



## **Request for Proposal (RFP)**

### **Review of the Design and Effectiveness of Vehicle Fuel Efficiency Labelling and Consumer Information Schemes**

**EWG 05 2014A**

#### **Introduction**

The APEC Secretariat is seeking proposals for the provision of the Works described in *RFP Schedule 1 – Statement of Requirement*.

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*.

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*.

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	Monday, 13 October 2014, 5pm Singapore time (UTC/GMT+8).
Method to Submit Proposal	<p>Proposals must be submitted <b>electronically</b> to: Attention: Mr Park Jonghan (Project Director) <a href="mailto:pjh14@appec.org">pjh14@appec.org</a>; Cc: Ms Norila Mohd Ali (Program Executive) <a href="mailto:nma@appec.org">nma@appec.org</a> And Joern Scherzer (Project Overseer) <a href="mailto:Joern.Scherzer@eecca.govt.nz">Joern.Scherzer@eecca.govt.nz</a> Re: PROPOSAL: EWG 05 2014A by the closing time specified above.</p> <p>Proposals lodged in any manner other than as detailed in this paragraph, or are submitted after the deadline shall be deemed to be invalid and may be excluded from consideration.</p>
Number of Copies to be Submitted	<p>The Bidder shall submit <b>one original</b> hard copy and <b>one electronic</b> version (in PDF format) of its detailed Proposal.</p> <p>Decisions will be taken on the basis of the <b>electronic</b> Proposal. In the event of any discrepancy between the original and copy thereof, information contained in the <b>electronic</b> copy shall be accepted as correct and shall prevail over any statements contained in the copies.</p>

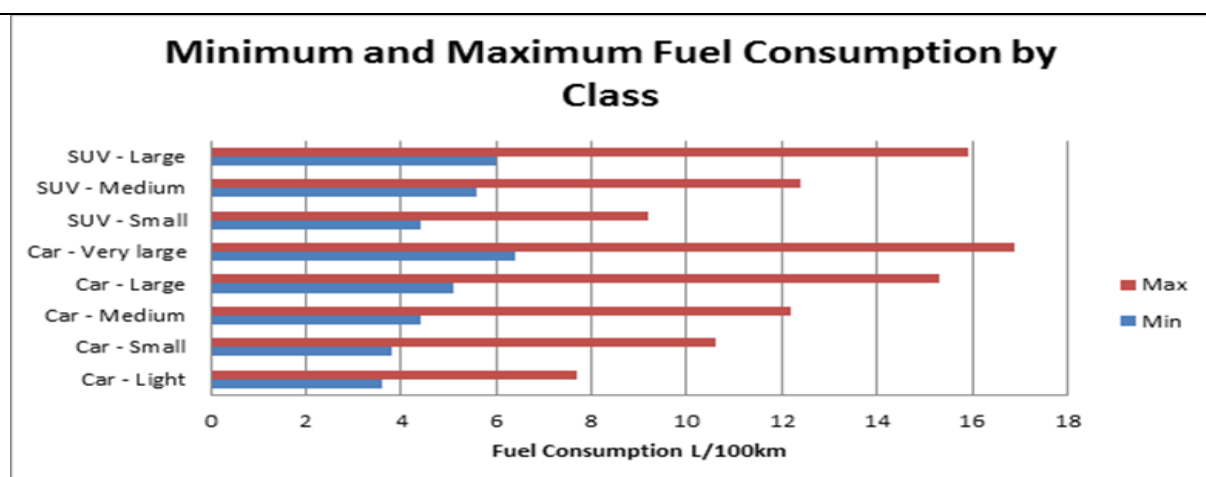
Contact Officer	Joern Scherzer (Project Overseer) <a href="mailto:Joern.Scherzer@eeca.govt.nz">Joern.Scherzer@eeca.govt.nz</a> Energy Efficiency and Conservation Authority Level 8, 44 The Terrace, Wellington 6011, PO Box 388, Wellington 6140 Phone: +64 4 495 8267
Expected execution date of Contract	17 November 2014

## **The Works**

The APEC Secretariat is seeking proposals for the Review of the Design and Effectiveness of Vehicle Fuel Efficiency Labelling and Consumer Information schemes in APEC and non-APEC economies.

### **Background**

Fuel economy for light vehicles varies significantly, representing a significant opportunity for energy efficiency and mitigating carbon emissions. Even within the same vehicle class (small, compacts, sedans, etc.) there is a significant range of fuel economies for different vehicle models (see example in figure below).



Example: Minimum and maximum fuel consumption by class of vehicle in New Zealand (excluding battery electric and plug-in hybrid electric vehicles)

Notably, new technologies like electric vehicles or plug-in hybrid electric vehicles offer a further significant improvement in energy efficiency, with electric vehicles typically four times more efficient than a vehicle with a traditional internal combustion engine. This indicates there is large, untapped energy efficiency potential across APEC economies. However this potential is only possible if buyers can identify and choose a more efficient car.

Light vehicle fuel efficiency (and related) labelling is one means to encourage uptake of more efficient vehicles by consumers, which can help realise this potential. However, for economies seeking to adopt such labelling, information on the features of successful schemes is very limited. For example, a labelling scheme may not be effective unless it is supported by an associated programme to raise consumer awareness and willingness to consider fuel efficiency in their purchase decision. Additional compliance and enforcement is needed to ensure that the labelling is complied with – and it may be financially worthwhile for economies to track their offset emissions from reduced fuel use. Yet there is little information on what works and does not work, and there are many types of labelling schemes that APEC economies could adopt or adapt.

Moreover, new vehicle technologies relying on electricity, biofuels, and energy other than traditional liquid fuels raise issues of comparability and accuracy. These should be addressed to make labelling schemes more complete. For example, if a fuel economy labelling scheme uses volume of fuel used by distance travelled as the key metric, then this raises issues of comparability given that different fuels require different engine technologies (petrol vs diesel) or their efficiency cannot be directly measured on a volumetric basis (e.g. electric motors).

Previous research on consumer information schemes for vehicle efficiency are largely limited to superficial descriptions or stock-takes of energy efficiency policies.

The research we are seeking is to enable APEC economies to have access to a detailed review of light vehicle fuel efficiency labelling schemes and associated information campaigns and marketing to increase consumer awareness and influence car buyers' decisions. The review will be useful APEC economies to either introduce or improve their labelling schemes. This in turn is expected to lead to increased demand for, and accelerated uptake of, more efficient vehicles, and associated emissions reductions and reduced energy costs.

### **Objectives of the project**

The wider *objectives* of the overall project are as follows (the successful consultant will contribute to parts of this as outlined in the *Scope of Works* section and *Duties of Selected Contractor* section.)

- Review existing vehicle fuel efficiency labelling (VFEL) and associated consumer information schemes to identify and compare their key features; assess their impact; and identify barriers to effectiveness.
- Provide best practice recommendations on deploying VFEL/consumer information throughout the region, as a means to increase demand for vehicles that are energy efficient and use energy from renewable and low carbon energy sources.
- Support developing economies seeking to adopt or improve their own VFEL/consumer information scheme.
- Provide a platform for economies to share expertise in, and experience with, vehicle fuel economy labelling and consumer information schemes.
- Promote alignment between VFEL schemes among APEC economies.

The resulting *outcomes* of the project are as follows:

- Increased awareness among APEC economies of best practices for developing and implementing a VFEL scheme/consumer information, as well as key challenges and barriers to effective implementation
- A framework for developing economies to follow when adopting VFEL schemes, drawing on the learnings from existing schemes and experienced practitioners
- APEC economies adopt new and strengthen existing VFEL schemes/consumer information in line with best practices, as a means to promote greater APEC-wide uptake of fuel efficient vehicles, and vehicles that run on renewable and low carbon fuels
- APEC economies achieve greater alignment between their VFEL schemes to facilitate regional trade in fuel efficient vehicles.

## Scope of Works

The wider project will involve the following tasks (specific duties of the successful contractor are asterisked):

1. Design and run a survey to collect information about existing labelling and associated consumer information schemes across APEC and other relevant non-APEC economies. (\*)
2. Summarize existing labelling schemes (create a stock-take of existing labelling and associated consumer information schemes across APEC and other relevant non-APEC economies, and their scheme elements). This should include (but not be limited to) the policies that gives rise to them, a description of their efficacy, costs of implementation, compliance activity, and evaluation framework. (\*)
3. Develop an analytical framework that is able to break down the schemes into key operational components to enable a fair comparison of efficacy. (\*)
4. Identify key elements such as test standards (or metrics) and information requirements used for the label, marketing strategies that support the labelling schemes, and key performance indicators used to evaluate the label's effectiveness. (\*)
5. Carry out an assessment of each of the identified components in light of their function, identifying strengths, weaknesses, and best practice. (\*)
6. Identify components that could be used by APEC economies to successfully implement a consumer information and labelling scheme including how marketing and information could be used to promote the scheme. (\*)
7. Summarise development activities around emerging thinking for consumer information for new vehicle technologies, alternative fuelled and multi-fuel vehicles. (\*)
8. Provide recommendations for implementing new schemes and/or improving existing schemes, including for labelling of new vehicle technologies, alternative fuelled and multi-fuel vehicles. (\*)
9. Establish a baseline of current coverage, alignment and performance of VFEL schemes in the region, as a basis for ongoing assessment of progress in extending coverage, alignment and adoption of best practice across the region. (\*)
10. A draft report, by 2<sup>nd</sup> March 2015 that sets out:
  - a. The coverage of VFEL and associated consumer information schemes in APEC and non-APEC economies, including what stages of deployment different schemes are at, and key political and environment factors underpinning schemes (such as the make-up of the vehicle fleet, key policy drivers for fuel economy, etc.).
  - b. Key features of existing labelling schemes, including: policies; programme design; administration costs; coverage of the vehicle fleet; standards and specifications; key barriers it addresses; labelling design; strategies to market and promote the label to industry and consumers; monitoring, verification and enforcement activities; and key performance indicators used to evaluate the label's impact.
  - c. A comparison of different labelling schemes, highlighting key features that maximize their effectiveness and key barriers to their uptake or improvement.
  - d. Requirements for information to obtain from workshop participants.
11. Provide a list of project participants so that the EGEE&C and TPTWG can maintain contact with them and continue to provide assistance and assess progress with VFEL implementation in the region. (\*)
12. Organise and conduct workshop (Project team with advice from the successful contractor).

13. Present preliminary results at workshop of 1 or 1.5 days duration (duration and date to be confirmed). (\*)
14. Address any identified gaps in the analysis, from the workshop. (\*)
15. Produce a final project report (\*)
16. Produce a best practice guide for practitioners to assist in the improvement of existing, or development of new, VFEL schemes including promoting alignment with other schemes in the region. (\*)
17. A *Recommendations* action plan to increase the adoption of VFEL schemes in line with best practice across APEC economies and maximize synergies between them. (\*) The *Recommendations* action plan could cover the following:
  - a. Identification of potential training needed by member economies in order to adopt best practices.
  - b. Maintaining a network of practitioners.
  - c. Updating EGEE&C's Energy Standards Information System (ESIS) database to include information on standards used for VFEL schemes across APEC.

The tasks should be viewed in the context of the following high-level project delivery phases (some overlapping of phases is expected):

1. Identification and data gathering of the labelling schemes currently operating in APEC. Information should be sought through literature research, surveying experts and designated APEC contacts, and direct contact with government organizations responsible for the implementation. This phase should be completed by 6<sup>th</sup> February 2015.
2. Design of the analytical framework and the application of the framework to the information collected through phase 1. Phase 2 will produce a preliminary project report for discussion and presentation at a workshop in late March 2015. The 1.5 day (maximum duration) workshop is expected to occur alongside the first EGEE&C meeting of 2015 (likely in the week 25<sup>th</sup> – 29<sup>th</sup> March).
3. Following the workshop, the contractor should work on addressing any identified gaps in the analysis. The key output for phase 3 is the completion of the final project report, the best practice guide, and a Recommendations action plan for the EWG and TPTWG to recommend ways to promote ongoing uptake of best practices and to monitor progress against the benchmark established by the project. This must be completed by 13 October 2015.

Expected Outputs of the overall project and Timelines

1. A survey to collect all relevant information, survey run to completed by 6<sup>th</sup> February 2015.
2. A workshop in Singapore alongside the EGEE&C workshop (exact dates to be confirmed, likely to be held in the week 25<sup>th</sup> – 29<sup>th</sup> March), for up to 1.5 days maximum duration. This workshop is to share and discuss preliminary findings, and highlight areas requiring further input from economies, to ensure the report and best practice guide are based on accurate and comprehensive information. The workshop will also provide a networking opportunity for practitioners in vehicle fuel economy labelling throughout the APEC region.
3. A final report and a best practice guide on designing and implementing effective VFEL schemes, by 13 October 2015. The final report will include background information, e.g. on project methodology, while the best practice guide will summarise key findings and recommendations in a user-friendly format.

4. A *Recommendations* action plan, to increase the adoption of VFEL schemes in line with best practice across APEC economies and maximize synergies between them, by 13 October 2015, for consideration at EWG and TPTWG.

**Table of Deliverables**

#	Deliverable	Format	Quantity	Due Date
1	Deadline for submission of proposal	According to RFP requirements	1 hard copy 1 electronic copy	13 October 2014
2	Proposal evaluation and selection by a panel of representatives from APEC Member Economies	Not applicable	-	Mid October 2014
3	Negotiation of contract details between the APEC Secretariat and the successful Bidder	According to APEC Standard Contract Conditions	2 originals	17 November 2014
4	Draft survey to collect all relevant information regarding vehicle fuel economy labelling schemes	Electronic	1 copy	15 December 2014
5	Interim report on existing schemes, a comparative analysis of their features, and recommendations on best practice. Preliminary survey results & areas to explore in workshop. Help PO organise an appropriate workshop structure to gather required information	Electronic	1 copy	2 <sup>nd</sup> March 2015
7	Presentations of the draft results at the workshop, and discussion of results with APEC experts and practitioners	In person	All presentation from workshop	1 or 1.5 days between 25-29 <sup>th</sup> March 2015
8	Final report and best practice guide on designing and implementing effective VFEL schemes	Electronic	1 copy	13 <sup>th</sup> October 2015
9	Recommendations action plan to increase the adoption of VFEL schemes in lines with best practice across APEC economies and maximize synergies between them	Electronic	1 copy	13 <sup>th</sup> October 2015

## Duties of Selected Contractor

In consultation with the Project Overseer the successful bidder will:

- Have responsibility for all tasks under the Scope of Works, marked with an asterisk (\*)

## Reporting and Coordination Arrangements

The selected Contractor will be required to liaise closely and work in collaboration with a Project Overseer in performing the Works in the Contract (eg monthly meetings, by phone or video if required). The selected Contractor will keep the Project Overseer informed of progress of the Work, timelines and budget. The Project Overseer has been assigned by the APEC Member Economy that has requested this project.

## Milestones and Terms of Payment

#	Milestone Deliverable	Due Date	Means of Verification	Payment Schedule (US\$ inclusive of tax)
1	<i>Contract signing</i>	17 November 2014	<i>Signed contract</i>	
2	<i>Draft survey</i>	December 2014	Survey satisfactory to the project team, signed off by project team	US\$10,000
3	<i>Survey completed, interim report</i>	6 <sup>th</sup> February 2015		
4	<i>Facilitation of, and presentations at, workshop</i>	Between 25 <sup>th</sup> – 29 <sup>th</sup> March 2015	Documents satisfactory to the project team; positive feedback from participants	US\$35,000
5	Final report, best practice guide, and a recommended action plan	13 <sup>th</sup> October 2015	Documents satisfactory to the project team; publication-ready	US\$30,750
<b>Total Value (including Tax)</b>				<b>US\$75,750</b>

## Qualifications and experience 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 Works including:

- Evidence of a breadth and depth of knowledge of information on vehicle efficiency and fuel economy labelling schemes, including technical knowledge on testing standards for determining fuel efficiency of vehicles. Knowledge on how standards and regulations are developed and their implementation is also essential;
- Experience and expertise in undertaking consultancy studies/economic research in the energy/transport sectors;



- An outline of the approach to the task and the methodologies to be applied. These should demonstrate that the consultant has a clear understanding of the tasks;
- Evidence of the capacity to deliver high quality products on time and within budget;
- Evidence of ability to produce documents in plain and concise English (to facilitate understanding for all end-users, including those that are non-native speakers of English)
- Evidence of international networking capacity within APEC member economies;
- Declaring any real or perceived conflict of interest that the Bidder may have with undertaking the proposed research.

### **Budget**

A budget of up to US\$75,750 is available for a selected Contractor to complete the identified deliverables. The Bidder is required to prepare a detailed itemised budget in submitting their proposal, including contractor costs, consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project. Costs should be broken into milestones. Costs should include travel costs (if relevant) for each milestone.

### **Facilities and assistance proposed by the Project Overseer's economy**

The Project Overseer will:

- Assist to identify relevant contact persons in APEC economies, and distribute the survey to those contacts.
- Promote the workshop through APEC and other channels.
- Coordinate participants for the workshop.
- Assist with the design of the workshop (structure, content, etc).
- Liaise with relevant APEC administrators to ensure the workshop and final report are satisfactory.

## RFP Schedule 2 – Proposal Response 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 Work plan.

### **Proven Capacity**

#### ***Statement of Skills and Experience***

##### Instruction to Bidders:

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

#### ***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
<b>Total (inclusive of tax)</b>				<b>\$USD</b>

### ***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 Works and an explanation for using subcontractors. If no subcontractors will be used insert "Not applicable".

Proposed subcontractor (full legal name)	Scope of works 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 Works in this proposal, full details should be included here. Detail a plan to manage the conflict of interest.

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

### **Declaration by Bidder**

The Bidder proposes to provide the Works 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 Works 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 Response 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 Works 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:

- (a) any actual or potential conflict of interest; and
- (b) 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 Works 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:

- (a) enter into discussions to seek to resolve such conflict of interest;
- (b) disregard the Proposal submitted by such a Bidder; or
- (c) 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 Works 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 Works. 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 WORKS**

*Demonstrated appreciation of the key issues and risks to achieve the Work's objectives. Appropriate methodology and work plan to fulfil the objectives of the Works in the specified timeframes.*

(c) **ANALYTICAL AND RESEARCH SKILLS**

*Proven analytical and research skills in past projects. Appropriate qualifications, experience and skills of personnel and team balance to implement the Works. Knowledge on how standards and regulations are developed and implemented.*

(d) **WRITING AND COMMUNICATION SKILLS**

*Proven ability to produce documents with clear and concise English, avoiding jargon words; proven ability to communicate and engage effectively with audiences.*

(e) **EXPERIENCE WITH APEC ECONOMIES**

*Demonstrated experience working in the transport and/or energy sector with APEC Economies.*

(f) **PROPOSAL COST**

*The cost of the proposal is competitive.*



**CONTRACT**

[Insert Project Name and Number]

This contract (the “Contract”) is made on [Insert Date],

BETWEEN

The Asia-Pacific Economic Cooperation Secretariat (the "APEC Secretariat"), with an office at 35 Heng Mui Keng Terrace, Singapore 119616

AND

[Insert Company Name/Consultant's Name] (the “Contractor”), a company incorporated in [Insert Economy/Jurisdiction] and having its registered office at [Insert Address].

(together the “Parties”, and “Party” shall mean either one of them)

The APEC Secretariat has agreed to engage the Contractor to provide services in accordance with the terms and conditions set forth in this Contract.

Signed for and on behalf of the APEC Secretariat

\_\_\_\_\_  
[Insert Name]

Director (Project Management Unit)

Signed for and on behalf of [Insert Name of Contractor]

\_\_\_\_\_  
[Insert Name and Position/Title]

## RFP Schedule 6 – APEC Standard Contract Conditions

THE APEC SECRETARIAT AND THE CONTRACTOR AGREE TO THE FOLLOWING Standard Conditions and Special Conditions, together hereinafter referred to as “the Contract”:

### Special Conditions

#### 1. Scope of Services:

1.1 Description of Services  
(hereinafter referred to as “the Services”)

1.2 Expected Outputs and Timelines

Milestone Payments Schedule [*actual dates and totals to be inserted, based on the successful bidder’s response to this RFP*]

#	Services	Format	Quantity	Means of Verification	Due Date	Payment Due (in USD, inclusive of taxes)
1	<i>E.g. Submission of workshop final Report for publication</i>	<i>E.g. electronic/hardcopy in MS Word E.g. publication-ready</i>	<i>E.g. One electronic copy</i>	<i>E.g. (i) Written acceptance and certification from the Project Overseer for submission of report. (ii) Endorsement of report by the fora.</i>		<i>10,000</i>
2	<i>E.g. Completion of Pre-Workshop Survey</i>		<i>E.g. One survey per member economy</i>	<i>E.g. Written acceptance and certification from the Project Overseer for completion of the pre-workshop survey.</i>		

1.3 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.

#### [1.4 ADDITIONAL REQUIREMENTS]

### **2. Payment** *[actual dates and totals to be inserted, based on the successful bidder's response to this RFP]*

2.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the Contractor up to US\$ *[insert amount here]* 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 Contractor's agent and/or beneficiary banks for remittances made to the Contractor's bank account

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

2.2.1 *Contractor Fee of US\$[insert amount] (amount in words). 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 Contractor for travel related expenses (airfare and per diem) shall not exceed the sum of US\$[insert amount] (amount in words). This is comprised of the following:*

2.2.2.1 *[list here the amounts claimable for airfare and per diem for Contractor, for experts, for participants]*

*[actual dates and totals to be inserted, based on the successful bidder's response to this RFP]*

2.3 Reimbursement of Reimbursable Costs identified at Clause 2.2.2 above will be made by the APEC Secretariat to the Contractor in accordance with the APEC travel guidelines as set forth in the Guidebook on APEC Projects. The reimbursement of airfare and per diem for experts and participants will be made after APEC Secretariat receives a certified invoice and original receipts, and any relevant Attendance Sheets for per diem claims, from the Project Overseer.

**OR**

2.4 If the Contractor is required to travel, travel expenses (economy class airfare and per diem) up to a maximum value of US\$ *[insert amount]* (amount in words) for the Contractor will be reimbursed by the APEC Secretariat from the Reimbursable amount identified above at Clause 2.2.2. The reimbursement of airfare and per diem will be made after APEC Secretariat receives a certified invoice and original receipts, and the Contractor's Travel Reimbursement Claim Form from the Project Overseer.

2.5 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 Contractor. The Contractor must complete the Services by 13 October 2015.

2.6 Without prejudice to Clause 31, the point of contact for the APEC Secretariat for this Contract shall be Mr Park Jonghan, (Program Director, project EWG 05 2014A.).

# Standard Conditions

## 3. PARTIES

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

## 1. 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.