## Request for Quote/Proposal (RFQ/RFP)

<table>
<thead>
<tr>
<th>Commodity/Service Required</th>
<th>Service Provider for the Upgrade of Designated Entity Online Submission Portal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Procurement</td>
<td>Fixed-Price with Payment Milestones</td>
</tr>
<tr>
<td>Type of Contract</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>Term of Contract</td>
<td>180 calendar days</td>
</tr>
<tr>
<td>Contract Funding</td>
<td>United States Agency for International Development</td>
</tr>
<tr>
<td>This Procurement supports</td>
<td>Energy Secure Philippines</td>
</tr>
<tr>
<td>Submit Proposal to</td>
<td><a href="mailto:jvitan@energysecure.ph">jvitan@energysecure.ph</a></td>
</tr>
<tr>
<td>Date of Issue of RFP</td>
<td>October 13, 2023 (Philippine Standard Time)</td>
</tr>
<tr>
<td>Date Questions from Supplier Due</td>
<td>October 20, 2023 (Philippine Standard Time)</td>
</tr>
<tr>
<td>Date Proposal Due</td>
<td>October 27, 2023 (Philippine Standard Time)</td>
</tr>
<tr>
<td>Approximate Date Purchase Order Issued to Successful Bidder(s)</td>
<td>November 6-10, 2023 (Philippine Standard Time)</td>
</tr>
</tbody>
</table>

### Method of Submittal:

Respond via e-mail with attached document in MS Word / pdf format.
The Bidder/Seller agrees to hold the prices in its offer firm for 60 days from the date specified for the receipt of offers, unless another time is specified in the addendum of the RFP/RFQ.

| Solicitation Number | ESP-RFQP-2023-321 |

### Attachments to RFP:

1. Attachment “A” – Commodity Specifications
2. Attachment “B” – Instructions to Bidders/Sellers
3. All PO Terms and Conditions are listed on our website at: [https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf](https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf), [http://www.rti.org/files/PO_FAR_Clauses.pdf](http://www.rti.org/files/PO_FAR_Clauses.pdf) or for commercial items: [http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf](http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf) (hereinafter the “Terms”). Supplier’s delivery of products, performance of services, or issuance of invoices in connection with this purchase order establishes Supplier’s agreement to the Terms. The Terms may only be modified in writing signed by both parties.

All bidders/sellers are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.

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Attachment A
Commodity Specifications or Statement of Work

Statement of Work

Indicate a description of the activity/service that is expected from the supplier. Provide product specifications or service expectations (both if applicable). Include deliverables, timelines, and any special terms and conditions.

Description of Activity/Service:

BACKGROUND

In 2021, the Department of Energy (DOE) Energy Management Utilization Bureau (EUMB) identified the online platform as a priority activity that USAID ESP could support. The development of the online platform, which was then called Energy Management Portal, presently more commonly known as online submission portal for designated establishments (DEs), would provide DOE with concrete basis of the actual energy demand and utilization of the energy-intensive users from the commercial, industrial and transportation sectors, how they vary over time, the sectoral use and type of energy usage and sources, their location, among other things, and whether energy use are managed efficiently. These would form part of the basis for DOE to formulate policy directions/strategies and programs to better manage, meet, and match the energy demand of the more energy-intensive sectors.

The passage of the Energy Efficiency and Conservation (EEC) Act in April 2019, and its Implementing Rules and Regulations (IRR), set forth DOE’s energy data collection mechanism for the Designated Entities (DE), and subsequently monitor and evaluate their progress towards EE targets/commitments.

On April 21, 2023, the improved DE online submission portal went live with enhanced User and Administrative interfaces and functionalities. It facilitated easier DE registration, and energy utilization and management reports encoding/updating/uploading/submission. Subsequently, the energy database or the repository of all DE energy report submissions continued to get populated and made robust. It facilitated reports generation for DOE and helped identify the need for further upgrading of the portal to gather not only more comprehensive but also granular energy utilization and management information from the demand side.

DOE EUMB on August 17, 2023, with support from USAID ESP Activity, held cross-sectoral hybrid public consultation to present the draft Department Circulars (DC) that focus on the reclassification of DEs into commercial, industrial and transportation sectors, adjustments of their respective thresholds (or typologies and the allied EE practitioner/s required), and provision of compliance guidelines pursuant to the EEC
Act, including but not limited to the submission of annual energy consumption (on a monthly basis), identification and assignment of EE practitioners, submission of energy audit reports every three years, implementation of EEC interventions, and integration of energy management system.

In the said DCs, specific provisions for the industrial sector were articulated such that electric cooperatives (ECs) and distribution utilities (DUs) shall submit the “List of Establishments” to DOE through the Electric Power Management Bureau (EPIMB) pursuant to DOE DC2012-03-0003 while those for the transportation sector, oil refiners, bulk distributors, bunker traders, and marketers shall submit the “List of Establishments” to DOE through the Oil Industry Management Bureau (OIMB) pursuant to DOE DC2021-09-0029.

Considering that energy efficiency and conservation presents opportunities in support of the government's thrust for energy security, reliability, and independence, there is a need to develop an upgraded and comprehensive version of the DE portal. The new dynamic version of the DE Portal will have much improved components, functions and features that would facilitate faster and easier compliance by DEs compliance to the submission of the mandated energy reports with all the granular details, and enable DOE to establish a robust energy database, monitoring and evaluation framework, and evaluate progress towards energy management practices and EEC targets. The support of ESP to DOE is consistent with its mandate to promote advanced energy sources and systems to contribute to a more secure and resilient energy sector.

The Service Provider will be solely responsible for the solution's performance and will be the sole point of contact for DOE regarding contractual matters. This engagement includes all components of the Portal. It is expected that the Service Provider will provide the design, implementation, ongoing system operation, training, maintenance, and other services described.

Product or Service Expectations (both if applicable):

**OBJECTIVES**

To provide technical and creative expertise to create, manage, and upgrade the DE Portal.

To develop an online application system that under the DOE proposed compliance guidelines with the DE reclassification and typology adjustments for the DE registration, encoding/updating/uploading/submitting the profile and mandated energy reports, processing of incentives availment, and integrating additional modules, components and functions and features including the desired flexibility that are essential and consistent with the implementation of R.A. No. 11284 or EEC Act, its IRR, and all the subsequent DCs and issuances.
To design a scalable, reliable, and secure cloud application in terms of database, internet bandwidth, and flexible modules for expansion.

To provide real-time administrative and management functions, including but not limited to energy utilization, data analytics, EEC targets, progress towards achieving EEC/energy management goals, and identification of areas to focus EEC/energy management plans and programs.

To develop application protocol compliant with the Data Privacy Commission and Payment Card Industry Data Security Standard (PCI DSS).

To design and deliver a Secure Sockets Layer (SSL) that is a standard security technology for establishing an encrypted link between a server and a client or a mail server and a mail client. This will allow sensitive information, DE information, energy data, contact details and login credentials to be securely transmitted.

To ensure smooth implementation, real-time troubleshooting, and maintenance support for the Portal, and to collaborate with the team (i.e., ESP Activity, DOE EUMB, ITMS and other key stakeholders), serve as a resource for problem analysis and solution.

SCOPE OF WORK

The upgraded version of the DE Portal will facilitate ease in the online submission by the concerned DE of the mandated energy reports under the EEC Act, create the positive DE experience in its use of the Portal which will in effect boost the rate of reportorial requirement compliance subsequently making the web Portal data rich. Hence, the provision of a more credible and robust energy utilization and management information to DOE and its energy stakeholders.

This application will be accessible from various client devices such as laptops, tablets, or smart phones, through a web browser. Management of the underlying digital infrastructure, including network, servers, operating systems, and storage will be outsourced to a hosting provider, while management of the application will fall under the purview of the DOE.

The work of the Service Provider will start with the presentation of his assessment/findings of the current DE Online Submission Portal. Then it will be followed by his presentation of the formulated Systems Analysis, Design and Requirements with the following major components:

a. Design Application Process Model based on the work components.

b. Develop wireframes (or design templates) that will enable the user to register, submit online the reportorial requirements, and code, develop interactive features, computation algorithms as needed for each module listed below:

A. DE User Module

   A. Creation of User Account and Profile Management
B. Creation of the DE User Profile
C. Submission of Annual Energy Consumption Reports (AEUR), Annual Energy and Conservation Reports (AEECR) and Energy Audit Reports
D. Conditional Rules and Requirements of the System
E. Report Generation
F. User Dashboard
G. Customer Care/Help Desk/FAQ which include the features of artificial intelligence (AI)
H. Other Tasks

B. DE Admin User Module
   A. The DE Admin (DOE EUMB) shall be provided a counterpart on all functionalities under the User Module. This shall also include providing support and assistance to users in navigating the system, resolving issues, and answering inquiries related to the User Module.
   B. The major functions of the DE Admin User Module include:
      • Facilitate the creation and management of user accounts.
      • Oversee and manage user profiles.
      • Address user inquiries and provide support.
      • Provide tools for troubleshooting and resolving issues that users may encounter.
      • Generate system reports and analytics.
      • Flexibility to add, change, delete, modify and/or edit parameters to adapt to the changing industry condition

C. Dashboard, Data Analytics and Visualization Module
   A. Dashboard (Public Facing, Users and Administrators)
   B. Data Analytics and Visualization

D. Public Facing Page
   A. General information on the demand side, including the aggregated energy demand, sectoral breakdown, historical consumption, equivalent greenhouse gas (GHG) emissions/reductions, and others.

   Systems Development and Deployment using the latest software technologies and version preferably Open-Source Technologies.

   Systems Testing and Debugging including Users’ Acceptance Testing

   System Adoption and Completion
Capacity Building for Users and Administrators (DOE EUMB and ITMS, among others)

1-Year Maintenance and Support including provision of Cloud Subscription

SERVICE PROVIDER (SP) QUALIFICATIONS

Must be in the business relevant to the Project (i.e., Application Systems Development and Integration of Information Systems) for a minimum period of five (5) years or equivalent.

Must have at least two (2) relevant/similar project implementation for an Online Web based Application System (e.g., Online Payment/Online Registration/Online Certification) within the last five (5) years.

The SP must ensure that their proposed staff/team are clearly showing the relevant skills and work experience that are commensurate with the project requirements. Below is the list of relevant skills of manpower requirements:

- Strong background in Information Technology
- Experience

Proposed Project Team composition
Deliverables, Timelines, Special Terms and Conditions:

<table>
<thead>
<tr>
<th>Activity #</th>
<th>Scope of Works</th>
<th>Deliverables</th>
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<tbody>
<tr>
<td><strong>DE User Module</strong></td>
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</table>
| A.         | Systems Analysis and Design with reference to the existing DE Online Submission Portal in consideration with the prevailing policies under the EEC Act | • Inception report, including  
  o Systems Analysis Report  
  o Systems Design (wireframe or other related instruments)  
  o Approval by DOE EUMB |
| B.         | Systems Development and Deployment                                                   | • Upgraded DE Online Submission Portal. This includes improved DE User Module, Report Generation, User Dashboard, Customer Care/CMS/Help Desk, DE Admin User Module, Data Analytics and Visualization Module |
| 1.         | Development of System Training modules and documentations                            | • Training Modules Materials  
  • User Manual  
  • System Admin Manual  
  • Technical Documentation  
  • Terminal Report |
| 2.         | Conduct of training for capacity building for the end-users (DEs0, system administrators (DOE) and ITMS (DOE) | • End-Users and System Administrators’ Training  
  • Technical Training |
| 3.         | User Acceptance Testing                                                              | • UAT Acceptance Report  
  • Updated Systems |
| 4.         | Resolutions of Problems Encountered                                                   |                                                                                                                                             |
| 5.         | Provision of Cloud Subscription and Maintenance and Support                           | • 1-Year Cloud Subscription and Maintenance and Support |
| 6.         | Final Acceptance                                                                    | • Turnover of Source Code and documentation  
  • Certificate of Final Acceptance from DOE |

**Note:** Schedule is for concurrence of the End User or EU (DOE EUMB). It is expected that the EU will provide timely feedback/approval as agreed in order to avoid the extension of the deadline (with corresponding cost implication).

**Pricing**

Attachment A
RFQ Template v7, December 2020
<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity to be Purchased</th>
<th>Description of Preferred Commodity or Services Specifications</th>
<th>Unit of Measure</th>
<th>Unit Fixed Price (Each)</th>
<th>Total Fixed Price (Each)</th>
<th>Lead Time Availability (Number of Days)</th>
</tr>
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<tbody>
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<td>1</td>
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**Total Value**

By signing this attachment, the bidder confirms he has a complete understanding of the specifications and fully intends to deliver items that comply with the above listed specifications.

Signature: 
Title: 
Date: 
Attachment “B”
Instructions to Bidders/Sellers

1. **Procurement Narrative Description**: The Buyer (RTI) intends to purchase commodities and/or services identified in Attachment A. The Buyer intends to purchase the quantities (for commodities) and/or services (based on deliverables identified in a Statement of Work). The term of the Ordering Agreement shall be from Award Date to the Delivery date of the Offeror unless extended by mutual agreement of the parties. The Buyer intends to award to a single “approved” supplier based on conformance to the listed specifications, the ability to service this contract, and selling price. We reserve the right to award to more than one bidder. If an Ordering Agreement is established as a result of this RFQ/RFP, supplier understands that quantities indicated in the specifications (Attachment A) are an estimate only and RTI does not guarantee the purchase quantity of any item listed.

2. **Procuring Activity**: This procurement will be made by Research Triangle Institute (RTI International), located at

<table>
<thead>
<tr>
<th>RTI International</th>
</tr>
</thead>
<tbody>
<tr>
<td>USAID ESP Activity, 1409&amp;1410 One Park Drive, 9th Ave cor 11th Drive, BGC, Taguig City</td>
</tr>
</tbody>
</table>

(insert full address of the office)

who has a purchase requirement in support of a project funded by

| USAID Philippines |

(insert client’s name)

RTI shall award the initial quantities and/or services and any option quantities (if exercised by RTI) to Seller by a properly executed Purchase Order as set forth within the terms of this properly executed agreement.

3. **Proposal Requirements**. All Sellers will submit a quote/proposal which contains offers for all items and options included in this RFQ/RFP. All information presented in the Sellers quote/proposal will be considered during RTI’s evaluation. Failure to submit the information required in this RFQ/RFP may result in Seller’s offer being deemed non-responsive. Sellers are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach RTI’s office designated in the RFQ/RFP by the time and date specified in the RFQ/RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFQ/RFP after the exact time specified for receipt of offers is “late” and may not be considered at the discretion of the RTI Procurement Officer. The Seller’s proposal shall include the following:

(a) The solicitation number:

(b) The date and time submitted:

(c) The name, address, and telephone number of the seller (bidder) and authorized signature of same:

(d) Validity period of Quote:
(e) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.

(f) If RTI informs Seller that the Commodity is intended for export and the Commodity is not classified for export under Export Classification Control Number (ECCN) “EAR99” of the U.S. Department of Commerce Export Administration Regulations (EAR), then Seller must provide RTI the correct ECCN and the name of Seller’s representative responsible for Trade Compliance who can confirm the export classification.

(g) Lead Time Availability of the Commodity/Service.

(h) Terms of warranty describing what and how the warranties will be serviced.

(i) Special pricing instructions: Price and any discount terms or special requirements or terms (special note: pricing must include guaranteed firm fixed prices for items requested).

(j) Payment address or instructions (if different from mailing address)

(k) Acknowledgment of solicitation amendments (if any)

(l) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including points of contact with telephone numbers, and other relevant information)

(m) Special Note: The Seller, by his response to this RFQ/RFP and accompanying signatures, confirms that the terms and conditions associated with this RFQ/RFP document have been agreed to and all of its attachments have been carefully read and understood and all related questions answered.

4. **Forms:** Sellers (potential bidders or suppliers) must record their pricing utilizing the format found on Attachment “A”. Sellers must sign the single hardcopy submitted and send to address listed on the cover page of this RFQ/RFP.

5. **Questions Concerning the Procurement.** All questions in regards to this RFQ/RFP to be directed to

   Jan Ranizen F. Vitan

   (insert name of procurement officer)

   at this email address:

   jvitan@energysecure.ph

   (insert email address of the procurement officer).

   The cut-off date for questions is (insert date).

   October 20, 2023

6. **Notifications and Deliveries:** Time is of the essence for this procurement. Seller shall deliver
the items or services no later than the dates set forth in the contract that will be agreed by both parties as a result of this RFQ/RFP. The Seller shall immediately contact the Buyer’s Procurement Officer if the specifications, availability, or the delivery schedule(s) changes. Exceptional delays will result in financial penalties being imposed on the Seller.

7. Documentation: The following documents will be required for payment for each item:
   (a) A detailed invoice listing Purchase Order Number, Bank information with wiring instructions (when applicable)
   (b) Packing List
   (c) All relevant product/service documentation (manuals, warranty doc, certificate of analysis, etc.)

8. Payment Terms: Refer to RTI purchase order terms and conditions found in https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf, http://www.rti.org/files/PO_FAR_Clauses.pdf, or http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf. Payment can be made via wire transfer or other acceptable form. Sellers may propose alternative payment terms and they will be considered in the evaluation process.

9. Alternative Proposals: Sellers are permitted to offer “alternatives” should they not be able to meet the listed requirements. Any alternative proposals shall still satisfy the minimum requirements set forth in Attachment A Specifications.

10. Inspection Process: Each item shall be inspected prior to final acceptance of the item. All significant discrepancies, shortages, and/or faults must be satisfactorily corrected and satisfactorily documented prior to delivery and release of payment.

11. Evaluation and Award Process: The RTI Procurement Officer will award an agreement contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the RFQ/RFP will be most advantageous to RTI, price and other factors considered. The award will be made to the Seller representing the best value to the project and to RTI. For the purpose of this RFQ/RFP, price, delivery, technical and past performance are of equal importance for the purposes of evaluating, and selecting the “best value” awardee. RTI intends to evaluate offers and award an Agreement without discussions with Sellers. Therefore, the Seller’s initial offer should contain the Seller’s best terms from a price and technical standpoint. However, RTI reserves the right to conduct discussions if later determined by the RTI Procurement Officer to be necessary.

The evaluation factors will be comprised of the following criteria:
   (a) **PRICE (30%)**: Lowest evaluated ceiling price (inclusive of option quantities).
   (b) **DELIVERY (20%)**: Seller provides the most advantageous delivery schedule.
   (c) **TECHNICAL (40%)**: Items/Services shall satisfy or exceed the specifications described in RFQ/RFP Attachment A.
   (d) **PAST PERFORMANCE (10%)**: Seller can demonstrate his/her capability and resources to provide the items/services requested in this solicitation in a timely and responsive manner.

12. Award Notice. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful supplier within the time acceptance specified in the offer, shall
result in a binding contract without further action by either party.

13. **Validity of Offer.** This RFP in no way obligates RTI to make an award, nor does it commit RTI to pay any costs incurred by the Seller in the preparation and submission of a proposal or amendments to a proposal. Your proposal shall be considered valid for 60 days after submission.

14. **Representations and Certifications.** Winning suppliers under a US Federal Contract are required to complete and sign as part of your offer RTI Representations and Certifications for values over $10,000.

15. **Anti-Kick Back Act of 1986.** Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI’s Ethics Hotline at 1-877-212-7220 or by sending an e-mail to ethics@rti.org. You may report a suspected violation anonymously.

16. **The John S. McCain National Defense Authorization Act for fiscal year 2019 - section 889.** RTI cannot use any equipment or services from specific companies, or their subsidiaries and affiliates, including Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (“Covered Technology”). In response to this request for proposal, please do not provide a quote which includes any Covered Technology. Any quote which includes Covered Technology will be deemed non-responsive. Additionally, if the United States Government is the source of funds for this RFP, the resulting Supplier shall not provide any equipment, system, or service that uses Covered Technology as a substantial or essential component

**Acceptance:**

Seller agrees, as evidenced by signature below, that the seller’s completed and signed solicitation, seller’s proposal including all required submissions and the negotiated terms contained herein, constitute the entire agreement for the services described herein.

By: *(Seller Company Name)*

Signature: __________________________________________________________

Title: ___________________________________________________________

Date: ___________________________________________________________