



Request for Proposal (RFP)

Project No. M CTI 01 2011T (ECSSG) APEC Cross Border Privacy Rules System Implementation and Administration Assistance

Introduction

- A The APEC Secretariat is seeking proposals for the provision of the Services described in *RFP Schedule 1 – Statement of Requirement*.
- B Each Bidder to this RFP is expected to:
- (i) fully inform themselves on all aspects of the work required to be performed;
 - (ii) submit its proposal on the template provided at *RFP Schedule 2 – Proposal*, including the signed Declaration by Bidder at the end of *Schedule 2*; and
 - (iii) submit its proposal in accordance with *RFP Schedule 1 – Statement of Requirement* and with due note of *RFP Schedule 5 – Evaluation Criteria*.
- C Each Bidder, by submitting its proposal, agrees that the proposal is subject to the RFP Schedule 4 – Standard Conditions of Proposal, and agrees to comply with those conditions. Acceptance of a proposal will occur only when a contract is executed. Any Contract will incorporate the APEC policies and guidelines identified in RFP Schedule 3 - Special Conditions of Proposal and the contract at RFP Schedule 6 - Standard Contract Conditions.
- D Bids from contractors based in non-member economies and bids from international organisations may be considered. However, priority is given to suitably qualified tenders from member economies.

Structure of the RFP

The RFP has six parts:

- **Schedule 1: Statement of Requirement**
- **Schedule 2: Proposal Template**
- **Schedule 3: Special Conditions of Project Proposal**
- **Schedule 4: Standard Conditions of Request for Proposal**
- **Schedule 5: Evaluation Criteria**
- **Schedule 6: APEC Standard Contract Conditions**

- **RFP Schedule 1 – Statement of Requirement**

Key Dates and Details

Event	Dates
Closing Time for submission of Proposals	25 May 2018, 11:59pm, Singapore Time (GMT +8)
Method to Submit Proposal	<p>Proposals must be submitted to:</p> <p>(1) Project Overseer: Michael Rose Email: michael.rose@trade.gov; cc: michelle.sylvester-jose@trade.gov</p> <p>Note: Please submit softcopy only (electronic version in PDF format) via email by the closing time specified above.</p> <p>(2) APEC Secretariat Adrian Cheng, Program Director 35 Heng Mui Keng Terrace, Singapore 119616 Email: acsp@apcc.org; cc: ktsy@apcc.org</p> <p>Note: Please submit (i) softcopy (electronic version in PDF format) via email and (ii) one copy of hardcopy by mail. Please ensure that the softcopy is submitted to the APEC Secretariat by the closing time specified above.</p> <p>(PROPOSAL: Project No: M CTI 01 2011T (ECSG))</p>
Number of Copies to be Submitted	<p>The Bidder shall submit one original hard copy and one electronic version (in PDF format) of its detailed Proposal.</p> <p>Decisions will be taken on the basis of the original hard copy written Proposal. In the event of any discrepancy between the original and copy thereof, information contained in the original hard copy shall be accepted as correct and shall prevail over any statements contained in the copies.</p>

Contact Officer	Michelle Sylvester-Jose Policy Advisor U.S. Department of Commerce 1401 Constitution Ave NW, Room 20001 Washington, DC 20230 Email: michelle.sylvester-jose@trade.gov
Expected execution date of Contract	1 June 2018
Date Services are to be completed on or before	The Services are required to be completed on or before 31 December 2018.

The Services

The APEC Secretariat is seeking proposals for APEC Cross Border Privacy Rules System Implementation and Administration Assistance (M CTI 01 2011T).

1. Background

APEC developed the APEC Cross-Border Privacy Rules (CBPR) and the APEC Privacy Recognition for Processors (PRP) to enhance consumer, business, and regulator trust and accountability with respect to the cross border flow of personal information. APEC economies are now in the process of implementing the CBPR and PRP systems across the APEC region and are working to promote the systems' business and consumer benefits.

2. Objectives of the Project

This project is intended to improve the cbprs.org website in order to entice economies and businesses to participate in the CBPR and PRP systems, provide information and support for those already participating in the systems, and provide transparency to entities, including consumers, about how the systems operate. The audience for the enhanced website includes those currently participating in, considering participating in, or seeking to learn about, the CBPR system, including governments, enforcement authorities, consumers, companies, and Accountability Agents. The enhancements will be designed to make the website more informative, attractive, and easy to use for its audience.

3. Scope of Services

3.1 Description of Services

The contractor shall work in consultation with the Project Overseer to improve the cbprs.org website, including the following specific enhancements:

- 1) Update the website's overall appearance;
- 2) Post all endorsed CBPR and PRP system documents and related documents, including economy and accountability agent applications. Enhance system for website administrator to upload public-facing documents and updates on an ongoing basis;
- 3) Provide clear, easy-to-navigate information, including written descriptions, forms, templates, graphics and figures, to consumers and businesses about the CBPR System, including how it works, how it can be used and how it addresses complaints, including those involving false claims about CBPR or PRP certification in each participating economy and in APEC as a whole;
- 4) Create a searchable, consumer-friendly directory of certified companies that Accountability Agents can update directly with relevant information, such as logos and links to company privacy policies;
- 5) Create a complaint assistant on the website where consumers can enter complaints, which would be directed to the appropriate party;
- 6) Post a list of the Cross Border Privacy Enforcement Authorities with appropriate contact information;

- 7) Incorporate a news feed for posting developments in the CBPR and PRP Systems and an events calendar for posting upcoming CBPR and PRP-related events.

The contractor is expected to implement appropriate security measures, including secure protocols.

Before commencing work on the site, the contractor is expected to provide the Project Overseer and the APEC Secretariat with (1) a work plan specifying the work to be completed on the site and the estimated cost and timeframe for completing each item and (2) mock-ups demonstrating the look and content of the site's redesign. The contractor is also expected to report to the Project Overseer and APEC Secretariat each week describing (1) work completed, (2) any necessary modifications to the work plan, and (3) work expected to be completed over the subsequent week. At the conclusion of the project, the contractor is expected to demonstrate how to update and maintain the site to the website administrator and submit a report outlining (1) all work completed, (2) modifications to the initial work plan, (3) lessons learned, (4) and a cost estimate for ongoing maintenance and operations.

After the launch of the website, the contractor is expected to provide technical support and advice to the website administrator through 31 December 2018. This includes:

- 1) Consulting with and advising the website administrator on the use and upkeep of the website;
- 2) Editing, revising, updating or creating new textual content or minor graphical content;
- 3) Regular monitoring and updating to ensure performance across all major browsers, including mobile browsers;
- 4) Monitoring website functionality and fixing issues where necessary.

The contractor is expected to conduct a demonstration of the new site, either in-person or remotely, at APEC Senior Officials Meeting 3, to be held in Port Moresby, Papua New Guinea in August 2018.

3.2 Expected Outcomes and Timelines

Prepare work plan and mock-ups Format: Document Delivery Date: 2 July 2018
Finalize enhanced website and conduct demonstration to website administrator Format: Website Delivery Date: 2 August 2018
Remotely Demonstrate website at APEC Electronic Commerce Steering Group Meetings in Port Moresby, Papua New Guinea Format: Workshop/Presentation Delivery Date: 20 August 2018
Provide ongoing technical support and advice to website administrator Format: Telephone and online support Delivery Date: 31 December 2018
Prepare a written report outlining work completed Format: Document Delivery Date: 31 December 2018

3.3 Expected Milestone Payments Schedule

#	Services	Format	Quantity	Means of Verification	Due Date	Payment Due (in USD, inclusive of taxes)
1	Delivery of work plan and mock-ups	Electronic copy in MS Word and/or Adobe PDF	One electronic copy	(i) Written acceptance and certification from the Project Overseer for submission of work plan and mock-ups. (ii) Endorsement of report by the fora.	2 July 2018	US\$ 20,000
2	Finalize enhanced website Remote Demonstration to the ECSG	Launch website and conduct upkeep demonstration PowerPoint Presentation	One One electronic copy of presentation	Written certification from the Project Overseer that work has been satisfactorily completed. Written acceptance and certification from the Project Overseer.	20 August 2018	US\$ 20,000
3	Ongoing technical support and advice Delivery of Final Report	Online and telephone support as outlined in Scope of Services Electronic copy in MS Word	As much as needed One electronic copy	Written certification from Project Overseer. (i) Written acceptance and certification from the Project Overseer. (ii) Endorsement of report by the ECSG.	31 December 2018	US\$ 20,000
Total Value (including Tax)						US\$ 60,000

3.4 Qualifications of Bidder

The Bidder will need to supply evidence of ability and experience to undertake the specified objectives/duties in this Request for Proposal, and explain their approach to the Services including:

- Demonstrated experience and expertise in undertaking similar consultancy services in APEC Member Economies;
- Evidence of the capacity to deliver high quality products on time and within budget;
- Proven analytical, research and plain English report writing skills.

3.5 Reports and Publications

Reports for publication must be prepared in accordance with the Guidebook on APEC Projects, APEC Publication Guidelines and APEC Logo Guidelines. The reports must be certified by the Project Overseer and endorsed by the relevant APEC Working Group or Steering Committee, prior to submission to APEC Secretariat for approval to be published. Reports submitted to the APEC Secretariat must not require any further copy-editing and will be presented in a level of English fit for publication.

3.6 Reporting and Coordination Arrangements

The selected Contractor will be required to liaise closely and work in collaboration with a Project Overseer in performing the Services in the Contract. The selected Contractor will keep the Project Overseer informed of progress of the work, timelines and budget. The Project Overseer will be assigned by the APEC Member Economy that has requested this project.

4. Payment

4.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the selected Contractor up to **US\$ 70,000.00 (United States Dollars Seventy Thousand only)** according to the Milestone Payments Schedule identified above at Clause 3.3. Any payment is inclusive of any Goods and Services Tax (GST) and bank charges levied by the selected Contractor's agent and/or beneficiary banks for remittances made to the selected Contractor's bank account. The Bidder is required to prepare a detailed itemised budget in submitting their proposal, including consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project.

4.2 This maximum amount payable to the selected Contractor is comprised of two parts:

*4.2.1 Contractor Fee of **US\$ 60,000.00 (United States Dollars Sixty Thousand only)** as represented in Milestone Payments Schedule identified above at Clause 3.3;*

4.2.2 Reimbursable Costs (Travel Expenses)

*The maximum amount payable to the selected Contractor for travel related expenses (airfare and per diem) shall not exceed the sum of **US\$ 10,000.00 (United States Dollars Ten Thousand only)**. This is comprised of the following:*

4.2.2.1 Airfare (US\$ 8,000.00) and Per Diem (US\$ 2,000.00) for Contractor.

4.3 The APEC Secretariat shall make payment on Contractor Fee according to the Milestone Payment Schedule identified above at Clause 3.3 and/or as soon as practicable after approving the Milestone and receiving the appropriate invoices and accompanying supporting documentation from the selected Contractor. The selected Contractor must complete the Services by **31 December 2018**.

4.4 Without prejudice to Clause 31, the point of contact for the APEC Secretariat for this Contract shall be the Program Director for Electronic Commerce Steering Group (ECSG).

RFP Schedule 2 – Proposal Template

Instructions to assist Bidders to complete their proposal have been included as white text on a black background.

Instruction to Bidders:

Ensure your response covers off on the evaluation criteria identified in Schedule 5 - Evaluation Criteria.

Bidder's Details

Full legal name and postal address:

Business registration number (if applicable):

Contact Officer

For all matters relating to this RFP, the Bidder's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

Contract Manager

Instruction to Bidders:

Bidders should provide the requested details of the person who is the Bidder's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

Email:

Bidder's Proposal

Instruction to Bidders:

Bidders should describe how they will meet the requirements set out in Schedule 1. Include Method and Workplan.

Proven Capacity

Statement of Skills and Experience

Instruction to Bidders:

Bidders should provide evidence of their skills and experience in providing the Services. Give evidence of why you/your company/your team members are most capable to deliver the Services. Ensure this responds to the requirements of this project, identified in Schedule 1 "the Services".

Specified Personnel

Instruction to Bidders:

List who will do what. Attach CVs where appropriate. Note that any fees shown in this table form part of the pricing itemised budget below – they are not additional. If no Specified Personnel insert "Not applicable".

Name	Position/Role	Rate (\$USD, inclusive of taxes)	Anticipated Time	Total for Person
Total (inclusive of tax)				\$USD

Subcontractors

Instruction to Bidders:

Bidders must provide (in the form of the table below) details of any subcontractors that the Bidder proposes to engage to deliver the Services and an explanation for using subcontractors. If no subcontractors will be used insert "Not applicable".

Proposed subcontractor (full legal name)	Scope of services to be subcontracted and technical significance	Fees and associated expenses (inclusive of tax)

Pricing

1. Itemised budget (all pricing must be inclusive of taxes)

Instruction to Bidders: Prepare a detailed itemised budget in your proposal, including specification of:

- Consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project;

If there are reimbursable items in your proposal (if stated in the RFP Schedule 1), refer to the Guidebook on APEC Projects that sets out guidelines for reimbursable items.

Conflict of Interest

Instruction to Bidders:

This is a mandatory field, a response is required. If there is no conflict of interest then state that. If a real or perceived conflict of interest exists with the submission of a proposal, or would exist if the Bidder entered into a contract with the APEC Secretariat for the Services in this proposal, full details should be included here. Detail a plan to manage the conflict of interest.

Standards and Best Practice

Instruction to Bidders:

If there was a requirement in Schedule 1, you must respond here.

Bidders must complete and sign a Declaration in the form presented below.

Declaration by Bidder

The Bidder proposes to provide the Services described in *Schedule 1* to the RFP (*Statement of Requirement*) on the following terms:

- the RFP Schedule 1 - Statement of Requirement;
- the proposal is submitted according to Schedule 2 – Proposal Template;
- the RFP Schedule 3 – Special Conditions of Proposal;
- the RFP Schedule 4 - Standard Conditions of Request for Proposal; and
- the APEC Standard Contract Conditions described at RFP Schedule 6.

These documents collectively comprise the Bidder’s “**Proposal**”.

The Proposal

The Bidder agrees to enter into a contract to provide the Services in accordance with its Proposal in the form of the *Standard Contract* at Schedule 6 of this RFP which incorporates by reference APEC Terms and Conditions of Contract, and in accordance with APEC Guidelines referenced in RFP Schedule 3.

The Bidder agrees that the APEC Secretariat may accept or decline the Bidder’s Proposal at its discretion. No commitment or contract exists until a contract in the form of the *Standard Contract* is executed by both parties.

The Bidder agrees that participation in any stage of the RFP process is at the Bidder’s sole risk and cost.

Conflict of Interest

At the time of submitting a proposal, the Bidder agrees there is no conflict of interest (real or perceived) unless specifically and clearly identified in their proposal (see Schedule 2, under heading Additional Information) with a recommended plan to manage the conflict of interest.

The Bidder agrees to notify the APEC Secretariat immediately if an actual or potential conflict of interest arises.

..... Signatory’s printed name: Signatory’s signature:
..... Signatory’s Position Date
..... Signatory’s Phone Number Signatory’s Email Address

RFP Schedule 3 – Special Conditions of Proposal

1. APEC POLICIES

Bidders should familiarise themselves with APEC Policies, Guidebooks and Guidelines as they are all applicable to the management and delivery of APEC projects:

- (a) Guidebook on APEC Projects;
- (b) APEC Logo Guidelines; and
- (c) APEC Publications Guidelines.

These Policies describe APEC's approach to contracting activities, expectations of team members and contractors, and state specific requirements for use of APEC logo, branding and APEC nomenclature and other publishing requirements. Bidders are encouraged to access and inform themselves of this set of guidelines which are available on APEC's internet site at <http://www.apec.org/en/About-Us/About-APEC/Policies-and-Procedures.aspx>

RFP Schedule 4 – Standard Conditions of Request for Proposal

1. GENERAL

Bidders should submit proposals in the format provided at RFP Schedule 2 – Proposal Template, in response to the requirements stated in RFP Schedule 1. Proposals must be provided in English and with prices quoted in United States of America Dollars.

2. APEC SECRETARIAT'S RIGHT TO DECLINE

The APEC Secretariat, at its discretion, may discontinue the RFP; decline to accept any proposal; decline to issue any contract; or satisfy its requirement separately from the RFP process.

3. CHANGES TO REQUEST FOR PROPOSALS

The APEC Secretariat may, at its discretion, vary the Request for Proposals before the Closing Time. Changes will be posted on the APEC website as a Revision, beside the original RFP. The Bidder is encouraged to regularly monitor the APEC website to ensure they access any Revisions that may be released.

4. CONTRACT

If the Proposal of the Bidder is accepted by the APEC Secretariat, the Bidder shall execute a contract in a standard form ("the Contract") within the time period specified by the APEC Secretariat. See Standard Contract Conditions at RFP Schedule 6, which will form part of the Contract.

5. LODGEMENT

- 5.1 All documentation submitted as part of the Proposal must be in English.
- 5.2 Bidders are required to include all information specified in this RFP in their Proposal. Bidders accept that their failure to provide all information required, in the format specified may result in their Proposal being considered as a non-conforming Proposal and liable to rejection.

6. EVALUATION OF PROPOSALS

- 6.1 The evaluation panel will evaluate proposals to determine best value for money outcome. The panel will consist of members appointed at the APEC Secretariat's discretion.
- 6.2 The criteria for evaluation will be assessed according to the criteria outlined at Schedule 5 - Evaluation Criteria.

7. FINANCIAL INFORMATION

- 7.1 If requested by APEC Secretariat, the Bidder must be able to demonstrate its financial stability and its ability to remain viable as a provider of the Services over the term of any agreement.

8. REFERENCES

As part of the evaluation of proposal process, the APEC Secretariat, at its discretion, may request from the Bidder information on past projects/experience claimed in the Bidder's proposal, including contact details for referees.

9. NO CONTRACT OR UNDERTAKING

Nothing in this RFP will be construed to create any binding contract (express or implied) between APEC Secretariat and any Bidder until a written Contract, if any, is entered into by the parties.

10. BIDDERS ACKNOWLEDGEMENT

- 10.1.1 The Bidder acknowledges by lodging a Proposal that it accepts the terms of this RFP Standard Conditions of Request for Proposal, the Special Conditions of Proposal and the APEC Standard Contract Conditions.
- 10.1.2 A Proposal is submitted on the basis that the Bidder:
- (a) has examined this RFP and any other documents referenced or referred to herein, and any other information made available in writing by APEC Secretariat to Bidders for the purposes of submitting a Proposal; and
 - (b) has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having effect on its Proposal.

11. CONFLICT OF INTEREST

- 11.1 Conflict of interest can be defined as any situation in which an individual or organisation is in a position to exploit his/her professional or official capacity in some way for personal or corporate benefit.
- 11.2 Bidders must identify in their Declaration by Bidder:
- (c) any actual or potential conflict of interest; and
 - (d) the procedures they intend to implement for dealing with, any actual or potential conflicts of interest,

Which may arise in connection with the submission of their Proposal or the conduct of the Services in a Contract, as described in this RFP. Bidders should include details of any known circumstances that may give rise to either an actual or potential conflict of interest in relation to the project.

- 11.3 Bidders must notify the APEC Secretariat immediately if any actual, potential or perceived conflict of interest arises after submission of a proposal (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised).
- 11.4 If any actual or potential conflicts of interest arise for a Bidder, the APEC Secretariat may:
- (e) enter into discussions to seek to resolve such conflict of interest;
 - (f) disregard the Proposal submitted by such a Bidder; or
 - (g) take any other action that APEC considers appropriate.

12. INSURANCE

The Bidder must ensure that it and its subcontractors maintain insurance policies relevant to the delivery of Services identified in this RFP, in the event that the Bidder is awarded the contract.

13. CLARIFICATION

APEC reserves the right to seek clarification or additional information from any Bidder related to their proposal.

EVALUATION CRITERIA

1. The Evaluation Criteria detailed in this clause apply to this Proposal, and the Bidder's response to them:

(a) **THE ORGANISATION:**

Demonstrated ability to provide adequate management and support to deliver the Services. Bidder's demonstrated experience in previous similar projects and quality of work. Could include experience of personnel nominated to provide the services.

(b) **APPROACH TO THE SERVICES:**

Demonstrated appreciation of the key issues and risks to achieve the objectives as outlined in the RFP.

Examples of websites created by the bidder.

Appropriate methodology and work plan to fulfil the objectives of the Services in the specified timeframes.

A proposed timeline for the development of and migration to the new website.

(c) **EXPERIENCE WITH APEC ECONOMIES**

Demonstrated experience working in website development with APEC Economies.

(d) **PROPOSAL COST:**

Appropriate qualifications, experience and skills of personnel and team balance to implement the Services.

Costs for software or hardware associated with the development of the new website, if any.

THE APEC SECRETARIAT AND THE CONTRACTOR AGREE TO THE FOLLOWING:

SPECIAL CONDITIONS

1. Scope of Services

1.1 Description of Services

The contractor shall work in consultation with the Project Overseer to improve the cbprs.org website, including the following specific enhancements:

- 1) Update the website's overall appearance;
- 2) Post all endorsed CBPR and PRP system documents and related documents, including economy and accountability agent applications. Enhance system for website administrator to upload public-facing documents and updates on an ongoing basis;
- 3) Provide clear, easy-to-navigate information, including written descriptions, forms, templates, graphics and figures, to consumers and businesses about the CBPR System, including how it works, how it can be used and how it addresses complaints, including those involving false claims about CBPR or PRP certification in each participating economy and in APEC as a whole;
- 4) Create a searchable, consumer-friendly directory of certified companies that Accountability Agents can update directly with relevant information, such as logos and links to company privacy policies;
- 5) Create a complaint assistant on the website where consumers can enter complaints, which would be directed to the appropriate party;
- 6) Post a list of the Cross Border Privacy Enforcement Authorities with appropriate contact information;
- 7) Incorporate a news feed for posting developments in the CBPR and PRP Systems and an events calendar for posting upcoming CBPR and PRP-related events.

The contractor is expected to implement appropriate security measures, including secure protocols.

Before commencing work on the site, the contractor is expected to provide the Project Overseer and the APEC Secretariat with (1) a work plan specifying the work to be completed on the site and the estimated cost and timeframe for completing each item and (2) mock-ups demonstrating the look and content of the site's redesign. The contractor is also expected to report to the Project Overseer and APEC Secretariat each week describing (1) work completed, (2) any necessary modifications to the work plan, and (3) work expected to be completed over the subsequent week. At the conclusion of the project, the contractor is expected to demonstrate how to update and maintain the site to the website administrator and submit a report outlining (1) all work completed, (2) modifications to the initial work plan, (3) lessons learned, (4) and a cost estimate for ongoing maintenance and operations.

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- 1) Consulting with and advising the website administrator on the use and upkeep of the website;
- 2) Editing, revising, updating or creating new textual content or minor graphical content;
- 3) Regular monitoring and updating to ensure performance across all major browsers, including mobile browsers;
- 4) Monitoring website functionality and fixing issues where necessary.

The contractor is expected to conduct a demonstration of the new site, either in-person or remotely, at APEC Senior Officials Meeting 3, to be held in Port Moresby, Papua New Guinea in August 2018.

1.2 Expected Outputs and Timelines

Milestone Payments Schedule

#	Services	Format	Quantity	Means of Verification	Due Date	Payment Due (in USD, inclusive of taxes)
1	Delivery of work plan and mock-ups	Electronic copy in MS Word and/or Adobe PDF	One electronic copy	(i) Written acceptance and certification from the Project Overseer for submission of work plan and mock-ups. (ii) Endorsement of report by the fora.	2 July 2018	US\$ 20,000
2	Finalize enhanced website Remote Demonstration to the ECSG	Launch website and conduct upkeep demonstration PowerPoint Presentation	One One electronic copy of presentation	Written certification from the Project Overseer that work has been satisfactorily completed. Written acceptance and certification from the Project Overseer.	20 August 2018	US\$ 20,000
3	Ongoing technical support and advice Delivery of Final Report	Online and telephone support as outlined in Scope of Services Electronic copy in MS Word	As much as needed One electronic copy	Written certification from Project Overseer. (i) Written acceptance and certification from the Project Overseer. (ii) Endorsement of report by the ECSG.	31 December 2018	US\$ 20,000
Total Value (including Tax)						US\$ 60,000

1.3 Reports and Publications

Reports for publication must be prepared in accordance with the Guidebook on APEC Projects, APEC Publication Guidelines and APEC Logo Guidelines. The reports must be certified by the Project Overseer and endorsed by the relevant APEC Working Group or Steering Committee, prior to submission to APEC Secretariat for approval to be published. Reports submitted to the APEC Secretariat must not require any further copy-editing and will be presented in a level of English fit for publication.

2. Payment

2.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the selected Contractor up to **US\$ 70,000.00 (United States Dollars Seventy Thousand only)** according to the Milestone Payments Schedule identified above at Clause 1.2. Any payment is inclusive of any Goods and Services Tax (GST) and bank charges levied by the selected Contractor's agent and/or beneficiary banks for remittances made to the selected Contractor's bank account. The Bidder is required to prepare a detailed itemised budget in submitting their proposal, including consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project.

2.2 This maximum amount payable to the selected Contractor is comprised of two parts:

*2.2.1 Contractor Fee of **US\$ 60,000.00 (United States Dollars Sixty Thousand only)** as represented in Milestone Payments Schedule identified above at Clause 1.2;*

2.2.2 Reimbursable Costs (Travel Expenses)

*The maximum amount payable to the selected Contractor for travel related expenses (airfare and per diem) shall not exceed the sum of **US\$ 10,000.00 (United States Dollars Ten Thousand only)**. This is comprised of the following:*

2.2.2.1 Airfare (US\$ 8,000.00) and Per Diem (US\$ 2,000.00) for Contractor.

2.3 The APEC Secretariat shall make payment on Contractor Fee according to the Milestone Payment Schedule identified above at Clause 1.2 and/or as soon as practicable after approving the Milestone and receiving the appropriate invoices and accompanying supporting documentation from the selected Contractor. The selected Contractor must complete the Services by **31 December 2018**.

2.4 Without prejudice to Clause 31, the point of contact for the APEC Secretariat for this Contract shall be the Program Director for Electronic Commerce Steering Group (ECSG).

Standard Conditions

3 PARTIES

3.1 The Parties to this contract are the APEC Secretariat and the Contractor.

4 INVOICES

4.1 The Contractor shall submit certified invoices to the APEC Secretariat to claim payment for Milestones and approved Reimbursement cost items. Original or electronic copies of the invoices may be submitted. The invoices must be accompanied by all supporting documentation as set forth in the Guidebook on APEC Projects (the Guidebook) as varied from time to time.

4.2 Invoices shall include the following information:

- 4.2.1 full name and number of project;
- 4.2.2 name of Contractor;
- 4.2.3 invoice date and invoice number;
- 4.2.4 description of services provided and associated dates;
- 4.2.5 charges and payments for previous invoices;
- 4.2.6 charges for billing period;
- 4.2.7 detailed banking instruction which includes the bank name, branch name, bank SWIFT code, account holder's name and number;
- 4.2.8 billing by company/organisation rather than individual requires the official letter head of the company/organization;
- 4.2.9 a signed statement by the Contractor that the services have been performed in accordance with the terms and conditions of this Contract, and the costs being billed are true and correct and have not been previously paid; and
- 4.2.10 the invoice should be accompanied by an endorsement by the Project Overseer that the services have been satisfactorily completed.

4.3 Requirements for seeking reimbursement of approved reimbursable items include:

- 4.3.1 Providing the APEC Secretariat with airfare invoice and e-ticket receipt.
- 4.3.2 Per Diems do not need to be acquitted however the Contractor shall only claim per diem in accordance with the rules set out in the Guidebook, and the claim **must** be accompanied by written confirmation from the Project Overseer. To claim reimbursement for workshop expert's or participant's travel and per diem, confirmation that each claimant attended the event each day and is therefore eligible for daily per diem is required. An attendance sheet signed by each claimant is recommended.

5 APEC SPECIFIC POLICIES AND PROCEDURES

5.1 The Contractor shall complete the Services in accordance with the requirements of the APEC Publication Guidelines, APEC Logo Guidelines and the Guidebook on APEC Projects, as found in the Policies and Procedures section on the APEC website.

6 EXAMINATION OF RECORDS

6.1 Upon request, the Contractor shall provide the APEC Secretariat or its designated entities/persons with access to any materials relevant to the Contract, including the following:

- 6.1.1 electronic documents;
- 6.1.2 financial books;
- 6.1.3 documents;
- 6.1.4 papers; and
- 6.1.5 other records which document transactions related to the Contract.

6.2 The Contractor's obligation to provide access commences from the date on which the Contract is made and continues for a period of three (3) years following the completion of the Services.

7 ASSIGNMENT

- 7.1 The Contract is intended to cover a relationship between the Parties only. The Contractor shall not assign, delegate, sub-contract, mortgage, charge or otherwise transfer the Contract or any interest or benefit arising out of, or in connection with, the Contract to a third party without the prior written approval of the APEC Secretariat.

8 CHANGES TO CONTRACT

- 8.1 The APEC Secretariat and the Contractor may change the terms of the Contract by written agreement only.

9 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

- 9.1 If the Contractor, its employees, agents or contractors directly or indirectly causes any loss or damage to person or property during the performance of the Contract, the Contractor will bear all liability on behalf of the APEC Secretariat. If someone makes a claim against the APEC Secretariat (whether during or after the completion and/or termination of the Contract) for any loss or damage to person or property directly or indirectly caused by the Contractor, its employees, agents or contractors during the performance of the Contract, the Contractor must indemnify and hold the APEC Secretariat harmless from and against any and all loss, damage or liability, whether criminal or civil, suffered by the APEC Secretariat in connection therewith and reimburse the APEC Secretariat for any costs it has incurred in connection therewith (including actual legal costs on a full indemnity basis) whether during or after the completion and/or termination of the Contract.
- 9.2 For the purpose of Clause 9.1, "claim" shall mean all demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith.

10 DEFAULT

- 10.1 A Default is anything the APEC Secretariat considers to be a significant breach of the Contract including:
- 10.1.1 failure to perform an obligation under the Contract within the agreed time; or
 - 10.1.2 failure to deliver outputs of satisfactory capability, quality or reliability.
- 10.2 In the event of a Default by the Contractor, the APEC Secretariat shall write to the Contractor setting out the Default and the time by when the Contractor must fix it. If the Contractor fails to fix the Default within the time specified, the APEC Secretariat may immediately terminate the Contract by issuing a written Notice of Termination to the Contractor.
- 10.3 Termination under this clause does not affect the rights and/or remedies either party may have accumulated up to the date of termination including the rights and/or remedies the APEC Secretariat may have in relation to the Default.

11 RIGHTS IN DATA

- 11.1 If intellectual property or confidential information is required to enable the Contractor to provide the Services, the Contractor shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to anyone else (i.e. third parties).
- 11.2 The APEC Secretariat shall own all intellectual property and confidential information that it creates in relation to the Services. The APEC Secretariat shall own all intellectual property and confidential information that the Contractor creates as a result of performing the Services. In particular, the APEC Secretariat shall own the following:
- 11.2.1 all data resulting from performance of the Contract, regardless of its form, format, or media;
 - 11.2.2 all data (other than that owned by third parties) used in performing the Contract regardless of its form, format, or media;

- 11.2.3 all data delivered under the Contract making up manuals or instructional and training materials;
 - 11.2.4 all processes provided for use under the Contract; and
 - 11.2.5 all any other data delivered under the Contract.
- 11.3 If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in Clause 11.2 above) for purposes that are not in relation to the performance of the Services, it must obtain prior written consent from the APEC Secretariat.
- 11.4 The Contractor consents to the APEC Secretariat's use of the Contractor's own intellectual property and/or confidential information if the APEC Secretariat requires the Contractor's own intellectual property and/or confidential information to use the Services.
- 11.5 The Contractor shall protect all intellectual property and/or confidential information belonging to the APEC Secretariat vigorously to the extent permissible by law. If the Contractor has a reasonable suspicion that there has been any event that infringes the rights of the APEC Secretariat in relation to its intellectual property and/or confidential information, it will inform the APEC Secretariat immediately in writing.

12 CONFLICT OF INTEREST

- 12.1 The Contractor warrants, agrees and undertakes that neither it nor its employees, servants and/or agents has any arrangement, interest, activity, or relationship that could impair the Contractor's ability to act impartially and effectively in the delivery of the Services as required by this Contract.
- 12.2 The Contractor shall exercise its responsibility in the best interests of the APEC Secretariat and shall not engage in any activities that would conflict with this Contract.
- 12.3 If the Contractor becomes aware of any actual or potential conflict of interest as defined in Clause 12.1 and 12.2 above, the Contractor shall immediately notify the APEC Secretariat in writing of (i) any such actual or potential conflict of interest and (ii) the procedures it intends to implement to resolve any such actual or potential conflict of interest.
- 12.4 The APEC Secretariat may suspend the Services, terminate the Contract or take any other actions that the APEC Secretariat considers as appropriate in its sole discretion, if any actual or potential conflict of interest as defined in 12.1 and 12.2 above arises. If the APEC Secretariat directs the Contractor to take action(s) to resolve that conflict, the Contractor shall comply with any such direction(s).

13 CONFIDENTIALITY

- 13.1 The Contractor shall not, either during the term of the Contract or after the termination of the Contract, disclose to a third party any information that it may acquire in consequence of this Contract relating to the Services, this Contract or the APEC Secretariat's operations without the prior written consent of the APEC Secretariat.
- 13.2 The Contractor's obligations in Clause 13.1 shall not apply to any information which:
- 13.2.1 is publicly available or becomes publicly available other than by reason of the Contractor's default;
 - 13.2.2 the Contractor is required to disclose by order of a court of competent jurisdiction.

- 13.3 The Contractor shall ensure that its employees, servants and/or agents comply with the provisions of this Clause 13.

14 INSURANCE

- 14.1 The Contractor shall maintain and pay all premiums in respect of an insurance policy or policies relevant to the delivery of the Services with policy limits and provisions conforming to such requirements as the APEC Secretariat may from time to time prescribe and shall ensure that the APEC Secretariat shall be entitled to the benefit of such insurance.

15 SUSPENSION OF SERVICES

- 15.1 The APEC Secretariat may, at any time, give a written order to the Contractor, suspending all, or part, of the Services. The APEC Secretariat has full and sole discretion to decide the length of the suspension. Upon receiving the order, the Contractor must immediately comply with its terms and take all steps necessary to minimize any and all costs resulting from the suspension. The APEC Secretariat and the Contractor shall negotiate any adjustment to the price and/or schedule for completing the Services, which may result from the suspension.

16 TERMINATION BY THE APEC SECRETARIAT

- 16.1 The APEC Secretariat may terminate this Contract, in whole or in part, by issuing a written Notice of Termination. The APEC Secretariat may terminate this Contract without giving any reasons. If this Contract is terminated, the APEC Secretariat and the Contractor shall negotiate the rights, duties, and obligations of the Parties, including but not limited to compensation to the Contractor and/or the APEC Secretariat. Any compensation to the Contractor must not exceed the total value of the Contract, which is set out in Clause 2.1, "Payment" in Special Conditions.
- 16.2 Upon receiving a Notice of Termination, the Contractor shall immediately stop work as specified in the notice, except if directed otherwise by the APEC Secretariat.
- 16.3 Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to the APEC Secretariat. The settlement proposal must include a certification from the Project Overseer of the actual costs the Contractor has incurred.
- 16.4 If the Contractor fails to submit the termination settlement proposal within seven (7) days from the date of the Notice of Termination, the APEC Secretariat may in its sole discretion determine the amount, if any, due to the Contractor following the termination.
- 16.5 Upon termination of the Contract, subject as provided in this clause and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.
- 16.6 Termination under this clause does not affect the rights and/or remedies which either Party may have accrued or accumulated up to the date of termination of the Contract.

17 LANGUAGE AND NOMENCLATURE

- 17.1 All of the Services, including any drawings, documents, information, correspondence, test reports and similar items must:
- 17.1.1 be in the English language; and
 - 17.1.2 comply with the nomenclature requirements set out in the APEC Publication Guidelines as found in the Policies and Procedures section on the APEC website.

18 INTERPRETATION

- 18.1 Should a dispute about the meaning of any term in the Contract arise, the APEC Secretariat may make a written determination as to the term's meaning. A written determination made under this clause shall be final and conclusive between the Parties.

19 LAW & JURISDICTION

- 19.1 The laws of the Republic of Singapore govern this Contract. The Parties to the Contract agree to submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

20 COMMUNICATIONS

- 20.1 All communications relating to this Contract shall be in writing and may be delivered:
- 20.1.1 personally;
 - 20.1.2 by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Contract (as relevant); or
 - 20.1.3 by email.

21 ENTIRE AGREEMENT

- 21.1 This Contract is the entire agreement between the APEC Secretariat and the Contractor in relation to the matters set out in this Contract. No other terms and conditions may be included or implied. Any warranty, representation, guarantee or other term or condition not contained in this Contract has no effect.

22 ILLEGALITY AND SEVERABILITY

- 22.1 If any provisions of this Contract are held unenforceable or invalid for any reason, the remaining provisions of this Contract will continue to be in full force and effect.

23 WAIVER

- 23.1 A Party's failure, delay or relaxation in exercising any power or right it has under this Contract does not mean that the Party has given up (i.e. waived) that power or right.

- 23.2 A Party exercising a power or right does not stop it from:

- 23.2.1 further exercising that power or right; or
- 23.2.2 exercising any other power or right under this Contract.

24 REASONABLENESS

- 24.1 The Contractor confirms it has had the opportunity to receive independent legal advice relating to all the matters relating to this Contract.
- 24.2 The Contractor agrees that, having considered the terms of this Contract as a whole, the terms of this Contract are fair and reasonable.

25 PARTNERSHIP

- 25.1 This Contract does not create a partnership between the APEC Secretariat and the Contractor.

26 FORCE MAJEURE

- 26.1 A Force Majeure Event is any event which is beyond the reasonable control of the Contractor or the APEC Secretariat and which makes it impossible to perform an obligation under this Contract, including the following:

- 26.1.1 acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- 26.1.2 acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
- 26.1.3 acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or
- 26.1.4 contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

- 26.2 A Party that does not perform an obligation under this Contract shall not be in breach to the extent that a Force Majeure Event caused the non-performance.

- 26.3 Where the Contractor thinks there is likely to be a delay in performing an obligation under this Contract because of a Force Majeure Event the Contractor shall:

- 26.3.1 immediately notify the APEC Secretariat in writing of:
 - 26.3.1.1 the likely delay and how long the Contractor thinks it will last; and
 - 26.3.1.2 details of the likely effect on the Services and the Contractor's ability to perform the Contract;
- 26.3.2 take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
- 26.3.3 use its best efforts to continue to perform its obligations under the Contract.

26.4 The APEC Secretariat and the Contractor shall, as soon as practicable after receiving the notification, discuss whether the Contract can continue. If, following that discussion, the APEC Secretariat and the Contractor agree that the Contract can continue they may:

26.4.1 continue the Contract unchanged; or

26.4.2 change the Contract using the process in Clause 8.

26.5 Nothing in this clause limits the APEC Secretariat's ability to suspend or terminate the Contract under Clause 15 or Clause 16.

27 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT - SINGAPORE

27.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act Chapter 53B and/or any re-enactment thereof to enforce any terms of this Contract, the application of which legislation is hereby expressly excluded.

28 COSTS AND EXPENSES FOR PREPARATION AND EXECUTION OF CONTRACT

28.1 Except as otherwise provided for in the Contract, the Parties shall bear their own costs of and incidental to the preparation and execution (i.e. signing) of the Contract.

29 PROVISION OF SERVICES

29.1 The Contractor shall provide the Services to the APEC Secretariat on the delivery dates identified in the Contract. The Contractor shall immediately notify the APEC Secretariat in writing if the Contractor becomes aware that it will be unable to provide all or part of the Services by the relevant delivery date and advise the APEC Secretariat as to when it will be able to do so.

29.2 The Services must be provided to the standard that would be expected of an experienced and professional supplier of similar Services and any other standard specified in the Contract.

29.3 The Contractor and its staff or sub-contractors shall not by virtue of this Contract be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of the APEC Secretariat.

30 REPORTING AND COORDINATION ARRANGEMENTS

30.1 The Contractor shall liaise closely and work in collaboration with a Project Overseer in performing the Services in the Contract. The Contractor shall keep the Project Overseer informed of progress of the Services, timelines and budget. The Project Overseer shall be assigned by the APEC Member Economy which has requested this project.

31 AUTHORIZED REPRESENTATIVE

31.1 The APEC Secretariat may authorize representative(s) and/or a third party to instruct and provide clarification to the Contractor in performing the Services.