# Request for Quote/Proposal (RFQ/RFP)

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<thead>
<tr>
<th>Commodity/Service Required:</th>
<th>Consulting Firm for Financing Transmission Projects</th>
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<tbody>
<tr>
<td>Type of Procurement:</td>
<td>One-Off Purchase Agreement</td>
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<tr>
<td>Type of Contract:</td>
<td>Fixed Price</td>
</tr>
<tr>
<td>Term of Contract:</td>
<td>8 months</td>
</tr>
<tr>
<td>Contract Funding:</td>
<td>USAID</td>
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<tr>
<td>This Procurement supports:</td>
<td>USAID – Energy Secure Philippines Activity</td>
</tr>
<tr>
<td>Submit Proposal to:</td>
<td>Jan Ranizen F. Vitan</td>
</tr>
<tr>
<td></td>
<td>Grants and Procurement Analyst, ESP</td>
</tr>
<tr>
<td></td>
<td>RTI International</td>
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<tr>
<td></td>
<td><a href="mailto:jvitan@energysecure.ph">jvitan@energysecure.ph</a></td>
</tr>
<tr>
<td>Date of Issue of RFP:</td>
<td>September 25, 2023</td>
</tr>
<tr>
<td>Date Questions from Supplier Due:</td>
<td>October 11, 2023</td>
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<td></td>
<td>Send your questions to:</td>
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<td><a href="mailto:jvitan@energysecure.ph">jvitan@energysecure.ph</a></td>
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<tr>
<td>Date Proposal Due:</td>
<td>October 20, 2023</td>
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<td></td>
<td>(Extended until October 27, 2023)</td>
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<tr>
<td></td>
<td>not later than 5:00 PM Manila time</td>
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<tr>
<td>Approximate Date Purchase Order Issued to Successful Bidder(s):</td>
<td>November 16 to 23, 2023</td>
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**Method of Submittal:**

**Email to:** jvitan@energysecure.ph

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 **90 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-RFQ_P-2023-283

**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 forth at:
   - [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.
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:

The Government of the Philippines wishes to accelerate the transition of the Philippines electricity system towards greater reliance on non-polluting and renewable energy sources. Existing transmission lines are inadequate, and expansion projects with system impact studies are delayed. Importantly, the locations where renewable electricity is best generated differ materially from the optimal location of the conventional thermal generation. As in many other countries, this means that such transition will require a significant re-shaping of the country’s electricity transmission system, as well as additional investment in transmission capacity.

The Department of Energy is concerned that the current concession contract with the National Grid Corporation of the Philippines (NGCP)—which was developed in the expectation of steady expansion of the transmission system rather than fundamental energy transition in which transmission plays a more complex role—will not provide a reliable basis for the necessary development. The potential issues involve elements of the concession contract, the regulatory framework, the NGCP’s capabilities, and the consequent cost impact on consumers.

The Department of Energy (DOE) notes that other countries undergoing similar re-shaping of their transmission networks to support energy transition have developed new institutional solutions to address the types of constraints that are also being seen in the Philippines. For example, in Australia, the State of New South Wales has established a new energy planning authority, which works alongside the existing transmission operator to plan Renewable Energy Zones (REZ) and to bid contracts to private operators to develop transmission facilities for such zones. REZ transmission infrastructure is then interconnected with the State Grid. There are examples of other jurisdictions which have established transmission planning and procurement agencies which operate at arms-length but in coordination with the regulated transmission network service providers.

The Department of Energy wishes to explore institutional, private sector participation (PSP), and financial structuring options which would allow it to:

- Develop a plan for the enhancements of the transmission network which cannot be accommodated within the terms of the NGCP concession;
- Procure such additional projects through, among others, competitive PSP contracts, with transmission projects bundled so as to maximize market competition and construction efficiency;
- Ensure efficient on-going integration and interconnection between the “core” grid being
developed by NGCP and the additional projects required for energy transition.

Product or Service Expectations (both if applicable):
The Department of Energy, in partnership with USAID ESP, wishes to engage a Consulting Firm with international experience in transmission PSPs and in coordination between regulated and PSP transmission elements to undertake the following work:

- Review the NGCP Concession Agreement (CA) with the ERC Amended Rules for Setting the Transmission Wheeling Rates (RTWR), to identify the parameters, limitations and conditions governing the expansion of the transmission system by NGCP, TRANSCO and/or other parties, as the case may be;
- Identify changes, as needed, to the CA and/or the RTWR to enable the planning, procurement and construction of transmission projects via PSP for interconnection to the existing Grid;
- Develop a structure for planning and preparation of transmission projects to be interconnected to the existing Grid, including the regulatory framework/approvals for the revenue requirement as well as verification of efficiency and feasibility of the proposed project(s);
- Identify the roles and functions for NGCP, ERC, DOE, TRANSCO, [NEDA], [DOF] and any other relevant authority for the approval and implementation of the proposed project(s);
- Develop options for a model PSP contract (or contracts) through which such transmission projects to be connected to the existing Grid could be procured, which would ensure efficient risk allocation and interconnection with the existing Grid;
- Develop an implementation strategy and a transition plan, including a financial structure and, as necessary, regulatory framework that would result in spreading the cost of the transmission facilities over a longer period of time to avoid steep increases in transmission costs in the near-term, and to allocate the cost obligation across generations of customers that would benefit from these facilities.

The program will need to be legally robust so as to stand scrutiny from stakeholders and avoid any legal conflicts. It will also need to be fair to all stakeholders so as to be voluntarily accepted and be in line with relevant policies and regulations, such as the terms of the NGCP franchise, the CA between NGCP and PSALM/TRANSCO, ERC RTWR and policy, DOE and DOF policies, and NEDA procurement rules, etc.

Deliverables, Timelines, Special Terms and Conditions:

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<tr>
<th>Milestones (Activities, Outputs, Deliverables)</th>
<th>Timelines (weeks from contract effectivity T = 0)</th>
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<tbody>
<tr>
<td>Contract Effectivity</td>
<td>Upon signing of the subcontract</td>
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<td>Mobilization of Team</td>
<td>One week after award</td>
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<td>Due Diligence and Data-gathering</td>
<td>Within six (6) weeks upon award</td>
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Inception Meeting / Present Workplan* | Within four (4) weeks upon award
---|---
Submit Preliminary Report* | Within twelve (12) weeks upon award
Present Preliminary Report to DOE and ERC | Within thirteen (13) weeks upon award
Revise Report Based on DOE and ERC feedback | Within fourteen (14) weeks upon award
Workshops to socialize Report with other stakeholders | Within seventeen (17) weeks upon award
Revise Report Based on Feedback from stakeholders* | Within nineteen (19) weeks upon award
Present Revised Report to DOE and ERC | Within twenty (20) weeks upon award
Revise Report and schedule second round of workshops | Within twenty-one (21) weeks upon award
Workshops to present Revised Report to stakeholders* | Within twenty-four (24) weeks upon award
Finalize Report based on feedback from stakeholders | Within twenty-six (26) weeks upon award
Submit Final Report to DOE and ERC* | Within twenty-seven (27) weeks upon award

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<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 for delivery after the contract is signed)</th>
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<td>VAT Tax</td>
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<td>Total Value</td>
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Additional Information for Delivery Schedule:
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

   RTI International c/o USAID Energy Secure Philippines Activity  
   Unit 1409&1410, One Park Drive, 9th Ave. cor 11th Drive, BGC, Taguig City  
   (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

<table>
<thead>
<tr>
<th>Jan Ranizen F. Vitan, Grants and Procurement Analyst</th>
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<tbody>
<tr>
<td>(<em>insert name of procurement officer)</em></td>
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</tbody>
</table>

at this email address:

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<thead>
<tr>
<th><a href="mailto:jvitan@energysecure.ph">jvitan@energysecure.ph</a></th>
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</thead>
<tbody>
<tr>
<td>(<em>insert email address of the procurement officer)</em></td>
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</table>

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

<table>
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<tr>
<th>Friday, October 6, 2023</th>
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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.)


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**: Lowest evaluated ceiling price (inclusive of option quantities).
   (b) **DELIVERY**: Seller provides the most advantageous delivery schedule.
   (c) **TECHNICAL**: Items/Services shall satisfy or exceed the specifications described in RFQ/RFP Attachment A.
   (d) **PAST PERFORMANCE**: Seller can demonstrate his/her capability and resources to provide the items/services requested in this solicitation in a timely and responsive manner.
   (e) **OTHER EVALUATION CRITERIA**.
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 90 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: __________________________