



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

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| Commodity/Service Required:  | Service Provider to Support the Energy Regulatory Commission (ERC) in Relation to Electricity Tariff Setting for Nuclear Power Plants                         |
| Type of Procurement:   | One-Off Purchase Agreement  |
| Type of Contract:  | Purchase Order  |
| Term of Contract:  | 9 months  |
| Contract Funding:  | U.S. Department of State (DOS)  |
| This Procurement supports:   | Energy Secure Philippines Activity (ESP)  |
| Submit Proposal to:  | <b>Ms. Divina B. Chingcuanco</b><br>Chief of Party, ESP<br>RTI International<br>via email: <a href="mailto:jvitan@energysecure.ph">jvitan@energysecure.ph</a> |
| Date of Issue of RFP:  | May 15, 2026  |
| Date Questions from Supplier Due:  | May 22, 2026  |
| Date Proposal Due:   | <b>Extended until June 19, 2026</b><br>June 05, 2026  |
| Approximate Date Purchase Order Issued to Successful Bidder(s):  | On or before July 15, 2026  |
| <b>Method of Submittal:</b>  |   |
| Email to <a href="mailto:jvitan@energysecure.ph">jvitan@energysecure.ph</a>  |   |
| Respond via e-mail with attached document in MS Word / pdf format.<br>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-RFP-2026-019  |

### 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: [RTI-PO-Terms\\_English\\_Version - v1.21.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.

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# Attachment “A” Commodity Specifications

## Statement of Work

### Description of Activity/Service:

Energy Secure Philippines (ESP) is a US Government-funded multi-year program that aims to assist the Government of the Philippines (GPH) in promoting a more competitive power sector through investment mobilization, deployment of modern energy technologies, and support in policy reforms and regulation. Implemented by RTI International, ESP’s overall goal is to enhance energy security and reliability in the Philippines. It focuses on advancing inclusive economic growth and resilient development through increased private investment, promoting advanced technology deployment, and boosting the energy sector’s resiliency.

ESP supports the Philippine Department of Energy’s (DOE) initiative to integrate nuclear energy in its clean energy infrastructure. This is aligned with the national goals of achieving an optimal energy mix leading to energy resilience and reduced vulnerabilities from external disruptions. DOE issued Department Circular No. DC2025-10-0019, establishing the Policy Framework for the Integration of Nuclear Energy in the Country’s Generation Mix for 2023–2050 (Circular). The Circular assigns key responsibilities to the Energy Regulatory Commission (ERC), including the development of pricing regimes, tariff-setting methodologies, cost-recovery rules, and regulatory mechanisms applicable to Pioneer and succeeding Nuclear Power Plants (NPPs).

As nuclear power enters the Philippine generation mix starting 2032, ERC will be establishing a transparent, scientifically sound, and internationally aligned regulatory framework for tariff determination that:

- Considers long-term investment horizons
- Ensures safety-driven cost structures
- Protects consumer interests
- Supports the competitiveness and bankability of nuclear energy projects
- Ensures compliance with EPIRA, the Philippine Grid and Distribution Codes, and nuclear-specific regulatory standards

This TOR outlines the technical assistance required to support ERC in fulfilling these mandates.

### Product or Service Expectations (both if applicable):

To provide comprehensive technical, regulatory, and economic support to the ERC in developing, implementing, and institutionalizing a nuclear-appropriate electricity tariff- setting framework.

1. Develop tariff methodologies consistent with the high capital cost, long operational life,

- unique safety requirements of NPPs and its Competitive Selection Process (CSP) exemption especially for the Pioneer NPP.
2. Support ERC in operationalizing the pricing regime [e.g., Regulated Asset Base (RAB) model or equivalent long-term capital recovery mechanism] as mandated by the Circular.
  3. Provide analytical, economic, and modeling inputs necessary for setting reserve prices or tariffs for nuclear energy.
  4. Strengthen ERC's capacity for long-term economic modeling, risk-based rate setting, and nuclear-specific consumer impact assessment.
  5. Assist ERC in establishing cost recovery, refurbishment cost treatment, and maintenance cost rules for NPP operators.
  6. Ensure alignment with DOE, Nuclear Energy Program – Inter-Agency Committee (NEP-IAC), Philippine Atomic Energy Regulatory Authority (PhilATOM), Independent Market Operator (IMO), and international nuclear regulatory standards.

### Scope of Work

The Service Provider shall support ERC through the following components:

- A. Development of Nuclear Tariff-Setting Methodology
  1. Review ERC's existing methodologies and identify gaps in relation to nuclear energy.
  2. Propose a pricing framework aligned with Circular mandates, including:
    - a. RAB model or equivalent capital recovery mechanism suitable for long-lived assets (60–80 years)
    - b. Approaches for levelized cost recovery across long operational periods
    - c. Treatment of financing costs, insurance, decommissioning funds, and risk premiums
  3. Recommend a formula for determining nuclear reserve prices or tariffs for power supply contracting.
  4. Develop rules for evaluating allowable nuclear-related capital and operational expenditures.
- B. Design of Cost-Setting and Cost-Recovery Rules
  1. Establish guidelines for cost pass-through, including:
    - a. Fuel cycle costs (uranium supply, enrichment, waste management)
    - b. Safety compliance and regulatory fees
    - c. Emergency preparedness and nuclear safety-related costs
  2. Draft rules for refurbishment cost recovery during mid-life upgrades as mandated in the Circular.
  3. Propose adjustments to ensure compliance with cost-of-service principles under Electric Power Industry Reform Act of 2001 (EPIRA).
- C. Formulation of Pricing Rules for Long-Term Power Supply Contracts
  1. Identify minimum contract periods (25 years minimum as required in the Circular) and pricing implications.
  2. Recommend pricing terms for Distribution Utility (DU)–NPP power purchase agreements (PPAs).

3. Develop model contracts or pricing templates.

D. Regulatory Impact Assessment and Consumer Impact Modeling

1. Quantify expected consumer tariff impacts under different nuclear pricing scenarios.
2. Conduct risk-based modeling aligned with international practices [International Atomic Energy Agency (IAEA), Organization for Economic Co-operation and Development (OECD) - Nuclear Energy Agency (NEA)].
3. Evaluate cross-subsidy effects, market behavior, and potential adjustments to protect vulnerable consumers.

E. Drafting of Regulatory Issuances

The Service Provider shall prepare:

- Draft ERC resolutions, rules, and guidelines for nuclear tariff setting
- Rules on allowable costs, refurbishment cost recovery, and certificate of compliance requirements
- Proposed amendments to Grid Code, Distribution Code, and Open Access Transmission Service (if relevant) to harmonize nuclear integration

F. Capacity-Building for ERC Personnel

As mandated in the Circular, ERC must conduct capacity building on long-term economic modeling, risk-based rate setting, and nuclear-specific consumer impact analysis.

The Service Provider shall:

1. Design and deliver training modules on:
  - a. Nuclear cost structures
  - b. RAB/long-term capital recovery models
  - c. LCOE modeling
  - d. Nuclear safety cost integration
  - e. Risk assessment and uncertainty modeling
2. Provide international benchmarking with nuclear regulators worldwide.
3. Facilitate technical dialogues with DOE, NEP-IAC, PhilATOM, and IMO.

**Deliverables, Timelines, Special Terms and Conditions:**

Deliverables

1. Inception Report
  - a. Work plan, methodology, timelines
2. Diagnostic Report on Nuclear Tariff Regulation Gaps
3. Proposed Nuclear Tariff-Setting Methodology and Models
4. Draft ERC Rules and Guidelines for Nuclear Tariffs
5. Model PPA Pricing Framework for Nuclear PPAs
6. Regulatory Impact Assessment Report
7. Capacity-Building and Training Materials
8. Final Consolidated Report

### Qualifications of the Service Provider

- Proven expertise in electricity regulation and tariff setting
- Experience in nuclear regulatory economics preferred
- Knowledge on EPIRA, Philippine power regulatory framework, DOE Circulars and other government processes, and asset base valuation for nuclear facilities.
- Prior work with energy regulators, utilities, or nuclear agencies
- Demonstrated capacity in economic modeling and cost-of-service regulation

### Confidentiality

All data, analyses, models, and reports produced are the exclusive property of the DOE and ERC.

Offerors shall submit proposals that include the following:

#### Cost Proposal

- Fixed-price cost proposal with assumptions.
- Milestone-based pricing.
- Any proposed travel or equipment-related costs.
- Clear separation of professional services costs and any optional equipment or tooling costs.

#### Required Administrative Documents

- Proof of legal registration.
- List of previous clients and relevant assignments.
- Signed RFP document. (page 5 and 10)
- Completed pricing table.
- Any required representations, certifications, or compliance documentation.

***ESP reserves the right to award to several bidders and fund any or none of the applications submitted, subject to the availability of funds.***



### 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:

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## 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

Manila, Philippines.

*(insert full address of the office)*

who has a purchase requirement in support of a project funded by

U.S. Department of State

*(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

**Jan Ranizen F. Vitán**, Procurement and Contracts Manager

*(insert name of procurement officer)*

at this email address:

[jvitan@energysecure.ph](mailto:jvitan@energysecure.ph)

*(insert email address of the procurement officer).*

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

May 22, 2026

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-po-terms\\_v1.21.pdf](https://www.rti.org/sites/default/files/rti-po-terms_v1.21.pdf), [http://www.rti.org/files/PO\\_FAR\\_Clauses.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/reasonable 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.**

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| N/A |
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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. **Certification.** The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
16. **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.
17. **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



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Telephone 919.541.6000 ■ Fax 919.541.5985 ■ [www.rti.org](http://www.rti.org)

**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