Multi-sectoral Adaptation Measures to Climate Change in the South Oropouche River Basin for Flood Relief Project (SORB Project)

National Designated Authority:



Government of the Republic of Trinidad and Tobago

Ministry of Planning and Development

Funded by:

Implemented by:

Executed by:







REQUEST FOR PROPOSAL (RFP)

FOR

CONSULTANCY SERVICES: DEVELOPMENT OF A MANUAL ABOUT FLOODPROOFING INFRASTRUCTURE AND BUILDINGS, SPECIFIC TO THE REALITY OF THE SOUTH OROPOUCHE RIVER BASIN (SORB), TRINIDAD & TOBAGO.

RFP # SORB- 1.1.3-23/24-03

RFP Closing Date: October 31, 2025

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SECTION 1- LETTER OF INVITATION

Ref#: RFP# SORB- 1.1.3-23/24-03

Date: October 17, 2024

Dear Bidder,

Re: RFP# SORB-1.1.3-23/24-03 Request for Proposals for CONSULTANCY SERVICES: DEVELOPMENT OF A MANUAL ABOUT FLOODPROOFING INFRASTRUCTURE AND BUILDINGS, SPECIFIC TO THE REALITY OF THE SOUTH OROPOUCHE RIVER BASIN (SORB), TRINIDAD & TOBAGO.

The University of the West Indies, St. Augustine Campus (hereinafter referred to as "UWI and/or UWISTA") invites you to submit a Proposal for "CONSULTANCY SERVICES:

DEVELOPMENT OF A MANUAL ABOUT FLOODPROOFING INFRASTRUCTURE AND BUILDINGS, SPECIFIC TO THE REALITY OF THE SOUTH OROPOUCHE RIVER BASIN (SORB), TRINIDAD & TOBAGO" by October 31, 2025 4:30PM (T&T).

A copy of the Request for Proposals ("RFP") is attached to this Letter for your careful review and consideration in preparation and submission of your Proposal.

You are required to submit your Proposal in a pdf format to the SORBProject@sta.uwi.edu email address:

If you require clarification, you must notify UWISTA in writing to the abovementioned email address. Your request for clarifications must be titled "QUERY – REQUEST FOR CLARIFICATION RFP# SORB-1.1.3-23/24-03". Your request must be specific, must refer to the project title, specific section and clause and must be sequentially numbered. Inquiries must be received by no later than 20th October 2025, 4:30 PM (T&T).

If you do not conform to the terms and conditions outlined in this RFP, you may be deemed non-responsive and therefore not considered for further evaluation. UWISTA reserves the sole right to determine whether a Proposal is non-responsive.

All terms and conditions contained in this RFP shall form part of the Contract between UWISTA and the successful bidder. These terms and conditions shall not be amended except as agreed in writing between UWISTA and the bidder.



The University of the West Indies St. Augustine Campus

SECTION 2 - STATEMENT OF REQUIREMENTS/SCOPE OF

SERVICES Introduction

The Adaptation Fund (AF) finances projects and programmes across the globe to help vulnerable communities in developing countries adapt to climate change. In July of 2022, Trinidad and Tobago was granted funding by the AF through the Latin American Development Bank (CAF) to implement various activities aimed at building resilience to flooding and water security in the South Oropouche River Basin. The project entitled 'Multisectoral Adaptation Measures to Flood Relief in the South Oropouche River Basin' is valued at USD 10 million.

The Ministry of Planning and Development (MPD) of the Republic of Trinidad and Tobago is the National Designated Authority (NDA) with responsibility as the national coordinating body, including technical and financial oversight. The MPD has, during the proposal development stage, ensured that the project and its activities integrate with The National Development Strategy of Trinidad and Tobago (2016-2030). The University of the West Indies, St. Augustine (UWISTA) is the Executing Entity of the project through the Engineering Institute, the St. Augustine Centre for Innovation and Entrepreneurship (STACIE) and the project's Project Management Unit (UWI-PMU).

The project aims to strengthen the management systems within the South Oropouche River Basin (SORB) in Trinidad and Tobago to make it readier to cope with climate change impacts, particularly related to flooding and water supply. It is divided into 5 main components:

Component 1: Strengthening of Territorial Planning and Risk Management.

Component 2: Green and grey infrastructure enhancement to increase resilience to floods and droughts.

Component 3: Vulnerable coastal and wetland ecosystems of the SORB enhancement.

Component 4: Increase the adaptation capacity of vulnerable fishers and farmers to address climate change and climate variability.

Component 5: Building capacity of SORB stakeholders of the SORB and increasing awareness of climate risks.

In summary, the project's primary objective is to bolster the SORB's resilience to climate change impacts by improving data systems, flood risk assessment, emergency response, and water supply management. These efforts are essential to better cope with climate change challenges. This project will run for 4 years (September 2023 – September 2027).

There are several activities to be implemented during the first year September 2023 – 2024. The specific goal of this Request for Proposal (RFP) is the acquisition of a Consultant to develop a Manual about Floodproofing infrastructure and buildings, specific to the reality of the SORB.

The maximum estimated budget for this consultancy (Activity 1.1.3) is USD\$25,000. The UWI-PMU is seeking a capable firm that will cover the scope of works outlined at the most efficient costing.

Project Context

Summary Overview

The South Oropouche River Basin (SORB), located on the southwestern coast of Trinidad, is susceptible to recurring floods triggered by high-intensity, short-duration storms, approximately ten times a year traditionally. However, over the last five years, the region has faced annual, prolonged basin-wide floods characterized by high water depths that take several days to subside. These floods disrupt economic activities, affect populated areas, and result in substantial personal property losses. Mortality has resulted due to the floods.

Climate change models predict an increase in flood frequency and intensity, coupled with sea-level rise and more extended dry periods. These climate-induced changes threaten livelihoods in the area, particularly small-scale fisheries and farmers. The region already faces challenges due to the convergence of various economic activities (agriculture, fishing, commerce, oil and gas production), inadequate drainage systems, and urban growth.

The riverine system is particularly vulnerable to climate change, including saline intrusion, impacting both flora and fauna. Economic impacts have already been felt, affecting people's livelihoods.

Geographic Characteristics

The SORB encompasses a catchment area of about 450 km², primarily draining westward through a dense network of tributaries into the Godineau/South Oropouche Swamp, which serves as a buffer against flooding and sea-level effects. The swamp is essential for protecting the population of the basin but is under pressure from human activities and environmental changes driven by climate change.

Ecosystems in the SORB

The Godineau Swamp, covering approximately 3,171 ha, receives drainage from a catchment area of 42,473 ha, including nearby urban communities. It has historically supported fisheries but is now threatened by land conversion for agriculture, livestock farming, and housing.

The swamp's ecological balance has been disrupted by pollution, oil spills, hydrological alterations, and the removal of mangroves for development. Such changes have led to variations in salinities and zonation of mangrove species, with implications for flood protection and ecosystem services provided to the communities.

Tidal marshes, wet pastures, and mangrove swamps are key ecosystems in the SORB. Tidal marsh communities constitute the major plant community, covering more than half the total

swamp area, and mangrove forests, covering approximately 740 ha, include commercially harvested species such as mangrove oysters.

Communities and Economic Activities

Local communities in the SORB depend on the South Oropouche River for freshwater, small-scale fishing, and a range of traditional practices such as fishing, recreation, ecotourism, housing, and religious activities. These practices are often unregulated, negatively affecting water quality and the ecosystem. The loss of wetlands due to various factors, including land conversion, poses a threat to the livelihoods of these communities.

Application of a Flood Manual to the SORB

Community education and training to understand techniques that can support flood damage reduction allows communities to build inherent resilience. Valuable data also resides with flood-affected residents that can help authorities to better pinpoint cause-effect potentials. If there isn't sufficient advance, warning residents can take measures based on traditional, successful mechanisms to alleviate the impact of the event.

The SORB already has organized groups such as the Woodland Flood Group and the South Oropouche Riverine Flood Action Group which are supporting the Regional Corporations – Princes Town, Siparia and Penal/Debe Disaster Management Units (DMUs) with preparedness and post-flood response. The communities have mobilization mechanisms that are built on a hybrid of traditional building techniques for safety as well as an action plan in coordination with the DMUs.

This Flood Manual will assist both government agencies, NGOs and private business and entities to develop their response plans; bringing together updated, technical and scientific information to assist them with their seasonal expectations, equipping them with local knowledge at an applicable level.

SCOPE OF WORK

The primary goal of this consultancy is the development of a Manual about Floodproofing infrastructure and buildings, specific to the reality of the SORB and to provide the SORB Community with on-hand information to protect their lives, livelihoods and belongings.

The specific objectives of this consultancy are as follows:

- 1) Research and data gathering for the population of the manual.
- 2) Design and creation of the First Edition of the Manual.
- 3) Community education and training.

The main activities of the Consultant will be:

Data collection of historical and other required data from various Ministries,
 Departments and Agencies (MDA) such as The Ministry of Planning and Development

- Town & Country Planning Division, Ministry of National Security, Ministry of Agriculture, Ministry of Rural Development & Local Government, Ministry of Community Development, Ministry of Social Development, the Office of Disaster Preparedness & Management (ODPM) and Regional Corporations (Siparia, Penal/Debe & Princes Town).
- The contractor shall collaborate with the project ESS to ensure the awareness and distribution of manual that is user-friendly for community members
- Research inclusion this area is two-fold:
 - 1) Data outputs from Activities 1.1.1, 1.1.2 & 2.2.1 of this project are to be included that speak to Flood Risk and Climate Change effects, reinforcement methods and land use/land cover change.
 - 2) Desktop research undertaken by the Consultant to supplement data needs.
- Smart Design & Development a layout and design that is user-friendly, and easy to understand. The design should allow for snippets to be extracted for circulation on social media and other advertising platforms.

The main output of this project is specific to the SORB situation and should not include general flood data that will not support the adaptation of the communities therein.

Activities of the Consultant

The project activities are divided into three main areas:

Activity 1 - Data Collection and Manual Content.

- A) Establish contact with relevant MDAs, as well as Regional Corporations to obtain information on what has been done for the following sections to be included in the manual:
 - i. A description of the flood-prone areas within SORB and an indication of expected depths (utilizing outcomes from Activity 1.1.1.).
 - ii. A description of the causes of flooding within SORB illustrated using specific flood events. The consequences of various actions on flooding would be explained.
 - iii. A description of what can happen in the near future due to climate change, in terms of the increased frequency of extreme events and rising sea level.
 - iv. Information on the role and function of each agency involved in flood protection, the assistance each can provide, and how it can be accessed.
 - v. Information on the community flood early warning system, a description of the meaning of the bulletins, and how households should respond to them.
 - vi. Practical information on a range of flood mitigation and floodproofing measures for different house types, including how and where to access resources for implementing the most appropriate measures.

- vii. A description of the grant facility for floodproofing homes, how it works, how it can be accessed, and the technical support for the implementation of the measures (An outcome of Activity 2.2.1 Reinforcing houses and commercial buildings against floods to begin in Year 2).
- viii. A Description of Flood Risk (Exposure, Vulnerability and Capacity)
- ix. Registration information on the Public Alert Notification System
- x. Emergency Contact Numbers

The Consultant will be expected to consistently revise the first edition manual, producing an updated edition each year (Years 2, 3 & 4) of the project as more information becomes available. This Proposal should include budgetary and resource provisions for the future updating process.

- B) Establish contact and cooperation with the community members in identified areas of need.
- C) Get community buy-in through identified information dissemination methods (3 short videos or other graphic formats).

Activity 2 - Desktop research.

The Consultant would need to conduct its own research for some of the sections of the manual outlined above. The proposal should outline the areas of research and the source of information.

Activity 3 - First edition design and data dissemination methods

The Consultant is to present the Water Sector and Ecosystem-based Adaptation (WEbA) Specialist and Environmental and Social Safeguards Specialist of the UWI-PMU with design suggestions for the layout of the information to be presented within the manual with an 'easy-to-read and understand' approach (annotations, etc.). The Consultant should present a sub-proposal with specific details to clarify the marketing appeal and communication style to be applied.

KNOWLEDGE/EXPERTISE/SKILLS REQUIRED:

The Consultant must provide a team with the following competencies:

- Minimum of a Master's Degree in Environmental Science, Disaster Management,
 Disaster Risk Reduction or a related field.
- Proven experience in the development of scientific data communication tools (especially hazards and disasters will be an asset).
- Experience in similar projects in Trinidad & Tobago.
- Previous experience in conducting stakeholder consultations.

- Project coordination and facilitation skills.
- A strong command of English.
- Capacity to work closely with national Ministries and counterparts.
- Excellent conceptual, analytical, and writing skills (English).

CVs of the experts assigned to the project must be provided.

The Consultant must provide references of their previous work in these technical domains. The provided references should include details of projects or assignments related to similar work. These references should highlight your expertise, the quality of your work, and your ability to deliver results within specified timelines.

Consultant Form - Team Member

CURRICULUM VITAE (CV)

Position Title and No.	(e.g. Team leader)
Name of Expert:	(Insert full name)
Date of Birth:	(day/month/year)
Country of Citizenship/Residence	

Education: (List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained).

Employment record relevant to the assignment: (Starting with current position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.)

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005- present]	[e.g., Ministry of, advisor/consultant to		

1	or references: Tel/e-nail; Mr. , deputy minister]		
Membership i	n Professional Associations	and Publications:	
Language Skil	ls (indicate only languages	in which you can work	x):
Adequacy for	the Assignment:		
Detailed Tasks Assigned on Consultant's Team of Experts: Reference to Prior Work/Assignment that Best Illustrates Capability to Hat the Assigned Tasks			
`	rerables/tasks as in which ill be involved)		
Expert's conta	ct information: (e-mail	, phone)
describes mysenecessary, to misstatement	ned, certify that to the best elf, my qualifications, and my undertake the assignment in or misrepresentation describe e Client, and/or sanctions by	y experience, and I am in case of an award. oed herein may lead to	available, as and when I understand that any
			{day/month/year}
Name of Exper	t Signatur	re	Date
			{day/month/year}
Name of author	rized Signature	9	Date
Representative	of the Consultant		

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(the same who signs the Proposal)

GENERAL TIME SCHEDULE

All activities under this consultancy are expected to be completed within five (5) months from the date of the contract signing.

Preliminary Process and Schedule for Selection

The project duration is 5 months. Below is the preliminary schedule for recruiting the Consultant.

Activity	Dates (Updated)
Call for Technical Proposal (TP) circulated	28 October 2024
Deadline for questions from interested Consultant	20 th October 2025
Response to questions from interested Consultant	27 th October 2025
Deadline for submission of Proposal	31st October 2025
Completion of Internal Evaluation	17 th November 2025
Contract negotiations completed	28 th November 2025
Award & Acceptance letter	1st December 2025
Project Start	1st December 2025
Project End	30 th April 2026

Deliverables and Schedule

The following table provides an indicative schedule for deliverables.

Deliverables	Delivery Dates (2025/2026)
Kick-off meeting (minutes from the meeting)	2 nd December 2025
Submission of Manual design and layout	30 th December 2025
First draft of 1st Edition	20 th January 2026
Second draft of 1st Edition	Mid-February 2026
Submission of supportive Communications Materials	5 th March 2026

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Deliverables	Delivery Dates (2025)
Final 1st Edition for circulation	2 nd April 2026

REPORTING RELATIONSHIP/SUPERVISION OF CONSULTANTS

Immediate technical supervision of the Consultant will be carried out by the Water and Ecosystem-based Adaptation (WEbA) Specialist and Environmental and Social Safeguards Specialist of the UWI-PMU.

The deliverables will be reviewed and accepted by the UWI-PMU and Dr Vincent Cooper, Lecturer - Environmental/Water Resources Engineering, Civil & Environmental Engineering and Lead Academic Supervisor of the SORB Project.

MISCELLANEOUS TERMS

Payment of professional fees will be based on submission of agreed deliverables. The UWI reserves the right to withhold payment in case the deliverables submitted are not up to the required standard or in case of delays in submitting the deliverables on the part of the Consultant.

Individuals engaged under a consultancy or individual contract will not be considered "staff members" under The UWI regulations, policies and procedures, and will not be entitled to benefits provided therein (such as leave entitlements and medical insurance coverage). Their conditions of service will be governed by their contract and the General Conditions of Contracts for the Services of Consultants and Individual Contractors. Consultants and individual contractors are responsible for determining their tax liabilities and for the payment of any taxes and/or duties, in accordance with local or other applicable laws.

SECTION 3 - INSTRUCTIONS TO PROPOSERS

3.1 **Project Overview**

The University of the West Indies St. Augustine Campus (UWISTA) requires the services of a Consultant for the development of a Manual about Floodproofing infrastructure and buildings, specific to the reality of the SORB and to provide the SORB Community with on-hand information to protect their lives, livelihoods and belongings. The main output of this project is specific to the SORB situation and should not include general flood data that will not support the adaptation of the communities therein.

3.2 Confidentiality

A Proposer receiving this RFP may not use, disclose, or duplicate it for any purpose other than to prepare a response to this RFP. The Proposer shall keep The University's and Project's data confidential and shall not disclose its contents to any other party other than to those internal employees, agents and advisors responsible for preparing a submission, without the prior written consent of The University.

Receipt of this RFP does not entitle the Proposer to associate its services with The University in any way, nor represents in any way that The University has employed or endorsed the Proposer's services. Any such association or endorsement being contemplated by the Proposer must receive the prior written consent of The University.

The Proposer's employees, agents and advisors shall:

- (i) Keep strictly confidential all information concerning The University or third parties or any of the business or activities of The University or third parties acquired as a result of participation in this RFP process.
- (ii) Proposers shall only use, copy or disclose such information as necessary for the performance of the Services or upon written authorization from The University.
- (iii) The Proposer shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practices in the industry.

3.3 Terms of Issue

The release of this RFP by The University does not constitute an offer to trade and The UWI is not bound to conduct business based on any responses to the RFP. Any commercial arrangements are subject to contractual agreement and contracts must be issued prior to commencement of business.

All commitments are subject to written confirmation.

3.4 Copyright

The copyright in this document is vested in The UWI St. Augustine Campus. This is a confidential document which is dispensed only for the purpose of contracting an agency/company to provide services for the required project. It must not be reproduced in whole or part or used for tendering or commercial purposes. No information within this document shall be given orally or in writing or communicated to any third party being an individual, firm or

company or any employee thereof without the consent in writing from The University.

3.5 <u>Conflict of Interest</u>

The Proposer agrees to be bound by the following requirements:

- (i) Except as identified in the proposal or as specified in the contract, the Proposer must certify in his proposal:
 - That no person either natural or corporate body, other than the Proposer, has or will have any interest or share in this proposal or in the proposed contract.
 - There is no collusion or arrangement between the Proposer and any other Proposer(s) in connection with this project.
 - The Proposer has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.
- (ii) Neither the Proposer nor any employee of the Proposer shall have any direct or indirect pecuniary interest in an entity that provides goods or services to the Project. Proposers chosen to participate in this RFP process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such conflict does exist, The University may at its discretion withhold the award of a contract from the Proposer until the matter is resolved.
- (iii) Neither the Proposer nor any employee of the Proposer shall offer or receive any entertainment, gifts, gratuities, donations, discounts, fees, payments, commissions, rewards, special services, incentives, or other remuneration or compensation of any kind ("inducement"), regardless of value, to or from any employee of The University, any consultant or contractor employed by The University, any real estate representative acting on behalf of The University, or any vendor of goods or services to the project.
- (iv) The Proposer agrees to inform The University immediately upon being offered any such inducement.
- (v) The Proposer chosen to provide the required services to the project shall continue to be bound by the foregoing prohibitions after the execution of a contract agreement.

3.6 <u>Cost of Tendering</u>

The Proposer shall bear all costs associated with the preparation and submission of its Proposal and The UWI will in no case be responsible or liable for these costs, regardless of the conduct of outcome of the tendering process.

3.7 Content of RFP Document

This RFP comprises the documents listed below and any bulletins issued thereafter:

- Letter of Invitation
- ► Statement of Requirements/Scope of Services
- ► Instructions to Proposers
- ▶ General Conditions of Contract
- ► Form of Proposal
- ► Form of Contract

3.8 **Questions and Clarifications**

All enquiries relative to this RFP must be made in writing (printed or electronic) on or **before the stipulated deadline outlined in this RFP**. Any enquiries made after this date and time will not be acknowledged. Clarification requests will not be accepted by telephone. Written copies of The University's response (including a description of the inquiry but without identifying its source) will be forwarded to all prospective Proposers who have received the RFP documents.

Such answers, as are necessary, shall be given as a matter of assistance to the Proposer but they shall not be construed as adding to or taking away from or otherwise altering the meaning and intent of the RFP Documents.

The University will assume no responsibility for oral instructions or suggestions.

All enquiries shall be addressed and directed to the following email address: STA-SORBProject@sta.uwi.edu

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Attention: Evaluation Committee Chairman

3.9 Amendment of RFP Documents

At any time prior to the deadline for the submission of RFPs, The UWI may, at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFP Documents by issuing a Bulletin.

Where an amendment is made to the RFP Document, all prospective Proposers who have received the RFP Documents, shall be notified in writing. Prospective Proposers shall promptly acknowledge receipt to this office.

3.10 Rights Reserved by The UWI

The UWI shall not be liable for any costs incurred by Proposers in the preparation of their response to this RFP or any subsequent presentations. Furthermore, The UWI shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance by The UWI of any response, or by reason of any delay in the acceptance of the response.

The UWI reserves the right to request that Proposers provide additional information and address specific requirements not accurately or adequately covered in their initial submissions.

The UWI may at its discretion, extend the deadline for the submission of Proposals in order to afford Proposers reasonable time to make the requisite amendments to their Proposals prior to the deadline for submission.

The UWI reserves the right to accept or reject any or all Proposals, waive any or all formalities, and select the proposal deemed to be in its best interest.

3.11 Proposal Price

Unless stated otherwise in the RFP documents, the contract shall be for **the whole services described in 'Section 2 –** *Statement of Requirement/Scope* **of Services'** of the RFP based on the schedule of unit rates and prices submitted by the Proposer.

3.12 <u>Currency of Proposal</u>

All prices shall be quoted in Trinidad and Tobago Dollars [TT\$] and United States Dollars (US\$) equivalent for local firms and United States Dollars (US\$) for foreign firms.

3.13 RFP Terms and Conditions

The University will reject any proposal received after the specified closing time. The terms and conditions of the proposal offer shall remain firm and open for

acceptance by the University for a period of not less than **one hundred and twenty (120) days** from date of submission.

Final acceptance of a Proposal will be subject to the successful negotiation and execution of a written contract meeting expenditure limits and terms and conditions acceptable to the University. The acceptance or rejection of any proposal will be made pursuant to the procurement policies of the University.

Proposers shall be required to the note the following as listed hereunder:

3.14 Format and Address for Submission of Proposals

Proposers are required to submit **one electronic copy (in pdf format)** of their proposal together with all supporting documents (written in ink or typed). The Proposal must be signed by an authorized company signatory and should be submitted to the designated email address bearing the following identification on or before the deadline for submission of Proposals:

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Designated Email Address for Submission of Proposal:

STA-SORBProject@sta.uwi.edu

Attention: Evaluation Committee Chairman

The complete Proposal shall be without alterations, interlineations or erasures, except those to accord with instructions issued by The University or as necessary to correct errors made by the Proposer. In such case, corrections shall be initialled by the person or persons signing the Proposal.

Only **one (1) proposal** may be submitted by a Proposer. No Proposer or his agents may participate in the proposal of another for the same contract in any relation whatsoever.

3.15 <u>Deadline for Submission of Proposals</u>

The **closing date** and **time** for this RFP is stated in the **Letter of Invitation**.

The UWI may, at its discretion, extend the deadline for submission of Proposals by issuing a Bulletin in which case, all rights and obligations of The UWI and the Proposers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

3.16 Late Submissions

RFPs received after the deadline for submission of Proposals shall be rejected and returned unopened to the Proposer.

3.17 Withdrawal of Submission

A Proposer may withdraw his Proposal after submission provided that the notice of withdrawal is received in writing by The UWI prior to the prescribed deadline for submission of Proposals.

3.18 Validity of Proposals

The terms and conditions of the proposal offer shall remain firm and open for acceptance by The University for a period of not less than **one hundred and twenty (120) days** from date of submission.

3.19 Format of Proposal

The University is seeking proposals from Proposers who are both interested and capable of undertaking the Services. The onus is on the Proposer to demonstrate their qualification, knowledge, understanding and capacity to perform the Services outlined in this Request for Proposal. Each response will be assessed according to how well they assure The University of success in relation to the submission requirements.

The detail and clarity of the proposal will be considered indicative of the Proposer's expertise and competence.

3.20 Evaluation of Proposals

The University will evaluate and compare only proposals determined to be substantially responsive to the requirements of the RFP documents.

Documents will be examined to ensure that:

- they are complete;
- there are any computational errors;
- the documents have been properly signed; and
- the Proposals are generally in order.

In evaluating proposals, The University will determine the Evaluated Proposal Price for each proposal by making any correction for errors.

The evaluation of proposals will be based on the information supplied within each Proposer's submission and any clarification information requested and submitted as part of the evaluation process.

To assist in the examination, evaluation and comparison of Proposals, The UWI may ask Proposers individually for clarification of their Proposals, including breakdowns of unit rates.

The request for clarification and the responses from Proposers shall be in writing. No change in the price or substance of the Proposal shall be sought, offered or permitted except as required to confirm the correctness of arithmetic errors discovered by The UWI during the evaluation process.

3.21 Evaluation Team

Proposals will be reviewed and evaluated by a team appointed by The University. By responding to this RFP Proposers agree to accept the recommendation of the Evaluation Team as to the successful Proposer and acknowledge and agree that The University makes the final decision.

3.22 Evaluation Criteria

Proposals will be evaluated based on criteria outlined hereunder:

EXPERIENCE OF THE FIRM	POINTS
Proven expertise in the translation of scientific material for various target audiences, especially application within Trinidad and Tobago will be of strong	
value.	10
Successful development & implementation of technical communication tools	10
Experience in conducting stakeholder consultations	10
Experience with community relations in sensitive or vulnerable areas	10
RESOURCES	
Proven availability of resources (human and physical) required to successfully fulfil project goals	10
PROPOSED PERSONNEL	
General technical expertise & experience of the proposed team members	10
Proven strength of networking through previous projects with local government and non-governmental stakeholders	10
Academic and other high-level qualifications and training	10
Participation of local experts or contractors	10
TOTAL	90

The University may seek to have presentations made by the respective Proposers.

The University shall verify that all Proposals submitted are complete, in order, signed and have all the relevant information. The University shall check compliance to the scope of services as contained in The University's requirements. Failure to complete all documents as required may render the proposal non-responsive.

All Proposals shall be in enough detail to allow The University to determine the Proposer's position from the documents received. The University may refuse to consider any Proposal that does not include documentation or other information specified in the RFP.

All materials submitted in response to this RFP shall become the property of The University.

3.23 Confidentiality of the Tender Process

No information relating to the examination, clarification, evaluation, comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Proposers or any other person/s who are not officially concerned with the procedures after the opening of proposals and before the announcement of the award to the successful Proposer.

Any effort by a Proposer to influence representatives of The UWI in the process of examination, clarification, evaluation and comparison of RFPs, and in decisions concerning award of contract, shall result in the rejection of the Proposer's Proposal.

3.24 Award of Contract

The UWI will award the contract to the Proposer whose Proposal has been determined to be substantially responsive to the RFP Documents.

Following the evaluation of all Proposals, negotiation and approval of fees and contract terms and conditions, The University will proceed to enter into a contract with the successful Proposer.

The University reserves the right to negotiate the terms and conditions of the contract.

3.25 Notification of Award and Contract

Prior to the expiration of the proposal validity period prescribed by The UWI, the successful Proposer will be notified in writing by The University that its

Proposal has been accepted and that it is required to enter into a formal contract with The University:

- 1. A **Letter of Award/Acceptance** signed by an authorised UWI representative shall be issued.
- 2. The successful Proposer shall confirm his receipt and acceptance in writing by signing The **Letter of Award/Acceptance**. Once accepted and signed by the successful Proposer, this document shall become binding to the formation of a contract to execute the said "**Services**".

The successful Proposer is expected to commence the Services immediately upon execution of the contract.

The successful Proposer should note that the contract for this consultancy will be signed with The University of the West Indies, St. Augustine and will be required to pay taxes in accordance with the Laws of The Republic of Trinidad & Tobago, where applicable.

The University will promptly notify all unsuccessful Proposers after execution of the contract with the successful Consultant.

3.26 The UWI's Right to Reject Any or All Proposals

The UWI reserves the right to accept or reject any or all Proposals, to annul the RFP process and reject Proposals at any time prior to the award of contract.

The UWI is not obligated to accept the lowest or any RFP.

The UWI may declare the RFP process void when none of the Proposals meet the intent of the RFP Documents or when it is evident that there has been a lack of competition and/or that there has been collusion.

In addition, all Proposals may be rejected if they are substantially higher than The UWI's approved internal budget.

3.27 <u>Disqualification</u>

Proposers' submissions may be disqualified at the sole and absolute discretion of The University for a variety of reasons which include but are not restricted to the following:

- (i) If the submission includes or a Proposer makes false or misleading statement or claims.
- (ii) If a Proposer submits a proposal after the deadline specified for submissions.
- (iii) If a Proposer makes contact with any person other than The UWI Campus Projects Office during the bid process up to and including the award of contract.
- (iv) If a Proposer is found to be insolvent.

(v) If a Proposer issues a press release describing all or part of its Proposal and any other information regarding the RFP process.

SECTION 4 - CONDITIONS OF CONTRACT

4.1 **Definitions**

In these Conditions, the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them:

- 4.1.1 The term '**The University**' shall mean The University of the West Indies, St. Augustine Campus.
- 4.1.2 The **'Consultant'** means the individual, firm, or company undertaking to provide the Services for The University of the West Indies, St. Augustine Campus.
- 4.1.3 The 'Services' shall mean the services to be undertaken by the Consultant in performance of the Contract, namely the CONSULTANCY SERVICES:

 DEVELOPMENT OF A MANUAL ABOUT FLOODPROOFING INFRASTRUCTURE AND BUILDINGS, SPECIFIC TO THE REALITY OF THE SOUTH OROPOUCHE RIVER BASIN (SORB), TRINIDAD & TOBAGO.
- 4.1.4 "**Party**" or "**Parties**" means The University or the Consultant as the case may be.
- 4.1.5 "**Personnel**" means persons hired by the Consultant as employees and/or sub-consultants and assigned to the performance of the Services or any part thereof.
- 4.1.6 "**UWI Representatives**" means the authorized St Augustine Centre for Innovation and Entrepreneurship (STACIE) of The UWI, St Augustine Campus.
- 4.1.7 **'Contract**' shall mean the contract between The University and the Consultant consisting of these conditions, the Scope of Services and any other documents (or parts thereof) stated in the Request for Proposals (RFP) document.
- 4.1.8 The 'Scope of Services' shall mean the Scope of Services outlined in Section **2.0** of the RFP.

4.2 **Currency of Payment**

The Contract Price at which the services are offered shall be quoted in Trinidad and Tobago Dollars (TT\$) for local firms and US\$ for foreign firms.

4.3 **Terms of Payment**

4.3.1 Payments will be made to the Consultant after the successful completion of deliverables as agreed upon between the Parties.

- 4.3.2 The Consultant will issue an invoice to The University referencing details stated in the agreed Scope of Services to specify how the amount due has been assessed. The total amount of these interim invoices shall not exceed the lump sum price agreed upon in the contract without the expressed prior written approval of The University.
- 4.3.3 Payment shall be made only on submission of an Original Invoice from the Consultant to The University for Services provided. All invoices submitted must clearly state the Contract and the name of the project.
- 4.3.4 If any item or part of an item in an invoice submitted by the Consultant is contested by The University, The University shall give prompt notice with reasons and shall not delay payment on the remained of the invoice.
- 4.3.5 The University shall note that processing of invoices for payments shall not be less than thirty (30) days from receipt of original invoice. All original invoices must be addressed to Dr Graham King, Director, St Augustine Centre for Innovation and Entrepreneurship (STACIE), UWI, St. Augustine and submitted directly to Mr Navneet Boodhai, Manager, Engineering Institute Block One, Kenneth S. Julien Building, Faculty of Engineering, UWI, St. Augustine for review and processing of payments.

4.4 **Obligations of Both Parties**

4.4.1 *Indemnification by Consultant*

The Consultant shall indemnify The University against all legally enforceable liabilities relating to any foreseeable loss or damage to property, or injury to, or death of any person caused by or arising from any negligent act or omission or willful misconduct by the Consultant or agents in the performance of the Services.

4.4.2 *Indemnification by The University*

The University shall indemnify the Consultant against all legally enforceable liabilities relating to any foreseeable loss or damage to property, or injury to, or death of any person caused by or arising from any negligent act or omission or wilful misconduct by The University, its personnel or agents under the terms of this Agreement

4.5 Additional Claims for Services

Claims for additional services will not be entertained unless agreed to by The UWI. Where such a change increases or decreases the scope, the unit rates outlined in the agreed Payment Schedule shall apply. The University reserves the right to reject any of these claims upon review of same.

4.6 **Consultant's Default**

If the Consultant commits a breach of the Contract and fails within 10 days of notice by The University to take such steps as to reasonably satisfy The University to rectify such breach, The University may, without prejudice to any other of its rights, terminate the Contract forthwith by notice to the Consultant. Thereupon without prejudice to any of its rights, The University may himself complete the Services or have it completed by a third party, until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from the Contract price (ascertained in accordance with the terms and conditions of the Contract) any additional costs incurred by The University.

4.7 **Assignment of Transfer of the Contract**

The Consultant shall not without the consent in writing of The University, assign or transfer this contract or any part thereof.

4.8 **Force Majeure**

- 4.8.1 Neither party shall be considered in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of notification of the award or the date when the contract becomes effective, whichever is the earlier.
- 4.8.2 The term "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical or reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, epidemics, pandemics, strikes, lockouts, or other industrial action are within the power of the party invoking Force Majeure to prevent, confiscation or any other action by government agencies.

4.8.3 Force Majeure shall not include:

- any event which is caused by the negligence of international action of a party or such party's sub-consultants or agents or employees; nor
- any event which a diligent party could reasonably have been expected to both take into account at the time of the execution of this agreement and avoid or overcome in the carrying out of its obligations hereunder;
- Insufficiency of funds or failure to make any payment required hereunder.
- 4.8.4 Not later than thirty (30) days after, the Consultant, as the result of an event of Force Majeure, may have become unable to perform a material portion of the

Services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

4.9 **Settlement of Disputes**

4.9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the contract or the interpretation thereof.

4.9.2 *Mediation*

Any dispute between the Parties as to matters arising pursuant to the contract which cannot be settled amicably within thirty (30) days after receipt by one Part of the other Party's request for such amicable settlement shall be submitted to Mediation proceedings in accordance with the Mediation Act No. 8 of 2004 of the Republic of Trinidad and Tobago or any statutory modification/s thereof for the time being in force.

4.9.3 Right to Arbitration

Any dispute between the Parties as to matters arising pursuant to this agreement which cannot be settled by Mediation within thirty (30) days after the initiation of such proceedings may be submitted by either Party to arbitration in accordance with the provisions of the Arbitration Act of the Republic of Trinidad and Tobago Chapter 5:01 or any statutory modification/s thereof for the time being in force.

4.9.4 The Form of Contract for this RFP is attached as Appendix 2

APPENDIX 1 – FORM OF PROPOSAL (Attached)

APPENDIX 2 – FORM OF CONTRACT (Attached)