



## Expression of Interest

### Financial Management Information System (FMIS)

AP\_9/7/3/7

EOI – 2024/065

Version: 1.2 Release

**Issue Date: 12 Dec 2024**

**Deadline for proposals: 9:00 am 17 Feb 2025 (Samoa date and time)**

This Expression of Interest has been published to the respondent on the basis that it is “Commercial in Confidence”. The information contained in this Expression of Interest is only to be used for the purpose of responding to this Expression of Interest

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# This opportunity in a nutshell

## What we need

The Secretariat of the Pacific Regional Environment Programme (SPREP) wishes to procure a Financial Management Information System (FMIS) that supports modern business practices across the full range of functions being sought. The new FMIS is expected to utilise modern technologies and have good industry practices built in as standard including the use of workflow technologies to streamline and automate processes.

For context, SPREP is seeking to replace its enterprise systems capability encapsulated in a FMIS and Human Resource Information System (HRIS). This EOI is for the FMIS only. SPREP is also publishing the EOI for the HRIS component on 12 Dec 2024. Although an integrated FMIS and HRIS is the preference, SPREP is open to the implementation of “best of breed” solutions provided the integration between the FMIS and HRIS is managed and maintained by one or both solution providers.

FMIS solution providers who respond to this EOI, that also provide an integrated HRIS are encouraged to respond to both this and the HRIS EOI.

## What we don't want

Implementation services, hosting or associated services from organisations not able to provide the software solution.

It is unlikely that SPREP will accept a proposed solution that is built on older technologies without a comprehensive workflow engine which is required to implement and automate SPREP's business processes.

## Why you should bid?

This is an opportunity to work with an organisation which is tasked with promoting cooperation in the Pacific region and providing assistance in order to protect and improve the Pacific environment and to ensure sustainable development for present and future generations.

This is a cornerstone project to modernise and digitally transform SPREP's processes and systems that support SPREP in achieving its environmental and operational objectives.

This opportunity provides the prospect to showcase your solution as a tool supporting environmental sustainability in the Pacific region.

## A bit about us

SPREP is an intergovernmental organisation charged with promoting cooperation among Pacific Island countries and territories to protect and improve their environment and ensure sustainable development.

SPREP’s approach to the environmental challenges faced by the Pacific is guided by four simple values:

- We value the Environment
- We value our People
- We value high quality and targeted Service Delivery
- We value Integrity

These values are enhanced and supported by the use of technology systems of which the FMIS is a key system.

## Section 1: Key information

### 1.1 Context

- This is an invitation to suitably qualified suppliers to submit a response for the supply, implementation and ongoing support of SPREP’s FMIS.
- This EOI is the first step in a multi-step procurement process. Following evaluation, shortlisted Respondent/s will be invited to submit a full proposal in response to a Request for Proposals (RFP). This document deals only with the first step i.e. the EOI process.
- Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means ‘*a person, organisation, business or other entity that submits a response to the EOI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the marketplace that does not submit a response.*’ Definitions are at the end of Section 4.

### 1.2 Our timeline

- Here is our timeline for this EOI.

**Step in EOI process:**

**Date:**

Deadline for Questions from suppliers:

31 Jan 2025

Deadline for SPREP to answer supplier’s questions:

7 Feb 2025

**Deadline for Responses:**

9:00 am, 17 Feb 2025

Respondents notified of shortlisting:

[TBC]

- RFP released to shortlisted supplier/s:

[TBC]

- All dates and times are dates and times in Samoa.

### 1.3 How to contact us

a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

#### b. Our Point of Contact for all enquiries

**Title/role:** Procurement Officer

**Email address:** procurement@sprep.org

### 1.4 Developing and submitting your Response

a. This is an open, competitive tender process. The EOI sets out the step-by-step process and conditions that apply.

b. Take time to read and understand the EOI. In particular:

- i. develop a strong understanding of our Requirements detailed in Section 2.
- ii. in structuring your response consider how it will be evaluated. Section 3 describes our Evaluation Approach.

c. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact.

d. In submitting your response, you must use the Response Form provided. This is a Microsoft Word document that is attached to this EOI.

e. You must also complete and sign the declaration at the end of the Response Form and the Honor Form included in Appendix A of the Response Form.

f. The response should not be more than **25 pages** and in a font no smaller than 10 point. (excluding Response Form 2 – Costing)

g. Check you have provided all information requested, and in the format and order asked for.

h. Please ensure you get your response to us before the Deadline for Responses.

### 1.5 Address for submitting your Response

#### **Submit Response electronically**

Responses must be submitted by email electronically to tenders@sprep.org

a. Responses sent by post or fax, or hard copy delivered to our office, will not be accepted.

### 1.6 Our EOI Process, Terms and Conditions

a. This EOI is subject to SPREP's standard EOI Process, Terms and Conditions (shortened to EOI-Terms) described in Section 4.

### 1.7 Later changes to the EOI or EOI process

a. If, after publishing the EOIs, we need to change anything about the EOIs, or EOI process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the tender website where you access this EOI.

## Section 2: Our Requirements

### 2.1 Key outcomes we are expecting

SPREP is seeking to purchase a new FMIS that:

Supports its current and future state business processes.
Is a proven solution or an innovative product which demonstrates ability to deliver added value to SPREP.
Is a proven solution i.e. in operation in other organisations.
Is cost effective in terms of initial costs and ongoing subscriptions/license fees and maintenance.
Is easily accessible to SPREP staff who are geographically dispersed all across the Pacific Region.
Allows SPREP to operate on a day-to-day basis independently from its vendor.
Is easy to use.
Integrates with other key applications in SPREP.
Fits with SPREP’s technical infrastructure as outlined in Appendix A.

### 2.2 Scope

SPREP requires a new FMIS with built-in industry good practices and workflow technology to streamline, automate and support the following business processes:

Business Process	Core Requirements	Weighting/Priority
General Ledger	Flexible chart of accounts which aligns with IRFS – support changes to chart of accounts and has the ability to maintain history or mapping.  Enables commercially oriented accounting practices.	5
Bank Reconciliation	Automate bank reconciliation based on user-defined rules.	5
Purchasing	Provide an easy to use and intuitive user interface to raise requisitions.  Provide approval workflow for requisitions and amended purchase orders.  Support purchases using catalogues.	5

Business Process	Core Requirements	Weighting/Priority
	Ability to email purchase orders to suppliers.	
Accounts Payable (AP)	<p>Ability to match purchase orders and receipts against invoices. There may be multiple purchase orders or receipts for one invoice or vice versa.</p> <p>Provide a match exception handling function. For example, invoice is automatically matched to receipt that has been entered after the initial matching process without manual intervention.</p> <p>Allow to override match exception by authorised personnel.</p> <p>Can bulk load invoices via a file or spreadsheet.</p>	5
Accounts Receivable (AR)	<p>Allow to set up user-defined payment terms.</p> <p>Provide pro-forma invoice and the ability to copy detail from pro-forma invoice to an invoice when it is finalised.</p>	5
Fixed Asset	<p>Support multiple asset registers - financial and attractive assets.</p> <p>Support multiple depreciation types for different asset classes e.g. 20% straight line for furniture and fitting, 30% reducing balance for computer equipment etc.</p>	5
Procurement	<p>Support the identification of need to the selection and negotiation with vendors.</p> <p>Support the submission of respondent proposals via an online portal.</p>	5
Contract	<p>Support the recording, management and monitoring of contracts.</p> <p>Link contract partner with supplier record.</p> <p>Support the ability to measure/record vendor performance and enhance vendor relationships.</p>	5

Business Process	Core Requirements	Weighting/Priority
Project & Portfolio Management	Support the recording, management and monitoring of projects and portfolios through their lifecycle from initiation to execution to closure.	7
Strategic Planning	<p>Ability to record key variables from SPREP’s strategic plans and monitor and report on progress towards the achievement of the plans. These plans include SPREP’s overarching plan and other high-level plans.</p> <p>Ability to support the preparation, maintenance and updates of budgets.</p> <p>Ability to capture data from other (non FMIS) applications for planning, budgeting and forecasting purposes.</p> <p>Populate templates / worksheets using variables, formulas and / or by using different spreading method such as evenly spread or percentage split method.</p> <p>Keep track of templates / worksheets distribution and have the ability to control data entry to enhance data quality.</p>	15
Reporting & Enquiry	<p>Ability to report on any structured data entered into the FMIS.</p> <p>Ability to attach documents to any record in the FMIS.</p> <p>Ability to drill down from summary data to transaction and document image (if attached).</p> <p>Ability to attach documents and commentary to reports.</p> <p>Supports reporting and enquiry from a range of users including expert users who wish to perform ad-hoc complex analysis to end users who require simplicity, graphical content and ease of use.</p>	8



Business Process	Core Requirements	Weighting/Priority
	<p>Ability to schedule the running of reports and distribute to users e.g. month end cost centre reports to managers.</p> <p>Ensure reconciliation between sub-ledgers and general ledger to maintain systems integrity.</p>	
<p>User Maintenance and Security and Delegated Financial Authority</p>	<p>Ability to integrate with Active Directory.</p> <p>Ability to integrate with the HRIS to facilitate the automatic creation and termination of users in the FMIS.</p> <p>Ability to control access to functions and data, such as a particular cost centre to users.</p> <p>Support multiple levels of financial delegation set up based on dollars, cost centre and expenditure types.</p>	<p>5</p>
<p>Workflows</p>	<p>Ability for in-system workflows to enforce compliance with financial delegations and segregation of duties.</p> <p>Support funds checking i.e. warn staff when entering transactions that incurring that particular expense will cause their budget to be overspent either by line item or overall budget.</p>	<p>5</p>
<p>User Interface</p>	<p>One consistent user interface across all parts of the system.</p>	<p>5</p>
<p>Optical Character Recognition (OCR)</p>	<p>Support the capture/scanning of data from invoices and enter these details into the AP module.</p>	<p>5</p>
<p>Customer Relationship Management</p>	<p>Ability to record, manage and report on all SPREP's interactions with our current and potential customers from the perspective of our staff, members, partners and donors.</p>	<p>5</p>
<p>Non-functional requirements</p>	<p>Ability to support an environment primarily built on Microsoft products.</p> <p>Support single sign-on.</p>	<p>5</p>

Business Process	Core Requirements	Weighting/Priority
	Ability to integrate with a HRIS to capture employee, leave and salary details against cost centre and/or project. Support deployment using mobile devices. Support easy access to staff who are geographically dispersed across the Pacific Region. Ability to record audit trail of various actions e.g. entry, approval etc. Ability to integrate with third party applications in real time. Ability to support multi-currency transactions.	

The weightings in the table above denote the level of importance that SPREP has assigned to each business process. Respondents are to take these weights into consideration when completing Response Form 1 Section 2.

In addition to the business processes listed above, SPREP is also looking for systems capabilities to support the following processes:

1. Travel Management – ability to integrate with our travel provider, Opus for all SPREP business related travel transactions
2. Partnership Management – ability to record the Memorandums of Understanding (MOU) that SPREP has with multiple stakeholders and alert SPREP when MOUs are due for renewal, review etc.
3. Policy Management – ability to store SPREP’s policies and alert key users when policies are due for renewal or review

### 2.3 User Numbers

SPREP’s anticipated user numbers for the FMIS are:

User type / requirement	Estimated Count
Core (finance) users – access to the core finance system	25
Reporting & Enquiry users – report and enquire across the whole system	25
Procurement users – to perform procurement activities and manage contracts	75
Purchasing users – to raise, amend and approve purchase requisitions/orders	75

User type / requirement	Estimated Count
Project users – manage and maintain projects	70
Project and Portfolio Reporting users – report and enquire on project and portfolio information	75
Budget Administrators	5
Budget Managers who enter budget data	50
Reporting users	75
OCR Administrators	5

## Section 3: Our Evaluation Approach

This section sets out the Evaluation Approach that will be used to assess responses.

### 3.1 Prerequisites for Eligibility

To be eligible, you must declare that:

- a. You have no outstanding bankruptcy, insolvency or winding up procedures, breach of obligations relating to the payment of taxes or social security contributions, fraudulent or negligent practice, violation of intellectual property rights, under a judgement or pending legal action by the court that could impair operating as a going concern, grave professional misconduct including misrepresentation, corruption, participation in a criminal organisation, money laundering or terrorist financing, child labor and other trafficking in human beings, deficiency in capability in complying main obligations, creating a shell company and being a shell company.
- b. You currently do not employ, or anticipate employing, any person(s) who is or was recently employed by SPREP within the last 12 months as per the stand down period.
- c. Your subsidiaries, agents, intermediaries, and sub-contractors agree to cooperate with SPREP during any investigative processes undertaken by them, either before, during or after execution of a contract, including providing all required documents, company records, access to employees, officers, and staff, as well as financial information.

### 3.2 Pre-conditions

Each response must meet all these pre-conditions. Responses which fail to meet one or more of these pre-conditions will be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a response.

#	Pre-condition
PC01	If your proposed solution is a cloud or Software as a Service (SaaS) offer the total estimated costs for the first three years including the implementation cost must not exceed <b>USD 1,100,000</b> .
PC02	If your proposed solution is not a Software as a Service (SaaS) offer the implementation and annual license/maintenance cost for the first three years must not exceed <b>USD 1,100,000</b> .
PC03	Compliance with SPREP’s EOI terms and conditions as noted in Section 4 of the EOI

### 3.3 Evaluation Model

The evaluation model that will be used to shortlist responses is weighted attributes.

### 3.4 Evaluation Criteria

Responses which meet all pre-conditions will be evaluated on their merit according to the following evaluation criteria and weightings.

Criterion	Weighting
<b>1. Build acceptable business relationship with SPREP – Requirement 1, Section 2 of EOI Response Form 1</b>	<b>10%</b>
<b>2. Proven record of vendor and the proposed solution – Requirement 2, Section 2 of EOI Response Form 1</b>	<b>15%</b>
<b>3. Provide services / functionalities specified in Section 2 of this EOI - – Requirement 1, Section 4, of EOI Response Form 1</b>	<b>75%</b>
<b>Total weightings</b>	<b>100%</b>

### 3.5 Scoring

The following scoring scale will be used in evaluating responses. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel. Costing information provided in the Response Form 2 will also be taken into account.

Rating	Definition	Score
<b>EXCELLENT</b> significantly exceeds the criteria	Exceeds the criteria. Exceptional demonstration by the respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criteria. Proposal identifies factors that will offer potential added value to SPREP with supporting evidence.	<b>9-10</b>
<b>GOOD</b> exceeds the criteria in some respects	Satisfies the criteria with some additional benefits. Above average demonstration by the respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criteria. Proposal identifies factors that will offer potential added value to SPREP with supporting evidence.	<b>7-8</b>
<b>ACCEPTABLE</b> meets the criteria in full, but at a minimal level	Satisfies the criteria. Demonstration by the respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criteria, with supporting evidence.	<b>5-6</b>
<b>MINOR RESERVATIONS</b> marginally deficient	Satisfies the criteria with minor reservations. Some minor reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criteria, with little or no supporting evidence.	<b>3-4</b>
<b>SERIOUS RESERVATIONS</b> significant issues that need to be addressed	Satisfies the criteria with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criteria, with little or no supporting evidence.	<b>1-2</b>
<b>UNACCEPTABLE</b> significant issues not capable of being resolved	Does not meet the criteria. Does not comply and/or insufficient information provided to demonstrate that the respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criteria, with little or no supporting evidence.	<b>0</b>

## Section 4: EOI Process, Terms and Conditions

### Note to suppliers and Respondents

- In managing this procurement, SPREP will endeavour to act fairly and reasonably in all its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- This section contains SPREP's standard EOI process, Terms and Conditions (shortened to EOI – Terms) which apply to this procurement.
- Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means *“a person, organisation, business or other entity that submits a response to the EOI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier which is any other business in the market place that does not submit a response.”* Definitions are at the end of this section.
- If you have any questions about the EOI -Terms please get in touch with our Point of Contact.

## EOI Process

### Preparing and submitting a Registration

#### 4.1 Preparing a Registration

- a. Respondents are to use the Response Form provided and include all information requested by SPREP in relation to the EOI.
- b. By submitting a response, the Respondent accepts that it is bound by the EOI Process, Terms and Conditions (EOI-Terms) contained in Section 4.
- c. Each Respondent will:
  - i. examine the EOI and any documents referenced in the EOI and any other information provided by SPREP
  - ii. if appropriate, obtain independent advice before submitting a response
  - iii. satisfy itself as to the correctness and sufficiency of its response.

#### 4.2 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the EOI. If there is any perceived ambiguity or uncertainty in the EOI document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to SPREP's Point of Contact. SPREP will respond to requests in a timely manner, but not later than the deadline for SPREP to answer Respondent questions in Section 1, paragraph 1.2.a, if applicable.
- c. If SPREP considers a request to be of sufficient importance to all Respondents, it may provide details of the question and answer to other Respondents. In doing so SPREP may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer will be posted on the tenders site. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification, a Respondent is to indicate, in its request, any information that is commercially sensitive. SPREP will not publish such commercially sensitive information. However, SPREP may modify a request to eliminate such commercially sensitive information, and publish this and the answer where SPREP considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

#### 4.3 Submitting a Registration

- a. Each Respondent is responsible for ensuring that its Registration is received by SPREP at the correct address on or before the Deadline for Registrations. SPREP will acknowledge receipt of each Registration.
- b. SPREP intends to rely on the Respondent's response and all information provided by the Respondent (e.g. in correspondence). In submitting a response and communicating with SPREP each Respondent should check that all information it provides to SPREP is:
  - i. true, accurate and complete and not misleading in any material respect

- ii. does not contain intellectual property that will breach a third party's rights.

## Assessing Registrations

### 4.4 Evaluation panel

- a. SPREP will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, SPREP may invite independent advisors to evaluate any Registration, or any aspect of any Registration.

### 4.5 Third party information

- a. Each Respondent authorises SPREP to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Registration.
- b. Each Respondent is to ensure that all referees listed in support of its Registration agree to provide a reference.
- c. To facilitate discussions between SPREP and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

### 4.6 SPREP's clarification

- a. SPREP may, at any time, request from any Respondent clarification of its Registration as well as additional information about any aspect of its Registration. SPREP is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. SPREP may take such clarification or additional information into account in evaluating the Registration.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, SPREP may cease evaluating the Registration and may eliminate the Registration from the process.

### 4.7 Evaluation and shortlisting

- a. SPREP will base its initial evaluation on the responses submitted in response to the EOI. This evaluation will be in accordance with the Evaluation Approach set out in the EOI. SPREP may adjust its evaluation of a Registration following consideration of any clarification or additional information as described in paragraph 4.6.
- b. In deciding which Respondent/s to shortlist SPREP may take into account any of the following additional information:
  - i. the results from due diligence
  - ii. any matter that materially impacts on SPREP's trust and confidence in the Respondent
  - iii. any relevant information that SPREP may have in its possession.



- c. SPREP will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by SPREP of the Respondent's Registration, or imply or create any obligation on SPREP to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the EOI process SPREP will not make public the names of the shortlisted Respondents.

#### **4.8 Issues and complaints**

- a. A Respondent may, in good faith, raise with SPREP any issue or complaint about the EOI, or the EOI process at any time.
- b. SPREP will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. SPREP and Respondent each agree to act in good faith and use its best endeavours to resolve any issue or complaint that may arise in relation to the EOI.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by SPREP to unfairly prejudice the Respondent's ongoing participation in the EOI process or future contract opportunities.

## **EOI conditions**

#### **4.9 SPREP's Point of Contact**

- a. All enquiries regarding the EOI must be directed by email to SPREP's Point of Contact. Respondents must not directly or indirectly approach any representative of SPREP, or any other person, to solicit information concerning any aspect of the EOI.
- b. Only the Point of Contact is authorised to communicate with Respondents regarding any aspect of the EOI. SPREP will not be bound by any statement made by any other person.
- c. SPREP may change the Point of Contact at any time. SPREP will notify Respondents of any such change. This notification may be posted on the tenders websites or sent by email.
- d. Where a Respondent has an existing contract with SPREP then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby SPREP, solicit information or discuss aspects of the EOI.

#### **4.10 Conflict of Interest**

- a. Each Respondent must complete the Conflict of Interest declaration in Section 3 of the Response Form. and must immediately inform SPREP should a Conflict of Interest arise during the EOI process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the EOI process.

#### **4.11 Ethics**

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of SPREP in relation to the EOI.

- b. A Respondent who attempts to do anything prohibited by paragraphs 4.10. and 4.12.a. may be disqualified from participating further in the EOI.
- c. SPREP reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the EOI process to ensure probity of the EOI process.

#### **4.12 Anti-collusion and bid rigging**

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their responses or other submissions or in any discussions with SPREP. Such behaviour will result in the Respondent from being disqualified from participating further in the EOI process. The Respondent warrants that its response has not been prepared in collusion with a Competitor.
- b. SPREP reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Registration.

#### **4.13 Confidential Information**

- a. SPREP and the Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 4.14. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. SPREP and Respondent may each disclose Confidential Information to any person who is directly involved in the EOI process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the EOI.
- c. Respondents acknowledge that SPREP's obligations under paragraph 4.14.a. are subject to requirements imposed by obligations imposed by Samoan law. SPREP will not be in breach of its obligations if Confidential Information is disclosed by SPREP to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where SPREP receives a request from a lawful authority that relates to a Respondent's Confidential Information SPREP will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

#### **4.14 Confidentiality of EOI information**

- a. For the duration of the EOI, to the date of the announcement of the Successful Respondent, or the end of the procurement process, the Respondent agrees to keep the EOI strictly confidential and not make any public statement to any third party in relation to any aspect of the EOI, the EOI process or the award of any Contract without SPREP's prior written consent.
- b. A Respondent may disclose information relating to the EOI to any person described in paragraph 4.13.b. but only for the purpose of participating in the EOI. The Respondent must take reasonable steps to ensure that such recipients

do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the EOI.

#### **4.15 Costs of participating in the EOI process**

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its responses and any negotiations.

#### **4.16 Ownership of documents**

- a. The EOI and its contents remain the property of SPREP. All Intellectual Property rights in the EOI remain the property of SPREP or its licensors. SPREP may request the immediate return or destruction of any or all EOI documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Respondents response will, when delivered to SPREP, become the property of SPREP. Responses will not be returned to Respondents at the end of the EOI process.
- c. Ownership of Intellectual Property rights in the Registration remain the property of the Respondent or its licensors. However, the Respondent grants to SPREP a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Registration for any purpose related to the EOI process.

#### **4.17 No binding legal relations**

- a. Neither the EOI, nor the EOI process, creates a process contract or any legal relationship between SPREP and any Respondent, except in respect of:
  - i. the Respondent's declaration in its response
  - ii. the Respondent's statements, representations and/or warranties in its response and in its correspondence with SPREP
  - iii. the Evaluation Approach to be used by SPREP to assess responses as set out in Section 3, and in the EOI-Terms
  - iv. the standard EOI conditions set out in paragraphs 4.10 to 4.22
- b. Each exception in paragraph 4.18.a. is subject only to SPREP's reserved rights in paragraph 4.19.
- c. Except for the legal obligations set out in paragraph 4.17.a. no legal relationship is formed between SPREP and any Respondent unless and until a Contract is entered into between those parties.

#### **4.18 Elimination**

- a. SPREP may exclude a Respondent from participating in the EOI process if SPREP has evidence of any of the following, and is considered by SPREP to be material to the EOI:
  - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the EOI process
  - ii. the Registration contains a material error, omission or inaccuracy
  - iii. the Respondent is in bankruptcy, receivership or liquidation

- iv. the Respondent has made a false declaration
- v. there is a serious performance issue in a historic or current contract delivered by the Respondent
- vi. the Respondent has been convicted of a serious crime or offence
- vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- viii. the Respondent has failed to pay taxes, duties or other levies
- ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x. the Respondent is a person or organisation designated as a terrorist.

#### **4.19 SPREP's additional rights**

- a. Despite any other provision in the EOI SPREP may, on giving due notice to Respondents:
  - i. amend, suspend, cancel and/or re-issue the EOI, or any part of the EOI
  - ii. make any material change to the EOI (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the EOI SPREP may:
  - i. accept a late Registration if it is SPREP's fault that it is received late
  - ii. in exceptional circumstances, accept a late Registration where it considers that there is no material prejudice to other Respondents. SPREP will not accept a late Registration if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Registration
  - iii. in exceptional circumstances, answer questions submitted after the Clarification Period ends
  - iv. accept or reject any response, or part of a response
  - v. accept or reject any non-compliant, non-conforming or alternative Registration
  - vi. decide not to enter into a Contract with any Respondent
  - vii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
  - viii. provide or withhold from any Respondent information in relation to any question arising in relation to the EOI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
  - ix. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
  - x. waive irregularities or requirements in the EOI process where it considers it appropriate and reasonable to do so.

- c. SPREP may request that a Respondent agrees to SPREP:
  - i. selecting any individual element/s of the Requirements that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, are to be taken collectively
  - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

#### **4.20 Samoan law**

- a. The laws of Samoa shall govern the EOI process and each Respondent agrees to submit to the exclusive jurisdiction of the Samoan courts in respect of any dispute concerning the EOI or the EOI process.

#### **4.21 Disclaimer**

- a. SPREP will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the EOI process.
- b. Nothing contained or implied in the EOI, or EOI process, or any other communication by SPREP to any Respondent shall be construed as legal, financial or other advice. SPREP has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of SPREP is USD1.

#### **4.22 Precedence**

- a. Any conflict or inconsistency in the documents forming the EOI shall be resolved by giving precedence in the following descending order:
  - i. Section 4 (EOI-Terms)
  - ii. all other Sections of this EOI document
  - iii. any additional information or document provided by SPREP to Respondents through SPREP's Point of Contact.

If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

## Definitions

In relation to this EOI the following words and expressions have the meanings described below.

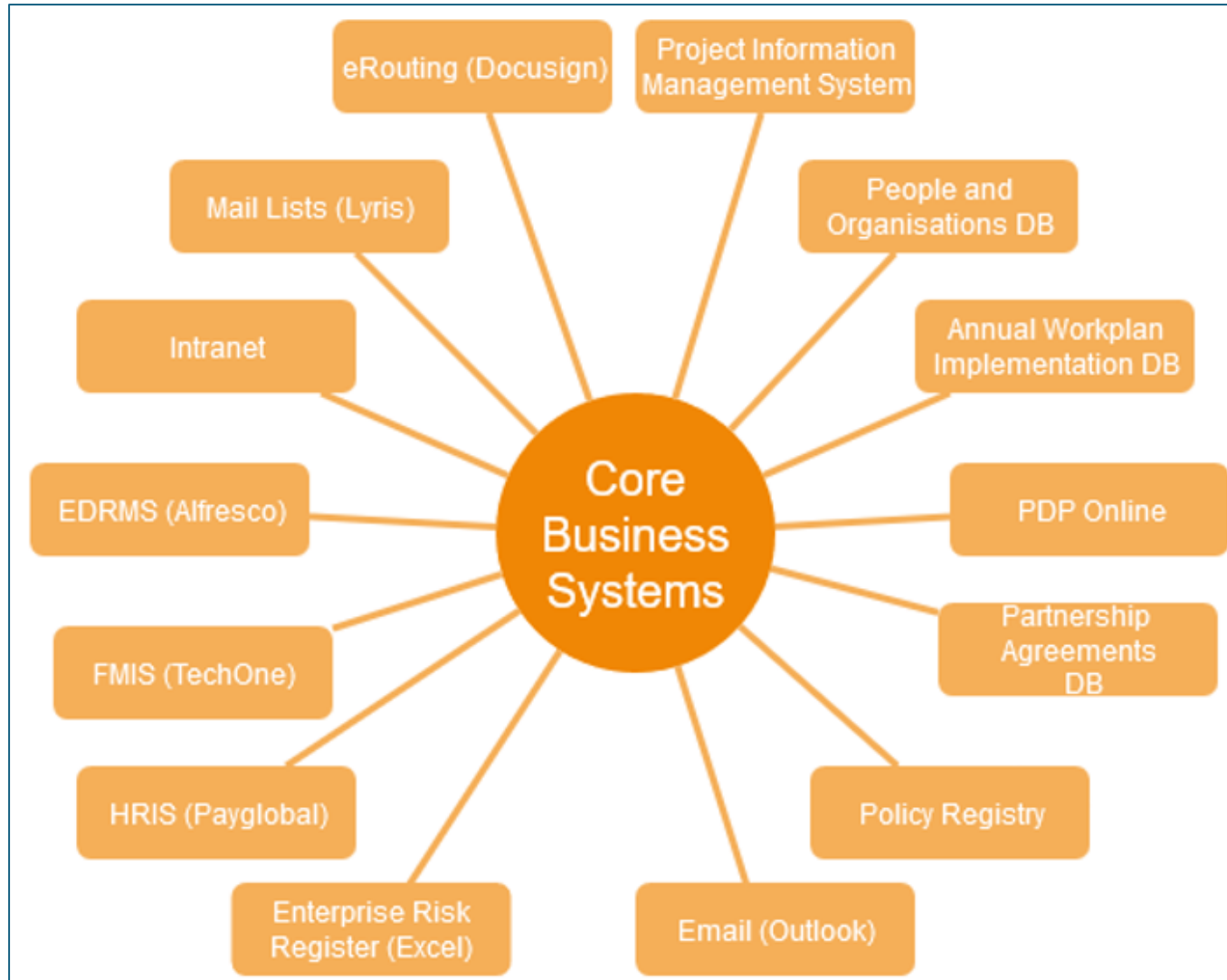
<b>Business Day</b>	Any weekday in Samoa, excluding Saturdays, Sundays, Samoa public holidays.
<b>Competitors</b>	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the EOI or in general.
<b>Confidential Information</b>	<p>Information that:</p> <ol style="list-style-type: none"> <li>is by its nature confidential</li> <li>is marked by either SPREP or a Respondent as ‘confidential’, ‘commercially sensitive’, ‘sensitive’, ‘in confidence’, ‘top secret’, ‘secret’, ‘classified’ and/or ‘restricted’</li> <li>is provided by SPREP, a Respondent, or a third party in confidence</li> <li>SPREP or a Respondent knows, or ought to know, is confidential.</li> </ol> <p>Confidential information does not cover information that is in the public domain through no fault of either SPREP or a Respondent.</p>
<b>Conflict of Interest</b>	<p>A Conflict of Interest arises if a Respondent’s personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to SPREP under the EOI or in the provision of the goods or services. It means that the Respondent’s independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ol style="list-style-type: none"> <li>actual: where the conflict currently exists</li> <li>potential: where the conflict is about to happen or could happen, or</li> <li>perceived: where other people may reasonably think that a person is compromised.</li> </ol>
<b>Contract</b>	The written contract/s entered into by SPREP and Successful Respondent/s for the delivery of the Requirements.
<b>Deadline for Responses</b>	The deadline that responses are to be delivered or submitted to SPREP as stated in Section 1, paragraph 1.2.
<b>Deadline for Questions</b>	The deadline for suppliers to submit questions to SPREP as stated in Section 1, paragraph 1.2, if applicable.
<b>Evaluation Approach</b>	The approach used by SPREP to evaluate responses as described in Section 3.
<b>EOI</b>	Means SPREP’s call for Expressions of Interest.
<b>Expression of Interest</b>	SPREP’s call for Expressions of Interest comprises the EOI document (including the EOI-Terms) and any other schedule, appendix or document attached to EOI, and any subsequent information provided by SPREP to Respondents through SPREP’s Point of Contact.
<b>EOI-Terms</b>	Means the Process, Terms and Conditions that apply to this Registration of Interest Conditions as described in Section 4.
<b>EOI Process, Terms and Conditions (shortened to EOI-Terms)</b>	SPREP’s standard terms and conditions that apply to this EOIs as described in Section 4. These may be varied subsequent to the release of the EOI by SPREP on giving notice to Respondents.

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<b>Intellectual Property</b>	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
<b>Point of Contact</b>	SPREP and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the EOI process. SPREP’s Point of Contact is identified in Section 1, paragraph 1.3. The Respondent’s Point of Contact is identified in its response.
<b>Response</b>	The response a Respondent submits in reply to SPREP’s EOI. It comprises the Response Form, the Respondent’s registration and all other information submitted by a Respondent.
<b>Requirements</b>	The goods and/or services described in Section 2 which SPREP intends to purchase.
<b>Respondent</b>	A person, organisation, business or other entity that submits a response in response to the EOI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the marketplace that does not submit a Registration.’
<b>Response Form</b>	The form and declaration prescribed by SPREP and used by a Respondent to respond to the EOI, duly completed and submitted by a Respondents as part of its response.

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## APPENDIX A





**Core Business Systems – Description**

#	Name	Description	Within Scope of HRIS?	Within Scope of FMIS?
1	Project Information Management System	Collects data and provides information on all aspects of a SPREP Project	No	Yes
2	People and Organisation Database	Works like a CRM i.e. contains all contacts that SPREP works with	No	Yes
3	Annual Workplan Implementation DB	A database that records details of all approved work initiatives for the next year. This is used for all planning (strategic and operational) and for the approval of all travel requests	No	Yes
4	PDP Online	This is the staff performance development system that is used to conduct and manage staff annual reviews and development requirements	Yes – Note 1	No
5	Partnership Agreements DB	A repository of Memorandums of Understanding between SPREP and partner organisations	No	Yes
6	Policy Registry	A repository that stores all policy documents that are accessed via SPREP’s Intranet	No	No
7	Email (Outlook)	SPREP’s email tool	No	No
8	Enterprise Risk Register	A repository of all SPREP enterprise risks	No	Yes
9	HRIS (Payglobal)	SPREP’s current payroll system for the calculation and payment of SPREP employee wages and salaries	Yes	No
10	FMIS (TechOne)	SPREP’s current finance system to support SPREP’s financial operations, management and reporting	No	Yes
11	EDRMS (Alfresco)	SPREP’s records and document management system to store all business related records and documents	Note 2	Note 2
12	Intranet	SPREP’s internal network used to share company information with staff	No	No

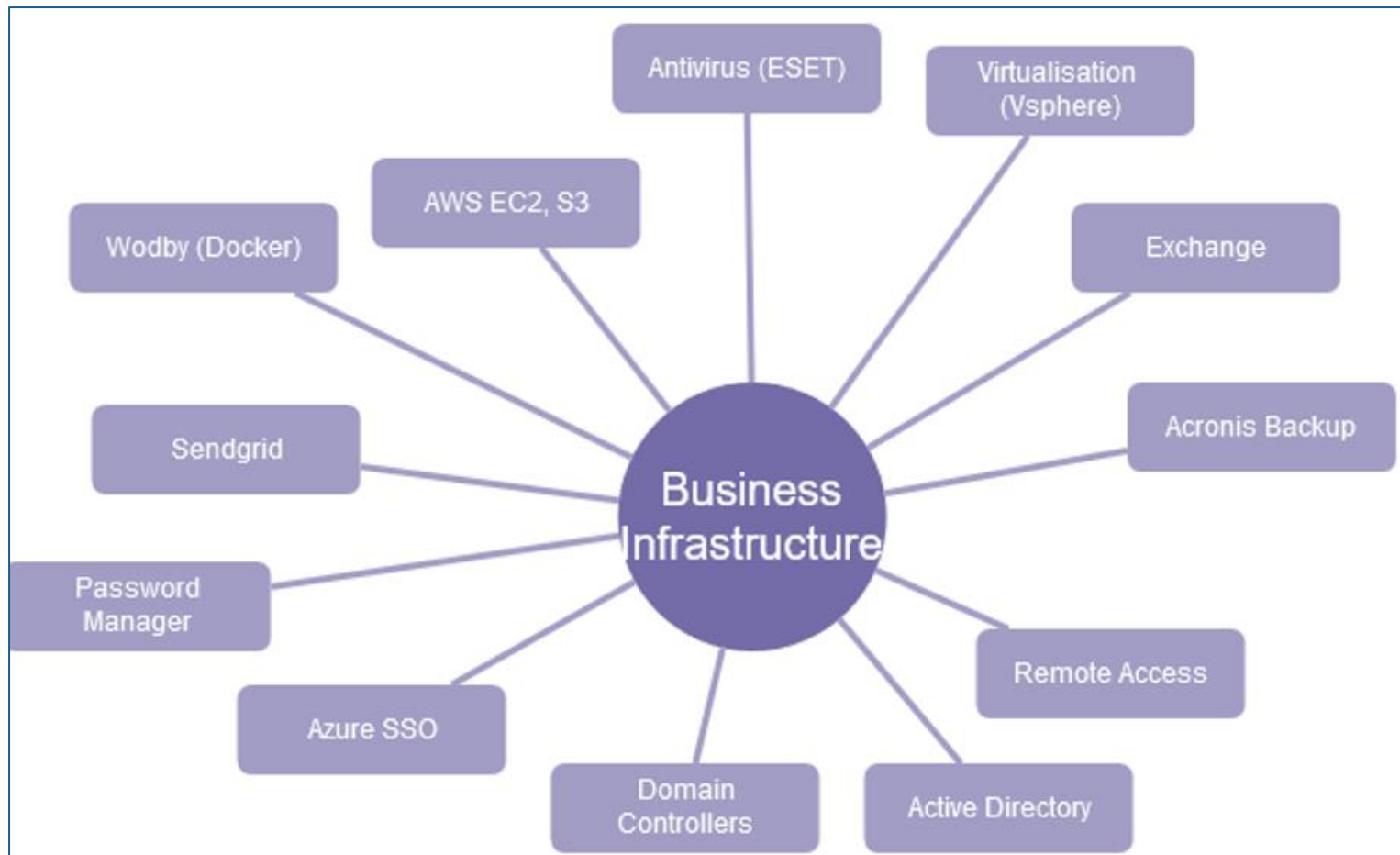
#	Name	Description	Within Scope of HRIS?	Within Scope of FMIS?
13	Mail List	Contact details of all SPREP stakeholders	No	No
14	eRouting (DocuSign)	Workflow system to route documents for electronic signatures	Yes – Note 3	Yes – Note 3
15	PIP (Performance Implementation Plan)	This system is not included in the diagram. The PIP supports SPREP in monitoring and reporting on the achievement of its strategic plan	No	Yes

Note 1 – the people plan in the PDP in row 4 above should contribute to the achievement of SPREP’s strategic plan

Note 2 – EDRMS is in scope for an integrated FMIS and HRIS as all business records, transactions and records will be stored in a central repository. If an integrated FMIS and HRIS are not selected it is likely that a third party EDRMS will be implemented

Note 3 – It is envisaged that system workflows (FMIS and HRIS) will be used to route transactions for review and approval

The Business Infrastructure describes the SPREP infrastructure within which the FMIS will need to operate.



**Business Infrastructure – Description**

#	Name	Description
1	Antivirus (ESET)	SPREP's end points and cloud security
2	VMWare (VSphere)	Data centre virtualisation
3	MS Exchange	Hybrid mail system – on premise and cloud
4	Acronis Backup	SPREP's backup tool for its inhouse systems
5	Remote Access	Manages remote access to SPREP systems
6	Active Directory	User authentication and credential management
7	Domain Controllers	
8	Azure SSO	
9	Password Manager	Manages user passwords
10	Sendgrid	Systems and applications notification tool
11	Wodby (Docker)	Server application provisioning
12	AWS EC2, S3	Cloud hosting