

Request for Quote/Proposal (RFQ/RFP)

Commodity/Service Required:	Consulting Firm for the Development of a Supply Procurement and Governance Toolkit
Type of Procurement:	One-Off Purchase Agreement
Type of Contract:	Fixed Price
Term of Contract:	6 months
Contract Funding:	USAID
This Procurement supports:	USAID – Energy Secure Philippines Activity
Submit Proposal to:	Jan Ranizen F. Vitan Grants and Procurement Analyst, ESP RTI International jvitan@energysecure.ph
Date of Issue of RFP:	March 18, 2024
Date Questions from Supplier Due:	Extended until April 8, 2024 March 25, 2024
Date Proposal Due:	Extended until April 15, 2024 April 1, 2024 (Manila, PH Standard Time)
Approximate Date Purchase Order Issued to Successful Bidder(s):	April 15-19, 2024

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-RFQP-2024-078

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:
<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 for commercial items:
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.



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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 Consulting Firm will develop a Power Supply Procurement and Governance Toolkit that will serve as an information portal and self- help and assessment tool.

The Power Supply Procurement and Governance Toolkit will show, step-by-step, the information and tools needed for the procurement and implementation of PSAs, including the processes and requirements, as well as the policy and regulatory policies, and governance information relevant to it. It will provide self-assessment page and links to pertinent regulatory frameworks.

The toolkit will provide comprehensive guidance to anyone with interest in the procurement and implementation of power supply for the captive market in the energy sector of the country – be they distribution utilities (DUs), power suppliers, consumers, or the public, in general.

The toolkit should be user friendly and should cater to all types of audience.

Product or Service Expectations (both if applicable):

The Consulting Firm will be responsible for creating a comprehensive toolkit that will cover the following:

- a. Welcome page to the Power Supply Procurement and Implementation Toolkit
- b. General Overview on Power Sector
- c. Essential Considerations to the Procurement of Power Supply
 - i. Power Supply Planning
 - ii. Distribution Development Plan
 - iii. Power Supply Procurement Plan
 - iv. Pre-requisites
- d. The Competitive Selection Process (CSP) Processes (providing the step-by-step process (from power supply procurement planning to the creation of an “independent” Bids and Awards Committee (BAC) and Technical Working Group (TWG) (should BAC opt to create one), to procurement procedures, up to the determination of the winning bidder and execution of the PSA).

This manual must also provide a guide on how the DUs should be able to supply electricity in the least cost manner especially in long-term contracts. Such guide must

include (a) the computation of the lowest calculated responsive bid (LCRB), taking into account relevant considerations (e.g., technology and age of the plant, term of the contract); (b) optimization of energy mix; (c) availing of other ways to reduce the cost of the retail rates (e.g., Net-Metering Program and Distributed Energy Resource (DER), Lifeline Rate for Qualified End- Users, Green Energy Auction);

This manual must be user-friendly and have informative content, including legal and technical requirements, templated forms and documents, infographics, explanatory notes, and exercises and training materials, to assist users in the practical application of the said Resolution;

e. Governance

This section will guide the DUs and their suppliers in the filing of their PSA before the ERC. This will include the pre-filing and filing process, including the quasi-legislative process at the ERC, pursuant to the pertinent DOE policies and rules of the ERC, including its internal rules.

This section will also provide links to regulatory frameworks and guidelines, supported by summaries or synopsis for easy reference.

It will be instructive for this section to have a page whereby the users can have a digital checklist which they can use to assess the compliance standing.

Post-PSA award governance and regulatory rules will also be included in a separate page. This section should also allow the regulated entity to assess their level of compliance with the regulatory frameworks and offer information on regulatory liabilities in case of failure to comply.

This manual must be user-friendly and must contain a comprehensive flowchart of the whole process of evaluating the PSA Application. The flowchart must start from the pre-filing of the application until the final approval or dismissal of the same. Informative content, including legal and technical requirements, templated forms and documents, infographics, explanatory notes, and exercises and training materials are likewise expected;

f. Risk Classification

Develop a system that will enable the users, both from the regulatory body and the stakeholders, to determine the risk classification of a PSA, taking into account the type of the contract, its contract term, the type of technology used, the age of the plant, and the rate benchmarking/comparison, and rate impact among other considerations.

This system must include a scoring system that will guide the users on how to classify their contracts (e.g., 70 and below = high risk; 71-85 = medium risk; 86 to 100 = low risk).

The risk classification will then help the stakeholders to predict whether their contracts will be provisionally approved, for purposes of implementing their PSAs.

Informative content, including legal and technical requirements, templated forms and documents, infographics, explanatory notes, and exercises and training materials are also expected;

g. Blacklisting Mechanism for DUs

Develop a blacklisting mechanism that the DUs may use as a reference/guide to adopt their own internal blacklisting procedure.

The Consultant must endeavor to formulate a blacklisting mechanism based on the best practices in other jurisdictions or other relevant industries, without prejudice to ERC Resolution No. 16, Series of 2023.

Informative content, including legal and technical requirements, templated forms and documents, infographics, explanatory notes, and exercises and training materials are likewise expected.

h. Other best practices that can be implemented, provided that these are not inconsistent with EPIRA, DOE Circular No. DC2023-06-0021, ERC Resolution No. 16, Series of 2023, and other pertinent rules and regulations.

Deliverables, Timelines, Special Terms and Conditions:

Expected Outputs:

1. Inception report
2. Monthly progress report
3. Initial draft toolkit
4. Final toolkit

Deliverables and Timelines

The main output will be the PSA toolkit. In the implementation of the project, the Consultant shall submit to ERC for validation and approval of the deliverables/milestones of each activity, following the schedule below:

Delivery of Work Plan (inception report)	Within 30 days from receipt of NTP
Initial draft toolkit	Within four (4) months from receipt of NTP
Final toolkit	Within six (6) months from receipt of NTP

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Monthly report on the progress of the consultancy works relative to the above-defined tasks.	Every end of month from NTP
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Pricing

Item #	Quantity to be Purchased	Description of Preferred Commodity or Services Specifications	Unit of Measure	Unit Fixed Price (Each)	Total Fixed Price (Each)	Lead Time Availability (Number of days for delivery after the contract is signed)
1						
2						
3						
4						
5						
		VAT Tax				
Total Value						

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:

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- (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. Vitán, Grants and Procurement Analyst

(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)*.

April 8, 2024 (Manila, PH Standard Time)

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 of 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](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**. 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**.

Warranty and Payment Terms

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: