ASSOCIATION OF CARIBBEAN STATES (ACS)

DIRECTORATE FOR TRADE AND SUSTAINABLE DEVELOPMENT

TERMS OF REFERENCE:
Development of Tourism Facilitation and Contact Tracing Tools in Caribbean OCTs
Table of Contents

Company Information ........................................................................................................ 3
Terms of Reference ............................................................................................................. 4
1. Duration of the Consultancy ......................................................................................... 4

SERVICES REQUIRED .................................................................................................... 5
2. Background ................................................................................................................... 5
3. Objective of the Consultancy ....................................................................................... 6
4. Scope of Services of the Consultancy ......................................................................... 6
5. Competencies and Experiences required by the Consulting team ....................... 8
6. Deliverables .................................................................................................................. 10
7. Obligations and Duties of the Consulting Team ..................................................... 12
8. Duties of the Contracting Authority ......................................................................... 12
9. Fees and Forms of Payment ....................................................................................... 13
10. Immunities, Extensions and Privileges ..................................................................... 14
11. Coordination and Supervision of the Consultancy .................................................. 14
12. Location ..................................................................................................................... 14

EVALUATION, CONTENT AND PRESENTATION OF PROPOSALS ....................... 14
13. Evaluation Process for Proposals .............................................................................. 14
14. Submission Guidelines for Proposals ....................................................................... 15

GENERAL RULES AND GUIDELINES ....................................................................... 17
15. Performance Standards ............................................................................................. 17
16. Rights Reserved by the ACS ..................................................................................... 18
17. Reasons for the Disqualification of Proposals .......................................................... 18
18. Prohibitions ............................................................................................................... 18
19. Confidentiality Clause .............................................................................................. 19
20. Acceptance of the Code of Ethics ............................................................................ 19
Company Information

The Convention Establishing the Association of Caribbean States (ACS) was signed on July 24, 1994, in Cartagena de Indias, Colombia. The ACS comprises of 25 Member States and ten (10) Associate Members and complimentary memberships through six (6) Founding Observer Organisations, twenty-nine (29) Observers and sixteen (16) Social Actors.

The objectives of the ACS are contained in the Articles of the Convention and are based on the following:

- Strengthening regional cooperation and the integration process, with the aim of creating an expanded economic space in the region;
- Preserving the environmental integrity of the Caribbean Sea, considered as a common heritage of the peoples of the region; and
- Promoting the sustainable development of the Greater Caribbean.

The ACS is mandated to work in five focal areas; trade, transport, sustainable tourism, disaster risk reduction. In addition, the Caribbean Sea Commission was formed with the purpose of seeking the designation of the Caribbean Sea as a special area within the context of sustainable development before the United Nations. At the core of the functions of the ACS is its aim of pursuing consultation, cooperation and concerted action among its membership.

As an inter-governmental organisation, the main organs of the ACS are the Council of Ministers, which is the main policy-making and guiding body, and the General Secretariat. There are six Special Committees vested with oversight of the technical work of the organisation, namely: Trade Development and External Economic Relations; Sustainable Tourism; Transportation; Disaster Risk Reduction; Cooperation and Resource Mobilization, Budget and Administration and the Caribbean Sea Commission which has oversight relating to the Caribbean Sea.

The ACS has three official languages; English, Spanish and French with its Secretariat located in Trinidad and Tobago. Further information can be located on its website at: www.acs-aec.org.
Terms of Reference

This Terms of Reference (ToR) constitutes the property of the Association of Caribbean States (ACS), and its contents may not be reproduced by mechanical or electronic means, nor redistributed without the consent of the ACS.

Likewise, the ACS guarantees confidentiality and non-disclosure of the information provided by bidders or applicants in response to this Request for Proposals.

This ToR does not oblige any natural or legal person to submit a proposal. In the same way, the presentation of proposals by the bidders does not oblige the ACS to enter into any contract. This ToR, as well as any technical and financial proposals presented by the selected bidder, will form part of the contract to be signed for the required services.

The ACS will not reimburse costs associated with the preparation of any proposal.

The ACS retains ownership of all proposals received under this process and as a consequence, respondents have no right of return of documents submitted.

1. **Duration of the Consultancy**

1.1 The assignment will begin from the date of contracting the selected consulting firm. Henceforth, the project must be completed within an eight (8) month period and will culminate with the delivery of final deliverables that secure the written approval of the ACS and Expertise France.

1.2 In the event of cases of force majeure or justifiable fortuitous event arising, there will be an agreement between the ACS and the consulting team to extend the duration of the contract for a reasonable time as deemed necessary so that the latter can satisfactorily conclude the contracted services.

1.3 Contractual breaches shall be addressed in keeping with international best practices, where both parties shall have the right to seek redress and offer reasonable timeframes for contractual breaches to be rectified by the offending party.
SERVICES REQUIRED

2. Background

The Association of Caribbean States (ACS) has received financing from the Resilience, Sustainable Energy and Marine Biodiversity (RESEMBID) Programme’s COVID-19 Resilience Response Facility, under the contracting authority Expertise France, towards implementation of the Project: “Advancing Collaboration as a Strategy for Building Tourism Crisis Resilience in Overseas Countries and Territories (OCTs) of the Greater Caribbean”.

This project seeks to overcome four (4) specific barriers to expediting economic reactivation through the Tourism Industry in European OCTs. In the first instance, the SARS-CoV-2 pandemic, commonly referred to as COVID-19, has demonstrated that there is a growing need to diversify OCTs’ tourism source markets. Major traditional source markets like the United States and Europe account for sizeable portions of global pandemic cases (ECDC 2020), with the virus being relatively contained in the Caribbean. Under the ACS’ reach, there is an opportunity for this project to encourage harmonized travel and tourism systems that can be adopted across OCTs, and the Greater Caribbean and therefore harness the region as a secondary source market characterized by south-south travel.

Ingrained in the project is a campaign to help overcome health safety concerns in the minds of potential travellers, regarding travel to and within the Greater Caribbean region. The project is therefore expected to help OCTs adopt sound regulatory and policy frameworks, from which they can market themselves as responsible destinations at the forefront of mitigating COVID-19 transmission risks for visitors.

Similarly, the project, through tourism as its economic point of reference, inherently addresses the barrier of growing unemployment among women and youth as vulnerable groups. Globally, tourism, by virtue of its dependence on hospitality, is dominated by women, whether in housekeeping and attending, or management functions like sales, event planning and marketing. As such, tourism in the OCTs provides alternative income sources for low-to-high-skilled individuals both as employees and/or youthful service supply entrepreneurs. Regardless of their role or position all affected persons gain better livelihood prospects from actions that stabilise tourism in the Greater Caribbean.

Finally, this project seeks to strengthen technological adoption and adaptation in the tourism resilience framework of national governments. Thus, the ACS proposes to pilot technology aided solutions that support coordinated passenger facilitation protocols and visitor contact tracing systems. The goal is to enable visitor flow management
mechanisms which encourage both ease of destination access and viral containment as a means of guiding tourism recovery.

3. Objective of the Consultancy

The ACS, through its Directorate of Trade and Sustainable Development, as the Project Executing Agency (PEA) wishes to procure the services of a consultancy team, as part of the project implementation team for the project entitled: “Advancing Collaboration as a Strategy for Building Tourism Crisis Resilience in OCTs of the Greater Caribbean”, hereinafter referred to as the ACS RESEMBID Project.

The overall objective of the work is to contribute to increased Caribbean OCT tourism resilience to extreme and recurrent natural events, specifically pandemics and epidemics that affect the industry.

The specific objective of this consultancy is to develop and pilot test mechanisms that facilitate standardized visitor entry into and between participating OCTs and a tool for contact tracing.

4. Scope of Services of the Consultancy

4.1 GENERAL TASKS
The consulting team will work in close collaboration with the Project Team in the Directorate of Trade and Sustainable Development (DTSD), supported by the Units and Directorates at the ACS Secretariat with the technical competencies for the scope of services required for this consultancy. Under the general guidance of the Project Manager, the Consultancy Team is responsible for the investigation, development, and testing of a passenger facilitation mechanism that simplifies travel to and among participating OCTs and a digital solution that can facilitate visitor contact tracing. In undertaking the aforementioned, the Consultancy Team will be expected to conduct research on OCT entry protocols and digital contact tracing options, build out selected tourism facilitation mechanisms, strengthen user capacity, and coordinate systems testing at selected ports of entry in the beneficiary countries. The work will comprise a combination of desk research, virtual consultation, training and a maximum of a seven-day in-country travel for coordination purposes. Activities are designed to support the outcome of improved stakeholder capacity for contagion mitigation and management within the tourism industry of participating Caribbean OCTs.

4.2 GEOGRAPHIC AREAS TO BE COVERED
The scope of the project covers three (3) European Overseas Countries and Territories (OCTs), situated in the Greater Caribbean region. The consulting team’s methodology
should include the greatest possible participation of (a) Bonaire (b) Curacao (c) Sint Maarten. The operational base for the project will be Port of Spain, Trinidad and Tobago, the location of the ACS Secretariat.

4.3 SPECIFIC TASKS
To achieve the expected results, the consulting team must carry out activities detailed in this project as follows:

4.3.1 Project Inception
The consulting team will participate in an inception meeting with the Project Execution Team (PET) at the ACS to define, clarify and agree on project parameters, expectations, timelines and reporting modalities, and to agree on general and specific methodologies that will be employed by the consulting team during the life of the project.

4.3.2 Planning and Coordination
a. Review and internalise project documents so as to facilitate the development of a detailed Implementation Plan;

b. Consult regularly with the Project Execution Team (PET), Regional Project Steering Committee (RPSC) representatives and national level project beneficiaries to identify, clarify and propose solutions to local specificities that may impact the implementation of new/refined policy measures for contagion scenarios;

c. Liaise with other project consultants to provide inputs and or materials that facilitate project visibility, monitoring and evaluation and the production of a best practice guide for contagion management for tourism stakeholders.

4.3.3 Development and Pilot Testing of a sub-regional Reciprocal Passenger Facilitation Mechanism (RPCM) for Contagion Management
a. Undertake a comparative analysis of visitor entry contagion management principles prescribed in regional subgroupings (e.g. CARICOM, SICA) against those present in beneficiary OCTs.

b. Recommend integrated and OCT-specific courses of action that could be taken to operationalise a minimum standard Reciprocal Passenger Facilitation Mechanism among beneficiary destinations. The consulting team must present at least two (2) options for the Reciprocal Passenger Facilitation Mechanism to the Regional Project Steering Committee.

c. Support beneficiary OCTs with the implementation of recommended actions that operationalise the proposed sub-regional Reciprocal Passenger Facilitation Mechanism. This will include the development of stakeholder training material, hosting of online stakeholder capacity building seminars on the use of said mechanism and implementation troubleshooting.

d. Coordinate a sub-regional pilot of the Reciprocal Passenger Facilitation Mechanism.
4.3.4 **Procurement and Pilot Testing of a Technology Aided Contact Tracing Solution for Contagion Management**

a. Undertake a situational analysis of contact tracing practices, processes and methodologies in beneficiary OCTs, with a view towards mapping destination strengths and weakness.

b. Identify and profile the strengths and weaknesses of contact tracing practices, processes and methodologies in model destinations. At least one destination should be intra-regional and at least one destination can be extra-regional.

c. Conduct a comparative analysis highlighting the role and impact of technology on contact tracing successes in both beneficiary OCTs and model destinations.

d. Design and develop at least two (2) digital options for contact tracing that are applicable to the beneficiary OCTs

e. Procure and coordinate the selected solution’s rollout across participating OCTs. This will include the development of stakeholder training material, hosting of capacity-building online seminars on use of said solution and implementation troubleshooting.

f. Coordinate a sub-regional pilot of the technology-aided contact tracing solution for a period of at least 3 months

4.3.5 **Reporting**

a. **Produce a Final Report detailing:**

i. Comparative analysis synthesis of prevailing contagion management principles and intent in visitor entry protocols from participating OCTs, as compared to CARICOM and SICA sub-regional groupings.

ii. Operational successes, challenges and lessons learnt during the development, implementation and pilot testing of a sub-regional Reciprocal Passenger Facilitation Mechanism.

iii. Operational successes, challenges and lessons learnt during the development, implementation and pilot testing of a technology aided contact tracing solution.

5. **Competencies and Experiences required by the Consulting team**

This Terms of Reference is open to consulting teams, as qualified and experienced below:

5.1 **General Experience of the Consulting Team:**

A consulting team with a minimum of fifteen (15) years of combined experience in the conceptualisation and implementation of data-driven management solutions, especially related to tourism management and or epidemiological solutions. The consultant should also be familiar with the International Health Regulations as it relates to ’Points of Entry’ (PoE).
The consulting team must include specialists who act as key personnel possessing professional training and experience in projects similar to that described in these Terms of Reference.

5.2 General Competencies of the Consulting Team:
   a. Excellent oral and written communication skills in English as the working language of this consultancy;
   b. Diplomatic acumen, principles of integrity, transparency and the ability to work under pressure in a multicultural environment;
   c. Excellent organisational, planning and time management skills;
   d. Ability to work independently.

5.3 Specific Competencies and Experience of the Consulting Team

<table>
<thead>
<tr>
<th>Expertise Required</th>
<th>Educational Background</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research Methodology</td>
<td>Bachelors’ Degree, professional certification or equivalent</td>
<td>Minimum of five (5) years’ experience conducting research in a project based environment with specific deliverables</td>
</tr>
<tr>
<td>Tourism Planning / Destination Development</td>
<td>Bachelors’ Degree, professional certification or equivalent</td>
<td>Minimum of five (5) years’ experience developing tourism development initiatives</td>
</tr>
<tr>
<td>Epidemiology</td>
<td>Bachelors’ Degree, professional certification or equivalent</td>
<td>Minimum of three (3) years’ experience contributing to the development of contagion management works, systems and processes</td>
</tr>
<tr>
<td>Training &amp; Curriculum Development</td>
<td>Bachelors’ Degree, professional certification or equivalent</td>
<td>Minimum of two (2) years’ experience developing training content suitable to adult learning. Consulting teams should also have a minimum 2 years’ experience delivering training.</td>
</tr>
<tr>
<td>Border Management</td>
<td>Bachelors’ Degree, professional certification or equivalent</td>
<td>Minimum of three (3) years’ experience in border management operations at ports of entry.</td>
</tr>
<tr>
<td>Process optimisation and Digitalisation</td>
<td>Bachelors’ Degree, professional certification or equivalent</td>
<td>Minimum of three (3) years’ experience in process reengineering and enhancement using technological applications.</td>
</tr>
<tr>
<td>Procurement</td>
<td>Bachelors’ Degree, professional certification or equivalent</td>
<td>Minimum of three (3) years’ experience in the sourcing and acquisition of goods works and services in a competitive environment, with observance of donor or international organisation rules.</td>
</tr>
</tbody>
</table>

Desirable:
a. Knowledge of and familiarity with tourism resilience building frameworks and methodologies would be an asset.
b. Experience in stakeholder engagement or event management would be an asset.
c. Previous work experience in an international or regional organisation with service to Latin America and the Caribbean would be considered an asset.

6. Deliverables

6.1 LIST OF DELIVERABLES

The consulting team will support and provide assistance to the ACS in all activities necessary to develop the following deliverables: Report based with completed deliverables in each.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deliverable 1: A Project Inception Report and Implementation Plan</strong></td>
<td>2 Weeks from Contracting</td>
</tr>
<tr>
<td>This should detail agreed project parameters, consulting team interpretation of the work to be undertaken, methodological approach for undertaking work, and delivery timelines. The Implementation Plan must be aligned with the existing Project Logical Framework, proposing enhancements/refinements where deemed applicable.</td>
<td></td>
</tr>
<tr>
<td><strong>Deliverable 2: Presentation of Proposals for a Regional Passenger Facilitation Mechanism (RPFM) and a technology aided Contact Tracing Solution</strong></td>
<td>6 weeks from contracting</td>
</tr>
<tr>
<td>The proposals should detail:</td>
<td></td>
</tr>
<tr>
<td>a. Design and specifications of at least two (2) solutions for both a RPFM and a digital contact tracing solution</td>
<td></td>
</tr>
<tr>
<td>b. An executive brief outlining key parameters and comparative differences for (a) the RPFM solution and (b) contact tracing solution.</td>
<td></td>
</tr>
<tr>
<td>c. Scope for questions and answers as well as pending clarifications</td>
<td></td>
</tr>
<tr>
<td><strong>Deliverable 3: Guidelines and parameters for operationalising a Reciprocal Passenger Facilitation Mechanism suitable for contagion scenarios</strong></td>
<td>10 weeks from contracting</td>
</tr>
<tr>
<td>The deliverable should at minimum include:</td>
<td></td>
</tr>
<tr>
<td>1. A synthesis of findings from cluster and comparative analyses, mapping contagion management principles</td>
<td></td>
</tr>
</tbody>
</table>
and intent among participating OCTs, against those in other sub-regional groupings
2. Recommendations for OCT-specific courses of action that could be taken to operationalise a minimum standard Reciprocal Passenger Facilitation Mechanism among beneficiary destinations.
3. Access solutions for any applicable global IT platform, module or system required.

<table>
<thead>
<tr>
<th>Deliverable 4 – Acquisition and Testing of Visitor Contact Tracing Solution</th>
</tr>
</thead>
<tbody>
<tr>
<td>The deliverable should at minimum include:</td>
</tr>
<tr>
<td>1. The acquisition of necessary hardware and or software to facilitate system testing at one popular visitor site or port of entry in each participating OCT.</td>
</tr>
<tr>
<td>2. A user manual detailing the features and basic operational guidelines of the system</td>
</tr>
<tr>
<td>3. Recommendations for adapting the technological solution to possible contagion scenarios that may arise</td>
</tr>
<tr>
<td>4. A Training Plan and learning materials to familiarise potential end-users with the solution in an online environment</td>
</tr>
<tr>
<td>5. The entire system should be accessible to all beneficiary OCTs and must not exceed an acquisition budget of €20,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverable 5: Implementation support for the RPFM and Contact Tracing Solution</th>
</tr>
</thead>
<tbody>
<tr>
<td>There should be ongoing coordination assistance and technical support to guide the rollout of both selected solutions across participating OCTS. This support should at minimum include but is not limited to:</td>
</tr>
<tr>
<td>1. The development of training materials and the delivery of one (1) capacity building seminar for each of the participating OCTs, to familiarise targeted end-users with features and functions of the RPFM.</td>
</tr>
<tr>
<td>2. The development of training materials and the delivery of one (1) capacity building seminar for each of the participating OCTs, to familiarise targeted end-users with features and functions of the selected technology aided Contact Tracing Solution.</td>
</tr>
</tbody>
</table>

12 weeks after contracting
28 weeks after contracting
### Deliverable 6: Final Report

<table>
<thead>
<tr>
<th>Deliverable 6: Final Report</th>
<th>32 Weeks after contracting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A final summary of work undertaken, key achievements, and recommendations for further work</strong></td>
<td></td>
</tr>
</tbody>
</table>

NB: The consulting team must deliver electronic copies of the final version of each deliverable in English.

## 7. Obligations and Duties of the Consulting Team

### 7.1 The consulting team is responsible for:

- a. Complying with the Terms of Reference, the Technical Proposal and other conditions derived from the contract with the ACS, as applicable.
- b. Respecting administrative guidelines and supervision of the ACS and addressing any observations/recommendations from the Project Steering Committee.
- c. Ensuring that the necessary knowledge creation and transfer support is available to ensure maximum contagion management capacity building for tourism stakeholders in participating OCTs.
- d. Securing the necessary materials and offering expected support indicated to ensure successful implementation of the project.
- e. Maintaining continuous contact with the PET and the ACS Secretariat to include the supply of direct e-mail and telephone contact information for to the PET;
- f. Administrative arrangements to support effective participation in the consultancy including but not limited to travel arrangements, office space and equipment for the consulting team, and any other supplies necessary to perform required functions.

## 8. Duties of the Contracting Authority

### 8.1 The ACS is responsible for:
a. Providing administrative support, information (written or verbal) and any
documentation necessary for the execution of the duties outlined in these
Terms of Reference;
b. Facilitating access to its office for the consulting team, if necessary, for the purpose
of carrying out duties under the project;
c. Notifying ACS beneficiary destinations about the engagement of the consulting
team through ACS focal points and liaisons; and
d. Assisting the consulting team with introductions to project stakeholders and the
organization of meetings with officials in Member States.

9. **Fees and Forms of Payment**

9.1 The ACS will pay for services in accordance with the provisions of the signed
contract, in United States Dollars (USD).

9.2 Consulting teams are directly responsible for all statutory obligations.

9.3 Payments will be issued via bank transfers in United States Dollars (USD), to the
country named in the address provided by the consulting team. The selected
consulting team will be required to provide complete banking instructions inclusive
of, information on the name of the financial institution and its address, as well as
the beneficiary name and account number to which payments are to be made.

9.4 Payment will be disbursed by the ACS according to the following payment
schedule:

<table>
<thead>
<tr>
<th>Cost Driver</th>
<th>Timeline</th>
<th>Payment (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inception Report</strong></td>
<td>2 Weeks from Contracting</td>
<td>15% upon acceptance by the PET</td>
</tr>
<tr>
<td><strong>Progress Report 1</strong></td>
<td>The report should include the submission of final draft versions of deliverables 2 – 4 in keeping with details in the deliverables table.</td>
<td>40% upon acceptance by the PET</td>
</tr>
<tr>
<td><strong>Progress Report 2</strong></td>
<td>28 weeks from contracting</td>
<td>30% upon acceptance by the PET</td>
</tr>
<tr>
<td>Final Report</td>
<td>32 Weeks after contracting</td>
<td>15% upon acceptance by the PET</td>
</tr>
</tbody>
</table>
10. Immunities, Extensions and Privileges

The ACS is exempted from all responsibility related to the payment, retention or collection of any tax, contribution or duties that correspond to the contractor.

The ACS reserves the right to reject any proposal, cancel or declare the contracting process failed when it deems it necessary for institutional interests, without incurring any liability towards the consulting team. The ACS will not incur responsibility or obligation to inform the bidders about the causes or reasons that originate such determination.

11. Coordination and Supervision of the Consultancy

Services provided within the framework of this consultancy in the terms of reference outlined herein, will be executed and coordinated under the direction of the DTSD, supported by the Units and Directorates at the ACS Secretariat with the technical competencies for scope of services for this consultancy. The project, under which this consultancy falls, is also supervised by a Regional Project Steering Committee (RPSC), comprised of representatives from beneficiary OCTs, which has ultimate responsibility for project implementation.

12. Location

This assignment is commissioned by the Association of Caribbean States (ACS) where its Secretariat is headquartered in Trinidad and Tobago.

EVALUATION, CONTENT AND PRESENTATION OF PROPOSALS

13. Evaluation Process for Proposals

13.1 EVALUATION PROCESS

Proposals will be evaluated through a scoring system, where the scoring of Technical Proposals will account for 70% of consulting team rankings, and Financial Proposals will account for 30% of consulting team ranking. Negotiations will start with the top ranked candidate in an attempt to agree on the interpretation of work and compensation for the assignment.

13.2 TECHNICAL EVALUATION – 70%
The objective of the technical evaluation is to evaluate the characteristics of the services to be contracted against the requirements outlined in the Terms of Reference with which the contractor must comply.

Although the technical evaluation has a total value of 70%, to obtain the technical qualification, according to the evaluation criteria, the total value of 100 scores will be used. The criteria and weightings that will be used to carry out the technical evaluation are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisation and Methodology</td>
<td></td>
</tr>
<tr>
<td>Rationale</td>
<td>30</td>
</tr>
<tr>
<td>Strategy</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total score for organisation and methodology</strong></td>
<td><strong>60</strong></td>
</tr>
<tr>
<td>Key Expert(s)</td>
<td></td>
</tr>
<tr>
<td>Qualifications</td>
<td>15</td>
</tr>
<tr>
<td>General professional experience</td>
<td>15</td>
</tr>
<tr>
<td>Non key experts qualifications and experience</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total score for Key experts</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>Overall total score</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

For the submitted proposal to be acceptable and advance to the financial evaluation, it must obtain a minimum score of 70%; that is 70/100 of the total technical evaluation. The offer that does not attain said score will be disqualified from the process.

**13.3 Financial Proposal – 30%**
In the economic evaluation, the maximum weight of 30% will be assigned to the proposal with the lowest financial offer. Financial evaluations are done by means of this formula:

\[
\text{Financial score} = \left( \frac{\text{lowest total fees}}{\text{total fees of the proposal being considered}} \right) \times 100 \times 0.30
\]

The sum of the technical and economic evaluation will result in the final grade that will serve as the basis for the award.

**14. Submission Guidelines for Proposals**
The proposal must include the following three (3) components that should be clearly identified:

a. Technical Proposal
b. Compliance documentation
c. Financial Proposal

**14.1 TECHNICAL PROPOSAL**
The technical offer must contain the following documents, which must be presented in the following order:

a. Presentation Letter – This letter is to be duly stamped and signed by the legal representative of the consulting team, and give a general overview of interest in the project.

b. Technical proposal – The proposal should outline the consulting team’s organisation and methodology for the project as presented in the terms of reference, as well as detailed CVs highlighting the specific competencies and experience requested in 5.3 of this Terms of Reference

14.2 COMPLIANCE DOCUMENTATION
The compliance documents that must be sent in this section must include the information described below:

For Firms or Consortiums

a. Copy of the Incorporation Certificate. In the case of a consortium of individual consulting teams, a letter of agreement signed by the lead consulting team should be included.

b. Photocopy of the Power of Attorney or Certification issued by the consulting firm which verifies and supports the appointment of the legal representative of the company. In the case of a consortium of individual consulting teams, the letter of agreement indicated in 14.1 (a) above should expressly identify the legal representative for the consulting team.

c. Photocopy of passport bio-data page of the legal representative and named team members.

14.3 FINANCIAL PROPOSAL
The financial proposal must contain the following documents placed in the following order:

a. Detailed document of the financial offer stamped and signed, which must include the detail of fees and all related expenses to provide the services. (Taxes are the express liability of the consulting team).

The financial proposal must be subject to the following guidelines:

a. The financial proposal must include the direct and indirect costs related to the service and be quoted in United States Dollars (USD).

b. All payments would be made in United States Dollars, with consulting team bankers being the sole determinant of official exchange rates applied when payment is received.

14.4 LANGUAGE OF THE PROPOSAL
All documentation required to participate in this tender process must be presented in English.

14.5 SUBMISSION PROCESS FOR PROPOSALS
Proposals must be sent electronically for the attention of Ms. Safiya Reid, Advisor Directorate for Trade and Sustainable Development, to the following email address sreid@acs-aec.org copy to resemblid@acs-aec.org with the subject “RFP – Pilot Testing of Tourism Resilience Mechanisms”.

14.6 DEADLINE FOR SUBMISSION OF PROPOSALS
The deadline for receipt of offers is the 16th day of the month of January 2023, at 5:00 pm (AST). Offers submitted after this date and time will not be taken into consideration for the evaluation process. Once the proposal has been submitted and the deadline has passed, it cannot be withdrawn, replaced or modified. All submission become the property of the Association of Caribbean States (ACS).

**14.7 COORDINATION AND PERIOD OF CONSULTATIONS**

In the event that there are doubts or questions regarding the Terms of Reference or the bidding process, consultations and questions are to be directed to the Ms. Safiya Reid Advisor – Directorate for Trade and Sustainable Development of the ACS via the following email address sreid@acs-aec.org copy to resembid@acs-aec.org.

Questions and consultations can be made until the deadline for submission of proposals.

In order to maintain equality in the information provided, all questions answered to all bidders will be uploaded to the ACS website www.acs-aec.org.

**14.8 VALIDITY OF PROPOSALS**

Proposals must have a validity period of at least ninety (90) calendar days, counted from the deadline for submitting them.

**GENERAL RULES AND GUIDELINES**

**15. Performance Standards**

The work undertaken by the contractor will be governed by the following principles:

- The consulting team commits to providing professional services and performing the tasks indicated in the Contract Documents, and certifies that the consulting team meets the highest standards of integrity and professional competence. The consulting team commits to taking into account the nature and purpose of the ACS as a regional cooperation organization in the Greater Caribbean and to ensuring that services indicated in the Contract are performed in a manner consistent with the aforementioned.

- The ACS shall at all times have the right to verify the quality of the work performed by the consulting team and to request the modifications and revisions that it deems pertinent within the approach contained in these Terms of Reference.
16. Rights Reserved by the ACS

The ACS reserves the right to declare this bidding process void, if it is considered that none of the proposals received fully satisfies the requirements included in these Terms of Reference. Likewise, the ACS reserves the right to reject any proposal, cancel or declare the process failed, decide to extend it, cancel or postpone it partially or totally, decide to grant the same in whole or in part to one or more suppliers, decide when it deems appropriate institutional interests, without incurring any liability towards the supplier.

The ACS will notify all bidders of the outcome of the evaluation process after a final selection has been made.

While supervising the activities carried out by the consulting team, the ACS also reserves the right to take the actions it deems necessary to safeguard reputation and image if said activities contravene its guiding principles, operations or provisions related to information security.

The ACS shall be considered the sole, exclusive owner of all outputs of this project throughout the world forever and of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and media now or hereafter known and developed.

17. Reasons for the Disqualification of Proposals

Proposals submitted may be disqualified from the evaluation process for the following reasons:

- Failure to provide the required documents indicated in section 14. Incomplete proposals submitted that do not comply with the full requirements established in these Terms of Reference will result in disqualification.
- Proposals may be disqualified at any time during the process if there is proof of non-compliance with this Terms of Reference or if the authenticity of the information presented therein is found to be compromised or falsified in any way.
- If the proposals are submitted to any other email address other than the one established in the Terms of Reference and after the established deadline.
- If the documentation is presented with deletions or unjustified amendments.

18. Prohibitions

To guarantee transparency in the procurement processes, the following persons may not participate, directly or indirectly, in the supply of goods, services and consultancies for the ACS:

- Officials or active employees, former officials or former employees and retirees of the ACS for a period of two (2) years from their separation, neither the spouses or housemates, nor the relatives by consanguinity or affinity up to the second degree, inclusive of officials or active employees of the ACS.
• The bidder who has participated in this tender and has a complaint about the result of the process, may do so by sending an email for the attention of Ms. Safiya Reid, Advisor – Directorate for Trade and Sustainable Development sreid@acs-aec.org copied to resembid@acs-aec.org.

19. Confidentiality Clause
The consulting team, where appropriate, the personnel in charge of offering the services described in this document, must observe the utmost secrecy and confidentiality in relation to conversations, data, documents and general information of the Bank that arrive by any means to your knowledge, and in general, from any background or element, material or conceptual.

Any serious violation of the foregoing that may negatively affects the ACS’ official relations with national authorities at any level, or that results in public or commercial dissemination that damages in any way the confidentiality of the information of the ACS, will result in contract termination. The ACS may terminate the contract, which will be done by written communication to the consulting team denouncing such events.

20. Acceptance of the Code of Ethics
The bidder declares that he/she is aware of the prevailing institutional and individual ethical principles, norms and values that prevail at the ACS, within the framework of the Code of Ethics, which is attached to these Terms of Reference. If selected, the bidder undertakes to comply without any restrictions; any breach of said rule will entitle the ACS to terminate the acquisition and / or contracting in advance without any liability on its part, without prejudice to the pertinent criminal and civil actions.