Republic of Liberia
NATIONAL ELECTIONS COMMISSION
TUEMAN BOULEVARD, 9th & 10th STREETS, SINKOR - P.O. BOX 2044
MONROVIA, LIBERIA
Email info@woliberia.org

Terms of Reference
on

Media Publicity Campaign on National Elections Commission (NEC) 2020 Elections Activities

Framework Contract with Communication Radio Stations

I. Context

1. Section 2.9 (Y) of the New Elections Law mandates the NEC to “To conduct programs to educate the citizens of Liberia about elections and referenda and their democratic rights related to them; and to inform them about voter registration events and election and referendum events”. Within the above context, the Commission’s Strategic Operational Plan (2018-2024), list Elections Education and Public Information as a critical component of its efforts to mitigate the challenges of voter’s apathy and invalid votes that have characterized the outcome of every electoral process since 2005.

2. Within the above context, the National Elections Commission (NEC), through its Communication Section and the United Nations Development Program (UNDP) is embarking on a media campaign on elections education and public information effort for the ongoing Special Senatorial Election (SSE) and Referendum and the two by-elections for a period of three months from October to December 2020. The campaign will formally begin with the signing of a Memorandum of Understanding (MOU) between the selected Media Agency and 36 Community Radio Stations of each County of Liberia.

II. Objectives

3. The objectives of the Media Publicity Campaign of NEC’s 2020 Activities is to provide all necessary information (in jingle and drama style), clarifications, PSAs, and updates on the SSE and Referendum and the two by-elections to the public, leading to a high turnout and participation in the elections on December 8, 2020 (Elections Day).

III. Outcomes

4. Two major outcomes are expected out of the media publicity: 1) the general population & specifically registered voters are educated on the Legal Context and dos and don’ts of the SSE and Referendum and the two by-elections, and 2) inclusive participation for December
8, 2020 elections and referendum is enhanced from all sectors of the political and social spectrum of the Country.

IV. Methodology

5. The UNDP will hire a Media Agency that will sign MOU with 36 Community Stations. The Communication Section of the Commission will witness each of the MOU. The Section will make all necessary arrangements, along with the 19 Magistral Offices to have the MOUs reached to all the Stations. Materials for airing will directly go through the NEC Communications Section by digit/internet means to the Stations. However, in rare cases, materials would be sent through the 19 magisterial offices by traditional means. The CVE and Communication (COMM) Sections will produce the messages and UNDP will facilitate the production of the jingles and dramas in English and the 16 dialects of Liberia. The rest of the materials, including PSAs, LPMs, News Releases, Press Statements, Pre-Recorded talk shows, etc. will be handled by the COMM Section. The project will cover 36 Community Radios of the 15 Counties. Each will be paid on a flat rate basis agreed between the Media Agency/company, NEC and UNDP, each for the three months period.

V. Distribution Plan

6. Four radio stations each will be selected from Nimba, Lofa, and Bong Counties, considering they have two magisterial zones each. Two stations each will be selected from the rest of the 12 Counties, including Montserrado. Though Montserrado also has two magisterial zones, it enjoys dozens of mainstream stations. Each of the 36 stations will air available Jingle/Drama/PSA/LPM five times daily throughout the period of the 90 days. Each station will receive the English version of the materials. Stations will also receive materials in the local dialects depending on the tribes spoken in their region or community. Meaning, a particular station could receive material dependent on the tongues of the inhabitants.

<table>
<thead>
<tr>
<th>No.</th>
<th>County</th>
<th># of Radios</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grand Gedeh</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Lofa County</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Sinoe County</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Nimba</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Bong</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>Maryland</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>Rivergee</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>Grand Kru</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>Bomi</td>
<td>2</td>
</tr>
<tr>
<td>10</td>
<td>Grand Cape Mount</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>Gbapolu</td>
<td>2</td>
</tr>
</tbody>
</table>
VI. Submission Process

Agencies shall bear all costs related to submission of the offer. Applying organizations must read the details in the Terms of Reference, and submit the offer on or before 14th October 2020 at 12:00 Noon (GMT) via e-mail to procure.lr@undp.org.

VII. Eligibility & Qualification Criteria

✓ Minimum of 5 years of broadcasting or comparable experience;
✓ Registration in Liberia;
✓ Proven contact and at least three years of experience working with radio stations in 15 counties;
✓ Proven ability to distribute and share digital content with selected radios;
✓ Proven ability to monitor compliance of radios with the MOU in 15 counties.

VIII. Proposal

Technical proposal to include

- Names of radios to be included per county
- Methodology of entering MOUs with the community radios for this specific purpose
- Provisions of broadcasting details & schedule

Financial proposal to include

- Flat rate for each radio stations (agreed with the radio stations before submitting the proposal)
- Costs incurred by the agency

The technical and financial proposal will be evaluated by the Joint Committee composed of the NEC and UNDP.

Proposals will be evaluated based on the following criteria as follows:

a) The organizations fulfil the criteria of geographical coverage, as stated in these ToR;
b) Neutrality, impartiality, and competence (internet facility to be able to receive digital content) of the Community-based radios included;
c) Timeframe in compliance with requirement of these ToRs;
d) Financial proposal.

The final contract will be negotiated with the top-rated applicant.
IX. MOU

NEC

MONTSERRADO COUNTY

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this XX day of XX 2020 A.D. by and between the xxx represented by xxx, of the City of Monrovia, Montserrat County, Republic of Liberia (hereinafter known and referred to as Party of the First Part) and XXXXX Community Radio operating under the laws of the Republic of Liberia, represented by its General/Station Manager (or other Titles), of XXXX County, Liberia (hereinafter known and referred to as Party of the Second Part), hereby:

WITNESSETH:

1. That Party of the First Part is desirous of hiring the services of a reputable Media Entity to professionally disseminate voters’/civic education messages in an accurate and reliable manner to encourage citizens’ participation in the 2020 Constitutional Referendum and Special Senatorial Election (SSE) and some of the services needed by the Party of the First Part are, but not limited to the following:
   a) That the Party of the Second Part will be Airing Talk shows to inform the public about of the December 8,2020 SSE and Constitutional Referendum and the two byelections.
   b) That the Party of the Second Part will be Airing Dramas;
   c) That the Party of the Second Part will be Airing Jingles;
   d) That the party of the Second Part will be Airing Live Presenter Mention (LPM).
   e) That the Party of the Second Part will be Airing Public Service Announcement (PSA)
   f) That the Party of the Second Part will be Airing Special Features on Radio relating to the Elections.
   g) That the Party of the Second Part will relay major live media updates/press conferences through ELBC and ECOWAS Radio on the elections.

2. That Party of the Second Part has represented to Party of the First Part that it is a reputable Media Entity and possesses the required expertise and is capable of providing the services needed by the Party of the First Part in disseminating professionally voters’/civic education messages in an accurate and reliable manner to encourage citizens’ participation in the Election in clause 1 herein above;
3. That it is understood by both Parties that the Party of the Second Part has accepted to provide the Services needed by the Party of the First Part as needed in clause 1 herein above;

4. That it is further mutually understood by the parties that the Party of the First Part shall pay or cause to be paid to the Party of the Second Part a flat rate for the period of 3 Months (October-December 2020) amounting to SXXX for the services rendered in clause 1 herein above for the duration of this MOU;

5. The Parties hereto have further agreed that in the event that Party of the Second Part fails to provide needed services as provided for in clause 1 herein above, the Party of the Second Part shall be held liable for damages for breach of this MOU(Agreement);

6. It is hereby further mutually agreed upon by the Parties to this MOU that in case of force Majeure, this MOU shall be deemed suspended pending the end of the force majeure. Force Majeure is herein defined as any event beyond the reasonable control of the Parties, such as but not limited to war, insurrection, civil commotion, tidal wave, flood, lightening and other Acts of God;

7. The Parties to this Memorandum of Understanding hereby agree that the terms and conditions stipulated and contained herein or any extension thereof shall be binding upon the Parties hereto, their heirs, administrators, executors, assigns or successors in office as if they personally executed and signed this Memorandum of Understanding;

8. The Parties have mutually agreed that this Memorandum of Understanding shall not be changed, modified or terminated except in writing.

IN WITNESS WHEREOF, WE HAVE HEREWITH SET OUR SIGNATURES THIS XX DAY OF XXX A.D. 2020

IN THE PRESENCE OF:

_________________________ As to __________________________

XXX

XXX

FOR PARTY OF THE FIRST PART

_________________________ As to __________________________
FOR PARTY OF THE SECOND PART

Henry Boyd Flomo/Director of Communication
Witness
## X. Distribution Plan for Jingles/Dramas

<table>
<thead>
<tr>
<th>Activities</th>
<th>Category of Material</th>
<th>Duration for Airing</th>
<th>Radio Station &amp; Location</th>
<th>Quantity of Airing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Production of Jingles/Drama (4 categories) Sept. 15-25, 2020</td>
<td>One Production for All</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2</strong> Airing of Materials in all Categories, English and the 16 Local Dialects</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Airing of Jingles/Dramas for Female Voters plus other available materials</td>
<td>All 36 Stations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Airing of Jingles/Dramas for First time Voters plus other available materials</td>
<td>All 36 Stations</td>
<td></td>
<td>5x daily x 3-Months (90days)</td>
</tr>
<tr>
<td></td>
<td>Airing of Jingles/Dramas for Voters with disability plus other available materials</td>
<td>All 36 Stations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Airing of Jingles/Dramas for Voters in General plus other available materials</td>
<td>All 36 Stations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tor Name</td>
<td>Participants</td>
<td>Start Date</td>
<td>End Date</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------------------------------------</td>
<td>--------------</td>
<td>------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>3</td>
<td>Distribution/Facilitation of Materials to Stations</td>
<td>All</td>
<td>Before Start Date</td>
<td>Oct. 1-Dec. 31, 2020</td>
</tr>
<tr>
<td>4</td>
<td>Transportation &amp; accommodation for monitoring</td>
<td>All</td>
<td>Oct 15-Dec. 15, 2020</td>
<td>Random Visits of Radio Stations</td>
</tr>
</tbody>
</table>

**TORs reviewed by:**

- **Anthony K. Sengbe**
  Executive Director
  National Elections Commission
  
**Signature**

- **Lenka Homolkova**
  Chief Technical Adviser
  UNDP Liberia Electoral Support Project
  
**Signature**

**TORs approved by:**

- **James Monibah**
  UNDP Governance Team Leader
  
**Signature**

- **Violet Baffour**
  UNDP Deputy Resident Representative – Programmes
  
**Signature**

Date: 10/10/2020