

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

Commodity/Service Required:	ISO 27001:2013 ISMS Consultancy
Type of Procurement:	Fixed-Price with Payment Milestones
Type of Contract:	Purchase Order
Term of Contract:	One year
Contract Funding:	United States Agency for International Development
This Procurement supports:	Energy Secure Philippines
Submit Proposal to:	psuarez@energysecure.ph
Date of Issue of RFP:	October 06, 2021
Date Questions from Supplier Due:	October 20, 2021
Date Proposal Due:	November 05, 2021
Approximate Date Purchase Order Issued to Successful Bidder(s):	November 22, 2021

<b>Method of Submittal:</b>	
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 <b>60 days</b> 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_2021- 080

### 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:

RTI International (RTI) is a global, independent research institute with almost 60 years of experience in creating and translating knowledge into practice. RTI has more than 5,000 staff in over 75 countries with expertise in at least 250 degree fields working to unlock value in eight practice areas including: health, education, governance, energy, environmental sciences, and innovation ecosystems.

RTI International has been working in Asia for more than 35 years, providing technical assistance, institutional strengthening, and program support on behalf of governments, foundations, and private-sector clients. Together with our local partners, we deliver science-based solutions and advisory and technical services to help countries across South and Southeast Asia achieve national, regional, and local goals—in health, education, economic growth, governance and public policy, and environmental management.

RTI is an implementing contractor of the United States Agency for International Development (USAID) for Energy Secure Philippines (ESP), a five (5) year project. Energy Secure Philippines (ESP) will assist the Philippines energy sector to mobilize investment, deploy modern energy technology, and support policy reforms for a more competitive energy sector that can drive future economic growth and social development. ESP aims to promote development, implementation of, and adherence to existing laws related to competitive and transparent processes that will (a) incentivize private investment; (b) boost the utilization of new advanced energy technologies; (c) increase resilience to natural and human induced shocks; and (d) promote a secure, stable, diversified, and modern towards a more self-reliant Philippine energy sector.

The Consultant/Consulting Firm for this engagement is intended to support the Energy Regulatory Commission (ERC) on information security assessment and ISMS audit pre-compliance of the Commission. To successfully implement the Technical Consultancy Services for ISO 27001:2013 ISMS, the following objectives are as follows:

- 1) To address cyber security threats and manage its risks from external and internal threats.
- 2) To strengthen the capability of the ERC ICT infrastructure.
- 3) To address and comply with COA ISROM findings and recommendations.

**Scope of Work:**

The engagement shall cover the ERC business processes and its corresponding information systems, software, communication systems, and network infrastructure, its management related to office applications, to implement the IT services provided to internal and external clients. The Technical Consultant shall:

- 1) Assess the current state of the Information Security Management of ERC;
- 2) Review documents and records required by ISO 27001:2013;
- 3) Conduct preliminary Vulnerability Assessment and Penetration Testing (VAPT) in the ERC networks and information systems:
  - a) External assessment and penetration test that focusing on internet-facing IP addresses, web applications and open ports (1 man-day);
  - b) On-site assessment, penetration test and managed vulnerability scan that focusing on the devices – including random wireless devices (2 man-days);
  - c) Different user roles testing (3 users); and
  - d) Open Web Application Security Project Top 10 detection techniques or equivalent.
- 4) Design and develop an effective and easy-to-use ISMS implementation plan that can be successfully implemented;
- 5) Conduct workshops, trainings, and meetings to facilitate completion of mandatory and other necessary documents based on the ISMS guidelines;
- 6) Provide support and assistance in the implementation and monitoring of the established ISMS;
- 7) Provide assistance towards compliance with the auditing requirements under the ISMS;
- 8) Conduct readiness and pre-certification assessment;
- 9) Provide audit assistance for ISO 27001:2013 ISMS certification; and
- 10) Consulting firm must ensure that service provider’s representatives are physically and mentally fit to perform the work and compliant with ERC health protocols.

**Responsibilities of the Consultant:**

The Consultant must be an accredited or Recognized Information Security Assessment Provider for the services of ISMS by any International Certifying Organization.

The Consultant must have the expertise, experience, and capacity to implement the project based on the criteria, as follows:

1. Assessment of Current State on Information Security Management  
  
Review, analyze and assess the existing core business processes and Information Security environment in the ERC.
2. Submission of Proposals for the Preparation for ISO 27001:2013 ISMS Certification

The Consultant shall guide and assist the ERC in making necessary documentations in order to comply with the requirements of ISO 27001:2013 ISMS including the review on the existing manuals/documentation, operational instruction and determine if it is still applicable to the current set-up of the ERC. The Consultant will submit the needed manuals for the implementation of its ISMS.

**3. Data Gathering**

The Consultant shall conduct actual and on-site gathering of relevant data and information that are necessary in the assessment of ISMS process; and ensure that the data and information is consistent with the interpretation of the results.

Must comply with imposed health protocols. The Consultant must have a valid swab test result or certificate of vaccination issued within three (3) days before proceeding on-site and must fill up a health declaration form before entering the ERC premises. Wearing of face masks and face shields are a must. Those who have COVID-19 symptoms shall be refused entry.

**4. Confidentiality**

The Technical Consultant shall maintain confidentiality on information gathered for the project. Thus, release of data or any information regarding thereto shall require consent from the ERC.

**5. Intellectual property**

All intellectual property including studies, reports or other materials, models, spreadsheets shall belong to and remain a property of the ERC.

**Responsibilities of the ERC:**

The ERC shall facilitate the ISO 27001:2013 ISMS Consultancy with the assistance of the Technical Consultant, by providing the following:

1. Coordination with ERC concerned offices regarding with needed information;
2. Technical and secretariat support to the work such as for meetings, presentations, and other related activities; and
3. Approval on system which will be implemented.

**Deliverables:**

1. Phase 1 – ISO 27001:2013 ISMS Consultancy Services
  - Assessment Report on the current information security management and environment of ERC.
  - Vulnerability Assessment and Penetration Testing (VAPT) report.
  - Risk Management Plan report.

- Developed and implemented the standard-based management system manual following ISO 27001:2013 framework or other relevant frameworks.
2. Phase 2 – ISO 27001:2013 ISMS & ISO 20000 ITMS Compliance/Certification
    - Certified ISO 27001:2013.
    - Certified ISO 20000 ITMS
  3. Capacity building/Training conducted.

**Qualifications of Technical Consultant:**

The Technical Consultant needed in the performance of its task shall be of one (1) team possesses the following:

1. The Technical Consultant/Consultancy Firm must have extensive background in ICT and ISO/IEC Certifications especially ISO/IEC 27001 Lead Implementer;
2. The Technical Consultant/Consultancy Firm preferably a Cybersecurity Assessment Provider recognized by the Department of the Information and Communications Technology (DICT) or authorized Reseller of the Professional Evaluation and Certification Board (PECB);
3. Team members must have the expertise, experience, and capacity to implement the consultancy project. Such technical team shall be comprised of specialists that are highly knowledgeable with ISO/IEC 27001:2013 ISMS a minimum of five (5) years of relevant work practice related to ISO Information Security and Systems Standards, and with support staff that ensures proper coordination on the administrative side with the point personnel; and
4. These experts should be able to easily and clearly communicate with the ERC and other stakeholders. Hence, the local expert should be able to converse appropriately in the common vernacular while the expert on other jurisdictions necessitates fluency in English.

**Evaluation Criteria:**

The evaluation factors will be comprised of the following criteria:

Criteria	Percentage
PRICE. Lowest evaluated ceiling price (inclusive of option quantities).	30%
DELIVERY. Seller provides the most advantageous delivery schedule.	10%
TECHNICAL. Items/Services shall satisfy or exceed the specifications described in RFQ/RFP Attachment A.	40%
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.	20%
<b>TOTAL</b>	<b>100%</b>

**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						
<b>Total Value</b>						

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)*.

October 20, 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.** 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 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](mailto: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: