



REQUEST FOR PROPOSALS

MILLENNIUM CHALLENGE ACCOUNT - MONGOLIA

on behalf of:

The Government of Mongolia

Millennium Challenge Account - Mongolia Program

funded by

The United States of America

through

The Millennium Challenge Corporation

for

Procurement of Public Relations Agency Services

RFP #MCA-M/Proc/048

Quality and Cost-Based Selection

IDIQ (Indefinite Delivery-Indefinite Quantity)

Issued on: July 26, 2023

Letter of Invitation

Ulaanbaatar, Mongolia
July 26, 2023

Re: Procurement of Public Relations Agency Services
RFP #MCA-M/Proc/048

Dear Madam/Sir:

1. The United States of America, acting through the Millennium Challenge Corporation (“MCC”) and the Government of Mongolia (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Mongolia (the “Compact”) in the amount of 350 million USD (“MCC Funding”). The Government, acting through Millennium Challenge Account-Mongolia (the “MCA-Mongolia”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Proposals (“RFP”) is issued. Any payments made by the MCA-Mongolia under the proposed contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use and distribution of MCC Funding. No party other than the Government and the MCA-Mongolia shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website (www.mcc.gov) and MCA-Mongolia’s website (<https://mca-mongolia.gov.mn/>).
2. The Compact addresses one of the country’s most binding constraints to economic growth: costly access to water and sanitation. The Compact will assist the Government in meeting the projected demand for water in the capital city of Ulaanbaatar for residential consumers and commercial and industrial users through a Water Supply Project, consisting of three closely related investment activities:
 - **Downstream Wells Activity**, to construct new groundwater wells with attendant transmission lines, reservoirs, and an advanced water purification plant;
 - **Wastewater Recycling Activity**, to construct a new wastewater recycling plant and pipelines to provide high-quality treated wastewater that can be used instead of fresh water by water-intensive industries, thereby increasing the amount of fresh water available for household consumption; and

- **Water Sector Sustainability Activity**, to support policy reforms, capacity building, and technical assistance to improve the long-term sustainability of Ulaanbaatar's water supply.
3. This IDIQ RFP follows the General Procurement Notice (“GPN”) that appeared on international websites UNDB on May 15, 2023, dgMarket on May 23, 2023, LinkedIn on May 15, 2023, local news website www.ikon.mn on May 15, 2023, local newspaper “Daily Newspaper” on May 15, 2023 and “Unuudur” newspaper on May 15, 2023, MCA-Mongolia’s website www.mca-mongolia.gov.mn on May 15, 2023.
 4. The MCA-Mongolia now invites Proposals from legally constituted consulting firms to provide the consulting services referenced above (“Proposals”). The consultant may be requested to perform the services indicated in Section V: Terms of Reference for IDIQ Contract, of the RFP.
 5. This IDIQ RFP is open to all eligible entities (“Consultants”) who wish to respond. Subject to restrictions noted in the IDIQ RFP, Consultants may associate with other Consultants to enhance their capacity to successfully carry out the assignment.
 6. Pursuant to this IDIQ RFP, the MCA-Mongolia intends to award the IDIQ Contract for the Consultancy Services for a period of approximately **27 months**.

This invitation is for a fixed-rate contract payable in US Dollars. The term of the Contract would include a period to cover the **Base Period of approximately three (3) months ending March 31, 2024; an Option Period I to cover the twelve (12) months ending March 31, 2025; and an Option Period II to cover the twelve (12) months ending March 31, 2026**. MCA-Mongolia shall determine at its sole discretion whether to exercise each Option Period or not.

The estimated budget to be allocated for these services to be performed over the Base and Option Periods is **US\$467,746.00**.

For the duration of the Contract (Base and both Option Periods), the Consultant will be requested to provide the services through issuance of individual Task Orders, which will clearly describe all services to be performed. Prior to the issuance of each individual Task Order, the Consultant and MCA-Mongolia will be required to agree on the scenario proposed by the Consultant, timesheet, list of the personnel involved, estimated hours and etc., necessary for the implementation of each individual Task Order.

Any Task Order issued pursuant to this Contract shall be fixed price for labor based on the fully loaded labor rates fixed in the IDIQ Contract for the relevant period of the Contract. The Consultant shall provide services only after signing an individual Task Order. The Consultant is not authorized to perform any task not covered by a Task Order or any other written agreement issued by MCA-Mongolia.

The **Illustrative Task Order Request** could be found in **Part 3 of this RFP**.

7. An IDIQ Consultant will be selected under the **Quality and Cost-Based Selection (QCBS) method**, the evaluation procedure for which is described in sections of the RFP in accordance with “MCC Program Procurement Guidelines” which are provided on the MCC website (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>). The selection process, as described, will include a review and verification of

qualifications and past performance, including a reference check, prior to the contract award.

8. The IDIQ RFP includes the following Sections:

PART 1: Selection of IDIQ Consultant

- Section I: Instructions to Consultants
- Section II: Proposal Data Sheet
- Section III: Qualification and Evaluation Criteria
- Section IVA: Technical Proposal Forms
- Section IVB: Financial Proposal Forms
- Section V: Terms of Reference for IDIQ Contract

PART 2: Draft IDIQ Contract

- Section VI: Parts of the Contract:
 - I: General Conditions of Contract
 - II: Special Conditions of Contract
 - III: Contract Forms and Annexes

PART 3: Illustrative Task Order Request

9. Consultants interested in submitting a Proposal should register their interest by sending an e-mail with the subject: “**Request for Public Relations Agency Services RFP**” to the **Procurement Agent of MCA-Mongolia** at PA-Mongolia@charleskendall.com with a copy to procurement@mca-mongolia.gov.mn, giving full contact details of the Consultant. This will ensure that the Consultants receive updates regarding this IDIQ RFP.
10. A Pre-Proposal Conference will be held in the form of a webinar on **August 25, 2023, at 10:30 am Ulaanbaatar time**. Consultants can register for and attend the webinar using this link:
<https://us02web.zoom.us/meeting/register/tZEvfuurpzwjH9Ek2iOkkOdlQiuqggviMwZt>
Attendance at the Pre-Proposal Conference is strongly advised for all prospective Consultants or their representatives but is not mandatory.
11. Clarifications may be requested up to **5:00 pm Ulaanbaatar time (GMT +8), on September 1, 2023**. The address for requesting clarifications is:

Millennium Challenge Account - Mongolia

Att.: The Procurement Agent

Email: PA-Mongolia@charleskendall.com

cc to procurement@mca-mongolia.gov.mn

MCA-Mongolia will consolidate all submitted requests for clarifications and will issue a Q&A document not later than **September 13, 2023, by 5:00 pm Ulaanbaatar Time**.

12. Proposals duly signed by an authorized representative of the Consultant must be submitted on or before **10:00 am Ulaanbaatar time, on September 25, 2023**, by

following the procedure for electronic submission of proposals specified in the **Sub-Clause 17 of the Section I. Instructions to Consultants**. The provided web link for uploading the proposals will expire on the date and time of the deadline for submission, thus no late proposals will be received.

13. Technical Proposals will be opened in the presence of the Consultants and/or their representatives who choose to attend at **10:30 am Ulaanbaatar time (GMT +8), on September 25, 2023** The public opening Web conference link (Zoom Video Platform) is <https://us02web.zoom.us/j/86742273214>

Yours sincerely,

Procurement Agent Manager
Procurement Agent
Millennium Challenge Account-Mongolia

Part 1 - Selection of IDIQ Consultant

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Section I. Instructions to Consultants (ITC)

A. General

In Part 1 (Proposal and Selection Procedures) of this IDIQ Request for Proposals, the following words and expressions shall have the meanings stated. These definitions shall not apply to any words or expressions in the sections that make up Part 2 (Conditions of Contract and Contract Forms) of this IDIQ RFP, in which such words and expressions shall have the meanings stated in GCC Sub-Clauses 1.1 and 2.1 unless otherwise specified.

Definitions

- (a) “Addendum” or “Addenda” means a modification to this RFP issued by the MCA Entity.
- (b) “Associate” means any entity that is a member of the Association that forms the Consultant. A Sub-Consultant is not an Associate.
- (c) “Association” or “association” means an association of entities that forms the Consultant.
- (d) “Compact” means the Millennium Challenge Compact **identified in the PDS**.
- (e) “Compact Development Funding Agreement” or “CDF Agreement” means the Compact Development Funding Agreement **identified in the PDS**.
- (f) “Confirmation” means confirmation in writing.
- (g) “Consultant” – “IDIQ Consultant” means any legal entity that may provide or provides the Services to the MCA Entity under the Contract.
- (h) “Contract” – “IDIQ Contract” means the contract proposed to be entered into between the MCA Entity and the Consultant, including all attachments, annexes, and all documents incorporated by reference therein, a form of which is included in Part 2 of this RFP.
- (i) “day” means a calendar day.
- (j) “FBS” means Fixed Budget Selection method as defined in the MCC PPG.
- (k) “Financial Proposal” has the meaning given the term in ITC Sub-Clause 12.11.
- (l) “Fiscal Agent” means any entity that provides services to the MCA Entity under the terms of the Fiscal Agent Agreement.
- (m) “GCC” means the General Conditions of the Contract.
- (n) “Government” means the Government **identified in the PDS**.
- (o) “IFC Performance Standards” means the International Finance Corporation’s Performance Standards on Environmental and Social Sustainability.
- (p) “Implementing Entity” means a Government affiliate **identified in the PDS** engaged by the MCA Entity for the purposes of Compact Implementation.
- (q) “Instructions to Consultants” or “ITC” means Section I of this document, including any amendments, which provides Consultants with all information needed to prepare their Proposals.

- (r) “in writing” means communicated in written form (e.g., by mail, e-mail, fax, telex) with proof of receipt.
- (s) "Key Professional Personnel" means the Key Professional Personnel identified pursuant to ITC Sub-Clause 12.5(d).
- (t) “LCS” means the Least Cost Selection method as defined in the MCC PPG.
- (u) “Millennium Challenge Corporation” or “MCC” means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (v) “MCA Entity” or “Client” means the accountable entity designated by the Government to implement the Compact or Threshold, **identified in the PDS**.
- (w) “MCC Funding” means the funding MCC has made available to the Government pursuant to the terms of the Compact.
- (x) “MCC’s AFC Policy” has the meaning provided in ITC Clause 3.
- (y) “MCC Counter-Trafficking in Persons Policy” means the policy identified in ITC Clause 4.
- (z) “MCC Gender Policy” means the MCC Gender Policy and its amendments updated from time to time on the MCC website at <https://www.mcc.gov/>.
- (aa) “MCC Program Procurement Guidelines” or “MCC PPG” means the MCC Program Procurement Guidelines, and its amendments posted from time to time on the MCC website at <https://www.mcc.gov/ppg> .
- (bb) “PDS” means the Proposal Data Sheet, such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (cc) “Personnel” means Key Professional Personnel and additional staff provided by the Consultant, or by any Sub-Consultants, or Associates that are assigned to perform the Services or any part thereof.
- (dd) "Pre-Proposal Conference" means the pre-proposal conference **specified in PDS** ITC 1.4, if any.
- (ee) “Proposal” means the Technical Proposal or the Financial Proposal, as the case may be, for the provision of services submitted by a Consultant in response to this RFP.
- (ff) “QBS” means Quality-Based Selection method as defined in the MCC PPG.
- (gg) “QCBS” means Quality and Cost-Based Selection method as defined in the MCC PPG.

- (hh) “RFP” – “IDIQ RFP” means this Request for Proposals, including any amendments that may be made, prepared by the MCA Entity for the selection of the Consultant.
- (ii) “SCC” means the Special Conditions of Contract.
- (jj) “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- (kk) Sexual harassment is defined in the Guidance Note to MCAs on Sexual Harassment available at <https://www.mcc.gov>.
- (ll) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (mm) “Taxes” has the meaning given the term in the Compact.
- (nn) “Task Order” or “TO” means a specific assignment to be performed by a Consultant holding an IDIQ Contract according to the TOR issued under the IDIQ Contract.
- (oo) “TEP” means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.
- (pp) “Technical Proposal” has the meaning given the term in ITC Sub-Clause 12.5.
- (qq) “Terms of Reference” or “TOR” means the document included in this RFP as Section V which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the MCA Entity and the Consultant, and expected results and deliverables of the assignment.
- (rr) “Threshold Program Grant Agreement” means the Threshold Program Grant Agreement **identified in the PDS**.
- (ss) “Trafficking in Persons” or “TIP” has the meaning given to the term in the MCC Program Procurement Guidelines.

1. Scope of RFP

- 1.1 The MCA-Entity will select a Consultant in accordance with the selection method **specified in the PDS**.
- 1.2 Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
- 1.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as **named in the PDS**. The Proposal will be the

basis for contract negotiations and ultimately for a signed IDIQ Contract with the selected IDIQ Consultant.

- 1.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a Pre-Proposal Conference if one is **specified in the PDS**. Attending any Pre-Proposal Conference is strongly advised, but not mandatory. Attending any Pre-Proposal Conference and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.
- 1.5 The MCA Entity will timely provide, at no cost to the Consultant, the inputs and facilities **specified in the PDS**, assist the firm in obtaining licenses and permits needed to carry out the Services and make available relevant project data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise **specified in the PDS**.
- 1.6 The MCA Entity is not bound to accept any Proposal and reserves the right to cancel the procurement at any time prior to Contract award, without thereby incurring any liability to any Consultant.

2. Source of Funds

- 2.1. The United States of America, acting through MCC, and the Government have entered into the Compact. The Government, acting through the MCA Entity, intends to apply a portion of the MCC Funding to eligible payments under the Contract. Any payments made under the Contract with MCC Funding will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use and distribution of MCC Funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to any proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website (www.mcc.gov) or on the website of the MCA Entity.

3. Fraud and Corruption

- 3.1 MCC requires that all beneficiaries of MCC Funding, including the MCA Entity and any applicants, bidders, suppliers, contractors, subcontractors, Consultants, and Sub-Consultants under any MCC-funded contracts, observe

the highest standards of ethics during the procurement and execution of such contracts. MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations ("MCC's AFC Policy") is applicable to all procurements and contracts involving MCC Funding and can be found on the MCC website. MCC's AFC Policy requires that companies and entities receiving MCC funds acknowledge notice of MCC's AFC Policy and certify that they have acceptable commitments and procedures in place to address the potential for fraudulent and corrupt practices. In pursuance of this policy, the following conditions shall apply:

- (a) For the purposes of these provisions, the terms set forth below are defined as follows, and sometimes referred to collectively in this document as "Fraud and Corruption":
 - (i) **"coercion"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of a party in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including such actions taken in connection with a procurement process or the execution of a contract;
 - (ii) **"collusion"** means a tacit or explicit agreement between two or more parties to engage in a coercive, corrupt, fraudulent, obstructive or prohibited practice, including any such agreement designed to fix, stabilize, or manipulate prices or to otherwise deprive the Accountable Entity of the benefits of free and open competition;
 - (iii) **"corruption"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official, Accountable Entity staff, MCC staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with MCC funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract.;
 - (iv) **"fraud"** means any act or omission, including any misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party in order to

obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation;

- (v) ***“obstruction of investigation into allegations of fraudulent or corrupt practice”*** means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC funding: (a) that results in the deliberate destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of a coercive, collusive, corrupt, fraudulent, or prohibited practice; or (b) that threatens, harasses, or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; or (c) that is intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC and/or the Office of the Inspector General (OIG) responsible for MCC provided under a compact, threshold program agreement, or related agreements. “
- (vi) ***“prohibited practice”*** means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions) of the Annex of General Provisions that will be made a part of MCC-funded contracts.
- (b) The MCA Entity will reject a Proposal (and MCC will deny approval of a proposed Contract award) if it determines that the Consultant recommended for award has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for the Contract.
- (c) MCC and the MCA Entity have the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time either MCC or the MCA Entity determines that the Consultant has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in executing, such a

contract.

- (d) MCC and the MCA Entity have the right to require that a provision be included in the Contract requiring the selected Consultant to permit the MCA Entity, MCC, or any designee of MCC, to inspect the Consultant's, or any of the Consultant's suppliers or Sub-Consultants on the Contract, accounts, records and other documents relating to the submission of its Proposal or performance of the Contract and to have such accounts, records and other documents audited by auditors appointed by MCC or by the MCA Entity with the approval of MCC.
- (e) In addition, MCC has the right to cancel any portion of the MCC Funding allocated to the Contract if it determines at any time that any representative of a beneficiary of MCC Funding engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices during the selection process or the execution of any MCC-funded Contract, without the MCA Entity having taken timely and appropriate action satisfactory to MCC to remedy the situation.

4. Environmental and Social Requirements

Trafficking in Persons

- 4.1. MCC has a zero-tolerance policy with regard to Trafficking in Persons. Trafficking in Persons ("TIP") is the crime of using force, fraud, and/or coercion to exploit another person. Trafficking in Persons can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to ensuring appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the projects it funds.
- 4.2. The Additional Provisions (Annex B of the Contract) of this IDIQ RFP sets out certain prohibitions, Consultant requirements, remedies and other provisions that will be made a binding part of any Contract that may be entered into.
- 4.3. Additional information on MCC's requirements aimed at

combating trafficking in persons can be found in MCC's Counter-Trafficking in Persons Policy that can be found on MCC's website

(<https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy>). All contracts funded by MCC are required to comply with MCC's Counter-Trafficking in Persons requirements as described in the Counter-Trafficking in Persons Policy. Contracts for projects categorized by MCC as high-risk for TIP are required to implement a TIP Risk Management Plan (which is to be developed by the MCA Entity and implemented by the corresponding contractor).

**MCC
Environmental
Guidelines
and IFC
Performance
Standards**

- 4.4 The Consultant shall ensure that its activities, including any activities carried out by Sub-consultants, under the Contract comply with MCC's Environmental Guidelines (as such term is defined in the Compact or related agreement, which are available at <http://www.mcc.gov>), and are not "likely to cause a significant environmental, health, or safety hazard" as defined in such Environmental Guidelines. The Consultant is also required to comply with IFC Performance Standards for the purposes of this contract. Additional information on the IFC Performance Standards can be found here: http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/policies-standards/performance-standards.

**5. Eligible
Consultants**

- 5.1. The eligibility criteria set out in this section will apply to the Consultant, including all parties constituting the Consultant, for any part of the Contract, including related services.
- 5.2. A Consultant may be a private entity, certain government-owned entities (in accordance with MCC Program Procurement Guidelines as described in ITC Sub-clause 5.6), or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement of association in the form of a joint venture or other association.
- 5.3. A Consultant, all parties constituting the Consultant, and any Sub-consultants for any part of the Contract, including related services, may have the nationality of any country, subject to the nationality restrictions specified in this ITC Clause 5. An entity will be deemed to have the nationality of a country if such entity is constituted, incorporated, or registered in, and operates in

conformity with, the provisions of the laws of that country.

5.4. Consultants must also satisfy the eligibility criteria contained in the MCC PPG governing MCC-funded procurements under the Compact. In the case where a Consultant intends to join with an associate or sub-contract part of the Contract, then such associate shall also be subject to the eligibility criteria set forth in this RFP and the MCC PPG.

5.5. No full-time key professional personnel of a Consultant currently contracted by any MCA Entity shall be proposed to work as, or on behalf of, any Consultant. In the case where a Consultant seeks to engage such full-time key professional personnel, it should seek written approval from the MCA Entity for the inclusion of such a person, prior to the Consultant's submission of its Proposal

Government-Owned Enterprises (GOE)

5.6. Government-Owned Enterprises ("GOEs") are not eligible to compete for MCC-funded contracts for goods (which includes contracts for the supply and installation of information systems) or works. GOEs (a) may not be a party to any MCC-funded contract for goods or works procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (b) may not be prequalified or shortlisted for any MCC-funded contract for goods or works anticipated to be procured through these means. This prohibition does not apply to Government-owned Force Account units owned by the Government of the MCA Entity's country, or Government-owned educational institutions and research centers, any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of MCC Program Procurement Guidelines. All Consultants must certify their status as part of their proposal submission.

Joint Ventures or Associations

5.7. In the case where a Consultant is, or proposes to be, a joint venture or other Association (a) all members of the joint venture or Association must satisfy the legal, financial, litigation, eligibility and other requirements set out in this RFP; (b) all members of the joint venture or Association will be jointly and severally liable for the execution of the Contract; and (c) the joint venture or Association will nominate a representative who will have the authority to conduct all business for and on behalf of

any and all the members of the joint venture or the Association is awarded the Contract, during Contract performance.

Conflict of Interest

- 5.8. A Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified, unless the conflict of interest has been mitigated and the mitigation is approved by MCC. The MCA Entity requires that Consultants hold the MCA Entity's interests paramount at all times, strictly avoid conflicts of interest, including conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing, a Consultant, including all parties constituting the Consultant and any Sub-Consultants and suppliers for any part of the Contract, including related services, and their respective Personnel and affiliates, may be considered to have a conflict of interest and disqualified or terminated if they:
- (a) have at least one controlling partner in common with one or more other parties in the process contemplated by this RFP; or
 - (b) have the same legal representative as another Consultant for purposes of this Proposal; or
 - (c) have a relationship, directly or through common third parties, that puts them in a position to have access to information about or influence over the Proposal of another Consultant, or influence the decisions of the MCA Entity regarding the selection process for this procurement; or
 - (d) participate in more than one Proposal in this process; participation by a Consultant in more than one Proposal will result in the disqualification of all Proposals in which the party is involved; however, this provision does not limit the inclusion of the same Sub-Consultant in more than one Proposal; or
 - (e) are themselves, or have a business or family relationship with, (i) a member of the MCA Entity's board of directors or staff, (ii) the Procurement Agent, Fiscal Agent, or Auditor (as defined in the Compact or related agreements) hired by the MCA Entity in connection with the Compact, any of whom is directly or indirectly involved in any part of (A) the preparation of this RFP, (B) the selection process for this procurement, or (C) supervision of the Contract, unless the conflict stemming from this

relationship has been resolved in a manner acceptable to MCC; or

- (f) any of their affiliates have been or, at present, are engaged by the MCA Entity in the capacity of the Procurement Agent or Fiscal Agent under the Compact.

5.9. A Consultant that has been engaged by the MCA Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For example, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

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

**Government
Employees**

5.11. The following restrictions shall apply (in each case subject to the limited exceptions set in ITC Sub-Clause 5.11(f) below):

- (a) No member of the MCA Entity's board of directors or current employees of the MCA Entity or key professional personnel of a consulting firm currently contracted by any MCA Entity (whether part time, or full time, paid or unpaid, in leave status, etc.) shall be proposed or work as, or on behalf of, any Consultant.
- (b) Except as provided in Sub-Clause 5.11(d), no current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies.
- (c) Recruiting former MCA Entity or Government

employees to perform services for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.

- (d) If a Consultant proposes any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that: (i) they will be on leave without pay from the time of their official Proposal submission and will remain on leave without pay until the end of their assignment with the Consultant and they are allowed to work full-time outside of their previous official position; or (ii) they will resign or retire from Government employment on or prior to the Contract award date. Under no circumstances shall any individuals described in (i) and (ii) be responsible for approving the implementation of this Contract. Such certification shall be provided to the MCA Entity by the Consultant as part of its Technical Proposal.
- (e) No employee of MCC-funded accountable entity in any other country that is responsible for managing or administering any contract, grant, or other agreement between the Consultant and such other MCC-funded accountable entity shall be proposed or work as, or on behalf of, the Consultant. Similarly, if a Consultant proposes a team member who is currently working as a Key Personnel (at the time of proposal submission) with any Consultant at any MCC-funded accountable entity in any other country, the Proposal shall include a permission letter from the MCA Entity of that country to include this team member into the Proposal.
- (f) In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-Clauses 5.11(a) – 5.11(d), who may have left the MCA Entity within a period of less than twelve (12) months of the date of this RFP, it must obtain a “no-objection” from the MCA Entity for the inclusion of such a person, prior to the Consultant’s submission of its Proposal. The MCA Entity must also obtain a “no-objection” from MCC before replying to the Consultant on any related correspondence.

**Ineligibility and
Debarment**

- 5.12. A Consultant, all parties constituting the Consultant, and any Sub-Consultants and suppliers for any part of the Contract, including related services, and their respective Personnel and affiliates, will not be any person or entity under (a) a declaration of ineligibility for engaging in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices as contemplated by ITC Sub-Clause 3.1 above, or (b) that has been declared ineligible for participation in a procurement in accordance with the procedures set out in Part 10 of MCC's Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC's website at www.mcc.gov/ppg. This would also remove from eligibility for participation in this procurement any entity that is organized in, or has its principal place of business or a significant portion of its operations in, any country that is subject to sanctions or restrictions by law or policy of the United States.
- 5.13. A Consultant, all parties constituting the Consultant, and any Sub-Consultants and suppliers for any part of the Contract, including related services, and their respective Personnel and affiliates not otherwise made ineligible for a reason described in this ITC 5 will nonetheless be excluded if:
- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the Consultant (including any Associates, Sub-Consultants, and suppliers and any respective affiliates); or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of the Consultant (including any Associates, Sub-Consultants, and suppliers and any respective affiliates) or any payments to entities in such country; or
 - (c) such Consultant, any parties constituting the Consultant, any Sub-Consultant or supplier or their respective Personnel or affiliates are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on MCC's website.

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| Evidence of Continued Eligibility | 5.14. Consultants shall provide such evidence of their continued eligibility in a manner satisfactory to the MCA Entity, as the MCA Entity shall reasonably request. |
| Unfair Advantage | 5.15. If a Consultant could derive an unfair competitive advantage from having provided consulting services related to the assignment in question, the MCA Entity shall make available to all Consultants, together with this RFP, all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| Commissions and Gratuities | 5.16. A Consultant will furnish information on commissions and gratuities, if any, paid or to be paid relating to this procurement or its Proposal and during the performance of the Contract if the Consultant is awarded the Contract, as requested in the RFP. |
| 6. Origin of Goods and Consulting Services | 6.1. Goods supplied and consulting services provided under the Contract may originate from any country, subject to the same restrictions specified for Consultants (including their Associates, if any), their Personnel, and Sub-Consultants set forth in ITC Sub-Clause 5. |

B. Contents of RFP

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| 7. Sections of RFP | 7.1. This IDIQ RFP consists of Parts 1 and 2, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITC Clause 9. |
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PART 1: Selection of IDIQ Consultants

Section I: Instructions to Consultants (ITC)
 Section II: Proposal Data Sheet (PDS)
 Section III: Qualification and Evaluation Criteria
 Section IVA: Technical Proposal Forms
 Section IVB: Financial Proposal Forms
 Section V: Terms of Reference for IDIQ Contract

PART 2: Draft IDIQ Contract

Section VI: Parts of the Contract
 I: General Conditions of Contract (GCC)

II: Special Conditions of Contract
III. Contract Forms and Annexes

Appendices

PART 3: Illustrative Task Order Request

- 7.2. The Letter of Invitation Requesting Proposals issued by the MCA Entity is not part of the RFP.
- 7.3. Unless obtained directly from the MCA Entity, the MCA Entity is not responsible for the completeness of this RFP, responses to requests for clarification, the Minutes of the Pre-Proposal Conference (if any), or Addenda to the RFP. In case of any contradiction, documents obtained directly from the MCA Entity shall prevail.
- 7.4. The Consultant is expected to examine all instructions, forms, terms, and Terms of Reference in this RFP. Failure to furnish all information or documentation required by this RFP may result in the rejection of the Proposal.

**8. Clarification
of RFP**

- 8.1. A prospective Consultant requiring any clarification of this RFP shall contact the MCA Entity in writing, or by email or fax at the MCA Entity's address **indicated in the PDS**. The MCA Entity will respond to any request for clarification, provided that such a request is received no later than the number of days **indicated in the PDS** prior to the deadline for submission of Proposals. The MCA Entity shall send written copies of the responses, including a description of the inquiry but without identifying its source, to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, as the case may be, by the date **specified in the PDS**. The MCA Entity will also post a copy of the responses and inquiry descriptions to the MCA Entity's website **indicated in the PDS**. Should the clarification result in changes to the essential elements of this RFP, the MCA Entity shall amend this RFP following the procedure under ITC Clause 9.
- 8.2. The Consultant's designated representative is invited to attend a Pre-Proposal Conference, if provided for in PDS ITC Clause 1.4. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.3. Minutes of the Pre-Proposal Conference, including the

text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the conference, will be posted on the MCA Entity's website as indicated in PDS ITC 8.1, and shall be transmitted in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, as the case may be. Any modification to this RFP that may become necessary as a result of the Pre-Proposal Conference shall be made by the MCA Entity exclusively through the issue of an Addendum and not through the minutes of the Pre-Proposal Conference.

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| 9. Amendment of the RFP | <p>9.1. At any time prior to the deadline for submission of Proposals, the MCA Entity may amend this RFP by issuing Addenda.</p> <p>9.2. All Addenda issued shall be part of this RFP and shall be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, and posted on the MCA Entity's website if one exists.</p> <p>9.3. To give prospective Consultants reasonable time in which to take an Addendum into account in preparing their Proposals, the MCA Entity may extend the deadline for the submission of Proposals at its sole discretion.</p> |
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C. Preparation of Proposals

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| 10. Cost of Proposal | <p>10.1. Except as otherwise provided in the PDS, the Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the MCA Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Proposal process.</p> |
| 11. Language of Proposal | <p>11.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Consultant and the MCA Entity, shall be written in the language specified in the PDS. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the PDS, in which case, for purposes of interpretation of the Proposal, such translation shall govern.</p> |

12. Preparation of Proposal

- 12.1. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Failure to provide the information requested may result in the rejection of a Proposal.
- 12.2. In addition to the requirements above, Proposals submitted by a joint venture or other association shall include a copy of the joint venture/Association Agreement entered into by all members. Alternatively, a letter of intent to execute a joint venture/Association Agreement shall be signed by all members and submitted with the Proposal, together with a copy of the proposed agreement.
- 12.3. If there is a change in the legal structure of the Consultant after the Proposal submission, the Consultant is required to immediately inform the MCA Entity. However, any change of legal structure shall not be used to satisfy a qualification requirement that was not satisfied as of the deadline of Proposal submission.
- 12.4. While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) In the case where there has been no shortlisting of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. In the case where a Consultant is, or proposes to be, a joint venture or other association (i) all members of the joint venture or Association must satisfy the legal, financial, litigation and other requirements set out in this RFP; (ii) all members of the joint venture or Association will be jointly and severally liable for the execution of the Contract; and (iii) the joint venture or Association will indicate the authorized representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the Association during the bidding process and, in the event the joint venture or Association is awarded the Contract, during Contract performance.
 - (b) **In the case where there has been shortlisting of Consultants**, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-Consultancy, it may

associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultant(s) if so indicated in the PDS. A shortlisted Consultant must first obtain the approval of the MCA Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as the authorized representative of the association. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- (c) The RFP may provide either, but never both, the estimated budget or the estimated level of effort of key staff. The estimated budget or the estimated number of person-months for Key Professional Personnel envisaged to execute the assignment **may be provided in the PDS**. However, the evaluation of the Proposal shall be based on the price and number of person-months estimated by the Consultant.
- (d) For FBS-based assignments, the available budget is **provided in PDS** ITC 12.4(c), and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
- (e) Alternative Key Professional Personnel shall not be proposed, and only one curriculum vitae (“CV”) may be submitted for each position indicated in the TOR.

**Technical
Proposal
Format and
Content**

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

- (a) Information on the Consultant’s financial capacity is required (Form TECH-2A of Section IV A) unless otherwise **stated in the PDS**. Information on current or past proceedings, litigation, arbitration, action claims, investigations, or disputes is required (Form TECH-2B of Section IV A). A brief description of the Consultants’ organization and an outline of

the recent experience of the Consultant and of each Associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section IV A). For each assignment, the outline should indicate the names of Associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Consultant, or that of an Associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the MCA Entity. References of the Consultant are required (Forms TECH-5A and B of Section IV A).

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the MCA Entity (Form TECH-7 of Section IV A).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided (Form TECH-6 of Section IV A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section IV A) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-8 of Section IV A).

- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section IV A). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.
 - (f) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section IV A).
 - (g) A detailed description of the proposed methodology and staffing for training, if training is **identified in the PDS** as a specific component of the assignment (Form TECH-6 of Section IV A).
 - (h) Completed and certified Certification of Compliance with Sanctions Form (Form TECH-12 of Section IV A).
- 12.6. The Technical Proposal shall not include any financial information other than the required information in Form TECH-2A. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.
- 12.7. Where an electronic submission is required pursuant to ITC Sub-clause 17.1, only one copy each of the Technical Proposal and Financial Proposal shall be submitted. In all instances, this copy shall be construed to be the original. In all cases of electronic submissions, the signatures may be written or electronically signed using any applicable software. If submitting by hard copy if required by ITC Sub-clause 17.1, a Consultant shall prepare ONE (1) original set of the documents comprising the Technical Proposal and Financial Proposal pursuant to ITC Sub-clause 17.2 and clearly mark it "ORIGINAL." The original shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant.
- 12.8. In addition, if submitting by hard copy if required by ITC Sub-clause 17.1, the Consultant shall prepare copies of the Proposal (Technical and Financial Proposals) in the number specified in the PDS and clearly mark them "Copy."
- 12.9. The Proposal shall contain no alterations or additions, except those made to comply with the instructions issued by the MCA-Entity, or as necessary to correct errors

made by the Consultant, in which case such corrections shall be initialed by the person or persons signing the Proposal.

- 12.10. **If required in the PDS**, the authorized representative of the Consultant signing the Technical and the Financial Proposals shall provide within the Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign on behalf of the Consultant, and its Associates.

Financial Proposals

- 12.11. The Consultant's Financial Proposal shall be prepared using the forms provided in Section IV B (the "Financial Proposal"). In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP document.

The Financial Proposal shall be for fixed fully loaded labor rates for a period **to cover the Base Period of approximately three (3) months ending March 31, 2024; an Option Period I to cover the twelve (12) months ending March 31, 2025; and an Option Period II to cover the twelve (12) months ending March 31, 2026**, payable only in US Dollars. No other currency or combination of currencies is allowed.

The total proposed rates for each Professional Personnel for the Base and each Option Period shall be set out using Form FIN-2 found in Section IV. A Financial Proposal that does not cover the services for the entire duration, including the Base Period and the Option Periods, shall be rejected. During contract implementation, payments will be made based on the rates, to be indicated in the Form FIN-2, applicable to the Professional Personnel multiplied by actual number of hours worked on authorized taskings during the period covered by the invoice, subject to Contract and task ceilings.

13. Taxes

- 13.1. GCC 18 sets forth the Tax provisions of the Contract. Consultants should review this clause carefully in preparing their Proposal.

14. Only One Proposal

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

more than one Proposal.

15. Currencies of Proposal

- 15.1. Consultants must submit their Financial Proposals in the currency or currencies **specified in the PDS**. Consultants will be paid in the currency **specified in PDS**.

16. Period of Proposal Validity

- 16.1. Proposals shall remain valid for the period **specified in the PDS** after the Proposal submission deadline date prescribed by the MCA Entity. A Proposal valid for a shorter period may be rejected by the MCA Entity as non-responsive.
- 16.2. During the period of proposal validity, Consultants shall maintain the availability of Key Professional Personnel identified in the Proposal. The MCA Entity will make its best effort to complete negotiations within this period. Should the need arise, however, the MCA Entity may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

D. Submission and Opening of Proposals

17. Proposals Submission

- 17.1 **If specified in the PDS**, Consultants shall submit their Proposals in hard copy format (by hand, post or courier) as provided for in ITC Sub-clause 17.2, or via electronic means, as provided for in ITC Sub-clause 17.3.

Proposal Submission (Hard Copy)

- 17.2 This ITC Sub-clause 17.2 refers to proposal submissions by hard copy
- (a) The following applies to the “original” of the Technical Proposal, and of the Financial Proposal. The “original” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “original”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form

FIN-1).

- (b) Copies of the Technical Proposal and the Financial Proposal shall be made, in the number **stated in the PDS**, and each shall be clearly marked “copy”. If discrepancies are found between the original and any of the copies of the relevant documents, then the “original” shall govern.
- (c) The “original” and each “copy” of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked “technical proposal”. Similarly, the “original” and each “copy” of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked “financial proposal”.
- (d) Each envelope/parcel shall bear the name and address of the MCA Entity as **stated in the PDS**, the name and address of the Consultant (in case they have to be returned unopened), and the Name of the Assignment as **stated in PDS ITC Sub-clause 1.3**.
- (e) In addition, the envelope/parcel containing the original and copies of the Financial Proposal shall be marked with a warning “do not open with the technical proposal”. If the Financial Proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- (f) The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked with the statement indicated in the PDS and bear the name and address of the MCA Entity as stated in PDS ITC Sub-clause 18.1. The MCA Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for

**Proposal
Submission
(electronic)**

Proposal rejection

17.3 This ITC Sub-clause 17.3 refers to proposal submissions by electronic means.

- (a) The proposal submission forms (including the Technical and Financial Proposal forms as applicable) should respectively be in the form and format shown in Section IV. Proposal Forms.
- (b) **If required in ITC Sub-clause 12.10**, the authorized representative of the Consultant signing the Proposal shall provide within the Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign on behalf of the Consultant, and its Associates, as applicable.
- (c) Consultants shall be provided with a File Request Link (FRL) specified in the PDS upon requesting the RFP which shall be used to submit their Proposals and all other related documents. A Consultant who submits only the Technical Proposal or only the Financial Proposal shall have its entire submission rejected.
- (d) Submissions either by hard copy or by email are not acceptable and shall result in Proposal rejection. The MCA-Entity shall not be responsible for misplaced or mis-sent proposals submitted not using the FRL. This circumstance may be cause for Proposal rejection.
- (e) The FRL shall expire on the proposal submission deadline specified in ITC Sub-clause 18.1. The Technical and Financial Proposals shall be submitted solely via the FRL, which can be used more than once to submit additional documents.
- (f) All submitted documents (whether as standalone files or files in folders) shall be in Microsoft Office or PDF format. The Technical Proposal and the Financial Proposal shall be submitted in separate files, and shall each not exceed 10GB each. No compressed files or folders are accepted, thus documents submitted in any archived and/or compressed format (compressed by WinZip - including any application of the zip family-, WinRAR, 7z, 7zX, or any other similar

formats) shall be rejected.

- (g) Technical Proposals are not required to be password-protected but may be protected at the Consultant's discretion. Consultants who choose to password-protect their Technical Proposals can do so to protect against inadvertent untimely opening of its proposal, but at their own responsibility for providing the correct password as **specified in the PDS**. If a Consultant fails to provide the correct password that opens the files so its relevant contents can be announced by the deadline **provided in the PDS**, their Proposal shall be rejected. Consultants cannot provide this password via the File Request Link but should be sent to the email address **indicated in the PDS**.

18. Deadline for Submission of Proposals

- (h) Financial Proposals are not required to be password-protected, but may be protected at the Consultant's discretion. Consultants who choose to password-protect their Financial Proposals can do so to protect against inadvertent untimely opening of its proposal, but at their own responsibility for providing the correct password as **specified in the PDS**. If a Consultant fails to provide the correct password that opens the files so its relevant contents can be announced by the deadline **provided in the PDS**, their Proposal shall be rejected. Consultants cannot provide this password via the File Request Link, but should be sent to the email address **indicated in the PDS**.

19. Late Proposals

- (i) Consultants should use the following filename format for Proposals:

- i. Technical Proposal filename: [Consultant's Name – Procurement Title - Ref# (insert RFP number) – Tech Proposal]
- ii. Financial Proposal filename: [Consultant's Name – Procurement Title - Ref# (insert RFP number) – Fin Proposal]

20. Withdrawal, Substitution, and Modification of Proposals

- j) Consultants are informed that the capability of their internet bandwidth will determine the speed in which their bids are uploaded via the FRL. Consultants are therefore advised to commence the process of uploading their Proposals via the FRL in good time before the proposal submission deadline. As noted above, this link shall expire at

the submission deadline, and cannot be reopened except under the provision of ITC Clause 9 and ITC Sub-clause 18.2.

21. Proposal Opening

- 18.1. Proposals must be received by the MCA-Entity at the address specified in the PDS and no later than the date and time **specified in the PDS**, or any extension of this date in accordance with ITC Sub-clause 18.2.
- 18.2. The MCA Entity may, at its discretion, extend the deadline for the submission of Proposals by amending this RFP in accordance with ITC Clause 9, in which case all rights and obligations of the MCA Entity and the Consultants previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3. Any Proposal received by the MCA Entity after the deadline for submission shall be declared late and rejected. The Consultant shall be notified of such rejection.
- 19.1. The MCA Entity shall not consider any Proposal that arrives after the deadline for submission of Proposals in accordance with ITC Clause 18. Any Proposals received by the MCA Entity after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened (if submitted as a hard copy) to the Consultant at the request and cost of the Consultant.
- 20.1 A Consultant may withdraw, substitute, or modify its Proposal prior to the deadline for the submission of Proposals by sending a written notice - through the File Request Link indicated in ITC Sub-clause 17.3 c) if electronic submission is used - duly signed by an authorized representative, and shall include a copy of the authorization of the person signing in accordance with ITC Sub-clause 12.10. The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
 - a) submitted in accordance with ITC Clauses 12, 17, and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION,” and
 - b) received by the MCA Entity prior to the deadline prescribed for submission of bids, in accordance

with ITC Clause 18.

- 20.2. Proposals requested to be withdrawn in accordance with this ITC Clause 20 shall be returned unopened to the Consultants, at the request and cost of the Consultants. Proposals submitted via electronic submission shall not be returned.
- 20.3. No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Consultant in the Technical Proposal Submission Form or any extension thereof.
- 21.1. Whether submitted by hard copy or electronically, the MCA Entity shall open the outer envelopes/cartons in a public meeting that will include Consultants' representatives as well as anyone who chooses to attend at the time and in the place specified in the PDS. Any specific opening procedures required if electronic submission is permitted in accordance with the PDS, shall be as specified in the PDS.
- 21.2. Firstly, submissions marked "WITHDRAWAL" shall be opened and read out, while Proposals for which an acceptable notice of withdrawal has been submitted pursuant to ITC Clause 20 shall not be opened. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening. Next, submissions marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Consultant. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening. Submissions marked "MODIFICATION" shall then be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only submissions that are opened and read out at Proposal opening shall be considered further.
- 21.3. All other documents shall be opened one at a time, reading out: the Consultants' names, the Proposal prices,

the total amount of each Proposal, any discounts, substitutions, or modifications, and such other details as the MCA-Entity may consider appropriate. No Proposal shall be rejected at Proposal opening except for the late Proposals pursuant to ITC Clause 19. Substitutions and modifications submitted pursuant to ITC Clause 20 that are not opened and read out at Proposal opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Proposals shall be returned unopened at the request and cost of the Consultant. Proposals submitted via electronic submission shall not be returned.

- 21.4. After the opening of Proposals, the Technical Proposals and Financial Proposals should be sorted as appropriate. The Technical Proposals will be opened as **specified in the PDS ITC 21.1**. The MCA Entity shall ensure that the Financial Proposals remain sealed – if submitted by hard copy and password-protected if submitted electronically and if one or more Consultants so choose - and securely stored until after the evaluation of the Technical Proposals has been completed.
- 21.5. The MCA Entity shall prepare minutes of the Proposal opening, which shall include, at a minimum: the name of the Consultant, the existence of a signed Technical Proposal Submission Form, whether there is a withdrawal, substitution, or modification. A copy of the record shall be distributed to all Consultants who submitted Proposals on time, and posted on the MCA Entity's website, if one exists.

E. Evaluation of Proposals

- 22. Confidentiality**
 - 22.1. Information relating to the evaluation of Proposals and recommendations of Contract award shall not be disclosed to Consultants or any other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal or may invalidate the entire procurement process.
 - 22.2. Any attempt or effort by a Consultant to influence the MCA Entity in the examination, evaluation, and ranking of Proposals or Contract award decisions may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government's, the

MCA Entity's, and MCC's AFC Policy and the application of other sanctions and remedies to the extent applicable

22.3. From the time Proposals are opened to the time the Contract is awarded, Consultants shall not contact the MCA Entity on any matter related to its Technical Proposal or Financial Proposal except in writing to the Procurement Agent.

23. Clarification of Proposals

23.1. To assist in the examination and evaluation of Proposals, the MCA Entity may, at its discretion, ask any Consultant for clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the MCA Entity shall not be considered. The MCA Entity's request for clarification and the Consultant's response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the MCA Entity in the evaluation of the Proposals.

23.2. If a Consultant does not provide clarifications of its Proposal by the date and time set in the MCA Entity's request for clarification, its Proposal may be rejected.

24. Evaluation of Technical Proposals

24.1. The TEP shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section III. Each responsive Proposal will be given a technical score (St). A Proposal may be rejected at this stage if it does not respond to the RFP or if it fails to achieve the minimum technical score indicated in Section III.

24.2. In exceptional circumstances, if none of the scores awarded by the TEP reach or exceed the minimum technical score (St), the MCA Entity reserves the right to invite the Consultant receiving the highest technical score (St) to negotiate both its Technical and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time, the MCA Entity reserves the right to terminate the negotiations, at its sole discretion, and to invite—again, at its sole discretion—the Consultant receiving the next highest technical score (St) to negotiate both its Technical and Financial Proposals.

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| <p>25. Evaluation of Financial Capacity</p> | <p>25.1. The Consultant's financial capability to mobilize and sustain the Services is imperative. In its Proposal, the Consultant is required to provide information on its financial and economic status. The information required should be completed using the Form TECH-2A.</p> <p>25.2. A Consultant that fails to demonstrate through its financial records that it has the economic and financial ability to perform the required services as described in the respective Terms of Reference may be disqualified. In the circumstance of a disqualification, the Technical Proposal will not be evaluated further, and the Financial Proposal shall be returned unopened at the cost and request of the Consultant.</p> <p>25.3. The MCA Entity, at its discretion, may ask for clarifications or additional information regarding the information provided in Form TECH-2A.</p> <p>25.4. The outcome of the Financial Capacity evaluation is a clear YES or NO. Any Consultant that receives a NO shall not be evaluated further and its Financial Proposal shall be returned unopened. The Proposals that receive a YES at this stage will be evaluated further according to the technical scoring methodology described in Section III.</p> |
| <p>Financial Proposals (only for QBS)</p> | <p>25.5. Following the ranking of Technical Proposals, and after receiving a "no objection" from MCC (if applicable), when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Technical and Financial Proposals and the Contract in accordance with the instructions given under ITC Sub-Clause 29.</p> |
| <p>Financial Proposals (only for QCBS, FBS, LCS)</p> | <p>25.6. Following completion of the evaluation of Technical Proposals, and after receiving a "no objection" from MCC (if applicable), the MCA Entity shall inform those Consultants whose Technical Proposals achieved the minimum qualifying mark, advising them of the following:</p> <ul style="list-style-type: none"> (i) that their Technical Proposal met the minimum qualifying mark; (ii) the name of each Consultant whose Technical Proposal met or exceeded the minimum qualifying mark and the total technical score assigned to each; and (iii) the date, time, and location for the opening of the |

Financial Proposals, inviting them to the opening but indicating that their attendance is not mandatory.

The MCA Entity shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, advising them of the following:

- (i) that their Technical Proposal did not meet the minimum qualifying mark;
- (ii) the total technical score assigned to their own Technical Proposal;
- (iii) the name of each Consultant whose Technical Proposal met or exceeded the minimum qualifying mark and the total technical score assigned to each;
- (iv) the date, time, and location for the opening of the Financial Proposals, inviting them to the opening but indicating that their attendance is not mandatory; and
- (v) that their Financial Proposals (if such offer was submitted as a hard copy) will be returned unopened at the request and cost of the Consultant, after the MCA Entity has completed the selection process.

The MCA Entity shall also advise those Consultants whose Technical Proposals were not evaluated or rejected, advising them of the following:

- (i) the grounds on which their Technical Proposal was not evaluated or was rejected;
- (ii) the name of each Consultant whose Technical Proposal met or exceeded the minimum qualifying mark and the total technical score assigned to each;
- (iii) the date, time, and location for the opening of the Financial Proposals, inviting them to the opening but indicating that their attendance is not mandatory; and
- (iv) that their Financial Proposals (if such offer was submitted as a hard copy) will be returned unopened at the request and cost of the Consultant, after the MCA Entity has completed the selection process.

**Opening and
Evaluation
of Financial
Proposals**

- 25.7. The Financial Proposal opening shall take place at the location **indicated in the PDS**. The date and time scheduled for the Financial Proposal opening shall be specified on the MCA Entity's website if one exists. The MCA Entity shall promptly respond in writing to any

Consultant who, after receiving notification of the procurement results, makes a written request for a debriefing as provided in the MCC Program Procurement Guidelines.

- 25.8. The MCA Entity shall open the Financial Proposals in a public meeting at the address, date and time specified in the notification described in ITC Sub-clause 25.6. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the minutes shall subsequently be sent to those Consultants whose Financial Proposals were opened and to MCC, and be posted on the MCA Entity's website, if one exists.
- 25.9. The MCA Entity will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in this respect. If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date **indicated in the PDS.**
- 25.10. For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in Section III: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated in Section III. $S = St \times T\% + Sf \times F\%$. The Consultant achieving the highest combined technical and financial score will be invited for

Price
Reasonablen

ess	negotiations.
No Margin of Preference	<p>25.11. In the case of Fixed-Budget Selection (FBS), the MCA Entity will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the MCA Entity will select the lowest priced Proposal among those that passed the minimum technical score. In both cases, the evaluated Proposal price according to ITC Sub-clause 25.9 shall be considered, and the selected firm invited for negotiations.</p>
26. Past Performance and Reference Check	<p>25.12. Prior to the execution of a contract, the MCA Entity shall conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the MCA Entity. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the MCA Entity may also verify any information provided on the TECH Forms submitted in the Proposal. If a negative determination of price reasonableness leads to the rejection of the Proposal, the MCA Entity may, at its discretion, move to invite the next-ranked Consultant for negotiation.</p> <p>25.13. In accordance with the MCC PPG, a margin of preference for domestic Consultants or any other nationality shall not be used.</p>
27. MCA Entity's Right to Accept Any Proposal, and to Reject Any or all Proposals	<p>26.1. In accordance with the MCC PPG, the Consultant's performance on earlier contracts will be considered a factor in the MCA Entity's qualification of the Consultant's evaluation. The MCA Entity reserves the right to check the performance references provided by the Consultant or to use any other source at the MCA Entity's discretion. If the Consultant (including any of its Associates or joint venture/association members) is or has been party to an MCC-funded contract (either with MCC directly or with any MCA Entity, anywhere in the world), whether as lead Consultant, affiliate, Associate, subsidiary, Sub-Consultant, or in any other role, the Consultant must identify the contract in its list of references submitted with its Proposal using Technical Form TECH-5. Failure to include any such contracts may be used to form a negative determination by the MCA Entity on the Consultant's record of performance in prior</p>

contracts. However, the failure to list any contracts because the Consultant (including any of its Associates or joint venture/association members) has not been a party to any such contract will not be grounds for a negative determination by the MCA Entity on the Consultant's record of performance in prior contracts. That is, prior performance in connection with an MCC-funded contract is not required. The MCA Entity will check the references, including the Consultant's past performance reports filed in MCC's Contractor Past Performance Reporting System ("CPPRS"). A negative determination by the MCA Entity on the Consultant's record of performance in prior contracts may be a reason for disqualification of the Consultant, or lowered evaluation scores, at the discretion of the MCA Entity

- 27.1. The MCA-Entity reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants. In case of annulment, all Proposals submitted shall be promptly returned to the Consultants at the Consultant's request but at the MCA Entity's expense. Proposals submitted electronically shall not be returned. If all Proposals are rejected, the MCA Entity shall review the causes justifying the rejection and consider making revisions to the conditions of Contract, specifications, scope of the Contract, or a combination of these, before inviting new Proposals. The MCA Entity reserves the right to cancel the procurement if this is no longer in the interest of the MCA Entity.

F. Award of Contract

28. Notice of Evaluation Results

- 28.1. After the completion of the evaluation report and having obtained all the necessary approvals per the PPG, the MCA Entity shall send the Notice of Intent to Award ("NOITA") to the successful Consultant. The NOITA shall include a statement that the MCA Entity shall issue a formal Notification of Award and draft Contract Agreement after expiration of the period for filing a Bid challenge and the resolution of any Bid challenges that are submitted and following the conclusion of successful negotiations. Delivery of the NOITA shall not constitute the formation of a contract between the MCA Entity and the successful Consultant and no legal or equitable rights will be created through the delivery of the NOITA.

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| 29. Negotiations | <p>28.2. At the same time, it issues the NOITA, the MCA Entity shall also notify, in writing, all other consultants of the results of the bidding. The MCA Entity shall promptly respond in writing to any unsuccessful consultant who, after receiving notification of the bidding results, makes a written request for a debriefing as provided in the MCC Program Procurement Guidelines, or submits a formal Bid challenge.</p> |
| Technical Negotiations | <p>29.1. Negotiations will be held at the address indicated in the PDS. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in the MCA Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant.</p> <p>29.2. Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.</p> <p>29.3. The MCA Entity and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the MCA Entity to ensure satisfactory implementation of the assignment. The MCA Entity shall prepare minutes of negotiations which will be signed by the MCA Entity and the Consultant.</p> |
| Financial Negotiations | <p>29.4. It is the responsibility of the Consultant, before starting financial negotiations, to determine the relevant local Tax amount to be paid by the Consultant under the Contract. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.</p> |
| Availability of Professional | <p>29.5. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional</p> |

Staff/Experts	<p>Personnel, the MCA Entity expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal.</p>
	<p>29.6. During Contract negotiations, the MCA Entity will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.</p>
Conclusion of the Negotiations	<p>29.7. Negotiations will conclude with a review of the draft Contract and Annexes, following which the MCA Entity and the Consultant will initial the agreed Contract. If negotiations fail, the MCA Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. If negotiations are successful, MCA Entity will issue a Notice of Award of Contract</p>
30. Bid Challenges	<p>30.1. Consultants may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the MCA Entity and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the MCA Entity's website indicated in the PDS.</p>
31. Signing of Contract	<p>31.1. Upon expiration of the period for timely filing and the resolution of any Bid challenges that are submitted, the MCA Entity shall send the Notification of Award to the successful Consultant.</p> <p>31.2. The Notification of Award shall include the Contract Forms for the review and signature of the successful Consultant. The Notification of Award shall specify the sum that the MCA Entity will pay the Consultant for the performance of the Services. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract between the MCA Entity and the Consultant.</p> <p>31.3. Within seven (7) days of issuance from the MCA Entity of the Contract Agreement, the successful Consultant shall sign, date, and return it to the MCA Entity, along</p>

with the completed Compliance with Sanctions Certification Form and PS-2 Self-Certification Form included in Section VI. Contract Forms and Annexes.

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| 32. Return of Unopened Financial Proposals | 32.1. After Contract signature, the MCA Entity shall return the unopened Financial Proposals to the unsuccessful Consultants at the cost and request of the Consultant. If electronic submission was used, no Proposals shall be returned |
| 33. Notice of Award of Contract | 33.1. After the award of Contract, the MCA Entity shall publish on its website, at dgMarket and at UNDB online, the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. |
| 34. Commencement Date | 34.1. The Consultant is expected to commence the assignment on the date and at the location specified in the PDS . |
| 35. Inconsistencies with MCC Program Procurement Guidelines | 35.1. The Procurement that is the subject of this IDIQ RFP is being conducted in accordance with and is subject in all respects to the MCC Program Procurement Guidelines. In the event of any conflict between any section or provision of this RFP (including any Addenda that may be issued to this RFP) and the MCC Program Procurement Guidelines, the terms and requirements of the MCC Program Procurement Guidelines shall prevail, unless MCC has granted a waiver of the guidelines. |
| 36. Applicable Compact Conditions | 36.1. Consultants are advised to examine and consider carefully the provisions that are set forth in Annex B (Additional Provisions) attached to and made part of the Special Conditions of the Contract, as these are a part of the Government's and the MCA Entity's obligations under the Compact and related agreements which, under the terms of the Compact and related documents are required to be transferred onto any Consultant or Sub-Consultant who partakes in procurement or subsequent contracts in which MCC Funding is involved. |
| 37. Task Order Request | <p>37.1. For the duration of the IDIQ Contract, the Consultant will be required to respond to the individual Task Orders issued by MCA Entity.</p> <p>37.2. Within the time frame given by the Coordinator, the Consultant shall respond to each individual Task Order Request with a proposed estimate of the Level of Effort</p> |

at the fully loaded rates established by the signed IDIQ Contract.

37.3. The Consultant shall provide services only after signing an individual Task Order. The Consultant is not authorized to perform any task not covered by a Task Order or any other written agreement issued by MCA Entity. The sample Task Order titled as “Illustrative Task Order Request” is in Part III of this IDIQ RFP.

37.4. Each Task Order will contain the following information:

- a. Task Order number
- b. Task Name
- c. Task Order Date
- d. Task Order description, and place(s) of performance.
- e. Estimated Level of Effort
- f. Delivery or performance schedule. If applicable list the format, frequency, and contents of reports; persons to receive them; dates of submission; etc.
- g. Payment schedule
- h. Invoicing requirements.

**To Acceptance
Conditions**

39.1. The MCA Entity will consider the following conditions while accepting each individual Task Order issued:

- (a) The Level of Effort necessary for the implementation of the individual Task Order.
- (b) The Fully Loaded rates set by the IDIQ Contract for Base and each Option periods of the Contract.
- (c) Adequacy of the Team Composition (Key Professional Personnel and Support Staff) proposed.
- (d) Adequacy of the Staffing Schedule (Key Professional Personnel and Support Staff) proposed.
- (e) Adequacy of the Work and Delivery Schedule proposed.
- (f) Compatibility between the qualifications of the proposed Support Staff and the task this staff is assigned.
- (g) Potential impact on other orders placed with the Consultant that has a bearing on the Consultant’s ability to mobilize quickly in response to an individual Task Order.

MCA Entity will sign the Task Order only after acceptance of all the conditions listed above.

Section II. Proposal Data Sheet	
General	
ITC Definitions	<p>(d) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of Mongolia, entered into on July 27, 2018, as may be amended from time to time.</p> <p>(e) “Compact Development Funding Agreement” or “CDF Agreement” means: Not Applicable</p> <p>(n) “Government” means the Government of Mongolia</p> <p>(p) “Implementing Entity” means: Not Applicable</p> <p>(v) “MCA Entity” means Millennium Challenge Account – Mongolia (“MCA-Mongolia), the accountable entity designated by the Government to implement the Compact.</p> <p>(rr) “Threshold Program Grant Agreement” means: Not Applicable</p>
ITC 1.1	The method of selection for the IDIQ Contract Award is the Quality and Cost-Based Selection (“QCBS”) method.
ITC 1.3	The Name of the assignment is: Public Relations Agency Services
ITC 1.4	<p>A Pre-Proposal Conference will be held at the following date, time, and place:</p> <p>Date: August 25, 2023.</p> <p>Time: 10:30 am Ulaanbaatar time (GMT+8), Mongolia</p> <p>Place: Virtual</p> <p>The Pre-Proposal Conference will be held in the form of a webinar. Consultants can register for and attend the webinar using this link:</p> <p>https://us02web.zoom.us/meeting/register/tZEvfuurpzwjH9Ek2iQkkOdlQiuqggviMwZt</p> <p>Attendance is strongly advised for all prospective Consultants or their representatives, but is not mandatory.</p>
ITC 1.5	<p>The MCA-Mongolia will provide the following inputs and facilities:</p> <p>MCC Standards for Corporate Marking and Branding, MCA-Mongolia Standards for Branding and any other relevant project data and report.</p>
ITC 5.6	GOE provisions are not applicable to consulting services, and therefore Consultants are not required to submit any form.

Contents of the RFP	
ITC 8.1	<p>Clarifications may be requested by e-mail not later than 5:00 pm of September 1, 2023, Ulaanbaatar, Mongolia local time. All responses will be issued to all Consultants not later than 5:00 pm of September 13, 2023 Ulaanbaatar, Mongolia local time.</p> <p>The address for requesting clarifications is:</p> <p>Millennium Challenge Account - Mongolia Att.: The Procurement Agent Email: PA-Mongolia@charleskendall.com cc to procurement@mca-mongolia.gov.mn MCA-Mongolia website: https://mca-mongolia.gov.mn/</p>
Preparation of Proposals	
ITC 10.1	If MCA-Mongolia shall pay any costs associated with the preparation and/or submission of the Proposal, those are listed below: None
ITC 11.1	The Proposal shall be submitted in English .
ITC 12.4 (b)	Not Applicable
ITC 12.4(c)	<p>The estimated budget to be allocated for the services to be performed over the Base and Option Periods is US\$467,746.00.</p> <p>The amount listed above is the maximum budget for the assignment. The Consultant will be paid based only on the deliverables set in each issued individual Task Order under the IDIQ contract.</p>
ITC 12.4 (d)	Not Applicable
ITC 12.4 (e)	<p>The list of the Key Professional Personnel is split into two groups: Group I and Group II and could be found in Clause 5.2. Qualification of Key Personnel of the Term of References and Clause 3.4.2. of Section III. Qualification and Evaluation Criteria.</p> <p>Consultant is requested to submit:</p> <p>(i) Curriculum Vitae (“CV”) of the personnel, assigned to the positions listed only under Group I. It is required that the curriculum vitae (“CV”) of each Key Professional Personnel candidate explicitly state the position for which this individual is being proposed; and</p> <p>(ii) prove the availability of the personnel, assigned to the positions listed under Group II. As to the CVs of the personnel assigned to the positions listed under Group II, they shall be submitted prior to engagement on the Contract. Their</p>

	<p>qualifications will be subject to MCA-Mongolia's approval.</p> <p>The Key Professional Personnel positions indicated in the CV shall be as requested by this IDIQ RFP. Only one candidate shall be proposed for each position.</p>
ITC 12.5(g)	Training is not a specific component of this assignment.
ITC 12.8	The number of copies of the Proposal submitted shall be: Not Acceptable
ITC 12.10	The written confirmation of authorization to sign on behalf of and bind the Consultant shall consist of: Power of Attorney, Board Resolution, or document(s) providing or demonstrating legal authorization to an individual.
ITC 12.11	The total price proposed in form FIN-2 shall be calculated with the knowledge that it covers all costs associated with carrying out this Contract
ITC 15.1	<p>The currency of the Proposal shall be as follows: United States Dollars (US\$).</p> <p>The currency of the payment shall be as follows: United States Dollars (US\$).</p>
ITC 16.1	Proposals must remain valid for 90 days after the deadline for the submission of Proposals specified in PDS ITC 18.1.
Submission and Opening of Proposals	
ITC 17.1	Proposals shall be submitted only electronically.
ITC 17.2 (a-f)	Not Applicable. Hard copy submission is not allowed.
ITC 17.3 c)	<p>The File Request Link (FRL) to submit Proposals is:</p> <p>https://www.dropbox.com/request/j7tHzr2QUOmHTN4Zjhdi</p>
ITC 17.3 g)	<p>If a Consultant submits a Technical Proposal with password protection, the password for the Technical Proposal should be sent no earlier than 00:00 a.m. of September 25, 2023 and no later than 10:15 am of September 25, 2023, Ulaanbaatar, Mongolia local time to the following email addresses: PA-Mongolia@charleskendall.com cc to procurement@mca-mongolia.gov.mn. Case-sensitive passwords should be sent as is, with the cases obvious.</p> <p>The filename used by the Consultant for electronic submission shall clearly indicate the content of the file.</p> <p>Technical Proposal filename shall be: <i>[Consultant's Name – Procurement Title - Ref# (insert RFP number) – Tech Proposal]</i></p> <p>Financial Proposal filename shall be: <i>[Consultant's Name – Procurement Title - Ref# (insert RFP number) – Fin Proposal]</i></p> <p>If there is more than one file for Technical Proposal and for Financial Proposal the</p>

	<p>files shall be titled as shown below:</p> <p>Technical Proposal filename shall be: <i>[Consultant's Name – Procurement Title - Ref# (insert RFP number) – Tech Proposal – TECH-1]</i></p> <p>Financial Proposal filename shall be: <i>[Consultant's Name – Procurement Title - Ref# (insert RFP number) – Fin Proposal – FIN-1, ...]</i></p>
ITC 17.3 h)	<p>If a Consultant submits a Financial Proposal with password protection, the password for the Financial Proposal shall be sent to the following email addresses: PA-Mongolia@charleskendall.com cc to procurement@mca-mongolia.gov.mn at the time and date provided, along with the notice described at ITC 25.6, to those Consultants whose Technical Proposals achieved the minimum qualifying mark. Case-sensitive passwords should be sent as is, with the cases obvious.</p>
ITC 18.1	<p>For electronic submission purposes only, use the FRL in PDS ITC 17.3 c)</p> <p>The deadline for submission of Proposals is as follows:</p> <p>10:00 am Ulaanbaatar time (GMT+8), Mongolia, on September 25, 2023.</p> <p><u>The submission link will expire after the deadline for the submission hour and date. No late submission will be accepted.</u></p>
ITC 21.1	<p>The Technical Proposal opening shall take place at 10:30 am Ulaanbaatar Time (GMT+8), Mongolia, on September 25, 2023.</p> <p>The Technical Proposal opening is a completely online event that can be attended by clicking on the following link: https://us02web.zoom.us/j/86742273214</p>
Evaluation of Proposals	
ITC 25.7	<p>The Financial Proposal opening shall take place as an Online Event on the date and time that will be specified on the MCA-Mongolia's website at www.mca-mongolia.gov.mn.</p>
ITC 25.9	Not Applicable. Prices shall be submitted in United State Dollars (US\$).
Award of Contract	
ITC 29.1	<p>The expected date for Contract negotiations is twenty-eight (28) days after the opening of the Financial Proposals and will be held virtually between parties or in person in MPM Complex, UNESCO Street 28, Khoroo 1, Sukhbaatar District, Ulaanbaatar, Mongolia.</p>
ITC 30.1	<p>The MCA-Mongolia's Bid Challenge System is provided on the MCA- Mongolia's website www.mca-mongolia.gov.mn</p>
ITC 34.1	<p>The date for commencement of the Services is the same as the effective date of the Contract (as defined in the Clause 16.2 of the Special Conditions of Contract) and the location is in Ulaanbaatar, Mongolia.</p>

3.1 Legal Status

Each entity forming the Consultant shall attach to Form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status. In the event the Consultant is an Association of entities, the Consultant shall include any other document showing that it intends to associate, or it has associated with the other entity or entities that are jointly submitting a Proposal. Each Associate must provide the information required in Form TECH-1.

3.2 Financial Criteria

If required by PDS ITC 12.5 (a), the Consultant shall provide evidence showing that it has the sufficient financial capacity needed for this Contract, as required in Form TECH-2A. Each Associate must provide the information required in TECH-2A.

3.3 Litigation Criteria

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

3.4 Evaluation Criteria

3.4.1. Minimum Total Score: A Proposal will be rejected if it does not earn a total minimum score of **75 points out of 100**.

3.4.2. Key Professional Personnel: The list of the nine (9) Key Professional Personnel is split into two groups: **Group I** and **Group II** and could be found in Clause 5.2. Qualification of Key Personnel of the Term of References.

- (i) Consultants are required to submit the Curriculum Vitae (“CV”) of three (3) Key Personnel assigned to the positions listed under **Group I**. The CVs of each Key Professional Personnel candidate should explicitly state the position for which this individual is being proposed; and
- (ii) Consultants are required to prove the availability of the personnel, assigned to the positions listed under **Group II**. As to the CVs of the personnel assigned to the positions listed under **Group II**, they shall be submitted prior to engagement on the Contract. Their qualifications will be subject to MCA-Mongolia's approval.

The title of each Key Professional Personnel positions indicated in the CV shall strictly correspond to the title indicated in the table below. Only one candidate shall be proposed for each position.

Group I – CVs shall be submitted <i>(will be evaluated at the Proposals Evaluation Stage)</i>	Group II – CVs shall NOT be submitted <i>(Consultant shall certify availability and submit CVs prior to engagement on the Contract. Qualifications of the proposed personnel, will be subject to MCA-Mongolia's approval)</i>
<u>Project Lead/PR Manager</u>	<u>Event Manager</u>
<u>Media Relations/Outreach Manager</u>	<u>Art Director/Graphic designer</u>
<u>Creative Director</u>	<u>Videographer/Editor</u>
	<u>Social Media Manager</u>
	<u>Copywriter</u>
	<u>Senior Media Analyst</u>

Group I: CVs of Key Professional Personnel shall be signed by the employee concerned and submitted using Form TECH-11. Qualification and compliancy with the TOR requirements of those three (3) Key Professional Personnel will be evaluated during the Technical Proposals Evaluation stage.

Group II: The availability of personnel with the requested experience and qualifications shall be specified using Form TECH-3. No CVs shall be submitted at the Proposals submission stage. However, prior to engagement on the Contract, the Consultant will be requested to submit CVs. Their qualifications and compliancy to the TOR requirements will be subject to MCA-Mongolia's approval.

The MCA-Mongolia retains the right to request and check references for each Key Professional Personnel listed.

3.4.3. Mandatory Criteria: A Proposal will be rejected if it does not clearly demonstrate that it meets the following Mandatory Criteria:

Ref	Item
Mandatory Criterion	With the Form TECH-3 of the Technical Proposal the Consultants must certify the availability of personnel with the specified experience and qualifications to fill the six (6) Key Professional Personnel positions under the Group II .

Any Proposal failing to meet any Mandatory Criteria WILL NOT BE considered for further evaluation.

3.4.4. Evaluation Criteria: All the Consultants whose Proposal passed the Mandatory Criteria, will be evaluated in accordance with the evaluation criteria/sub-criteria and points assigned to each criterion/sub-criterion listed below:

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.

ITC 24.1	Criteria, sub-criteria	Points
1.	<i>Qualification of Consulting Firm</i>	
1.1	Minimum of five (5) years of proven experience in communications, public relations, marketing and/or a related field.	5
1.2	Minimum of three (3) successfully completed contracts, within the last three (3) years, demonstrating experience in implementing public relations and communications strategies/plans and drafting high-impact content in various formats (contents for TVs, websites and social media, videos, blogs, social media posts, audio, storytelling, etc.) targeting different audience segments through both traditional and digital media (including social media).	10
	Total Points for Criterion 1	15
2.	<i>Approach, Methodology and Work Plan</i>	
2.1	Demonstrated understanding of the Terms of Reference through a proposed approach that describes in detail how the Consultant will staff and meet the requirements of each task outlined in the Terms of Reference.	10
2.2	Proposed Methodology with the detailed explanation of the strategy, including dedication of the Key Professional Personnel, to satisfy the requirements and successful accomplishment of each task as outlined in the Terms of Reference. This also should include a tentative workplan with explanation of how responsibilities will be shared among personnel, and how the Consultant will ensure coordination among the Key Professional Personnel and manage to meet the deadlines.	15
	Total Points for Criterion 2	25
3.	<i>Key Professional Personnel Qualifications for Assignment (Group I)</i>	
3.1	<i>Project Lead/ PR Manager:</i>	
3.1.1.	Bachelor's degree in either Business Administration, PR, Communication, or other relevant fields.	5
3.1.2.	A minimum of five (5) years of professional experience in the Advertising, Marketing, or related sectors including: three (3) years of experience in planning, managing or consulting public communication campaigns and three (3) years in Social Campaigns. Experience in developing and implementing successful social marketing / communications campaigns that result in the desired behaviour change.	15
3.1.3.	Demonstrated Excellent and Proficient Level in English language skills.	5

ITC 24.1	Criteria, sub-criteria	Points
	Total Points for Project Lead/ PR Manager	25
3.2	<i>Media Relations/Outreach Manager:</i>	
3.2.1	Bachelor's degree or above in Media, Journalism or other relevant fields.	5
3.2.2	A minimum of five (5) years of professional experience in media or journalism including three (3) years of experience in fact-checking and news reportage, source interview and writing articles.	10
3.2.3	Fluency in English and Mongolian is required.	5
	Total Points for Media Relations/Outreach Manager	20
3.3	<i>Creative Director:</i>	
3.3.1	Bachelor's degree in art, graphic design, marketing, communications, journalism or other relevant fields.	5
3.3.2	A minimum of five (5) years' experience in conceptualizing and designing communication materials such as brochures, flyers, posters, videos, animations, and social media content.	10
	Total Points for Creative Director	15
	Total Points for Criterion 3	60
	Total Points for All Criteria	100
	The minimum technical score (St) required to pass is	75
	If none of the scores awarded by the TEP reach or exceed the minimum technical score (St), the MCA-Mongolia reserves the right to invite the Consultant/Consultant receiving the highest technical score (St) to negotiate both its Technical and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time, the MCA-Mongolia reserves the right to terminate the negotiations, at its sole discretion, and to invite again, at its sole discretion, the Consultant/Consultant receiving the next highest technical score (St) to negotiate both its Technical and Financial Proposals.	
ITC 25.10	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the Proposal under consideration. The weights given to the Technical and Financial Proposals are: T = 0.80 and F = 0.20	

Key Professional Personnel Qualifications for Assignment (Group II)

No	Key Personnel Group II	Qualification/Experience Requirements
1	<u>Event Manager</u>	A minimum of five (5) years of relevant work experience
2	<u>Art Director /Graphic designer</u>	A minimum of five (5) years of relevant work experience
3	<u>Videographer /Editor</u>	A minimum of three (3) years of relevant work experience
4	<u>Social Media Manager</u>	A minimum of three (3) years of relevant work experience
5	<u>Copywriter</u>	A minimum of five (5) years of relevant work experience
6	<u>Senior Media Analyst</u>	A minimum of five (5) years of relevant work experience

3.5 Determination of Responsiveness

During the evaluation of Proposals, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the bidding document.
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) “Omission” is the failure to submit part, or all of the information or documentation required in the bidding document.

The MCA Entity’s determination of a Proposal's substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that materially conforms to the requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Services specified in the RFP; or
 - (ii) limit in any substantial way, inconsistent with the RFP, the MCA Entity’s rights or the Consultant's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Any deviations for mandatory criteria/requirements shall be considered material deviation. All other deviations shall be scored below the minimum technical threshold and in a manner consistent with the evaluation framework established in Sub-section 3.6 below.

Provided that a Proposal is substantially responsive, the MCA Entity may waive any nonmaterial nonconformity in the Proposal.

Provided that a Proposal is substantially responsive, the MCA Entity may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements.

3.6 Technical Evaluation Framework

3.6.1. Each sub-criteria item shall be scored between 0 – 5, thus:

0 = Not meeting the requirements. A score of 0 gives no points.

1 = Significant deviation from the requirements. A score of 1 gives 20% of the available points.

2 = Marginal deviation from the requirements. A score of 2 gives 60% of the available points.

3 = Meeting the requirements. A score of 3 gives 75% of the available points.

4 = Marginally exceeding the requirements. A score of 4 gives 90% of the available points.

5 = Significantly exceeding the requirements. A score of 5 gives 100% of the available points.

For each sub-criterion in the table of “Criteria, sub-criteria, and point system for the evaluation of Technical Proposals” under sub-section 3.4, the TEP will assign a score from the “Technical Evaluation Framework” immediately above. The percentage corresponding to that score will be applied to maximum points available for that sub-criterion (in the “Points” column of the table under sub-section 3.4) to determine the points awarded by the TEP for that sub-criterion. The points for each sub-criteria will then be summed to get the total points for the Technical Proposal.

3.6.1. Minimum Technical Score to be obtained by each Key Professional Personnel:

The Key Professional Personnel listed under **Group I** must attain at least a minimum technical score points allotted for such position such as:

Project Lead/ PR Manager: - minimum of 20.00 points out of total 25.00 assigned for this position.

Media Relations/Outreach Manager: - minimum of 16.00 point out of total 20.00 assigned for this position.

Creative Director: - minimum of 12.00 point out of total 15.00 assigned for this position.

Only Consultants that meet the mandatory criteria, receive required minimum technical score for each Key Professional Personnel, and receive a minimum technical score of seventy-five (75) points will be eligible for the financial evaluation and award of a Contract. Proposals of the Consultant not meeting the mandatory criteria and these minimum scores shall not be considered further. In exceptional circumstances, if none of the scores awarded by the TEP reach or exceed the minimum technical score, MCA-Mongolia reserves the right to invite the Consultant receiving the highest technical score to negotiate both its Technical and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time, MCA-Mongolia reserves the right to terminate the negotiations, at its sole discretion, and to invite again, at its sole discretion the Consultant receiving the next highest technical score to negotiate both its Technical and Financial Proposals.

3.7 Qualification Table

Documents Establishing the Qualifications of the Consultant

The

Factor	3.7.1 Eligibility						
	Requirement	Consultant					Documentation Required
		Single Entity	Joint Venture or Association		At least one member	Sub-Consultant	
			All members combined	Each Member			
3.7.1.1 Qualification and Eligibility	In accordance with ITC 5.1 to 5.5, and 5.10	Must meet requirement	Existing or intended Joint Venture or other association must meet requirement	Must meet requirement	N/A	Must meet requirement	TECH-1 and attachments
3.7.1.2 Conflict of Interest	No conflicts of interests as described in ITC 5.6 to ITC 5.9 unless the conflict of interest has been mitigated and the mitigation is approved by MCC.	Must meet requirement	Existing or intended Joint Venture or other association must meet requirement	Must meet requirement	N / A	Must meet requirement	TECH-1 and attachments
3.7.1.3 Ineligibility and Debarment	Not having been declared ineligible based on any of the criteria set forth in ITC 5.10 or 5.11	Must meet requirement	Existing or intended Joint Venture or other association must meet requirement	Must meet requirement	N/A	Must meet requirement	TECH-1 and attachments

Consultant shall provide the information requested in the corresponding information sheets included in Section IV, Proposal Forms, to establish that the Consultant meets the requirements established below. **Sub-Consultants that form the team shall not be replaced without the MCA Entity's prior permission.**

Factor	3.7.2 Historical Contract Non-Performance						
	Requirement	Consultant				Documentation Required	
		Single Entity	Joint Venture or Association				Sub-Consultant
			All members combined	Each member	At least one member		
3.7.2.1 Pending Litigation	All pending proceedings, litigation, arbitrations, actions, claims, investigations or disputes, in total, shall not represent more than ten percent (10%) of the Consultant's net worth.	Must meet requirement by itself, including as member of past or existing Joint Venture or other association (not mandatory if in the past was as a member of a Joint Venture or other association with less than 20% role in the contract).	N/A	Must meet requirement by itself or as member of past or existing Joint Venture, or other association (not mandatory if in the past was as a member of a Joint Venture or other association with less than 20% role in the contract).	N/A	Must meet requirement by itself or as a Sub-Consultant to a prime, or member of past or existing Joint Venture, or other association (not mandatory if in the past was as a member of a Joint Venture or other association with less than 20% role in the contract).	Form TECH-2B

Factor	3.7.3 Financial Situation						
Sub-Factor	Requirement	Consultant					Documentation Required
		Single Entity	Joint Venture			Sub-Consultant	
			All members combined	Each member	At least one member		
3.7.3.1 Historical Financial Performance	Submission of evidence to the Consultant’s financial capacity to mobilize and sustain the Services	Must meet requirement	N/A	Must meet requirement	N/A	N/A	Form TECH-2A, TECH-2B and Form TECH-4
3.7.3.2 Financial Resources	The Consultant must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	N/A	Form TECH-2A, TECH-2B and Form TECH-4

Factor	3.7.4 Experience						
Sub-Factor	Requirement	Consultant					Documentation Required
		Single Entity	Joint Venture			Sub-Consultant	
			All members combined	Each member	At least one member		
3.7.4.1 Organization Capability and Technical Experience	See Criteria table under 3.4 and specific areas of TOR	Must meet requirement	Must meet requirement	N/A	N/A	N/A	Form TECH-3 / Form TECH-6
3.7.4.2 General & Specific Experience	See Criteria table under 3.4 and specific areas of TOR	Must meet requirement	Must meet requirement	N/A	Must meet each discrete requirement	Must meet at least one	Form TECH-4

Factor	3.7.4 Experience						
Sub-Factor	Requirement	Consultant					Documentation Required
		Single Entity	Joint Venture			Sub-Consultant	
			All members combined	Each member	At least one member		
						specialized requirement	

SECTION IVA: TECHNICAL PROPOSAL FORMS

Disclosure in these technical forms of any proposed prices will constitute grounds for declaring the Proposal non-responsive; see ITC Sub-clause 12.6.

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

TECH-1	Technical Proposal Submission Form
TECH-2A	Financial Capacity of the Consultant
TECH-2B	Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant
TECH-3	Organization of the Consultant
TECH-4	Experience of the Consultant
TECH-5A	References of MCC-Funded Contracts
TECH-5B	References of the Consultant's Clients Contracts, other than MCC-Funded Contracts.
TECH-6	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-7	Comments and Suggestions on the Terms of Reference & Assignment
TECH-8	Team Composition and Task Assignments
TECH-9	Staffing Schedule (Key Professional Personnel and Support Staff) - <i>Not Applicable</i>
TECH-10	Work and Deliverables Schedule - <i>Not Applicable</i>
TECH -11	Curriculum Vitae (CV) of Proposed Key Professional Personnel
TECH-12.	Compliance With Sanctions Certification Form

Form TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

MCA-Mongolia

Address: **MPM Complex, UNESCO Street 28, Khoroo 1, Sukhbaatar District,
Ulaanbaatar, Mongolia.**

Ladies and Gentlemen:

IDIQ Consulting Services for Procurement of Public Relations Agency Services

RFP Ref: MCA-M/Proc/048

We, the undersigned, offer to provide the consulting services for the above-mentioned assignment covering the **Base Period of approximately three (3) months ending March 31, 2024; Option Period I to cover the twelve (12) months ending March 31, 2025; and Option Period II to cover the twelve (12) months ending March 31, 2026**, in accordance with your IDIQ Request for Proposal (RFP) dated [Insert Date] and our Proposal.

We are hereby submitting our Technical Proposal as a separate document. Our Financial Proposal is also submitted as a separate document.

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in the *MCC Counter-Trafficking in Persons Policy* and that we will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in the *MCC Counter-Trafficking in Persons Policy* will not be tolerated on the part of our employees, or any Sub-Consultants, or Sub-Consultant employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

We acknowledge notice of *MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*¹. We have taken steps to ensure that no person acting for us or on our behalf has engaged in any corruption or fraud described in ITC Clause 3. As part of this, we certify that:

- (a) The rates in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offer or competitor relating to:
 - (i) Those rates;
 - (ii) The intention to submit an offer; or

¹ Available at www.mcc.gov/resources/doc/policy-fraud-and-corruption

- (iii) The methods or factors used to calculate the prices offered.
- (b) The rates in this offer have not been and will not be knowingly disclosed by us, directly or indirectly, to any other offeror or competitor before the Proposal opening or Contract award unless otherwise required by law;
- (c) No attempt has been made or will be made by us to induce any other concern to submit or not to submit an offer for the purpose of restricting competition; and
- (d) We have no conflict of interest in accordance with ITC Clause 5.7 *[insert, if needed: “, other than listed below.”] [If listing one or more conflicts of interest, insert: “We propose the following mitigations for our conflicts of interest: [Insert description of conflict of interest, and proposed mitigations.”]*.

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

We are submitting our Proposal in Association with:

[Insert a list with full name and address of each associated Consultant].²

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

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

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

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFP.

We understand and accept without condition that, in accordance with ITC Clause 30.1, any challenge or protest to the process or results of this procurement may be brought only through the MCA Entity’s Bid Challenge System (BCS).

Our Proposal shall be valid for a period of **[insert number]** days from the date fixed for the proposal submission deadline in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address of agent	Amount and currency	Purpose of commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

²[Delete in case no Association is foreseen.]

(if none, state “none”)

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

We acknowledge that our digital/digitized signature is valid and legally binding.

Yours sincerely,

[Authorized Signatory]

**[Name and Title of
Signatory]**

[Name of Consultant]

[Address of Consultant]

Annexes:

1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its Associates;
2. Letter(s) of Incorporation (or other documents indicating legal status); and
3. Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).
4. **[Other Documents Required in PDS]**

Form TECH-2A. Financial Capacity of the Consultant

The MCA Entity reserves the right to request additional information about the financial capacity of the Consultant. A Consultant is required to demonstrate through its financial records that it has the financial capacity to perform the required Services.

- Audited financial statements for the last three (3) years, supported by audit letters.
- Certified financial statements for the last three (3) years, supported by tax returns.
- Evidence of financing dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant.

Failure to submit either of the documents as evidence of financial capacity will result in the rejection of the Proposal.

If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit the financial capacity information requested. The reports should be submitted in the order of the Associate's significance in the joint venture, greatest to least.

The MCA Entity reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant

[Provide information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes over the last five (5) years as shown in the form below.]

The Consultant, or a related company or entity or affiliate, has been involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute within the past five (5) years the process or outcome of which the MCA Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Consultant in a manner that may adversely affect the Consultant's ability to satisfy any of its obligations under the Contract: No: ____ Yes: ____ (See below)

Current or Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations, or Disputes Within the Last Five (5) Years (per the criteria above)		
Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent

Form TECH-3. Organization of the Consultant

[Provide a brief description of the background and organization of your firm/entity and of each Associate for this assignment. Include the organization chart of your firm/entity. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide home office project management of the contract as well as the necessary administrative and technical support to the Consultant's Project Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel on short notice.

In addition, confirm availability of the following Key Personnel (Group II) with the required Qualifications / Experience, by completing the Table below:

No	Key Personnel Group II	Qualification/Experience Requirements	Confirm availability of the personnel with the required Qualification/Experience
1	<u>Event Manager</u>	A minimum of five (5) years of relevant work experience	
2	<u>Art Director /Graphic designer</u>	A minimum of five (5) years of relevant work experience	
3	<u>Videographer /Editor</u>	A minimum of three (3) years of relevant work experience	
4	<u>Social Media Manager</u>	A minimum of three (3) years of relevant work experience	
5	<u>Copywriter</u>	A minimum of five (5) years of relevant work experience	
6	<u>Senior Media Analyst</u>	A minimum of five (5) years of relevant work experience	

Form TECH-4. Experience of the Consultant

[Using the format below, provide information on each relevant assignment for which your firm, and each Associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Illustrative Task Order included in this RFP. **This shall include all MCC-funded assignments of a similar nature.** Failure to include experience in any project where MCC funds were used may result in disqualification of the Proposal. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

*Provide contact information for at least three (3) references that can provide substantial input about (i) the type of work performed and (ii) the quality of the work. For each reference, list a contact individual, their title, **E-MAIL ADDRESS**, phone, and address.*

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total No. of staff-months of the assignment:
Email and phone of references	Provide contact information for at least three (3) references that can provide substantial input about (i) the type of work performed and (ii) the quality of the work. For each reference, list a contact individual, their title, address, phone and e-mail address
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Narrative description of the project's mobilization demands and how your firm managed that mobilization's administrative, logistical and financial requirements.	
Description of actual services provided by your staff within the assignment:	

Name of Firm: _____

Maximum 20 pages *(The number of pages will not have an impact on the evaluation, nevertheless, those pages that surpass 20 will not be considered during evaluation.)*

Form TECH-5A. References of MCC-Funded Contracts

Each Consultant or member of a Joint Venture/Association making up the Consultant must fill in this form and include information about any and all MCC-funded contracts (either with MCC directly or with any Millennium Challenge Account Entity, anywhere in the world) to which the Consultant or member of a Joint Venture/Association making up the Consultant is or has been a party whether as a lead Consultant, affiliate, associate, subsidiary, Sub-Consultant, or in any other role.

Contracts with MCC			
Contract Name and Number	Role in Contract	Total Contract Amount	Client Name and Address
Contracts with an MCA-Entity			
Contract Name and Number	Role in Contract	Total Contract Amount	Client Name and Address

Form TECH-5B. References of the Consultant's Clients Contracts, other than MCC-Funded Contracts

Each Consultant or member of a Joint Venture/Association making up the Consultant must provide contact information for at least three (3) references from the Clients, where the Consultant or member of a Joint Venture/Association making up the Consultant is or has been a party whether as a lead Consultant, affiliate, associate, subsidiary, Sub-Consultant, or in any other role, that can provide substantial input about (i) the type of the assignment performed; (ii) the quality of the services provided; and (iii) the percentage of participation in the execution of the contract.

For each reference, the Consultant shall provide only a contact of an individual responsible for contract management, title, **E-MAIL ADDRESS (that MCA Entity could send them a special questionnaire to fill)**, phone and address.

Form TECH-6. Description of Approach and Methodology for Performing the Assignment

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

Proposed (a) Technical Approach and Methodology, (b) Work Plan and (c) Organization and Staffing shall be based on the notional tasking described in the terms of reference.

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

- (a) **Technical Approach and Methodology.** In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities under each Task described in the Section V, Terms of Reference of the RFP. For each Task you should highlight the problems being addressed and their importance, and explain the notional technical approach you would adopt to address them, including the cross-cutting aspects. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach for each Task separately.
- (b) **Work Plan.** In this chapter, you should describe the work plan for each Task separately for satisfying the PR support needs of MCA-Mongolia, as set forth in the terms of reference. Such work plan should be consistent with the technical approach and methodology and demonstrate understanding of the terms of reference and the ability to translate them into a feasible working plan for each task, as required.
- (c) **Organization and Staffing.** In this chapter, you should propose the structure and composition of your team including the roles and relationships among the personnel for each Task separately. You should list the experts available for work under each Task of this contract, including Professional Personnel and any other proposed technical and support staff, and provide information on their qualifications.

Form TECH-7. Comments and Suggestions on the Terms of References and Assignment

[The MCA Entity welcomes comments and suggestions to improve the assignment to provide a better value for money. These comments and suggestions shall not be used for evaluation purposes but may be discussed during negotiations. The MCA Entity is not bound to accept anything proposed. If the proposed modifications/suggestions would require changes in the offered rates, it shall be noted as such, without giving the rate of the change.

On the Staff and Facilities

[Comment here on the staff and facilities to be provided by the MCA Entity.]

Form TECH-8. Team Composition and Task Assignments

The task assigned to each Key Professional Personnel under Group I and Group II shall be based on the notional tasking described in the terms of reference.

Key Professional Personnel (Groups I and II)				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned (Describe the role in each Task indicated in the Term of Reference)

Technical and Support Staff	
Name of Staff	Area of Expertise

Form TECH-9. Staffing Schedule (Key Professional Personnel) –
Not Applicable

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

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

Full time input:

Part time input:

Form TECH-10. Work and Deliverables Schedule – *Not Applicable*

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

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

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

Proposed Position	[Insert position and consider that only one candidate shall be nominated for each position]			
Name of Firm	[Insert name of firm proposing the staff]			
Name of Personnel	[Insert full name]			
Date of Birth	[Insert birth date]			
Nationality	[Insert nationality]			
Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]			
Membership in Professional Associations	[Indicate appropriate postgraduate and other training]			
Further Training	[List countries where staff has worked in the last ten years]			
Countries of Work Experience	[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]			
Languages	Language	Speaking	Reading	Writing
Employment Record	<p>[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]</p> <p>From [year]: To [year]:</p> <p>Employer:</p> <p>Position(s) held:</p>			
Detailed Tasks Assigned	[List all tasks to be performed under this assignment]			
Work undertaken that best illustrates capability to handle the tasks assigned:	<p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p style="margin-left: 40px;">Name of assignment or project:</p> <p style="margin-left: 40px;">Year:</p> <p style="margin-left: 40px;">Location:</p> <p style="margin-left: 40px;">Client:</p> <p style="margin-left: 40px;">Main project features:</p> <p style="margin-left: 40px;">Position held:</p>			

Activities performed:

References:

[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, **E-MAIL** phone and 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.]

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 **[Consultant]** in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

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

within the implementation period of the specific
contract.

Signature of Key Professional Personnel

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

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

Signature of Authorized Representative of the Consultant

Day / month/ year

Form TECH-12. Compliance With Sanctions Certification Form

In satisfaction of Clause G of the Additional Provisions at Annex B of the Contract, this form is to be completed by the Consultant upon submission of the Proposal and, if selected, within 28 days of receipt of Letter of Acceptance and Contract Agreement, and subsequently thereafter on the last business day prior to the last day of each quarter (March 31, June 30, September 30, December 31) after the signature of an MCC-Funded Contract³, for the duration of the Contract.

The form is to be submitted to the MCA Procurement Agent at the time of Bid submission, and to the MCA Entity Fiscal Agent thereafter [*email addresses for MCA Entity Procurement and Fiscal Agents to be inserted here*] with a copy to MCC at: sanctionscompliance@mcc.gov.

For the avoidance of doubt, pursuant to the MCC Program Procurement Guidelines, reporting the provision of material support or resources (as defined below) to an individual or entity on the enumerated lists will not necessarily result in the disqualification of a Consultant or cancellation of the Contract. However, **failure** to report such provision, or any similar material misrepresentation, whether intentional or without due diligence, would be grounds for disqualifying the Consultant or canceling the Contract, and may subject such Consultant to criminal, civil, or administrative remedies as appropriate under U.S. law.

Instructions for completing this form are provided below.

Compliance with Sanctions Certification Form

Full Legal Name of Consultant:

Full Name and Number of Contract:

MCA Entity with which Contract Signed:

³ “MCC-Funded Contract” is defined as a contract signed by an MCA Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of MCC’s Program Procurement Guidelines, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding.

ALL CONSULTANTS TO CHECK THE APPLICABLE BOX BELOW:

- ☐ All eligibility verifications have been completed in accordance with Annex B “**Additional Provisions**”, **Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions**”, and the Consultant hereby certifies as follows:
- No adverse or negative results were obtained from such eligibility verifications; and
 - To the best of its current knowledge, the Consultant has not provided, at any time within the previous ten years or currently, any material support or resources (including without limitation, any MCC Funding⁴), directly or indirectly to, or knowingly permitted any funding (including without limitation any MCC Funding) to be transferred to, any individual, corporation or other entity that the Consultant knew, or had 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 on the enumerated lists described below (including the Consultant itself).

OR

- ☐ All eligibility verifications have been completed in accordance with Annex B “**Additional Provisions**”, **Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions**”, and the Consultant hereby certifies that the following adverse or negative results were obtained from such eligibility verifications (information to be provided for each result in accordance with the instructions included with this form):
- Name of individual, corporation or other entity:
 - Eligibility verification source(s) where listed ineligible:
 - Position (if individual), or goods or services provided (if corporation or other entity):
 - Estimated value of work performed as of certification date:
 - A description of, and the circumstances under which such support was provided.

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed “fraud” for purposes of the ITC or Contract between the Consultant and the MCA Entity, the MCC Program Procurement Guidelines, and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

INSTRUCTIONS FOR COMPLETING THE COMPLIANCE WITH SANCTIONS

⁴ “MCC Funding” is defined as funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding

CERTIFICATION FORM:

The Consultant shall perform the following procedures to verify the eligibility of firms, key personnel, subcontractors, vendors, suppliers, and grantees, in accordance with **Annex B “Additional Provisions”, Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”**, which is copied below for convenience.

Based on the results of these eligibility verifications, the Consultant shall provide the applicable certification in the attached certification form. Note that for the purposes of this certification, Consultants are only required to submit detailed back-up documentation about the eligibility verifications together with their certification form if the Consultant identifies adverse or negative results. If not, Consultants are free to mark the certification form accordingly and submit it to the appropriate recipient (although the Consultant must maintain records per the instructions below).

The Consultant shall verify that any individual, corporation, or other entity that has access to or is (or would be) a recipient of MCC Funding, including Consultant staff, consultants, sub-contractors, vendors, suppliers, and grantees, is not listed on any of the following (or, in the case of #8 below, is not a national of, or associated in, any country appearing on such list):

1. System for Award Management (SAM) Excluded Parties List - <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
2. World Bank Debarred List - <https://www.worldbank.org/debarr>
3. US Treasury, Office of Foreign Assets Control, Specially Designated Nationals (SDN) List - <https://sanctionssearch.ofac.treas.gov/>
4. US Department of Commerce, Bureau of Industry and Security, Denied Persons List - <https://www.bis.doc.gov/index.php/the-denied-persons-list>
5. US State Department, Directorate of Defense Trade Controls, AECA Debarred List - https://www.pmddtc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=c22d1833dbb8d300d0a370131f9619f0
6. US State Department, Foreign Terrorist Organizations (FTO) List - <https://www.state.gov/foreign-terrorist-organizations/>
7. US State Department, Executive Order 13224 - <https://www.state.gov/executive-order-13224/>
8. US State Sponsors of Terrorism List - <https://www.state.gov/state-sponsors-of-terrorism/>

In addition to these lists, before providing any material support or resources to an individual or entity, the Consultant will also consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

Documentation of the process takes two forms. The Consultant should prepare a table listing each staff member, consultant, sub-contractor, vendor, supplier, and grantee working on the Contract, such as the form provided below.

	Date Checked							
	1	2	3	4	5	6	7	
Name	S A M Ex cl u de d Pa rti es Li st	W or ld Ba nk D eb ar re d Li st	SD N Lis t	D en ie d Pe rs o ns Li st	A EC A D eb ar re d Li st	FT O Lis t	Ex ec ut iv e Or de r 13 22 4	Eligible (Y/N)
Consultant (the firm itself)								
Staff Member #1								
Staff Member #2								
Consultant #1								
Consultant #2								
Sub-Contractor #1								
Sub-Contractor #2								
Vendor #1								
Supplier #1								
Grantee #1								

The Consultant should list the date on which the search was conducted using each eligibility verification source, and whether the staff member, consultant, sub-contractor, vendor, supplier, or grantee was determined to be eligible – that is, did not show up on any of the eligibility verification sources.

In addition, 1. SAM Excluded Parties List, 3. SDN List, and 5. AECA Debarred List are

searchable databases that return a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility, the Consultant should print out and retain for each staff member, consultant, sub-contractor, vendor, supplier, or grantee the search results page for each eligibility verification source, which should read, *“Has Active Exclusion? No”* or *“No records found.”* (in the case of SAM Exclusion List), *“Your search has not returned any results.”* (in the case of SDN List), or *“No records in Statutorily Debarred Parties using that filter”* or *“No records in Admin Debarred Parties using that filter”* (in the case of AECA Debarred List). In the case of 2. World Bank Debarred List, Table 1: Debarred & Cross-Debarred Firms & Individuals will display a blank field that indicates no matching records have been found. For 4. Denied Persons List, 6. FTO List, and 7. Executive Order 13224, there is no searchable database provided, so the Consultant will review each static list and confirm it does not name the firms or individuals identified in the table above.

If an adverse record(s) has/have been found for one or more individuals or entities, including for the Consultant itself, the Consultant must conduct additional research to determine whether the finding is a “false positive” (such as an individual whose name matches the name of an individual listed on a sanctions list, but is a different person). If it is a false positive, the Consultant will mark the staff member, consultant, sub-contractor, vendor, supplier, or grantee as eligible, and retain the research confirming that eligibility.

If, any of the Consultant’s personnel, consultants, sub-contractors, vendors, suppliers, or grantees are found to be ineligible at this stage, the MCA Entity will determine whether it is possible under the circumstances to allow the Consultant to make a substitution. This determination will be made on a case by case basis and will require approval by MCC regardless of the estimated value of the proposed contract.

In addition, in accordance with MCC Program Procurement Guidelines P1.A.1.9(d), the Consultant must ensure that MCC Funding is not used for goods or services from a country, or from a firm that is organized in or has its principal place of business or a significant portion of its operations in a country, that is subject to country-based sanctions or other restrictions under the law of the United States, including U.S. designated State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>).

All of these documents must be retained by the Consultant as part of the overall record of the Contract with the MCA Entity for the duration of the Contract, and for the further period after the Contract expiration that is required for document retention under the Contract (typically five years after the expiration date of the Compact Program or Threshold Program). Access to these documents must be provided to the MCA Entity, MCC, or their designees in accordance with the access provisions of the Contract, and to the USAID Office of Inspector General (responsible for oversight of MCC operations), upon request.

Annex B “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”

1. The Contract Party, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources (as defined below) directly or indirectly to, or knowingly permit any funding (including without limitation MCC Funding) to be transferred to, any individual, corporation or other entity that such Party 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, (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, or (iv) on such other list as the MCA Entity may request from time to time.

For purposes of this provision:

- a) “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.
 - b) “Training” means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
 - c) “Expert advice or assistance” means advice or assistance derived from scientific, technical, or other specialized knowledge
2. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, 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. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 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 the Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party 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. The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or

MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.

3. Other restrictions on the Contract Party shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or the MCA Entity, 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 Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.

SECTION IV B. FINANCIAL PROPOSAL FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-Clause 12.5 of Section I, Instructions to Consultants.

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

FIN-1 Financial Proposal Submission Form

FIN-2 Hourly Rates and Blended Rates

Form FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: MCA-Mongolia

Address: **MPM Complex, UNESCO Street 28, Khoroo 1, Sukhbaatar District, Ulaanbaatar, Mongolia.**

Dear Sirs:

**Re: IDIQ Consulting Services for Procurement of Public Relations Agency Services
RFP Ref: MCA-M/Proc/048**

We, the undersigned, offer to provide consulting services for MCA-Mongolia covering the **Base Period of approximately three (3) months ending March 31, 2024; an Option Period I to cover the twelve (12) months ending March 31, 2025; and an Option Period II to cover the twelve (12) months ending March 31, 2026**, in accordance with your Request for Proposals (“RFP”) dated *[insert date]* and our Technical and Financial Proposals.

Our attached Financial Proposal is for the fixed rate of *[insert amount in words and in U.S. dollars]*. This represents the Total of the Blended Rates. Our Financial Proposal provides a breakdown of this Total of the Blended Rates based on the sum of the proposed fixed hourly rates for **Key Professional Personnel**, weighted according to the formula specified by MCA-Mongolia in Form FIN-2, for **Base Period of approximately three (3) months ending March 31, 2024; an Option Period I to cover the twelve (12) months ending March 31, 2025; and an Option Period II to cover the twelve (12) months ending March 31, 2026**.

All periods considered above indicate the total fixed rates for the services being proposed, with all required costs and expenses, including costs of tools, equipment, venues and goods listed in the Annex 1 of the Section V. Term of Reference of the RFP and costs of transportation and travel, if required.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as indicated in Paragraph ITC 16.1 of the PDS.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below⁵:

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

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

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

Yours sincerely,

Authorised Signatory

Name and title of Signatory

Name of Consultant

Address of Consultant

Annex 1 - JV/Consortium Agreement (if appropriate)

Annex 2 - Power of Attorney from partners allowing a lead partner to sign on their behalf (if appropriate)

Form FIN-2. Hourly Rates and Blended Rates

IDIQ Consulting Services for Procurement of Public Relations Agency Services

RFP Ref: MCA-M/Proc/048

Fully loaded Hourly Rate of each Key Professional Personnel shall be established based on the understanding that it includes remuneration of all the support staff, international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit, as well as costs of the goods, equipment and all other expenses affiliated with the performance of the services requested by each task of the Terms of Reference of this IDIQ RFP.

HOURLY AND BLENDED RATES FOR ALL TASK

Tasks	Project Lead / PR Manager			Media Relations / Outreach Manager			Creative Director			Total per Task
	Hourly Rate (US\$)	Weighting in total effort (%)	Blended Rate (US\$)	Hourly Rate (US\$)	Weighting in total effort (%)	Blended Rate (US\$)	Hourly Rate (US\$)	Weighting in total effort (%)	Blended Rate (US\$)	
	1	2	3=(1x2)	4	5	6=(4x5)	7	8	9=7x8	
TASK 1		30%	-		30%	-		40%	-	-
TASK 2		30%	-		30%	-		40%	-	-
TASK 3		30%	-		30%	-		40%	-	-
TASK 4		30%	-		30%	-		40%	-	-
TASK 5		30%	-		30%	-		40%	-	-
TASK 6		30%	-		30%	-		40%	-	-
TASK 7		30%	-		30%	-		40%	-	-
TASK 8		30%	-		30%	-		40%	-	-
TASK 9		30%	-		30%	-		40%	-	-
TASK 10		30%	-		30%	-		40%	-	-
TASK 11		30%	-		30%	-		40%	-	-
TASK 12		30%	-		30%	-		40%	-	-
TASK 13		30%	-		30%	-		40%	-	-

TASK 14		30%	-		30%	-		40%	-	-
TOTAL BLENDED RATE FOR ALL TASKS										

IMPORTANT NOTES:

1. NOTWITHSTANDING THAT THE CONTRACT MAY END AFTER THE BASE PERIOD, MAY BE EXTENDED FOR ONE OR MORE OPTION PERIODS, THE EVALUATION OF THE FINANCIAL PROPOSALS WILL BE BASED ON THE FULL PERIOD COVERING THE BASE PERIOD AND BOTH POTENTIAL OPTION PERIODS. PRIOR TO EXECUTION OF A CONTRACT, THE MCA-MONGOLIA SHALL CONDUCT A VERIFICATION OF THE MARKET-REASONABLENESS OF THE RATES OFFERED.

THE FULLY LOADED HOURLY RATE OF EACH KEY PROFESSIONAL PERSONNEL SHALL BE ESTABLISHED BASED ON THE UNDERSTANDING THAT IT INCLUDES REMUNERATION OF ALL THE SUPPORT STAFF, INTERNATIONAL TRAVEL, COMMUNICATION, LOCAL TRANSPORTATION, OFFICE EXPENSES, SHIPMENT OF PERSONAL EFFECTS, DIRECT AND INDIRECT RATES AND PROFIT, AS WELL AS COSTS OF THE GOODS, EQUIPMENT AND DEVICES AND ALL OTHER EXPENSES AFFILIATED WITH THE PERFORMANCE OF THE SERVICES REQUESTED BY EACH TASK OF THE TERMS OF REFERENCE OF THIS IDIQ RFP.

2. WHILE PROVIDING THE PRICES IN THE TABLE ABOVE, PLEASE CONSIDER THE REQUIREMENTS INDICATED IN EACH TASK OF THE TOR.
3. THE FULLY LOADED HOURLY RATE OF EACH KEY PROFESSIONAL PERSONNEL FOR EACH TASK SHALL BE ESTABLISHED BASED ON THE UNDERSTANDING THAT IT INCLUDES ALL THE COSTS OF THE EQUIPMENT AND DEVICES ASSOCIATED WITH THE STIPULATED IN EACH RELEVANT TASK DESCRIBED IN THE TOR.
4. FOR EVALUATION AND COMPARISON PURPOSES, THE TOTAL OF THE BLENDED RATES TO BE INCLUDED IN THE CALCULATION OF THE COMBINED TECHNICAL AND FINANCIAL SCORE IS THE SUM OF ALL SUBMITTED BLENDED RATES FOR THE BASE AND BOTH OPTION PERIODS PROPOSED FOR ALL THREE MEMBERS OF THE KEY PROFESSIONAL PERSONNEL.
5. FOR EVALUATION PURPOSE, THE CONSULTANT MAY BE REQUESTED TO SUBMIT THE BREAKDOWN OF HOURLY RATES.

TASK TITLE	<u>Section V - Terms of Reference</u> Annex 1 - A List of Tools, Equipment, Venues, and Goods Needed
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SECTION V: TERMS OF REFERENCE (TOR)

Section V. Terms of Reference

Task 1: Organizing official ceremonies and events to celebrate achievements of major milestones of the Compact Program;	Reference: <i>Table 1/Task 1</i>
Task 2: Organizing an essay competition or similar activities on the occasion of World Water Day;	Reference: No specific tools and equipment are needed
Task 3: Organizing children’s painting events and exhibitions or similar activities on the occasion of Children’s Day and World Environment Day;	Reference: <i>Table 2/Task 3</i>
Task 4: Organizing short essay competition among primary school children;	Reference: No specific tools and equipment are needed
Task 5: Facilitate the organization of PR campaigns on the occasion of World Rivers’ Day;	Reference: No specific tools and equipment are needed
Task 6: Content Development and Print Design of MCA-Mongolia Quarterly Newsletter;	Reference: No specific tools and equipment are needed
Task 7: Outdoor Poster and Billboard Messaging plan development and related services;	Reference: <i>Table 3/Task 7</i>
Task 8: Social media promotion, management, and content reach analysis;	Reference: <i>Table 4/Task 8</i>
Task 9: Providing support to organize “Water for Development” annual academic conference on water-related issues in cooperation with academic organizations (MUST and NUM);	Reference: <i>Table 5/Task 9</i>
Task 10: Co-organizing outreach activities with stakeholders – The Capital City Water Conference;	Reference: <i>Table 6/Task 10</i>
Task 11: Creative Graphic Designing Services;	Reference: No specific tools and equipment are needed
Task 12: Making durable tags for laboratory equipment and signage for automated kiosks;	Reference: <i>Table 7/Task 12</i>
Task 13: Organizing media stakeholders’ engagement meetings;	Reference: <i>Table 8/Task 13</i>
Task 14: Media monitoring on the Outreach activities implemented under the Strategic Communication Plan.	Reference: No specific tools and equipment are needed

Acronyms and Abbreviations

CWWTP	Central Wastewater Treatment Plant
GoM	Government of Mongolia
MCA-Mongolia	Millennium Challenge Account-Mongolia
MCC	Millennium Challenge Corporation
TOR	Terms of Reference
USUG	Water Supply and Sewerage Authority of Ulaanbaatar City (acronym in Mongolian)
WA	Water Agency
WSRC	Water Services Regulatory Commission
USD	United States Dollar

TERMS OF REFERENCE (ToR)

Public Relations Agency Services

I. PROGRAM OVERVIEW

The United States of America, acting through the Millennium Challenge Corporation (“MCC”) and the Government of Mongolia (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Mongolia (the “Compact”) in the amount of 350 million USD (“MCC Funding”). The Government, acting through Millennium Challenge Account-Mongolia (the “MCA Entity”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Proposals (“RFP”) is issued. Any payments made by the MCA Entity under the proposed contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use and distribution of MCC Funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website (www.mcc.gov).

The 350 million USD Compact addresses one of the country’s most binding constraints to economic growth: costly access to water and sanitation. The Compact will assist the Government in meeting the projected demand for water in the capital city of Ulaanbaatar for residential consumers and commercial and industrial users through a Water Supply Project, consisting of three closely related investment activities:

- **Downstream Wells Activity**, to construct new groundwater wells with attendant transmission lines, reservoirs, and an advanced water purification plant;
- **Wastewater Recycling Activity**, to construct a new wastewater recycling plant and pipelines to provide high-quality treated wastewater that can be used instead of fresh water by water-intensive industries, thereby increasing the amount of fresh water available for household consumption; and
- **Water Sector Sustainability Activity**, to support policy reforms, capacity building, and technical assistance to improve the long-term sustainability of Ulaanbaatar’s water supply.

II. BACKGROUND

In accordance with Section 2.11 of the Program Implementation Agreement, MCA-Mongolia is obligated to give appropriate publicity to the Mongolia Water Compact as a program to which the United States, through MCC, has contributed, and make information concerning implementation of the Compact publicly available. For fulfilling this requirement, MCA-Mongolia has formulated its communications goals in order to promote the MCA-Mongolia in successfully achieving the Compact objectives and developed a Strategic Communications Plan, a main guiding document. In order to implement some of the activities included in the plan, MCA-Mongolia intends to engage an external support and therefore seeks to procure A Public Relations and Communications Agency (the Agency) who provides the

services to support the implementation of MCA-Mongolia's Strategic Communication Plan over the next 3 years.

III. OBJECTIVES

The PR Agency will provide services to support the implementation of the MCA-Mongolia's Strategic Communication Plan, a main guiding document aimed at promoting the MCA-Mongolia to successfully achieve the objectives of the MCC-Mongolia Water Compact by providing all the stakeholders, including the general public with accurate and timely information, enhancing their awareness and understanding, and gaining their support. To that end, the primary objective of this assignment is by responding to the Task Orders issued, provide professional support for the compact period, including, but not limited to:

- a. Event planning and organization.
- b. PR campaign planning and organizations.
- c. Digital content development and dissemination.
- d. Information dissemination.
- e. Newsletter design and contents development.
- f. Graphic design service, including, posters, brochure, leaflets, factsheets design and print.
- g. Media monitoring on the Outreach activities implemented under the MCA-Mongolia Strategic Communication Plan.
- h. Reporting and documenting results and recommendations.

IV. SCOPE OF SERVICES

The Consultant will be expected to work with MCA-Mongolia in order to provide the services needed to successfully carry out the tasks detailed below, which include, but are not limited to the following:

Task 1: Organizing official ceremonies and events to celebrate achievements of major milestones of the Compact Program;

Task 2: Organizing an essay competition or similar activities on the occasion of World Water Day;

Task 3: Organizing children's painting events and exhibitions or similar activities on the occasion of Children's Day and World Environment Day;

Task 4: Organizing short essay competition among primary school children;

Task 5: Facilitate the organization of PR campaigns on the occasion of World Rivers' Day;

Task 6: Content Development and Print Design of MCA-Mongolia Quarterly Newsletter;

Task 7: Outdoor Poster and Billboard Messaging plan development and related services;

Task 8: Social media promotion, management, and content reach analysis;

Task 9: Providing support to organize "Water for Development" annual academic conference on water-related issues in cooperation with academic organizations (MUST and NUM);

Task 10: Co-organizing outreach activities with stakeholders – The Capital City Water Conference;

Task 11: Creative Graphic Designing Services;

Task 12: Making durable tags for laboratory equipment and signage for automated kiosks;

Task 13: Organizing media stakeholders' engagement meetings;

Task 14: Media monitoring on the Outreach activities implemented under the Strategic Communication Plan.

For the duration of the Contract, the Consultant will be requested to provide the services through individual Task Orders to be issued, which will clearly describe all services to be rendered.

Prior to the issuance of each individual Task Order, the Consultant and MCA-Mongolia will be required to agree on the scenario proposed by the Consultant, timesheet, list of the personnel involved, estimate hours and etc., necessary for the implementation of each individual Task Order.

Any Task Order issued pursuant to this Contract shall be fixed price based on the Fully Loaded Hourly Rate of each Key Professional Personnel which shall be established based on the understanding that it includes remuneration of all the support staff, international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit, as well as costs of the goods, equipment and all other expenses affiliated with the performance of the services requested by each task of the Terms of Reference of this IDIQ RFP.

The Consultant may be required to submit the breakdown of the fixed price of the Task Order to show all required costs and expenses, including costs of the goods, equipment, labor and all other expenses affiliated with the performance of the services requested by each individual task.

The Consultant shall provide services only after signing an individual Task Order and is not authorized to perform any task not covered by a Task Order or any other written agreement issued by MCA-Mongolia.

The tasks mentioned below each have more than one event. As a result, any occurrence that falls under a certain job will be regarded as a subtask of that task.

Task 1: Organizing official ceremonies and events to celebrate achievements of major milestones of the Compact Program

Consultant shall organize official ceremonies and events to celebrate achievements of major milestones of the Compact, which are equivalent to the groundbreaking ceremonies, the commencement of facilities, including plants, conveyance and wellfields, smart kiosks operations and laboratory equipment handover and the Compact Closure, etc. During the whole contract period, the official ceremonies and events, the number of which will be up to six (6), are planned to be organized and all are required to be professionally designed, managed, planned, coordinated, and executed. The required services for the organization of each event will include, but not limited to the following:

- i. Securing, booking and managing venue for the event, including stage installation and all required audio-visual equipment.
- ii. Arranging host/hosts and entertainment for the ceremony or event.
- iii. General logistical arrangements, including translation equipment, banners and backdrops and transportation for participants, seats and parking arrangements for VIP guests, and etc.
- iv. Registration (QR agenda) and managing participants.

v. Media engagement during and post event

Task 2: Organizing an essay competition or similar activities on the occasion of World Water Day

On the occasion of World Water Day, which falls on March 22 every year, the Consultant shall provide consulting services for organizing essay competitions/similar events among the public to increase public awareness of water-related issues as well as the Compact implementation and the MCA-Mongolia operations through the event. During the whole contract period, the essay and article competition or similar activities for World Water Day is planned to be organized 3 times. The required services for the organization of each competition will include, but not limited to the following:

- i. Competition Preparation and Announcement, work plan, guidelines for competition, announcement/advertisement plan and design, publication of announcements and securing prize for the winners.
- ii. Essay and Article Submission, Shortlisting and Selection of Winner(s).
- iii. Organization of a small size award ceremony.
- iv. Media Engagement during and post-competition and Promotion of winning essays.

Task 3: Organizing children's painting event – exhibition or similar activities on the occasion of Children's Day and World Environment Day

Consultant shall provide consulting services for organizing a painting event “Let's Paint Water” among children and exhibition/ similar activities on the occasion of the International Children's Day, which falls on June 1 and World Environment day, which falls on June 5 every year. The purpose of the event is to increase public awareness of environmental and water-related issues as well as the Compact implementation and the MCA-Mongolia operations through the event and children and their parents' participation in the event.

During the whole contract period, the children's painting event and exhibition is planned to be organized up to 3 times. This event will be organized in two phases: Early submission of the paintings for the exhibition and Exhibition and On-site Painting event. All children who submitted their paintings will receive small incentives during the exhibition and on-site painting event on International Children's Day, which falls on June 1 each year.

The required services for the organization of each event will include, but not limited to the following:

- i. Preparation and Announcement, including workplan, announcement schedule, channels, the painting submission guidelines, requirements, deadline, incentive, content and design of the announcement, recommendation of a potential partner for additional incentives or promotion, publication of announcements, recommending a location for the event (one of the Central Square of the Capital City is preferred).
- ii. Submission of paintings for the Exhibition and Preparation for the Exhibition.
- iii. Exhibition and on-site painting event among children, everything needed for the event is arranged and ready, including (tent(s), promotional decorations, banners, backdrops, painting tools, tables and chairs, all required audio-visual equipment, photo shooting frames, small incentives for each participant and etc.).

- iv. Media Engagement during and post event and Promotion and Publicity of the selected paintings

Task 4: Organizing a short essay competition among primary school children

On the occasion of “Imagine a Day Without Water” an observance day in America to raise awareness and educate people about the value of water, Consultant shall provide consulting services for organizing an essay competition/similar event on the topic of “Imagine a day without water” among children of all primary school children in the capital city of Ulaanbaatar. The purpose of the event is to raise awareness and educate people about the value of water as well as the Compact implementation and the MCA-Mongolia operations through the event and children and their parents’ participation in the event as well as through the essays written by children.

During the whole contract period, the short essay competition is planned to be organized two (2) times.

The required services for the organization of each event will include, but not limited to the following:

- i. Preparation and Announcement, including workplan, announcement schedule, channels, the guidelines for the competition, content and design of the announcement, securing prize for the winners.
- ii. Recommendation of a potential partner for additional incentives or promotion, publication of announcements.
- iii. Essay and Article Submission, Shortlisting and Selection of Winner(s).
- iv. Organization of a small size award ceremony, including preparation of certificates for successful participants (can be wooden or crystal plaques)
- v. Media Engagement during and post event and Promotion and Publicity of the winning essays, including print design of a small book using paintings from “Let’s Paint Water” event for the giveaway for the educational and enlightenment purpose

Task 5: Facilitate the organization of PR campaigns on the occasion of World Rivers’ Day

Consultant will provide the consulting services to facilitate the organization of PR campaigns on the occasion of World Rivers’ Day, reaching out to water responsible entities and facilitate cooperation with them and organize PR campaigns. During the whole contract period, the campaign is planned to be organized three (3) times.

The required services to facilitate the organization of PR campaigns on the occasion of World Rivers’ Day will include, but not limited to the following:

- i. Annual Work Plan, including names of target companies, that can be named as a water responsible entity and be a good partner for water campaigns to communicate water issues in UB and ways the MCC-Mongolia Water Compact is addressing them for sustainable development and better and climate resilient future and as well as what is the partner entities are doing to be water responsible and what can other individuals and entities do for.
- ii. Plan for each year campaign, including theme for the year, main and supportive message to communicate and formats, means and channels to deliver and responsibilities of MCA-M Consultant side and requirements from to-be-partner and benefits for them.
- iii. Organization of the campaign in cooperation with potential partners, closely engaging the relevant government agencies and organizations in the campaign

iv. Media Engagement and Promotion during and post event

Task 6: Content Development and Print Design of MCA-Mongolia Quarterly Newsletter

Consultant shall provide content development and print design services for MCA-Mongolia quarterly newsletter “Water for Growth (Water for the Future)” on the news about the Compact implementation progress and milestones achievements, success stories information and interesting facts about Compact activities and their benefits as well as news on the global and local water industry. Consultant will work on an approximately eleven (11) issues of the newsletter in total, during the whole period of the contract.

Each journal should consist of three main part: Global water news, local water news and the Compact news, interviews, success stories, interesting facts and other information in different formats. Consultant will collect, compile and develop content for all parts in close cooperation with MCA-Mongolia Communications team with high accuracy. The layout and design of the journal must comply with the MCA-Mongolia and MCC Branding Standards. All photos must be used with copyright.

The required services for the organization of each issue of the newsletter will include, Planning, Content Development, Print Design for each Quarter Newsletter and etc.

Task 7: Outdoor Poster and Billboard Messaging plan development and related services

Consultant shall provide services to plan, design and execute creative outdoor poster messaging, specifically poster messaging at the bus station and water kiosks in ger-area, thereby reaching broader target audiences of the Compact Program and delivering them messages about what are the objectives of the Compact Program and what are the benefits for them and the city of Ulaanbaatar as well as Mongolia.

The required services for outdoor poster messaging will include, but not limited to the following:

- i. Outdoor poster messaging strategy and plan, including target audiences (UB residents: apartment and ger dwellers and commercial and industrial consumers), creative ideas of messages (MCC-Mongolia Water Compact-Climate-Smart Investment, Climate-Smart Investment for Growth, Watering the Growth/Future), frequency and means (bus station billboards and smart kiosks walls)
- ii. Annual work plan, creative print design and messages for each poster and billboard, production (including painting on walls of water kiosks and other outdoor walls) and placement of advertising materials

Task 8: Social media promotion, management and content reach analysis

Consultant shall provide consulting services for the development of MCA-Mongolia social media channels, social media promotion and content reach analysis during whole period of the contract. This task consists of two main parts: Social media promotion and content reach analysis.

Consultant shall support the further development of the official social media platforms of the MCA-Mongolia, especially the Facebook page of MCA-Mongolia by boosting the posts and increasing the visibility within the contract term. At the same time, Consultant provide a social media content reach analysis and submit quarterly reports on statistics of the MCA-Mongolia social media channels (Facebook, Twitter, LinkedIn and Youtube) along with recommendations for further promotion and the financial report of the boost.

The required services for the organization of each event will include, but not limited to the following:

- i. Social media promotion (strategy)
- ii. Promotion (including live streaming service on Facebook) and boosting, increasing followers and content reaches.
- iii. Content reach analysis and recommendations

Task 9: Providing support to organize “Water for Development” annual academic conference on water-related issues in cooperation with academic organizations

As a part of the campaign for the World Water Day, Consultant shall provide consulting services to support for organizing “Water for Development” academic conference among water sector scientists and research students in cooperation with National University of Science and Technology and the National University of Mongolia in March every year. The purpose of the task is to encourage and academic and professional development of young scientists, researchers, and engineers in water sector and increase public awareness of water-related issues as well as the Compact implementation and the MCA-Mongolia operations through the event at the same time.

During the whole contract period, the academic conference is planned to be organized 3 times.

The required services for the organization of each event will include, but not limited to the following:

- i. Make a design of promotional decorations (backdrops and banners) and a compilation of selected research works and print the compilation 300 copies for libraries of MUST and NUM.
- ii. Media stakeholder engagement during and post event
- iii.

Task 10: Co-organizing outreach activities with stakeholders – The Capital City Water Conference

Consultant shall provide consulting services for organizing The Capital City Water Conference in cooperation with the Governor's Office of the Capital City of Ulaanbaatar on April 22 every year on the occasion of Earth Day (date is subject to change). During the whole contract period, up to three (3) conferences are planned to be co-organized.

The required services for the organization of each event will include, but not limited to the following:

- i. Securing, booking and managing venue for the event, including stage installation and all required audio-visual equipment.
- ii. Arranging host/hosts and entertainment for the ceremony or event
- iii. General logistical arrangements, including translation equipment, banners and backdrops and transportation for participants, seats and parking arrangements for VIP guests.
- iv. Registration and managing participants.
- v. Media engagement during and post event

Task 11: Creative Graphic Designing Services

Consultant shall provide creative graphic designing services to prepare layout/design for both print materials and digital use, including posters, brochures, leaflets, factsheets and multicolor infographics for digital and print promotion.

The required graphic designing services will include, but not limited to the following:

All the design developed for the materials listed above shall be prepared, considering the MCA-Mongolia and MCC Branding Guidelines:

1. Brochure (A4 Format).
2. Posters, greetings and social media profile frames for public holiday and the Compact-related observance days for digital promotion (including, social media promotion).
3. Factsheets about the Compact outputs and benefits both for print and digital use (including, social media promotion).
4. Infographics about the Compact outputs and benefits and stickers' design both for print and digital use (including, social media promotion).
5. Annual Report Template (A4, min 60 pages)

Task 12: Making durable tags for laboratory equipment and signage for automated kiosks

Consultant shall provide services for making durable tags for laboratory equipment and signage for automated (smart) kiosks for the purpose of identifying Program Activity sites and making Program Assets in accordance with MCC Standards for Global Marking. Signage and plaque must include the MCA-Mongolia's logo and MCC logo and signature and must be prominent, easily visible from distance and made of durable, sturdy, weather-resistant materials.

The required services will include, but not limited to the following:

- i. 182 signage for smart kiosks.
- ii. Tags for laboratory equipment

Task 13: Organizing media stakeholders' engagement meetings

Consultant shall provide consulting services for organizing the "Let's Talk water" meeting among the media representatives to educate media stakeholder with water and wastewater-related knowledge while informing and sensitizing of objectives and benefits of the Compact Activities and the implementation status as well as the MCA-Mongolia operations through the meeting. The meeting will be organized for up to six (6) times within the whole contract period and must be open to and inclusive of representatives of all media outlets interested.

Creative and productive ideas of meeting format are not limited (such as enlightening, educative and entertaining at the same time, like Quiz Night). The required services for the organization of each meeting will include, but not limited to the following:

- i. Preparation, including plan and recommendation of a list of potential participants, invitation content and design and specific theme of each meeting.
- ii. Recommending and securing venue for up to 60 participants, including all required audio and video equipment such as led screen, promotional stands, microphones.
- iii. Ensuring a coffee break refreshments and a business lunch will be provided for all the participants (venue can be a restaurant and a meeting hall of a hotel that provides a coffee break refreshments and a business lunch too).
- iv. Engaging with media stakeholders.

Task 14: Media monitoring on the Outreach activities implemented under the MCA-Mongolia Strategic Communication Plan

Consultant shall provide services of media monitoring on the Outreach activities implemented under the MCA-Mongolia Strategic Communication Plan. In order to monitor the implementation of the Strategic Communication, Consultant shall suggest methodology and procedures for collecting and reporting data and information for each activity and execute the task in accordance with the procedure. This monitoring will be conducted on regular basis and reported quarterly. This report must include published news articles, tv news, website and newspaper articles related to MCC, MCA-Mongolia and the Mongolia Water Compact, its implementation, benefits and other relevant news.

The required services will include, but not limited to the following:

- i. Media monitoring methodology and procedure
- ii. Quarterly report of Media monitoring

Consultant shall also prepare recommendations based on the results of the media monitoring on annual basis.

V. QUALIFICATION REQUIREMENTS

5.1 Qualification of the Consulting Firm

MCA-Mongolia is looking for a firm with demonstrated extensive experience in public relations and media to undertake this assignment. The firm must have a proven track record of high-quality campaigns with multiple segment audiences by both traditional and digital media (including social media) to reach campaign targets. MCA-Mongolia is interested in obtaining a reliable partner that is able to understand values and branding standards as well as the objectives of the Mongolia Water Compact and efforts to achieve them. Because of the nature of the task described in these Terms of Reference, its implementation will be assigned to an entity (consulting firm, PR agency etc.) which must have the following minimum qualifications:

1. Minimum of five (5) years proven experience in communications, public relations, marketing and/or a related field;
2. Minimum of three (3) successfully completed contracts, within the last three (3) years, proving an experience in implementing public relations and communications strategies/plan and crafting high-impact content in various formats (contents for TVs, websites and social media, videos, blogs, social media posts, audio, storytelling, etc.) targeting different audience segments by both traditional and digital media (including social media). Evidence of knowledge of the technical advancements and its application in everyday life.

5.2 Qualification of Key Personnel

The Consultant shall provide the full range of personnel needed to perform the services described in this TOR. The personnel to be provided by the Consultant shall be available for the entire duration of the Agreement. The team shall be headed by a well-qualified full-time Project Lead/Manager and supported by other Key and Non-Key Personnel members as required to perform the full range of services. CVs shall be provided for all proposed staff, including the rationale as to why they were selected for this assignment.

MCA-Mongolia deems the following positions as Key Personnel:

Group I

Project Lead/PR Manager

Media Relations/Outreach Manager

Creative Director

Group II

Senior Media Analyst

Copywriter

Social Media Manager

Videographer/Editor

Art Director/Graphic designer

Event Manager

Key Professional Personnel proposed by the Consultant shall provide services of proven competence and experience to undertake the tasks defined by these TOR and finally achieve the project's overall and specific objectives, in terms of time, costs and quality. Key Professional Personnel proposed by the Consultant shall have the prerequisite experience specified with their assignments and shall have an overall background in communication, marketing PR, media, journalism, and environment and water-related fields.

The specific requirement for each Key Professional Personnel is described below by groups:

GROUP I:

Project Lead/ PR Manager:

1. Bachelor's degree in either Business Administration, PR, Communication, or related field.
2. A minimum of five (5) years of professional experience in the Advertising, Marketing, or related sectors including: three (3) years of experience in planning, managing or consulting public communication campaigns and three (3) years in Social Campaigns. The project leader should have experience in developing and implementing successful social marketing / communications campaigns that result in the desired behaviour change.
3. Excellent English language skills.

Media Relations/Outreach Manager:

1. Bachelor's degree or above in Media, Journalism or related field.
2. A minimum of five (5) years of professional experience in media or journalism including three (3) years of experience in fact-checking and news reportage, source interview and writing articles.
3. Fluency in English and Mongolian is required.

Creative Director

1. Bachelor's degree or above in art, graphic design, marketing, communications, journalism, and other relevant fields.

2. Experience in Conceptualization and Design: 5+ years. Should have experience in conceptualizing and designing communication materials such as brochures, flyers, posters, videos, animations, and social media content.

GROUP II:

Event Manager:

A minimum of five (5) years of relevant work experience

Art Director/Graphic designer:

A minimum of five (5) years of relevant work experience

Videographer/Editor:

A minimum of three (3) years of relevant work experience

Social Media Manager

A minimum of three (3) years of relevant work experience

Copywriter

A minimum of five (5) years of relevant work experience

Senior Media Analyst

A minimum of five (5) years of relevant work experience

VI. TERM OF THE CONTRACT

The Contract will be covering the Base Period of approximately three (3) months ending March 31, 2024; Option Period I to cover the twelve (12) months ending March 31, 2025; Option Period II to cover the twelve (12) months ending March 31, 2026.

VII. REPORTING REQUIREMENTS

Consultant will be responsible to report to the coordinator assigned by MCA-Mongolia. The format of the deliverables will be requested by each individual Task Order issued. The reporting languages will be English.

VIII. DELIVERABLES AND PAYMENT SCHEDULE

The deliverables and the payment schedule will be carried out in line with the one that will be agreed upon by the parties for each individual Task Order issued.

IX. KEY BACKGROUND DOCUMENTS TO BE SHARED WITH CONSULTANT

1. MCA-Mongolia Branding Standards
2. MCC Standards for Corporate Marking and Branding
3. MCC Standards for Global Marking
4. Compact Agreement

Annexes:

Annex 1 – A LIST OF TOOLS, EQUIPMENT, VENUES AND GOODS NEEDED

Annex 2 – LIST OF NON-KEY PERSONNEL

Annex 1 - A LIST OF TOOLS, EQUIPMENT, VENUES AND GOODS NEEDED

Task 1: Organizing official ceremonies and events (outdoor) to celebrate achievements of major milestones of the Compact Program

Tools, equipment and venues needed:

Table

#1/Task 1

<i>Equipment and devices</i>	<i>Size/ Description/ Quantities</i>
<i>LED display (rent)</i>	(3 m x 4 m) x 2
<i>Stage with 2 stairs each side (rent)</i>	10m x 4m
<i>Frame of main stage (rent)</i>	10m x 4m x 1.5m x 1.5m
<i>Carpets for main stage (rent)</i>	The size of the above stage
<i>Backdrop layout and print</i>	Type I: 10m x 4m x 1
	Type II: (1.5m x 4m) x4
<i>Sound system and vertical array with microphones (rent)</i>	for up to 300 persons
<i>Guest Seating Platform (rent)</i>	For 100 persons
<i>Translator equipment set (rent)</i>	for 60 persons
<i>Translator's booth (rent)</i>	for 1 translator
<i>Stage of Entrance (rent) with printed backdrop</i>	6m x 6m
<i>Frame for Entrance (rent)</i>	6m x 6m x 1.5m
<i>Event banner board layout and print for Photo shooting with frame (rent frame)</i>	6m x 3m
<i>Press corner frame (rent)</i>	(6m x 3m) x 2
<i>Generator including diesel fuel (rent)</i>	With the capacity to handle the event of up to 150 persons
<i>Ceremonial pin for each participant</i>	150
<i>Umbrella (If it rains) (rent)</i>	for up to 300 persons
<i>Bio Toilets (rent)</i>	2

<i>Chairs with VIP Cloth (rent)</i>	100 items
<i>Tents (rent)</i>	(5m x 5m) x10
<i>Bus rent (including gasoline)</i>	2 with 45 seats for journalists and other guests
<i>Tools for ceremony (Scissors, ribbon, gloves, trays)</i>	8 sets
<i>Stanchion with rope (rent)</i>	1 set with 30 pins and blue rope
<i>Area marking stripes</i>	To separate areas of the venue
<i>Flag Stand (rent)</i>	4m x 23 pieces
Entertainment	
<i>Master of the Event</i>	
<i>Musician of Horse Headed Fiddle</i>	
<i>Traditional Long Song Artist</i>	

Task 2: Organizing an essay competition and similar activities on the occasion of World Water Day

No special tools and equipment needed. As for venue for the award ceremony, it is planned that small-sized ceremony will be organized at MCA-Mongolia office.

Task 3: Organizing children's painting event – exhibition and similar activities on the occasion of Children's Day and World Environment Day

Tools, equipment and venue needed:

Table #2/Task

3

Pavilion and stage installation	
<i>Equipment and devices</i>	Size/ Description/ Quantities
<i>A pavilion x 2 (rent)</i>	5m x 5m
<i>Stage (with rain cover) (rent)</i>	5m x 3m
<i>LED display</i>	Approx. 3 m x 5 m
<i>Panels for display paintings (rent)</i>	A3 size carcass for 50 pupils

<i>Design and Printing of Photo shooting frame</i>	Size: 1m x 1m Quantity: Two (2)
<i>Standing and Hanging Banner Printing</i>	(5m x 5m) x 2
<i>Design and Supply of Certificates</i>	for up to 12 successful participants
<i>Sound system and vertical array (rent)</i>	4 microphones, 4 speakers, 1 power amplifier and others
<i>Desks (rent)</i>	for two persons to sit around x 5 items
<i>Chairs (rent)</i>	Student chair x 10
<i>Incentives for children participated</i>	For 100 children
<i>Painting Tools and Papers</i>	
<i>Painting tools (brushes, water colors, color pencils, color markers, painting papers)</i>	For 100 children

Services:

Service	Quantity
1. Announcement and promotion of the contests through media	at least five (5) most read news websites. at least five (5) social media channels, at least two (2) TV channels.
After-event publicity	Make 5-minute-long podcast for a selected the painting

Note: The Consultant should recommend and consult a location for the event (Central Square of the Capital City is preferred).

Task 4: Organizing a short essay competition among primary school children

No special tool and equipment needed. As for venue for the award ceremony, it is planned that small-sized ceremony will be organized at MCA-Mongolia office.

Task 5: Facilitate the organization of PR campaigns on the occasion of World Rivers' Day -
N/A

Task 6: Content Development and Print Design of MCA-Mongolia Quarterly Newsletter:
No special tool and equipment needed.

Service Description	Quantity/Periodicity
MCA-Mongolia Newsletter in A4 Format	Quarterly

Task 7: Outdoor Poster Messaging

Production (printing) of advertising billboard
Tools, equipment and venue:

Table #3/Task 7

Bus Stops:	
<i>Bus Shelters</i>	
<i>CIPs (City Light Posters)</i>	
<i>Digital Screens</i>	
Water Kiosk painting:	
Service Description	Quantity/Periodicity
Paint the selected paintings of “Let’s Paint Water” children’s events	Approx. 25 water kiosks

Task 8: Social media promotion, management and content reach analysis

Tools, equipment and venue needed:

MCA-Mongolia operates three social media channels (Facebook, Twitter and LinkedIn) plus a Youtube channel.

Table #4/Task 8

<i>Names</i>	<i>Functions</i>	<i>Unit Price (US\$)</i>	<i>Total Amount (US\$)</i>
<i>Social Media Tools</i>	Might be Buffer Hootsuite, Social Pilot, Loomly		

Task 9: Providing support to organize an annual academic conference on water-related issues in cooperation with academic organizations

Table #5/Task 9

<i>Types</i>	<i>Quantity</i>
<i>Printing service: One Banner Board and two Standing Banners for the Academic Conference</i>	
<i>Printing service: A compilation of research papers</i>	300 copies
<i>Memorabilia (supply)</i>	for up to 100 participants

Task 10: Co-organizing outreach activities with stakeholders – The Capital City Water Conference

Tools, equipment and venue:

Table #6/Task 10

<i>Main Stage</i>	
<i>Equipment and devices</i>	Size/ Description/ Quantities
<i>LED display</i>	16 m x 5 m
<i>Stage with 2 stairs each side</i>	16m x 5m
<i>Frame of main stage</i>	16m x 5m x 5m
<i>Carpets for main stage</i>	1 set
<i>Lights and frame for lights</i>	12m x 4m x 4m
<i>Sound system and vertical array with 10 microphones</i>	1 set
<i>Translator equipment set</i>	for 30 persons
<i>Translator's booth</i>	1
<i>Stage on Entrance</i>	
<i>Stage of Entrance</i>	6m x 6m

<i>Frame for Entrance</i>	6m x 6m x 1.5m
<i>Lights</i>	1 set
<i>Event banner board – Vinyl</i>	6m x 3m
<i>Press Corner</i>	
<i>Press corner frame</i>	(6m x 3m) x 2
<i>Decorations (backdrop banners)</i>	(6m x 3m) x 2
<i>Event venue</i>	
<i>Location:</i>	A zone of Ulaanbaatar City
<i>Parking:</i>	Availability of parking space for attendees, and safe/easy access to the venue area from the parking and main entrance of the building.
<i>Capacity of the Venue:</i>	Seats for 300 persons
<i>Safety/Security requirements:</i>	

Task 11: Creative Graphic Designing Services

No special tools and equipment needed.

Task 12: Making durable tags for laboratory equipment and signage for automated kiosks

Table #7/Task 12

<i>Types</i>	<i>Quantity</i>
<i>Printing and production of durable signage for automated kiosks</i>	182 pieces
<i>Printing and production of durable tags for laboratory equipment</i>	30 items

Task 13: Organizing a media stakeholders' engagement meeting

Table #8/Task 13

<i>Types</i>	<i>Quantity</i>
<i>Space to host half-day meeting (including LED display, 4 hours rental, AV, stage, parking and technical staff standby and service of refreshments – a coffee break refreshments and a business lunch)</i>	Half day for up to 60 persons

Task 14: Monitoring the progress and results of the programs and activities under the

Strategic Communication - No special tools and equipment needed.

Annex 1 - A LIST OF THE PERSONAL REQUIRED FOR THE PERFORMANCE OF THE CONTRACT

No	Key Personnel
1	Cameramen/photographer
2	Interpreter
3	Painting artist
4	Technical Staff
5	Service staff during the event organization
6	Sound technician
7	Lighting technician
8	Stage designer
9	Cleaning staff
10	Drivers
11	Master of Event
12	Musicians of Horse Headed Fiddle
13	Traditional Long Song Artists

PART 2: DRAFT IDIQ CONTRACT

SECTION VI PARTS OF THE CONTRACT

Contract No:

Contract for Consultants' Services

**For the provision of Consultancy Services for [insert name]
(IDIQ Contract)**

between

MCA-[Entity]

and

[name of Consultant]

Dated:

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I. GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1 Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in the Compact or related document. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” has the meaning given the term **in the SCC**.
 - (b) “Associate” means any entity that is a member of the Association that forms the Consultant. A Sub-Consultant is not an Associate.
 - (c) “Association” or “association” means an association of entities that forms the Consultant.
 - (d) “Compact” has the meaning given the term in the recital clauses to the Contract Agreement.
 - (e) “Consultant” has the meaning given the term in the initial paragraph of the Contract Agreement.
 - (f) “Contract” means this agreement entered into between the MCA Entity and the Consultant, to provide the Services, and consists of the Contract Agreement, these GCC, the SCC, and the Annexes (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
 - (g) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Sub-Clause 17.1.
 - (h) “Effective Date” has the meaning given the term in GCC Clause 16.2.
 - (i) “Force Majeure” has the meaning given the term in GCC Clause 22.1.
 - (j) “GCC” means these General Conditions of Contract.
 - (k) “Government” has the meaning given the term in the recital clauses to the Contract Agreement.
 - (l) “Key Professional Personnel” means the Personnel listed in Annex D to this Contract.
 - (m) “Local Currency” has the meaning given the term **in the SCC**.
 - (n) “MCA Country” has the meaning given the term **in the SCC**.

- (o) “MCA Entity” has the meaning given the term in the initial paragraph of the Contract Agreement.
- (p) “MCC” has the meaning given the term in the recital clauses to this Contract.
- (q) “MCC Program Procurement Guidelines” means the Millennium Challenge Corporation Program Procurement Guidelines posted on the MCC Website, as may be amended from time to time.
- (r) “Member” means any of the entities that make up a joint venture or other association; and “Members” means all these entities.
- (s) “Party” means the MCA Entity or the Consultant, as the case may be, and “Parties” means both of them.
- (t) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof.
- (u) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (v) “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in Annex A to this Contract.
- (w) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (x) “Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement.
- (y) “Trafficking in Persons” has the meaning given at GCC Clause 25.
- (z) “US Dollars” means the currency of the United States of America.

2. Interpretation and General Matters

2.1 In interpreting this Contract, unless otherwise indicated:

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

Waivers, Forbearance, Etc.

2.2 The following shall apply with respect to any waivers,

forbearance or similar actions taken under this Contract

- (a) Any waiver of a Party's or MCC's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Party (or MCC) granting such waiver, and must specify the terms under which the waiver is being granted.
- (b) No relaxation, forbearance, delay, or indulgence by either Party or MCC, as the case may be, in enforcing any of the terms and conditions of this Contract or the granting of time by either Party or MCC to the other shall prejudice, affect, or restrict the rights of that Party or MCC under this Contract, neither shall any waiver by either Party or MCC of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Severability

Documents Making Up This Contract

2.3 If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract

2.4 The following documents are deemed to form an integral part of this Contract and shall be interpreted in the following order of priority:

- (a) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately prior to the GCC and including the signatures of the MCA Entity and the Consultant;
- (b) the SCC and Annex B to this Contract;
- (c) the GCC;
- (d) the Notification of Award;
- (e) Annex A: Description of Services;
- (f) Illustrative Task Order Request;
- (g) any other Annex to this Contract;
- (h) the Consultant's Proposal; and
- (i) any other document listed in the SCC as forming part of this Contract.

Assignment

2.5 Neither party shall assign the whole or any part of the Contract, or any benefit or interest in or under the Contract, without the consent of the other party; provided that, the MCA Entity may assign the whole or any part of the Contract, or any benefit or interest in or under the Contract, to another person or entity of the Government (or another entity designated by the Government)

without the consent of the Consultant. The MCA Entity shall use commercially reasonable efforts to notify the Consultant as soon as reasonably practicable of any such assignment. Any attempted assignment that does not comply with the terms of this GCC Sub-clause 2.5 shall be null and void.

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| 3. Language and Law | <p>3.1 This Contract has been executed in language(s) specified in the SCC. If the Contract is executed in both English and a specified local language, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p> <p>3.2 3.2. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> |
| 4. Communications | <p>4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Subject to Applicable Law, any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when delivered to such Party at the address specified in the SCC, or sent by confirmed facsimile or confirmed email, in either case if sent during normal business hours of the recipient Party.</p> <p>4.2 A Party may change its name or address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in SCC 4.1.</p> |
| 5. Subcontracting | <p>5.1 If the Consultant intends to subcontract for a major item of its contracted consulting services (deemed major if valued in excess of \$100,000 USD) it shall seek the MCA Entity's prior written approval of the subcontractor. Subcontracting shall not alter the Consultant's obligations under this Contract.</p> |
| 6. Relationship Between the Parties | <p>6.1 Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the MCA Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf in connection with this Contract.</p> |
| 7. Location | <p>7.1 The Services shall be performed at such locations as are specified in Annex A to this Contract and, where the location of a particular task is not so specified, at such locations, whether in the MCA Country or elsewhere, as the MCA Entity may</p> |

approve.

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| 8. Authority of Member in Charge | 8.1 | In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations toward the MCA Entity under this Contract, including without limitation the receiving of instructions and payments from the MCA Entity. |
| 9. Authorized Representatives | 9.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the MCA Entity or the Consultant may be taken or executed by the officials specified in the SCC . |
| 10. Description and Approval of Personnel; Adjustments; Approval of Additional Work | 10.1 | The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Professional Personnel are described in Annex D. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in Annex D are hereby approved by the MCA Entity. |
| | 10.2 | GCC Sub-Clause 38.1 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the MCA Entity for review and approval a copy of their Curricula Vitae (CVs). |
| | 10.3 | Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Annex D may be made by the Consultant without the prior approval of the MCA Entity only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price. If so indicated in the SCC , the Consultant shall provide written notice to the MCA Entity of any such adjustments. Any other adjustments shall only be made with the MCA Entity's prior written approval. |
| | 10.4 | A Task Order, as specified in the SCC, shall be treated as Additional Services to this Contract and shall be incorporated into this Contract by reference, as it is that particular Task that has to be performed by the Consultant under the IDIQ Contract but details are as specified in that particular Task Order, always provided that the General Clauses stated herein are not modified or varied in any manner and in the case of a conflict |

between a Task Order on the one hand and the terms of the GCC or SCC on the other, the terms of the latter shall control.

- 10.5 If additional work is required beyond the scope of the Services specified in Annex A and in each individual Task Order signed, the estimated periods of engagement of Key Professional Personnel set forth in Annex D (and each individual Task Order signed) may be increased by agreement in writing between the MCA Entity and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC Sub-clauses 16.4, 16.5 and 17.4.

Ident Project Manager

- 10.6 **If required by the SCC**, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the MCA Country a resident project manager, acceptable to the MCA Entity, shall take charge of the performance of such Services.

**11. Working Hours,
Overtime, Leave, etc.**

- 11.1 The Consultant shall provide all personnel with documented information that is clear and understandable, regarding their rights under national labor and employment law and any applicable collective agreements, including their rights related to hours of work, wages, overtime, compensation, and benefits upon beginning the working relationship and when any material changes occur.

- 11.2 Working hours and holidays for Key Professional Personnel are set forth in Annex D. To account for travel time, foreign Personnel carrying out Services inside the MCA Country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the MCA Country as is specified in Annex D.

- 11.3 The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in Annex D, and except as specified in Annex D, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Annex D. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

**Engagement of Staff and
Labor**

- 11.4 The Consultant shall adopt and implement human resources policies and procedures appropriate to its size and workforce that set out its approach to managing the Personnel. At a minimum, the Consultant shall provide all Personnel with documented information that is clear and understandable regarding their rights

under all the Applicable Laws regarding labor and any applicable collective agreements, including their rights related to their employment, health, safety, welfare, immigration and emigration upon beginning the working relationship and when any material changes occur.

11.5 The Consultant shall adopt recruitment, hiring and retention practices that support the employment of women and staff from diverse backgrounds.

11.6 The Consultant shall ensure that the employment terms and conditions of migrant workers are not influenced by their migrant status.

Facilities for Staff and Labor

11.7 The Consultant shall be responsible for monitoring compliance of Sub-consultants to the labor and working conditions outlined in the IFC Performance Standards in force from time to time.

11.8 Where accommodation or welfare facilities are provided to Personnel, the Consultant shall put in place and implement policies on the quality and management of such accommodation and the provision of such welfare facilities (including as regards minimum space, supply of water, adequate sewage and garbage disposal systems, appropriate protection against heat, cold, damp, noise, fire and disease carrying animals, adequate sanitary and washing facilities, separate breastfeeding/pumping facilities, ventilation, cooking and storage facilities and natural and artificial lighting, and all reasonable precautions to maintain the health and safety of the Personnel). The accommodation and welfare facilities shall be provided in a manner consistent with the principles of non-discrimination and equal opportunity. Accommodation arrangements shall not restrict freedom of movement or of association, save that separate facilities should be provided for men and women. Sanitary and washing facilities should be provided in a manner that allows individuals' privacy and safety. Additional summary guidance may be found here: <https://www.mcc.gov/resources/doc/guidance-accommodation-welfare-staff-and-labor>

12. Removal and/or Replacement of Personnel

12.1 Except as the MCA Entity may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-Clause 38.1(a), provide as a replacement a person of equivalent or better qualifications.

12.2 If the MCA Entity (a) finds that any of the Personnel has committed serious misconduct or has been charged with having

committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the MCA Entity's written request specifying the grounds therefore and subject to GCC Sub-Clause 38.1(a), provide as a replacement a person with qualifications and experience acceptable to the MCA Entity.

- 12.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- 12.4 The Consultant shall provide a grievance mechanism for Personnel including Sub-consultant staff if a separate Sub-consultant grievance mechanism does not exist, to raise workplace concerns. The Consultant shall inform the workers of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.

13. Settlement of Disputes

Amicable Settlement

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

Dispute Resolution

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

14. Commissions and Fees

- 14.1 The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency,

and the purpose of the commission or fee.

15. Entire Agreement

15.1 This Contract contains all of the covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.

16. Commencement, Completion and Modification of Contract

Contract Entry into Force

16.1 This Contract shall come into full force, and be legally binding on the Parties in all respects, on the date this Contract is signed by the Parties or such other date as may be **stated in the SCC**.

Effective Date and Commencement of Services

16.2 The Consultant shall commence the Services on the date **specified in the SCC**, which shall be defined as the “Effective Date.”

Expiration of Contract

16.3 Unless terminated earlier pursuant to GCC Clause 20, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC**.

Modifications or Variations

16.4 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-Clause 50.1, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

Substantial Modification

16.5 In cases of any of the below, the prior written consent of MCC is required:

- (a) the Contract value of a Contract that did not require approval under an MCC policy is raised to a value that would require approval
- (b) the original Contract duration is extended by 25% or more, or
- (c) the original value of the Contract is increased by ten percent (10%) or 1 million US Dollars or more (whichever may apply); once the 10% Contract (or 1 million US Dollars) threshold for modifications or change orders has been reached for a Contract, any subsequent Contract modification or change order that individually or collectively exceed 3% of the original Contract value will also require MCC approval.

17. Payments to the

Consultant

Contract Price	17.1	Except as provided in GCC Sub-Clause 17.5, the total payment due to the Consultant shall not exceed the Contract Price set forth in the SCC (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive fixed-price covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC Sub-Clauses 10.4, 46.2 and 48.2) if the Parties have agreed to additional payments in accordance with GCC Sub-Clauses 16.4, 16.5 and 17.4.
Currency of Payment	17.2	Payments shall be made in US Dollars, or the Local Currency, or, if justified for sound business reasons and approved by the MCA Entity, a combination of the two currencies.
Terms, Conditions and Mode of Billing and Payment	17.3	Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC 17.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the MCA Entity specifying the amount. In all cases, invoices shall be delivered to the MCA Entity no later than thirty (30) days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the MCA Entity. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the MCA Entity of a valid and proper invoice or the date of the MCA Entity's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by the MCA Entity.
Payment for Additional Services	17.4	For the purposes of determining the remuneration due for additional Services as may be granted under GCC Sub-Clause 16.4, a breakdown of the Contract Price is provided in Annexes E and F.
Interest on Delayed Payments	17.5	If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC Sub-Clause 17.3, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC .
18. Taxes and Duties	(a)	[This GCC Clause 18(a) may need to be modified to address unique tax arrangements in some countries. In situations in which a potential issue exists, the relevant MCC OGC

attorney is to be consulted before finalizing a form of Contract based on this Request for Proposals] Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at **[insert web link]**, the Consultant, the Sub-Consultants, and their respective Personnel may be subject to certain Taxes on amounts payable by the MCA Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant, each Sub-Consultant and their respective Personnel shall pay all Taxes levied under Applicable Law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, any Sub-Consultant or their respective Personnel, the Contract Price shall not be adjusted to account for such Taxes.

- (b) The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of the MCA Country in importing property into the MCA Country.
- (c) If the Consultant, the Sub-Consultants or any of their respective Personnel, or their eligible dependents, do not withdraw, but dispose of any property in the MCA Country upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into the MCA Country.
- (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 18.
- (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- (f) The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the Sub-Consultants, and their respective Personnel the exemptions from taxation

applicable to such persons or entities, in accordance with the terms of the Compact or related agreements. If the MCA Entity fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract in accordance with GCC Sub-Clause 20.2(d).

19. Suspension

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

20. Termination

By the MCA Entity

- 20.1 Without prejudice to any other remedies that may be available to it for breach of this Contract, the MCA Entity may, upon written notice to the Consultant, terminate this Contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (i) of this GCC Sub-Clause 20.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this GCC Sub-Clause 20.1, the MCA Entity may suspend this Contract.
- (a) If the Consultant, in the judgment of the MCA Entity or MCC, fails to perform its obligations relating to the use of funds set out in Annex B. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any and all funds so misused within a maximum of thirty (30) days after termination.
 - (b) If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in GCC Sub-Clause 20.1(a) of this Contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the MCA Entity. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the MCA Entity) or on such later date as may be specified by the MCA Entity.
 - (c) If the Consultant (or any Member or Sub-Consultant) becomes insolvent or bankrupt, and/or fails to exist or is

dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the MCA Entity in such notice of termination.

- (d) If the Consultant (or any Member or Sub-Consultant), in the judgment of the MCA Entity has engaged in coercive, collusive, corrupt, prohibited, obstructive or fraudulent practices in competing for or in the performance of this Contract or another MCC funded contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- (e) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.
- (f) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.
- (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 13. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.
- (h) If the Compact expires, is suspended or terminates in whole or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Sub-Clause 20.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.
- (i) If an event has occurred that would be grounds for suspension or termination under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in

accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Sub-Clause 20.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.

By the Consultant

20.2 The Consultant may terminate this Contract, upon written notice to the MCA Entity in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-Clause 20.2.

- (a) If the MCA Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 13 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA Entity to the Consultant within such thirty (30) days.
- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (c) If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 13. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the MCA Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance with GCC Sub-Clauses 20.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Sub-Clauses 20.1(h) or (i) during the period of the suspension. Termination under this provision shall become

effective upon the expiration of thirty (30) days after delivery of the notice of termination.

21. Payment Upon Termination

21.1 Upon termination of this Contract pursuant to GCC Sub-Clauses 20.1 or 20.2, the MCA Entity shall make, or cause to be made, the following payments to the Consultant:

- (a) payment pursuant to GCC Clause 17 for Services satisfactorily performed prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of GCC Sub-Clause 20.1, reimbursement of any reasonable cost (as determined by the MCA Entity or MCC) incidental to the prompt and orderly termination of this Contract; provided, that in the case of suspension of this Contract pursuant to GCC Sub-Clauses 20.1 (h) or (i), the Consultant has complied with its obligation to mitigate in accordance with such clauses.

Disputes about Events of Termination

21.2 If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of GCC Sub-Clause 20.1 or paragraphs (a) through (d) of GCC Sub-Clause 20.2 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC Clause 13, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Cessation of Rights and Obligations

21.3 Upon termination of this Contract pursuant to GCC Clause 20, or upon expiration of this Contract pursuant to GCC Sub-Clause 16.3, all rights and obligations of the Parties under this Contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC Clause 33, (c) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Clause 37 and Annex B and (d) any right or obligation which a Party may have under the Applicable Law.

Cessation of Services

21.4 Upon termination of this Contract by notice of either Party to the other pursuant to GCC Sub-Clauses 20.1 or 20.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the MCA Entity, the Consultant shall

proceed as provided, respectively, by GCC Clauses 34 or 41.

22. Force Majeure

Definition

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

No Breach of Contract

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

Measures to be Taken

22.3 Subject to GCC Sub-Clause 22.6, a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.

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

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

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

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

22.7 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 13.

**23. Required Provisions;
Flow Through Provisions**

- 23.1 For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Annex B reflect certain obligations of the Government and the MCA Entity under the terms of the Compact and related documents that are also required to be transferred onto any Consultant, Sub-Consultant or Associate who partakes in procurements or contracts in which MCC Funding is involved and that, as with other clauses of this Contract, the provisions of Annex B are binding obligations under this Contract.
- 23.2 In any subcontract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in Annex B in any agreement related to such subcontract or sub-award.

**24. Fraud and Corruption
Requirements**

- 24.1 MCC requires that the MCA Entity and any other beneficiaries of MCC Funding, including any bidders, suppliers, contractors, Sub-Consultants and Consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.

MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations ("MCC's AFC Policy") is applicable to all procurements and contracts involving MCC Funding and can be found on the MCC website. MCC's AFC Policy requires that companies and entities receiving MCC funds acknowledge notice of MCC's AFC Policy and certify that they have acceptable commitments and procedures in place to address the potential for fraud and corruption.

Any entity receiving an award (including, but not limited to, both contracts and grants) of MCC Funding of over \$500,000 will be required to certify that they will adopt and implement a code of

business ethics and conduct within ninety (90) days of Contract award. Such entity will also include the substance of this clause in subcontracts that have a value in excess of \$500,000. Information regarding the establishment of business ethics and conduct programs can be obtained from numerous sources, including but not limited to:

<http://www.oecd.org/corruption/Anti-CorruptionEthicsComplianceHandbook.pdf>;

<http://cctrends.cipe.org/anti-corruption-compliance-guide/>

- (a) For purposes of the Contract, the terms set forth below are defined as follows, and sometimes referred to collectively in this document as “Fraud and Corruption”:
- (vi) “**coercion**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence improperly the actions of a party in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including such actions taken in connection with a procurement process or the execution of a contract;
- “**collusion**” means a tacit or explicit agreement between two or more parties to engage in coercion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or a prohibited practice, including any such agreement designed to fix, stabilize, or manipulate prices or to otherwise deprive the MCA Entity of the benefits of free and open competition;
- “**corruption**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official, MCA Entity staff, MCC staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with MCC Funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract;
- “**fraud**” means any act or omission, including any misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation;

“obstruction of investigation into allegations of fraud or corruption” means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC funding: (a) that results in the deliberate destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of coercion, corruption, fraud, or a prohibited practice; or (b) that threatens, harasses, or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; or (c) that is intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC and/or the Office of the Inspector General (OIG) responsible for MCC provided under the Compact, Threshold Program agreement, or related agreements.

“prohibited practice” means any action that violates Section E (Compliance with Anti-Corruption Legislation), Section F (Compliance with Anti-Money Laundering Legislation), and Section G (Compliance with Terrorist Financing Legislation and Other Restrictions) set forth in Annex B (Additional Provisions) to this Contract.

- (b) MCC may cancel any portion or all of the MCC Funding allocated to the Contract if it determines at any time that representatives of the MCA Entity, the Consultant or any other beneficiary of the MCC Funding were engaged in any coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices during the selection process or the performance of the Contract, or another MCC-funded contract, without the MCA Entity, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.
- (c) MCC and the MCA Entity may pursue sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract if at any time either MCC or the MCA Entity determines that the contractor has, directly or through an agent, engaged in any coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in performance of, the Contract or another MCC-funded contract.
- (d) If the MCA Entity or MCC determines that the Consultant, any subcontractor, any of the Consultant’s Personnel, or any agent or affiliate of any of them has, directly or indirectly, engaged in coercive, collusive,

corrupt, fraudulent, obstructive or prohibited practices, in competing for or in the performance of the Contract, then the MCA Entity or MCC may, by notice, immediately terminate the Contract, and the provisions of GCC Sub-Clause 20.1 shall apply.

- (e) Should any of the Consultant's Personnel be determined to have engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices during the competition for or execution of the Contract, but the MCA Entity or MCC determines not to terminate the Contract in accordance with the immediately preceding sub-paragraph, then the relevant Consultant's Personnel shall be removed in accordance with GCC Clause 12.

25. Combatting Trafficking in Persons

25.1 MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to Trafficking in Persons ("TIP") through its Counter-Trafficking in Persons Policy.⁶ In pursuance of this policy:

- (a) **Defined Terms.** For purposes of the application and interpretation of this Sub-Clause:

(i) The terms "coercion," "commercial sex act," "debt bondage," "employee," "forced labor," "fraud," "involuntary servitude," and "sex trafficking" have the meanings given such terms in the MCC Counter-Trafficking in Persons Policy ("MCC C-TIP Policy") and such definitions are incorporated by reference into this Sub-Clause; and

(ii) "Trafficking in Persons" means (A) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (B) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- (b) **Prohibition.** Contractors, subcontractors, Consultants, Sub-Consultants and any of their respective Personnel shall not engage in any form of Trafficking in Persons during the period of performance of any contract funded, in whole or in part, with MCC funding and must also comply with those prohibitions described in U.S. laws and Executive Orders regarding TIP, including using misleading recruitment practices; charging employees recruitment fees; or

⁶ <https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy>

destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity documents.

(c) Consultant Requirements.

(i) Each contractor, subcontractor, Consultant or Sub-Consultant shall:

- a. notify its employees of the MCC C-TIP Policy and of the actions that will be taken against Personnel for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- b. take appropriate action, up to and including termination, against Personnel or subcontractors or Sub-Consultants that violate the prohibitions set out in this policy.

(ii) Each Consultant shall:

- a. certify that it is not engaged in, facilitating, or allowing any activities constituting Trafficking in Persons, or related activities also prohibited under this policy, for the duration of the Contract;
- b. provide assurances that activities constituting Trafficking in Persons, or related activities also prohibited under this policy, will not be tolerated on the part of its Personnel, subcontractors or Sub-Consultants (as the case may be), or their respective employees; and
- c. acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

(iii) A bidder, supplier, contractor, subcontractor, Consultant or Sub-Consultant shall inform the MCA Entity immediately of:

- a. any information it receives from any source (including law enforcement) that alleges its Personnel, subcontractor, Sub-Consultant, or the employee of a subcontractor or Sub-Consultant, has engaged in conduct that violates this policy; and
- b. any actions taken against any Personnel, subcontractor, subcontractor/consultant, or the employee of a subcontractor or Sub-Consultant, pursuant to these requirements.

(d) Remedies. Once the incident has been confirmed and depending on the severity of each case, the MCA Entity will apply remedies, which could include any, all, or any combination of the following:

- (i) the MCA Entity requiring the Consultant to remove the involved Personnel, Sub-Consultant or any of its involved Personnel, or any involved agent or affiliate;
- (ii) the MCA Entity requiring the termination of a subcontract or sub-award;
- (iii) suspension of Contract payments until the breach is remedied to the satisfaction of the MCA Entity;
- (iv) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the MCA Entity determined non-compliance;
- (v) the MCA Entity pursuing sanctions against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract;
- (vi) termination of the Contract by the MCA Entity for default or cause in accordance with the termination clause of the Contract; and
- (vii) the MCA Entity directing the Consultant to provide reasonable financial support or restitution to the victim(s) of any such incident, in each case in accordance with the Consultant's applicable TIP risk management plan, and/or based on a final judicial or administrative determination issued pursuant to Applicable Law or the findings of an investigation conducted (directly or through a third party) by the MCA Entity.

26. Gender and Social Inclusion

- 26.1 26.1. The Consultant shall ensure that its activities under the Contract comply with the MCC Gender Policy and the MCA Entity's Social and Gender Integration Plan, as relevant to the activities performed under this Contract. The MCC Gender Policy requires that activities funded by MCC specifically address social and gender inequalities to ensure opportunities for the participation and benefit of women and vulnerable groups, as well as to ensure that its activities do not cause significant negative social and gender impacts. MCC also requires equitable opportunities for women and other disadvantaged groups to participate in and benefit from MCC funded activities, including in project-related employment.

26.2

27. Prohibition of Harmful Child Labor

27.1 The Consultant shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. The Consultant will identify the presence of all persons under the age of eighteen (18). Where national laws have provisions for the employment of minors, the Consultant will follow Applicable Law. Children under the age of eighteen (18) will not be employed in hazardous work. All work of persons under the age of eighteen (18) will be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work.

28. Prohibition of Sexual Harassment

28.1 28.1. The Consultant, including all Sub-Consultants and any Personnel, shall prohibit, and refrain from, sexual harassment behaviors directed at Compact beneficiaries, partners, stakeholders, MCA Entity employees, MCA Entity consultants, MCC personnel, or MCC consultants. Examples of sexual harassment include, but are not limited to, the following behaviors: unwelcome sexual advances; requests for sexual favors; verbal or physical harassment of a sexual nature; or offensive remarks about a person's sex, sexual orientation or non-conformity with gender stereotypes. The Consultant shall put in place an incident referral and reporting plan with respect to the provision of the Services to support a safe and respectful work environment, in form and substance satisfactory to the MCA Entity and MCC. The Consultant shall be responsible for ensuring that all Consultant and Sub-Consultant Personnel understand and operate in accordance the requirements of this Clause in order to assure a safe, respectful, and harassment free work environment. The MCA Entity may investigate (either directly or through a third party) allegations of sexual harassment as it determines appropriate. The Consultant shall fully cooperate with any investigation conducted by the MCA Entity regarding breach of this provision. The Consultant will ensure that any incident of sexual harassment investigated by the MCA Entity has been resolved to the MCA Entity and MCC's satisfaction.

29. Non-Discrimination and Equal Opportunity

29.1 The MCA Entity adheres to the principle of equal opportunity and fair treatment in its employment practices. The MCA Entity expects that the Consultant shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. Personal characteristics include sex, race, nationality, ethnic, social and indigenous origin, religion or belief, disability, age, sexual orientation, and gender identity. The MCA

Entity expects that the Consultant shall base its employment decisions on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

30. Standard of Performance

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

Law Governing Services

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

31. Conflict of Interests

31.1 The Consultant shall hold the MCA Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

31.2 The payment of the Consultant pursuant to GCC Clause 17 shall constitute the Consultant's only payment in connection with this Contract and, subject to GCC Clause 32.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under this Contract, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

31.3 Furthermore, if the Consultant, as part of the Services, has the

responsibility of advising the MCA Entity on the procurement of goods, works or services, the Consultant shall comply with the “MCC Program Procurement Guidelines” from time to time in effect as posted on the MCC website at www.mcc.gov/ppg and shall at all times exercise such responsibility in the best interest of the MCA Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the MCA Entity.

Consultant and Affiliates Not to Engage in Certain Activities

31.4 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.

Prohibition of Conflicting Activities

31.5 The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

32. Confidential Information; Rights of Use

32.1 Except with the prior written consent of the MCA Entity, or as may be required to comply with Applicable Law, the Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services.

32.2 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA Entity, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the MCA Entity in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

32.3 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA Entity, make use of any

document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract.

32.4 Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of the MCA Entity and shall be returned (including, except as provided in GCC Clause 34, all the copies) to the MCA Entity on completion of the Consultant's performance under this Contract.

33. Documents Prepared by the Consultant to be the Property of the MCA Entity

33.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of the MCA Entity, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof in accordance with this GCC Sub-Clause 34.1 and Sub-Clause 33.4, and in format and substance specifically required in the Terms of Reference. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the MCA Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development or use of any such computer programs, the Consultant shall obtain the MCA Entity's prior written approval to such agreements, and the MCA Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

34. Liability of the Consultant

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

35. Insurance to be taken out by the Consultant

35.1 The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the MCA Entity, insurance against the risks, and for the coverage specified in the SCC and in Annex B, and (b) at the MCA Entity's request, shall provide evidence to the MCA Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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| <p>36. Accounting, Inspection and Auditing</p> | <p>36.1 The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of Annex B and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the basis thereof, together with a detailed inventory thereof.</p> |
| <p>Reporting Obligations</p> | <p>36.2 The Consultant shall maintain such books and records and submit to the MCA Entity the reports, documents and other information specified in Annexes B and C, in the form, in the numbers and within the time periods set forth in such Annexes. The Consultant shall submit to the MCA Entity such other reports, documents and information as may be requested by the MCA Entity from time to time. Final reports shall be delivered in an electronic form specified by the MCA Entity in addition to the hard copies specified in Annexes B and C. The Consultant consents to the MCA Entity's sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with MCC and the Government.</p> |
| <p>37. Consultant's Actions Requiring the MCA Entity's Prior Approval</p> | <p>37.1 In addition to any modification or variation of the terms and conditions of this Contract pursuant to GCC Sub-Clause 16.4, the Consultant shall obtain the MCA Entity's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) any change or addition to the Personnel listed in Annex D; (b) entering into a subcontract with a Sub-Consultant for the performance of any part of the Services; and (c) any other action that may be specified in the SCC. |
| <p>38. Obligations with Respect to Subcontracts</p> | <p>38.1 Notwithstanding the MCA Entity's approval for the Consultant to enter into a subcontract pursuant to GCC Clause 38, the Consultant shall retain sole and full responsibility for the Services and all payments due to subcontractors thereof. In the event that any Sub-Consultants are found by the MCA Entity to be incompetent or incapable in discharging assigned duties, the MCA Entity may require that the Consultant provide a replacement, with qualifications and experience acceptable to the MCA Entity, or to resume the performance of the Services itself.</p> |
| <p>39. Use of Funds</p> | <p>39.1 The Consultant shall ensure that its activities do not violate provisions relating to use of funds and the prohibition of activities likely to cause a significant environmental, health or</p> |

safety hazard, as set out in Annex B. Environmental, health, and safety hazards are defined in Appendix A of the MCC Environmental Guidelines available at www.mcc.gov.

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| <p>40. Equipment, Vehicles and Materials Furnished by the MCA Entity</p> | <p>40.1 Equipment, vehicles and materials made available to the Consultant by the MCA Entity, or purchased by the Consultant wholly or partly with funds provided by the MCA Entity, shall be the property of the MCA Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the MCA Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the MCA Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the MCA Entity in writing, shall insure them in an amount equal to their full replacement value.</p> |
| <p>41. Equipment and Materials Provided by the Consultant</p> | <p>41.1 Equipment, vehicles or materials brought into the MCA Country by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by the MCA Entity, and used either for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable.</p> |
| <p>42. Assistance and Exemptions</p> | <p>42.1 Unless otherwise specified in the SCC, the MCA Entity shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services. (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents. (d) To the extent permitted by Applicable Law, exempt the Consultant, Sub-Consultants and their Personnel employed for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity. |

- (e) Grant to the Consultant, Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into the MCA Country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

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| <p>43. Access to Land</p> | <p>43.1 The MCA Entity warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in the MCA Country in respect of which access is required for the performance of the Services. The MCA Entity will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or Sub-Consultants or their Personnel.</p> |
| <p>44. Change in the Applicable Law Related to Taxes and Duties</p> | <p>44.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of GCC Sub-Clause 18(e) shall be applicable in such a situation.</p> |
| <p>45. Services, Facilities and Property of the MCA Entity</p> | <p>45.1 The MCA Entity shall make available to the Consultant and the Personnel, for the purposes of performing the Services and free of any charge, the services, facilities and property described in Annex G at the times and in the manner specified in Annex G.</p> <p>45.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Annex G, the Parties shall agree on (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub-Clause 17.1.</p> |
| <p>46. Payment</p> | <p>46.1 In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make to the Consultant payments in the manner provided in GCC Clause 17.</p> |

- 47. Counterpart Personnel**
- 47.1 The MCA Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the MCA Entity with the Consultant's advice, if specified in Annex G.
- 47.2 If counterpart personnel are not provided by the MCA Entity to the Consultant as and when specified in Annex G, the MCA Entity and the Consultant shall agree on (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the MCA Entity to the Consultant as a result thereof pursuant to GCC Sub-Clause 17.1.
- 47.3 Professional and support counterpart personnel, excluding the MCA Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the MCA Entity shall not unreasonably refuse to act upon such request.
- 48. Good Faith**
- 48.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 49. Operation of the Contract**
- 49.1. The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.
- 50. Contractor Past Performance System**
- 50.1 The Consultant acknowledges that during the performance of the Contract the Employer shall maintain a performance record of the Consultant in accordance with MCC's Contractor Past Performance Reporting System, as described on MCC's website. The Consultant shall provide timely information or input to, and otherwise respond to requests for input or information

II. SPECIAL CONDITIONS OF CONTRACT

Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract	
GCC 1.1	<p>(a) “Applicable Law” means the laws and any other instruments having the force of law in Mongolia, as they may be issued and in force from time to time.</p> <p>(m) “Local Currency” means Mongolian Tugrik (MNT).</p> <p>(n) “MCA Country” means the country of Mongolia.</p> <p>(aa) “Task Order” and/or “TO” means Task Order issued under this IDIQ Contract</p>
GCC 3.1	This Contract shall be executed in English language .
GCC 4.1	<p>The addresses for serving notices under this Contract are:</p> <p><u>For the MCA Entity:</u></p> <p>Millennium Challenge Account - Mongolia Att.: MCA-Mongolia Chief Executive Officer <u>Address:</u> Millennium Challenge Account-Mongolia 5th floor, MPM Complex, UNESCO Street 28, Sukhbaatar District Ulaanbaatar-14220, Mongolia <u>Email:</u></p> <p><u>For the Consultant:</u></p>
GCC 8.1	<p>The Member in charge is [insert name of member]</p> <p><i>[Note: If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 9.1 should be inserted here. If the Consultant consists only of one entity, this SCC 8.1 should be deleted from the SCC.]</i></p>
GCC 9.1	<p>The Authorized Representatives are:</p> <p><u>For the MCA Entity:</u></p> <p>Millennium Challenge Account - Mongolia Att.: MCA-Mongolia Chief Executive Officer <u>Address:</u> Millennium Challenge Account-Mongolia 5th floor, MPM Complex, UNESCO Street 28, Sukhbaatar District Ulaanbaatar-14220, Mongolia <u>Email:</u></p>

	<u>For the Consultant:</u>
GCC 10.3	Written notification to the MCA-Mongolia of adjustments is required.
GCC 10.4	<p>Indefinite Delivery/Indefinite Quantity (IDIQ) for Consulting Services:</p> <ul style="list-style-type: none"> (a) This is an IDIQ contract for Procurement of Public Relations Agency Services. (b) Performance of specific tasks shall be authorized by a Task Order (TO) issued in accordance with the Task Order Request Procedure, found in Annex K. (c) There is no limit on the number of TO's that may be issued to IDIQ Consultant. MCA-Entity may issue TO's requiring performance at multiple locations, both concurrently and/or sequentially. (d) A TO will be issued by MCA-Mongolia's Procurement Director; each TO will bear a specific TO Number which must be cited on each invoice for payment associated with services delivered under that TO. It is the Consultant's responsibility to ensure that a proper invoice in accordance with this contract is submitted for each payment requested under a TO. (e) Any TO issued pursuant to this contract shall be fixed-price for labour, based on fully loaded labour rates fixed in this IDIQ Contract; (f) A TO will clearly describe all services to be performed so that the full price for the performance of the services can be established when the TO is placed. Only MCA-Mongolia's Procurement Director may modify the IDIQ Contract to change the scope or period of the contract or Task Orders. (g) No separate payment will be made to the consultant for the cost to prepare, submit and/or negotiate a Task Order request. (i) The Consultant shall not commence work or undertake travel until authorized to do so by MCA-Mongolia pursuant to a Task Order;
GCC 10.5	A resident project manager [shall] [shall not] be required for the duration of this Contract.
GCC 13.2	<p>All disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ul style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the

	<p>Singapore International Arbitration Centre for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Singapore International Arbitration Centre shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the MCA Entity and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Singapore International Arbitration Centre.</p> <p>(c) If, in a dispute subject to SCC Sub-clause 13.2.1(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Singapore International Arbitration Centre to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Sub-clause SCC 13.2.1 shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their Members' or</p>
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	<p>Parties’] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant’s [or of any Members’ or Parties’] shareholders; or</p> <p>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</p> <p>5. <u>Costs</u>. Upon the occurrence of a dispute, the Parties shall agree on the allocation of the costs associated with any settlement efforts before arbitration or associated with arbitration. Where the Parties fail to agree on the allocation, the allocation shall be determined by the arbitrator.</p> <p>6. <u>Miscellaneous</u>. In any arbitration proceeding under this Contract:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Singapore;</p> <p>(d) the English language shall be the official language for all purposes; and</p> <p>(a) the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
	<p>7. <u>MCC Right to Observe</u>. MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.</p>
GCC 16.1	<p>This IDIQ Contract shall enter into force on the date of signing of the IDIQ Contract by both parties.</p> <p>The term of the Contract includes a Base Contract to cover the Base Period of approximately three (3) months ending March 31, 2024; Option Period I to cover the twelve (12) months ending March 31, 2025; an Option Period II to cover the twelve (12) months ending March 31, 2026.</p> <p>The Base Period must begin on the date of signing of the contract by both parties.</p> <p>The MCA-Mongolia will notify Consultant in writing of its intent to exercise each Option Period at least thirty (30) days prior to an Option Period. The</p>

	MCA-Mongolia shall determine in its sole discretion whether to exercise an Option Period or not.
GCC 16.2	The Effective Date shall be the date of signing of the IDIQ Contract by both parties
GCC 16.3	The Contract shall expire on [March 31, 2026] .
GCC 17.1	<p>The total ceiling amount of the IDIQ Contract for the Base and all Option Periods is XXXXX [US Dollars] (the “Contract Price”), which will be paid through the issued Task Orders.</p> <p>The amount may be amended as provided under this IDIQ Contract.</p> <p>The accounts are:</p> <p>For US Dollars: [insert account number]</p>
GCC 17.3	Payments for the deliverables shall be made according to the schedule of percentages of the amounts agreed upon by the parties and established by each Task Order issued.
GCC 17.5	<p>The interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website:</p> <p>http://www.federalreserve.gov/releases/h15/current/default.htm</p>
GCC 34.1	No additional restrictions
GCC 36.1	<p>The risks and the minimum coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) third party motor vehicle liability insurance in respect of motor vehicles operated in Mongolia by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of according to local standard (covered by local police in the event of usage of any motor vehicles, not as a general policy); (b) third party liability insurance, with a minimum coverage of USD 100’000; (c) professional liability insurance, with a minimum coverage of USD 100’000; (d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and <p>insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>

III. Contract Forms and Annexes

This Section contains the Notification of Award, Agreement, Forms and Annexes.

Notification of Award

[The Notification of Award shall be filled in and sent to the successful Consultant in accordance with ITC Clause 26.1]

[date]

To: [insert name and address of the Consultant]

Re: XXXXXXXXXXXXXXXXXXXXXXXX

RFP Ref: XXXXXXXXXXXXXXXXXXXX

Dear [insert name of consultant],

We wish to formally award the subject consulting services to you and invite you for negotiations on [insert date and time]. Negotiations will be held [in-person or online – choose as appropriate] at our [street or online - choose as appropriate] address below:

[insert Skype/Zoom/Webex or street address].

Please confirm the date and time work for you.

The agenda for negotiations and draft contract are both attached. Please formally confirm in writing (by email or letter) the availability of all key staff in your Proposal before the commencement of negotiations.

Signed:

In the capacity of:

[The Print Name]

CONTRACT AGREEMENT

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

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

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

RECITALS

WHEREAS,

- (a) The Millennium Challenge Corporation (“MCC”) and the Government of **Mongolia** (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in **Mongolia** on **July 27, 2018** (the “Compact”) in the amount of approximately **350 million US Dollars** (“MCC Funding”). The Government, acting through the MCA Entity, intends to apply a portion of the proceeds of MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (b) The MCA Entity has requested the Consultant to provide certain consulting Services as described in Annex A to this Contract; and
- (c) The Consultant, having represented to the MCA Entity that it has the required professional skills, and Personnel and technical resources, has agreed to provide such Services on the terms and conditions set forth in this Contract.

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

- (A) External Legal Counsel shall perform the services specified in Annex A, (Description of Services), which is made an integral part of this Contract (the “Services”).
- (B) External Legal Counsel shall provide the personnel listed in Annex B, (External Legal Counsel’s Personnel, Hourly Rates, and Costs), to perform the Services.

1. In consideration of the payments to be made by the MCA-Mongolia to the Consultant as set forth in this Contract, the Consultant hereby covenants with the MCA-Mongolia to

perform the Services in conformity in all respects with the provisions of this Contract and the signed Task Orders issued under this Contract.

2. Subject to the terms of this Contract and the signed Task Orders issued under this Contract, the MCA-Mongolia hereby covenants to pay the Consultant, in consideration of the performance of the Services, pursuant to the provisions of this Contract and the signed Task Order issued by MCA-Mongolia.

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

For **Millennium Challenge Account - Mongolia:**

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

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

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

For and on behalf of each of the Members of the Consultant

[Name of Member]

[Authorized Representative]

[Name of Member]

[Authorized Representative]

ANNEXES TO CONTRACT

Annex A: Description of Services

This Annex A shall incorporate by reference: the proposal dated **[insert date of awarded Proposal]** submitted by **[insert name of Consultant awarded the Contract]** in connection with the procurement for this Contract (the “Proposal”). In the event of any inconsistency between this Description of Services and the Proposal, the priority of interpretation shall be given to this Description of Services.

Annex B: Additional Provisions

The additional provisions of contract can be found on the MCC website:
<https://www.mcc.gov/resources/doc/annex-of-general-provisions>

NB: These provisions must be downloaded and attached to the Contract

Annex C: Reporting Requirements – NOT APPLICABLE

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

Annex D: Key Professional Personnel and Sub-Consultants

Note: List under:

- D-1 Titles **[and names, if already available]**, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in **[Country]**.
- D-2 Same as D-1 for foreign Key Professional Personnel to be assigned to work outside **[Country]**.
- D-3 List of approved Sub-Consultants (if already available) and same information with respect to their Personnel as in D-1 or D-2.
- D-4 Same information as D-1 for local Key Professional Personnel.
- D-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Clause 11 (if applicable)

**Annex E: PERSONNEL'S HOURLY RATES FOR BASE AND EACH
OPTION YEAR in US Dollars**

Note: List here the Fully loaded Hourly Rate of each Key Professional Personnel for Base and each Option Period, established based on the understanding that it includes remuneration of all the “Technical and Support” staff, international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit, and all other expenses affiliated with the performance of the services requested by the Terms of Reference of this IDIQ RFP.

Annex F: Breakdown of Contract Price in Local Currency – *Not Applicable*

Note: List here the fully loaded monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit, and including all other relevant expenditures – travel, office costs, etc.), used to arrive at the breakdown of the price - Local Currency portion (from Form FIN-4).

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

Annex G: Services and Facilities to be Provided by the MCA Entity

Note: List here the services, facilities and counterpart personnel to be made available to the Consultant by the MCA Entity.

Annex H: Compliance with Sanctions Certification Form

In satisfaction of Clause G of the Additional Provisions at Annex B of the Contract, this form is to be completed by the Consultant upon submission of the Proposal and, if selected, within 28 days of receipt of Letter of Acceptance and Contract Agreement, and subsequently thereafter on the last business day prior to the last day of each quarter (March 31, June 30, September 30, December 31) after the signature of an MCC-Funded Contract⁷, for the duration of the Contract.

The form is to be submitted to the MCA Procurement Agent at the time of Bid submission, and to the MCA Entity Fiscal Agent thereafter [*email addresses for MCA Entity Procurement and Fiscal Agents to be inserted here*] with a copy to MCC at: sanctionscompliance@mcc.gov.

For the avoidance of doubt, pursuant to the MCC Program Procurement Guidelines, reporting the provision of material support or resources (as defined below) to an individual or entity on the enumerated lists will not necessarily result in the disqualification of a Consultant or cancellation of the Contract. However, **failure** to report such provision, or any similar material misrepresentation, whether intentional or without due diligence, would be grounds for disqualifying the Consultant or canceling the Contract, and may subject such Consultant to criminal, civil, or administrative remedies as appropriate under U.S. law.

Instructions for completing this form are provided below.

Compliance with Sanctions Certification Form

Full Legal Name of Consultant: _____

Full Name and Number of Contract: _____

MCA Entity with which Contract Signed: _____

⁷ “MCC-Funded Contract” is defined as a contract signed by an MCA Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of MCC’s Program Procurement Guidelines, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding.

ALL CONSULTANTS TO CHECK THE APPLICABLE BOX BELOW:

☐ All eligibility verifications have been completed in accordance with Annex B “**Additional Provisions**”, Paragraph G “**Compliance with Terrorist Financing Legislation and Other Restrictions**”, and the Consultant hereby certifies as follows:

- No adverse or negative results were obtained from such eligibility verifications; and
- To the best of its current knowledge, the Consultant has not provided, at any time within the previous ten years or currently, any material support or resources (including without limitation, any MCC Funding⁸), directly or indirectly to, or knowingly permitted any funding (including without limitation any MCC Funding) to be transferred to, any individual, corporation or other entity that the Consultant knew, or had 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 on the enumerated lists described below (including the Consultant itself).

OR

☐ All eligibility verifications have been completed in accordance with Annex B “**Additional Provisions**”, Paragraph G “**Compliance with Terrorist Financing Legislation and Other Restrictions**”, and the Consultant hereby certifies that the following adverse or negative results were obtained from such eligibility verifications (information to be provided for each result in accordance with the instructions included with this form):

- Name of individual, corporation or other entity:
- Eligibility verification source(s) where listed ineligible:
- Position (if individual), or goods or services provided (if corporation or other entity):
- Estimated value of work performed as of certification date:
- A description of, and the circumstances under which such support was provided.

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed “fraud” for purposes of the ITC or Contract between the Consultant and the MCA Entity, the MCC Program Procurement Guidelines, and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

⁸ “MCC Funding” is defined as funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding

INSTRUCTIONS FOR COMPLETING THE COMPLIANCE WITH SANCTIONS CERTIFICATION FORM:

The Consultant shall perform the following procedures to verify the eligibility of firms, key personnel, subcontractors, vendors, suppliers, and grantees, in accordance with **Annex B “Additional Provisions”, Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”**, which is copied below for convenience.

Based on the results of these eligibility verifications, the Consultant shall provide the applicable certification in the attached certification form. Note that for the purposes of this certification, Consultants are only required to submit detailed back-up documentation about the eligibility verifications together with their certification form if the Consultant identifies adverse or negative results. If not, Consultants are free to mark the certification form accordingly and submit it to the appropriate recipient (although the Consultant must maintain records per the instructions below).

The Consultant shall verify that any individual, corporation, or other entity that has access to or is (or would be) a recipient of MCC Funding, including Consultant staff, consultants, sub-contractors, vendors, suppliers, and grantees, is not listed on any of the following (or, in the case of #8 below, is not a national of, or associated in, any country appearing on such list):

1. System for Award Management (SAM) Excluded Parties List - <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
2. World Bank Debarred List - <https://www.worldbank.org/debarr>
3. US Treasury, Office of Foreign Assets Control, Specially Designated Nationals (SDN) List - <https://sanctionssearch.ofac.treas.gov/>
4. US Department of Commerce, Bureau of Industry and Security, Denied Persons List - <https://www.bis.doc.gov/index.php/the-denied-persons-list>
5. US State Department, Directorate of Defense Trade Controls, AECA Debarred List - https://www.pmdtc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=c22d1833d5bb8d300d0a370131f9619f0
6. US State Department, Foreign Terrorist Organizations (FTO) List - <https://www.state.gov/foreign-terrorist-organizations/>
7. US State Department, Executive Order 13224 - <https://www.state.gov/executive-order-13224/>
8. US State Sponsors of Terrorism List - <https://www.state.gov/state-sponsors-of-terrorism/>

In addition to these lists, before providing any material support or resources to an individual or entity, the Consultant will also consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

Documentation of the process takes two forms. The Consultant should prepare a table listing each staff member, consultant, sub-contractor, vendor, supplier, and grantee working on the Contract, such as the form provided below.

Name	Date Checked							Eligible (Y/N)
	1	2	3	4	5	6	7	
	<i>SAM Excluded Parties List</i>	<i>World Bank Debarred List</i>	<i>SDN List</i>	<i>Denied Persons List</i>	<i>AECA Debarred List</i>	<i>FTO List</i>	<i>Executive Order 13224</i>	
Consultant (the firm itself)								
Staff Member #1								
Staff Member #2								
Consultant #1								
Consultant #2								
Sub-Contractor #1								
Sub-Contractor #2								
Vendor #1								
Supplier #1								
Grantee #1								

The Consultant should list the date on which the search was conducted using each eligibility verification source, and whether the staff member, consultant, sub-contractor, vendor, supplier, or grantee was determined to be eligible – that is, did not show up on any of the eligibility verification sources.

In addition, 1. SAM Excluded Parties List, 3. SDN List, and 5. AECA Debarred List are searchable databases that return a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility, the Consultant should print out and retain for each staff member, consultant, sub-contractor, vendor, supplier, or grantee the search results page for each eligibility verification source, which should read, “*Has Active Exclusion? No*” or “*No records found.*” (in the case of SAM Exclusion List), “*Your search has not returned any results.*” (in the case of SDN List), or “*No records in Statutorily Debarred Parties using that filter*” or “*No records in Admin Debarred Parties using that filter*” (in the case of AECA Debarred List). In the case of 2. World Bank Debarred List, Table 1: Debarred & Cross-Debarred Firms & Individuals will display a blank field that indicates no matching records have been found. For 4. Denied Persons List, 6. FTO List, and 7. Executive Order 13224, there is no searchable database provided, so the Consultant will review each static list and confirm it does

not name the firms or individuals identified in the table above.

If an adverse record(s) has/have been found for one or more individuals or entities, including for the Consultant itself, the Consultant must conduct additional research to determine whether the finding is a “false positive” (such as an individual whose name matches the name of an individual listed on a sanctions list, but is a different person). If it is a false positive, the Consultant will mark the staff member, consultant, sub-contractor, vendor, supplier, or grantee as eligible, and retain the research confirming that eligibility.

If, any of the Consultant’s personnel, consultants, sub-contractors, vendors, suppliers, or grantees are found to be ineligible at this stage, the MCA Entity will determine whether it is possible under the circumstances to allow the Consultant to make a substitution. This determination will be made on a case by case basis and will require approval by MCC regardless of the estimated value of the proposed contract.

In addition, in accordance with MCC Program Procurement Guidelines P1.A.1.9(d), the Consultant must ensure that MCC Funding is not used for goods or services from a country, or from a firm that is organized in or has its principal place of business or a significant portion of its operations in a country, that is subject to country-based sanctions or other restrictions under the law of the United States, including U.S. designated State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>).

All of these documents must be retained by the Consultant as part of the overall record of the Contract with the MCA Entity for the duration of the Contract, and for the further period after the Contract expiration that is required for document retention under the Contract (typically five years after the expiration date of the Compact Program or Threshold Program). Access to these documents must be provided to the MCA Entity, MCC, or their designees in accordance with the access provisions of the Contract, and to the USAID Office of Inspector General (responsible for oversight of MCC operations), upon request.

Annex B “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”

1. The Contract Party, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources (as defined below) directly or indirectly to, or knowingly permit any funding (including without limitation MCC Funding) to be transferred to, any individual, corporation or other entity that such Party 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, (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, or (iv) on such other list as the MCA Entity may request from time to time.

For purposes of this provision:

- a) “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.
- b) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
 - c) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge
2. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, 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. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 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 the Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party 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. The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.
3. Other restrictions on the Contract Party shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or the MCA Entity, 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 Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.

Annex I: Self-Certification Form for Consultants/Contractors/Suppliers

The below self-certification form should be signed by the Consultant as part of the Contract. This self-certification declares that the Consultant will only procure goods and materials essential for the Contract from suppliers that are free of forced and child labor and provide their direct workers with a safe and hygienic workplace.

As stipulated in the Contract, the Consultant must comply with the International Finance Corporation's *Performance Standards on Environmental and Social Sustainability* regarding labor standards and protections. In turn, the Consultant must ensure that their primary suppliers, i.e., any person or legal entity who provides goods or materials essential for the Contract, do not use forced and child labor in the production of such goods and materials, and provide the Consultant's direct workers with a safe and hygienic workplace.

In acknowledgement of my understanding, I certify that with respect to this contract:

- € I understand the requirements in the contract with the MCA-[Name of Country].
- € [Name of Consultant] will ensure that all operations undertaken are done in accordance with the IFC Performance Standards, as described in the Contract.
- € [Name of Consultant] does not and will not use forced or child labor, and provides workers with a safe and hygienic workplace.
- € [Name of Consultant] does not and will not procure material or goods from suppliers that employ forced or child labor.
- € [Name of Consultant] will only procure material or goods from suppliers that provide a safe and hygienic working place for all laborers.
- € [Name of Consultant] is committed to equal opportunity and non-discrimination in workplace practices, and to a respectful workplace that is free from sexual-harassment.
- € [Name of Consultant] has a system in place to monitor our suppliers, identify any new and emerging risks. This system also allows [Name of Consultant] to effectively remedy any risks.
- € Where remedy is not possible for any new risks or incidents, [Name of Consultant] commits to severing ties with these suppliers.

Record any exceptions to the above here:

*I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT IN ALL MATERIAL RESPECTS AND UNDERSTAND THAT ANY MATERIAL MISSTATEMENT, MISREPRESENTATION OR FAILURE TO PROVIDE THE INFORMATION REQUESTED IN THIS CERTIFICATION MAY BE DEEMED "FRAUD" FOR PURPOSES OF THE CONTRACT. I CONFIRM THAT I DULY REPRESENT **[NAME OF CONSULTANT]** AND HAVE THE LEGAL AUTHORITY TO SIGN.*

Authorized Signature: _____ Date: _____

Printed Name of Signatory:

Annex J: Code of Business Ethics and Conduct Certification Form

In satisfaction of Clause 24.1 of the General Conditions of Contract, this form is to be completed by the Consultant and submitted for any MCC-Funded Contract⁹ with a value in excess of \$500,000. This form is to be completed by the Consultant and submitted together with the signed Contract Agreement.

If the original certification, submitted along with the signed Contract Agreement, is that the Consultant “has adopted and implemented,” then further submissions will not be required, except as applicable for subcontracts. If the original certification is that the Consultant “will adopt and implement,” then a subsequent submission will be required when the Consultant “has adopted and implemented.”

The form is to be submitted to the MCA Entity Procurement Agent [email address for MCA Entity Procurement Agent to be inserted here], together with a copy of the Consultant’s code of business ethics and conduct.

If the Consultant is a joint venture or association, each Member of the joint venture or association must complete and submit this form, together with their respective code of business ethics and conduct.

⁹ “MCC-Funded Contract” is defined as a contract signed by an MCA Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of *MCC Program Procurement Guidelines*, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding.

Code of Business Ethics and Conduct Certification Form

Full Legal Name of Consultant: _____

Full Name and Number of Contract: _____

MCA Entity with which Contract Signed: _____

As stipulated in GCC 24.1 of the Contract, the Consultant must certify to the MCA Account Entity that they will adopt and implement a code of business ethics and conduct within ninety (90) days of Contract award. The Consultant must also include the substance of this clause in subcontracts that have a value in excess of \$500,000.

In satisfaction of this requirement, pursuant to GCC 24.1 of the Contract, I certify that with respect to this contract:

€ [Name of Consultant] has adopted and implemented a code of business ethics and conduct, a copy of which is hereby submitted together with this certification form.

OR

€ [Name of Consultant] will adopt and implement a code of business ethics and conduct within ninety (90) days after the date of Contract signature. [Name of Consultant] will resubmit this certification, together with a copy of the Consultant's code of business ethics and conduct, when such code has been adopted and implemented.

€ [Name of Consultant] will include the substance of this requirement in all subcontracts having a value in excess of \$500,000 and will forward all resulting certifications to [Name of MCA Entity].

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed "fraud" for purposes of the Contract between the Consultant and the MCA Entity, the *MCC Program Procurement Guidelines*, and other applicable MCC policy or guidance, including MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

: Task Order Request Procedure

TO Request Procedure

Task Orders (TO) Requests shall explicitly define all services to be performed, so the price for the performance of the work can be calculated based on the fully loaded remuneration rates of the Key Professional Personnel established under this IDIQ Contract, multiplied by the Level of Effort.

Each Task Order will contain the following information:

- (a) Task Order number.
- (b) Task Name.
- (c) Date of Task Order;
- (d) Task Order description, and place(s) of performance;
- (e) Estimated Level of Effort
- (f) Delivery or performance schedule. If applicable list format, frequency, and contents of reports; persons to receive them; dates of submission; etc.
- (g) Proposed Delivery Schedule.
- (h) Proposed Payment Schedule.
- (i) Invoicing requirements.

TO Acceptance Procedures

The IDIQ Consultant shall respond to the Task Order issued by MCA-Entity. The MCA-Entity will consider the following before accepting each individual Task Order:

- a) The Level of Effort necessary for the implementation of the individual Task Order.
- b) The Fully Loaded rates set by the IDIQ Contract for Base and each Option periods of the Contract.
- c) Adequacy of the Team Composition (Key Professional Personnel and Support Staff) proposed.
- d) Adequacy of the Staffing Schedule (Key Professional Personnel and Support Staff) proposed.
- e) Adequacy of the Work and Delivery Schedule proposed.
- f) Compatibility between the qualifications of the proposed Support Staff and the task this staff is assigned.
- g) Potential impact on other orders placed with the Consultant that has a bearing on the Consultant's ability to mobilize quickly in response to an individual Task Order.

- h) MCA Entity will sign the Task Order only after acceptance of all the conditions listed above

PART 3: ILLUSTRATIVE TASK ORDER REQUEST

Government of Mongolia
Millennium Challenge Account- Mongolia
(A joint Initiative of the Government of Mongolia and the Millennium Challenge Corporation, USA)

TASK ORDER

#

To:

Date: XX/XX/20XX

Contract No: [Subject]

Pursuant to the IDIQ Contract #MCA-M/Proc/048 for the Consulting Services for **Public Relations Agency Services**, MCA-Mongolia issues this Task Order for the performance of the Description of Services defined herein, within the performance schedules and price, contents and description of which are set forth below.

The Conditions of the IDIQ Contract #MCA-M/Proc/048 shall apply to this Task Order in its entirety.

This Task Order # [insert number] in conjunction with its Appendices is supplementary to the principal IDIQ Contract, which shall remain valid in the original wording, and meaning except as amended in this Task Order. In the event of any conflict or inconsistency between the Task Order and the IDIQ Contract, such conflict or inconsistency shall be resolved by reference to these documents in the following order of precedence: IDIQ Contract, Task Order and Description of Services.

1. Scope of Services

Under this Task Order # [insert number], the IDIQ Consultant shall perform the Services specified in **Appendix A** – Description of Services”.

2. Performance Period and Personnel Inputs

The Consultant Services shall be required over duration of **XXX working days**. During this period the Consultant shall perform the services commencing **on Month/Day/Year** and continuing through to **Month/Day/Year** or any other period as may be subsequently agreed upon by the parties in writing (*Table 1*). This Task Order shall remain in effect until completion of the tasks associated with the Task Order # [insert number]

Table 1

Type of Service:	
Duration	Start date: _____ End date: _____

3. Cost of Services and Level of Effort

For Services rendered pursuant to Appendix A, MCA-Georgia shall pay the Consultant an amount not exceeding US\$ ____ *[insert ceiling amount]* ____ for this Task Order # [insert number] (Table 2). This amount has been established based on the understanding that it comprises the fully loaded rates of the Consultant including all of the Consultant's costs (both remuneration and miscellaneous expenses) as well as profits. The Consultant's Costs are exclusive of local taxes.

Table 2

Key Professional Personnel	Ceiling of the Estimated Level of Effort No of hour(s)/day(s)	Hourly Rate to apply (US\$)	Total estimated cost per Professional Personnel (US\$)
Key Staff 1			
TOTAL CEILING AUTHORIZED FOR THIS TASK ORDER			
Key Professional Personnel	Ceiling of the Estimated Level of Effort No of hour(s)/day(s)	Hourly Rate to apply (US\$)	Total estimated cost per Professional Personnel (US\$)
TOTAL CEILING AUTHORIZED FOR THIS TASK ORDER			

Amount Available in the Contract: US\$

4. Deliverables and Payment Schedule

The payment will be conducted in accordance with the deliverables and payment schedule provided in the Table 3

Table 3

Deliverables	Submission Deadline (The number of weeks since the date of issuing of the Task Order)	Payment % of Total Ceiling Authorized for Task Order)	Ceiling of the Estimated Level of Effort (Number of hours per professional personnel)
<i>Deliverable 1</i>			
<i>Deliverable 2</i>			
<i>Deliverable 3</i>			

Signatures:

Task Order issued on behalf of MCA-Mongolia by: _____ _____ (Coordinator) Millennium Challenge Account – Mongolia (MCA-Mongolia)	Task Order accepted on behalf of the Consultant by: _____ Name: Date:
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Appendixes:

Appendix A – Description of Services for Task Order # [insert number]