

Request for Quote/Proposal (RFQ/RFP)

Commodity/Service Required:	Development of CREM Monitoring Framework and System
Type of Procurement:	Fixed-Price with Payment Milestones
Type of Contract:	Purchase Order
Term of Contract:	12 months including support to ERC after delivery of report and software; Consulting services and software delivery; milestones delivery
Contract Funding:	United States Agency for International Development
This Procurement supports:	Energy Secure Philippines
Submit Proposal to:	jvitan@energysecure.ph
Date of Issue of RFP:	July 19, 2021 (Philippine Standard Time)
Date Questions from Supplier Due:	July 30, 2021 (Philippine Standard Time)
Date Proposal Due:	August 19, 2021 (Philippine Standard Time)
Approximate Date Purchase Order Issued to Successful Bidder(s):	August 31, 2021 (Philippine Standard Time)

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-RFQ/P-2021- 057

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 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.

All bidders/sellers are responsible to carefully review each attachment and follow any instructions

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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:

Provide technical assistance to the Philippine Energy Regulatory Commission (ERC) in monitoring of the competitive retail market and on the analysis of the data culled from the players in the market.

Product or Service Expectations (both if applicable):

A. Monitoring and Reporting System and software development

Consulting Firm shall be expected to provide a Monitoring and Reporting System, and analytical tools to generate reports which will allow the MOS-CMD to understand the market and its participants' behavior. Such report, which would be published in the ERC website, should be able to provide information significant in evaluating and assessing the behavior of participants and the economic strategies within the CREM. Moreover, an important component of the project is the transfer of knowledge through trainings and technical advice to the MOS-CMD personnel. Likewise, in its final report to the ERC, the Consulting Firm shall recommend actions to be undertaken to implement market developments, enhance competition and to forestall anti-competitive conduct among market participants.

Further to these, the Consulting Firm shall assist in the evaluation of data contained in periodic reports submitted by distribution utilities (DUs), Retail Electricity Suppliers (RES), Central Registration Body (CRB) as well as other information related to the CREM. Upon the evaluation of the periodic reports and other information related to CREM, the Consulting Firm shall design a Monitoring and Reporting System.

Upon completion of the project, the deliverables of the Consulting Firm, including the hardware (if applicable) and software systems, shall be transferred to the ERC by USAID ESP to ensure its smooth and continuous implementation. Support services shall likewise be made available to the ERC by the Consulting Firm should there be technical problems encountered within a period of one (1) year from completion of the project.

B. Close Coordination with USAID ESP and ERC

The Consulting Firm shall maintain a close coordination with USAID ESP, the ERC Commission, officials, and staff and shall conduct regular meetings regarding the subject matter. A progress report shall be furnished on a bi-weekly basis, to apprise the Commission of the development of the project. The Consulting Firm may be requested to attend Commission meetings, as may be needed, accompany the Commission in meetings which may be outside the premises of the office regarding the matter and from time to time, present matters to the Commission including but not limited to, issues arising from work with recommended actions.

A conduct of technical coaching/discussion with MOS-CMD personnel with regard to the result of its assessment and evaluation, and attendance to technical meetings/focus group discussion when necessary, and other technical assistance which the Commission/MOS-CMD are deemed necessary to meet the objectives of the project.

Further, the Consulting Firm shall directly consult with the combined team of USAID ESP and MOS-CMD on the plan of action and timing of the deliverables. The Consulting Firm shall be available (physical – subject to health protocols and COVID 19 travel restrictions or teleconference) for consultations throughout the duration of the project. Further, to ensure smooth implementation of the systems provided, the hardware and the software must be compatible with each other and shall concurrently function accordingly.

Upon commencement of the project, the Commission shall have full access to any information data, documents or working records acquired and used by the Consulting Firm during the course of the project. Both the hardware and software systems shall be the properties of the USAID ESP until officially transferred to the ERC upon completion of the project. Support services shall likewise be provided by the Consulting Firm to the ERC even upon completion of the project.

C. Knowledge Transfer

For sustainability and to ensure smooth implementation, knowledge transfer is an important component of the project. As such, trainings and workshops to the MOS-CMD should be conducted by the Consulting Firm through virtual and/or physical training, when necessary, of at least two hands-on (2) trainings during the duration of the project (subject to health protocols and COVID 19 travel restrictions).

D. Data Gathering

The Consulting Firm, if applicable shall provide the following:

- 1) Conduct actual and on-site assistance (when feasible) to gather relevant data, which may include historical data, subject to the usual quarantine procedures, if applicable.
- 2) Ensure data consistency, and interpret the results thereof; and

Deliverables, Timelines, Special Terms and Conditions:

Task	Deliverables	Timeline
1	Detailed work plan/program to meet the objectives and the scope of works (Inception Report)	Within two (2) weeks from date of receipt of the effectivity of the PO
2	Market analysis framework which provides the processes and procedures that will be adopted by the MOS-CMD in monitoring compliance of the retail market participants	Within 30 days from effectivity of the PO
3	Provide system/software and hardware needs to implement the project. Ensure compatibility of both hardware and software systems;	Within 60 days from effectivity of the PO
4	Recommendation report of necessary actions to be undertaken in the enhancement of competition in the CREM;	Within 60 days from effectivity of the PO
5	Provide the monthly, quarterly, and annual (if applicable) retail market reports which shall include the performance and behavior of the participants in the CREM;	Within 75 days from effectivity of the PO
6	Meeting/discussion with the Commission to effectively utilize the methodologies/system being used by the host jurisdiction; and	Within 100 days from effectivity of the PO
7	Final Report on the CREM Monitoring & Reporting System which shall be adopted by the MOS-CMD.	Within 160 days from effectivity of the PO

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 regards to this RFQ/RFP to be directed to
- Precious Luzmarie Suarez, Operations Manager
- (insert name of procurement officer)
- at this email address:
- psuarez@energysecure.ph
- (insert email address of the procurement officer).
- The cut-off date for questions is (insert date).
- July 30, 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](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: