



**Request for Proposals
For
Environmental Assessment
for
Proposed 143 MW Combined Cycle Power Plant
at
Hunt Bay, Kingston**

RFP No. 894549

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1. INTRODUCTION

The Jamaica Public Service Company Limited hereafter referred to as JPS is seeking qualified contractors to provide services for an Environmental Assessment for a Proposed Combined Cycle Generation Plant in Hunts Bay environs of Kingston. JPS is proposing a new generation project to be located on the JPS Hunts Bay (South-Side) property. The generating plant will require permits for operations and other activities. As such, the Company is seeking a qualified Consultants to provide services to conduct Environmental Assessment. These services are to yield a report of the assessments and professional opinion and recommendations on the various aspects of the proposed power plant.

2. ABOUT JPS

The Jamaica Public Service Company Limited (JPS) is located on the island of Jamaica in the West Indies. Jamaica lies 145 kilometres south of Cuba and 160 kilometres west of Haiti. Its capital city, Kingston, is about 920 kilometres southeast of Miami. At its greatest extent, Jamaica is 235 kilometres long, and it varies between 35 and 82 kilometres wide, with an area of 10,911 square kilometres. JPS is an integrated electric utility company, and the sole distributor of electricity in Jamaica. The Company is engaged in the generation, transmission and distribution of electricity, and also purchases power from a number of independent power producers.

Marubeni Corporation of Japan and East West Power Company (EWP) of Korea are majority shareholders, with joint ownership of eighty percent of the shares in JPS. The Government of Jamaica and a small group of minority shareholders own the remaining shares.

JPS serves over 600,000 residential, commercial and industrial customers, through a workforce of over of 1,400 employees and a network of offices throughout the island. The Company owns and operates 3 fossil fuelled power stations, 8 hydroelectric plants, one Wind Farm, 54 Substations, and approximately 14,000 kilometres of distribution and transmission lines. Along with the provision of electricity, the JPS is a key partner in national development. The Company has a vibrant corporate social responsibility portfolio and makes significant contributions in the areas of education, sports, and community development. The Company also has a strong environmental focus and carries out its operations in an environmentally friendly manner.

JPS has the following status with Jamaica Customs – **Authorized Economic Operator (AEO)**. It is an internationally recognized quality mark which indicates that the JPS supply chain is secure, and that the JPS customs' procedures and policies are compliant. With this designation, JPS Warehouse and Procurement Teams are subject to audit and monitoring by Jamaica Customs.

The Office of Utilities Regulation (OUR) has regulatory authority over JPS' operations.

3. HISTORY, BACKGROUND & FACILITY DESCRIPTION

The JPS Hunts Bay Power Station complex is located in Kingston along the industrial strip of the Kingston waterfront. The Hunts Bay Power Station is divided into two complexes; the main complex (south side) borders the Petrojam Oil Refinery on Marcus Garvey Drive and is accessible by sea and road transport. This main complex consists of two generating units: Boiler Unit B6 (68.5 MW) now retired and an aero derivative industrial type gas turbine unit – GT 10 (32.5 MW). The secondary complex (north side) is located along Marcus Garvey Drive opposite the main complex and consists of a substation switch yard, energy storage facility and an aero derivative industrial type gas turbine unit – GT 5 (21.5 MW). Both gas turbines (GT 5 & 10) are fired on No. 2 (ADO) fuel oil.

The following fuels are utilized at the Hunts Bay Power Station:

- No. 2 Fuel oil
- No. 2 / Lubricating oil mixture
- Transformer oil

Hunts Bay Power Plant gas turbines 5 and 10, are peaking units that operate during peaking hours when requested.

Unit	Capacity (MW)	Dispatch
	MCR	Classification
Unit B6	68.5	Baseload – retired December 2020
Unit # 5	21.0	Peaking
Unit # 10	32.0	Peaking

Also on the site are the retired A-station building and associated tank. JPS decommissioned the A-Station in 2007 with removal of all electro-mechanical equipment and asbestos containing material (ACM) located within that station.

The following is a list of the major structures at the Hunts Bay Power Station site these are:

South Site

- Five reinforced concrete buildings –
- Administrative Building
- GT 10 Control Room & MCC Room
- Inventory Warehouse
- Canteen
- Laboratory
- B6 Generating Plant
- G 10 Unit and attendant facilities
- Fuel Oil Storage Tanks with concrete bunds
- Chemical Storage Tanks with concrete bunds

- Water Storage Tanks and water treatment facilities
- Attendant Pipelines
- Laboratory
- Open Yard – storage/laydown area
- Green Field (recreational activities)
- Retired “A” Station building with retired Gas Turbines 1 & 2 and associated tank

North Site

- Substation
- Transformers
- Oil Circuit Breakers
- Reclosures
- Insulators
- Gas Turbine 5 and attendant facilities
- Fuel Oil Storage Tanks with concrete bunds
- Fuel Pump Room
- Attendant Pipelines
- Old Training Facility

Other structures on the facilities are roadways, concrete paved areas and out of service equipment. The site soils consist of marl, fill and concrete rubble. Groundwater flow is expected to be southwest towards the adjacent bay.

The Hunts Bay site presently has a perimeter chain link fence and toe-wall and has 24 hour Contracted Security & Surveillance System. The site is inaccessible to the general public. Security guards are posted at the site at all times.

The Steam unit B6 was retired December 2020. GT 5 and GT 10 will be decommissioned after the new Generation Facility is operational.

Surrounding Area Description

The lands to the west and north-north west of the JPS Hunts Bay site have heavy industrial, light industrial, commercial facilities and residential settlements. The southern boundary of the site borders the Kingston Harbour. The eastern boundary has heavy to light industrial facilities and commercial facilities.

Lands to the north are mainly residential communities with commercial and open spaces. There are schools, a cemetery and other government facilities to the North, North West of the Hunts Bay site.

4. PROPOSED PROJECT DESCRIPTION

4.1. Power Plant Technical Specifications

The Facility is a 2x1, 143 MW net, nominal natural gas fired combined-cycle, sea water cooled power plant that will be constructed on coastal property at the existing Hunts Bay Power Plant, Kingston Jamaica. An existing 68MW GT 10 unit that burn fuel oil will be decommissioned after the new Facility is operational

The Facility consists of two dual fuel natural-gas-fired/ADO gas turbine generators (GTG), two heat recovery steam generators (HRSG) without supplemental firing, one steam turbine generator (STG), a sea water cooled condenser, and related ancillary equipment. The Facility shall use natural gas as the primary fuel and Automotive Diesel Oil (ADO) as the emergency backup fuel during such times that natural gas is not available.

The Steam Turbine and auxiliary equipment heat rejection system is limited to a 5°C temperature rise of the cooling water.

Other permanent equipment and facilities included in Engineering & Procurement Contractor's Scope include:

- Demineralized water production facility for steam cycle water make-up
- Wastewater treatment facility
- Instrument Air and Plant Compressed Air System
- Black Start Diesel Generator
- Emergency Standby Diesel Generator
- Diesel and Electric Fire Pumps
- Control/Admin and Shop/Warehouse Buildings
- Combined well-firewater storage tank
- Shore-front seawater intake structure with screen and filtration equipment
- Seawater pipeline to the steam condenser
- Seawater return pipeline from condenser extending approximately 100 meters out into the bay on the sea bottom
- Drinking water will be supplied by the City of Kingston
- Untreated sanitary waste will be discharged to the City of Kingston collection system
- New natural gas and ADO supply pipes from the west site boundary to the gas turbines on the east side of the site
- Repurpose and use an existing ADO Day Tank
- Three 13.8kV to 69kV generator step-up transformers (GSU)

- Two 13.8kV to 4.16kV auxiliary transformers
- 13.8kV electrical switchgear, cables/bus, and circuit breakers
- 4.16kV and 480volt Power Distribution Centres (PDC) to power the plant auxiliary equipment
- One Wash-water drain tank for gas turbines
- One Oily Water Separator
- Stormwater Detention Pond – ½ Acre
- 20' wide asphalt ring roads
- DCS and logic. The BOP equipment will be integrated in the Power Island DCS.
- BOP instruments
- 2x100% Boiler Feedwater Pumps per HRSG
- 2x100% Condensate Pumps
- Steam Turbine Enclosure Building with crane
- 2x50% Condenser Vacuum Pumps
- STG HP and LP Bypass Valves for each HRSG
- HRSG bypass stacks to allow a gas turbine to operate without its HRSG
- On-site water well(s) provided by Owner for general service use in the plant and as a water supply to the demineralized water treatment plant
- Demineralized water production facility for steam cycle water make-up
- Wastewater treatment facility for pH adjustment
- Instrument and Plant Compressed air facilities
- Black Start Diesel Generator
- Emergency Standby Diesel Generator
- Diesel and Electric Fire Pumps
- Control/Admin and Shop/Warehouse Buildings
- Combined well-firewater storage tank
- Shore-front seawater intake structure with screen and filtration equipment
- Seawater supply pipe to ST Condenser
- Seawater return pipe from condenser extending approximately 100 meters out into the bay on the sea bottom
- Drinking water will be supplied by the City of Kingston
- Sanitary waste will be discharged to the City of Kingston collection system

- New natural gas and fuel oil supply pipes from the west boundary to the gas turbines on the east side of the site
- Reuse existing fuel oil day tank
- Three 13.8kV to 69kV generator step-up transformers (GSU)
- Two 13.8kV to 4.16kV auxiliary transformers
- 13.8kV electrical switchgear, cables/bus, and circuit breakers
- 4.16kV and 480volt Power Distribution Centers (PDC) to power the plant auxiliary equipment

4.2. Mechanical Equipment Description

Gas Turbine Generator

The gas turbine will be advanced industrial machine fired on natural gas or ethane and installed outdoors. The natural gas supplied to the plant will have sufficient pressure without the need for fuel compressors. If required by the gas turbine selected, demineralized water will be used to meet the NOx emission requirement.

Heat Recovery Steam Generation (HRSG)

The HRSG will be a dual pressure, natural circulation, non-reheat, outdoor configuration.

The configuration will include superheaters, evaporators, and economizers at each pressure level. Access doors at the flue gas entrance, exit, and between tube bundles will be provided to allow entry for visual inspection and repairs.

Steam Turbine Generator

The steam turbine-generator will be horizontal shaft, two (2) pressure, non-reheat condensing type. The steam turbine will accept the full steam flow generated by two HRSGs over the complete range of ambient temperatures.

Condensate System

The condensate system collects, and transports steam condensed in the main condenser, steam auxiliaries, equipment, and piping drains.

Condensate Air Removal System

The condenser air removal system uses vacuum pumps to remove air and other non-condensable gases from the steam surface condenser.

Circulating Water System

Once-through cooling water is drawn from the ocean, passed through a main circulating water (CW) system, through a parallel closed cooling water (CCW) system, and is then discharged back into the ocean. The purpose of the main CW system is to condense the steam exhaust of the steam turbine. The heat absorbed from condensation is carried by the cooling water to the ocean discharge point. The purpose of the CCW system is to prevent overheating of all plant equipment by absorbing and transporting heat to the ocean.

Once-Through Cooling Water Intake Structure

The intake structure is a concrete ocean front structure with three (3) independent flow bay. Each bay is provided with a pump, bar grills with trash rake cleaning, traveling screen, and entrance and exit stop gates to allow isolation from the other bays for maintenance. The system includes piping, valves, electric supply, actuators, instrumentation, and all other accessories which form the functioning system.

Raw Water System (Source of Raw Water)

The water for the CAPP will be obtained from wells located on proposed site

Water Treatment System

Water treatment consists of the necessary pre-treatment demineralizing systems needed to produce three (3) types of water: Raw Water/Fire Water, Potable Water, Demineralized water.

Wastewater treatment system (WWT)

The wastewater treatment system is composed of three independent subsystems:

Sewage Treatment

Untreated sewage will be discharged to the City of Kingston municipal treatment system.

Oil removal system

Wastewater from areas with potential for oil contamination from leaks or spills from equipment or piping will be collected and routed to an oily water separator. Oil from the separator will be removed by vacuum truck for off-site disposal.

Process Wastewater

Process wastewater is generated by the demineralized water production system and from HRSG blowdown and drains. The demineralized water production waste consists of three streams, reverse osmosis (RO) rejects, RO clean in place wastewater, and electro-deionization (EDI) rejects.

4.3. Proposed Power Plant Layout

Figures 1 and 2 show proposed layouts of the generation plant.



Figure 1: Proposed Location of Generating Plant

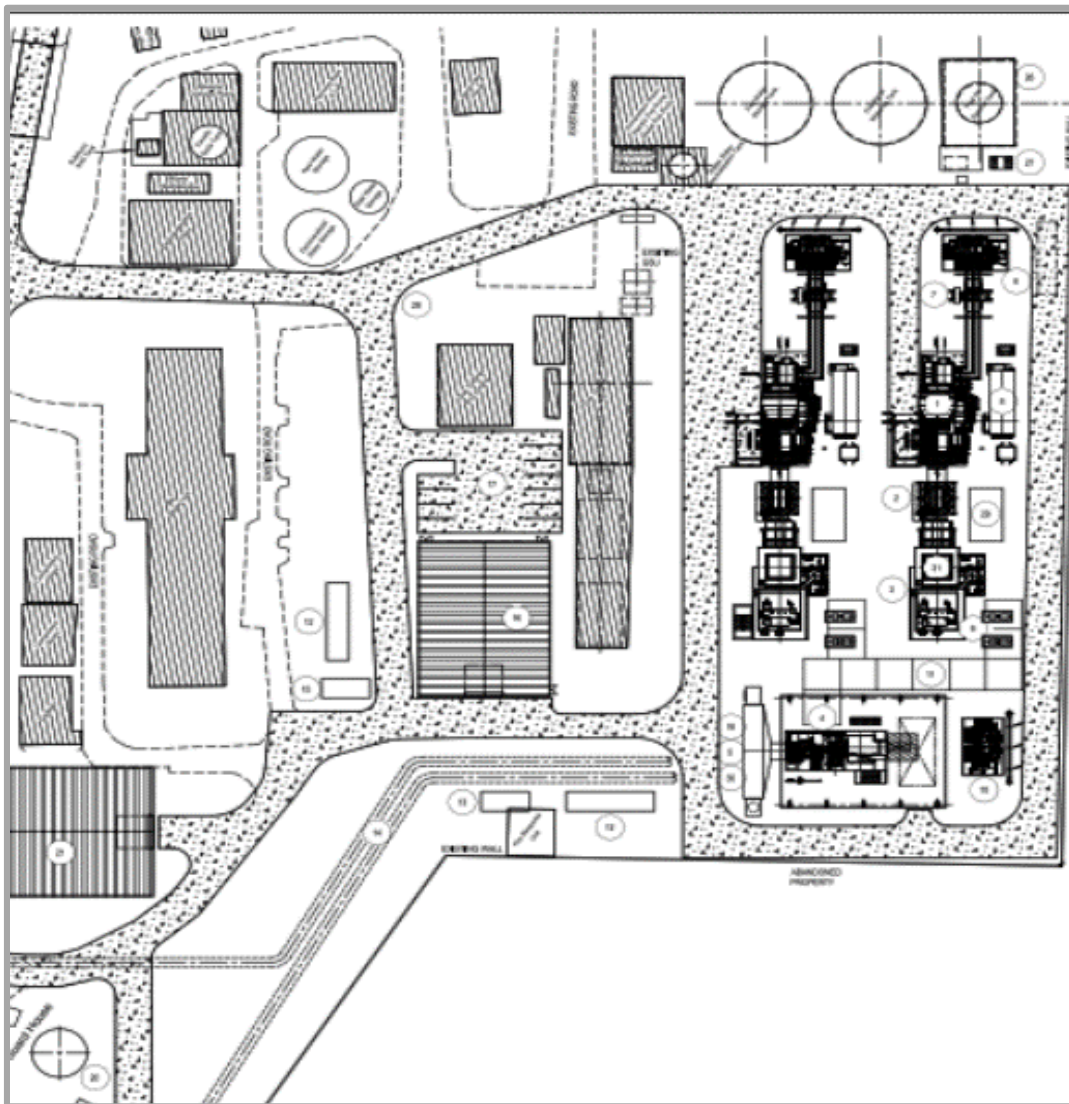


Figure 2: Proposed Layout of the Generation Plant

LEGEND		
ITEM	QTY.	DESCRIPTION
1	2	GAS TURBINE - GENERATOR SET
2	2	HRSG BYPASS STACK
3	2	VERTICAL HEAT RECOVERY STEAM GENERATOR
4	1	CONDENSING STEAM TURBINE - GENERATOR SET
5	1	SEAWATER STEAM CONDENSER
6	2	GT GENERATOR STEP-UP TRANSFORMER
7	2	AUXILIARY TRANSFORMER
8	2	POWER DISTRIBUTION CENTER
9	4	BOILER FEEDWATER PUMPS
10	1	ST GENERATOR STEP-UP TRANSFORMER
11	LOT	PIPE RACK
12	2	BOP POWER DISTRIBUTION CENTER
13	1	BLACK START DIESEL GENERATOR
14	2	SEAWATER SUPPLY AND RETURN PIPES
15	1	EMERGENCY POWER DIESEL GENERATOR SET
16	1	ADMIN. / CONTROL ROOM / SHOP / WAREHOUSE BUILDING (2-STORY)
17	LOT	PARKING LOT
18	2	CONDENSATE PUMPS
19	1	3-BAY SEAWATER INTAKE STRUCTURE
20	1	DEMINERALIZED WASTEWATER STORAGE TANK
21	1	MAKE-UP WATER + WASTEWATER TREATMENT + AIR COMPRESSOR BUILDING
22	1	PROCESS WASTEWATER STORAGE TANK
23	1	FIRE WATER + RAW WATER STORAGE TANK

5. PURPOSE OF RFP

Through this RFP, JPS aims to solicit proposals to conduct Environmental Assessment for the proposed 143 MW generation plant to be located at Hunts Bay, Kingston. Baseline data must be generated in order to give an overall evaluation of the existing layout, environmental conditions, including physical and biological environment and socio-economic assessment, values and functions of the area. It is expected that methodologies employed to obtain baseline to conduct the comparative assessment and other data be clearly detailed.

6. DEFINITIONS

“**Bidder, Consultant or Contractor**” shall mean JPS’s qualified service provider acting in the role of the prime contractor who responds with a proposal to this RFP.

“**Bid/Proposal**” shall mean the Bidder’s formal written response indicating committed price.

“**Services**” means Testing Well Viability as described in Section 11 Scope of Work.

“**Standards**” shall refer to those documents published as proclamations, rules, regulations or instructions forming part of the Contract, or issued under the provisions of the Contract and shall refer to the editions current at the time of tendering, including all amendments published up to that date.

“**Approved**” means approved by the JPS or its delegated representatives.

“**Delivery**” means completion of Testing Well Viability as described in Section 11 Scope of Work.

“**Days**” means calendar days according to the Gregorian calendar.

“**The Contract**” means the final agreement entered into between the JPS and the Contractor, signed by the parties, including any attachments, addenda, and appendices thereto and all documents incorporated by reference therein.

“**The Contract Price**” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.

All references to “**JPS or Company**” shall mean the Jamaica Public Service Company Limited.

7. GENERAL INSTRUCTIONS TO BIDDERS

The Bidder is expected to examine all instructions, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or

submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7.1. Points of Contact (POC)

All communications and questions with JPS regarding this RFP must be directed to the following Points of Contact (POC):

Names: Kolonje McKenzie
CC: Ann-Marie Woodham
Address: Jamaica Public Service Co., Ltd.
113 Washington Boulevard
Kingston 20, Jamaica
Email: komckenzie@jpsco.com; aaiken@jpsco.com

7.2. Communication Regarding the RFP

Unauthorized communications concerning this RFP with other Company employees, executives or contractors may result in immediate disqualification.

All communication and questions should be submitted electronically to the POC. In order to ensure consistency in the information provided to Bidders, responses to questions received will be communicated to all participants, without revealing the source of the inquiries.

Only written responses will be considered official and binding. JPS reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification.

If for some reason, the Bidder cannot supply all materials electronically, hard copies will be accepted.

Queries should be submitted electronically, and should include:

- Company's name, Company's address, phone number, contact person, email address, telephone number (landline and cell) and position
- References to specific points within this RFP using the Section number as reference
- Clear and concise questions

A Bidder's contact should be provided for all questions and clarifications arising from the Proposal. Please include the person's name, email address, Bidder's address, position title, telephone (work and cell) and facsimile number.

7.3. Period of Validity of Bids

Bids shall remain valid for ninety (90) days after submission. A bid valid for a shorter period may be rejected by the Company as non-responsive. In exceptional circumstances, the

Company may solicit the Bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing.

7.4. Site Visit

Persons tendering should, if they require, at their own expense, visit the work site and obtain for themselves, all information that may be necessary for preparing the Proposal. JPS will not be responsible for any expense or loss, which may be incurred by the Contractor in preparation of its Proposal. If JPS schedules a site visit all prospective bidders will be expected to be in attendance as Contractors who do not participate in the schedule site visit will be disqualified.

7.5. RFP Amendment and Cancellation

At any time prior to the deadline for the submission of bids, the Company may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendment.

The amendment will be done in writing to all prospective Bidders who have received the Bidding Documents, and will be binding on them.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

JPS reserves the unilateral right to cancel or reissue the RFP at its sole discretion.

7.6. Bid Withdrawal

A Bidder may withdraw a submitted proposal at any time up to the deadline for submitting proposals. To withdraw a proposal, the Bidder must submit a written request electronically, or via fax, signed by an authorized representative, to JPS before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the Bidder may submit another proposal at any time up to the deadline for submitting proposals.

8. CONFIDENTIALITY OF DATA

The Bidder should recognize that JPS operates in a sensitive business environment and, for that reason, the Bidder must treat the materials and data provided by JPS as confidential. The successful Bidder will be required to agree to and execute the Confidentiality Agreement.

Any information or data relating to project sponsors – JPS business, operations or affairs (including but not limited to any information obtained during pre-proposal site visits or relating to the policies of the project sponsors concerning health and safety or relating in any way to or arising from the proposed Project (as communicated by Project Sponsors) disclosed whether in writing, orally or by any other means by Project Sponsors to the Contractor, its

servants and/or agents or any other person on behalf of the Contractor shall be deemed confidential.

The Contractor shall not disclose or cause to be disclosed any information which the Project Sponsors deems confidential to any other person save and except where such disclosure is required for the performance of the Scope of Work or preparation of any document by the Contractor in accordance with the Terms of Reference. The Contractor is requested to sign the enclosed Confidentiality Agreement as per **Appendix 1** and return with their proposal.

9. PREPARATION OF BIDS

The Bidder is expected to examine all instructions, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

9.1. Bid Format

Bidding Documents (documents to be submitted) shall include:

- a) Evidence of Establishment
 - Proof of Registration under the Companies Act
 - Certificate of Good Standing
 - Particulars of Directors/Partners
 - List of Shareholder Interests, and the Registered Office of the Bidder
- b) Certified Copy of Tax Registration Number (TRN)

The Bid response must include the following information in the prescribed order below:

- i. General Information Sheet, **Appendix 2**
- ii. Work Plan with detailed description of how the project will be executed including safety plan.
- iii. Technical approach to perform the Scope of Work
- iv. Scheduled and estimated time for completion of the Project.
- v. Any exceptions to the Project Objectives, Scope of Work or addition and/or alternatives
- vi. Bid should be sent under a cover letter signed by Director(s) of the Company
- vii. List of references and list of similar projects for which services have been provided.
- viii. A proposed managerial, supervisory and administrative organizational chart, together with an outline of each personnel's responsibilities.
- ix. Copy of Certificate of Incorporation or Certificate of Registration of Business Name
- x. Proof of Employers Liability Insurance, Professional Insurance, Public Liability, Third Party, etc. Certificate of Insurance including Employer's Liability, Public Liability, Third Party, etc.
- xi. Last three years audited financial statement.

9.1.1. The proposal shall be clearly identified for either task or combined tasks. Proposal must include technical and financial components.

9.1.2. The Consultant's proposal shall consist of a technical and a financial component for the services. Fees and reimbursable expenses required to execute the work as described in this RFP should be included in the financial proposal. The Consultant should fully understand, that all costs associated with the preparation of the proposal as well as any costs involved in subsequent contract negotiations will not be reimbursed by JPS.

9.1.3. The proposal shall describe in detail the methodology proposed which must include, as appropriate, the following: how the work will be organized for this project through the definition of activities and sub-activities to be performed and outputs to be achieved by assigned staff. Project activities are those given in the Scope of Work for this project, and sub-activities are those undertakings required to achieve the objectives of each activity. The Contractor must indicate the sources of the expertise it proposes to draw upon and the arrangements, contractual or otherwise, that will be made to secure these services.

9.1.4. The proposal shall not be excessively verbose and must be described in no more than forty (40) pages, the methodology/approach for implementation proposed, which must include, the following:

9.1.5. [Alternate/Addition to the Proposal](#)

9.1.6. [Financial proposal](#)

9.2. Final Reports

The final reports must outline using maps, tables, diagrams, photographs or charts where appropriate or necessary, the results of the testing and evaluation. Water quality should be compared to the local NEPA standard.

10.SUBMISSION OF BIDS AND SELECTION CRITERIA

10.1. Bid Response

All responses must be in English Language. Your bid response must be presented in two (2) separate packages, namely Financial/Costing and Technical Specifications. Note that the Financial/Costing package will not be opened (evaluated) if the technical requirements are not met. The deadline for submission of bids is **11:59 p.m. on Thursday October 28, 2021**.

10.2. Calendar of Activities

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP dispatch date	7 October 2021	JPS
Bidder submits questions on RFP (Final Date)	11 October 2021	Bidders
Final date to respond to all queries	14 October 2021	JPS
Bidder provide their intention to bid	15 October 2021	Bidders
Access Granted for ShareFile	19 October 2021	JPS
Completion of RFP and deadline for submission of bids to JPS	28 October 2021 at 11:59 p.m. (Eastern Standard Time)	Bidders
Bid Opening	29 October 2021	JPS
Review and Evaluation of Bids	10 November 2021	JPS
Notification to short-listed bidders	11 November 2021	JPS
Post Tender Presentation & Negotiations to be completed	16 November 2021	JPS
Final selection and advise all bidders	22 November 2021	JPS
Contract / PO signing	25 November 2021	JPS
Sign-off	30 November 2021	JPS

The Company may, at its discretion, extend this deadline for the submission of proposals, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

10.3. Late Bids

Any bid received by the Company after the deadline for submission of bids prescribed by the Company, pursuant to Section 8.1, will be rejected and/or returned unopened to the Bidder.

10.4. Sealing and Marking Bids

All proposals must be submitted electronically as follows:

- i. Using ShareFile by Citrix. All uploads will be confidential. Additional information on this software can be accessed by clicking the links below:
 - Basic Client Guide <https://citrix.sharefile.com/share/view/s1bff52f8d434781a>
 - Training (video) <https://www.sharefile.com/support/training>

- ii. RFP Activities are guided by the dates stated in the Calendar of Events highlighted in Section 10.2. Accordingly, with these dates,
 - a) Section 7.2 provides Instructions to submit questions via email only
 - b) A combined response to questions will be shared with all bidders
 - c) Respondents must confirm their intention to bid in order to be setup in JPS ShareFile folder
 - d) Access to individual vendor folders will be given 1 week before the bid closes to eliminate any issues of bid uploading by RFP deadline.
 - e) Files must be accurately labelled/named. Commercial Information must be a separate file from your Technical Overview.
 - f) ShareFile Access will be removed when the bid closes.

Only Electronic submissions will be accepted,

10.5. Proposal Rejection

Bids received after the deadline for submission of bids will be rejected. Any proposal received that does not meet the requirements of the RFP may be considered to be non-responsive, and the proposal may be rejected. Bidders must comply with all of the terms of this RFP. JPS may reject any proposal as being non-responsive that does not comply with the terms, conditions and characteristics of this RFP or the key criteria for selection.

Right of Rejection

JPS reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

JPS reserves the right to reject any and all quotation(s) at its sole and absolute discretion. Submission of a quotation constitutes acknowledgement that the Bidder has read and agrees to be bound by such terms and conditions as outlined in the Bid document.

JPS assumes no responsibility for delays caused by any mail delivery service.

11. SELECTION PROCESS AND EVALUATION CRITERIA

A selection committee consisting of staff members of the respective departments will review all responses. Selection will be based on the contractor’s responsiveness to the RFP and total price quoted.

11.1. Bid Evaluation Criteria

A selection committee consisting of staff members of JPS Contracts and user departments will review all responses. Proposals will be evaluated on the criteria considered to be in the best interest of JPS including but not limited to the following:

Factors	Score

Health and Safety Plan - Demonstrated ability to conduct work safely.	Pass/Fail
Qualification and Experience - Feedback from References - Management Capabilities - Consultant's qualification and experience of staff in providing such work	Pass/Fail
Responsive to the RFP and Methodology - Scope of Service proposed - Compliance with Environmental Regulations - Proposal preparation/presentation and response to details of the RFP completeness.	Pass/Fail

COMMERCIAL EVALUATION

CRITERIA	Score (%)
Price – JPS is price sensitive, however, in evaluating fees, the Company will consider the best value versus cost or other factors such as expertise, level of service and professionalism.	90
Terms of payment	10
Total	100

11.2. Determination of Responsive Bids

The company will examine the bids to ensure conformance to all the instructions listed in the Instructions to Bidders.

Omission of any of the requisite documentation will result in the bid being declared non-responsive and therefore rejected.

11.3. JPS Bid Evaluation Discretion

JPS at its discretion may:

- Select a bid other than the lowest priced if JPS determines, at its sole and absolute discretion, that JPS' interests will best be served by doing so;
- Withhold any information used in conducting the evaluation;
- Reject any or all bids and enter into negotiations with any Bidder or Bidders that JPS may choose;

- Seek clarification from any Bidder regarding bid information and may do so without notification to any other Bidder;
- Continue the review procedure until a Bidder is selected successfully or until JPS chooses to reject all bids;
- Accept any bid or alternate as submitted without negotiations;
- Require revisions to, corrections of, or other changes to any bid submitted as a condition to its being given any further consideration;
- Select for negotiations only the overall best bids or alternate submitted, as determined by JPS;
- Truncate negotiations with a Bidder if JPS determines that progress towards a contract is not proceeding in a reasonable manner or at a reasonable pace;
- Open negotiations with additional Bidders;
- After review of all bids, opt to split the contract between two or more service providers.

11.4. Bid Discrepancies

Bidders are liable for all errors or omissions contained in their proposal. Bidders will not be allowed to alter proposal documents after the deadline for proposal submission.

Arithmetical errors will be rectified on the basis where if there is a discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of errors as such, its bid shall be rejected.

The Company may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

11.5. Right to Negotiate

Upon evaluation of the submitted bids, JPS reserves the right to enter into negotiations with one or more Bidders (not necessarily the Bidder with the lowest deliverable price submission) that appear to have submitted a bid that meets the needs and requirements of JPS. Negotiations could include, but are not limited to, price and the terms and conditions of this RFP. However, issues may arise that JPS may not negotiate due to policies or strategies, and an impasse could arise. If, for any reason, a Bidder and JPS cannot arrive at a mutual agreement that would result in the issuance of a contract, JPS reserves the right to terminate negotiations, to reject the bid, and to continue negotiations with other responsive Bidders that may lead to the issuance and award of a contract.

11.6. Independent Price Determination

A Bid will be disqualified and rejected if, in JPS' opinion, there is reasonable indication that the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices between the Bidder, JPS employee or any other Bidder.

11.7. Written Clarification

JPS reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions will be to ensure full understanding of the proposal. Discussions will be limited to specific sections of the proposal identified by JPS and, if held, will be after initial evaluation of the proposals. If clarification is made as a result of such discussion, the Bidder will submit such clarification electronically. Refusal to respond to JPS' requests for clarification may be considered non-responsive and be used as grounds for rejection of the proposal.

11.8. Oral Presentation

Short listed Bidders may be asked to make an oral presentation to the Proposal Evaluation Team and other designated Company representatives. All expenses for the presentation will be borne by the Contractor.

12. CONTRACT AWARD

The award will be based on the proposal that is most responsive to the requirement of JPS and that which will offer the highest return for JPS. Issuance of this Bid does not constitute a commitment by JPS to award any contract or to perform the transformer repair services as per the Offer made in response to this RFP.

13. SCOPE OF WORKS

The Consultant should possess the requisite expertise and manpower to meet JPS' requirements to effectively conduct an Environmental Assessment (EA) for the proposed 143 MW CCGT Hunts Bay JPS site. The Terms of Reference (TOR) for the EA are based on the General Guidelines for Conducting EIAs (NEPA revised 2007) or updated for prescribed categories under the NRCA Act. The EA should be so documented to pass the scrutiny of international funding agencies e.g. International Finance Corporation. The tasks as described below:

13.1. Task # 1 - Description of the Project

Provide a comprehensive description of the project and the surrounding environment specifying any information necessary to identify and assess the environmental effects of the project. This should include project objectives and information on, rationale for the project and background, the nature, location/existing setting, timing, duration, frequency, general layout including construction of any additional power lines and their impacts on the surroundings communities, as well as the impact of the turbines on the power supply and carbon footprint of the energy sector are to also be discussed, pre-construction activities, construction methods, works and duration, and post construction plans. A description of raw material inputs, technology and processes to be used as well as products and by-products generated, should be provided. Note areas to be reserved for construction and areas to be preserved in their existing state as well as activities and features which will introduce risks or generate impact (negative and positive) on the environment.

13.2. Task # 2 - Description of the Environment/Baseline Studies, Data Collection and Interpretation

Baseline data will be generated in order to give an overall evaluation of the existing environmental conditions, including a historical meteorological evaluation to include but not be limited to wind characteristics and analysis, values and functions of the area, as follows:

- i.) physical environment
- ii.) biological environment
- iii.) socio-economic and cultural constraints

It is expected that methodologies employed to obtain baseline and other data be clearly detailed. Baseline data will include:

Physical

- i.) A description of the existing soil and geology, landscape, aesthetic values and hydrology. Special emphasis should be placed on storm water run-off, drainage patterns, and aquifer characteristics. Any slope stability issues that could arise should be thoroughly explored. Any slope stability issues that could arise should be thoroughly explored. Exploration of soil contamination should be included.
- ii.) The current air quality of the physical environment. The area of influence as it pertains to air quality should be determined. Factors such as wind speed and direction, precipitation, relative humidity and ambient temperatures should be assessed pre-construction and monitored during post construction.
- iii.) Water quality of any existing wells, gullies, rivers, ponds, streams or coastal waters in the vicinity of the development.
- iv.) The water quality of the coastal water in the vicinity of any proposed discharge points/sites in Hunts Bay and the potential cumulative impact of such discharges on the environment. The likely constituents of any discharge.
- v.) Noise levels and the ambient noise in the area of influence; modelling of the impact of the proposed plant
- vi.) Sources of existing pollution and extent of contamination

The Physical Impacts should also be classified based on:

- Land Impacts
 - Onsite impacts
 - Offsite impacts
- Water Impacts
 - Pollution of water bodies
 -
- Air Impacts

- Changes to the micro climate of the area

Biological

Present a detailed description of the flora and fauna (terrestrial and aquatic) of the area, with special emphasis on rare, threatened, endemic, protected and endangered species. Migratory species and habitat loss and fragmentation due to construction and operation should also be considered and assessed.

Coastal and Marine ecosystem, including but not limited to any wetlands including mangroves, seagrass and coral community with indication of its function and value in the project area.

It should be noted that JPS has undertaken services to conduct Air Dispersion Modelling and Coastal Survey for Cooling Water Discharge. As such this should be excluded from your quote.

Socio-economic & Cultural

Present and proposed land use; transportation of heavy equipment, road widening and associated traffic considerations particularly in the construction phase of the project, planned development activities; issues relating to squatting and relocation; public health and safety. The historical importance (heritage, archaeological sites and feature) and other material assets of the area should also be examined. While this analysis is being conducted, it is expected that an assessment of public perception of the proposed development be conducted. This assessment may vary with community structure and may take multiple forms such as public meetings and/or questionnaires/surveys.

13.3. Task #3 - Policy, Legislative and Regulatory Considerations

Outline the pertinent regulations and standards governing environmental quality, safety and health, protection of sensitive areas, protection of endangered species, siting and land use control at the national and local levels. The examination of the legislation should include at minimum, legislation such as the NRCA Act, the Public Health Act, the Town and Country Planning Act and the appropriate international convention/protocol/treaty where applicable.

Examine the Government National Energy Policy and renewable projects. Discuss briefly the 143 MW in relation to the National Energy Policy.

13.4. Task # 4 - Identification and Assessment/Analysis of Potential Impacts

Examine and identify the major potential environmental and public health issues of concern and indicate their relative importance to the development project. These should include the occupational exposure, health and safety measures and population exposure in the appropriate study area(s) and changes and or enhancement in emergency response plan. Identify potential impacts as they relate to, (but are not restricted by) the following:

- Sewage and trade effluent treatment systems and discharge.
- The cooling water source and implications inclusive of existing demands and any effluents that may be likely as a consequence. The cooling water discharge and its impact must also be addressed.
- change in drainage patterns
- flooding potential if necessary; impact of flooding
- landscape impacts of excavation and construction
- loss of and damage to geological and palaeontological features
- loss of species and natural features
- habitat loss and/or fragmentation
- biodiversity/ecosystem functions including impacts of bird and bat mortality
- pollution of potable, surface or ground water
- socio-economic and cultural impacts
- loss of natural features, excavation and construction on the historic landscape, architecture and archaeology of the site
- noise and vibration, EMF
- solid waste disposal
- change in land use
- visual impacts – aesthetics
- Natural hazard risks – Risk assessment of the plant in relation to tsunamis, hurricanes, tropical storm, flooding must be undertaken. In light of the concentration of significant power generation capacity at Hunts Bay, a risk analysis of the threat to the supply of power to the national grid from the proposed plan during emergencies should be assessed.

Distinguish between significant positive and negative impacts, direct and indirect, long term and immediate impacts, residual impacts and the proposed mitigation measures. Identify avoidable as well as irreversible impacts. Cumulative impacts of this and other proposed and/or existing developments.

Characterize the extent and quality of the available data, explaining significant information deficiencies and any uncertainties associated with the predictions of impacts. A major environmental issue is determined after examining the impact (positive and negative) on the environment and having the negative impact significantly outweigh the positive. It is also determined by the number and magnitude of mitigation strategies, which need to be employed to reduce the risk(s) introduced to the environment. Project activities and impacts will be represented in matrix form.

The EA should seek to propose mechanisms for the reduction of discharges from the plant where applicable.

13.5. Task #5 - Drainage Assessment

An assessment of Storm Water Drainage should be conducted. The EIA Report will cover but not be limited to where necessary:

- i.) Drainage for the site during construction to include mitigation for sedimentation to the marine environment
- ii.) Drainage for the site during operation, to include mitigation for sedimentation to the aquatic/marine environment
- iii.) Drainage control for crossings of gullies, to include impacts that drainage control features could have on aesthetics, water quality and sedimentation of gullies.
- iv.) Storm water runoff should be assessed based on existing situation and the impact that the proposed plant is expected to have, including flooding potential.
- v.) Drainage assessment should also include impact of the development on the hydrodynamics of the general area.
- vi.) All possible efforts should be made to retain all of the surface drainage/storm water runoff on the site. The natural drainage should not be impacted.

13.6. Task # 6 - Mitigation & Emergency Preparedness and Response

Prepare guidelines for avoiding or reducing (e.g. restoration and rehabilitation), as far as possible, any adverse impacts due to proposed usage of the site and utilising of existing environmental attributes for optimum development. The potential impacts on aircrafts in the area should be addressed. Quantify and assign financial and economic values to mitigating methods.

Indicate the emergency preparedness and response plans for dealing with risks and hazards identified at Task 4.

13.7. Task # 7 - EHS Management and Monitoring Plan

Design a plan for the management of the natural, historical and archaeological environments of the project to monitor implementation of mitigatory or compensatory measures and project impacts during construction and occupation/operation of the units/facility. Preparation of an EHS Management Plan and Historic Preservation Plan (if necessary) for the long-term operations of the site.

An outline of a monitoring programme (if necessary) should be included in the EA, and a detailed version submitted to NEPA for approval after the granting of the permit and prior to the commencement of the development. At the minimum the monitoring programme and report should include:

- An introduction outlining the need for a monitoring programme and the relevant specific provisions of the permit and/or licence(s) granted.
- Raw data collected
- Discussion of results with respect to the development in progress, highlighting any parameter (s) which exceeds the expected standard (s).
- The activity being monitored and the parameters chosen to effectively carry out the exercise.
- Project maintenance and decommissioning
- The methodology to be employed and the frequency of monitoring.
- The sites being monitored. These may in instances, be pre-determined by the local authority and should incorporate a control site where no impact from the development is expected.
- Frequency of reporting to NEPA
- Tables and graphs are to be used where appropriate

13.8. Task # 8 - Project Alternatives

Examine alternatives to the project including an assessment of the impacts of all the alternatives examined and the no-action alternative. This examination of project alternatives should incorporate the use history of the overall area in which the site is located and previous uses of the site itself.

Project alternatives should be discussed in the EA

13.9. Task #9 - Public Participation/Consultation Programme

Depending on the requirements of NEPA, conduct public presentation(s) or consultation on the findings of the EA to inform, solicit and discuss comments from the public on the proposed development if necessary.

- Document the public participation programme for the project.
- Describe the public participation methods, timing, type of information to be provided to the public, and stakeholder target groups.
- Summarise the issues identified during the public participation process
- Discuss public input that has been incorporated into the proposed project design; and environmental management systems

13.10. Task #10 – Closure Assessment and Plan

Assessment of the existing facilities and determine the requirements for Closure of the following retired plant and infrastructure:

- A station
- B6
- GT 10 & 5
- Additional infrastructures – old switch yard, pipelines, tanks, transformers
- Hazardous Material and waste disposal

Determine and provide a Conceptual Closure Plan for the proposed 143MW Generation Plant at the end of its expected life (25 years).

Task #11 – Preparation of the Technical Report

All Findings of the Environmental Assessment (EA) will be documented and prepared as a Technical Report for submission to NEPA. The report will contain an introduction explaining the need for, and context of the project. The report should, at a minimum, cover the following basic aspects:

Cover Page

Table of Contents

1. Executive Summary
2. Introduction
3. Policy, Legal and Administrative Framework
4. Public Participation and Consultation
5. Comprehensive Description of the Proposed Project
 - 5.1. The Proponent
 - 5.2. Project Concept & Description
 - 5.3. Project Infrastructure
 - 5.4. Project Operations and Maintenance
6. Description of the Existing Environment
 - 6.1. Physical
 - 6.2. Natural hazards
 - 6.3. Biological
 - 6.4. Heritage
 - 6.5. Human Social
7. Identification and Assessment of Potential Direct and Indirect Impacts
 - 7.1. Physical
 - 7.2. Natural Hazards
 - 7.3. Manmade Hazards
 - 7.4. Biological
 - 7.5. Heritage
 - 7.6. Human/Social
 - 7.7. Carrying Capacity
8. Cumulative Environmental Impacts
9. Closure requirements for retired facilities

10. Recommended Mitigation
11. Residual Impacts
12. Natural Resource Valuation (NRV)
13. Identification and Analysis of Alternatives
14. Environmental Management of the Project
15. References
16. Appendices
 - 16.1. EA Terms of Reference
 - 16.2. Glossary of Technical Terms
 - 16.3. Reference Documents
 - 16.4. Specific Technical Studies/Reports
 - 16.5. Data Tables
 - 16.6. Photographs & Maps
 - 16.7. Composition of the Research Team (including names, qualification and roles)
 - 16.8. Notes of Public Consultation Sessions
 - 16.9. Instruments used in Community Survey

Four (4) hard copies and an electronic copy of the report will be required by JPS for submission to the National Environment and Planning Agency.

14. CONDITIONS OF CONTRACT

14.1. Period of Contract

The duration of the contract will be for a period of twelve (12) months from the date of award of the contract.

14.2. Sub-Contracting

To the maximum extent practicable, subcontracted services, if any, shall give preference to qualified and experienced Jamaican-owned businesses. Each firm shall prepare and submit a plan for the participation of Jamaican-owned businesses with their proposal with requisite experience, skills, for the activities that they are expected to carry out, insurance and other requirements as stipulated in Section 3. Subcontractors that do not possess the requisite experience and qualification will not be viewed favourable during the evaluation process.

14.3. Warranties, Indemnification and Limit of Liability

The Contractor warrants that the services shall be undertaken in accordance with the standard of care, skill and diligence appropriate at the time of performance expected of industry recognized firms performing services of a similar type and nature.

The Contractor agrees to indemnify and save JPS, including also its employees, officers, directors, affiliates, sub-contractors or suppliers of all tiers, consultants and agents, harmless from any and all losses, damages, claims, causes of action, liabilities, losses, costs or expenses, including death, to the extent caused by the negligence or wilful misconduct of the Contractor, its agents, employees or contractors' affiliates, their agents, or employees, in connection with

the works, except if such injuries or death to persons, or damage to property, is caused solely by the Company's negligence or wilful misconduct.

Neither Party to this contract may assert against the other party any claim for breach or non-performance in connection with this contract unless the asserting party has given the other party written notice of the event giving rise to liability within twelve (12) months after the asserting party first knew or should have known of such event.

The provision of this clause shall survive any expiration or termination of this contract.

14.4. Termination

JPS, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:

- If the Contractor fails to perform any other obligation(s) under the Contract.
- The JPS may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience by giving thirty (30) calendar days' notice. The notice of termination shall specify that termination is for the JPS's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Liquidated Damage.
- If the Supplier fails to perform any of the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to two percent (2.5%) of the delivered price of the unperformed Services for each week of delay until actual performance, up to a maximum deduction of fifteen percent (15%) of the delayed Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract

14.5. Prices for Services

Prices charged by the Contractor for the Services performed under this Contract shall not exceed the prices quoted in the Schedule of Prices on the Bid, and shall be fixed for the period of the Contract unless otherwise agreed by the Parties in writing.

14.6. Terms of Payment

The Contractor shall invoice JPS on/or after the last business day of the month. All invoices should clearly state details of the work performed.

JPS shall make payment to the contractor within sixty (60) working days of receipt of invoice.

14.7. Force Majeure

The Contractor shall not be liable for termination by Default, if and to the extent, that its failure to perform its obligations under the Contract is the result of an event of Force Majeure as outlined in the Form of Agreement.

If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise specified by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14.8. Immigration and Customs

To enter Jamaica for business purposes, a valid passport and visa are required. For information regarding the obtaining of a visa, contact the Passport Immigration & Citizenship Agency (PICA). Any specialized equipment that may need to be imported to perform the work may require special governmental approvals.

14.9. Tax Implications

It is the responsibility of the proposing contractor to become familiarized with Jamaican Tax Regulations pertaining to the contract and comply accordingly.

14.10. Health and Safety

The successful firm will be responsible for the health and safety of its employees and sub-contractors. The JPS facilities have rules for the safe conduct of personnel that will be made available. The successful firm is expected to conform to these rules.

14.11. Security.

Each firm is responsible for the security of its own personnel.

14.12. Insurance

The Contractor shall at his own expense provide and maintain the following insurance coverage:

- i. **Public Liability Insurance**
For personal injury, death or property damage arising from accidents during the performance by the Contractor of its obligations under the proposed service a minimum limit of indemnity of \$10,000,000 Jamaican or the USD equivalent for any one event or period.
- ii. **Employers Liability insurance**
Covering all employees and casual workers and with an Indemnity to Principal extension with a minimum limit of indemnity of \$10,000,000 Jamaican or USD equivalent for any one event or period.

iii. Motor Insurance

Covering any and all vehicles and trailers that are used to carry out the Stack Emission Testing and Evaluation contract with a minimum limit of indemnity of \$10,000,000 Jamaican or USD equivalent for any one event or period

The contractor must provide JPS with satisfactory evidence of all insurance that the contractor is required to take out as stated above.

15. SERVICE LEVEL STANDARDS

All works carried out under this Contract shall be of the highest standard and carried out by a competent person approved by the JPS.

15.1. Working Hours

JPS will provide access to the work site as needed to perform the work for contractor equipment setup. Official access to the area will be made available five (5) days per week: 08:00 am to 05:00 p.m., Mondays to Fridays. No work shall be conducted outside of the normal working hours without prior written consent from the JPS designate personnel. The Contractor shall provide at least two (2) days advance notice to the JPS designate so as to enable the JPS to make arrangements as may be necessary.

15.2. Identification Cards

All contractor employees/agents shall have a valid company Identification Card to gain access to the JPS work site. The ID should be displayed by the Contractor or his employee/representative when carrying out work. The ID should show the following:

- a) Contractor or Sub-Contractor's name.
- b) Employee's name.

The contractor shall provide to the JPS authorized person prior to the start of any work, the names of personnel, its employees/representatives that will be working at the JPS site and corresponding ID number. This list shall be updated within 24 hours if there is any change of employee assigned to the job by the contractor, and resubmitted.

15.3. Dress Code

It is expected that each firm/company will have its own dress code. However, our expectation is that contractors' employees will be appropriately and neatly dressed with long sleeved cotton shirts and long pants.

At a minimum, the following dressing pattern or appearance is prohibited:

- Short skirts
- Sleeveless shirts or blouses
- Clothing that contain advertisements for tobacco, alcohol or drugs

- Clothing that contain pictures or graphics of nudity; words that are profane, lewd, vulgar, or indecent
- Halter or bare midriff tops, or bare midriffs
- Spaghetti straps or tank tops
- Strapless shirts or tube tops
- Pants, slacks or jeans that sag below the waist
- Underpants or bras showing or worn as outerwear
- Provocative, revealing attire that exposes cleavage
- Shirts and blouses worn outside of pants or skirt
- Dangling jewellery
- Nose rings
- Slippers

15.4. Authorized Drivers

All drivers of vehicles required to operate within the confines of JPS' properties shall hold a relevant and current Government of Jamaica driver's Licence of appropriate class as required by the Laws of Jamaica.

Contractor employees whose licences have been suspended, revoked or have expired shall not be permitted to drive vehicles on the JPS' property.

15.5. Contractor Workforce Competence

All contractor employees engaged in work for the JPS shall be trained and familiar with the safety related work practices and procedures pertaining to their job. The contractor is solely responsible for ensuring that its employees are adequately trained and certified for assigned job functions.

The following actions are prohibited:

- a. Carrying of felonious weapons, e.g. guns, flick or switch blade knives while on the property of JPS,
- b. Smoking in strictly defined non-smoking areas,
- c. Loitering,
- d. Smoking ganja or use of drugs while on the property of JPS

Anyone found guilty of any of the above will be removed from the job site and the contractor will be asked to remove such employees from the project.

15.6. Hurricane Protection

In the event that a hurricane warning is issued while the Contractor is performing work on the JPS work site, the contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property.

15.7. Staffing

It is essential that Contractors include details of a proposed managerial, supervisory and administrative staff chart, together with an outline of each member's responsibility.

JPS has the right to require the Contractor to remove from the works any person employed by the Contractor who, in the opinion of JPS, is not capable of performing such works.

15.8. Environmental and Safety

The successful firm will be responsible for the health and safety of its employees and subcontractors. The JPS facilities have rules for the safe conduct of personnel that will be made available. The successful firm is expected to conform to these rules.

A safety briefing will be held by JPS' designated personnel to provide the contractor with the safety standards and requirement expected. All Contractors' employees must attend. Employees not in attendance will not be allowed to perform work.

The Safety Briefing shall entail:

- Purpose of the Job
- Work assignments/Employee Job duties
- Review of all applicable procedures/work methods and tools to be used
- Review of applicable Safety Rules, including identification of personal protective equipment.
- Identification of all known hazards at the job site prior to start of the job, addressing others as they are identified.
- Reviewing of any special job instructions/precautions.

The Contractor shall promptly correct any unsafe conditions brought to his attention.

15.9. Accident Reporting

Contractors shall maintain their own accident records. They shall ensure that their employees are aware of accident reporting procedures. JPS' responsible persons, Contracts Administrator and HSE Manager shall be **promptly notified** of all accidents or near miss incidents (within 24 hours).

Each accident/incident shall be investigated and steps taken to prevent its re-occurrence. Contractors must make their accident records available to JPS as provided for in the Contract Safety Requirement or upon request for inspection and review.

The Contractor shall provide first-aid station and persons who can administer first aid on site.

16. GENERAL STATEMENT OF RESPONSIBILITIES

16.1. JPS Responsibility

JPS will provide the items listed below:

1. The Contractor is responsible for all documentation required to obtain all requisite work permits required to execute this project. Although it is the responsibility of the contractor to obtain any governmental approvals, work permits for employees, import approvals, customs clearances, fees, etc., JPS will provide support as needed to the contractor to obtain governmental approvals.
2. JPS will provide access to site as needed to perform the work for contractor equipment and materials setup. Official access to the area will be made available 9 hours per day, 5 days per week. Request for access outside of normal business hours can be made on a case-by-case basis outlining reasons for the specific request.
3. JPS will provide a suitable lay-down area for the contractor to perform its work.
4. JPS will designate a project manager that will serve as a single point of contact for all contractor questions, communications, and requests.

16.2. Contractor's Responsibility

1. It is the responsibility of the contractor to provide all manpower, equipment, arrangements, supplies and other resources needed to perform the work.
2. The contractor is responsible for all shipping and travel logistics and all costs associated with those.
3. The contractor is responsible for meeting all project requirements not explicitly stated as the responsibility of JPS listed above.
4. Unless otherwise specified, it is the responsibility of the contractor to obtain any and all permits, licences, governmental approvals, pay duties, taxes and fees in order to complete the work. This will include all equipment or other items necessary to execute the work.

The successful Contractor, prior to mobilization to the site, shall submit to JPS for review and approval a site operations plan and electrical requirements. This plan will outline specific operational procedures that will be followed; safety procedures; certificate for required training, certification for requirement safety gears if necessary to carry out the work – i.e. respiratory fit testing, forklift operations, procedures for spill prevention and response; detailed project schedule; project personnel organization; chemicals, equipment and other materials that will be imported for the project; and other pertinent information.

The contractor shall mobilize the personnel, equipment, and supplies necessary to execute the scope of work to JPS's facilities in Jamaica. Appropriate labelling of any equipment/chemicals or supplies should be maintained.

Upon completion of the work, the contractor shall remove all wastes, contractor equipment, materials and supplies, and all chemicals not used during the project. These wastes must be disposed of in the appropriate manner and JPS must be advised of method of disposal.

16.3. Other Responsibilities

1. The contractor shall be subject to the laws and requirements of Jamaica.
2. The Contractor is responsible for obtaining necessary visas and work permits for employees.
3. The contractor shall comply with all JPS environmental and safety requirements.
4. Time is of the essence. The contractor shall complete the work as quickly as possible.
5. Insurance, including but not limited to environmental impairment liability insurance.

17.APPENDICES

17.1. Appendix 1 – Confidentiality and Non-Disclosure Agreement

CONFIDENTIALITY & NON- DISCLOSURE AGREEMENT

This CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (this "**Agreement**") made the day of _____, 2021 between **JAMAICA PUBLIC SERVICE COMPANY LIMITED**, a Company incorporated under the laws of Jamaica with its registered office at 6 Knutsford Boulevard in the Parish of St. Andrew, Jamaica (hereinafter called "**JPS**"); and **[NAME OF ENTITY]**, a Company incorporated under the laws of **[INSERT JURISDICTION UNDER WHICH ENTITY WAS ORGANISED/INCORPORATED]** with its registered office at **[INSERT LOCATION OF REGISTERED OFFICE]** (hereinafter called the "**Counterparty**"). Each of JPS and Counterparty may be referred to as "**Party**" or collectively as "**Parties**".

WHEREAS

- a. JPS is licensed to generate, transmit, distribute and supply electricity for public and private purposes throughout the island of Jamaica.
- b. Counterparty is a **[INSERT NATURE OF THE BUSINESS OF THE COUNTERPARTY]**.
- c. The Parties have expressed a willingness to provide Confidential Information (as hereinafter defined) solely to facilitate the **[INSERT THE DESCRIPTION OF THE SUBJECT MATTER OF THE NDA]** (hereinafter called the "**Transaction**"), on condition that such information shall be treated by the other Party as confidential.
- d. The Parties have been advised that the information to be provided by and or obtained in relation to the other Party will be treated in a confidential manner, and the Parties wish to enter into this Agreement to protect and safeguard the confidentiality of that information.

Now therefore in consideration of the above premises, mutual promises, other consideration not mentioned, the sufficiency of which is accepted, IT IS HEREBY AGREED as follows:

1. Definitions.

"**Confidential Information**" shall mean all information, data or material, disclosed before, on or after the date of this Agreement (in whatever form whether orally or in written, electronic, recorded or other format including, but not limited to, computer files, diskettes, voicemail, or email) relating to the Disclosing Party or its Representatives (as hereinafter defined) or the Transaction including business plans, customers, pricing, strategies, trade secrets, knowhow,

operations, finances, assets, technology including but not limited to hardware and software, methodologies or any other information, whether tangible or intangible that may be directly or indirectly disclosed to the Receiving Party or its Representatives by the Disclosing Party or its Representatives in the course of the Parties' discussions regarding the Transaction.

"Confidential Material" shall mean all analyses, compilations, hardware, software, studies or other documents or records prepared by the Receiving Party or its Representatives to the extent such analyses, compilations, studies, documents or records contain or are generated from Confidential Information.

"Disclosing Party" shall mean the Party disclosing Confidential Information to the other Party under this Agreement.

"Person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.

"Protected Information" shall mean Confidential Information together with Confidential Material.

"Receiving Party" shall mean the Party to whom Confidential Information is disclosed under this Agreement.

"Representatives" shall mean, with respect to either Party hereto:

- (i) the officers, directors, employees, partners, members of such Party and its affiliates;
- (ii) its professional advisors (including, without limitation, financial advisors, legal counsel and accountants) or consultants who are engaged to advise that Party in connection with the Transaction;
- (iii) the agents, contractors and sub-contractors engaged by that Party in connection with the Transaction; and
- (iv) controlling persons.

"Term" means the duration of this Agreement as set out in Clause 3.

2. Exclusions to Definition of Confidential Information. Notwithstanding the definition of Confidential Information set forth in Clause 1, Confidential Information does not include:

- (i) information which is now in the public domain, or which later enters the public domain, through no action by the Receiving Party or its Representatives in violation of this Agreement;
- (ii) information which the Receiving Party can demonstrate was already in its possession at the time of its disclosure hereunder, and which was not acquired, directly or indirectly, from the Disclosing Party in violation of this Agreement;

- (iii) information which is independently developed by the Receiving Party without reference to, or the use of, any Confidential Information;
- (iv) information which is lawfully received from a source other than the Disclosing Party under circumstances not involving, to the Receiving Party's knowledge, any breach of any confidentiality obligation to the Disclosing Party; or
- (v) information approved for disclosure or release by the Receiving Party by written authorization from the Disclosing Party. Authorization shall be specifically communicated and shall not be inferred.

3. Term. This Agreement shall be in effect for a period of **two (2) years** from the date set forth above. Notwithstanding the termination of discussions concerning the Transaction or the return or destruction of Protected Information, the Receiving Party and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder for the term hereof on the terms and conditions set forth herein. This Agreement shall not merge with, or be terminated or superseded by, any future agreement between the Parties unless such agreement specifically so provides.

4. Restrictions on Disclosure of Protected Information. Subject to Clause 9 of this Agreement, the Receiving Party shall keep the Protected Information confidential and, without the prior written consent of the Disclosing Party, shall not disclose or reveal it to any Person. Notwithstanding the foregoing, the Receiving Party may disclose Protected Information to its Representatives (i) who need to receive, review and consider the Protected Information for the purpose of the Transaction and (ii) who are bound to preserve the confidentiality of such Protected Information.

5. Limitations on Use. The Receiving Party and its Representatives shall use the Protected Information solely for the purpose of the Transaction and for no other purpose.

6. Representatives. The Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives to whom the Receiving Party disclosed Protected Information.

7. Ownership. The Receiving Party agrees that the Disclosing Party (or an affiliate, as applicable) is and shall remain the exclusive owner of the Protected Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. Neither this Agreement nor the conveying of Confidential Information hereunder shall be construed as granting or conferring any rights by licence or otherwise in any intellectual property provided to the Receiving Party under this Agreement.

8. Return or Destruction of Protected Information. At any time upon the written request of the Disclosing Party, unless otherwise permitted by the final sentence of this *Clause 8*, the

Receiving Party shall promptly:

- (i) either return to the Disclosing Party, or (if the Receiving Party so elects) destroy, all Confidential Information in the possession of the Receiving Party or its Representatives without retaining any copies; and
- (ii) destroy all Confidential Material in the possession of the Receiving Party or its Representatives without retaining any copies; *provided, however*, that in lieu of destroying all Confidential Material, the Receiving Party shall be permitted to hold such Confidential Material, subject to the confidentiality obligations and other obligations of this Agreement.

Within ten (10) business days of such written request by the Disclosing Party, the Receiving Party shall confirm in writing signed by a duly authorized officer of the Receiving Party that (a) all Confidential Information has been returned or destroyed, as applicable, and (b) all Confidential Material has been destroyed or is being held subject to the terms of this Agreement, provided that such Confidential Material is not held for a period exceeding the Term without the prior written consent of the Disclosing Party. In the event that the Receiving Party holds Confidential Material, the Receiving Party shall at the request of the Disclosing Party at the end of the Term, or such other approved extended term, destroy the Confidential Material and shall confirm in writing signed by a duly authorized officer of the Receiving Party that such Confidential Material has been destroyed.

Notwithstanding the foregoing requirements of this Clause 8, the Receiving Party and its Representatives may retain copies of the Protected Information for the purpose of defending any claim related to this Agreement in existence or imminent at the time of the request from the Disclosing Party or any transaction related hereto or as may be required in accordance with its or their respective legal, compliance and/or automated backup archiving practices.

9. Required Disclosures. Promptly upon learning that it may or will be legally compelled to disclose Protected Information (whether by interrogatories, subpoenas, civil investigative demands or otherwise) or is requested to disclose Protected Information by a governmental authority or agency, the Receiving Party shall (to the extent reasonably practicable and legally permissible to do so) notify the Disclosing Party and keep the Disclosing Party well-informed of any developments with respect to that compulsion or request. When time is of the essence, the Receiving Party may provide notice or updates orally, but must follow these communications with written summaries. The Receiving Party will, at the Disclosing Party's expense (to the extent reasonably practicable and legally permissible to do so), cooperate with the Disclosing Party to enable the Disclosing Party to seek a protective order or other similar relief or to narrow the scope of such legal compulsion or request. If, in the opinion of its legal counsel and in the absence of a protective order or waiver, the Receiving Party is legally compelled to disclose Protected Information, the Receiving Party will disclose only so much of the Protected Information as, in the opinion of its legal counsel, is legally required. In any such event, the Receiving Party agrees

to use good faith efforts to ensure that all Protected Information that is so disclosed will be accorded confidential treatment. Notwithstanding the foregoing, the Receiving Party or its Representatives shall each be permitted to disclose Protected Information or any portion thereof without notice to the Disclosing Party upon the routine request of any government or regulatory body having or claiming to have authority to regulate or oversee any aspect of the Disclosing Party's or such Representative's business or that of its or their affiliates, provided that the Disclosing Party or such Representative shall advise the governmental or regulatory body of the confidential nature of such information; provided, further, that in the event the Receiving Party or such Representative makes such disclosure, it shall thereafter notify the Disclosing Party that such disclosure has occurred.

10. No Representations or Warranties Concerning Confidential Information. The Receiving Party acknowledges that (unless otherwise expressly stated in documentation signed by the Disclosing Party) neither the Disclosing Party nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information, and the Receiving Party agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or any of its Representatives relating to or arising from its or their use of any Confidential Information or from any errors therein or omissions therefrom.

11. Remedies. The Receiving Party acknowledges that the improper disclosure or use of the Protected Information could cause irreparable harm to the Disclosing Party and that money damages may be an inadequate remedy for breach of this Agreement. In the event of any breach or threatened breach by the Receiving Party (or its Representatives), the Disclosing Party shall be entitled to seek injunctive and other equitable relief, without proof of actual damages, to prevent the unauthorized disclosure or use of Protected Information and the Receiving Party shall not plead in defense thereto that there would be an adequate remedy at law, and the Receiving Party waives any applicable right or requirement that a bond be posted by the Disclosing Party. Each Party agrees to indemnify and hold the other Party harmless from any direct, out-of-pocket losses, damages, costs or liabilities (including reasonable legal fees and the reasonable cost of enforcing this Agreement, but excluding any claims for indirect, consequential, lost profit, special or punitive damages) arising out of or resulting from a breach by it or its Representatives of any of the provisions of this Agreement.

12. No Obligation to Proceed. Neither Party has any obligation to disclose Confidential Information to the other Party. Either Party may, at any time, (i) cease giving Confidential Information to the other Party without liability and/or (ii) request in writing the return, destruction and/or holding of Protected Information pursuant to Clause 8.

13. No Obligation or Joint Venture. The Parties hereto understand and agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement concerning the Transaction (other than this Agreement) shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to pursuing or consummating such Transaction by virtue of this or any written or oral expression

thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. This Agreement neither obligates a Party to deal exclusively with the other Party. Either Party may terminate consideration and discussion of the Transaction at any time and for any reason whatsoever, and the terminating Party shall have no liability to the other Party by reason of the termination; provided, however, that such termination shall not affect the restrictions on disclosure detailed in this Agreement.

14. Independent Review. Each Receiving Party agrees to assume full responsibility for all conclusions that it derives from its review of the Confidential Information.

15. Publicity. Neither Party will use any logo, trademark, design, mark or any distinguishing feature of the other Party in any manner (including, without limitation, in any advertising or promotional material) without the express prior written authorization of such other Party, which may be arbitrarily withheld.

16. Nondisclosure of Existence of Negotiations. Without the prior written consent of the other Party, or except, as legal counsel advises may be required by applicable law or regulation, each Party shall not disclose to any Person, other than its Representatives (in connection with such Representatives' facilitation of the Transaction), that (i) the Confidential Information has been disclosed to the Receiving Party, or (ii) Confidential Material has been generated by the Receiving Party, or (iii) discussions or negotiations are taking place between the Parties regarding the Transaction, including, without limitation, the status of such discussions or negotiations. Notwithstanding anything to the contrary, this Clause 16 shall not prevent the Receiving Party from disclosing the fact that these discussions are taking place or other facts with respect to such discussions (including the status thereof or the fact that Confidential Information has been made available to it), to any financial institution, equity investor or other source or potential source of financing (a "**Financing Source**") for the Transaction (it being understood that (a) each such Financing Source shall be informed by the Receiving Party of the confidential nature of the Confidential Information and shall be directed by the Receiving Party to treat all of the Confidential Information confidentially and not use it other than for the purposes of evaluating the Financing of the Transaction; and (b) in any event, the Receiving Party shall be responsible for any breach of this Agreement by any Financing Source.

17. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any previous agreements, whether written or oral, pertaining to such subject matter.

18. Amendment. This Agreement may only be amended by a written document signed by both Parties.

19. No Waiver. No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing, signed by the Party waiving the provision or the breach hereof. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach hereof. It is further agreed that no failure or delay by a Party in exercising

any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

20. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

21. Binding. This Agreement shall be binding upon the Parties and upon their respective successors and permitted assigns.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Jamaica. The Parties agree that any suit, action or proceedings in relation to any manner pertaining to this Agreement shall be brought in Jamaica. *The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Jamaican Courts and hereby waive any claim that Jamaica is an inconvenient forum or that Jamaica's courts do not have jurisdiction.*

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which will constitute a single instrument. Electronic and facsimile signatures shall be deemed original and binding signatures.

24. Assignment. No party to this Agreement may assign or transfer this Agreement, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other Parties, and any assignment without such consent shall be void and invalid and shall constitute a breach for the purposes of Clause 11.

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound by the provisions of this Agreement, has caused its duly authorized representative to execute this Agreement.

Jamaica Public Service Company Limited

By: _____

Name: _____

Title: _____

Date: _____

[INSERT NAME OF ENTITY]

By: _____

Name: _____

Title: _____

Date: _____

17.2. Appendix 2 - General Information Sheet

General Information

Name of Organization: _____

Address: _____

Key Contact: _____

Title: _____

Telephone Numbers: _____

Email Address: _____