

Government of Liberia
MILLENNIUM CHALLENGE ACCOUNT LIBERIA

REQUEST FOR QUOTATION

PP REF#: 4A1508/CA/006

Production and Delivery of Promotional Materials (Fliers & Reports) and Jingles in two (2) Lots for Creation of Awareness on MCA-Liberia's Activities

NAME and Address of the Supplier

June 05, 2019

Dear Sir/Madam,

1. Millennium Challenge Account –Liberia (“MCA-Liberia”) is the entity created by the Government of Liberia (“Government”) to manage and implement the activities contained in the Millennium Challenge Compact (“Compact”) entered into between the Government and the Millennium Challenge Corporation (“MCC”) on behalf of the United States of America. Accordingly, MCA-Liberia intends to procure the goods and services for which details are provided below (**Annex 1**).
2. You are invited to submit your price quotation for the **Production and Delivery of Promotional Materials (Fliers & Reports) and Radio Jingles in two (2) Lots for Creation of Awareness on MCA-Liberia's Activities**.
3. The quotation is divided into Two (2) Lots as below and the Suppliers can quote for **both the Lots or any one**.

Lot 1 - Production and Delivery of Promotional Materials (Fliers and Reports)
Lot 2 – Production and Delivery of Radio Jingles
4. You are required to provide a quote for all items within each Lot in accordance with the format contained in this Request for Quotation (RFQ). Failure to quote for all items, within a Lot, in the required format may render your quotation incomplete and thus non-responsive to the RFQ.
5. You must clearly state the **Material Standards and quality conditions** for the goods proposed. The proposed goods and services under **Lot 2** must have a minimum **Warranty of one (1) year** and as outlined in Annex 1 of the RFQ.
6. You must clearly state the **Warranty Conditions/Period for Replacement** of defective Goods (no later than thirty calendar days after the Contract Manager notifies the defects).

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7. The Items/ Goods under each Lot must be delivered to the MCA-Liberia Office, F&F Building, 63 United Nations Drive, Mamba Point in Monrovia, Liberia in accordance with the agreed delivery schedule.
8. You shall submit one Quote only, either individually or as a member of a joint venture. Should you submit or be involved in more than one Quotation, all of your Quotations will be rejected. In addition, no alternate quote is permitted under this RFQ.
9. You are required to submit the authorization letter for the authorized representative of the supplier signing the quotation, demonstrating that the person signing has been duly authorized to sign.
10. All documents submitted shall be in **English**. Any quotation which is not submitted in English, or is not accompanied by a certified translation, will be rejected.
11. Your price quotation for the requirements listed in Annex 1 of this RFQ should be submitted on or before **June 24, 2019 at 3:00 pm** Liberia time in the **format provided under Annex 2. Quotations must be made electronically in a format that cannot be altered (pdf format is preferred). Hard copy submissions may not be accepted.**

Submission Requirements:	
Currency	USD
Required Goods and Services	Refer to Annex 1 below.
Quotation Validity	90 days
Quotations submitted via:	Email at the email address indicated in item 19.

12. Request for clarification may be sent to the email address in item 19 below, no later than **June 12, 2019**. MCA-Liberia shall respond by end of day **June 17, 2019**.
13. This requirement is open to eligible suppliers as defined in the MCC Program Procurement Guidelines (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>). Each supplier will undergo eligibility verification during the evaluation process, and throughout the life of the contract, in accordance with MCC Guidance on Excluded Parties Verification Procedure.
14. The supplier must provide his past experience in the supply and delivery of similar goods in the last three (3) years, to be qualified for consideration.
15. Evaluation of offers and award of purchase order:

Offers determined to be substantially responsive to the description of the technical specifications will be evaluated by comparison of quoted prices, using “shopping” procurement method in accordance with MCC Program Procurement Guidelines which are provided on the MCC website (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>). A Purchase Order Agreement will be issued to the Supplier offering the total lowest evaluated quotation price that meets the required description of goods and services (Annex 1).

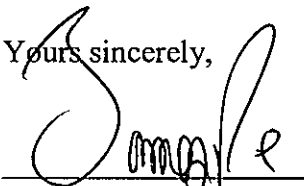
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16. Bid Challenges: Suppliers may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the MCA-Liberia and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the MCA-Liberia's website at www.mca.gov.lr.
17. The Purchase Order Agreement terms and conditions are not negotiable and shall be fully accepted by the Supplier.
18. The Purchaser is not bound to accept any quotation submitted by the invited Suppliers and may cancel the procurement process at any time without providing any justification to the Suppliers.
19. Your quotation in the required format should be addressed and submitted to:

MCA-Liberia

Attention: Procurement Agent – MCA Liberia
2nd Floor, F & F Building
63 United Nations Drive
Mamba Point, Coconut Plantation
Monrovia, Liberia
Email: MCALiberiaPA@cardno.com

Yours sincerely,



Counsellor James A. A. Pierre II
General Counsel
MCA-Liberia

*Alengau
25/06/19*

Annex 1

Technical Specifications

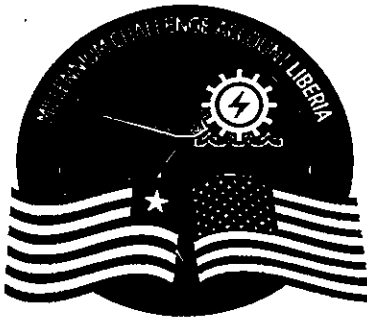
Production and Delivery of Promotional Materials (Fliers & Reports) and Radio Jingles in two (2) Lots for Creation of Awareness on MCA-Liberia's Activities

Lot 1 - Production and Delivery of Promotional Materials (Fliers and Reports)

MCA-Liberia requires the services of a contractor (printing press or a branding company) that meets the following requirements: (1) Trained and experienced personnel to review the written flyer/report/Reports, properly brand and produce with well-designed graphic (2) Well equipped and modern printing facilities

#	Features	Sample Fact Sheet
1	Produce 5,000 copies of One-Page Flyer (half sheet standard size, 5.5 by 8.5 inches), properly branded with MCC and MCA-L logos that promotes MCA-L and Ministry of Gender, Children and Social Protection support to establish gender units in select govt agencies and equip them	Attached below as Sheet 1
2	Produce 5,000 copies of One-Page Flyer (half sheet standard size, 5.5 by 8.5 inches), properly branded with MCC, MCA-L and LERC logos that promotes MCC/MCA-L support to stand up the LERC.	Attached below as Sheet 2
3	Produce 250 copies of 25-page quarterly (Jan, Feb Mar 2019) project implementation progress report/newsletter (550 to 600px), properly branded with MCC and MCA-L logos that provides implementation updates about MCC/MCA-L and partners' support to implement MCC compact projects in Liberia.	Attached below as Sheet 3
4	Produce 5,000 copies of One-Page Flyer (half sheet standard size, 5.5 by 8.5 inches), properly branded with MCC, MCA-L and LWSC logos that promotes the Raw Water Pipeline	Attached below as Sheet 4

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05-06-19



Gender Mainstreaming in Compact Projects

In October 2015, the Governments of Liberia and the United States of America, through the USG agency, Millennium Challenge Corporation (MCC) signed the compact grant worth US\$ 257M to support Liberia's energy and road sectors. Gender and Social Inclusion (GSI) was mainstreamed in all the compact energy and roads projects to help increase economic opportunities of unemployed youths, war affected persons, poor women and marginalized groups by using electricity and road services.

GoL Partnership: Setting up Gender Units and Departments

Millennium Challenge Account-Liberia (MCA-L) and the Ministry of Gender, Children and Social Protection (MGCSP) signed an Implementing Entity Agreement (IEA) that defines the roles and responsibilities of each entity in working to establish gender units in government agencies.

MCA-L GSI setup trained and equipped the Gender Department of Liberia Electricity Corporation (LEC) with over \$8,000 worth of office furniture, computers, air conditioners and office tools. The furniture and equipment will strengthen the capacity of the Department to promote gender and social equality within the public utility and in the delivery of services. MCA-L also setup gender units in the ministries of Mines and Energy and Public Works.

Gender and Social Inclusion (GSI) promotes sustainability of gender and social inclusion results enhance citizen-government engagement and improve responsiveness and quality of service delivery to all the people of Liberia, including vulnerable groups.

Capacity Building

MCA-L GSI provides technical and business skills to women, youth, and marginalized groups so that they initiate or expand their productive activities, promote networking of business, youth and women association for enhanced market access.

Other Support to the LEC

MCA-L GSI supports LEC improve its customer service. The existing Customer Service office in Waterside will be renovated. Already, modern telephone lines have been installed in the customer service office to enhance communication with customers.

*shirley
05-06-19*

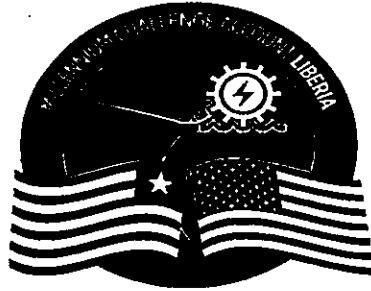
A new LEC customer service Center will be built somewhere in Paynesville to make LEC more accessible to customers far away from the Waterside Customer Service Center. It will be equipped with modern telephone systems and other facilities for effective customer service delivery.

Training

LEC customer service staff will be trained to timely attend to customers` queries.

This factsheet is made possible by the generosity of the American people through a grant under the compact signed between the Governments of Liberia and the United States of America through the Millennium Challenge Corporation, MCC. The information provided on this factsheet does not represent the views of the MCC or the United States Government

*Shirley
05-10-19*



STANDING UP THE LIBERIA ELECTRICITY REGULATORY COMMISSION (LERC)

Creation

The Liberia Electricity Regulatory Commission (LERC) was created by an Act of the National Legislature --the Electricity Law of 2015 to liberalize and supervise the electricity sector in the country.

Duties

Under the law, LERC shall amongst other things set, monitor, and enforce safety standards in all aspects of electricity from supply to usage. LERC shall also register and license all electricity suppliers, including the Liberia Electricity Corporation (LEC). The Commission shall additionally ensure that electricity training schools train their students based on set safety standards.

Public Participation

Electricity customers will participate in managing the electricity sector by consulting with LERC and advising on issues affecting customers. The customers, for the first time in Liberia, will have an independent forum, the LERC to file complaints against electricity suppliers for any wrong. LERC shall also support efforts to fight power theft by arresting and prosecuting anyone stealing power.

GoL and US Government Partnership for Sector Reform

The creation of the LERC is part of the reform of the electricity sector. By granting the authority to the LERC to register and license additional electricity suppliers, the Government of Liberia intends to bring in more electricity suppliers in the market to supply consumers. What this means is that the Liberia Electricity Corporation (LEC) will no longer be the lone company supplying electricity in the country. More electricity suppliers guarantee competition in the sector that leads to better service delivery.

The reform effort is a partnership of the Government of Liberia and the Government of the United States of America through its development agency, Millennium Challenge

*Shirley
25 Feb 19*

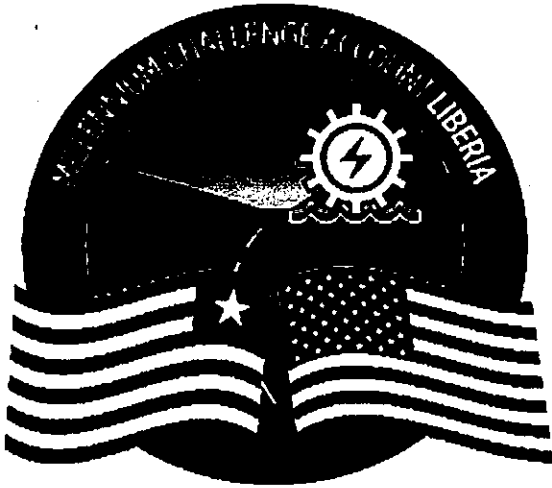
Corporation (MCC). Under the agreement signed with Liberia in October 2015, called the Compact, the US Government provided US\$ 257M to support the energy and road sectors. The LERC support is under the energy sector.

The Millennium Challenge Account- Liberia (MCA-L), the Government of Liberia agency that manages the compact projects, supports the standing up of the LERC. MCA-L covers costs for LERC staff compensation, office space, equipment and furniture.

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*slw/jab
05-06-19*

MILLENNIUM CHALLENGE ACCOUNT-LIBERIA



MILLENNIUM CHALLENGE ACCOUNT-LIBERIA (MCA-L)
QUARTERLY PROGRESS REPORT: JANUARY –
MARCH 2019

Shawnae
05-16-19

DISCLAIMER

The authors' views expressed in this publication do not necessarily reflect the views of the Millennium Challenge Corporation (MCC) or the United States Government

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ANNEXES

- a. Monthly Charts of Project Deliverables
- b. Monthly Charts of Meetings and Outcome Summary

*Annexes
25-06-19*

ACRONYMS

MCC	Millennium Challenge Corporation
MCA-L	Millennium Challenge Account-Liberia
GoL	Government of Liberia
LERC	Liberia Electricity Regulatory Commission
LEC	Liberia Electricity Corporation
LWSC	Liberia Water & Sewer Corporation
CSC	Customer Service Center
MPW	Ministry of Public Works
MGCSP	Ministry of Gender, Children and Social Protection
MME	Ministry of Mines & Energy
MSC	Management Service Contract
TC	Training Center

*Shirley
05-06-19*

1.0 EXECUTIVE SUMMARY

1.1 The Millennium Challenge Corporation (MCC) Compact with Liberia

In October 2015, the Government of the United States of America, through its development agency, Millennium Challenge Corporation (MCC), provided a grant of \$257M to Liberia. The money is to address the lack of access to reliable and affordable electricity and inadequate road infrastructure. The MCC Compact is a US-Liberia Partnership to reduce poverty and promote economic growth.

The Millennium Challenge Account-Liberia (MCA-L), an independent, legal and autonomous agency of the Government of Liberia, administers the Compact Energy and Roads projects.

As part of the Compact's support to reform the Electricity Sector, MCA-L is supporting the stand-up of the Liberia Electricity Regulatory Commission (LERC). The LERC has the mandate to register and license power suppliers, set tariff and standards, and enforce compliance. The Government of Liberia named a three-member Board of Commissioners in September of 2018. MCA-L and the LERC Board of Commissioners worked to recruit staff and procure office space, equipment and furniture. The Managing Director was recruited and interviews were held for the Head of Legal, Licensing & Public Affairs and Economic Regulation Units.

The second leg of the MCC Compact's support is to improve Liberia's road network by building the foundation for periodic road maintenance. The support takes place at four levels, including putting in place a 5-year Road Maintenance Plan, collecting road data, building capacity and actual road maintenance activity. The MCA-L, Ministry of Public Works (MPW) and the National Road Fund (NRF) completed the Level-2 Calibration Training of the Ministry of Public Works team on the Highway Development tool, known as the HDM-4. The HDM-4 is a road development planning tool that MPW and NRF staff will use annually to update Liberia's 5-year Road Maintenance Plan.

Significant progress was made during the quarter to accelerate the rehabilitation of the Raw Water Pipeline since January 2019, when MCA-L contracted DENYS, NV (Belgium) for the design and construction of the 48-inch diameter Water Pipeline. The Liberia Water & Sewer Corporation (LWSC) and the Liberia Electricity Corporation (LEC) granted site access authorization to DENYS NV in February and the Contractor started the Pipeline Route Alignment surveys. This survey will assess the Pipeline Route that runs about 5km. Actual construction of the Pipeline will not begin until the dry season in year 2019.

MCA-L and the Ministry of Gender, Children and Social Protection (MGCSP) signed an Implementing Entity Agreement (IEA). The IEA defines the roles and responsibilities of each entity in working to establish gender units in the Ministries of Mines & Energy and Public Works and a department in the Liberia Electricity Corporation (LEC).

*Shurfa
25 Feb 19*

PROJECT PERFORMANCE ACHIEVEMENTS BY PROJECT OBJECTIVES

2.0 OBJECTIVE 1: ENERGY

2.1 Liberia Electricity Regulatory Commission, LERC

Millennium Challenge Account-Liberia's support to stand-up the Liberia Electricity Regulatory Commission (LERC), during the quarter focused on staff recruitment and procurement of office space, equipment and furniture. A three-member Board of Commissioners leads the LERC. MCA-L supported the LERC Commissioners complete the recruitment of the Managing Director who commenced work on April 8, 2019. Interviews were conducted for the head of Legal, Licensing & Public Affairs and Economic Regulation Units. Final start-up staffing for LERC has been agreed with the Board of Commissioners.

MCA-L launched the LERC office set up procurements and completed evaluation of bidders' submissions for office space lease, furniture, computers, vehicles, IT equipment and website design.

LERC began a pilot phase of the Operator Census that predates this reporting period to identify electricity suppliers along the Roberts International Airport route, including commercial, industrial and private. The long-term national Operator Census began in May of Quarter 1 (April, May, and June 2019) is likely to run into quarter 15 (July August and September). The objective of the operator census is to identify all power suppliers in the country and work with them in regulating the supply of electricity to consumers in the country

MCA-L, as part of its support agreed with the Board of Commissioners, the Managing Director and the European Union's Technical Advisors assigned with the Commission to meet weekly and coordinate more closely to advance support to the Regulator.

The LERC is a public commission created by the 2015 Electricity Law of Liberia as part of sector reform to liberalize the Energy Sector. The Commission has the mandate to oversee all issues of electricity supply in the Country. LERC will register and give license to electricity suppliers and set the price for electricity as well as set and enforce technical and safety standards. Part of its role will be to also receive and investigate complaints of any wrongdoing against electricity customers.

Under the Compact, the Millennium Challenge Account-Liberia supports the LERC for two years to become operational.

Shirley Jacobs
05/06/19

3.0 OBJECTIVE 2: ROADS

3.1 Building Capacity for Road Maintenance

Part two of the MCC Compact support is to improve Liberia's road network by building the foundation for periodic road maintenance. The support takes place at four levels, including putting in place a 5-year Road Maintenance Plan, collecting road data, building capacity and undertaking actual road maintenance activities.

The MCA-L, Ministry of Public Works (MPW) and the National Road Fund (NRF) completed the Level-2 Calibration Training of the Ministry of Public Works team on the Highway Development tool, known as the HDM-4. The HDM-4 is a road development planning tool that MPW and NRF staff will use annually to update Liberia's 5-year Road Maintenance Plan. The Ministry of Public Works already did preliminary update of the Maintenance Plan validated by the Inter-ministerial Steering Committee (IMSC).

MCA-L and the Ministry of Public Works during the quarter, reviewed the draft of the Implementation Entity Agreement (IEA) between the two entities. The Millennium Challenge Corporation is also reviewing the document. An Implementation Entity Agreement is required by the MCC to be signed between the Millennium Challenge Account-Liberia and another Government entity to establish the framework for coordination in the implementation of a Compact activity.

MCA-L Director of Roads participated in the (22-Feb-19) two-day workshop organized by MPW and NRF to prepare the Annual Road Maintenance Expenditure Program (2018-2019).

3.2 Resources for Road Maintenance

a. Our Own Money –

The Government of Liberia passed the National Road Fund Act in 2016 and placed a US 0.25 cent levy on every gallon of fuel to raise funds for road maintenance. The money is kept in a separate bank account and managed by the National Road Fund Office, only for road maintenance.

b. Our own People –

The Ministry of Public Works, National Road Fund and Liberian contractors will be empowered to gather more accurate information about the condition of the critical roads connecting counties and the number of vehicles traveling across them. That information will be fed into modern computer programs that will help the Ministry keep good roads from going bad.

Alun Jones
05/06/19

4.0 CROSS-CUTTING ACTIVITIES

4.1 Environmental & Social Performance

a. Raw Water Pipeline

On December 19, 2018, the Millennium Challenge Account-Liberia (MCA-L) and the Liberia Water & Sewer Corporation (LWSC) signed an Implementing Entity Agreement (IEA) to ensure a smooth execution of the design and construction of a new Raw Water Pipeline, from the dam at Mt. Coffee Hydro-Power Plant (MCHPP) to the White Plains Water Treatment Plant (WTP). The proposed Pipeline is part of the Energy project under the Millennium Challenge Corporation (MCC) Compact with Liberia.

In January 2019, MCA-L contracted DENYS, NV (Belgium) for the design and construction of a 48-inch diameter Raw Water Pipeline. The Liberia Water & Sewer Corporation (LWSC) and the Liberia Electricity Corporation (LEC) granted site access authorization to DENYS NV in February and the Contractor started the Pipeline Route Alignment surveys. This survey will assess the Pipeline Route that runs 3.1km. Actual construction of the pipeline will not begin until November 2019. MCA-L relevant staff and Contractor representatives meet in a monthly progress review meeting to discuss and plan. The Contractor has already submitted original copies of the Performance Guarantee and Advance Payment Guarantee to MCA-L. MCA-L is reviewing the Environmental and Social Management Plan (ESMP), Health and Safety Management Plan (HSMP), Communications Plan, Resettlement Action Plan's (RAP) follow-up Action Plan and the detailed Program Schedule that DENYS submitted.

The objective of the project is to replace the original 36-inch diameter pipeline that was destroyed during Liberia's civil war. Since it was destroyed, the WTP has obtained water from the St. Paul River by means of a river intake and raw water pump station. The intake is located at the WTP site, downstream of the reservoir. When completed, the new 48-inch diameter pipeline will deliver raw water from the dam of the MCHPP to the WTP using gravity flow. The proposed Pipeline Route is approximately 5 km long and generally follows the original pipeline alignment with small deviations.

The new Pipeline will improve water quality to those people served by the LWSC Municipal Water System. The current intake location is subject to salt-water intrusion during the dry season. The regular salt-water intrusions to the intake on the St. Paul River result in poor water quality that residents find undesirable for consumption and even for bathing. The project will also reduce the associated cost of electricity to pump water from the current intake location into the WTP. LWSC spends approximately US\$ 130,000 monthly in electricity to pump water to the WTP.

The Millennium Challenge Corporation is financing the US\$18 million pipeline rehabilitation to improve the reliability and quality of the water supply to nearly 1 million residents of Greater Monrovia.

Handwritten signature and date: 15-10-19

4.2 Gender & Social Inclusion

a. Establishment of Gender Units

The Millennium Challenge Account-Liberia (MCA-L) and the Ministry of Gender, Children and Social Protection (MGCSP) signed an Implementing Entity Agreement (IEA) that defines the roles and responsibilities of each entity in working to establish gender units in the Ministries of Mines & Energy and Public Works and a department in the Liberia Electricity Corporation (LEC). MCA-L has already supported the setting up of the Gender Department at the Liberia Electricity Corporation and Gender Units within the Ministries of Mines & Energy and Public Works.

As part of additional support, MCA-L provided guidance and inputs to the Sexual Harassment and Gender Policies of the Ministry of Public Works, Mines & Energy and the Liberia Electricity Corporation.

b. **Customer Service Center (CSC)**

Under the GSI support to LEC, MCA-L plans to refurbish LEC's existing Customer Service Center (CSC) and build a new one to provide more customer access to the Corporation. As part of the support, MCA-L provided new telephone system to the Corporation to increase communication with customers. LEC recruited a Customer Service Center Senior Manager to strengthen service delivery efforts.

LEC shared the budget for CSC support, based on the Customer Service Strategy and Improvement Plan.

The Architect for the LEC Customer Service Center completed and delivered the designs for the Customer Service Center's rehabilitation and that of the BWI Training Center.

As part of the support, MCA-L is hiring a Communications Consultant to strengthen LEC's public outreach and communications. The TOR for the Communications Consultant was finalized and request for application (RFA) published in the local dailies and MCA-L website. GSI is working with the Ministries of Public Works and Mines & Energy to finalize the Implementing Entity Agreements.

*Shirley
05-06-19*

5.0 PRIVATE SECTOR DEVELOPMENT

a. Management Service Contract (LEC)

MCC Compact supports the Liberia Electricity Corporation to make it a more sustainable and viable public utility. The Management Services Contractor is paid by the Compact for 3 years to turn it around into a more efficient and profitable Corporation. The Management Services Contract is a GoL idea agreed to by donors to properly setup LEC before turning it over to a professional Liberian Management Team. The MSC is a performance-based contract intended to:

- make LEC efficient and profitable
- increase capabilities of LEC staff
- reduce operating expense to the LEC revenue
- increase new customer connections annually
- reduce technical and commercial losses
- ensure electricity supply is reliable

As part of the support under the private sector development, MCA-L is providing funding to purchase connection materials to help LEC increase connections to the grid. The connection materials include wires, meters, transformers, Derrick Digger Truck as well as electrical poles. The Liberia Electricity Corporation (LEC) is in a poor financial position currently and with the corporation losing up to US\$35M annually from power theft, the financial situation is severely grim.

Shirley Jacobs
05-06-19

ANNEXES:

Fig. 1: Project Deliverables

PROJECT DELIVERABLES JANUARY – 2019			
Product Description	Institution	Name of Deliverable	Reference/Comments
Implementing Entity Agreement.	Booker Washington Institute	BWI IEA	Energy
MRAG Final Report	Mount Coffee Hydropower Plant	Alternative Fish Passage Study & Technical Designs	ESP
Terms of Reference	Ministry of Gender, Children & Social Protection	MGCSP Technical Assistant TOR	GSI
Production & Consumption Data	Liberia Electricity Corporation	LEC Electricity Production & Consumption Data	M&E/submitted to the CBL
Memorandum of Understanding	Liberia Electricity Corporation & Liberia Water & Sewer Corporation	LEC & LWSC MOU	PM/Raw Water Pipeline Project

Abangfae
25-06-19

**PROJECT DELIVERABLES
FEBRUARY 2019**

Product Description	Institution	Name of Deliverable	Reference/Comments
Dashboard	MCA-L	Sector Implementation Dashboard	PSD
Terms of Reference	Liberia Electricity Corporation	LEC Training Center Design Build Construction TOR	Energy
Terms of Reference	Liberia Electricity Corporation	LEC Training Center Utility Training Consultant TOR	Energy
Terms of Reference	Liberia Electricity Corporation	LEC Communications Campaign	GSI
Proposals for Technical [Finance & Procurement] Advisors	Ministry of Public Works	Amendment to Cardno's Contract	Roads
Road Reforms Action Matrix	NRF Development Partners	Recommendation for Development of the NRF	Roads
Roads IEC Materials (bumper stickers, fact sheet, jingle, etc.)	MCA-L	Promotion materials for Roads	Communications/Roads
Budget, Plan Preparation and Schedule	National Road Fund Ministry of Public works	Annual Road Maintenance Expenditure Program	Roads
Website	MCA-L	Redesigned Website	Communications

Shirley Jones
25-66-19

PROJECT DELIVERABLES MARCH 2019			
Product Description	Institution	Name of Deliverable	Reference/Comments
Request for Proposal	Liberia Electricity Corporation	LEC TC Design-build Contractor	Energy
Report	Liberia Electricity Regulatory Commission	Operator Census Pilot Report	Energy
Request for Proposal	Liberia Electricity Corporation	LEC Training Center Utility Training Consultant	Energy
Work Plan	Liberia Electricity Corporation	LEC Training Center Work Plan	Energy
Press Release	Liberia Electricity Corporation	LEC Gender Department Donation Release	Communications/GSI
Updated 5-Year Road Maintenance Plan	Ministry of Public Works National Road Fund Office	List of Primary Road Projects for Periodic Maintenance (2019-2023)	Roads
Roads IEC Materials	MCA-L	Roads Factsheet	Communications/Roads
Grant Agreement	MCC	NRF Grant Agreement (Technical Review Comments)	Roads
Energy IEC Material	MCA-L	Energy Sector jingle	Communications/Energy

Shirley
8-16-19

Fig. 2: Meetings & Outcomes Summary

TEAM MEETINGS AND OUTCOMES SUMMARY JANUARY 2019			
Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
1/14/2019	Ben, Mardea & Senessee	Samuel Zimbe, LEC ED for Commercial & Regulatory	Follow up on CSC rehabilitation & plan; CSR design drawings plans & recruitment of CSR Mgr.
	Hady, Dele	BWI Leadership	Agreed on responsibilities of BWI drafted in the IEA
1/24/2019	CEO, Directors & Managers	Kateri & Kelvin	Agreed to closely monitor project implementation & ensure that linkages to Finance, Legal & Procurement run parallel; focus on implementing activities given timeline for Compact Closure; New Action Items
1/25/2019	Ben, Mardea	George Tawalal, Famatta Sirleaf - LEC; Vivien Jones - Telephone System Supplier	Review of contract performance; address existing issues & discuss warranty & post maintenance support
	Paul, Stephen	MCC ESP Team	Reviewed MRAG's final report & discussed the Fish Passage study & options
1/29/2019	Paul, Princess & Senessee	MD Kamara & Technician Morlue	Signing of MOU for the LWSC Pipeline construction
1/22/2019	Nick	Francois Pienaar	Discussed the timelines, specifications, deliverables, personnel, processes & procedures, etc. for ACMS' implementation

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TEAM MEETINGS AND OUTCOMES SUMMARY
JANUARY 2019

Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
1/31/2019	Nick,	Algerlynn and Francois	WebEx: ACMS' implementation - new timeline, LEC to lead training & implementation methodology, SOP & training plan; MCC to address procurement possibility in the absence of a signed & approved amended IEA
1/31/2019	Victor, Theo	Donors & key MPW staff (Min. Nyeapan et al)	Monthly Road Infrastructure Meeting: ongoing & planned MPW projects; GoL to focus on LVS for unpaved roads; MPW's frustration with MCAL/MCC on difficulties in satisfying CPs
1/15/2019	Alphonsus	LWSC Communications Department	LWSC buy-in secured & coordination agreed upon in organizing and holding the 1st Pipeline project affected persons meeting
1/23/2019	Alphonsus, Ben, Mardea	LEC Communications Department	Discussed logistics and coordinating LEC telephones lines awareness

Alphonsus
05-06-19

TEAM MEETINGS AND OUTCOMES SUMMARY
FEBRUARY 2019

Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
2/4/2019	Paul, Stephen & Princess	MCC Counterparts (via Skype)	Status of Prawn Passage with MRAG & FishTek. Need to get LEC's approval for construction since the Passage goes through the Hydro.
2/6/2019	Victor & Theo	A. Ourad (MCC) B. Inanc (MCC) D. Quinton (Volpe) S. Fischer (Volpe)	<u>WEEKLY ROADS CALL</u> <ul style="list-style-type: none"> Submit Draft IEA to MCC for Technical Review by 2/8/19 MCA-L will assist Volpe to arrange meetings with MPW and various stakeholders
2/7/2019	Ben, Mardea, Hady, Dele, Barward & Nick	T.Q. Harris, LERC Commissioner	Discuss the LEC planned survey on GSI's Contribution to Economic Growth and Poverty Reduction. GSI sought guidance on areas of importance that may help in the development of the survey questionnaire.
2/8/2019	Victor & Linda	P. Shiswawala (Cardno - HQ) P. Chinkhuntha (Cardno - FA) J. Lynch (Cardno - PA)	<u>TECHNICAL ADVISORS</u> <ul style="list-style-type: none"> Proposed FTA does not have the required leadership experience Cardno will submit revised proposals for FTA and PTA by 28-Feb-19
2/13/2019	Victor & Theo	A. Ourad (MCC) B. Inanc (MCC) K. George (MCC) D. Quinton (Volpe) S. Fischer (Volpe)	<u>WEEKLY ROADS CALL</u> <ul style="list-style-type: none"> Preliminary MCC Technical Review comments on Draft IEA (OGC); expected back to MCA-L by 15-Feb-19 B. Inanc Trip (Feb 18th -28th) approved by MCC MCA-L to set-up a meeting with MPW to discuss RAMS implementation/sustainability MCA-L to set-up a meeting with Development Partners (GIZ, EU, WBG, AfDB, etc.) to update NRF Action List

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25-Feb-19

TEAM MEETINGS AND OUTCOMES SUMMARY

FEBRUARY 2019

Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
			<ul style="list-style-type: none"> MCC (B. Inanc & J. Beverly) to address Cardno's issues with FTA Proposal Volpe to forward calendar for MCA-L to coordinate
2/13/2019	Nick	LEC Team: Sam Zimbe (Deputy Executive Director for Commercial), Douglas de Beer & Emmanuel Lawrence	Met about LEC's availability to participate in a working session/meeting on the M&E Plan revision especially on the Modification Tables and the ACMS. Others to participate in the working session include Billy Richardson, Thomas Gonkerwon, Francois Pienaar, etc.
2/14/2019	Nick	Joint WebEx meeting with Douglas de Beer & Henry Kimber of LEC & Candace Miller et al of Mathematica Policy Research (MPR)	Organized to address questions & issues associated with LEC planned connections along the Kakata Corridor. MPR was interested in the calendar of activities & schedule along the Corridor to plan adequately in selecting 110 households & 115 small businesses for intervention group & a counterfactual for an impact evaluation.
2/15/2019	Roland	LEC's MSC	Discussed issues affecting LEC. Eg. Procurement issues and related delays
2/15/2019	Roland	Liberia Chamber of Commerce (LCC)	To foster a closer relationship with the LCC to understand opportunities for Liberian businesses with the MCA-L
2/15/2019	Paul, Stephen & Roland	MRAG (Fish Passage Consultant)	Discussed feasibility and design for Fish (Prawn) Passage Construction

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05-06-19*

TEAM MEETINGS AND OUTCOMES SUMMARY
FEBRUARY 2019

Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
2/15/2019	Paul & Stephen	MCC Counterparts & MRAG	Discussed existing Fish Passage Contract Extension and first draft of Designs for Fish Passage Construction; MRAG agrees to MCA-L extending the existing contract and will submit a work plan for the design of Fish Passage Construction by March 1, 2019
2/18/2019	Victor	B. Satu (NRF) B. Inanc (MCC) K. George (MCC)	<u>NRF STATUS UPDATE</u> <ul style="list-style-type: none"> Reviewed Monthly Status Report (February 2019) Discussed challenges to flow of funds into MRMF Account
2/18/2019	Roland	National Black MBA Association of America	Investment Forum: private sector engagement
2/19/2019	Roland	General Electric	Discussed opportunity for the private sector involvement in Public-Private-Partnership
2/20/2019	Victor & Theo	C. Langley (MPW) J. Reynolds (MPW) E. Baker (MPW) B. Inanc (MCC) K. George (MCC)	<u>DISCUSSED DRAFT IEA</u> <ul style="list-style-type: none"> MCA-L & MCC will address concerns expressed by MPW MPW to submit proposal for capacity building with details of sustainability by 4-Mar-19.
2/25/2019	Victor & Theo	B. Inanc (MCC) K. George (MCC)	<u>UPDATING RISK REGISTER</u> <ul style="list-style-type: none"> Set-up a Risk Register only for the Roads Project (in lieu of Consolidated version) Follow-up monthly meetings (MPW, NRF, etc.), and also continue quarterly sessions with Development Partners
2/27/2019	Victor & Theo	A. Nelson (MCC) B. Inanc (MCC) K. George (MCC) U. Thuer (GIZ) M. Schroeder (GIZ) I. Tzartzas (EU)	<u>DEVELOPMENT PARTNERS</u> <ul style="list-style-type: none"> Reviewed Action Matrix for Road Reforms, and discussed follow-up required Agreed on a Summary Page (5- Major Points) to address the NRF challenges/issues

MCA-L
25-06-19

TEAM MEETINGS AND OUTCOMES SUMMARY
FEBRUARY 2019

Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
2/28/2019	Victor & Theo	MPW Key staff (PPD) Major Donor Partners Other Roads Stakeholders	<u>MONTHLY RIP MEETING AT MPW</u> <ul style="list-style-type: none"> • Presentation by MCA-L on Roads Project Sector Reform • NRF Manager Monthly Status Report (February 2019) • Brief Updates from various donors on their projects
2/28/2019	Ben & Mardea	LEC Management	Discussed the sexual harassment allegations levied against an employee in Senior Management by a resident of the Mount Coffee Community.

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25-Feb-19*

TEAM MEETINGS AND OUTCOMES SUMMARY
MARCH 2019

Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
3/4/2019	Alphonsus	MFDP Senior Management	GoL Eligibility Team Meeting: Agreed to raise awareness with ministries & agencies about the importance of tracking & reporting indicator progress to improve the Country's Scorecard; Plan a briefing with the GoL Steering Committee Chair – Finance & Development Planning Minister
3/5/2019	Victor & Theo	A. Ourad (MCC) B. Inanc (MCC) K. George (MCC) D. Quinton (Volpe)	<u>WEEKLY ROADS CALL</u> <ul style="list-style-type: none"> HDM-4 Team to draft report for the 5-YRMP by 18-Mar-19; NRF needs official communication of MCC Comments on CPs from CEO; DoP to proceed with amendment to Cardno contract for the FTA & PTA; Need MPW "Capacity-Building & Sustainability" Proposal for IEA; Equipment List from MPW indicates none can be used for the RAMS
3/6/2019	Mardea & Victor	James J. Reynolds - Asst. Minister for Planning & Programing, MPW & CSD Team: R. Bunah & G. Yarngo	Concluded on the GSI component of the IEA that addresses setup of MPW GSIU; appointment of GSIU focal points & other issues delaying signing of the IEA. The GSIU to fall under Community Services Department & its Director to supervise & take the lead on GSI activities
3/7/2019	Alphonsus	GoL Officials (Legal Advisor to the President, R.L.) & MCC Scorecard Expert	Eligibility Conference Call between GoL Officials and MCC Scorecard Expert: MCC Scorecard Team advised GoL on steps to ensure appropriate scoring of Liberia

J. Jacob
05-06-19

TEAM MEETINGS AND OUTCOMES SUMMARY
MARCH 2019

Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
3/7/2019	Mardea	MPW's GSI Unit	Development of a zero draft format of both the Sexual Harassment & Gender Policies
3/8/2019	Mardea, Nick & Roland	Jonathan S. Saiger, MCC Sr. Operations Advisor – Energy Operations, Paul Joyce, Sam Zimbe & Famatta Sirleaf of LEC	Reviewed the Customer Service Strategy & Improvement Plans, & MCA-L support to LEC based on the LEC Strategic Plan. The M&E component was on sourcing funds to support an online mapping system that will serve as an extension of the ACMS
3/14/2019	Alphonsus	Consultant to President's Legal Advisor	Briefed Consultant on MCA-L platforms for raising awareness & communication indicator successes; MCA-L continued support to plan awareness, tracking & communication of results; agreed on follow up meeting to conclude details of the GoL reform awareness
3/14/2019	Mardea	LEC's CSC Team	Follow up meeting: discussion focused on priority and budget line from the Strategic Plan
3/20/19	Victor & Theo	A. Ourad (MCC) K. George (MCC) D. Quinton (Volpe) S. Fischer (Volpe)	<p><u>WEEKLY ROADS CALL</u></p> <ul style="list-style-type: none"> • Volpe to proceed with procurement of RAMS (award pending IEA); • MPW Proposal for Capacity-Building & Sustainability is incomplete. DoR will follow-up comments to MPW; • MCA-L will request MCC consider partial approval of some CPs. Next package to MCC by 15-Apr-19; • Amendment to Cardno Contract for the FTA & PTA on-track for 30-Apr-19

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TEAM MEETINGS AND OUTCOMES SUMMARY
MARCH 2019

Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
3/21/2019	Mardea	LEC's CSC & Gender Teams	Discussed partnership towards the GSI survey on its contribution to economic growth and poverty reduction. MCAL GSI took a tour of the newly arranged CSC
3/25/2019	Mardea	Ministry of Mines & Energy Senior Management	Discussed the zero draft of the policy documents (Sexual Harassment & Gender) & IEA; MME shared the listing for MCA-L's support for the procurement of furniture, IT equipment and rehabilitation of the Ministry's Gender Unit.
3/25/2019	Victor & Theo	A. Ourad (MCC) B. Inanc (MCC) K. George (MCC) D. Quinton (Volpe) S. Fischer (Volpe)	<p style="text-align: center;"><u>WEEKLY ROADS CALL</u></p> <ul style="list-style-type: none"> • HDM-4 Team to complete 5-YRMP Draft Report by 27-Mar-19; • K. George to consolidate comments to Proposal for Capacity-Building & Sustainability. DoR will forward to MPW and follow-up; • B. Inanc to contact the World Bank Group (WBG) regarding issues from CWE work session with NRF; • A. Ourad will review/comment on Volpe's ToR for the RAMS; • Victor will follow-up with GIZ for update on the Donor Outreach to GoL regarding the NRF issues
3/26/2019	Mardea	Vanessa Ferrero, Program Analyst for Engendering Utilities	Engendering Utilities Team visited Liberia to plan & strategize GSI's role in the Compact. Emphasis was placed on support to LEC

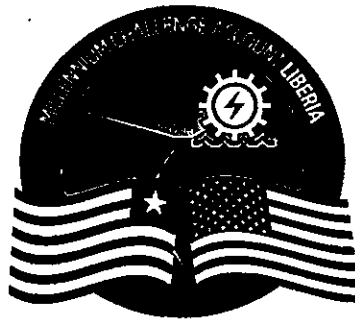
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TEAM MEETINGS AND OUTCOMES SUMMARY
MARCH 2019

Date(s)	MCA Team Member(s)	Partner(s)/Stakeholder(s)	Major Decisions/Agreements
3/28/19	Alphonsus	LNP Inspector General	Roads Safety Campaign Steering Committee Meeting: Road Safety Panel Discussion planned for 17th April at University of Liberia Main Campus. DoR to participate as Panelist. LNP Inspector-General sent letters to Partners, soliciting support for the Road Safety Awareness Campaign

Alphonsus
05-06-19

Sheet 4. Sample Fact Sheet for Raw Water Pipeline



MCC Supports Quality Water Supply

On December 19, 2018, the Millennium Challenge Account-Liberia (MCA-L) and the Liberia Water & Sewer Corporation (LWSC) signed an Implementing Entity Agreement (IEA) to ensure a smooth execution of the design and construction of a new Raw Water Pipeline, from the dam at Mt. Coffee Hydropower Plant (MCHPP) to the White Plains Water Treatment Plant (WTP). The proposed pipeline is part of the Energy project under the Millennium Challenge Corporation (MCC) Compact with Liberia.

The objective of the project is to replace the original 36-inch diameter pipeline that was destroyed during Liberia's civil war. Since it was destroyed, the WTP has obtained water from the St. Paul River by means of a river intake and raw water pump station. The intake is located at the WTP site, downstream of the reservoir. When completed, a new 48-inch diameter pipeline will deliver raw water from the dam of the MCHPP to the WTP using gravity flow. The proposed pipeline route is approximately 5 km long and generally follows the original alignment of the pipeline with small deviations.

The new pipeline will improve water quality to those people served by the LWSC municipal water system. The current intake location is subject to salt-water intrusion during the dry season. The regular salt water intrusions to the intake on the river result in poor water quality that residents find undesirable for

Shirley Jacobs
05-06-19

making coffee and tea, for cooking, and even for bathing. The project will also reduce the associated cost of electricity to pump water from the current intake location into the WTP. LWSC spends approximately US\$ 130,000 monthly in electricity to pump water to the WTP.

The Millennium Challenge Corporation is financing the US\$18 million pipeline rehabilitation to improve the reliability and quality of the water supply to nearly 1 million residents of Greater Monrovia.

In January 2019, MCA-L contracted Denys, NV (Belgium) for the design and construction of the raw water pipeline.

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05-06-19*

Lot 2 - Production and Delivery of Radio Jingles

MCA-Liberia requires the services of a contractor (recording studio, radio station, dramatic group) that meets the following requirements: (1) Trained and experienced personnel to dramatize the production in simple Liberian English (2) Well equipped production studio (3) Capable of transferring each recorded production on CDs or other equipment for ease of airing through radio broadcast.

1. Radio Jingles

#	Features	Sample Jingle
1	Produce a 60-second dramatized jingle on MCC/MCA-L support to provide access to reliable and affordable electricity in Liberia;	Attached below as Sample 1
2	Produce a 60 second dramatized jingle to raise awareness about the Operator Census for the Liberia Electricity Regulatory Commission (LERC) under the energy project.	Attached below as Sample 2

Shirley Jacobs
05-06-19

Sample 1. Energy Project Jingle

Energy Project Drama

Scene 1:

Kebbeh and Moses sit in the yard in the evening. Tamba goes around the LEC light pole in the yard and inspects the newly installed transformer that gives current to the community to ensure no unauthorized connections are done. Kebbeh and Moses speak about the impact of power theft on the growth of LEC and call for community support to curb the theft. They reference President Weah's call to help LEC combat power theft. They also speak of the rationale and benefits of other MCC complementing projects, Mt. Coffee LERC and the Waterpipeline.

- Kebbeh: "Moses, Moses, look what that man is doing!"
- Moses: "Gets up and shouts, Hay! Hay! "What are you doing there?"
- Kebbeh: "that person looks like Tamba"
- Moses: "Tamba! Tamba! What is going on there?"

Scene 2:

- Tamba: Turns – "I want to make sure that our current remains stable and strong, because some people sometime try to connect more people to the line more than the line can take. When this happens, the current can go very very low and sometime cut off.
- Kebbeh: "when we see anyone connecting to the line who should not be there, then we need to call the LEC people, so they will check and take the stealing current wire down!"
- Tamba: "Ok, wait let me see. But what is the number again to call LEC?"
- Kebbeh: "call 4500 or 4600. The 4500 is for customer service people who can help you get connected. The 4600 is for you to call and report people stealing current or complain LEC workers who support stealing current."
- Tamba: "Okay, thank you.
- Kebbeh: "LEC want us to report all the problems to them about our current, mainly when you see someone trying to steal the current. The people who steal the current are our main problem. They cause so much problems for us.

Alan Davis
25-16-19

- Moses: "Yes I think so myself."
- Kebbeh: " I am telling you. Number one, the people who steal current make those who pay the bills to pay two times. You pay for yourself and the person who steals the current, because they don't pay. So we need to let LEC know when you see someone stealing current in the community or connecting people on the side, even if the person doing it is a LEC worker.

Two, the people who steal current spoil the transformers and meters that LEC put up to give out current. Every transformer or meter has a set number of connections. The people who steal current connect more people to the transformer, giving it more load than it can hold. So, the transformer blows up and sometimes some people meters spoil.

Kebbeh: Listen to what the President fo Liberia said about what stealing current is doing to LEC (**George Weah stop power theft sound bite**)

- Moses: "As we speak, LEC does not have money to buy more transformers and meters, so we all need to help LEC take care of the few transformers and meters used to connect people. LEC is working with the Millennium Challenge Corporation (MCC), the US Government agency that provided the grant to support Liberia`s energy and road sectors and the Millennium Challenge Account-Liberia (MCA-L), the government of Liberia office that is managing the US Government support to Liberia. They are buying connection materials, like transformers, meters, wires, electric poles, digger truck so that LEC will connect more people to the grid. LEC itself does not have money, because people are stealing the current.
- Tamba: "What they call grid again?"
- Moses: "grid is the electric line(s) that links electricity producer or suppliers with the consumers/end users. For example, the line from the Mt. Coffee Hydro or from Bushrod Island sub-station to the customers. Current from the hydro that LEC gives out is cheaper than current from the generator. And with more stable and cheaper current, more businesses will make profit, grow more quickly and employ more people.
- Kebbeh: "Talking about Mt. Coffee Hydro, I hear it is not only important for electricity oooo?"
- Moses: "you are right. Mt Coffee Hydro has already been built with the help of four of Liberia`s partners, including the European Union, the

*Phyllis
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governments of Germany and Norway and the Millennium Challenge Corporation, MCC. In fact, MCC was the highest donor, providing up to forty percent of about US 350 million, the total cost for fixing the hydro. But yes, the Hydro also helps to provide safe drinking water. The Liberia Water & Sewer Corporation (LWSC) and the Millennium Challenge Account-Liberia (MCA-L) are working to build a 48-inch pipeline. It will run from Mt Coffee to the Water Treatment Plant. The Pipeline will help provide more water to about one million people in Monrovia because it's bigger than the pre-war 36-inch pipeline.

Don't let me forget about the people who steal current. The other bad thing that they do – I am talking people who steal current, is that they do wrong connections that can cause fire that sometimes kill people and damage properties, because they are not trained to do connections.

This is why the Millennium Challenge Account-Liberia (MCA-L), the same group I talked about just now is supporting the Liberia Electricity Regulatory Commission (LERC) that will monitor all electricity issues in the country including setting, monitoring and enforcing safety standards in all aspects of electricity from supply to usage. The LERC will also make sure that people stealing current will be arrested and taken to court because stealing current can cause fire, kill people and make LEC and the government to lose plenty money. LERC will also make sure that electricity training schools train their students based on set safety standards.

When we have many more trained and good people working for LEC, they will make the company grow to make more money and provide better services.

- Tamba: "That better service you talk about is important. It hard to get to LEC main office in Waterside from all the way Yagba Town. And sometimes when you call you don't get through or you get no response from LEC.
- Kebbeh: "You are right. Better customer service will help LEC grow.

Tamba: "So what are they doing about it?"

Kebbeh: "LEC is working with the MCA-L to fix the LEC customer service at LEC head office in Water side to make it more customer friendly and put in modern telephone system that will allow more than 10 calls at the same time to allow LEC keep on the line with its customers.

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LEC and MCA-L are working to also build a new customer service center somewhere in the town that people who cannot get to Waterside can go to.

A message from the Liberia Electricity Corporation (LEC), Liberia Water and Sewer Corporation (LWSC), Liberia Electricity Regulatory Commission (LERC) and the Millennium Challenge Account-Liberia with funding from the USG through the Millennium Challenge Corporation (MCC)

Don Jones
05-06-19

Sample 2. LERC Jingle

Saymah and Taywah, two neighbors, are sitting in front of Saymah`s house in the community. Tamba walks to them to talk about his preparation to improve his community current business. Taywah complains about the confusion in the current supply sector. And Saymah explains the role of the Liberia Electricity Regulatory Commission and the Operator Census

Tamba: "your helloooo"

Saymah and Taywah: hellooo Tamba. You lostoooo. We stop seeing you for sometime in the community.

Tamba: " I have been busy these few days trying to find ways to build a new generator house, buy some sticks and wires to improve my community current business. There are two other people in the community also providing current now to some people.

Taywah: "yes Tamba, I really don't understand the way you're doing the whole current business in the community and even in the country. You pass so, so so generators beating all over the community, wires crossing over each other, sticks with wires bending here and there. No body know who is providing what kind of current, who is watching the suppliers and in case of anything who do you go to.

Saymah: "This is a very serious problem. Taywah. "But, I can tell you that the government of Liberia itself is concerned."

Taywah: "so what are they doing na?"

Saymah: "In 2015, the Government passed a law, called the Electricity Law of Liberia. In that law, the government created the Liberia Electricity Regulatory Commission, LERC, a new government office. The LERC will oversee all current businesses, including LEC in the country. LERC will register give license to anyone who wants to supply current to people. LERC will set the price for the current. LERC will set and enforce technical and safety standards and will receive and investigate complaints of any wrongdoing against electricity customers. LERC will also try to make sure that the current supplier business is safe and reasonably profitable and will make sure that the working environment or condition for both the current supplier and the customers is fine.

Shirley Jones
25-06-19

Taywah: "Yesssss, but what are they doing now with all this?"

Saymah: "The first thing LERC plans to do is to get information about all those supplying current in the country, whether you are selling current, whether you supplying it free to your workers or you supplying your own house. LERC is

sending people around to do what they call Operator Census. Operator Census means they will collect the supplier's names, address, contacts and the amount of current supplied. With this information, LERC will be able to decide the suppliers they will work with. The people who will take down the names, addresses, contacts and amount of current supplied will be coming around beginning May 9, 2019. The government of Liberia is asking all those supplying current to people in the country to please help work with the LERC people to take down the names, addresses and contacts of current suppliers and the amount of current they supply. Once LERC get this information, the commission will put together rules that will help everybody, including both current supplier and customers be safe and enjoy their current. "

Saymah, Taywah and Tamba: "LERC OPERATOR CENSUS PEOPLE YOUR WELCOME0000000"

A message from the Millennium Challenge Account-Liberia in support of Liberia Electricity Regulatory Commission with funding from the USG through the Millennium Challenge Corporation (MCC)

NB: *All products shall be original, creative and focused to deliver the message effectively.*

*Alfred Jacobs
25-06-19*

Annex 2

Quotation Submission Form (to be completed by the supplier (Items 1-4)

Production and Delivery of Promotional Materials (Fliers & Reports) and Radio Jingles in two (2) Lots for Creation of Awareness on MCA-Liberia's Activities

Bidder's Name: _____

Date: _____

1. Schedule of Production & Delivery of the Goods

Description of Goods	Production and Delivery Date (DD) (number of calendar days after the Effective Date of the Purchase Order Agreement)		
	Earliest DD	Latest DD	Suppliers DD
Production and Delivery of Promotional Materials (Fliers & Reports) and Radio Jingles in two (2) Lots for Creation of Awareness on MCA-Liberia's Activities Lot 1 - Production and Delivery of Promotional Materials (Fliers and Reports) Lot 2 - Production and Delivery of Radio Jingles	30 days after the Effective Date of the Purchase Order Agreement	45 days after the Effective Date of the Purchase Order Agreement	

2. Replacing Defective Goods

Waiting Period for Replacing Defective Goods			
No.	Requirement of Replacement	Requirement	Supplier's Proposed Replacement Time
1	Period (calendar days) for replacement of faulty products/goods	Thirty (30) calendar days maximum	

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3. Quotation Price

#	Description	Warranty Duration (1- year Minimum)	Qty	Taxes	Total Price USD
1	Lot 1 - Production and Delivery of Promotional Materials (Fliers and Reports)	NA	Lot		
2	Lot 2 - Production and Delivery of Radio Jingles		Lot		
Total					

Important information for bidders:

1. Quote the rate for the item and any tax and duties to be paid should be stated separately in the space provided.
2. The unit rate of the item must include all costs like freight, loading, unloading, insurance of goods up to the final destination point of delivery and the cost of delivery to final destination as well. The cost of delivery will not be paid separately.
3. The currency of the quotation should be US Dollars.
4. Please provide the warranty or Guaranty details clearly.
5. Day means a calendar day and Week equals 7 Days.
6. Please quote the delivery duration you are proposing to deliver the goods and services.
7. The supplier has three days (3) to sign the Purchase Order Agreement from the date of receipt.

Our grand total includes all costs needed to provide the goods as per the requirement in the Request for Quotation.

Our Quotation is valid for 90 days from the date of Submission.

We are attaching herewith the documentary proof in support as authorization for the person signing the quotation (**Attached Letter of Authorization Accordingly**).

Our full valid contact details are attached including our email address.

Name of the Person Authorized to Sign the Quotation: _____

Position of the signatory in Organization: _____

Signature of the Authorized Person with Date: _____

Physical Address: _____

Alvin Jacobs
05-06-19

4. Lot-wise Price Schedules

A. Lot 1 – Production and Delivery of Promotional Materials (Fliers and Reports)

Item #	Description of Goods	Quantity (Numbers)	Unit Price USD	Total Price Excluding GST/VAT USD	GST/VAT USD	Total Amount including GST/VAT USD
1	Fliers & Reports					
	a. Produce One-Page Flyer (half sheet standard size, 5.5 by 8.5 inches), properly branded with MCC and MCA-L logos that promotes MCA-Land Ministry of Gender, Children and Social Protection support to establish gender units in select govt agencies and equip them in accordance with Annex 1.	5,000				
	b. Produce One-Page Flyer (half sheet standard size, 5.5 by 8.5 inches), properly branded with MCC, MCA-L and LERC logos that promotes MCC/MCA-L support to stand up the LERC in accordance with Annex 1.	5,000				
	c. Produce 25-page quarterly (Jan, Feb Mar 2019) project implementation progress report/newsletter (550 to 600px), properly branded with MCC and MCA-L logos that provides implementation updates about MCC/MCA-L and partners' support to implement MCC compact projects in Liberia in accordance with Annex 1.	250				
	d. Produce One-Page Flyer (half sheet standard size, 5.5 by 8.5 inches), properly branded with MCC, MCA-L and LWSC logos that promotes the Raw Water Pipeline in accordance with Annex 1.	5,000				
GRAND TOTAL						

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B. Lot 2 – Production and Delivery of Radio Jingles

Item	Description of Goods	Warranty Duration (1 year Minimum)	Quantity (Numbers)	Unit Price USD	Total Price Excluding GST/VAT USD	GST/VAT USD	Total Amount including GST/VAT USD
1	Radio Jingles						
	a. Produce 60-second dramatized jingle on MCC/MCA-L support to provide access to reliable and affordable electricity in Liberia in accordance with Annex 1.		1				
	b. Produce a 60 second dramatized jingle to raise awareness about the Operator Census for the Liberia Electricity Regulatory Commission (LERC) under the energy project in accordance with Annex 1.		1				
GRAND TOTAL							

Alfreda
08-06-19

Annex 3

PURCHASE ORDER AGREEMENT

SPECIFIC TERMS OF THIS PURCHASE ORDER AGREEMENT:

- 1) In accordance with your quotation dated [INSERT DATE] with the reference number [insert reference number], you are required to supply to MCA-Liberia (the "Purchaser") the items as detailed below (the "Goods"):

#	Description	Warranty Duration (1-year Minimum)	Qty	Taxes	Total Price USD
1	Lot 1 - Production and Delivery of Promotional Materials (Fliers and Reports)	NA	Lot		
2	Lot 2 - Production and Delivery of Radio Jingles		Lot		
Total					

A. Lot 1 – Production and Delivery of Promotional Materials (Fliers and Reports)

Item #	Description of Goods	Quantity (Numbers)	Unit Price USD	Total Price Excluding GST/VAT USD	GST/VAT USD	Total Amount including GST/VAT USD
1	Fliers & Reports					
	a. Produce One-Page Flyer (half sheet standard size, 5.5 by 8.5 inches), properly branded with MCC and MCA-L logos that promotes MCA-Land Ministry of Gender, Children and Social Protection support to establish gender units in select govt agencies and equip them in accordance with Annex 1.	5,000				
	b. Produce One-Page Flyer (half sheet standard size, 5.5 by 8.5 inches), properly branded with MCC, MCA-L and LERC logos that promotes MCC/MCA-L support to stand up the LERC in accordance with Annex 1.	5,000				

Signed
25-06-19

Item #	Description of Goods	Quantity (Numbers)	Unit Price USD	Total Price Excluding GST/VAT USD	GST/VAT USD	Total Amount including GST/VAT USD
	c. Produce 25-page quarterly (Jan, Feb Mar 2019) project implementation progress report/newsletter (550 to 600px), properly branded with MCC and MCA-L logos that provides implementation updates about MCC/MCA-L and partners' support to implement MCC compact projects in Liberia in accordance with Annex 1.	250				
	d. Produce One-Page Flyer (half sheet standard size, 5.5 by 8.5 inches), properly brand with MCC, MCA-L and LWSC logos that promotes the Raw Water Pipeline in accordance with Annex 1.	5,000				
GRAND TOTAL						

B. Lot 2 – Production and Delivery of Radio Jingles

Item #	Description of Goods	Warranty & Guarantee Duration (1year Minimum)	Quantity (Numbers)	Unit Price USD	Total Price Excluding GST/VAT USD	GST/VAT USD	Total Amount including GST/VAT USD
1	Radio Jingles						
	c. Produce 60-second dramatized jingle on MCC/MCA-L support to provide access to reliable and affordable electricity in Liberia in accordance with Annex 1.		1				
	d. Produce a 60 second dramatized jingle to raise awareness about the Operator Census for the Liberia Electricity Regulatory Commission (LERC) under the energy project in accordance with Annex 1.		1				
GRAND TOTAL							

Alumbacab 25-06-19

- 2) **Purchase Order Sum:** The Purchase Order Sum owed to the Supplier is the Total Price of [INSERT AMOUNT], which excludes GST/VAT. This amount shall not be subject to any escalation, additional charges or any other increases of whatsoever description.
- 3) **Completion Period:** In strict accordance with the terms of this Purchase Order Agreement, the Supplier shall satisfactorily deliver the Goods within [INSERT AMOUNT] calendar days of the Effective Date of this Purchase Order Agreement. The Supplier understands and agrees that time is of the essence with respect to the delivery.
- 4) **Warranty:** The Supplier warrants to the Purchaser that the Goods covered by this Purchase Order Agreement will strictly comply with the specifications, drawings, and other descriptions identified in this Purchase Order Agreement and will be new, of good quality, of good materials, design and workmanship, free from defects, and will fulfill the purposed for which the Goods were purchased. The warranty period is [INSERT AMOUNT] year (the "Warranty Period") as of the date of the Acceptance Letter. The Supplier shall produce a document (the "Warranty Document") committing itself to the Warranty Period during which all repairs will be at no cost to the Purchaser. The Warranty Document will also state that there shall be a maximum period of [INSERT AMOUNT] calendar days, as of the date the Purchaser notifies the Supplier of the defect, for the Supplier to replace the defective goods. The Warranty Document shall be signed and stamped by the Supplier's Authorized Representative as named in Article Seven (7). This document shall remain in force for the full Warranty Period. The Supplier shall provide the Purchaser with the Warranty Document within three (3) business days of the date on which the Goods are fully delivered. All repair and replacement shall themselves be subject to the foregoing warranty and obligations for a period of twelve (12) months from the completion of such repair or replacement.
- 5) **Delivery Point:** The supplier is responsible for the delivery of the items in **Lot 1 and Lot 2** to the MCA-Liberia Office, F&F Building, 63 United Nations Drive, Mamba Point, Monrovia including all costs within the Purchase Order Sum. The Goods are to be delivered to the following address of MCA-L.

MCA-Liberia
F&F Building
63 United Nations Drive
Mamba Point, Monrovia
Liberia

The Supplier shall deliver all Goods prior to the aforementioned due date and at the Delivery Point specified in this Purchase Order Agreement. If the Goods are incorrectly delivered, the Supplier will be responsible for any additional expense incurred in delivering them to their correct destination. The delivery will not be deemed completed until the Supplier has complied in full with the shipping and delivery requirements detailed in this Purchase Order Agreement.

- 6) **Purchase Order Managers:** The Supplier and Purchaser shall each appoint a member of staff who shall be responsible for the routine management of this Purchase Order Agreement.

Handwritten signature
05-06-19

For Purchaser:

MILLENNIUM CHALLENGE ACCOUNT LIBERIA

F & F Building, 2nd Floor

63 United Nations Drive

Mamba Point, Coconut Plantation

Monrovia

Liberia

Email: -----

Email: -----

Purchaser may, in writing, designate an additional Purchase Order Manager.

For Supplier : [INSERT CONTACT INFORMATION]

Email: [INSERT EMAIL ADDRESS]

- 7) **Notices:** Any official notice, consent, approval or other communication that is unrelated to the routine management of this Purchase Order Agreement shall be in English and in writing and shall be delivered to the below named Authorized Representative of each party as follows:

To Purchaser:

ATTN: **Monie R. Captan**

Chief Executive Officer

MILLENNIUM CHALLENGE ACCOUNT LIBERIA

F&F Building, 2nd Floor

63 United Nations Drive

Coconut Plantation, Mamba Point

Monrovia, Liberia

Email: captanm@mca.gov.lr

(With a copy to Purchase Order Manager: -----)

To Supplier : [INSERT CONTACT INFORMATION]

Email: [INSERT EMAIL ADDRESS]

*Alwyn Paul
25-06-19*

- 8) **Payment Condition:** Purchaser shall be obligated to pay 100% of the Purchase Order Sum **within thirty (30) calendar days** of the date of its Acceptance Letter. The following documentation are necessary for Purchaser to make payment:

- i). An original and two copies of the Invoice;

- ii). A delivery note evidencing receipt of the Goods (MUST be signed and stamped by MCAL's Purchase Order Manager showing proof of delivery under the terms of this Purchase Order Agreement);
- iii). Warranty Document
- iv). The Acceptance Letter

The title to the Goods passes to the Purchaser upon the issuance of the Acceptance Letter. Supplier must furnish items i-iii before the Purchaser will issue an Acceptance Letter.

9) **Invoicing:** The Tax Invoice must include the following information:

- Invoice number
- Invoice date
- GST/VAT registration number/Tax ID (for Liberian companies and individuals)
- Price excluding GST/VAT
- GST/VAT payable
- Total amount including GST/VAT

For payment by direct bank transfer (Electronic Funds Transfers), please include the following details on the face of the invoice: bank account name (which must be the same as the company/individual's name on the invoice), name of bank, branch, bank account number, BBAN/IBAN number and SWIFT Code. For a USA based bank account, also include the payee's USA Tax ID, ACH Routing number and recipient's street address.

The Invoice(s) MUST be submitted or couriered as follows:

ATTN: -----

Director of Finance and Administration

Millennium Challenge Account-Liberia

F&F Building, 2nd Floor

63 United Nations Drive

Mamba Point, Coconut Plantation

Monrovia, Liberia

Email: -----

Any amount due to the Supplier shall be made payable to [INSERT PAYEE].

Shirley Jacobs
05-06-19

- 10) **Tax Exemption:** In compliance with Section 2.6 of the Millennium Challenge Compact (the "Compact") and the Tax Schedules contained in Annex II of the Program Implementation Agreement (the "P.I.A."), both agreements having been entered in by the United States of America, acting through the Millennium Challenge Corporation, and the Republic of Liberia, acting through the Ministry of Finance and Development Planning, and subsequently ratified by the National Legislature and approved by the President, thereby giving them the force of a treaty, thusly governed by international law, the Purchaser is exempt from any and all taxes that may be applied to any payment that it makes to the Supplier.

In accordance with the PIA, income derived from this Purchase Order Agreement by the Supplier, that would otherwise be considered taxable due to residency in Liberia, shall not be subject to Liberia's corporate income tax. Except as may be exempt pursuant to the Compact, the Supplier (including its associates, if any), sub-suppliers, and their respective personnel may all be subject to certain taxes (as defined in the Compact) under applicable law (now or hereafter in effect). The Supplier, (including its associates, if any), sub-suppliers and their respective personnel shall pay all such taxes. In the event that any taxes are imposed on the Supplier, its associates, sub-suppliers, or their respective personnel, the price of this Purchase Order Agreement shall not be adjusted to account for such taxes. The Purchaser shall have no obligation to pay or compensate the Supplier, its associates, sub-suppliers, or their respective personnel for any taxes.

- 11) **Compliance with the Compact:** Any payments made under this Purchase Order Agreement are subject, in all respects, to the terms and conditions of the Millennium Challenge Compact ("Compact") and related documents, including restrictions on the use, and condition to disbursement, of MCC Funding.
- 12) **Termination:** If the Supplier, in the judgment of the Purchaser or MCC, fails to perform its obligations relating to the use of funds set out in ANNEX ONE, Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Supplier repay any and all funds so misused within a maximum of thirty (30) days after termination.

If the Supplier fails to deliver or perform any or all of the Goods or Related Services within the period specified in this Agreement, or within any extension thereof granted by the Purchaser. Termination under this provision shall become effective immediately upon the expiration of thirty (30) days after delivery of the notice of termination or such later date as may be specified by the Purchaser. In the event the Purchaser terminates this Purchase Order Agreement in whole or in part, pursuant to this sub-paragraph, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of this Purchase Order Agreement to the extent not terminated.

If the Supplier does not remedy a failure to perform any of its other obligation under this Agreement (other than a failure contemplated in the above sub-paragraphs) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the Purchaser. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days or such later date as may be specified by the Purchaser.

If, as the result of an event of Force Majeure, the Supplier is unable to perform a material portion of its obligations 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 Purchaser.

If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 31 below. Termination under this provision shall become

effective upon the expiration of thirty (30) days after deliver of the notice of termination or on such later date as may be specified by the Purchaser.

If the Supplier (or any Subcontractor or any of their respective personnel), in the judgment of the Purchaser, has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive, or prohibited practices in competing for or in the performance of this Contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.

- 13) **Failure to Perform:** If the Supplier delivers the wrong quality or quantity of Goods or otherwise delivers Goods that do not conform with the requirements of this Purchase Order Agreement, then without prejudice to any other rights which the Purchaser may have against the Supplier, the Purchaser may, within a reasonable time from delivery, reject the Goods. Any noncompliance on the part of the Supplier is deemed a material breach of this Purchase Order Agreement.
- 14) **Title and Risk of Loss:** The Supplier warrants to the Purchaser that the Supplier will provide good and unencumbered title for all Goods under this Purchase Order Agreement. The risk of loss for the Goods shall remain with the Supplier up until the date of the Purchaser's Acceptance Letter.
- 15) **Liquidated Damages:** The Supplier agrees that failing to fully deliver the Goods or to perform within the period(s) specified in this Purchase Order Agreement, the Purchaser shall, without prejudice to its other remedies under this Purchase Order Agreement, deduct from the Purchase Order Sum, as liquidated damages, a sum equivalent to half of percent (0.5%) of the Purchase Order Sum for each day of delay in satisfactorily delivering and installing the Goods, up to a maximum deduction of ten percent (10%) of the Purchase Order Sum. Once the maximum is reached, the Purchaser may consider cancelling this Purchase Order Agreement. Whether or not the Purchaser, for any justifiable reason, elects to cancel this Purchase Order Agreement, the Supplier shall remain obligated to pay the Purchaser the accrued liquidated damages.
- 16) **Delivery Inspection:** The Goods will be inspected at the Delivery Point by the Purchaser's Purchase Order Manager. After inspection, if the Purchaser's Purchase Order Manager deems any delivery of the Goods to not be in strict accordance with the terms and conditions hereof, that nonconformity shall serve as a justifiable ground to reject the delivery and cancel this Purchase Order Agreement with no obligation to pay or compensate the Supplier. The Purchaser shall either provide the Supplier with a Letter of Rejection or Letter of Acceptance.
- 17) **Force Majeure:** Neither the Purchaser nor the Supplier shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, war, and fire, provided that the party claiming force majeure shall within ten (10) calendar days from the beginning of such force majeure event notify the other party in writing of the occurrence of the force majeure event and its effect on performance; and provided further that the party claiming force majeure shall take reasonable measures to mitigate the potential impact of the force majeure event on its performance under this Purchase Order Agreement. If the force majeure delay persists

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for more than sixty (60) calendar days, the other party against whom force majeure was invoked may, without liability on its part, terminate this Purchase Order Agreement.

- 18) **Indemnification:** The Supplier shall protect, defend, indemnify, and hold the Purchaser and its directors, staff members, agents and representatives harmless from and against any damage, demands, causes of action, loss, cost or liability including reasonable attorney fees, for injuries or damage to persons or property arising from acts of omission or commission of the Supplier, and (where applicable) its employees, agents or subcontractors, however caused..
- 19) **Amendments:** No amendments or modifications of any of the terms or provisions of this Purchase Order Agreement shall be binding on the other Party, unless in writing and signed by an authorized representative of both Parties.
- 20) **Waiver:** No waiver by either the Supplier or the Purchaser of any one or more defaults of the other Party in the performance of this Purchase Order Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 21) **Assignment:** Neither Supplier nor Purchaser may assign or otherwise transfer any of their rights under this Purchase Order Agreement without the prior written consent of the other Party. Any assignment not expressly permitted hereunder shall be null and void and have no force or effect.
- 22) **Entire Instrument:** This Purchase Order Agreement, including annexes, embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein. This instrument supersedes all previous communications, representations, agreements, negotiations, or understanding whether verbal or written between the Parties.
- 23) **Relationship:** Nothing contained in this Purchase Order Agreement shall be construed as establishing or implying any partnership or joint venture between the Purchaser and the Suppliers and nothing in this Purchase Order Agreement shall be deemed to construe either of the Parties as the agent of the other.
- 24) **Severability:** If any term or provision of this Purchase Order Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this Purchase Order Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 25) **Annex:** The Annexes to this Purchase Order Agreement constitute an integral part of this Agreement.
- 26) **Priority of Documents:** In the event of any discrepancy or inconsistency between the documents that comprise this Purchase Order Agreement, the terms and conditions of the main body of this Purchase Order Agreement shall prevail.
- 27) **Anti-Trafficking in Persons:** MCC has a zero-tolerance policy about Trafficking in Persons. Trafficking in Persons ("TIP") is the crime of using force, fraud, and/or coercion

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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. 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>). The Parties shall therefore strictly comply with the herein referenced policy.

- 28) **Governing Law:** the validity, interpretation and enforcement of this Purchase Order Agreement shall be governed by and construed in accordance with the laws of the Republic of Liberia.
- 29) **Counterparts:** This Purchase Order Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered electronically, whether by email or any other electronic transmission, shall have the same force, validity and effect as the originals thereof.
- 30) **Effective Date:** Date of the last signature below shall be the Effective Date of this Purchase Order Agreement.

For Purchaser:

For Supplier:

.....
Mr. Monie R. Captan
Chief Executive Officer

.....
[INSERT NAME]
[INSERT TITLE]

Date: _____

Date: _____

Alan Jacob
05-06-19

ANNEX ONE
MILLENNIUM CHALLENGE CORPORATION GENERAL PROVISIONS

The Supplier shall comply with (i) this Millennium Challenge Corporation (the “MCC”) General Provisions Annex and (ii) any instruction received by the Supplier from MCC regarding the compliance with the terms of this General Provisions Annex notwithstanding any other instruction given by the MCAL. MCAL shall have the right to terminate this BPO if the Supplier fails to comply with this General Provisions Annex or any such instruction of MCC.

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the BPO to which this Annex is attached (the “*Agreement*”) and that certain Millennium Challenge Compact by and between the United States of America, acting through MCC, and the Government of Liberia, acting through the Ministry of Finance and Development Planning (the “*Government*”), as may be amended from time to time.

The Government is acting through MCAL, the legal entity established by the Government as responsible for the oversight and management of the implementation of the Compact on behalf of the Government (the “*MCA Entity*”), and has received a grant from MCC pursuant to the Compact, of which it intends to apply a portion of the proceeds of the Compact to eligible payments under this Agreement, provided that (i) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (ii) MCC shall have no obligations to Supplier (for the purposes of this Annex, the “*Contract Party*”) under the Compact or this Agreement, (iii) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (iv) no party other than the MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

MCC Status; Reserved Rights; Third-Party Beneficiary

1. *MCC Status.* MCC is a United States government corporation acting on behalf of the United States government in the implementation of the Compact. As such, MCC has no liability under this Agreement, and is immune from any action or proceeding arising under or relating to this Agreement. In matters arising under or relating to this Agreement, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.
2. *MCC Reserved Rights.*
 - a. Certain rights are expressly reserved to MCC under this Agreement, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Agreement, as well as any amendments or modifications hereto, and the right to suspend or terminate this Agreement.
 - b. MCC, in reserving such rights under this Agreement, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Agreement.
 - c. MCC may, from time to time, exercise its rights, or discuss matters related to this Agreement with the parties to this Agreement, the Government or the MCA Entity, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.

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- d. Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the MCA Entity, MCC or any other person or entity from asserting any right against the Contract Party, or relieve the Contract Party of any Liability, which such entity might otherwise have to the MCA Entity, MCC, or any other party. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, Affiliate, contractor, agent or representative.

3. *Third-Party Beneficiary.* MCC shall be deemed to be a third party beneficiary under this Agreement.

Limitations on the Use or Treatment of MCC Funding.

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

Procurement.

The Contract Party shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Agreement shall be consistent with the general principles set forth in Section 3.6 of the Compact and in the Procurement Guidelines. The Contract Party shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity.

Reports and Information; Access; Audits; Reviews.

1. *Reports and Information.* The Contract Party shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by Sections 3.8(a) and (b) of the Compact, and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact. The provisions of Section 3.8(a) and (b) of the Compact that are applicable to the Government shall apply, *mutatis mutandis*, to the Contract Party as if such Contract Party were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.
2. *Access; Audits and Reviews.* The Contract Party shall permit such access, audits, reviews and evaluations as provided in the Compact. The provisions of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Contract Party as if such Contract Party were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.

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3. *Application to Providers.* The Contract Party shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other Providers in connection with the Agreement. A summary of the applicable requirements may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf

Compliance with Anti-Corruption Legislation.

The Contract Party shall ensure that no payments have been or will be made by such Contract Party to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Agreement in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws. The Contract Party affirms that no payments have been or will be received by any official, employee, agent or representative of such Contract Party in connection with this Agreement in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws.

Compliance with Anti-Money Laundering Legislation.

The Contract Party shall ensure that MCC Funding pursuant to this Agreement is not used for money-laundering activities and, to that end, shall comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by the Contract Party, MCC, the MCA Entity, the Fiscal Agent, the Procurement Agent, or the Bank.

Compliance with Terrorist Financing Statutes and Other Restrictions.

1. The Contract Party shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that 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, “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.
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

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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.

Publicity, Information and Marking.

The Contract Party shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Agreement, including identifying Program activity sites and marking Program Assets as goods, services, and works funded by the United States, acting through MCC, *provided*, any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Contract Party shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

*Shirley
05-106-19*

Insurance.

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

Conflict of Interest.

The Contract Party shall ensure that no person or entity shall participate in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Agreement and MCC the conflict of interest and, following such disclosure, the parties to this Agreement agree in writing to proceed notwithstanding such conflict. The Contract Party shall ensure that no person or entity involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time.

Inconsistencies.

In the event of any conflict between this Agreement and the Compact and/or the Program Implementation Agreement, the term(s) of the Compact and/or the Program Implementation Agreement shall prevail.

Other Provisions

The Contract Party shall abide by such other terms or conditions as may be specified by the MCA Entity or MCC in connection with the Agreement.

Flow-Through Provisions.

In any subcontract or subaward entered into by the Contract Party, as permitted by the Agreement, the Contract Party shall ensure the inclusion of all the provisions contained in this Annex.

Alen Jacobs
05-06-19

ANNEX TWO
TECHNICAL SPECIFICATIONS

*Shirley
05-06-19*

ANNEX THREE
[INSERT SUPPLIER'S NAME] Quotation

*Shirley Jacob
05-06-19*

ANNEX FOUR
REQUESTED CLARIFICATION AND RESPONSES

*Shirley
05-06-19*