



GOVERNMENT OF JAMAICA

MINISTRY OF SCIENCE ENERGY AND TECHNOLOGY

REQUEST FOR PROPOSALS

ENERGY EFFICIENCY AND CONSERVATION PROGRAMME

RFP: MSET-EECP - 048

**PROVISION OF COMMUNICATION AND PUBLIC
EDUCATION CONSULTANCY SERVICES**

July 2016

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REQUEST FOR PROPOSALS
RFP # [MSET-EECP- 048](#)

Project Name: Energy Efficiency Conservation Programme

Title of Consulting Services: PROVISION OF COMMUNICATION AND
PUBLIC EDUCATION CONSULTANCY SERVICES

Section 1. Invitation to Bids

**MINISTRY OF SCIENCE, ENERGY & TECHNOLOGY (MSET)
ENERGY EFFICIENCY AND CONSERVATION PROGRAMME
FUNDED BY THE GOVERNMENT OF JAMAICA
Request for Proposals (RFP) MSET-EECP-048**

The Government of Jamaica has allotted funds from its 2016/2017 budget for consulting services under the Energy Efficiency and Conservation Programme (EECP) within the Ministry. The main objective of this programme is to enhance Jamaica's Energy Efficiency (EE) and Energy Conservation (EC) potential through the design and implementation of cost saving Energy Efficiency (EE) and Energy Conservation (EC) measures in the public sector.

The Ministry of Science, Energy and Technology now invites proposals from eligible and qualified consultants for: **the Provision of Communication and Public Education Consultancy Services.**

The MSET seeks qualified individuals or firms who will assist with the wide-scale implementation of the Communication and Public Education Programme, which comprises two sub-components:

Sub Component I: activities to increase awareness among the public and private sector regarding EE and EC cost and benefits; including implementing the Energy Champion Competition

Sub Component II: workshops and seminars on EE and EC procurement and EE and EC management for private and public stakeholders

It is expected that through technical and behavioural changes, there will be a decrease in electricity use across the targeted group.

The **specific objective of this consultancy** is to design and implement an effective communications and public awareness programme for energy efficiency and conservation within the public sector of Jamaica and coordination of the Energy Champion Competition.

The firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP. This is in accordance with the Government of Jamaica Procurement Guidelines detailed in the GOJ Procurement Manual 2014, which can be found at the following website: <http://mof.gov.jm/procurement/revised-handbook-of-public-sector-procurement-procedures.html>.

Required Qualification and Experience

The successful firm/ individual shall;

- have a minimum of ten (10) years' work experience in area of public relations and/or communications.
- have a good understanding of the machinery of government.
- have extensive experience in events management, convening of seminars, workshops, focus groups.
- have a working knowledge of energy efficiency and access to specialists in this area.
- have specialisation in culture change for energy efficiency and conservation in organizations.
- have specialisation in energy efficient procurement, introduction to total cost of ownership, energy economics as part of decision-making.
- have specific experience in the coordination of the launch of media campaigns, products of national or international importance.

- have knowledge of the Government of Jamaica’s procurement policy and procedures.
- be in possession of a valid Tax Compliance Certificate (TCC) {for domestic firms only on submission of proposals}.

Selected staff of selected firms shall:

- possess Bachelor’s Degree or above in Mass Communication or equivalent
- be fluent in English

RFP Details

Availability of RFP: On request from the MSET-PEU
Deadline for submission: **Wednesday, August 31, 2016** at or before 3:00 pm.
Location for submission: Receptionist Area, Second Floor,
Ministry of Science, Energy and Technology

Interested eligible consultants may obtain further information between the hours of 10:00 am to 4:00 pm, Mondays to Fridays from the,

Energy Efficiency Conservation Programme Ministry of Science, Energy and Technology
PCJ Building, 36 Trafalgar Road
Kingston 10, Jamaica,
Tel: 876-929-8990-9 or 876-754-6355
Fax: 876-754-6351
E-mail: eecp@mstem.gov.jm

Proposals will be opened in the presence of the consultant’s representatives who choose to attend at the address below at 3:15pm on **Wednesday, August 31, 2016**.

Energy Efficiency Conservation Programme
Ministry of Science, Energy and Technology
PCJ Building, 36 Trafalgar Road
Kingston 10, Jamaica, West Indies

Late proposals will be rejected.

Section 2. Instructions to Consultants

Definitions

- a. “Procuring Entity” means the agency with which the selected Consultant signs the Contract for the Services.
- b. “Consultant” means any entity or person that may provide or provides the Services to the Procuring Entity under the Contract.
- c. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d. “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- e. “Day” means calendar day.
- f. “Government” means the Government of Jamaica
- g. “Instructions to Consultants” (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their Proposals.
- h. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Entity to the short-listed Consultants.
- i. “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- j. “Proposal” means the Technical Proposal and the Financial Proposal.
- k. “RFP” means the Request For Proposal to be prepared by the Procuring Entity for the selection of Consultants, based on the SRFP.

- l. “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Entity as a guide for the preparation of the RFP.
- m. “Services” means the work to be performed by the Consultant pursuant to the Contract.
- n. “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
- o. (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend the pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Procuring Entity’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Procuring Entity will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses

and permits needed to carry out the services, and make available relevant project data and reports.

- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

N.B. GOJ reserves the right not to award a contract to any party with whom we are currently in litigation or in the past engaged in litigation.

Conflict of Interest

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

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

Conflicting activities

- (i) A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a

Conflicting assignments

measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Entity in the privatization of public assets shall not purchase, nor advise Procuring Entities of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

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

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

termination of its Contract.

1.6.3 No agency or current employees of the Procuring Entity shall work as Consultants under their own Ministries, Departments or Agencies. Recruiting former government employees of the Procuring Entity to work for their former Ministries, Departments or Agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Procuring Entity by the Consultant as part of his technical proposal.

**Unfair
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring Entity shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

1.7 The Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a

contract, to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
- (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

- 1.8 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Origin of Goods and Consulting Services**
- 1.9.1 Goods supplied and Consulting Services provided under the Contract may originate from any country except where:
- the procurement is covered under a Free Trade Agreement
 - a multilateral funding agency policy which limits the origin.
 - the procurement is limited to local consultants
- Only one Proposal**
- 1.10 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity**
- 1.11 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and Amendment of RFP**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or

Documents

by standard electronic means to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Procuring Entity may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Procuring Entity, shall be written in the language (s) specified in the Data Sheet.

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

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

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Procuring Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall

act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

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

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

- (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Procuring Entity's national language.

Technical Proposal Format and Content

- 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4

or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Procuring Entity as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Procuring Entity (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para.

3.4 (c) (ii).

- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial

information may be declared non responsive.

Financial Proposals

- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Procuring Entity under the Contract. The Procuring Entity will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

In accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures November, 2008 (<http://www.mof.gov.jm>) the Bidder shall have to demonstrate that they have paid such taxes, duties, fees and other impositions as may be levied in Jamaica.

- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Procuring Entity may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

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

4. Submission, Receipt, and

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall

Opening of Proposals

contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be deposited in the TENDER BOX provided at the address referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 3:00 PM WEDNESDAY, AUGUST 31, 2016". The Procuring Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not

submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Procuring Entity after the deadline for submission shall be returned unopened.

4.6 The Procuring Entity shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Entity in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

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

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

- 5.4 After the technical evaluation is completed the Procuring Entity shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. Where possible the financial proposals should be opened publicly. In this case, the **Procuring Entity shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, of the date, time and location for opening of the Financial Proposals.** The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial

score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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| 6. Negotiations | 6.1 | Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Procuring Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. |
| Technical negotiations | 6.2 | Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “ Description of Services ”. Special attention will be paid to clearly defining the inputs and facilities required from the Procuring Entity to ensure satisfactory implementation of the assignment. The Procuring Entity shall prepare minutes of negotiations which will be signed by the Procuring Entity and the Consultant. |
| Financial negotiations | 6.3 | If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Procuring Entity’s |

country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Entity with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

- | | | |
|---|-----|---|
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Entity expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Procuring Entity will require assurances that the Professional staff will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Entity and the Consultant will initial the agreed Contract. If negotiations fail, the Procuring Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations the Procuring Entity shall award the Contract to the selected Consultant and publish notice of the award on its website or the respective MDB website in the case of multilaterally funded contracts. The Procuring Entity shall promptly notify all Consultants who have submitted proposals. |

After Contract signature, the Procuring Entity shall return the unopened Financial Proposals to the unsuccessful Consultants.

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

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

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	<p>Name of the Procuring Entity: Ministry of Science, Energy and Technology</p> <hr/> <p>Method of selection: <u>Quality and Cost Based Selection (QCBS)</u></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> (in separate envelopes)</p> <p>Name of the assignment is: Provision of Communication and Public Education Consultancy Services</p>
1.3	<p>A pre-proposal conference will be held: Yes <input checked="" type="checkbox"/></p> <p><u>A Pre-proposal meeting will be held on Tuesday, August 9, 2016 in the Conference Room , 2nd Floor, PCJ Building, 36 Trafalgar Road, Kingston 10 at 10:00am.</u></p> <p>The Client's representative is:</p> <p>Acting Project Manager Energy Efficiency and Conservation Unit, PCJ Building, Ministry of Science, Energy and Technology 36 Trafalgar Road, Kingston 10 Telephone: (876) 754 6355 Facsimile: (876) 754 6351 E-mail: eeep@mstem.gov.jm</p>
1.4	<p>The Procuring Entity will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> ▪ Coordinate support with all relevant stakeholders ▪ Funding for workshops and seminars. ▪ Funding of specialists not identified to be supplied under the consultancy ▪ Personnel to assist with local meeting arrangements ▪ Office accommodation
1.6.1	<p>The Procuring Entity envisages the need for continuity for downstream work: No</p>

1.12	Proposals must remain valid one hundred and twenty (120) days after the submission date.
2.1	<p>Clarifications may be requested not later than 7 days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>Acting Project Manager Energy Efficiency and Conservation Unit, PCJ Building, Ministry of Science, Technology Energy and Mining 36 Trafalgar Road, Kingston 10 Telephone: (876) 754 6355 Facsimile: (876) 754 6351 E-mail: eecp@mstem.gov.jm</p>
3.1	Proposals shall be submitted in the following language: English
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: Yes
3.3 (b)	The estimated number of professional staff-months required for the assignment is Twelve (12) executed over a period of 18 months
3.4	The format of the Technical Proposal to be submitted is: FTP
3.4 (g)	Training is a specific component of this assignment: Yes
3.6	<p>The following reimbursable expenses are applicable:</p> <p>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</p> <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, investigations and surveys;</p> <p>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p>

	<p>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any);</p>
3.7	<p>Amounts payable by the Client to the Consultant under the contract will be subject to local taxation.</p> <p>Consultants will be responsible for making their own tax payments in accordance with Jamaican law.</p> <p>Local Bidders must submit an up-to-date Tax Compliance Certificate (TCC) with their Bid Submission (Technical Proposal).</p> <p>Overseas Bidder shall present to the Procuring Entity a valid Tax Compliance Certificate.</p>
3.8	<p>Consultant to state local cost in the national currency: Yes</p>
4.3	<p>Consultant must submit the original and five (5) copies of the Technical Proposal, as well as the original and five (5) copies of the Financial Proposal.</p>
4.5	<p>The Proposal submission address is:</p> <p>Receptionist Area, Second Floor Ministry of Science, Energy and Technology 36 Trafalgar Road, Kingston 10 Telephone: (876) 754-6355 Facsimile: (876) 754-6351 E-mail: eecp@mstem.gov.jm</p> <p>Proposals must be submitted no later than the following date and time: Wednesday, August 31, 2016 on or before 3:00pm EST</p>
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are outlined below.</p> <p>PLEASE REFER TO TERMS OF REFERENCE (TOR) IN SECTION 5</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultants relevant to the assignment: [10]</p> <p>(ii) Adequacy of the proposed methodology and work plan</p>

	<p>in responding to the Terms of Reference:</p> <p>a) Technical approach and methodology [10] b) Work Plan [10] c) Organization and staffing [10]</p> <p style="text-align: right;">Total points for criterion (ii): [40]</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Team Leader [20] b) Energy Efficiency Specialist [15] c) Workshop / Focus Group Convenor [10] d) Social Media Communicator / Web Master [05]</p> <p style="text-align: right;">Total points for criterion (iii): [50]</p> <table border="1" data-bbox="421 824 1331 1234"> <thead> <tr> <th colspan="4" style="background-color: #d9ead3;">Key Professional Staff Qualification & Competence Sub Criteria</th> </tr> <tr> <th rowspan="2">Professional Qualification</th> <th colspan="3">Work Category and Years of Experience</th> </tr> <tr> <th>Work Category</th> <th colspan="2">Experience</th> </tr> </thead> <tbody> <tr> <td>Masters & Above = 20</td> <td>Public Relations = 20</td> <td colspan="2">1-5= 5</td> </tr> <tr> <td>Bachelors = 10</td> <td>New Media =5</td> <td colspan="2">>5-10 = 15</td> </tr> <tr> <td>Diploma = 5</td> <td>Web design/ Graphic Arts =5</td> <td colspan="2">>10-15 = 20</td> </tr> <tr> <td>Specilaised Training =5</td> <td>Mass Communications = 20</td> <td colspan="2">>15= 25</td> </tr> <tr> <td></td> <td>Government Services =5</td> <td colspan="2"></td> </tr> <tr> <td></td> <td>20</td> <td>55</td> <td>25</td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td>100</td> </tr> </tbody> </table> <p>Example: A Communication Specialist with a Masters degree and over 10 years' experience in Mass Communication & Public Relations would receive a score of $(80 / 100) * 15 = 12$ points i.e. $((20+20 +20+ 20)/100)*15$</p> <p>(iv) Participation by nationals among proposed key staff [10]</p> <p style="text-align: right;">Total points for the four (4) criteria: 100</p>	Key Professional Staff Qualification & Competence Sub Criteria				Professional Qualification	Work Category and Years of Experience			Work Category	Experience		Masters & Above = 20	Public Relations = 20	1-5= 5		Bachelors = 10	New Media =5	>5-10 = 15		Diploma = 5	Web design/ Graphic Arts =5	>10-15 = 20		Specilaised Training =5	Mass Communications = 20	>15= 25			Government Services =5				20	55	25	Total			100
Key Professional Staff Qualification & Competence Sub Criteria																																								
Professional Qualification	Work Category and Years of Experience																																							
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	Government Services =5																																							
	20	55	25																																					
Total			100																																					
	<p>The minimum technical score (TS) required to pass is: 60 Points out of 100</p>																																							
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Simplified Technical Proposals are: NOT APPLICABLE</p>																																							
5.6	<p>The single currency for price conversions is: NOT APPLICABLE. Proposals will only be accepted in Jamaican Dollars</p>																																							
5.7	<p>The formula for determining the price scores is the following:</p>																																							

	<p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.7$, and $P = 0.3$</p>
6.1	<p>Expected date and address for contract negotiations:</p> <p>September 2016, at the Energy Efficiency and Conservation Unit, PCJ Building, Ministry of Science, Technology Energy and Mining 36 Trafalgar Road, Kingston 10</p>
7.2	<p>Expected date for commencement of consulting services:</p> <p>October 2016, at the Energy Efficiency and Conservation Unit, PCJ Building, Ministry of Science, Energy and Technology (MSET) 36 Trafalgar Road, Kingston 10 and GOJ Facilities across the island of Jamaica</p>

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Entity
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

Project Manager

Energy Efficiency and Conservation Unit, PCJ Building,
 Ministry of Science, Technology Energy and Mining
 36 Trafalgar Road, Kingston 10

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Communication and Public Education Consultancy Services in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT’S ORGANIZATION AND EXPERIENCE

A - Consultant’s Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Entity:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE
AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE
PROCURING ENTITY**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Procuring Entity according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(For small or very simple assignments the Procuring Entity should omit the following text in *Italic*)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. Employment Record

[*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: __ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Procuring Entity: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

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

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Foreign																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
													Subtotal						
Local																			
1		[Home]																	
		[Field]																	
2																			
n																			
													Subtotal						
													Total						

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

Full time input
 Part time input

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be used only for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

Project Manager

Energy Efficiency and Conservation Unit, PCJ Building,
Ministry of Science, Technology Energy and Mining
36 Trafalgar Road, Kingston 10

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the Communication and Public Education Consultancy Services in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

² If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

FORM FIN- 2 SUMMARY OF COSTS

Item	COST		
	Proposed Cost	G.C.T (16.5%)	Total, Jamaican Dollars
Total Costs of Financial Proposal ²			

1. Indicate the total costs, net of local taxes, to be paid by the Procuring Entity in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² _____	Description:³ _____		
Cost component	Costs		
	Proposed Cost	G.C.T (16.5%)	Total, Jamaican Dollars
Remuneration ⁵			
Reimbursable Expenses ⁵			
Subtotals			

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Entity)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Entity)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of clients personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

Ministry of Science, Energy and Technology Public Awareness Programme for the Implementation of Mandatory Energy Efficiency and Energy Conservation Programme for the Public Sector

1.0 Background

Economic Background

With an area of 11,000 square km and a population of 2.83 million people, Jamaica is the third biggest island in the Caribbean, with a gross domestic product (GDP) of US\$11.4 billion. Jamaica is highly-dependent on commodity imports, particularly in energy (88% of its total energy is imported) and heavily relies on remittances and tourism, which account for about 15% and 20% of GDP, respectively.

The global economic downturn put Jamaica's economy under severe stress and led to an increase of Jamaica's already high public debt, estimated currently at about 125 percent of GDP. The Government of Jamaica (GoJ) adopted a proactive approach to address the challenging economic and fiscal situation and signed a Stand-By Arrangement (SBA) with the International Monetary Fund in late January 2010. Signs that Jamaica is exiting the recession are increasing even though economic activity remains weak.

Jamaica Energy Sector

It is estimated that Jamaica will need 200 to 300 Megawatt (MW) of additional generation capacity in the next 3 to 5 years. As a result, and given Jamaica's dependency on imported petroleum, the Government of Jamaica (GOJ) has been exploring avenues to develop Renewable Energy (RE) as well as to improve Energy Efficiency (EE) and Energy Conservation (EC) mechanisms. This strategy has been presented in Jamaica's Green Paper "The Jamaica Energy Policy 2006-2020" and is identified as National Outcome #10 – Energy Security and Efficiency in Jamaica's National Development Plan.

As a result of the above, the GOJ, via the MSET designed and developed all the upstream EE and EC activities that would be required for their physical implementation. Thus, the GOJ has committed funds to assist with development of energy efficiency and conservation measures.

It is expected that in keeping with the GOJ's priorities and mandate in the energy sector, the implementation of this investment programme would result in the implementation of EE and EC measures identified as a result of previous studies carried out. It should also generate substantial savings in a short period of time by providing more EE equipment and encouraging energy conservation behaviour.

Specifically, in its bid to lead by example, the GoJ has sought to reduce energy consumption in the public sector by implementing the EECP in selected Public Sector Facilities.

2.0 General Objectives

The general objective of the EECP is to enhance Jamaica's energy efficiency and conservation potential through the design and implementation of concrete Energy Efficiency (EE) and Energy

Conservation (EC) cost saving measures in the public sector of Jamaica. Towards this end, the Programme seeks to:

- (a) Strengthen the institutional capacities of the Ministry of Science, Energy and Technology (MSET) for the implementation of EE and EC measures.
- (b) Support investments in EE and EC measures in the public sector.
- (c) Increase awareness and knowledge on EE and EC among key public and private stakeholders, together with the provision of demand-side management support.

3.0 Specific Objectives:- Component (c) increase awareness and knowledge among key public stakeholders, together with demand-side management support

Demand Side Management Programme and EE and EC Education Awareness Component III consist of, educational and awareness raising campaigns aimed at promoting the “National Energy Policy 2009-2030”, its implementation, and particularly, EE/EC initiatives within the public sector and other end users participating in the overall National EE and EC Program. It includes two sub-components, these are:

Sub-Component I: Comprises activities to increase awareness among the public and private sector regarding EE and EC cost and benefits, focusing on the support to:

- the design of EE and EC incentive mechanisms within the public sector, as well as the analysis on the introduction of other demand side management technologies such as Smart Grid or Metering;
- definition of minimum EE and EC standards, in coordination with the Bureau of Standards of Jamaica (BSJ), for specific technologies such as lighting and/or AC; and
- the funding of additional technical and regulatory studies needed to implement subsequent EE and EC measures within the public sector of Jamaica.

Sub-Component II comprises:

- workshops and seminars on EE and EC procurement and EE and EC management for private and public stakeholders; and
- dissemination activities aimed at increasing awareness among private and public stakeholders, and dissemination of the main lessons learned nationally and regionally.

The Communication Plan is a required deliverable under Sub-Component II. The key component of the communication plan as indicated earlier includes:

1. Enhancing public sector awareness on the necessity of energy efficiency work, particular among beneficiaries of the project, and what the government is doing in this regard and;
2. Raising the consciousness of the Jamaican General Public about the importance of Energy Efficiency.

As such workshops and media communication programs are developed, targeting three (3) groups, in prioritized order:

1. Public Sector Employees in general;

2. Public Sector Employees who actually work in buildings receiving project retrofits; and
3. The general public.

4.0 The specific objectives of this consultancy are to:

1. design a baseline measurement of the levels of Energy Conservation awareness which currently exist in selected Public Sector Organizations
2. monitor the communications and public awareness programme
3. implement the Energy Champion Competition (ECC)
4. assist with presentations and seminars
5. assist with other relevant duties.

The Communications programme will:

- i. Increase awareness and knowledge of the policy makers and the public sector staff on energy efficiency and conservation measures.
- ii. Promote and increase energy efficiency and energy conservation behaviours within the public sector
- iii. Facilitate the creation of machinery for the adoption and implementation of EE and EC measures through a process of buy-in at the highest level of government.
- iv. Facilitate the monitoring and review of performance as well as the identification of interventions to ensure sustainability.
- v. Facilitate the ongoing awareness by public sector staff of energy efficiency and conservation interventions.
- vi. Inform and update the public and private sectors about the objectives and benefits of the programme.
- vii. Showcase successful energy efficiency and energy conservation interventions being implemented under the programme within the Public Sector using appropriate communications methodologies and technologies.

5.0 DUTIES AND RESPONSIBILITIES

- Convening fora / focus groups with Ministers of Government, Permanent Secretaries and public sector staff to:
- Promulgate energy efficiency practices for the public sector ratified by Cabinet as per cabinet submission MSTEM 61/12.
- Inform, educate and develop methodology for implementation and sustainability of the programme.
- Improve knowledge for better energy management in the public sector through the provision of information concerning standards, quality requirements and technical aspects
- Convene forums to review performance vs benchmarks, identification of variances.
- Facilitate the identification and implementation of corrective interventions, document and report on the proceedings.
- Develop and disseminate information to media on EE and EC awareness to the public sector.
- Consult, build consensus, promote awareness and help implement best practices in energy efficiency and energy conservation measures in the public sector.
- Provide a mechanism to monitor and evaluate the effectiveness of the strategies implemented to improve energy efficiency and energy conservation, which include a baseline measurement.

- Coordinate, plan and execute the implementation of the Energy Champion Competition.

6.0 Qualifications & Experience

The successful applicant shall:

- have a minimum of five (5) years' work experience in area of public relations and/or communications or equivalent.
- have a good understanding of the machinery of government.
- have extensive experience in events management, convening of seminars, workshops, focus groups.
- have a working knowledge of energy efficiency and access to specialists in this area.
- have specialisation in culture change for energy efficiency and conservation in organizations.
- have specific experience in the coordination of the launch of media campaigns, products of national or international importance.
- have knowledge of the Government of Jamaica's procurement policy and procedures.

6.1 Qualifications:

- Possess Bachelor's Degree or above in Mass Communication or equivalent.
- Be fluent in English.

PERFORMANCE STANDARDS

- Key deliverables are produced within agreed timeframes to required standards
- Confidentiality, integrity and professionalism are displayed in the execution of duties and personal conduct.
- Reports/documents are accurate and presented within agreed/established timeframe
- Adequate controls, tracking systems and follow-up mechanisms are implemented according to established guidelines.

7.0 REQUIRED COMPETENCIES

- Excellent oral and written communication skills
- Excellent interpersonal and time management skills
- Analytical skills, ability to develop and implement accounting systems
- Supervisory management skills
- Conflict management skills
- Report writing skills
- Knowledge of GOJ Energy Efficiency Guidelines

8.0 Characteristics of the Consultancy

- The Consultant will work within the EECU Unit.
- The Consultant will work in Jamaica.
- The Consultant will be responsible to deliver the products outlined within the time framework specified.

9.0 REPORTING/SUPERVISION

The Communications Consultant will be supervised by the Energy Efficiency and Conservation Programme Project Manager of MSET and will directly liaise with:

Internally: Members of staff (administration, procurement and financial)

Externally: Contractors, Consultants, Beneficiary Agencies, workshop participants, any relevant external funding agencies, Ministries, Departments and Agencies, other affiliated companies
Duration and Work Plan

The consultancy will be implemented over a period of eighteen months from **October 1, 2016** to the end of **March 2018**.

10.0 DURATION AND CONDITIONS

The contract will be for a period of twelve (12) months starting from the date of signing the contract agreement with MSET.

Office hours are Monday through Thursday 8:30am -5:00pm and Fridays 8:30am through 4:00pm. May be required to work beyond regular working hours

11.0 FORM OF PAYMENT

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed monthly instalments of (J\$333,333.33) (hereinafter referred to as the "Contract Price"). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

Twelve (12) monthly payments in the amount of (J\$333,333.33) each upon the Client's fulfilment of duties as stipulated in the Terms of Reference as specified in Annex A.

At no time shall total payments to the Consultant under this Contract exceed the sum of four million, eight hundred thousand dollars (J\$4,800,000.00).

C. Payment Conditions

Payment shall be made in Jamaican Currency no later than 30 days following submission by the Consultant, and approval by the Client, of invoices in duplicate, which includes listing of tasks accomplished.

Reports and Schedule of Deliverables-Schedule A

****Activities to be incorporated in Work Plan****

The Consultant, working under the supervision of the Project Manager, will undertake the following:

Activities	Timelines and Reports
1. Develop a detailed implementation timetable/ work plan.	Within 10 days after starting consultancy
2. Plan and implement meetings for Permanent Secretaries and Heads of Agencies for orientation on strategies and develop implementation plans.	Within 30 days after start of consultancy
3. Assist the Project Manager in developing an energy conservation roadmap for the adoption of EE and EC behaviour practices in the public sector.	Within 45 days after start of consultancy
4. Coordinate and facilitate training programmes for key stakeholders in the public sector to implement successful energy efficiency and energy conservation interventions.	Submit to the Steering Committee a written monthly report on the project implementation progress, objectives achieved, inclusive of videography and photography Submit to the Steering Committee a quarterly report with a review and assessment of the effectiveness of the programmes.
5. Coordinate and facilitate training sessions on local and international standards in energy efficiency and conservation and how they may be adopted within the public sector	
6. Support and assist the key stakeholders in the government agencies in the selection of their Energy Efficiency Team as well as follow up with teams that have been established	
7. Conduct training and sensitization seminars for Energy Efficiency Team Members.	
8. Convene forums to establish targets for the reduction in energy consumption.	
9. Develop and implement a system of monitoring and reporting by Energy Wardens for compliance with standards against set targets.	
10. Implement and coordinate monthly assessment meetings with the accountable officers and Energy Wardens.	
11. Publicize best practices to key stakeholders, private sector and the wider population.	
12. Assist in the maintenance of project website; and the updating and maintaining of the Facebook and Tweeter Accounts.	
13. Design, write, print, publish and distribute various energy efficiency and conservation materials through appropriate communication medium including website coverage, radio, television and newspaper.	

- | | |
|---|--|
| <ol style="list-style-type: none">14. Organize and conduct focus groups with Energy Wardens, accountable officers, project staff and Energy Efficiency Team Members to discuss any implementation deficiencies/and resolve any issues.15. Design and implement Public Sector Awareness Campaign.16. Develop Collateral Materials including; posters targeting public sector workers, private sector and the general public.17. Plan, organized and implement the Energy Champion Competition | |
|---|--|

Section 6. Standard Forms of Contract



CONTRACT FOR

PUBLIC RELATIONS AND

COMMUNICATIONS CONSULTANCY

FOR THE GOJ ENERGY EFFICIENCY AND

ENERGY CONSERVATION PROGRAMME

MSET-EECP-_____

between

MINISTRY OF SCIENCE, ENERGY AND TECHNOLOGY-
ENERGY EFFICIENCY AND CONSERVATION PROGRAMME (EECP)

And

[name of the Consultant]

Dated: _____

CONTRACT

THIS CONTRACT (“MSET-EECP-_____”) is entered into this *June*_____, *2016*, by and between *Ministry of Science, Energy and Technology* (“the Client”) having its principal place of business at *36 Trafalgar Road, Kingston 10*, and _____ (“the Consultant”) having its principal office located at _____.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”
2. **Term**

The Consultant shall perform the Services during the period commencing *October* _____, *2016* and continuing through *September*_____ *2017*, or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *J\$4,000,000.00*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. Schedule of Payments

The schedule of payments is specified below:

5% upon the Client's receipt of a copy of this Contract signed by the Consultant;

Twelve (12) Monthly Payments of 90% of contract amount and currency] upon the Client's receipt of the monthly and quarterly reports as stipulated in the Terms of Reference, acceptable to the Client; and *5%* upon the Client's receipt of the final report, acceptable to the Client.

[J\$4,000,000.00] Total

- C. Payment Conditions
- Payment shall be made in *Jamaican Dollars* no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.
4. **Project Administration**
- A. Coordinator.
- The Client designates *Mr. Fitzroy Vidal* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
- B. Reports.
- The reports listed in Annex A, "Terms of Reference, Scope of Services and Reports and Schedule of Deliverables," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
5. **Performance Standards**
- The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality**
- The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. **Ownership of Material**
- Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in Certain Activities**
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance**
- The Consultant will be responsible for taking out any

- appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Jamaica and the language of the Contract shall be English.
- 12. Dispute Resolution⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client’s country.
- 13. Fraud and Corruption** Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:
- (e) defines, for the purposes of this provision, the terms set forth below as follows:
- “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;
- “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Client, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and
- “coercive practice” means harming or threatening to

⁴ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: “Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”

harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- (f) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (g) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
- (h) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

3.1 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

FOR THE CLIENT

Signed by _____

Title: _____

FOR THE CONSULTANT

Signed by _____

Title: _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Timetable/ Work Plan