



**MILLENNIUM  
FOUNDATION  
KOSOVO**

## **Request for Quotation (RFQ)**

Issued on 30 August 2022

**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 Communication and Outreach Activities – Production and Closing Events**

\*\*\*\*\*

**Ref No: RFQ/ MFK/ Shopping/ 2022 / No. 017**

**Letter of Invitation**  
**Requesting Quotation for**  
**Procurement of Communication and Outreach Activities – Production and**  
**Closing Events**

Ref: RFQ/ MFK/ SHOPPING/ 2022/ No. 017

Prishtina, Kosovo

30 August 2022

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 improving electricity supply through promoting energy efficiency and renewable energy generation, as well as promote transparent and responsive governance. The Threshold Program will run up to September 2022.
3. This Request for Quotations, the RFQ, follows the General Procurement Notice that appeared in, UNDB Online on 06 July 2022, the Kosovo Daily newspaper (Koha Ditore and Epoka e re) on 07 July 2022, and MFK website on 06 July 2022.

4. Millennium Foundation of Kosovo (MFK) intends to procure

Procurement of Communication and Outreach Activities

➤ **PRODUCTION & CLOSING EVENT**

Interested suppliers are invited to submit their price quotations. The detailed technical specifications are indicated in Annex 1.

5. 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.
6. Quotations should be presented on the standard form indicated in Annex 2 to this RFQ.
7. Quotations must be submitted as per the following instructions and in accordance with the Annex 1&2 of this RFQ.

**i. 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.

8. **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.

9. A price reasonableness assessment will be conducted. The quotation shall be rejected if the price is found to be unreasonably high or low.

**10. Bidders shall submit with their quotation's copies of the following documents:**

- I. It is required a Firm/ Company Business Registration form with details-  
Proof - **Copy of Business registration with details;**

- II. A copy of your up-to-date **tax clearance certificate**

- III. It is required to show three (3) completed similar projects concerning environment, data usage, women empowerment, or judicial support, successfully completed. This evidence may be provided in the form of presentation of visual works, copies of contracts, invoices, reference letters etc.

**Proof: Fill the Form EXP-1: Specific Experience;**

- IV. It is required to show three (concluded) projects as evidence of work with international donors and foundations.

**Proof: Fill the Form EXP-1: Specific Experience;**

- i. **It is required**

The production team should demonstrate the availability of 2 (two) senior members dedicated to the working process of product and event delivery.

The team members should include 1 (one) print and product master, 1 (one) media buying specialist.

The company is invited to attach the *CV of the team members as per form attached in Annex 3, the portfolio as well as the contact references of assignments conducted with developing agencies in Kosovo.*

11. In evaluating the quotations, the Purchaser/MFK will adjust for any arithmetical errors as follows:

- b. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- c. 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
- d. If you refuse to accept the correction, your quotation will be rejected

12. 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.

13. 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>.
14. **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.
15. Payments for the Goods/Services will be made 100% within 30 days after delivery and acceptance of the Goods/Services by MFK.
16. **Delivery Time:**  
**Within seven (7) days after dual signature of Purchase Order.**
17. **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.
18. **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.
19. 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.
20. 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: "***Your Company Name*** – **email address**".
21. The File request link (Dropbox link) for submission of quotations is as follows:

<https://www.dropbox.com/request/Pkc7pqgz3Vh1rc9zP37v>

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

22. 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.
23. Deadline for submission of quotations is **07 September 2022, at 16:00 pm hours local time in Kosovo.**
24. 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.
25. The term of this Agreement shall be until September 2022 and depends on the availability of the funds, whichever comes first and may be extended by mutual agreement.
26. MFK may terminate at any time this Agreement, in whole or in part, upon delivery of notice to the Contractor.

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)

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## ANNEX 1 - TECHNICAL SPECIFICATIONS

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

### PRODUCTION AND EVENT

Art. No.	Item Specifications Proposed by Bidder	Deviations, If Any
<b>1.</b>	<b>Photography &amp; Video Services</b>	
1.1	Daily fee for photography services	
1.2	Photography pool (access to photography archives and the right to use up to 10 photographs in promotional material)	
1.3	Daily fee for video services	
1.4	Daily fee for editing and post production services	
1.5	Creation of videos up to 5min	
1.6	Creation of videos up to 15 min	
<b>2.</b>	<b>PRINT &amp; PRODUCTION</b>	
2.1	Print of program FactSheets program guide, up to A4, recycled heavy paper, up to 20 pages, color print	
2.2	Print of quarterly The Challenger newsletter, A3, color, recycled paper 80gr, 8 pages	
2.3	Print of programmatic books program book 20x24cm, glossy paper, recycled paper, (mixed paper) hard cover, up to 300 pages, cmyk color, emboss and deboss applied in the cover, cmyk applied in the cover.	
2.4	Print of postcards print of different greeting cards in A5 format, emboss / deboss, cmyk, offset, up to 300gr, (price per item, up to 300 items)	
2.5	Print of Program Brochures MFK print of brochures on eco paper, format A5, 24 pages, color print	
2.6	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: 1 color 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.	
2.7	Print of stationery kit: pens - ballpoint pen with cylindrical plastic shaft, print in color	
2.8	Print of backdrop banner - MFK backdrop banner with premium mechanism 300x200 cm + mobility bag	
2.9	Print of roller banners MFK roller banners with premium mechanism 85x200 cm + mobility bag	
2.10	Print of metallic pins	

	MFK branded metallic pins 3 x 3cm	
<b>3.</b>	<b>Traditional and Online Media Buying</b>	
3.1	Livestream of online events with cross-stream in major portals in Kosovo (Add average price considering presence in the relevant portals)	
3.2	Sponsored articles to advertise online or hybrid events in major news portals in Kosovo (Add average price considering presence in the relevant portals)	
3.3	Native articles to advertise programs in implementation or invitations to participate. (Add average price considering presence in the relevant portals)	
3.4	Media buying on local TVs. (Add price per slot, up to 60 seconds)	
3.5	Media buying in Radio Stations (add price per slot, up to 60 seconds)	
3.6	Manage Media Presence during and at the completion of different events (add price per event)	
<b>4.</b>	<b>THP Closing Event</b>	
4.1	Rent of venue for 300 people	
4.2	Catering Services for 300 people	
4.3	Large projection services	
4.4	Sound services (sound, wireless microphones)	
4.5	Hybrid event management	
4.6	Simultaneous translation and devices for 300 people	
4.7	Zoom management and recording	
4.8	Social Media cross-sharing with online media platforms and Facebook	
4.9	Social Media support during the event	
4.10	Boosting of the event in social media	



## ANNEX 2 - Price Quotation Submission Form - FORM OF QUOTATION

\_\_\_\_\_ (Date)

To: **Millennium Foundation Kosovo**

Attention: Procurement Manager - MFK

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)

We offer to execute the \_\_\_\_\_ (name and number of Contract) in accordance with the Conditions of Contract (in the Form of Contract) accompanying this Quotation for the Contract Price of EURO:

\_\_\_\_\_ (amount in words and numbers)

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer required by the Request for Quotation.

We have not been associated with the firm that prepared the Terms of references and specifications of the contract that is the subject of this request for quotation.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

## ANNEX 2 –PRODUCTION and EVENT

Please find on the Object below the ANNEX 2 - **Price Quotation Submission Form (OFFER)** in Excel Format:



ANNEX 2 – Price  
Quotation Submission

Please send the ANNEX 2 **Price Quotation Submission Form (OFFER)** in **PDF and Excel format**

### **Annex 3. Curriculum Vitae (CV) for Proposed**

#### **Professional Personnel**

- 1.** Proposed Position [only one candidate shall be nominated for each position]
- 2.** Name of Firm [Insert name of firm proposing the staff]
- 3.** Name of Personnel [Insert full name]
- 4.** Date of Birth [Insert birth date]
- 5.** Email [Insert Email]
- 6.** Phone Number [Insert Phone Number]
- 7.** Nationality [Insert nationality]
- 8.** Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]
- 9.** Membership in Professional Associations
- 10.** Other Training [Indicate appropriate postgraduate and other training]
- 11.** Countries of Work Experience [List countries where staff has worked in the last ten years]
- 12.** Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

Language	Speaking	Reading	Writing
----------	----------	---------	---------
- 13.** 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:
- 14.** Detailed Tasks Assigned [List all tasks to be performed under this assignment]
- 15.** 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:

**16. 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.]

**17. 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

## Form EXP-1: Specific Experience

Fill in one (1) form per contract.

Contract with Specific Experience		
Contract No . . . . . of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	EURO (€)	
If member of a JV or other association, or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
MCA Entity's (contracting authority) Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with the Specific Experience Brief Description of the Services Executed by the Bidder/Member of a JV/Association making up the Bidder		

## Purchase Order

Procurement Reference	
RFQ No	Contract/PO No
<b>RFQ/ MFK/ SHOPPING/ 2022 / NO. 017</b> PRODUCTION & CLOSING EVENT	<b>RFQ/ MFK/ SHOPPING/ 2022 / NO. 017</b>

To: \_\_\_\_\_

Your quotation reference quotation dated *XX August 2022* 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:

<b>PURCHASE ORDER N°:</b>		<b>Date: XX XXXX 2022</b>		
Beneficiary: <b>Millennium Foundation of Kosovo</b> Str. Migjeni 21 (ex Bank of Ljubljana) 9th Floor Prishtina 10000, Kosovo <a href="mailto:procurement@millenniumkosovo.org">procurement@millenniumkosovo.org</a> Telephone: +383 38 200 14 315		<b>Procurement of XXXXX</b>		
<b>Supplier/Service Provider: XXXXX,</b>				
Address: <b>XXXX</b> Email: Contact Name:		Tel No:	Business No: <b>XXXX</b> Fiscal No.: <b>XXXXX</b>	
<b>ORDER</b>				
Art. no.	Description	Estimated QTY	Unit Price (EURO)	Total Price (EURO)
X	XXXXXXXXXXXXX	X		
X	XXXXXXXXXXXXX	X		
X	XXXXXXXXXXXXX	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
4. Place of delivery Millennium Foundation Kosovo (MFK) premises.
5. 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.
6. Delivery period:  
**Within seven (7) days after dual signature of Purchase Order.**
7. 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.
8. 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.
9. 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: XXXXXXXXXXXXXXX euro)**

<b>For MFK</b>	<b>For Contractor</b>
----------------	-----------------------

Signed: .....

Stamp:

Name: Petrit Selimi

Position: CEO of MFK

Date: XXXXXXX

Signed: .....

Stamp:

Name: .....

Position: .....

Date: .....



## **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 the 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.
  - (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) 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](http://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](http://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 Procurement Guidelines (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 MFK or 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 or the 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](http://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.<sup>2</sup>