

CONTRACT OF PROFESSIONAL SERVICES

CL 200057

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement, made and entered into by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**, a government instrumentality attached to the Department of Trade and Industry, with office address at the Golden Shell Pavilion, Roxas Boulevard cor. Gil J. Puyat Avenue, Pasay City, represented in this act by its **EXECUTIVE DIRECTOR PAULINA SUACO-JUAN**, hereinafter referred to as CITEM;

-and-

**IPG MEDIABRANDS PHILIPPINES, INC.**, a duly-registered private company is offering services such as digital transformation solutions, and digital marketing services, among others, with office address at Units 2901, 2903, and 2906 of The Trade and Financial Tower, 7<sup>th</sup> Avenue cor. 32<sup>nd</sup> Street, Bonifacio, Taguig City, represented in this act by its **CHIEF EXECUTIVE OFFICER VENUS R. NAVALTA**, hereinafter referred to as IPG Mediabrands.

**WITNESSETH:**

**WHEREAS**, CITEM is the export promotion arm of the Philippine Department of Trade and Industry (DTI);

**WHEREAS**, CITEM contributes to the DTI's export growth targets by marketing and promoting the Philippines as a reliable source of quality export products and services in the global market through trade fairs and missions and other export promotion programs;

**WHEREAS**, CITEM is committed to developing, nurturing, and promoting globally-competitive small and medium enterprises (SMEs), exporters, designers, and manufacturers by implementing an Integrated Approach to Export Marketing in partnership with other government and private entities;

**WHEREAS**, IPG Mediabrands is a marketing agency with ironclad experience, expertise, resources and vast network to deliver the project excellently;

**WHEREAS**, IPG Mediabrands is an agency with 10,500 marketing communication, media, and technology specialists in over 130 countries;

**WHEREAS**, the CITEM Bids and Awards Committee (CITEM-BAC) has conducted Negotiated Procurement in accordance with Section 53.6 Scientific Scholarly or Artistic Work, Exclusive Technology, and Media Services of RA 9184 to hire the services of IPG Mediabrands acting as media channel to implement and deliver the objectives of the development of the Digital Trade and Community Platform for Manila FAME;

**WHEREAS**, the CITEM-BAC awarded the contract to IPG MEDIABRANDS PHILIPPINES INC., having the highest point in the technical evaluation and has substantially complied with all the technical and legal documents required; and

**WHEREAS**, IPG Mediabrands is qualified to act based on their extensive background and experience as a company with international exposure for their work, thus, capable of delivering the requirements of services required for the development of the Digital Trade and Community Platform for Manila FAME;

**NOW, THEREFORE**, for and in consideration of the foregoing premises considered, the Parties hereby agree to the following stipulations and covenants:

**ARTICLE I. SCOPE OF WORK AND DELIVERABLES**

IPG Mediabrands shall:

Assign a Project Manager that shall be responsible for overseeing and managing the whole project from initial discussions to its successful delivery.

Provide on-site Search Engine Optimization (SEO) services for twelve months and submit a monthly report including a summary of activities, search traffic, search rankings, conversions, and recommended plan of actions.

Submit a monthly summary report of activities and status of the development of the project.

**UI/UX SCOPE OF WORK**

1. Provide inputs to the initial project sitemap, highlighting usability and navigational mobility;
2. Be responsible for gathering and evaluating user (CITEM stakeholders) requirements, in collaboration with the DTCP Project Team;
3. Create platform usage stories, user personas, and be able to illustrate design ideas using storyboards and process flows based on the initial project plan and sitemap;

4. Understand business metrics and be able to translate project goals and objectives into digital experiences;
5. Be adaptable to changes in the project requirements as agreed upon with the DTCP Project Team;
6. Create multiple user browsing experiences with a content management system and maintenance in mind;
7. Deliver an outstanding browsing experience through an intuitive and user-friendly website design; taking into consideration the diverse age range of users (20-35 yrs. old, 36-49 yrs. old, and 50-65 yrs. old);
8. Use the latest Bootstrap framework to build a mobile-first, responsive website;
9. Design an original graphic user interface (GUI) elements, like navigation, tabs, forms, widgets, search fields, forms, page buttons, and other necessary components;
10. Submit original page-by-page graphic designs, prototypes, and wireframes;
11. Conduct usability testing and submit an analytical assessment report to the DTCP Project Team;
12. Conduct Quality Assurance and submit a report and assessment of this activity to the CITEM Project Team; and
13. Conduct a usability workshop relevant to the DTCP.

## **UI/UX DELIVERABLES**

### **PHASE 1**

- Discussion with the CITEM Project Team about the project requirements and expected outputs;
- Project Assessment and Competitor Assessment: a pros and cons comparison of at least two competitors as defined by the CITEM Project Team, one each from local and international similar projects;

### **PHASE 2**

- Personas and UX user research reports:
  - User story and user profile;
  - Use case;
  - Storyboards; and
  - Survey.
- An information architecture;
- A sitemap;
- A hierarchical taxonomy;
- Experience Maps, User Journeys, and User Flow Diagram;

### **PHASE 3**

- A visual design direction or guide;
- Graphic User Interface Wireframe (50 pages);

### **PHASE 4**

- An interaction design;
- An interactive prototype;

### **PHASE 5**

- Conduct a usability testing and submit the usage analytics report;
- Conduct quality assurance and submit the report;
- A Style Guide and Specifications for Developers;
- Conduct a workshop for preselected CITEM employees;
- Technical and design specifications for the web developers; and,
- Digital documentation and copy of the scripts\*, stylesheets\*, fonts\*, images, and other elements used on the website.

Open-source scripts, stylesheets, and fonts must adhere to standards, have proper documentation, and have an active online community and support. If required, the UI&UX Designer Company must acquire the necessary licenses for the usage of products. Usage of licenses shall belong to CITEM upon turnover of the project.

## **I.T. SOLUTIONS SCOPE OF WORK**

1. Deliver an excellent, secured, and scalable web-based platform with the approved design;
2. Gather and evaluate CITEM stakeholders' requirements concerning the project, in collaboration with the DTCP Project Team;
3. Develop a mobile responsive and search-engine-optimized platform;
4. Strictly follow the graphic user interface wireframes and design direction by the UI/UX team;
5. Employ an agile workflow and be adaptable to changes in the project requirements as agreed upon with the DTCP Project Team;

6. Create a secure relational database management system structure with proper documentation for the project. This shall be in collaboration with the CITEM Systems Management and Development Team and the DTCP organizing committee;
7. Include proper inline comments in identifying and describing the functions of the codes or lines of code used in the platform;
8. Strictly avoid the following:
  - a) Destructive, crude, insulting, harassing, violent, sexual, or any other inappropriate language and visuals in the back and front-end;
  - b) Invisible texts, fields or pages;
  - c) Code injections;
  - d) Backlinks unknown to CITEM; and
  - e) Any non-standard, harmful, insecure, or destructive lines of code or scripts.
9. Do the maintenance in coordination with the DTCP Project Team within the first 365 calendar days after the successful launch of the website. A dedicated technical support team must be able to handle concerns of the DTCP Project Team during this period;
10. Documentation shall be turned over in both printed and electronic formats. For scripts and lines of code delivered electronically, all files shall be compatible formats agreed upon by both parties. Documentation shall include program flowcharts;
11. Maintain website back-ups and one set of the final materials provided for a term of 365 days upon completion, approval, and turnover;
12. Conduct Beta Testing to a group of users specified by the DTCP Project Team. The Beta Test checklist shall include, but not be limited to, the following areas:
  - a) Content (copies, typographical errors, popups, broken links, images, and others);
  - b) Search engine optimization and analytics
  - c) User experience and acceptance; and
  - d) Compatibility (web browsers, mobile devices, orientation, and others).
13. Provide a detailed assessment and report of the Beta Testing;
14. Conduct quality assurance of the output and submit the report to the DTCP Project Team; and
15. Conduct training for DTCP web administrators. Training shall equip the administrators the knowledge to maintain, troubleshoot, and update the platform going forward.

## **I.T. SOLUTIONS DELIVERABLES**

### **PHASE 1**

- Discussion with the DTCP Project Team about project requirements and expected outputs;
- Setup of staging and production server in the web hosting site specified by the DTCP Project Team;
- Installation of the content management system on the staging server;

### **PHASE 2**

- Website framework developed using a content management system based on the agreed sitemap and information architecture;
- Website design and layout that adhere to the style guide, wireframes, and prototypes provided by the DTCP Project Team;

### **PHASE 3**

- Website content development with copies, graphics, photos, and videos provided by the DTCP Project Team;
- Design a mobile responsive website;

### **PHASE 4**

- Stand-by scripts support for Salesforce API and other widget integrations;
- A scalable platform that can accommodate future website expansion for heavy traffic and e-commerce servicing;
- Search engine optimization of the website;
- Migrate the site from the staging server to the production server;

### **PHASE 5**

- Conduct a beta test assessment and submit the report;
- Conduct quality assurance and submit the report;
- Turnover of digital documentation and copy of the code, scripts, database design and structure, and other elements used on the website; and
- Training of CITEM-assigned web administrators.

## **ARTICLE II. CITEM'S RESPONSIBILITIES**

CITEM shall:

1. Assign the following to assist IPG Mediabrands:
  - a. CITEM Project Coordinators who shall perform all administrative requirements related to the program, such as but not limited to coordinating with IPG Mediabrands the requirements for the project, route the materials to be submitted by IPG Mediabrands to CITEM Management for approval, linking IPG Mediabrands and CITEM Management, and monitoring and following-up on the status of the development.
2. Provide adequate funding to effectively implement the development of the Digital Trade and Community Platform for Manila FAME.

**ARTICLE III. COST OF SERVICE AND MODE OF PAYMENT**

Professional Fee

For and in consideration of the services to be rendered, CITEM obligates to compensate IPG Mediabrands the amount of Four Million Three Hundred Thousand (Php 4,300,000.00), inclusive of all taxes, to cover the development and execution of the Digital Trade and Community Platform for Manila FAME.

Mode of Payment

The professional fee herein agreed upon shall be paid based on the schedule specified and upon compliance of the following:

<b>Payment*</b>	<b>Terms</b>	<b>Timetable</b>
30% of the awarded contract price	CITEM's acknowledgment of the completion and submission of <b>Phases 1, 2, 3, and 4 of UI/UX Deliverables</b> and SEO services with accompanying reports.  Deliverables must be delivered on or before the end of Month 3.  The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Phase 1 deliverable.	Month 1 to 3
20% of the awarded contract price	CITEM's acknowledgment of the completion and submission of <b>Phase 5 of UI/UX Deliverables and Phase 1 of I.T. Solutions Deliverables</b> and SEO services with accompanying reports.  The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Phase 2 deliverable.	Month 4
20% of the awarded contract price	CITEM's acknowledgment of the completion and submission of <b>Phase 2, 3, and 4 of I.T. Solutions Deliverables</b> and SEO services with accompanying reports.  The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Phase 3 deliverable.	Month 5 to 7
30% of the awarded contract price	CITEM's acknowledgment of the completion and submission of <b>Phase 5 of I.T. Solutions Deliverables</b> and SEO services with accompanying reports.  The release of payment shall be made upon the issuance of a certificate of	Month 8 to 12

	satisfactory completion of the SEO services and reports.	
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\*All Payments are VAT inclusive.

#### Report Writing

1. Submit Accomplishment Report/s to support payments to be made by CITEM; and
2. Submit a Terminal Report within one (1) month after the end of the engagement period (by 14 February 2021) without prejudice to the mode of payment thereof.

#### **ARTICLE IV. GENERAL GUIDELINES**

1. IPG Mediabrands acknowledges that all materials introduced and used for the development of the Digital Trade and Community Platform for Manila FAME shall remain exclusively for use and purpose by CITEM. Hence, IPG Mediabrands shall not do any act inconsistent with such usage and purpose.
2. IPG Mediabrands agrees to treat all data and information shared by CITEM as proprietary, and, therefore, the prohibition in disclosing such data and information to other clients and the online/offline public applies.
3. It is hereby agreed that this Contract of Professional Services does not concede any artistic or exploitation rights on the creations contained in the reference materials that are shared by IPG Mediabrands with CITEM and/or the companies concerned.
4. Copying, sharing, or distribution of all other works provided by IPG Mediabrands shall be prohibited unless, otherwise, permitted under existing rules and regulations.
5. IPG Mediabrands agrees that CITEM may enter into a separate agreement with companies on copyrights and develop personal collaborations between and among the companies.

#### **ARTICLE V. MISCELLANEOUS PROVISIONS**

1. This Contract of Professional Services shall take effect from 20 January 2020 and shall be valid until 19 January 2021 as set forth herein is fully complied by the Parties whichever comes later.
2. In the event that IPG Mediabrands fails to deliver any of the undertakings stated above without justifiable reasons, a percentage from the professional fee shall be deducted depending on the weight of the undertaking not delivered, by way of penalty, as stated in the Matrix of Valuation.
3. If IPG Mediabrands fails to deliver on time, a penalty of 1% of the awarded contract price shall be delivered for every five (5) working days of delay in delivery of services indicated in this Contract.

#### **4. GROUND FOR TERMINATION OF CONTRACTS**

##### **i. Termination for Default**

CITEM shall terminate a contract for default when any of the following conditions attend its implementation:

- a. Outside of force majeure, IPG Mediabrands fails to deliver or perform the outputs and deliverable within the period specified in the Contract of Professional Services or within any extension thereof granted by CITEM pursuant to a request made prior to the delay;
- b. As a result of force majeure, IPG Mediabrands is unable to deliver or perform a material portion of the outputs and deliverable for a period of not less than 10 calendar days after the receipt of notice from CITEM stating that the circumstance of force majeure is deemed to have ceased; or
- c. IPG Mediabrands fails to perform any other obligation under the Contract of Professional Service.

##### **ii. Termination for Convenience**

1. It is hereby agreed that CITEM may terminate the Contract of Professional Services, in whole or in part, at any time, for its convenience. If it has determined the existence of conditions that make project implementation economically, financially or technically impractical and/or unnecessary,

such as, but not limited to, fortuitous event/s or changes in the law, the agency's new directions, and national government policies.

In this event, payment of fees of services rendered shall be paid to IPG Mediabrands by CITEM.

2. That CITEM may terminate this agreement if IPG Mediabrands is in material breach of its obligations pursuant to the provisions of the contract and has not remedied the same within 30 calendar days following its receipt of CITEM's notice specifying such breach.
3. It is understood that the Parties have affirmed that the implication of this Contract of Professional Services shall be in accordance with government rules and regulations.
4. That both Parties shall exert both their efforts to achieve the objectives of this undertaking.
5. That should for any reason, or in any case, who finds this Contract of Professional Services inconsistent and in violation of any other applicable provisions of the law and the same does not invalidate all provisions of this agreement, the Parties to mutually find the best possible solution to achieve and accomplish the above-cited undertaking.
6. That should a conflict or disagreement be arising from the interpretation of this Contract of Professional Services; the Parties shall mutually agree to arrive at a reasonably amicable solution.
7. Both Parties shall not be held liable for failure to perform their undertaking if such failure is a result of extraordinary events or circumstances, such as force majeure or Acts of God.
8. That both Parties agree in all matters relating to this Agreement, whether during its subsistence or after its termination, and also in all matters concerning the provisions of this Contract.

**ARTICLE VI. AMENDMENTS**


Any amendments to the provisions, stipulations, and covenants of the parties shall only be valid if the same are made in writing, signed by the parties hereto and their witnesses, and duly acknowledged before a notary public.

IN TRUTH WHEREOF, the parties hereto hereunto set their hands this FEB 20 2020 day of \_\_\_\_\_ 2020. In \_\_\_\_\_

**CITY OF MANILA**

**IPG MEDIABRANDS PHILIPPINES INC.**

By:

  
 \_\_\_\_\_  
 Venus R. Navalta  
 Chief Executive Officer

**CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)**

By:

  
 \_\_\_\_\_  
 a PAULINA SUACO-JUAN  
 Executive Director 

**Signed in the presence of:**

  
 \_\_\_\_\_  
 Raymond S. Dizon  
 Managing Director, Reprise Philippines

  
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 ARTURO CRUZ DIMAANO  
 Department Manager III, CCSD 

  
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 MALERNA C. BUYAO  
 OIC, Controllership Division

