



Request for Quote/Proposal (RFQ/RFP)

Commodity/Service Required:	Consultancy Services for the Amendment of the Advanced Metering Infrastructure (AMI) Rules
Type of Procurement:	Fixed-Price with Payment Milestones
Type of Contract:	Purchase Order
Term of Contract:	The project shall be completed within one year commencing from the date of the award to the Consultant/Consulting Firm. An Inception report shall be submitted by the successful bidder within fifteen (15) days from award date. The final outputs are divided into two major deliverables: a) draft Amendment of the AMI Rules, and b) Pilot demonstration on the use of advanced metering that will support aggregation of household (HH) consumption under the full retail competition. The draft Amended AMI rules shall be submitted at the end of one hundred eighty (180) days; the pilot demonstration of HH metering within a year from award date complete with evidence-based results. Except specifically provided in the Terms of Reference or Contract, the Consultant/Consulting Firm shall be released from its commitment to the contract not more than fourteen (14) days upon acceptance of the final outputs by ERC.
Contract Funding:	United States Agency for International Development
This Procurement supports:	Energy Secure Philippines
Submit Proposal to:	Jan Ranizen F. Vitán jvitan@energysecure.ph
Date of Issue of RFP:	August 04, 2021
Date Questions from Supplier Due:	September 24, 2021 (Extended until October 08, 2021)
Date Proposal Due:	September 06, 2021 (Extended until October 08, 2021)
Approximate Date Purchase Order Issued to Successful Bidder(s):	October 22, 2021

RTI International is a trade name of Research Triangle Institute. RTI and the RTI logo are U.S. registered trademarks of Research Triangle Institute.



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-RFP-2021-062

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>,
[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.

RTI International is a trade name of Research Triangle Institute. RTI and the RTI logo are U.S. registered trademarks of Research Triangle Institute.

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 Consultant/Consulting Firm for this engagement is intended to develop, review, and update AMI Rules to make sure that it is updated and aligned with the following considerations:

- New technological advancements in AMI systems which includes basic components such as Smart meters, Data Collectors, Communications Platform, Head-end system or Meter Data Collection System, and Meter Data Management System.
- Adopt to the industry's best practices which will fully maximize the benefits and potentials of these new technologies.
- Changing electricity market and consumer demands due to retail market developments in the power industry.
- Harmonize with the existing and new rules and regulations that have been adopted, approved, and promulgated by the Energy Regulatory Commission, as well as the newly enacted laws in the power industry.

The Consultant/Consulting Firm should have the technical expertise, actual experience, and capability to further develop, review, and update the AMI Rules given the evolving technological advancements, regulatory and market driven developments while ensuring protection of consumer interests.

Product or Service Expectations (both if applicable):

SCOPE OF WORK

The Consultant/Consulting Firm must provide a detailed description of the scope of services offered, demonstrating clear understanding of the requirements of the Commission and the emerging developments in the AMI technologies.

Specifically, the

- A. Draft Amendment AMI Rules
- B. Pilot demonstration of AMI to equip household consumers with the power of choice.

The following describes the activities under this RFQ/RFP:

Project Planning

- Define the consultancy services work plan and methodology which indicates the phases of the evaluation, the timing, key deliverables, and milestones. This will be part of the inception report to be presented to the combined team of USAID ESP and ERC. The proposal can include a shortened period of performance as part of its strategy from one year to a shorter period.
- Identification, data gathering and analysis of the current state of AMI adoption and implementation within the Distribution Utilities (DUs) and other ERC-Authorized Entities in the Philippines.
- Identification, data gathering and analysis of the current state of AMI adoption and trends across DUs abroad.
- Overview of proof of concept of AMI under full retail competition.
- Define the future state of AMI in the country that ERC envisions that would fully maximize the benefits and potentials of these new technologies while considering the overall Philippine power industry development plan.
- Deliverable: Inception Report.

A. Draft Amendment AMI Rules (submitted within 6 months from award date)

Project Development

- Develop, review, and update the AMI Rules, its policies, set standards, and minimum requirements.
- The Consultant/Consulting Firm shall develop Rules that will undergo Focus Group Discussion among DU participants and stakeholders, and subject to acceptance of ERC.
- Preparation and presentation to the USAID ESP and ERC team and the AMI-Technical Working Group (AMI-TWG) of a detailed report (initial/draft report) presenting the findings of the Consultant/Consulting Firm with regard to analysis of the AMI Rules. The report must highlight any recommendation in coming up with the updated AMI Rules.
- Review and recommend policy changes, if necessary, that is viewed inconsistent with the international best practices or with the existing policies of ERC.
- Develop or enhance the operational plan for better monitoring and enforcement of the rules and regulation crafted.
- Provide trainings/workshops on AMI industry best practices in order to build capacity for ERC and AMI-TWG.

- Submission of monthly progress report outlining work undertaken and discussing the problems or issues encountered.
- Other assistance as may be deemed necessary to meet the objective of the consulting service.
- Deliverables: Monthly Progress Report on Key Deliverables and Milestones, Final Draft AMI Rules, and Attendance/Training Certificates.

Project Implementation

- Presentation of Final Draft AMI Rules.
- Acceptance of Final Draft AMI Rules.
- Deliverables: Final Draft AMI Rules; Final Report.

An electronic copy of all relevant documents gathered in this project must be contained/stored on a USB flash drive (in MS Word and/or MS Excel format) and must be delivered to the Commission, while reports can be submitted via email.

B. Pilot Demonstration of AMI for HH Consumption Aggregation (completed and demonstrated within one year from award date)

Project Development

- Define concept, methodology, expected outcome, documentation of evidence-based results and partnership, if any.
- Identify challenges for implementation and limitations of AMI application, particularly ease of application.
- Estimate costs of implementation and impact to HH electricity bills..
- Document milestones

Project Implementation

- Milestone reports on the pilot demonstration
- Virtual site visits/explanation of concept

Knowledge Transfer

The project requires that knowledge transfer on the new AMI Rules be conducted either through workshop or training using either actual physical presence or webinar to the ERC and the AMI-TWG. All costs related to the conduct of physical or webinar workshop or training shall be for the account of the Consultant.

The Consultant/Consulting Firm shall submit knowledge transfer program/plan to the ERC CAS-MD and the AMI-TWG.

Security

It should be noted that some of the fieldworks of the team are likely to be carried out in areas where additional security arrangements may be required. During these audits, any additional security arrangements will be to the account of the Consultant/Consulting Firm.

Note: USAID ESP Activity does not accept any responsibility for the security or well-being of the Consultant(s) during or after the execution of this project.

Data Gathering

The Consultant/Consulting Firm shall: (1) conduct actual and on-site gathering of relevant data; and (2) ensure data consistency and interpret the results.

For activities involving actual physical presence, the USAID ESP Activity may consider alternative means in consideration of the current state of health emergency and adherence to the prescribed health protocols.

Confidentiality

The Consulting Firm shall not release any information or data obtained in the course of this project to any person without written consent from the USAID ESP Activity.

Intellectual Property

All intellectual property, including studies, reports or other materials, models, spreadsheets or otherwise, prepared, developed or produced by the Consultant/Consulting Firm shall belong to and remain the property of USAID ESP Activity, which will eventually be turned over to the ERC. The Consultant/Consulting Firm should not retain a copy of such documents and software, for any purposes.

Deliverables, Timelines, Special Terms and Conditions:

The Consultant/ Consulting Firm shall adhere to the following timelines:

Deliverables	Timeline
Conduct of meeting with the combined team of USAID ESP and ERC and the submission of Inception Report, which includes, among others, the work plan and methodology that identifies in detail the design and procedures/processes to be utilized for the validation for both A and B major deliverables.	Within fifteen (15) days from the award date
Submission and presentation of initial findings and recommendations for updates and changes in AMI Rules (relevant meetings, workshops, consultations, Focus Group Discussion [FGD], research, benchmarking activities and Commission deliberation)	Within ninety (90) days from the award date

Submission of Initial/Draft Updated AMI Rules Report	Within one hundred twenty (120) days from the date of the award date.
First Progress Report on Pilot Demonstration	
Submission of Final Recommendations on the Draft Updated AMI Rules	Within one hundred fifty (150) days from the award date
Second Progress Report on Pilot Demonstration supported with a virtual "site visit or inspection".	
Submission of Final Updated AMI Rules	Within one hundred eighty (180) days from the award date
Third Progress Report on Pilot Demonstration including possible cost impact on its implementation	
Fourth Progress Report on Pilot Demonstration with evidence-based results including a presentation of initial findings to the Chairperson and the Commission	Within two hundred forty (240) days from the award date
Fifth Progress Report on Pilot Demonstration	Within two hundred seventy (270) days from award
Draft Report including results of pilot demonstration	Within three hundred (300) days from award date
Final Report of the pilot demonstration	Within three hundred forty (340) days from award date
Presentation of Final Output to USAID and ERC and/or USAID ESP sponsored conference	Within three hundred sixty (360) days from award date
Deliverables	
Upon submission and acceptance of Final Inception Report/ Work Plan	15%
Upon submission of Initial/Draft Report on the Updated AMI Rules/Second Progress Report on Pilot Demonstration	20%
Upon submission and acceptance of Final Updated AMI Rules	10%
Fourth Progress Report on Pilot Demonstration	20%
Draft Report including results of pilot demonstration	20%
Final Report of pilot demonstration	10%
Presentation of Final Output to USAID and ERC and/or USAID ESP sponsored conference	5%

--

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)
1						
2						
3						
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

RTI International 16/F Strata 2000 Condominiums, F. Ortigas Ave., Ortigas, Pasig, Philippines

(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 regard 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)*.

August 12, 2021

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. 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 (20%).** Lowest evaluated ceiling price (inclusive of option quantities) .
 - (b) **DELIVERY (20%).** Seller provides the most advantageous delivery schedule.
 - (c) **TECHNICAL (50%).** 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: