



Organization of American States

REQUEST FOR PROPOSALS ("RFP")

FOR

**CONSULTANCY SERVICES FOR THE CARIBBEAN SUSTAINABLE ENERGY PROGRAM
("CSEP")**

TO

**PREPARE A GEOTHERMAL RESOURCE DEVELOPMENT BILL FOR
ST. VINCENT AND THE GRENADINES**

**GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
("GS/OAS")**

DEPARTMENT OF SUSTAINABLE DEVELOPMENT

MAY 13th, 2011

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REQUEST FOR PROPOSALS (“RFP”)
FOR
CONSULTANCY SERVICES FOR THE CARIBBEAN SUSTAINABLE ENERGY PROGRAM
(“CSEP”)
DEPARTMENT OF SUSTAINABLE DEVELOPMENT

1. BACKGROUND

- 1.1 The Department of Sustainable Development (“DSD”) of the General Secretariat of the Organization of American States (“GS/OAS”) is responsible for providing technical assistance and capacity building to the member states oriented toward rational utilization of natural resources and environmental management for sustainable development with emphasis on the formulation of specific investment projects, and the identification of policy priorities. The DSD is the principal source of expertise in the GS/OAS in relation to environment, sustainable development, natural disaster risk reduction, and renewable energy and energy efficiency. It advises the Secretary General and supports the Councils of the Organization on these matters.
- 1.2 Within the DSD, the Energy and Climate Change Mitigation Division is responsible for the management of projects designed to promote the sustainable development and use of energy. This includes supporting renewable energy, energy efficiency/conservation measures, energy sector cooperation, and integration of energy networks throughout the hemisphere.
- 1.3 On October 9, 2008, the GS/OAS officially launched the European Commission-funded Project “Increasing the Sustainability of the Energy Sector in the Caribbean through Improved Governance and Management.” The working title for the project is the Caribbean Sustainable Energy Program (“CSEP”).
- 1.4 CSEP is designed to accelerate the transition toward cleaner, more sustainable energy use in seven countries of the Caribbean through a comprehensive approach to mitigate the governance and management obstacles that currently impede the development and use of sustainable energy (renewable energy and energy efficiency) in the region. The seven participating countries in CSEP include:
 - Antigua and Barbuda
 - The Bahamas
 - Dominica
 - Grenada
 - St. Kitts and Nevis
 - St. Lucia
 - St. Vincent and the Grenadines
- 1.5 The Government of Saint Vincent and the Grenadines approved its National Energy Policy (“NEP”) in March 2009, with a strong focus on geothermal energy as one of the options to be pursued for the contribution of safe, efficient, reliable, affordable and environmentally friendly electricity generation and supply for all areas in the country.

2. JUSTIFICATION

The GS/OAS requires the services of an expert to assist the Government of Saint Vincent and the Grenadines in drafting its Geothermal Resource Development Bill (“GRDB”). This

shall be done in a manner consistent with the official position of the country's government, its relevant public and private stakeholders, and in consideration of the state and sustainability of the Energy sector.

3. TERMS OF REFERENCE

3.1 Objective:

The primary objective of this consultancy is to support the Government of Saint Vincent and the Grenadines and the OAS-CSEP in efforts to overcome legal obstacles to geothermal development and favor the use of geothermal energy by designing and preparing a draft geothermal bill.

3.2 Activities:

3.2.1 Review the National Energy Policy and Energy Action Plan in order to provide the Government and the OAS-CSEP Project Management Team (PMT) legal advice and recommendations and to propose a draft Geothermal Resource Development Bill.

3.2.2 Examination of relevant judicial decisions or case law.

3.2.3 Examination of Laws of other countries (including those, if any, of other OECS and CARICOM Member States) relating to Geothermal Resource Development to identify the gaps and determine the possible changes required in the Draft Geothermal Resource Development Bill.

3.2.4 Consultation with the government, private companies, and other relevant stakeholders requiring their expectations, goals and priorities for the eventual geothermal legislation.

3.2.5 Preparation of a draft Geothermal Resource Development Bill that balances the objectives of facilitating the development and investment in geothermal energy, while protecting the interests of the country in terms of human health and safety, economic development, long term geothermal resource management, environmental protection and other key objectives.

3.3 Deliverables

3.3.1 A draft Geothermal Resource Development Bill for Saint Vincent and the Grenadines which takes into account the broad legal and regulatory framework

3.3.2 A final draft Geothermal Resource Development Bill taking into account the recommendations from the National Consultation approved by the Energy Unit at the Office of the Prime Minister in Saint Vincent and the Grenadines, and the OAS-CSEP PMT.

3.4 Timeframe

The anticipated period for completion of the Services described herein will be within six (6) months.

4. GOVERNING RULES

The selection process of the consultant services are regulated by:

- 4.1 This RFP.
- 4.2 The Procurement Contract Rules of the GS/OAS approved by Executive Order No. 00-1.1
- 4.3 The Executive Orders, memoranda and other dispositions and official documents of the GS/OAS applicable to this process.
- 4.4 As per donor (European Union) requirements, only citizens or registered institutions in a Member State of the European Union and/or citizens or registered institutions in an eligible African, Caribbean and Pacific (ACP) State in conformity to the Cotonou Agreement² are eligible to be considered for award.

5. BIDDERS' INQUIRIES

- 5.1 Bidders may submit any inquiries or requests for more information and clarification regarding ambiguous specifications in this RFP and/or the Terms of Reference no later than five (5) business days prior to the bid closing date.
- 5.2 These requests must be submitted in a written format to the attention of Mr. Mark Lambrides, Section Chief, Energy and Climate Change Mitigation of the Department of Sustainable Energy Development ("DSD"), by e-mail to: mlambrides@oas.org; with copies to csolozano@oas.org and cpena@oas.org.
- 5.3 The responses to these requests will be submitted in written format to all bidders no later than two (2) business days before the bid closing date.

6. PROPOSAL SUBMISSION

6.1 Submittal Format

- 6.1.1 Proposals are to be submitted in hard copy: two (2) originals. The sealed envelope containing Bidder's proposal shall be labeled:

GS/OAS/CSEP – Geothermal Resource Development Bill for St. Vincent and the Grenadines "DO NOT OPEN" - _____ (<i>Bidder's Name</i>)

- 6.1.2 The proposal shall be delivered to:

the General Secretariat of the Organization of American States Department of Sustainable Development 1889 F Street, N.W., 7th Floor Attn: Mark Lambrides Washington, DC 20006

- 6.1.3 Proposals are also to be submitted by electronic mail or by facsimile (fax # 202-458-3560) to the attention of Mr. Mark Lambrides, Section Chief, Energy and Climate Change Mitigation of the DSD, by e-mail to: mlambrides@oas.org with

1 <http://www.oas.org/legal/english/gensec/EXOR-00101-CORR1.htm>

2 http://ec.europa.eu/development/geographical/cotonouintro_en.cfm

copies to csolozano@oas.org and cpena@oas.org.

- 6.1.4 Proposals are to be signed by the Bidder's legal representative.
- 6.1.5 Price proposals must be valid for at least ninety (90) calendar days as of the closing date of this RFP. This must be stated on the proposal.
- 6.1.6 The Bidder warrants the accuracy and reliability of all information it presents for this procurement process.
- 6.1.7 Bidders shall bear any and all costs or expenses associated with or incurred in the formulation or development of a proposal in response to this RFP.

6.2 Required Documents and Formats of Proposals

6.2.1 Required Documents and Format of Technical Proposal:

- a) A copy of the Bidder's certificate of incorporation.
- b) A copy of the bidder's bylaws.
- c) A copy of the Bidder's license to do business in the corresponding jurisdiction (if required under the law of the duty station where the work is to be performed).
- d) A list of the directors, officers, and the names of any stockholder with more than 50% of the stock.
- e) A copy of the Bidder's latest general balance sheet and copy of the Bidder's latest three (3) audited financial statements. These financial statements must be signed and/or appropriately certified by the Chief Financial Officer of the bidder.
- f) A minimum of five (5) references from entities to which similar services were provided by the Bidder during the last three (3) years. These references should include: the name of the company, contact person, telephone and fax numbers, and e-mail address.
- g) A complete technical proposal in accordance with the Terms of Reference, of this RFP, and including the following three (3) chapters:
 - 1) Technical Approach and Methodology:
Explain understanding of the objectives of the assignment, approach to the services, methodology for carrying out the tasks and obtaining the expected deliverable. Highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them.
 - 2) Work Plan:
Propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the DSD), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference ("TOR") and ability to translate them into a feasible working plan. .
 - 3) Organization and Staffing (applicable only for firms):
Propose the structure and composition of the team. List the main disciplines of the assignment, the key liaison and expert responsible, and proposed technical and support staff.

6.2.2 Required Format of Price Proposal:

- a) The price proposal shall be expressed in US Dollars (US\$) in numbers and in words.
A Fixed Price Contract will be signed with the prospective Contractor and shall include all anticipated expenses for the consultancy, including but not limited to, labor, materials, travel (airfare, hotels, per diem, etc.),

communications and other costs associated with cost of executing the activities.

- b) The maximum bid that will be considered for the execution of this project shall be US\$30,000.
- c) Bidders should describe the key categories of expenditures (i.e. staff remuneration, sub-contractors, travel/per diem, equipment, etc.) when outlining their price proposal.

6.3 Closing Date for Receipt of Proposals

- 6.3.1 Both the sealed and electronic proposals must be received by the GS/OAS no later than close of business ("COB"), **5:30 p.m. EST, on Monday, June 13th, 2011.**
- 6.3.2 Responses after the deadline will not be considered.

7. EVALUATION AND AWARD CRITERIA

7.1 Review and Evaluation of Proposals

The written proposal from each Bidder will be evaluated by the DSD of the GS/OAS.

7.2 Requests for Clarifications and Discussions

- 7.2.1 At any time during the evaluation process, the DSD may submit, in writing, any inquiry or request to the Bidders for explanation or substantiation of its proposals or for offering the opportunity to eliminate minor irregularities, informalities, or apparent clerical mistakes in its proposals.
- 7.2.2 If the DSD considers necessary to have discussions with those Bidders within the competitive range, will issue a request for Best and Final Offer ("BAFO") to all those bidders in order to revise or modify its initial proposal.

7.3 Award Criteria

- 7.3.1 Proposals submitted without the required information and documents as described in Section 5.2, shall be considered incomplete and subject to disqualification.
- 7.3.2 The DSD will review, evaluate, and compare all proposals according to, but not necessarily limited to, the following criteria:
 - 1. Bidder's technical proposal that meets or exceeds the RFP requirements.
 - 2. Bidder's approach, thoroughness, and completeness of the proposal.
 - 3. Bidder's financial stability.
 - 4. Bidder's competency and references.
 - 5. Bidder's price proposal.
- 7.3.3 This RFP does not in any manner whatsoever constitute a commitment or obligation on the part of GS/OAS to accept any proposal, in whole or in part, received in response to this RFP, nor does it constitute any obligation by GS/OAS to acquire any services or goods.
- 7.3.4 The GS/OAS reserves the right to reject any or all proposals, to award partial bids, and to make an award of contract to other than the lowest bidder. The GS/OAS further reserves the right to accept the lowest proposal without

- additional written or oral negotiations with other Bidders.
- 7.3.5 The GS/OAS may choose one of the Bidders responding to this RFP or GS/OAS may decide that none of the proposals are suitable.
- 7.3.6 Before issuing a request for Best and Final Offer (“BAFO), the GS/OAS may choose to negotiate the terms, conditions and deliverables of the Contract with the Bidders that, in the opinion of GS/OAS, are within the competitive range.

8. CONTRACTUAL TERMS AND CONDITIONS

8.1 Data Information Usage

Contractor shall be liable for improper or incorrect use of the data collected or information disclosed to Contractor by GS/OAS in connection with its proposal, and/or in connection with any subsequent contract negotiations between GS/OAS and the Contractor. The data and related information are legal documents and are intended to be used as such. Contractor shall give an express warranty as to the accuracy, reliability, utility or completeness of the information that Contractor submits in connection with its proposal.

8.2 Privileges and Immunities

- 8.2.1 Nothing in the Contract shall constitute an express or implied agreement or waiver by the GS/OAS, the DSD, or their personnel of their Privileges and Immunities under the OAS Charter, the laws of the United States of America, or international law.
- 8.2.2 Contractor is not entitled to any of the exemptions, privileges or immunities, which the GS/OAS may enjoy arising from GS/OAS status as a public international organization.

8.3 Indemnification to Third Parties for Contractor’s Negligent or Wrongful Acts

- 8.3.1 Contractor shall fully indemnify and hold harmless the Organization of American States, GS/OAS, and its officials, employees, agents, affiliates, successors and assigns from and against: (i) all claims, damages, actions, liabilities, losses, fines and penalties, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor’s negligence or deliberate wrongful acts in relation to this Contract, and (ii) worker compensation claims and actions presented by Contractor’s employees and agents.
- 8.3.2 GS/OAS shall notify Contractor as soon as reasonably practicable after any claim covered by this Section is made against it or, with respect to any such claim made against any other person or identity entitled to indemnification under the Contract, within a reasonably practicable time after having been notified of that claim.
- 8.3.3 Contractor is liable to GS/OAS and shall indemnify GS/OAS for losses to GS/OAS’ property sustained through any acts committed by Contractor’s employees, agents, and/or subcontractors acting alone or in collusion. Such acts include, but are not limited to, actual destruction, disappearance, or wrongful abstraction of property, money, or securities.
- 8.3.4 The provisions of this Section shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy

of insurance covering GS/OAS.

- 8.3.5 It is also understood by Contractor that Contractor is not entitled to any of the exemptions or immunities which GS/OAS may enjoy in its character as a public international organization.

8.4 Due Diligence and Information on the Contract

By submitting a proposal, the Bidder represents and warrants that it has studied and is thoroughly familiarized with the requirements and specifications of the Contract in their entirety. This includes familiarity with the Contract Documents attached to the RFP, with all current equipment, labor, material market conditions, and with applicable laws, such that the bidder accepts responsibility for and is prepared to execute and shall completely fulfill all obligations under the Contract. The Bidder also accepts that it will not make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the Contract, or because of any information which is known or should have been known to the Bidder.

8.5 Other Contractual Terms and Conditions

- 8.5.1 Additional Contractual Terms and Conditions of GS/OAS' standard Performance Contract ("CPR") will be provided to the winning bidder and will form part of the CPR. Submitting bidders may request, in writing a copy of the standard Performance Contract template, including all Terms and Conditions for their reference.