



## REQUEST FOR PROPOSALS

RFP Ref. #: 2/2023

RFP Date: 6<sup>th</sup> March, 2023

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### **Development and Execution of an Integrated Marketing & Communications Campaign to Sensitize and Inform the National Population about the Elections And Boundaries Commission's (EBC's) National Field Verification Exercise**

Closing Date: 3:00 P.M. on Friday 31<sup>st</sup> March, 2023

ELECTIONS AND BOUNDARIES COMMISSION

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RFP Name: Development and Execution of an Integrated Marketing & Communications Campaign to Sensitize and Inform the National Population about the Elections And Boundaries Commission's (EBC's) National Field Verification Exercise

RFP Date: 6<sup>th</sup> March, 2023

## PART A: LETTER OF INVITATION

Our Ref: RFP #: 2/2023

6<sup>th</sup> March, 2023

Dear Sir/Madam

**Re: RFP # 2/2023 – Development and Execution of an Integrated Marketing & Communications Campaign to Sensitize and Inform the National Population about the Elections and Boundaries Commission's (EBC's) National Field Verification Exercise**

Reference is made to the captioned matter.

The Elections and Boundaries Commission hereby invites Proposals for the Development and Execution of an Integrated Marketing & Communications Campaign to Sensitize and Inform the National Population about the Elections and Boundaries Commission's (EBC's) National Field Verification Exercise (NFVE). The provision of the services will be governed by the terms and conditions of the draft Contract contained in Part D of the Request for Proposal (RFP) documents.

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

### A. Acknowledgement of Invitation

Proponents are asked to email their acknowledgement to this RFP invitation using the RFP Acknowledgement Form (Appendix I) to [ebcresearchofficer1@gmail.com](mailto:ebcresearchofficer1@gmail.com) by Wednesday 15<sup>th</sup> March, 2023.

### B. Submission of Proposal

One (1) original and one (1) hard copy of the Technical Proposal and the Financial Proposal must be placed into separate sealed envelopes, labelled in accordance with the Instructions to Proponents, Part B of the RFP documents, and delivered to the address below by no later than 3:00 p.m. on Friday 31<sup>st</sup> March, 2023.

Elections and Boundaries Commission  
Scott House  
134-138 Frederick Street  
Port of Spain

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One (1) electronic copy of the Technical Proposal and the Financial Proposal must be emailed to [ebcresearchofficer1@gmail.com](mailto:ebcresearchofficer1@gmail.com).

A Proponent requiring clarification of the contents of these RFP Documents must notify the Elections and Boundaries Commission in writing via email to [ebcresearchofficer1@gmail.com](mailto:ebcresearchofficer1@gmail.com).

The Proponent's requests for clarifications must be titled "QUERY – REQUEST FOR CLARIFICATION RFP # 2/2023". The request must be specific, must refer to the project title, specific sections and clause and must be sequentially numbered. Inquiries must be received by no later than at 3:00 p.m. on Thursday 23<sup>rd</sup> March, 2023.

The Elections and Boundaries Commission does not bind itself to accept the lowest cost or any proposal.

Yours respectfully



Fern Narcis-Scope  
Chief Election Officer  
Elections and Boundaries Commission

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## CHECKLIST OF DOCUMENTS TO ACCOMPANY THE PROPOSAL

Company Name:

Tender Documents	SUBMITTED?		
	Yes	No	N/A
Technical Proposal submitted and signed by an authorised officer – <i>one original and one copy (Refer to Structure of Technical Proposals in TOR)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Electronic copy sent to ebcresearchofficer1@gmail.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial Proposal submitted and signed by an authorised officer – <i>one original and one copy (Refer to Structure of Financial Proposals in TOR)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Electronic copy sent to ebcresearchofficer1@gmail.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Statutory Documents (Refer to Section ix of Structure of Technical Proposals in TOR)</b>			
Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Most recent Annual Return/Change of Directors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value Added Tax (VAT) Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value Added Tax (VAT) Clearance Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Board of Inland Revenue (BIR) Clearance Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
National Insurance Board (NIB) Compliance Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Financials (Refer to Section viii in Structure of Technical Proposals in TOR)</b>			
Audited financial statements for the last three (3) years or financial statements accompanied by an Accountant's Report if audited financial statements are not available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Years submitted _____			

*This Checklist only includes all mandatory documents required for any Consulting Firm contracting with the Elections and Boundaries Commission. Note that it does not include all information/documents outlined in the RFP document nor any information/documentation deemed necessary for submission by your company.*

Vendor comments (as deemed necessary):

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\_\_\_\_\_  
Authorised Officer (Name, Title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company's Stamp

\_\_\_\_\_  
Date (mm/dd/yyyy)

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## PART B: INSTRUCTIONS TO PROPONENTS

### SUBMISSION OF PROPOSAL DOCUMENT

- Proposal documents and all other related correspondence must be in ENGLISH.
- Proposals must be received by the EBC under seal by no later than 3:00 p.m. on Friday 31<sup>st</sup> March, 2023.
- Each Proposal must consist of:
  - Envelope A: one (1) original and one (1) copy of the Technical Proposal; and
  - Envelope B: one (1) original and one (1) copy of the Financial Proposal.The **name and address** of the firm **MUST** be printed on this envelope.
- No cost information should be included in the Technical Proposal (Envelope A).
- All proposals must be duly signed by an authorised officer.
- One (1) electronic copy of the Technical and Financial Proposals must be sent to [ebcresearchofficer1@gmail.com](mailto:ebcresearchofficer1@gmail.com).
- There should be no “white off” used on the Proposal documents. Any alterations or erasures in the offer shall be initialled by the person making the offer and in the case of a company, partnership or business, by a duly authorised officer or employee of such company, partnership or business.
- The packages must be delivered to the Elections and Boundaries Commission Head Office located at Scott House, 134-138 Frederick Street, Port of Spain and be addressed as follows:

**The Chief Election Officer  
Elections and Boundaries Commission  
Scott House  
134-138 Frederick Street  
Port of Spain**

**RE: DEVELOPMENT AND EXECUTION OF AN INTEGRATED  
MARKETING & COMMUNICATIONS CAMPAIGN TO SENSITIZE AND  
INFORM THE NATIONAL POPULATION ABOUT THE ELECTIONS AND  
BOUNDARIES COMMISSION'S (EBC'S) NATIONAL FIELD VERIFICATION  
EXERCISE**

- Any Proposal received by the EBC after the Deadline for its Receipt, will NOT be considered.
- All Consulting Firms are required to inform the EBC via e-mail of their intention to respond to this RFP at their earliest convenience. Such correspondence must be addressed to the Chief Election Officer, via email at [ebcresearchofficer1@gmail.com](mailto:ebcresearchofficer1@gmail.com).

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- The Consulting Firm whose response best meets the requirements will be invited to meet with representatives of the EBC for further discussions.
- The Consulting Firm shall wholly absorb all costs incurred in the preparation and presentation of the Proposal.

**NOTE: The Consulting Firm is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the RFP documents. Failure to comply with the requirements of this RFP will be at the Consulting Firm's own risk. Proposals, which are not substantially responsive<sup>1</sup> to the requirements of the RFP documents, will be disqualified.**

A RFP Submission Checklist is enclosed for submission with your RFP packages and must be signed by the Authorized Officer and stamped with the Company's Stamp.

## **MANDATORY REQUIREMENTS**

Any Proposal that fails to meet the Mandatory Requirements stipulated below will be deemed nonresponsive and will be given no further consideration:

- The Consulting Firm must provide documents that demonstrate their organisation's financial status.
- The Consulting Firm must establish that it has the legal capacity to enter into contracts as supported by evidence of its registration status.
- The Consulting Firm must provide evidence that it has fulfilled all tax and other applicable statutory obligations.

Please refer to Section viii and ix of the "Structure of Technical Proposals" for a list of financial and statutory requirements.

## **EVALUATION PROCESS**

The evaluation process is structured in such a way to select the most economically advantageous proposal, which is best suited to meet the requirements of the EBC. The evaluation would be carried out in accordance with the pre-determined criteria listed below. The Consulting Firm whose Proposal best meets the requirements of the EBC will be selected.

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<sup>1</sup> A substantially responsive proposal is one, which, conforms to all the terms, conditions and specifications of the RFP Documents without material deviation, reservation or omission. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which is rendered to be significantly inconsistent with the RFP requirements of the EBC.

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### **Evaluation Criteria**

<b>EVALUATION CRITERIA</b>	<b>WEIGHTS</b>
Methodology	20%
Project Schedule and Timelines	10%
Experience (Service and track record, references, etc.)	20%
Academic Qualifications of key personnel	15%
Project Execution	15%
Cost	20%
<b>TOTAL</b>	<b>100%</b>

Proponents will be evaluated on the above competencies and are required to achieve a minimum score of not less than 50% of the points allocated for each evaluation criterion, as well as not less than 75% of the maximum score attainable, to be deemed technically qualified to be considered for the award of contract.

**NOTE: The Technical Proposal will be weighted at 80% while the Financial Proposal will be weighted at 20%. Financial Proposals will be opened for all Technical Proposals scoring above 75% of the maximum score attainable.**

### **CLARIFICATION OR INTERPRETATION OF ITEMS**

Questions related to this RFP should be submitted via email to [ebcresearchofficer1@gmail.com](mailto:ebcresearchofficer1@gmail.com). Questions will be clarified by the EBC in writing, prior to accepting the proposals.

The Proponent's requests for clarifications must be titled "QUERY – REQUEST FOR CLARIFICATION RFP # 2/2023". The request must be specific, must refer to the project title, specific sections and clause and must be sequentially numbered. Inquiries must be received by no later than 3:00 p.m. on Thursday 23<sup>rd</sup> March, 2023.

### **VALIDITY PERIOD**

All prices quoted in the bids shall be valid for at least **ninety (90) days** from the RFP closing date. In exceptional circumstances, the EBC may request an extension of the period of validity.

In the event that an extension is requested, Consulting Firms who extend their validity date will not be permitted to alter their bid Proposal.

### **PAYMENT SCHEDULE AND TERMS**

Payments will be made by the Chief Election Officer on the successful completion and acceptance of the deliverables as listed hereunder.



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Payment for services will be treated as follows:

- Payment of **30% mobilization fee** upon completion, submission and approval of advertising and promotional creative
- Payment of final **70% over two tranches** based on agreed project milestones.

Subject to the acceptance of the Services by the EBC, the EBC shall aim to pay the Consulting Firm within **thirty (30) days** upon receipt of an original invoice. Payment terms may be negotiated during the contract signing. Payment to firms will be made by cheque.

## **CURRENCY**

Prices shall be quoted in Trinidad and Tobago Dollars (TT\$).

## **CONTRACTS**

The EBC reserves the right to use its own form of contract or to negotiate on the basis of the Consulting Firm's proposed contract(s) at its own discretion.

## **DELIVERY PERIOD**

The contract delivery period **MUST BE STATED**.

## **UNSOLICITED INFLUENCE**

Any attempt by a Consulting Firm to influence representatives of the EBC in the evaluation process, will result in disqualification of the Consulting Firm.

## **CONFLICT OF INTEREST**

Whether or not actual or potential conflict of interest exists, depends on the facts and circumstances as disclosed by the Consulting Firm in response to this Request for Proposal and as determined by the EBC. The EBC is the final authority for determining whether a conflict of interest exists and shall reject a Proposal or terminate a contract with any entity that has or is found to have a conflict of interest.

## **COMMUNICATION/NOTIFICATION OF AWARD**

Communication between the EBC and Consulting Firms shall be by post, telephone, facsimile transmission, courier service, personal delivery or email, to the addresses designated by parties for that purpose.

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## **EXECUTION OF AGREEMENT**

After receiving notice of award from the Chief Election Officer, the successful Consulting Firm is required to execute a contract with the EBC, prior to commencement of the Services.

## **END OF INSTRUCTIONS TO PROPONENTS**

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## PART C: TERMS OF REFERENCE

### BACKGROUND AND HISTORY

The Elections and Boundaries Commission (the EBC) is responsible under the Representation of the People Act Chap. 2:01 (the ROP Act) for the maintenance and publication of Electoral Lists of all persons qualified to be and duly registered as electors in various electoral districts. Electoral Lists form the foundation of election administration and are continuously changing as new registrants are added and existing registrants change addresses or become inactive (by death or migration). The Electoral List is a permanent, continually updated database of all persons who are qualified as electors in Trinidad and Tobago.

As at 26<sup>th</sup> January, 2023, there were approximately 1.14 million persons included on the Electoral List. An accurate and up-to-date Electoral List is the cornerstone of any functional democracy and is essential to the conduct of efficient, free and fair elections and protecting the integrity of our elections.

The EBC has a statutory obligation to publish for public scrutiny, on 1<sup>st</sup> July of every year, an Annual List of Electors for the entire country. The relevant parts of this List (by geographical area) are placed at the respective Registration Area Offices/Sub-Offices and are posted on the EBC's website. The public is then invited, through the media, to examine same. This gives individuals the opportunity to verify the accuracy of their registration status, name and address and to notify the EBC where a change is necessary.

At this time, the accuracy of the Electoral List is largely dependent on Registrants taking the initiative and actively informing the EBC of any registration changes which would affect the Electoral List such as change of name or address, the death of a relative abroad or migration. To a lesser extent, some changes are informed by reliably verified information from Government sources e.g. Registrar General's Department. The EBC **MUST** conduct field checks to verify the accuracy of the information provided by registrants.

It is to be noted that usually persons who change residence rarely focus on their registration status and as such, without a requirement by law, individual electors often fail to notify the EBC of changes of address. Therefore, the only means by which the EBC can verify registrants' addresses is by conducting a National Field Verification Exercise (NFVE) to update its Electoral Lists. The EBC proposes to conduct this exercise over a one-year period starting in 2023. The NFVE will cover all forty-one (41) constituencies in Trinidad and Tobago.

The goal of the NFVE is therefore to create an up-to-date List of Electors. Consistent with its mandate of conducting efficient, free and fair elections, the EBC recognizes that a revised Electoral List can better inform budgeting for:

- i. Ballot paper requirements;
- ii. Polling station numbers; and

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- iii. Polling day staff.

The following are the key objectives of the NFVE:

- i. To ensure, as far as practicable, that each person whose name appears on the List of Electors is entitled to be on this List and is listed at his/her correct address within the respective polling division.
- ii. To obtain information on persons whose names appear on the List of Electors for a particular polling division but are:
  - dead;
  - residing at another location;
  - no longer resident in Trinidad and Tobago (migrated); or
  - not known at that location.

In this regard, the NFVE is focused principally on the following target groups:

- i. Persons who have moved;
- ii. Persons who have migrated; and
- iii. Persons who have died.

**This exercise will not require the registration of individuals.**

## **CURRENT ENVIRONMENT**

The Elections and Boundaries Commission previously conducted three (3) similar exercises:

- 1969/1970 - A National House-to-House Survey;
- 1985 - A Countrywide Registration Exercise; and
- 2001 - A National House-to-House Survey.

The current RFP is open to subject-matter experts in the field of marketing and communications.

In 2020, (3<sup>rd</sup> November, 2020 to 8<sup>th</sup> January, 2021) the EBC sought to sample its Electoral List and conducted a limited field verification exercise within the constituency of Port-of-Spain North/St. Ann's West utilizing its 2020 Electoral List. The exercise, which consisted of verifying the registration information and address for each registered elector, revealed that approximately 40% of the Electoral List required updating.

Furthermore, the emergence of the COVID-19 virus led to many disruptions to the lives of all members of the public. As such, the number of persons who may have changed addresses without informing the EBC is likely to be higher than average.

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The foregoing issues, highlight the potential for inaccuracies in representation in a constituency and further underscore the critical need for a National Field Verification Exercise. The results of the NFVE will be used to create an up-to-date Electoral List which is more representative of the current status of the population and will assist the EBC in fulfilling its mandate of conducting efficient, free and fair elections.

Within the next three (3) years, the following elections will become constitutionally due:

- i. Local Government Elections (extended term expires on 2<sup>nd</sup> December, 2023);
- ii. Parliamentary Elections (current term expires on 7<sup>th</sup> August, 2025); and
- iii. Tobago House of Assembly Elections (current term expires on 5<sup>th</sup> December, 2025)

The EBC anticipates that the successful completion of the NFVE will result in an updated Electoral List before these elections become due.

## **PROJECT OBJECTIVES**

The objective of this RFP is to select an appropriate Marketing and Communications Service Provider (Consulting Firm) to provide the expertise needed to successfully develop and execute an integrated marketing and communications campaign for the NFVE on behalf of the Elections and Boundaries Commission within the stipulated timeframe.

More specifically, the following objectives relate to the Campaign and the Consulting Firm will be required to perform tasks which will:

- Inform the public that the EBC is embarking on a national field verification exercise;
- Make the distinction in all messaging that this is not a Census and showcase what the Staff would look like;
- Publicize the dates of the NFVE and explain the process;
- Define the public's role in ensuring the successful conduct of the NFVE;
- Gain the public's acceptance and support;
- Influence the public to assist in the promotion of the NFVE; and
- Assure the public that the data collected is strictly confidential.

## **KEY MESSAGES**

The following messages should be highlighted during the campaign:

- i) What is a National Field Verification Exercise and why is it conducted?
- ii) What is the importance of the Electoral List to the democratic process and why is it important to ensure that the Electoral List is up-to-date?

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- iii) That this is **NOT** a Census and the needs of the EBC are different to that of the CSO.
- iv) That this is **NOT** a registration exercise.
- v) The questions which will be asked during the Exercise.
- vi) The importance of answering the questions truthfully.
- vii) That the information provided will be kept strictly confidential.
- viii) How to identify the Field Officers conducting the exercise.

## SCOPE OF SERVICES

The Consulting Firm is required to undertake the following activities:

- i. Develop a strategic marketing and communications campaign which will roll out into a multi-media campaign;
- ii. Provide a clear implementation schedule for the execution of the aforementioned campaign with milestones. The Plan must clearly state specific tactics to be used, with an itemized budget and timelines;
- iii. Produce and present mock-ups of print, radio, television and social media promotions. Scripts and story boards must form part of the presentation. Any other marketing tactics should also be presented;
- iv. Develop a minimum of three (3) jingles for the campaign to communicate the message across the cultural and ethnic sub-populations inclusive of the youth population;
- v. Execute all aspects of the development of print, electronic and social media promotions; and
- vi. Provide a final report at the end of the Campaign outlining its effectiveness.

## PROJECT DELIVERABLES

The project is to be delivered within a period of six (6) to nine (9) months from the signing of the contract through to the submission and acceptance of the final report by the EBC.

The specific deliverables of the project are as follows:

- i. Project Plan for the integrated marketing and communications campaign outlining the methodology, strategy and timelines for execution of all project milestones;
- ii. Presentation on the creative interpretation of the strategy with mock-ups of print, radio, television and social media promotions;
- iii. Create social media platforms for the EBC;
- iv. Advertisements in the print, electronic and social media (both content creation and media placement);

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- v. Completed jingles; and
- vi. Final report to be submitted within two (2) weeks of the conclusion of the campaign.

## **ADMINISTRATIVE ARRANGEMENTS**

The Manager, Corporate Communications, Mrs. Bobbi Rogers will manage the assignment. A process of continuous consultation with the team is thus required. In general, the Consulting Firm will:

- Work very closely with the Corporate Communications Team and key stakeholders at every stage of the assignment;
- Report to the Manager, Corporate Communications as deemed necessary;
- Be responsible for alerting the Manager, Corporate Communications on all major issues pertinent to the successful execution of the assignment.

## **CHARACTERISTICS OF THE CONSULTANCY**

Type of Consultant: Consulting Firm

Expected start date and duration: 17<sup>th</sup> April, 2023; six (6) – nine (9) months

Expected Work location: To be determined

## **CLIENT INPUTS**

EBC will provide the following:

- Facilitate the Consultant's access to all necessary information
- Provide the Consultant with the administrative and logistical support for meetings and workshops.
- Client will coordinate meetings for consultation and discussions based on the work plan/schedule
- Basic office accommodation at Client's Office

## **GENERAL TERMS AND CONDITIONS**

The following terms and conditions will also apply.

- i. Consulting Firms must indicate, in writing, all parties concerned with, or contributing to, the Proposal including any subcontracts or similar arrangements.
- ii. Unless otherwise expressly agreed, there shall be no binding contract between the successful Consulting Firm and the EBC unless and until a written contract is executed by both Parties.
- iii. The requirements specified in this RFP reflect those known at present. The EBC reserves the right to vary the final requirements prior to the closing date of the RFP and in such event, will issue an addendum to the RFP, along with a reasonable extension to the RFP's closing date.

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- iv. All documentation submitted and statements made as part of, or in connection with, the successful Proposal will be carried forward as part of the contract.
- v. The EBC will treat all information contained in a Consulting Firm's response, and any subsequent information, as commercially confidential and will not disclose it to any third party, without specific written authority.
- vi. No advertising, press release or any other information relating to the submission or acceptance of any Proposal shall be published in any newspaper, magazine, journal or other medium without the prior consent of the EBC.
- vii. This RFP and any contract arising from it shall be construed according to and governed by the laws of the Republic of Trinidad and Tobago and the Consulting Firm agrees to submit to the exclusive jurisdiction of the Trinidad and Tobago courts in any dispute or difference of any kind which may arise concerning this RFP or any related contract.
- viii. Consulting Firms will be required to comply with the appropriate Health and Safety measures and all Public Health Guidelines in light of the COVID-19 pandemic and are required to include within their Proposal their approach to working conditions under COVID-19 pandemic constraints.

## **STRUCTURE OF TECHNICAL PROPOSALS (Envelope A)**

Consulting Firms are required to submit their Proposals in the format specified below.

### **i. Executive Summary**

- Give a synopsis of the solution, items to be supplied, services to be offered, full details of the technical requirements and deliverables that will be used and/or supplied to conduct an Integrated Marketing and Communications Campaign for the National Field Verification Exercise at sound industry standards and practices.
- Previous experience in the provision of this solution or similar solutions.
- Proposed cost of the solution to be provided (VAT Exclusive), including any options offered.

### **ii. Elections and Boundaries Commission's Requirements**

The Consulting Firm should describe its interpretation of the EBC's requirements and how their Proposal best meets them.

The following outlines the minimum requirements of the RFP for the NFVE:

- All works are to be conducted to the highest standards and sound industry practices must be observed;
- The Services shall be performed by the selected Consulting Firm in accordance with the agreed Scope of Services and Project Deliverables;



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- Intended Consulting Firms are to exercise all reasonable care and diligence and act with the utmost good faith in the best interest of the EBC;
- Consulting Firms are to not commit the EBC in any way whatsoever without its prior consent in writing, and shall, where appropriate, make this obligation clear to third parties;
- The selected Consulting Firm is to designate a representative (Consulting Firm's Designated Representative) with the understanding that all information provided to that representative shall be considered as having been given to the Consulting Firm;
- The selected Consulting Firm is required to report to and accept instructions from the EBC's Designated Representative;
- All data collected will remain the property of the Elections and Boundaries Commission of Trinidad and Tobago;
- The Consulting Firm will indemnify the EBC against all liabilities, claims, demands, actions, proceedings, costs, charges, expenses or loss in respect of each and every claim for damages or compensation as a result of infringement of any intellectual property rights arising out of or in connection with an agreement between the EBC and the Consulting Firm;
- The selected Consulting Firm will provide fortnightly progress reports detailing the activities performed in relation to what was scheduled during the period;
- The selected Consulting Firm will provide an activity log of all work performed over the contract period; and
- All Consulting Firms are required to comply with the appropriate Health and Safety measures and all Public Health Guidelines in light of the COVID-19 pandemic and are required to include within their method statement their approach to working conditions under COVID-19 pandemic constraints.

### **iii. Consulting Firm Profile**

A business profile of the Consulting Firm, which should include the following:

- The company's history and structure, including number of years in operation, and location of relevant sites/offices;
- Names and titles of Senior Management and Directors;
- The company's size (by assets or revenue);
- Number of staff – total employed;
- The number of years that the company has been executing projects of the type being proposed;
- A list of similar projects; and

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- The number, role, expertise, of the staff members relevant to this Proposal (i.e. those that will be executing the work). Resumes should be included.

**iv. Methodology**

The submission must include a detailed description of the methodology that will be used by the Consulting Firm in order to develop and execute the integrated marketing and communication campaign for the NFVE. This includes the types of advertisements and media to be utilised. This must be specifically addressed in the Proposal submitted. Methods to be used to address problems that may arise must also be provided. The Consulting Firm must conceptualise and execute all marketing and communication strategies relating to the NFVE; these must be specifically addressed in the Proposal submitted.

**v. Project Implementation/Scheduling**

The Consulting Firm should identify a proposed project schedule with the sequence of all the activities to be undertaken, such as the duration of the proposed project, timelines, project milestones, phases, assigned responsibilities and resources to be used – i.e. how the project described in the Technical Request is to be executed. Consulting Firms may use any graphical or tabular method for presenting the proposed project schedule (e.g. Detailed Gantt Chart, Pert Chart or other representation of tasks, timelines and resources). Refer to Appendix II for guidance on the expected duration for various activities.

**vi. Training/Knowledge Transfer**

The Consulting Firm should prepare a synthesised version of any information obtained during the campaign with the aim of either delivering a presentation to a small team and/or providing a concise report that effectively summarizes the most noteworthy findings of the campaign in both hard and soft copies.

**vii. References**

Consulting Firms are required to share the contact information of three (3) client references that have utilised similar services in Trinidad and Tobago, regionally and/or internationally. These references are to be presented in the format listed in Appendix III.

**viii. Financials**

Consulting Firms are required to provide audited financial statements for the last three (3) years or financial statements accompanied by an Accountant's Report, if audited financial statements are not available. The financial statements should comprise:

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- An Independent Auditor's Opinion or Accountant's Report issued by a firm or practitioner with a valid practicing certificate issued by the local accounting body – Institute of Chartered Accountants of Trinidad and Tobago (ICATT); and
- The primary financial statements (Statement of Financial Position signed by the Directors, Statement of Comprehensive Income, Statement of Changes in Equity and Cash Flow Statement) with supporting notes.

**ix. All Other Statutory and Industry Related Requirements**

- Certificate of Incorporation;
- Most recent Annual Return/Change of Directors;
- Value Added Tax (VAT) Registration Certificate;
- Value Added Tax (VAT) Clearance Certificate;
- Board of Inland Revenue (BIR) Clearance Certificate; and
- National Insurance Board (NIB) Compliance Certificate.

***Original documents must be provided on request and should be valid for the period of the RFP.***

**STRUCTURE OF FINANCIAL PROPOSALS (Envelope B)**

A detailed breakdown of the costs for the project disaggregated by activity/milestone must be included. Any incidental costs must be specifically stated. The Proposal must clearly identify ALL project costs.

**END OF TERMS OF REFERENCE**

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## PART D: DRAFT CONTRACT

### REPUBLIC OF TRINIDAD AND TOBAGO

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the Elections and Boundaries Commission ("the Client") having its principal place of business at Scott House, 134-138 Frederick Street, Port of Spain in the island of Trinidad and \_\_\_\_\_ ("the Consultant") having its principal office located at \_\_\_\_\_.

#### WHEREAS:

- (i) The Client requires Marketing and Communications services in support of its National Field Verification Exercise which is more particularly described in the Terms of Reference which is hereto annexed as "Appendix 1".
- (ii) The Consultant has represented to the Client that the Consultant holds the requisite qualifications, experience and skills as are set out in the Scope of Works and is capable of carrying out the Required Services.
- (iii) The Client and the Consultant have agreed to the Proposals submitted by the Consultant, in accordance with the terms and conditions set out below.

#### THE PARTIES HEREBY AGREE AS FOLLOWS:

##### 1. APPENDICES TO AGREEMENT

The following appendices shall be deemed to form an integral part of this Agreement:

Appendix 1: Terms of Reference

Appendix 2: Proposal

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Appendix 3: Deliverables and Payment Schedule

Appendix 4: Activity and Time Schedule

Appendix 5: Letter of Award dated \_\_\_\_\_

Where any conflict arises between this Agreement and any of its Appendices, this Agreement shall take precedence. Where such conflict arises out of written modification of this Agreement by the Parties, as provided by Clause 3 herein, such modification will take precedence with regard to the issue or matter which it sought to modify.

## **2. TERM**

The Consultant shall perform the Services over a \_\_\_\_\_ period commencing from \_\_\_\_\_ and ending on \_\_\_\_\_ or any other period as may subsequently be agreed by the Parties in writing.

## **3. MODIFICATION**

Modification of the terms and conditions of this Agreement, including but not limited to any modification of the Services or the Contract Price, may only be made by written agreement between the Parties.

## **4. PAYMENT**

### **A. Schedule of Payments**

4.1 The Elections and Boundaries Commission shall pay the Consultant in accordance with the Payment Schedule agreed between the Parties to the contract that is annexed as Appendix 3.

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## **B. Payment Conditions**

4.2 Payment of any fees by the Client shall be without prejudice to any claims or rights which the Client may have against the Consultant and shall not constitute any admission by the Client as to the performance by the Consultant of its obligations hereunder. Prior to making any such payment, the Client shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Consultant.

4.3 Where the Deliverable is unsatisfactory and the Client has within the specified period, i.e. seven (7) days, notified the Consultant that the Deliverable is unsatisfactory, payment shall be made only upon resubmission of a Deliverable that is satisfactory to the Client. A decision that a deliverable is satisfactory to the Client shall be based upon criteria accepted by both the Client and the Consultant.

## **5. PROJECT ADMINISTRATION**

5.1 The Client designates \_\_\_\_\_ as its Project Coordinator. The Coordinator will be responsible for the coordination of the activities, the acceptance and approval of the reports and other deliverables by the Client, and for receiving, certifying and securing the approval of invoices for payment under this Agreement.

## **6. DELIVERABLES**

6.1 The deliverables listed in Appendices 1 and 2 shall be submitted within the period stated therein on the dates set out in the Activity and Time Schedule agreed to by the Parties, said Schedule being attached hereto, as Appendix 4.

6.2 Notwithstanding Clause 6.1 above, the Parties may agree to extend the time and dates for the submission of the deliverables listed in the Proposal.

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## **7. INDEPENDENT CONSULTANT STATUS**

The Consultant shall at all times remain the independent Consultant of the Client, and neither Party shall represent itself to be an agent of the other. The Consultant shall be responsible for any and all taxes, duties, fees, levies and other impositions imposed on the Consultant in respect of this Agreement.

## **8. INTELLECTUAL PROPERTY**

(a) Any and all copyright, trademarks and other intellectual property rights that are created as a direct result of the performance of the Services by the Consultant under this Agreement shall be deemed to be assigned absolutely in perpetuity to the Client.

(b) In the event that any third-party intellectual property rights are used in the provision of the Services, the responsible Party will obtain the necessary consents, approvals and licenses for use of same by the Parties.

(c) All documents of whatever nature provided by one Party to the other Party in connection with the Services shall remain the intellectual property of the providing Party, but the other shall have a one-time use license to use the documents for purposes relating to the provision of the Services only. The Party receiving the documents shall not be entitled to make use of any documents provided for the carrying out of additional or similar work on or for any other project, works or brief unrelated to the provision of these Services. All documents provided by a Party to this Agreement shall remain the property of the providing party and shall be returned upon the completion of the Services.

(d) The Consultant shall not publish either jointly or severally with any other person any article, photograph or other illustration relating to the provision of the Services without the permission of the Client, such permission to be in writing and not unreasonably withheld.

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## **9. OWNERSHIP OF MATERIAL**

Any studies, reports or other material, graphic, software or otherwise (inclusive of the social media platforms), prepared by the Consultant for the Client under the Agreement shall belong to and remain the property of the Client.

## **10. PERFORMANCE STANDARDS**

The Consultant undertakes to perform the Obligations and Services, as more particularly set out in Appendices 1-4 herein, with the highest standards of professional and ethical competence and integrity.

## **11. COMPLIANCE WITH INSTRUCTIONS**

The Consultant shall comply with all reasonable instructions of the Client regarding the requirements of the Client under the Agreement.

## **12. PROHIBITION OF CONFLICTING ACTIVITIES**

The Consultant:

- a) shall not engage, either directly or indirectly, during the term of this Agreement in any business or professional activities which would be in conflict with the execution of this Agreement;
- b) warrants that he has the full capacity to enter into this Agreement and is not engaged in, or has not been engaged in, any situation that would give rise to a conflict of interest situation, to the best of his knowledge, information and belief.



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### **13. CONFIDENTIALITY**

The Consultant:

a) shall maintain in confidence any information provided to him either directly or indirectly, under, or in participation in, the execution of this Agreement, taking all such reasonable security measures as he would usually take to protect his own confidential information and trade secrets, and shall use all information provided to him only for the purposes of facilitating this Agreement;

b) shall not, either during the term of this Agreement or within two (2) years of its expiration, or such earlier time as the confidential information reaches the public domain other than through the default of the Consultant disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or the Client's business or operations without the prior written consent of the Client.

### **14. INDEMNIFICATION**

The Consultant shall defend, indemnify, protect and save harmless the Client and its agents, servants and employees from and against any and all suits, claims, demands of whatsoever kind or nature arising out of any negligent act, error or omission of the Consultant, its agents, employees and representatives in the performance of services, including but not limited to expenditure for costs of investigations, hiring of experts, witnesses, court costs, attorneys' settlements, judgments or otherwise.

The Consultant shall reimburse the Client for any cost incurred by the Client to correct or modify any of the services submitted by the Consultant that are found to be defective or not in accordance with the provisions of this agreement and all works resulting from and related to such of the services submitted by the Consultant as are found to be defective or not in accordance with the provisions of the Agreement.

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## **15. PROVISION OF SERVICES AND FACILITIES**

The Client shall:

- a) provide the Consultant with all information that is to be part of, or assist in the performance of the Services, once it is capable of so doing;
- b) make all payments to the Consultant in a timely manner according to the terms of Clause 4 and Appendix 3 of this Agreement;
- c) provide any and all instructions to the Consultant, giving the Consultant a minimum of two (2) days to so comply.

## **16. FORCE MAJEURE**

16.1 If the performance of the Agreement or any obligation under it is prevented, restricted or interfered with by reason of the following circumstances which are deemed by these presents to be beyond the reasonable control of the party obliged to perform it, such as fire or other causality, Act of God, strike or labour dispute, war or any law, order or requirement of any government agency, the Party so affected, upon giving prompt notice to the other Party, shall be excused from performance to the extent of the prevention, restriction or interference, but the Party so affected shall use its best endeavours to avoid or remove the causes of non-performance and shall continue performance under the Agreement with the utmost dispatch whenever such causes are removed or diminished.

## **17. TERMINATION**

17.1 Upon the breach by the Consultant of any of its duties or obligations under this Agreement in relation to the provision of the services, the Client shall have the right to terminate this Agreement by notice in writing to the Consultant.

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17.2 Following any such termination of this Agreement, the Consultant shall indemnify the Client against any direct commercial loss that is associated with the relevant deliverable, up to 50% of the fee paid for the said deliverable suffered by the Client as a result of the Consultant's breach of any of its duties or obligations under this Agreement.

17.3 The Client may terminate this Agreement for convenience at any time, upon not less than thirty (30) days prior written notice to the Consultant. Upon such termination, the Client will be liable to the Consultant for payment of (i) all fees payable for deliverables accepted by the Client to date of such termination, (ii) all fees payable for the work-in-progress, as demonstrated to the reasonable satisfaction of the Client, on a time and material basis; and (iii) such other costs of the Consultant, demonstrated to the reasonable satisfaction of the Client to be directly related to the winding down of the Services and work which are being terminated.

17.4 Either the Client or the Consultant may terminate the Agreement forthwith by notice in writing if (i) the other party is in default of any of its obligations hereunder and such default remains unremedied within fourteen (14) calendar days of the date of receipt of the notice thereof from the party not in default.

17.5 Either the Client or the Consultant may terminate this Agreement forthwith if either party is declared bankrupt, or a receiver or administrative receiver is appointed of any of the other's property.

17.6 The Consultant or its personal representatives shall, upon the termination of the engagement, immediately deliver up to the Client all correspondence, documents, specifications, papers and property belonging to the Client, which may be in the Consultant's possession or under its control.

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## **18. INSURANCE**

The Consultant will be responsible for taking out any appropriate insurance coverage in respect of its duties under this Agreement.

## **19. CONSULTANT'S ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a sub-contract for the performance of any part of the Services, it being understood that:

- i. the selection of a Sub-consultant and the terms and conditions of the sub-contract shall have been approved in writing by the Client prior to the execution of the sub-Contract, and
- ii. the Consultant shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Agreement;

(b) modifying the scope of deliverables as stated in Appendix 3;

(c) modifying the Terms of Reference as stated in Appendix 2.

## **20. ASSIGNMENT**

The Consultant shall not assign this Agreement or sub-contract any portion of it without the Client's prior written consent, such consent to not be unreasonably withheld.

## **21. LAW GOVERNING AGREEMENT AND LANGUAGE**

The Agreement shall be construed, enforced and performed in accordance with the laws of the Republic of Trinidad and Tobago.

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## **22. CONSEQUENCES OF CHANGE IN THE APPLICABLE LAW**

If, after the date of this Agreement, there is any change in the Applicable Law which increases or decreases the reimbursable expenses incurred by the Consultant in performing the Services, then the reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts specified in Clause 4.

## **23. SURVIVAL OF PROVISIONS**

Clauses 8, 9 and 13 of this Agreement and any corresponding rights and/or obligations conferred on either Party shall be enforceable after completion.

## **24. WAIVER**

Failure or neglect by either Party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that Party's rights nor in any way affect the validity of the whole or any part of this Agreement nor prejudice either Party's rights to take subsequent action.

## **25. NOTICES**

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the following addresses, which may be changed by notice:

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The Client:

Chief Election Officer

Elections and Boundaries Commission

Scott House

134-138 Frederick Street

Port of Spain

The Consultant:

## **26. DISPUTE RESOLUTION**

All disputes or differences of opinion relating to the application or interpretation of this Agreement shall be resolved in the first instance by negotiations between the Parties, failing which, recourse may be had to mediation by a third party to be jointly agreed by the Parties.

Any dispute, difference, controversy or claim between the Parties as to matters arising out of or in connection with this Agreement, that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement by arbitration. Arbitration proceedings shall be conducted in accordance with the Arbitration Act of Trinidad and Tobago, Chapter 5, No. 1, or any modifications thereof.

## **27. MISCELLANEOUS**

In any arbitration

- a) Unless otherwise agreed by the Parties, proceedings shall be held in the Republic of Trinidad and Tobago;
- b) the English language shall be the official language for all purposes; and

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c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have hereunto set their hand the day and year first hereinabove written.

Signed by:

Signed by:

For and on behalf of the within named  
Client

For and on behalf of the within  
named Consultant

In the presence of:

In the presence of:

.....  
Witness

.....  
Witness

.....  
Address

.....  
Address

.....  
Occupation

.....  
Occupation

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## PART E: SAMPLE FORMS

### **A. Sample Forms – Technical Proposal (Envelope A)**

- Form 1A: Technical Proposal Submission Form
- Form 2A: Proponent's Work Experience
- Form 3A: Comments and suggestions of Consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client
- Form 4A: Description of the methodology and Work Plan for performing the assignment
- Form 5A: Team composition and task assignments
- Form 6A: Format of curriculum vitae (CV) for proposed professional staff
- Form 7A: Proposed Project Plan/Time Schedule for completing the assignment
- Form 8A: Proponent's Declaration Form
- Form 9A: Confidentiality Agreement
- Form 10A: Sample Banker's Letter

**NOTE:** The Proponents must fill in the appropriate information in the enclosed forms and submit these forms with the Proposal. In addition, the Proponent may include any other form(s), which in his/her opinion will assist in presenting, clearly and concisely, pertinent information relevant to the Work Plan and Time Schedule. *Failure to submit these forms, completed as instructed in the RFP, may result in the Proponent's submission not being considered, or not achieving maximum scores during the evaluation of Proposals.*



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### **FORM 1A: TECHNICAL PROPOSAL SUBMISSION FORM**

To: Elections and Boundaries Commission  
Scott House  
134-138 Frederick Street  
Port of Spain

Madam

We, the undersigned, offer to provide Marketing and Communications Services in accordance with your Request for Proposal dated DATE and subsequent Addenda (insert addenda numbers, if applicable). We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal of ninety (90) days, 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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely

Authorised signature:

Name and Title of Signatory:

Address:

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## FORM 2A: PROPONENT'S WORK EXPERIENCE

### Relevant Services Carried Out in the Last Three Years That Best Illustrate Qualifications

Using the format below, provide information on assignments of similar nature and complexity completed by you i.e. three (3) contracts for the provision of (*Name of Services*) over the past three (3) years. Candidates are advised that all fields must be completed, as the information provided therein is required to ensure the achievement of maximum points during the evaluation of Proposals.

Contract of similar size and nature	
Contract Name	
Award Date	Completion Date
Total Contract Value	
Client information	
Client Name	
Client Address	
Contact Name (Client Representative)	
Telephone (Fixed Line and Mobile)	
Email	
Description of contract similarity	
<ul style="list-style-type: none"> <li>- Description of services provided</li> <li>- Where services have been provided</li> <li>- Contract Duration</li> <li>- Number of professional and support staff assigned to the engagement</li> <li>- Proposed and actual start and end dates</li> <li>- Contract variance (amount and reasons)</li> </ul>	

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**FORM 3A: COMMENTS AND SUGGESTIONS OF PROPONENTS ON THE TERMS OF REFERENCE  
AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE ELECTIONS AND  
BOUNDARIES COMMISSION**

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On the Terms of Reference:

- 1.
- 2.
- 3.

On the Data, Services, and Facilities to be provided by the Elections and Boundaries Commission:

- 1.
- 2.
- 3.
- 4.
- 5.

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**FORM 4A: DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE  
ASSIGNMENT**

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### FORM 5A: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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### **FORM 6A: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

#### **Key Qualifications:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

#### **Education:**

[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

#### **Employment Record:**

[Starting with present position, list in reverse order every employment position held. List positions held by staff member, giving dates, names of employing organisations, titles of positions held, and locations of assignments. Be succinct.]

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**Languages:**

[For each language (if applicable) indicate proficiency: excellent, good, fair, or poor in speaking, reading and writing.]

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
[Signature of staff member and authorised representative of the firm]      Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorised representative: \_\_\_\_\_

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### FORM 7A: PROPOSED PROJECT PLAN/TIME SCHEDULE FOR COMPLETING THE ASSIGNMENT

#### A. Project Plan/Time Schedule

	[1 <sup>st</sup> , 2 <sup>nd</sup> , etc. are days from the start of the assignment.]												
Activity (Work) etc	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
<i>Note: Provide a detailed listing of the tasks to be completed for performing the services, along with an estimated timeline for each task.</i>													



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### FORM 8A: PROPONENT'S DECLARATION FORM

#### A. LITIGATION

1. Have you ever been convicted of any criminal offence in any jurisdiction?  
Yes ☐ No ☐
2. Has any of the director(s) ever had a professional license suspended or revoked?  
Yes ☐ No ☐
3. Has your organisation ever been the subject of any petition for bankruptcy?  
Yes ☐ No ☐
4. Has your organisation ever had any civil judgement against you?  
Yes ☐ No ☐
5. Does your organisation have any pending criminal matters before the court?  
Yes ☐ No ☐
6. Does your organisation have any pending civil litigation matters?  
Yes ☐ No ☐
7. Has your organisation, or any organisation which you have had control over, ever been the subject of any inquiry or investigation?  
Yes ☐ No ☐

If you checked "**Yes**" to any of the above questions, kindly provide the key facts and decisions, including dates, relating to these matters on a separate page to be annexed to this document.

#### B. STATUTORY COMPLIANCE

1. Is your organisation in compliance with the **OSH Act 2004** (as amended) in the form of OSH requirement applicable to your organisation? Kindly provide details of the compliance with the most recent supporting documents.  
Yes ☐ No ☐ Not applicable ☐

If no or not applicable is selected, please provide details:

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RFP Date: 6<sup>th</sup> March, 2023

- 
2. Is your organisation in compliance with the **Minimum Wages Act, Chap 88:04** (as amended)?

Yes ☐

No ☐

Not applicable ☐

If no or not applicable is selected, please provide details:

---

I/We \_\_\_\_\_ make this declaration conscientiously believing the same to be true, and I/we am/are aware that if there is any statement in this declaration which is false in fact, which I/we know or believe to be false or do not believe to be true, I/we may be disqualified from the Tendering process or if awarded the Tender, the contract will be immediately terminated.

---

Declarant Name

---

Declarant Signature

---

Position

---

Date



Company Seal

**FORM 9A: CONFIDENTIALITY AGREEMENT**

RFP Name: Development and Execution of an Integrated Marketing & Communications Campaign to Sensitize and Inform the National Population about the Elections And Boundaries Commission's (EBC's) National Field Verification Exercise

RFP Date: 6<sup>th</sup> March, 2023

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

BETWEEN

The Elections and Boundaries Commission, with its Head Office located at Scott House, 134-138 Frederick Street in the city of Port of Spain in the island of Trinidad (hereinafter referred to as "The Client") of the One Part; and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "The Consultant") of the Other Part.

1. The Client is considering seeking Proposals in anticipations of awarding a Contract for the provision of Marketing and Communications Services (hereinafter called the "Contract").
2. The Consultant wishes to submit a Proposal for the said Contract.
3. Whereas, the Parties intend to exchange information and in the course of such activities it is anticipated that the Parties may wish to disclose to each other proprietary information, which information the Parties regard as confidential.

NOW IT IS HEREBY AGREED as follows:

1. In this Agreement, the following words shall have the meanings hereby assigned to them:  
  
"Agent", in relation to any office or other person includes its/his employees, directors, contractors, sub-contractors, advisers, consultants, legal representatives, accountants and auditors.

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The "Elections and Boundaries Commission" means responsible body charged with the conduct of elections, the delimitation of constituency boundaries and the maintenance of the jury list.

"Disclose" includes but is not limited to any act of divulging, releasing, communicating, transmitting, broadcasting or otherwise transferring or imparting Material Information by any means whatsoever to any person, whether individual or corporate. "Disclosed", "disclosure" and "disclosing" shall be construed accordingly.

"Excepted Information", in relation to either party disclosing or otherwise using the same, means any Material Information which:

- a) at the time of Disclosure or use is, or has come to be, in the possession of that party lawfully and otherwise than in consequence of any improper conduct; or
- b) has been created, originated or supplied by that party and is not composed or derived from or dependent for its meaning or effect upon Material Information already created, originated or supplied by the other party or any of its Agents; or
- c) if obtained directly or indirectly from or through another person or persons, was or came to be (or is reasonably believed to have been or came to be) in the possession of such other person or persons lawfully and otherwise than in consequence of any breach of confidentiality owed by such other person or persons to the Client; or
- d) is not the subject of any prior or concurrent obligation of confidentiality owed to the Client by the party disclosing or using the same or by any of its Agents to the Client; or
- e) is, or subsequently becomes, otherwise than in consequence of improper conduct, a matter of common or public knowledge or record.

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“Improper conduct” includes a breach of any express or implied term of this Agreement or of any other agreement between the Client and the Consultant and any of its Agents. Improper conduct also includes a breach of any other obligation of confidentiality owed by or to the Client to or by the Consultant or any of its Agents.

“Information” includes but is not limited to any information, facts, data, programs, formulae, opinions, comments or ideas expressed in communicable form.

“Material information” means any information concerning any and all of the past, present or future business, activities, projects, policies, plans or contracts of the Client or the Consultant.

“Relevant Period” means a period commencing on the date of this Agreement and expiring five years thereafter or, if within such period the Contract is awarded to the Consultant, a period commencing on the date of this Agreement and expiring five (5) years from the date on which the Contract is substantially completed or terminated early or abandoned.

### **The Consultant's undertakings**

2. In consideration of the undertakings by the Client, the Consultant undertakes during the Relevant Period:-
  - a) not to cause or permit any third party to contravene or prejudice the requirements of this clause;
  - b) not to disclose any Material Information disclosed by or obtained from the Client; and
  - c) not to use Material Information for any purpose except for:-
    - i. the preparation and submission of the Proposal and supporting documents to the Client for the Contract, and any necessary correspondence,

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discussions or negotiations with the with the Client in anticipation of the award of such Contract;

- ii. the proper performance and observance of the Contract, if awarded to the Consultant together with any correspondence, discussions, negotiations, or other matters necessarily arising in connection with the Contract or with any modification or proposed modification thereof or with the ordering or carrying out of any variations or the placing or performance of any subcontract in connection therewith.

### **The Client's undertakings**

- 3. In consideration of the undertakings by the Consultant in clause 2 hereof and subject to clause 5 hereof, the Client undertakes during the Relevant Period:-
  - a) to invite the Consultant to submit a Proposal for the Contract and to make available to the Consultant any Information, including Material Information that the Client may consider necessary to enable the Consultant to prepare and submit the Proposal and to perform the Contract if awarded to the Consultant;
  - b) not to disclose any Material Information disclosed by or obtained from the Consultant except as permitted so to do by the Contract;
  - c) not to cause or permit any third party to contravene or prejudice the requirements of this clause.

### **Exceptions**

- 4. Clauses 2 and 3(b) and 3(c) shall not apply to any Material Information that is:-
  - i) Excepted Information or disclosed or used with the prior consent in writing of the other party.
  - ii) Ordered or required to be disclosed by any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any stock exchange. Provided always that if such an order or requirement arises the

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party proposing to disclose shall give to the other party prompt written notice thereof.

5. Notwithstanding clause 2, hereof, the Consultant may disclose any Material Information disclosed by or obtained from the Client to any of its Agents for a purpose or purposes for which the Consultant is entitled to use the same, provided that the Consultant undertakes during the Relevant Period: -
  - i. to ensure that all persons to whom Material Information is or may be disclosed are aware of the terms of this Agreement and will comply with the obligations of the Consultant as if party themselves to the Agreement; and
  - ii. if so requested by the Client by notice in writing, before making any or any further disclosure, procure the execution by any person or persons identified in the notice, of an agreement in writing (to be prepared by the Client) between the Client and each such person containing substantially the same terms as those contained in this Agreement.

#### **Return or Destruction of Confidential Information**

6. If during the Relevant Period the Consultant receives from the Client or any of its Agents, Material Information in any tangible form and either then or subsequently: -
  - a) submits an unsuccessful Proposal, or fails or is not invited to submit a Proposal, for the Contract; or
  - b) the Contract in connection with which the Material Information has been supplied to the Contractor/Supplier/Consultant is not proceeded with; or
  - c) the Contract, if awarded to the Contractor/Supplier/Consultant, is substantially completed or terminated early or abandoned; or
  - d) for any other reason the Contractor/Supplier/Consultant does not or is unlikely to have any further need of the Material Information

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Then the Consultant undertakes, if the Client requests by notice in writing, to return forthwith the Material Information to the Client and/or its Agent and/or to destroy or procure the destruction of the Material Information, including any copies thereof or any part or parts thereof, which may be in the possession of the Consultant or any of its Agents and to certify in writing to the Client that any destruction requested has been carried out, provided that:-

- i. The Consultant shall not be obliged to return or destroy or procure the destruction of any Material Information which is properly and necessarily held by the Consultant as formal documentation;
- ii. The Consultant shall not be obliged to return or destroy or procure the destruction of any Material Information, which the Consultant may otherwise reasonably require to retain for purposes of its own essential records in connection with the Contract or the performance of any of its obligations thereunder still outstanding, or as evidence of the terms thereof in the event of any dispute, difference or doubt;
- iii. Where, pursuant to proviso (i) above, the Consultant does not return or destroy or procure the destruction of the Material Information, the Consultant undertakes without delay to send to the Client a statement in writing giving particulars of:
  - a) the Material Information concerned;
  - b) the reasons why the Consultant considers it to be formal documentation;
  - c) the Consultant's reasons for not returning or destroying the same or procuring the destruction thereof.
- iv. The Consultant also undertakes to supply any further particulars and/or take any steps for the continued security thereof during the remainder of the Relevant Period which the Client may reasonably require.



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7. Without prejudice to clause 6 above, if any Material Information whose return or destruction is requested is in the possession of any of the Consultant's Agents, the Consultant undertakes to do everything in its power to procure any action on the part of its Agents to enable the Consultant to comply with its obligations.

#### **Maintenance of regular exchange of information**

8. This Agreement shall not be construed as restricting any normal and/or regular interchange of information between the parties and/or their Agents which may be necessary in connection with the Contract.

#### **Security Measures**

9. Each party shall be fully and solely responsible for instituting, maintaining, implementing and enforcing all security or other measures to comply with its obligations under this Agreement. Each party undertakes to use its best endeavours to introduce, implement and enforce any specific security measures or any change in its existing security measures, which may be requested in writing by the other party, which are considered reasonable and practicable and likely to assist or improve the performance of its obligations.

#### **Governing Law**

10. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Trinidad and Tobago and in the event of any dispute relating thereto the parties hereto submit to the exclusive jurisdiction of the High Court in the Republic of Trinidad and Tobago.

IN WITNESS whereof the Client and the Consultant have caused this Agreement to be signed for and on their behalf by the signatories hereto who have been duly authorised so to do by the Client and the Consultant respectively.

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RFP Date: 6<sup>th</sup> March, 2023

For and on behalf of

The Elections and Boundaries Commission

Witnessed by

Signature.....

Signature.....

Name.....

Name.....

Title.....

Title.....

Date.....

For and on behalf of CONSULTANT [Name]

Witnessed by

Signature.....

Signature.....

Name.....

Name.....

Title.....

Title.....

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**FORM 10A: SAMPLE BANKER'S REFERENCE LETTER**

Date:

**PRIVATE AND CONFIDENTIAL**

Chief Election Officer  
Elections and Boundaries Commission  
Scott House  
134-134 Frederick Street  
Port of Spain

Dear Madam

**Re: (Name of company)**

The following information is provided at the request of our above-named customer, in strict confidence, without guarantee, for your private use and without responsibility on the part of this bank or its officials.

The captioned company is involved in (indicate nature of business) and has been banking with us since (year). Credit facilities in the (low, medium or high) (four, five or six) figure bracket have been marked for this account and are being handled to our satisfaction.

We consider the company good for normal contracting transactions and do not think that they would enter into any obligations they could not fulfil.

We hope that the foregoing report is suitable for your purposes.

Yours faithfully

(Signature) \_\_\_\_\_

(Position) \_\_\_\_\_

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**B. Sample Forms – Financial Proposal (Envelope B)**

Form 1B: Financial Proposal Submission Form.

Form 2B: Summary of Costs.

Form 3B: Breakdown of price per activity.

Form 4B: Breakdown of remuneration per activity.

Form 5B: Reimbursable and Miscellaneous Expenses.

Form 2B: Price Schedule. (Alternative, based on the requirements of the project)

**Note:** The Proponents must fill in the appropriate information in the enclosed forms and submit these forms with the Proposal. *Failure to submit these forms, completed as instructed in the RFP, may result in the Proponent's submission not being further considered.*

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**FORM 1B: FINANCIAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

To: Chief Election Officer  
Elections and Boundaries Commission  
Scott House  
134-138 Frederick Street  
Port of Spain

Madam:

We, the undersigned, offer to provide Marketing and Communications Services in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals submitted in separate sealed envelopes). Our attached Financial Proposal is proposed in the sum of [*Amount in words and figures*]. This amount is exclusive of 12.5% Value Added Tax, which we have calculated as [*Amount(s) in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the ninety (90) day validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorised Signature:

Name and Title of Signatory:

Name of Firm:

Address:

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**FORM 2B: SUMMARY OF COSTS**

Costs	Amount(s)
_____	
_____	
_____	
_____	
Subtotal	
Value Added Tax (VAT)	
Total Amount of Commercial Proposal	_____

**Proposed payment terms**

**Proponents are required to provide their proposed payment terms for the provision of the services.**

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**FORM 3B: BREAKDOWN OF PRICE PER ACTIVITY**

<b>Activity No.</b>	<b>Description</b>	<b>Person Hours</b>	<b>Amount (TT\$)</b>
	Grand Total		

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**FORM 4B: BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____		Name: _____	
Names	Position	Input <sup>1</sup>	Amount
Regular staff			
Consultants			
Grand Total			_____

<sup>1</sup> Staff months, days, or hours as appropriate.



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**FORM 5B: REIMBURSABLE AND MISCELLANEOUS EXPENSES**

<b>No.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT (TT\$ VAT EX)</b>
<b>1.</b>	<i>(PLEASE SPECIFY)</i>				
<b>2.</b>					
	<b>SUBTOTAL</b>				
	<b>VAT @ 12.5%</b>				
	<b>TOTAL AMOUNT (TT\$ VI)</b>				

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**FORM 2B: PRICE SCHEDULE (ALTERNATIVE, BASED ON REQUIREMENTS OF PROJECT)**

No.	Description	Unit of Measure	Quantity	Unit Cost (TT\$)	Extended Price (TT\$)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
Subtotal					
VAT at 12.5%					
Total					

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## APPENDIX I: RFP ACKNOWLEDGEMENT FORM

Chief Election Officer  
Elections and Boundaries Commission  
Scott House  
134-138 Frederick Street  
Port of Spain

### ATTENTION: Accounting Executive I

Dear Madam

**Subject: RFP # 2/2023 Development and Execution of an Integrated Marketing & Communications Campaign to Sensitize and Inform the National Population about the Elections And Boundaries Commission's (EBC's) National Field Verification Exercise**

We acknowledge receipt of the above referenced Request for Proposal (RFP) and "will/will not" be submitting a Proposal by the due date.

We confirm that the Proposal that we will submit shall be valid for a period of **ninety (90) days** from the closing date for the submission of the RFP.

Yours Faithfully

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

All communications regarding this Request for Proposal should be sent to the undersigned who is responsible for our Tender.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Direct Tel No \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Company \_\_\_\_\_

Co. Tel. No \_\_\_\_\_

Company \_\_\_\_\_

Mobile Tel \_\_\_\_\_

Address \_\_\_\_\_

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## APPENDIX II: PROJECT SCHEDULE

ACTIVITY	EXPECTED TIMELINE	SCHEDULED PROGRESS UPDATE			DELIVERY DATE
<b>Present a Project Plan with detailed methodology and project milestones</b>	7 days post award of RFP				
<b>Revise Project Plan (if necessary)</b>	10 days post award of RFP				
<b>Conduct integrated marketing and communication campaign for NFVE</b>	6-9 months				
<b>Submit Final Report and make a PowerPoint Presentation to the Executive Team of the EBC</b>	4 weeks post Campaign completion				

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### APPENDIX III: CLIENT REFERENCE FORM

<b>PART A (To be completed by the Proponent)</b>	
Provider Name	
Project Location	
Project Description	
Reference Company	
Reference Name/Designation	
Reference Direct Contact Phone	
Reference Direct Contact Email Address	

<b>PART B (To be completed by the Proponent)</b>	
Project Contract Scope	
Assignment Start Date	
Assignment Completion Date	
Reasons for Delays (project start and/or finish)	
Reasons for Variations (contractual changes)	

Signature (Proponent's Duly Authorised Representative): \_\_\_\_\_ Date

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PART C <i>(To be completed by the Elections and Boundaries Commission)</i>					
Performance Indicators (Please tick appropriate box)	Poor	Fair	Satisfactory	Very Good	Excellent
How would you rate the quality of the services provided?					
How would you rate the quality of the finished product?					
How would you rate the provider's response time in addressing your requests or queries?					
How would you rate the provider's professional interaction with representatives of your organisation?					
How would you rate the overall performance of the service?					

General comments:

.....  
 .....  
 .....  
 .....

Signature (Evaluation Committee Member(s)):

Date