/tpaa-kosovo.pdf>

The contract will be implemented by “purchase orders” i.e. whenever the MFK intends to acquire items pursuant to this contract, it shall send a “purchase order” to the supplier, specifying the list of items to be supplied with their respective quantities.

The quantities estimated, specified are only indicative quantities and do not compel the MFK to buy any of them. The MFK may at its own discretion purchase fewer or more quantities than those estimated quantities per item.

**ANNEX 2**

### Price Quotation Submission Form (OFFER)

**Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Lot 2: Graphic Design and Illustration Services:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Art. no. | Description | Estimated QTY | Unit Price  (EURO) | Total Price  (EURO) |
|  | Create a guideline for different uses of the logo internally and in relation with the partners and beneficiaries | 1 |  |  |
|  | Design of MFK quality stamp / investment stamp | 1 |  |  |
|  | Memo | 1 |  |  |
|  | Letterhead | 1 |  |  |
|  | Design of business cards | 1 |  |  |
|  | Design of stationery kit: notebooks, folders, pens, | 1 |  |  |
|  | Design of indoor signage | 1 |  |  |
|  | Design of outdoor signage | 1 |  |  |
|  | Design of outdoor flag | 1 |  |  |
|  | Design of table flag | 1 |  |  |
|  | Design of backdrop banner | 1 |  |  |
|  | Design of generic pop up banner | 1 |  |  |
|  | Design of generic roller banner | 1 |  |  |
|  | Design of metallic pins | 1 |  |  |
|  | Design of tote bags | 1 |  |  |
|  | Design of laptop skins | 1 |  |  |
|  | Design of name tags | 1 |  |  |
|  | Design of table-top tags | 1 |  |  |
|  | Design of visual material for all platforms on daily basis | 1 |  |  |
|  | Design of additional program material for web | 1 |  |  |
|  | Design or illustration of additional material to visualize blogs of articles | 1 |  |  |
|  | Design of program brochures | 1 |  |  |
|  | Design of bi-monthly newsletter | 1 |  |  |
|  | Design of program books | 1 |  |  |
|  | Design of greeting cards | 1 |  |  |
|  | Design of program zines | 1 |  |  |
|  | Design of sub-websites for the needs of the program | 1 |  |  |
|  | Design and illustration of info-graphics | 1 |  |  |
|  | Design awards for open DIGDATA, the Open Data Challenges | 1 |  |  |
|  | Daily design services for the needs of MFK’s (monthly) | 1 |  |  |
|  | Design event invitations and agendas | 1 |  |  |
| Total Price in euro excluding all taxes applicable in Kosovo | | | |  |

The grant is free from taxes including value-added tax in Kosovo, please see for more details in Grant agreement in the link: <https://assets.mcc.gov/content/uploads/tpaa-kosovo.pdf>

The contract will be implemented by “purchase orders” i.e. whenever the MFK intends to acquire items pursuant to this contract, it shall send a “purchase order” to the supplier, specifying the list of items to be supplied with their respective quantities.

The quantities estimated, specified are only indicative quantities and do not compel the MFK to buy any of them. The MFK may at its own discretion purchase fewer or more quantities than those estimated quantities per item.

### ANNEX 2

### Price Quotation Submission Form (OFFER)

**Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Lot 3: Production**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Art. no. | Description | Estimated QTY | Unit Price  (EURO) | Total Price  (EURO) |
| 1. | Photography Services | | | |
| 1.1 | Portrait photos of different team members for web and media presence (quotation per person) | 1 |  |  |
| 1.2 | Photos of our working environment or in-site projects in order to illustrate particular stories (per story) | 1 |  |  |
| 1.3 | Photo documentation of different events (per event) | 1 |  |  |
| 1.4 | Photograph documentation of the implementation of different projects in different phases, helping create visual narrative (per assignment) | 1 |  |  |
| 1.5 | Provide a database of photography that can be used by our team when illustrating stories about the environment, energy efficiency, and renewable energy sector, women at work as well as different ethnic and religious communities in their environment. | 1 |  |  |
| 2. | Video Services | | | |
| 2.1 | Live Streaming in HD and Record 4K (per event) | 1 |  |  |
| 2.2 | Animated videos in help of story creation for Social Media and TV (per event) | 1 |  |  |
| 2.3 | Videos of the implementation of different projects in different phases, helping create a visual narrative (per stories) | 1 |  |  |
| 2.4 | Videos of MFK’s events  a) short video up to 1 minute to be used in social media the videos must be made with professional lights  b) longer version up to 5 minutes to be aired on TV or to targeted audiences in online media the videos must be made with professional lights | 1 |  |  |
| 2.5 | Testimonial videos up to 1.5 minutes the videos must be made with professional lights | 1 |  |  |
| 2.6 | Video of general footage that illustrates the environment, energy efficiency, renewable energy sector, women at work as well as different ethnic and religious communities in their environment. (per assignment) | 1 |  |  |
| 2.7 | Sneak-peek videos in advance to a project launching (per event) | 1 |  |  |
| 3. | Event management | | | |
| 3.1 | Event Space Rent and Preparation (Logistics) (up to 100 People) | 1 |  |  |
| 3.2 | Event Space Rent and Preparation (Logistics) (up to 200 People) | 1 |  |  |
| 3.3 | Stage Branding and Production in accordance to the design solution | 1 |  |  |
| 3.4 | Sound Equipment | 1 |  |  |
| 3.5 | Lighting System | 1 |  |  |
| 3.6 | Large Projector Solutions | 1 |  |  |
| 3.7 | Small Projector Solutions | 1 |  |  |
| 3.8 | Catering (Coffee, snacks and nonalcoholic Drinks) (per person) | 1 |  |  |
| 4. | Print and Production of the Office Materials | | | |
| 4.1 | Print of program guiding material   * program guide, A4, color, recycled paper, 20 pages, color print | 1 |  |  |
| 4.2 | Print of quarterly The Challenger   * newsletter, A3, color, recycled paper 80gr, 8 pages | 2000 |  |  |
| 4.3 | Print of program books   * program book 20x24cm, recycled paper, hard cover, 200 pages, cmyk color, emboss and deboss applied in the cover | 500 |  |  |
| 4.4 | Print of greeting cards   * print of different greeting cards in A5 format, | 300 |  |  |
| 4.5 | Print of program brochures   * MFK print of brochures on eco paper, format A5, 24 pages, color print | 50 |  |  |
| 4.6 | Print of business cards for additional needs   * MFK Business Cards 8.5x 5.4 Double sided 2x300 gsm factory black papers, silver print | 100 |  |  |
| 4.7 | Print and production of the tote bags   * Size: 36cm(w)x31cm(h)+10cm(b) Handle: 60cm (L)X 2.5cm(w) Canvas: 170gsm(6N) Color: TBD when designed Printing: 1color design on front, 1 color design on the back Printing method: silk screen printing   Material: the bag must be made from 100% raw cotton canvas which can be reusable, is sustainable and eco-friendly. | 100 |  |  |
| 4.8 | Print of stationery kit: notebooks   * MFK Notebook A5, recycled paper 80 gr, recycled cover 120gr, print on the cover, signature print inside | 100 |  |  |
| 4.9 | Print of stationery kit: Folders   * MFK Folders 31 cm x 22cm, Factory black paper, CMYK silver print + Embossing | 100 |  |  |
| 4.10 | Print of stationery kit: pens   * ballpoint pen with cylindrical plastic shaft, print in color | 100 |  |  |
| 4.11 | Print of outdoor signage   * production of the informational totem to be positioned at the entrance of the building in accordance with the Municipal design | 1 |  |  |
| 4.12 | Inaugural plaque engraving   * Engraving of a marble plaque at the entrance of the offices, informing on the foundation’s founding entities | 1 |  |  |
| 4.13 | Print and production of the entrance signage   * 100x100 inox sign with print, engraving and light system | 1 |  |  |
| 4.14 | Print of table top flags   * print of small table top flags with the logo and identity details of the foundation | 1 |  |  |
| 4.15 | Print of backdrop banner   * MFK backdrop banner with premium mechanism 300x200 cm + mobility bag | 1 |  |  |
| 4.16 | Print of roller banners  MFK roller banners with premium mechanism  85x200 cm + mobility bag | 1 |  |  |
| 4.17 | Print of metallic pins  MFK branded metallic pins 3 x 3cm | 100 |  |  |
| 4.18 | Print of laptop skins  13 and 15-inch compatible laptop skin MFK logo printed laptop skin made of 3M vinyl material  Eco solvent vinyl print with lamination  Prevents laptop from scratches | 1 |  |  |
| 4.19 | Print of name tags for MFK staff   * metallic silver badge, polished, round cornered, 02.00mm with magnet | 1 |  |  |
| 4.20 | Print of table-top tags   * reusable stainless steel table top tags, with stickers that can be changed accordingly | 1 |  |  |
| 5. | Traditional and Online Media Buying | | | |
| 5.1 | * Media buying in local TVs. Add an explanation of viewership, readership, as well as impressions that support the offer. Add price per second. | 1 |  |  |
| 5.1.1 | * Media buying in Radio Stations Add an explanation of viewership, readership, as well as impressions that support the offer. Add price per second. | 1 |  |  |
| 5.1.2 | * Media buying in Online Media Add an explanation of viewership, readership, as well as impressions that support the offer. Add price per placement and time. | 1 |  |  |
| 5.2 | * Presence of MFK’s stories and events in Online Media (list media and shows adding the price per presence). Add price per presence. | 1 |  |  |
| 5.3 | * Frontal positioning of Online Material Online Media (list media and show positioning adding the price per presence). Add price per frontal positioning. | 1 |  |  |
| 5.4 | * Manage Media Presence during and at the completion of different events. Add price per presence considering viewership, readership, as well as impressions. | 1 |  |  |
| 6. | Social Media Consultancy | | | |
| 6.1 | Train and coach different members of our team in advance to important project launching. Add price per training. | 1 |  |  |
| 6.2 | Read our performance data, report, and guide our Communication Team. Ad price per report. | 1 |  |  |
| 6.3 | Boost MFK campaigns ensuring presence in different communities or other targeted groups. Accelerate MFK’s social media presence with creative, compelling and engaging posts. Add price per boost, targeting the whole Kosovo. | 1 |  |  |
| Total Price in euro excluding all taxes applicable in Kosovo | | |  |  |

The grant is free from taxes including value-added tax in Kosovo, please see for more details in Grant agreement in the link: <https://assets.mcc.gov/content/uploads/tpaa-kosovo.pdf>

The contract will be implemented by “purchase orders” i.e. whenever the MFK intends to acquire items pursuant to this contract, it shall send a “purchase order” to the supplier, specifying the list of items to be supplied with their respective quantities.

The quantities estimated, specified are only indicative quantities and do not compel the MFK to buy any of them. The MFK may at its own discretion purchase fewer or more quantities than those estimated quantities per item.

We confirm that:

1. The currency of our quoted priced in EURO.
2. We shall sign the Purchase Order, if issued, within three (3) days of receipt from MFK.
3. Our above-mentioned price includes all costs needed to provide the supply as per the requirement of Technical Specifications and other requirements attached with this RFQ.
4. Our Quotation is valid for 90 days from the date of submission mentioned in this RFQ.

Name of the Signatory:

Position of the signatory in Organization: Signature

Email Address:

Phone Number:

**Purchase Order**

|  |  |
| --- | --- |
| Procurement Reference | |
| RFQ No | Contract/PO No |
| **RFQ/ MFK/ SHOPPING/ 2019 / NO. 029**  Lot 1: Website re-structuring and refinement;  Lot 2: Graphic Design and Illustration Services;  Lot 3: Production | **RFQ/ MFK/ SHOPPING/ 2019 / NO. 029**  Lot 1: Website re-structuring and refinement;  Lot 2: Graphic Design and Illustration Services;  Lot 3: Production |

To:

Your quotation reference quotation dated *XX XXXX 2019* is accepted and you are required to supply the goods or services as detailed below:

**SPECIFIC TERMS OF THIS PURCHASE ORDER:**

* 1. You are required to supply the goods or services as detailed below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **PURCHASE ORDER N°:** | | **Date: XX XXXX 2019** | | | | |
| Beneficiary: **Millennium Foundation of Kosovo**  Str. Migjeni 21 (ex Bank of Ljubljana) 9th Floor  Prishtina 10000, Kosovo  [procurement@millenniumkosovo.org](mailto:procurement@millenniumkosovo.org)  Telephone: +383 38 200 14 315 | | **Supply and Delivery of Annual Communication and Outreach Activities** | | | | |
| **Supplier/Service Provider: *XXXXX,*** | | | | | | |
| Address: ***XXXX E***mail:  Contact Name: | | Tel No: | | | Business No: XXXX  Fiscal No.: XXXXX | |
| **ORDER** | | | | | | |
|  | | | | | | |
| Art. no. | Description | | Estimated QTY | Unit Price  (EURO) | | Total Price  (EURO) |
| X | XXXXXXXXXXX | | X |  | |  |
| X | XXXXXXXXXXX | | X |  | |  |
| X | XXXXXXXXXX | | X |  | |  |
| Total Price in euro excluding all taxes applicable in Kosovo | | | |  | |  |

1. The applicable Procurement Rules are the “MCC Program Procurement Guidelines” which are provided on the MCC website [www.mcc.gov](http://www.mcc.gov).
2. Except as may be exempt pursuant to the Threshold Program Agreement, the Contractor (including its associates, if any), Sub-Contractors, and their respective Personnel shall be subject to certain Taxes (as defined in the Threshold Program Agreement) under applicable law (now or hereafter in effect). The Contractor, (including its associates, if any), Sub-Contractors and their respective Personnel shall pay all such Taxes. In the event that any Taxes are imposed on the Contractor, its associates, Sub-Contractors, or their respective Personnel, the Contract price shall not be adjusted to account for such Taxes. MFK shall have no obligation to pay or compensate the Contractor, its associates, Sub-Contractors, or their respective Personnel for any Taxes.
3. The invoice should include the VAT registration number and the name of the account holder, the account number (IBAN), bank name, bank branch and SWIFT code. The Invoice (s) MUST be submitted or couriered to the following address:

* Millennium Foundation Kosovo (MFK)

Str. Migjeni 21 (ex Bank of Ljubljana) 9th Floor Prishtina 10000, Kosovo

Attention: Director for Administration and Finance

1. Place of delivery Millennium Foundation Kosovo (MFK) premises.
2. Payments: The contractor shall bill the MFK based upon the delivery and payments will be done after delivery of the goods and installation.

The invoice will be paid 30 days after submission the invoice and accepting the goods.

1. Delivery period:

**Lot 1: Within thirty (30) days after dual signature of Purchase Order.**

**Lot 2: Within three (3) days after dual signature of Purchase Order.**

**Lot 3: Within two (2) days after dual signature of Purchase Order.**

1. Liquidated damages: The Contractor shall pay liquidated damages to the MFK at the rate of 0.3% for each day of PO/Contract total price that the Completion Date is later than the Required Completion Date. The total amount of liquidated damages shall not exceed the amount 10% of the contract price. The MFK may deduct liquidated damages from any payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
2. Contract Manager: The Contract Manager shall be Rina Meta MFK personnel. The Contract Manager shall be responsible for monitoring the implementation of the Purchase order under its terms.
3. Termination of the PO/ Contract: The MFK can terminate the concerned Contract, fully or partially, based on non-performance of the duties contracted by the Contractor, by issuing a written warning to the Contractor, in the following specific circumstances:

The Contractor fails to carry out his obligations pursuant to this PO/Contract; or

The Contractor fails to fulfil any obligation under this PO/ Contract. The Contractor shall be held liable for indemnification of all the losses caused to the MFK should the contract be terminated because of his fault. The MFK reserves the right to terminate this PO/ Contract, fully or partially, at any time, by a written warning issued to the Contractor.

The Supplier's Bank Details is:

Bank Name: Branch:

Bank Address: Account Name: Account No:

Swift Code:

IBAN (If applicable):

This purchase order is authorized for MFK with a total value without VAT of: **XXXX € (in words: (XXXXXXXXXXXXX euro)**

|  |  |
| --- | --- |
| **For** **MFK** | **For Contractor** |
| Signed: …………………………  Stamp:  Name: Petrit Selimi  Position: CEO of MFK  Date: XXXXXXX | Signed: …………………………  Stamp:  Name: ………………………….  Position: ……………………….  Date: …………………………… |

Annex 3. Curriculum Vitae (CV) for Proposed   
Professional Personnel

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Proposed Position | [only one candidate shall be nominated for each position] | | | | | | | |
| 1. Name of Firm | [Insert name of firm proposing the staff] | | | | | | | |
| 1. Name of Personnel | [Insert full name] | | | | | | | |
| 1. Date of Birth | [Insert birth date] | | | |
| 1. Email | [Insert Email] | | | |
| 1. Phone Number | [Insert Phone Number] | | | |
| 1. Nationality | [Insert nationality] | | | |  | |  | |
| 1. Education | [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment] | | | | | | | |
| 1. Membership in Professional Associations |  | | | | | | | |
| 1. Other Training | [Indicate appropriate postgraduate and other training] | | | | | | | |
| 1. Countries of Work Experience | [List countries where staff has worked in the last ten years] | | | | | | | |
| 1. Languages | [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] | | | | | | | |
|  | Language | Speaking | | | | Reading | | Writing |
|  |  |  | | | |  | |  |
| 1. Employment Record | [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.] | | | | | | | |
|  | From [year]: | | To [year]: | | | | | |
|  | Employer: | | | | | | | |
|  | Position(s) held: | | | | | | | |
| 1. Detailed Tasks Assigned | [List all tasks to be performed under this assignment] | | | | | | | |
| 1. Work undertaken that best illustrates capability to handle the tasks assigned: | [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 in Annex 1.] | | | | | | | |
|  | Name of assignment or project: | | |  | | | | |
|  | Year: | | |  | | | | |
|  | Location: | | |  | | | | |
|  | Client: | | |  | | | | |
|  | Main project features: | | |  | | | | |
|  | Position held: | | |  | | | | |
|  | Activities performed: | | |  | | | | |

1. 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.] [The MCA Entity reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]

1. Certification:

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

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

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Quotation for the position for which my CV has been included in the offer of the Bidder and
2. within the implementation period of the specific contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signature of Professional Personnel |  | | | |
| If this form has NOT been signed by the Professional Personnel, then in signing below the authorized representative of the Bidder is making the following declaration.  “In due consideration of my signing herewith below, if the 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 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 RFQ.” | | | | |
| Signature of Authorized Representative of the Bidder | |  | | | |
|  |  | |  |  |

Annex 4: Additional Provisions

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the GCC, the SCC, or in the Grant Agreement or related agreements.

The MFK is responsible for the oversight and management of the implementation of the Program on behalf of the Government, and intends to apply a portion of the proceeds of the Grant Agreement to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of the MFK and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Grant Agreement or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Grant Agreement, and (d) no party other than the Government and **t**he MFK shall derive any rights from the Grant Agreement or have any claim to MCC Funding.

**A. MCC Status; Reserved Rights; Third-Party Beneficiary**

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Program. MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.
2. MCC Reserved Rights.
   * 1. Certain rights are expressly reserved to MCC under this Contract, the Grant Agreement and other related Program documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
     2. MCC, in reserving such rights under this Contract, the Grant Agreement or other related Program documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a Party to this Contract.
     3. MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any Party.
     4. Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government,the MFK, MCC or any other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which the Consultant might otherwise have to the Government, the MFK, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.
3. Third-Party Beneficiary. MCC shall be deemed to be a third-party beneficiary under this Contract.

**B. Limitations on the Use or Treatment of MCC Funding**

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Grant Agreement or any other relevant agreement or Implementation Letter or applicable laws or United States Government policy. No MCC Funding shall be used for military purposes, for any activity likely to cause a substantial loss of United States jobs or a substantial displacement of United States production, to support any activity likely to cause a significant environmental, health or safety hazard, or to fund abortions or involuntary sterilizations as a method of family planning. MCC Funding shall be free from the payment or imposition of all Taxes as set forth in the Grant Agreement.

**C. Procurement**

The Consultant shall ensure that all procurements of goods, works or services under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Grant Agreement and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at [www.mcc.gov/ppg](http://www.mcc.gov/ppg). The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. laws, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MFK.

**D. Reports and Information; Access; Audits; Reviews**

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to the MFK in the manner and to the extent required by the Grant Agreement or related documents, and as may be reasonably requested by the MFK from time to time in order to comply with its reporting requirements arising under the Grant Agreement or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Grant Agreement and related documents that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Grant Agreement.
2. Access, Audits and Reviews. Upon MCC’s request, the Consultant shall permit authorized representatives of MCC, an authorized Inspector General of MCC, the United States Government Accountability Office, any auditor responsible for an audit contemplated by the Grant Agreement or conducted in furtherance of the Grant Agreement, and any agents or representatives engaged by MCC or the Government to conduct any assessment, review or evaluation of the Program, the opportunity to audit, review, evaluate or inspect activities funded by MCC Funding. The provisions of the Grant Agreement and related documents that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Grant Agreement.
3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements from the Grant Agreement in its contracts or agreements with other providers in connection with this Contract.

**E. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions**

1. The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, the MFK, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.
2. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](file:///C:/Users/knutsongm/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/AXUJJHAT/www.treas.gov/offices/enforcement/ofac), (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on [www.sam.gov](file:///C:/Users/knutsongm/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/AXUJJHAT/www.sam.gov) or (iv) on such other list as the MFK may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
3. The Consultant shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations, executive orders, and policies regarding money laundering, terrorist financing, trafficking in persons, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. § 1956, 18 U.S.C. § 1957, 18 U.S.C. § 2339A, 18 U.S.C. § 2339B, 18 U.S.C. § 2339C, 18 U.S.C. § 981, 18 U.S.C. § 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MFK, the Fiscal Agent, or the MFK’s permitted account bank, as may be applicable. The Consultant shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program ProcurementGuidelines (Eligibility Verification Procedures) that can be found on MCC’s website at [www.mcc.gov/ppg](http://www.mcc.gov/ppg). The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MFKor MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MFK with a copy to MCC.
4. Other restrictions on the Consultant shall apply as set forth in the Grant Agreement or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC orthe MFK, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Grant Agreement or any related document or that materially and adversely affects the Program assets or any Permitted Account.

**F. Publicity, Information and Marking**

1. The Consultant shall cooperate with the MFK and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, works and services funded by the United States Government, acting through MCC, all in accordance with the MCC Standards for Global Marking available on the MCC website at [www.mcc.gov](file:///C:/Users/knutsongm/Desktop/Consulting%20Services%20SBD/www.mcc.gov); provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to MCC’s prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.
2. Upon the termination or expiration of the Grant Agreement, the Consultant shall, upon MCC’s request, cause the removal of any such markings and any references to MCC in any publicity materials.

**G. Insurance**

The Consultant shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of this Contract. The Consultant shall be named as payee on any such insurance and the beneficiary of any such performance bonds and guarantees. The MFK and, at MCC’s request MCC, shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Consultant shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC’s election, such proceeds shall be deposited in an account as designated by the MFK and acceptable to MCC or as otherwise directed by MCC.

**H. Conflict of Interest**

The Consultant shall ensure that no officer, director, employee, affiliate, contractor, Sub-Consultant, agent, advisor or representative of the Consultant participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person’s immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, Sub-Consultants, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, Sub-Consultants, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Contract. Without limiting the foregoing, the Consultant shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the MFK as provided by the MFK to the Consultant.

**I. Inconsistencies**

In the event of any conflict between this Contract and the Grant Agreement, the term(s) of the Grant Agreement shall prevail.

**J. Other Provisions**

The Consultant shall abide by such other terms or conditions as may be specified by the MFK or MCC in connection with this Contract.

**K. Flow-Through Provisions**

In any subcontract or sub-award entered into by the Consultant, as permitted by this Contract, the Consultant shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.