

Department of Energy

**Realty Agreement for Carbon
Pollution-Free Electricity Projects
at Hanford Site**



Request for Qualifications (RFQ)

DRAFT

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1 realty agreement is hereinafter referred to as a “**Selectee**”.

2 d. The Government’s objectives in issuing this RFQ and leasing the Property include, but are not
3 limited to, the following (collectively, the “**Objectives**”).

4 Qualifying and selecting one or more Qualified Offeror(s) that will:

5 1. enter into a realty agreement for the Property for the purposes set forth in section 1.0.c in
6 accordance with DOE’s legal authorities and consistent with the terms documented in the RFQ;

7 2. provide consideration to the Government (in cash) in exchange for granting a realty
8 agreement interest in the Property;

9 3. enter into a realty agreement for use of the Property in a manner that minimizes risk to
10 the Government;

11 4. enter into a realty agreement for use of the Property in a manner that is compatible with
12 the Government mission and adjacent Government uses;

13 5. enter into a realty agreement for use of the Property in a manner that minimizes and/or
14 mitigates environmental and cultural impacts;

15 6. enter into a realty agreement for use of the Property consistent with best commercial
16 practices; and

17 7. enter into a realty agreement for use of the Property in a manner that supports the
18 relationships with Tribal Governments, local Governmental authorities, and the surrounding
19 communities.

20 **SECTION 2.0 EXISTING CONDITIONS**

21 a. THE PROPERTY WILL BE PROVIDED “**AS-IS/WHERE-IS**” WITHOUT ANY
22 WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF
23 ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF THE
24 GOVERNMENT.

25 There are no entitlements being granted or conveyed with the use of the Property to the Selectee by the
26 Government. As used in this RFQ, the term “**entitlements**” means those land or development rights
27 required for the development of Selectee improvements on the Property in accordance with federal, state,
28 and local regulations, rules, ordinances, policies, and laws.

29 b. Qualified Offeror(s) shall rely solely and exclusively on their own independent investigation and
30 due diligence in determining whether the Property is suitable for their proposed use. The Property is more
31 generally depicted in **Appendix A (“Depiction of the Property and Existing Encumbrances”)** attached
32 hereto and incorporated herein by this reference.

33 c. Without limiting the foregoing and notwithstanding anything herein to the contrary, to the best of
34 the Government’s actual knowledge, the Government is not aware of any existing conditions that would
35 prevent development on the Property, except as is expressly provided in Appendix A and any other
36 information disclosed or made available to the Offeror(s), Qualified Offeror(s), and/or Selectee(s). To the
37 extent possible, the Government will provide Offeror(s) with access to all relevant and available
38 environmental documentation concerning the Property known, to the best of the Government’s actual
39 knowledge, to be in the Government’s possession. The Government is conducting radiological clearance
40 and an environmental baseline assessment of the property. Background information on the Hanford Site is
41 available at www.Hanford.gov and information on the existing environment at the Hanford Site is posted
42 at www.energy.gov/em/em-clean-energy-land-reuse. As used in this RFQ, the term "Actual Knowledge"
43 means the information actually known to the Government or that could be reasonably inferred to have

1 been known to the Government after reasonable investigation. Offerors shall rely solely and exclusively
2 on their own independent investigation and due diligence in determining whether the Property is suitable
3 for their proposed use.

4 d. DOE's decision whether to execute a realty agreement is subject to several environmental laws
5 and regulations, including NEPA (42 U.S.C. § 4321, *et seq.*). NEPA requires federal agencies to consider
6 the potential environmental impacts of their proposed actions prior to making a decision. For additional
7 background on NEPA, please see DOE's NEPA website, at <https://www.energy.gov/nepa>. While NEPA
8 compliance is a federal agency responsibility and the ultimate decision remains with the federal agency,
9 all Qualified Offerors will be required to assist in the timely and effective completion of the NEPA
10 process in the manner most pertinent to their proposed project. DOE may choose to enter a third-party
11 agreement wherein the Qualified Offeror(s) pays an environmental contractor of DOE's choosing to
12 prepare the required NEPA document, and DOE directs the work of that environmental contractor. DOE
13 must fully comply with NEPA prior to realty agreement execution, or if the NEPA process is not
14 completed before realty agreement execution then the agreement shall be contingent on completion of the
15 NEPA process. DOE may require a larger study area than the proposed project planned size, but such
16 study area will not exceed the identified 19,000 acres.

17 e. The Qualified Offeror(s) shall be responsible, at its own expense, for all required permit(s) and
18 compliance with applicable laws and regulations.

19 f. The Qualified Offeror(s) and Government shall reach an agreement with respect to the physical
20 appearance and condition of the Property, and shall prepare and execute a Physical Condition Report
21 evidencing their agreement prior to execution of the realty agreement.

22 g. The Government is leasing the Property subject to all existing encumbrances (recorded and
23 unrecorded). To the best of the Government's Actual Knowledge, a list of such encumbrances is attached
24 hereto as **Appendix A** (the "**Depiction of the Property and Existing Encumbrances**").

25 h. The Property is located within Benton County, Washington and is located approximately 5 miles
26 north of the City of Richland.

27 **SECTION 3.0 GENERAL REALTY AGREEMENT REQUIREMENTS**

28 This Section 3, inclusive of sub-sections, lists general requirements that shall be complied with by the
29 Selectee(s) and/or the Government to enter into a Realty Agreement for the Property (collectively, the
30 "**General Realty Agreement Requirements**"). This is not an exhaustive list of requirements; there may
31 be other requirements which may apply to the use of the Property proposed by the Offeror(s). The
32 Government has the right to impose any and all requirements necessary or desired to ensure the realty
33 agreement is in compliance with applicable local, State, and Federal laws, regulations, and DOE policies.

34 **3.1 TERMS AND REQUIREMENTS**

35 a. The Offeror(s) shall provide anticipated realty agreement terms for the three periods previously
36 identified – development, construction, and initial operations, consistent with commercial best practices
37 for the proposed project type. DOE may ask for further justification as needed.

38 b. Transfers, assignments, and subleases are not permitted without written approval by DOE, which
39 may be withheld for any reason.

40 c. The Government and its agents and employees reserve the right to enter the Property at
41 reasonable times, and at any time if an emergency, without charge, liability, or abatement of rent, for any
42 purposes not inconsistent with the Selectee's permitted use.

43 d. The Government shall have the right to terminate the Realty Agreement for cause, such as due to

- 1 non-use or non-payment, with the specifics to be determined during the Negotiation Period.
- 2 e. During negotiations, the Government and the Qualified Offeror(s) will negotiate and mutually
3 agree to the consideration which will be provided by the Selectee(s) to the Government for the three
4 periods – development, construction, and initial operations.
- 5 f. The Selectee’s realty agreement interest in the Property and its operations and activities on the
6 Property may be taxed by State and local governments.
- 7 g. The Selectee’s use(s) of the Property shall be compliant with the realty agreement terms, all
8 applicable laws and regulations, and compatible with the mission of the DOE site at which the Property is
9 located.
- 10 h. The Selectee(s) shall ensure that insurance policies required are obtained and maintained
11 throughout the term of the realty agreement in accordance with the requirements set forth in **Appendix B**
12 (the “**Insurance Requirements**”) attached hereto and incorporated herein by this reference.
- 13 i. Any and all utilities and services necessary or required for the Property or the Project as a result
14 of, or related to, this realty agreement shall be obtained and provided for by the Selectee(s), at its sole cost
15 and expense.
- 16 j. This RFQ does not require or otherwise obligate the DOE to purchase any service or product
17 from or of the Project.
- 18 k. The Selectee(s) are not permitted to interconnect to any DOE-owned electrical
19 infrastructure/assets without written approval by DOE, which may be withheld for any reason. The
20 Selectee(s) have full responsibility to find and execute an appropriate point of transmission-level
21 interconnection.
- 22 l. Upon the expiration or earlier termination of the realty agreement, the Selectee(s) shall, at no cost
23 to the Government and to the reasonable satisfaction of the Government, demolish or remove all or a
24 portion of, as designated by the Government, structures or improvements located on the Property,
25 abandon, vacate or remove utilities or other infrastructure from the Property, restore the Property and
26 surrender Property to the Government in the condition it existed on the date the Realty Agreement was
27 executed, unless the Government, at its sole discretion and subject to applicable law, elects to retain all or
28 a portion of the Realty Agreement Improvements located on the Property, without compensation to the
29 Selectee(s).

30 **3.2 FINANCIAL REQUIREMENTS**

- 31 a. The Selectee(s) must provide the Government documented evidence demonstrating that the
32 Selectee(s) has or will have all funds/financing necessary to accomplish and complete planning, design,
33 permitting, and construction of the energy generation and/or energy storage facility on or before the date
34 of Realty Agreement execution. This could include, but is not limited to a corporate parent guarantee,
35 letter of credit facility, or audited financial statements.
- 36 b. The Selectee(s) shall not cross-collateralize and cross-default the Realty Agreement, or the assets
37 or revenues of the Project, without prior written approval of the Government. The Selectee(s) shall not
38 assign, pledge, provide as collateral, or otherwise transfer its interest in the Realty Agreement, in the net
39 cash flows, or in the ownership of the Project, in whole or in part, without prior written approval of the
40 Government. Where the Selectee will be arranging tax equity financing for the project, the Selectee shall
41 seek prior written approval of the Government for any planned future changes in the Project ownership or
42 cash flows.
- 43 c. The Selectee(s) shall be solely responsible for the payment of any property taxes, personal
44 property taxes and assessments, including special assessments, utility rents, any charges imposed in lieu

1 of ad valorem taxes, and all other taxes or charges levied against the Project (including the costs of
2 contesting such taxes), or assessments levied against the Qualified Offeror's interest in the use of the
3 Property or against its activities or operations on the Property.

4 d. The Government may require the Selectee (s) to establish and maintain a decommissioning bond
5 to manage the demolition of improvements installed by or for the Qualified Offeror(s) on the Property and
6 restore the Property to the condition in which it existed on the date the Realty Agreement was executed,
7 upon the expiration or termination of the Realty Agreement.

8 e. The Selectee(s) shall, at its sole expense, obtain any and all required permits and approvals and
9 pay all required fees in connection with its development of the Project.

10 **3.3 DEVELOPMENT AND USE REQUIREMENTS**

11 a. All development activities on the Property shall be in accordance with applicable Federal, State,
12 and local laws rules, regulations, and ordinances, including building codes, as they may be amended from
13 time to time.

14 b. The Project shall be viable without any commitment or contribution, monetary or otherwise, from
15 the Government.

16 c. All development and construction on the Property shall be compatible with the plans, programs,
17 and missions of the DOE site at which the Property is located.

18 d. Development and construction on the Property will be subject to DOE security requirements.

19 e. Relocation of existing improvements on the Property, if any, shall be at the Qualified Offeror's
20 sole cost and expense and will be subject to Government's consent and approval, which may be
21 conditioned or denied.

22 f. The Qualified Offeror shall, at its sole cost and expense, erect a fence or boundary demarcation
23 around the perimeter of the Property of a type and kind approved by the Government.

24 g. Prior to the commencement of any construction, the Qualified Offeror(s) shall deliver to the
25 Government payment or decommissioning bond in amounts and subject to conditions deemed acceptable
26 to the Government.

27 h. All uses and activities on the Property shall be in compliance with all applicable Federal, State
28 and local laws, rules, regulations, and ordinances.

29 i. The Property shall not be used or permitted to be used in any way or for any purpose except as
30 expressly permitted by the Government and set forth in the Realty Agreement.

31 j. The following uses and activities are prohibited on the Property due to security and operational
32 incompatibility:

33 1. Any use or activity that adversely affects the health or safety of the project development
34 workforce, community or the Government, and its mission execution workforce.

35 2. Structures, activities, and operations that adversely affect site security.

36 3. Any ultra-hazardous uses or activities involving the storage, treatment, transportation,
37 disposal or manufacture of hazardous materials, hazardous substances or hazardous wastes.

38 4. Any use or activity that is incompatible with environmental, operational or land use
39 constraints.

40 **SECTION 4.0**

INSTRUCTIONS TO OFFEROR(S)

41 **4.1 GENERAL**

- 1 a. This RFQ is not for an acquisition of goods, services or facilities for DOE consumption/use and
2 as such, **is not** governed by the Federal Acquisition Regulation (FAR). This RFQ supports a real estate
3 transaction granting temporary use of DOE controlled property. DOE is opting to solicit responses to this
4 RFQ to inform a decision on granting one or more realty agreements on this property, but DOE retains its
5 right to grant use of this property in any manner it deems appropriate, consistent with applicable laws and
6 regulations.).
- 7 b. The responses to this RFQ should specifically demonstrate verified commercial demand and need
8 for the electricity from the proposed Project. In no event shall this RFQ or any agreement arising as a
9 result of this RFQ require or otherwise obligate the DOE to purchase any service or product from or of
10 the Project. The Government makes no representations regarding the Offeror's ability to secure an
11 agreement(s) for sale and purchase of the services or products arising directly or indirectly from the
12 Project, Realty Agreement, or the Property.
- 13 c. Responses to comments and questions on the draft RFQ will not be posted, but will be considered
14 in development of the Final RFQ. All information concerning the Final RFQ, including generalized
15 responses to questions from prospective Offeror, will be available to all other prospective Offeror. If the
16 information is necessary in submitting offers, or if the lack of it would be prejudicial to any other
17 prospective Offerors, the information will be provided in response to comments or may be furnished as an
18 amendment to the RFQ.
- 19 d. After the receipt and evaluation of acceptable responses to this RFQ, the Qualified Offeror(s) and
20 the Government will negotiate the terms, conditions, agreements, plans, and schedules, etc. to effectively
21 implement the Qualified Offeror's proposed development, use, management and operation of the Property
22 in a manner that is acceptable to the Government. Selected Qualified Offeror(s) and unselected Offeror(s)
23 may ask for a debriefing from the Government selection team.
- 24 e. While the Government intends to enter into a Realty Agreement with one or more Qualified
25 Offeror(s), it is under no obligation to do so and reserves the right to cancel this RFQ and reject all
26 submissions at its sole discretion. The Government reserves the right to suspend and/or amend all
27 provisions of the RFQ and to waive informalities and minor irregularities in offers received where it is in
28 the Government's best interest to do so.
- 29 f. By participating in the RFQ process, Offerors agree to indemnify and hold harmless the United
30 States, its officers, employees, and consultants from all claims, liabilities, and costs related to this RFQ.
31 Under no circumstances will the Government be liable for any real estate brokerage commissions,
32 finder's fees, or other forms of compensation related in any way to activities undertaken by any person as
33 a result of this RFQ. This includes any and all activities related to negotiations with the Qualified
34 Offeror(s).
- 35 g. This RFQ may be amended by formal written amendment. If this RFQ is amended, then all terms
36 and conditions that are not amended remain unchanged.
- 37 h. The RFQ response/proposal shall contain the Offeror's best terms and be complete in accordance
38 with this RFQ. The Government may, at its sole discretion, conduct discussions with one or all Offeror(s),
39 at any time, and for any reason, to clarify information in the submittal, typically through evaluation
40 notices (ENs) after Offeror(s) submissions and prior to selection of a Qualified Offeror(s). Any EN
41 responses become part of the Offeror('s) submission and will be considered by the Government in making
42 its Qualified Offeror(s) selection.
- 43 i. Offerors shall submit a statement acknowledging receipt of the DOE Mandatory Clauses attached
44 as **Appendix C** (the "**DOE Mandatory Clauses**") hereto and incorporated herein by this reference and
45 indicating their willingness and ability to comply with these requirements, if required based on the
46 specific project, terms, and conditions negotiated. Compliance with these clauses shall be required during
47 the term of the Realty Agreement.

1 j. Proposals that fail to furnish required information or that fail to fulfill any of the required terms and
2 conditions of this RFQ may be rejected by the Government. Any Offeror whose proposal is rejected for
3 being incomplete will be notified by the Government of the material deficiencies in its proposal. Proposals
4 that are rejected will not be evaluated by the Government.

5 k. Offerors shall submit a signed cover letter as shown in **Appendix D** (the “**Offeror’s Cover**
6 **Page**”) attached hereto and incorporated herein by this reference. Each proposal must contain the name
7 and mailing address of the Offeror and be properly executed. A proposal executed by an attorney or agent
8 on behalf of the Offeror shall be accompanied by two authenticated copies of the power of attorney or
9 other evidence of agency or authority to act on behalf of the Offeror. If the Offeror is a corporation, a
10 corporate officer authorized to bind the corporation must execute the Offeror’s Cover Page and provide a
11 corporate certificate or resolution evidencing that corporate officer’s authority to submit a proposal to
12 enter into a Realty Agreement for the Property in response to this RFQ. If the Offeror is a Partnership,
13 Limited Liability Company or any other entity, the Offeror must provide evidence that the party signing
14 the Offeror’s Cover page has the authority to sign or bind the entity.

15 **4.2 RESTRICTION ON DISCLOSURE AND USE OF DATA**

16 a. A Qualified Offeror should not include trade secrets or business-sensitive, proprietary, or
17 otherwise confidential information in their qualifications unless such information is necessary to convey
18 an understanding of the proposed project or to comply with a requirement in the response to the RFQ.
19 Applicants are advised to not include any critically-sensitive proprietary detail. All submitted responses
20 are subject to 5 U.S.C. § 552, the Freedom of Information Act (FOIA), and may be released publicly.

21 b. If a Qualified Offeror chooses to submit trade secrets or business-sensitive, proprietary, or
22 otherwise confidential information, the Selectee must provide two copies of the submission. The first
23 copy should be marked “non-confidential,” with the information believed to be confidential deleted. The
24 second copy should be marked “confidential” and must clearly and conspicuously identify the trade
25 secrets or business-sensitive, proprietary, or otherwise confidential information and must be marked as
26 described below. This restriction does not limit the Government’s right to use information contained in
27 this data if it is obtained from another source without restriction. Failure to comply with these marking
28 requirements may result in the disclosure of the unmarked information under FOIA or other applicable
29 laws. The federal government is not liable for the disclosure or use of unmarked information and may use
30 or disclose such information for any purpose as authorized by law.

31 c. Offerors who include in their proposals data that they do not want disclosed to the public for any
32 purpose or used by the Government except for evaluation purposes, shall mark the title page with the
33 following legend: “*This proposal includes data that shall not be disclosed outside the Government and its*
34 *representatives and shall not be duplicated, used, or disclosed in whole or in part for any purpose other*
35 *than to evaluate this proposal.*” Mark each page of restricted data with the following legend “Use or
36 disclosure of data contained on this page is subject to the restriction on the title page of this proposal.”

37 d. If, however, a Realty Agreement will be signed with a Qualified Offeror as a result of or in
38 connection with the submission of this data, the Government shall have the right to duplicate, use, or
39 disclose the data to the extent provided in the resulting Realty Agreement or as needed for Environmental
40 Documentation or as required under the Freedom of Information Act. Offerors should be aware, however,
41 that the Government may share financial information with Congressional committees, if requested by the
42 committees as part of their oversight function. The Government shall prepare and return the Non-
43 Disclosure Agreement attached in **Appendix E** (the “**Non-Disclosure Agreement**”) hereto and
44 incorporate herein by this reference to each Offeror following the receipt of their proposal for the Hanford
45 CFE Project.

46 **4.3 SUBMISSION OF RESPONSES**

- 1 a. Offerors shall submit responses, proposals, and information in response to this RFQ via e-mail
 2 directly to EMCleanEnergy@em.doe.gov no later than [deadline TBD, but notionally 45 days calendar
 3 days after the final RFQ is published] (the “**RFQ Response Due Date**”).
- 4 b. Submitted responses, proposals and information shall correspond with the Sections, Factors, and
 5 Subfactors listed in **Table 1** and further described in Sections 4.4 through 4.7. Submitted responses are
 6 limited to 60 total pages (single side, 8.5 x 11 inch page and standard 12 point font) using Microsoft
 7 Word and/or Adobe Systems Portable Document Format (PDF). Pages exceeding this limit will not be
 8 accepted, reviewed, or evaluated. Preliminary plans, drawings, schematics, legal agreements and
 9 documents, contracts, and financial documents, etc. also do not count towards the total page or PDF limit.
- 10 c. The Government may host an Information Day or Industry Day or provide information and
 11 visuals of the subject property to allow interested Offerors an opportunity to view the Property and
 12 possibly exchange information with Government representatives. Costs and expenses incurred as a result
 13 of attending this Industry Day or other information opportunity will not be reimbursed by the
 14 Government. Participation or attendance does not qualify or disqualify interested parties from submitting
 15 a response to this RFQ.

16 **4.4 SECTION A, FACTOR 1 – PROJECT DESCRIPTION SUBMITTAL**
 17 **REQUIREMENTS**

18 **Table 1 – Consideration Factors, Subfactors and Submittal Format**

SECTION	FACTORS For CONSIDERATION
A	Factor 1 – Project Description
	Subfactor 1.1 – Proposed Technology, System and Production Capabilities
	Subfactor 1.2 – Market Analysis, Project Feasibility and Power sale/off-take Plans
	Subfactor 1.3 – Project development, interconnection, construction and operations
B	Factor 2 – Return to the Government
	Subfactor 2.1 – Rental Consideration
	Subfactor 2.2 – Community Benefits
C	Factor 3 – Capability and Experience
	Subfactor 3.1 – Organizational Structure and Experience
	Subfactor 3.2 – Financial Capability
D	Factor 4 – Project Plan and Schedule

19 **4.4.1 SUBFACTOR 1.1: PROPOSED TECHNOLOGY, SYSTEM AND PRODUCTION**
 20 **CAPABILITIES**

- 21 a. Offerors shall submit a narrative, with supporting figures and schematics, as needed, describing
 22 and illustrating the proposed energy technologies, systems and production capabilities to be developed.
 23 The submitted narrative shall include at least the following:

1 1. Description of the proposed system sizes and types (including expected annual MWh
2 generation), site considerations, subcomponents and ancillary equipment; and

3 2. Description of the major mechanical and electrical equipment and/or subsystems required
4 to incorporate into an operable, integrated system to include the interconnection to support the
5 single, phased, or scalable development.

6 b. Offeror shall explicitly state its interest in all or a portion of the available Property. An Offeror
7 interested in a portion of the available Property shall explicitly identify the desired portion and acreage in
8 the submitted narrative, schematics, or plans.

9 **4.4.2 SUBFACTOR 1.2: MARKET ANALYSIS, FEASIBILITY AND OFF-TAKE PLANS**

10 a. The Offeror(s) shall explicitly document the market demand and market feasibility analysis for
11 their proposed Project; explicitly demonstrating that the proposed Project is viable and represents the
12 highest CFE production output given the characteristics of the site and market conditions and best use of
13 the Property. The submitted narrative shall include at least the following:

14 1. A narrative detailing the marketing strategy for the proposed Project (considering the
15 current and anticipated market demand for the proposed Project); and

16 2. A description of off-take agreements being actively pursued by the Offeror(s); or, off-
17 take agreements already executed evidencing the viability of the Project. If not already pursued or
18 obtained, Offeror(s) shall submit plans and estimated schedules for obtaining one or more off-
19 take agreements for the proposed Project's generation.

20 **4.4.3 SUBFACTOR 1.3: PROJECT DEVELOPMENT, INTERCONNECTION, 21 CONSTRUCTION AND OPERATIONS**

22 a. Offerors shall submit a narrative describing their proposed Project including a plan for the
23 development, interconnection, construction, operation, and decommissioning of the Project. This
24 narrative shall demonstrate compliance with Realty Agreement Objectives described in Section 1 and
25 with the General Realty Agreement Requirements outlined in Section 3, and shall also include at least the
26 following:

27 1. Description of the anticipated leases, easements, agreements, etc. needed to develop and
28 operate the proposed development;

29 2. Plan to work with Bonneville Power Administration (BPA) and/or other utilities to
30 complete the needed interconnection studies, acquire and maintain an interconnect queue
31 position, and obtain necessary regulatory approvals;

32 3. Information regarding transmission availability and plan to secure transmission access as
33 needed; including any existing queue positions;

34 4. List of and a plan to obtain all applicable regulations, permits, approvals, codes,
35 standards, and specifications critical to the development, construction, and operational
36 performance of the proposed facilities;

37 5. A Project development and construction (including any phases if applicable) plan and
38 milestone schedule;

39 6. A conceptual site plan describing all proposed improvements, including but not limited to
40 proposed facilities, fences, infrastructure, areas of ingress/egress, and storm water management
41 areas;

42 7. A conceptual utility plan for provision of utility services used for the Property and

1 proposed Project;

2 8. A conceptual environmental management plan that addresses regulatory requirements;

3 9. Description of the quality control processes and corporate systems employed to maintain
4 quality control of the design, permitting, financing, construction and operation of the Project;

5 10. Description of the Project impact(s), if any, on surrounding communities, local
6 government, and governmental authorities;

7 11. A Property management and project operations and maintenance plan, to include capital
8 repair and replacement, and grounds maintenance;

9 12. Proposed safety and emergency services plan;

10 13. A Property security and access management plan; and

11 14. A description of the decommissioning/restoration plans after the operational realty
12 agreement and any extensions have expired, including re-use and/or recycling plans.

13 **4.5 SECTION B, FACTOR 2 – RETURN TO THE GOVERNMENT**

14 **4.5.1 SUBFACTOR 2.1: RENTAL CONSIDERATION**

15 a. Offerors shall document their proposed rental consideration proposed to be provided to the
16 Government in exchange for the Realty Agreement interest in the Property. This should include the three
17 realty agreement periods: development, construction, and initial operations. For the rental consideration,
18 Offerors shall provide 1) a price (\$/acre-year), 2) a binding indicative price range (low and high), and 3)
19 any assumed annual escalation rate to be applied. This shall be substantiated with relevant empirical and
20 quantitative data and analysis to include:

21 1. Current real estate market conditions for similarly situated property; and

22 2. Consideration of all relevant facts and circumstances that may influence the proposed
23 rent.

24 **4.5.2 SUBFACTOR 2.2: COMMUNITY BENEFITS**

25 a. DOE's goal is to develop CFE and energy storage projects on this land in a way that strengthens
26 the surrounding Tribes, communities, and small business community. Potential Offerors should describe
27 how its projects and/or teaming arrangements provide meaningful and/or substantial involvement of
28 and/or benefits to one or more of these groups.

29 **4.6 SECTION C, FACTOR 3 – CAPABILITY AND EXPERIENCE**

30 **4.6.1 SUBFACTOR 3.1: ORGANIZATIONAL STRUCTURE**

31 a. The Offeror(s) shall provide a narrative detailing its corporate organizational structure, including
32 legal form of ownership and management. If the Offeror is teaming with one or more business
33 organizations for any portion of the Project, then it shall provide a narrative detailing: (i) what each team
34 member is responsible for performing, (ii) the extent to which the team has worked together in the past,
35 (iii) legal form of ownership and management of each team member, and (iv) **(if it is a team member**
36 **other than the Offeror)** expressly identify the team member organization that will be accountable and
37 responsible for Project financing, development, construction, performance, operation, management, and
38 sustainment. Identify the key management personnel and legal counsel designated and authorized to
39 represent the Offeror in all negotiations with the Government, and throughout the transaction execution
40 and financial closing process.

1 b. Provide a narrative of the most recent and relevant work completed or in progress by the Offeror
2 of projects that are similar to the Offeror’s proposed Project (no more than 3 examples). The submittal
3 shall provide details explaining the financing; design; construction; management; and operation of those
4 projects and specifically state how the Offeror accomplished them directly or if they were accomplished
5 by another party, list the name of said other party. The submittal shall also include information describing
6 the location, cost, project capacity, schedule, off-take, and project performance. For the purposes of this
7 factor, “relevant work” means work of scope, magnitude and complexity that are similar to the Offeror’s
8 proposed Project.

9 **4.6.2 SUBFACTOR 3.2: FINANCIAL CAPABILITY**

10 a. The Offeror(s) shall provide evidence of bonding capacity to fulfill the decommissioning bonding
11 requirement and show how the bond amount(s) are derived. In the event that an alternative to bonding is
12 being proposed, provide information on the alternative and explain how it better protects the
13 Government’s interests versus a surety bond.

14 b. Provide evidence of sufficient funds or financing to support the proposed Realty Agreement and
15 Project; including permitting, engineering, design, construction, and operation and maintenance of the
16 Project throughout the proposed term of the Realty Agreement. This could include, but is not limited to, a
17 corporate parent guarantee, letter of credit facility or similar documentation.

18 c. Provide Financial Statements complete with notes and accompanied by an auditor’s assertion of
19 accuracy or reviewed by Certified Public Accountant for the most recent two years, and other
20 documentation, including that of any equity contributors, in order to demonstrate the Offeror’s financial
21 strength. Financial statements must have been audited in accordance with Generally Accepted Accounting
22 Principles.

23 d. If any financial statements and submitted information note any litigation, disputes, claims,
24 Unified Commercial Code (UCC) filings or similar circumstances, the Offeror(s) shall provide the current
25 status of each matter in full detail.

26 **4.7 SECTION D, FACTOR 4 – PROJECT PLAN AND SCHEDULE**

27 a. Offerors shall document their project development objectives and schedule in a notional
28 “**Integrated Project Plan and Schedule**” showing all the activities and agreements necessary to achieve
29 Realty Agreement execution and Project completion and shall specifically include, among other things:

- 30 1. Any and all agreements, other than a realty agreement, anticipated to be necessary for the
31 Project and/or other business arrangements with the Government;
- 32 2. Permits and other environmental regulatory approvals anticipated to be necessary for the
33 development, construction, and operation of the Project;
- 34 3. Financing and off-take agreements anticipated to be necessary for the development,
35 construction, and operation of the Project; and
- 36 4. Critical path milestones and activities such as negotiation of transaction documents and
37 agreements, NEPA, interconnection, design, permitting, financing, realty agreement closing,
38 construction and operation.

39 b. Identify all stakeholders, utilities (including BPA), regulators, and Federal and non-federal
40 government entities anticipated to grant permits, approvals, or consent related to the development,
41 construction, and/or operation of the Project and explain the proposed approach to successfully interact
42 with Government and other stakeholders to efficiently execute the Project.

43 **SECTION 5.0 BASIS OF QUALIFIED OFFEROR SELECTION**

1 **5.1 SELECTION PROCESS**

2 **5.1.1 FACTORS FOR CONSIDERATION**

3 a. The Government will rank and select the Offeror(s) and proposal(s) that provide the combined
4 highest performance expectations and confidence to the Government based upon an integrated and
5 cumulative assessment of all the consideration factors and sub-factors listed in Table 1 of Section 4
6 above; Factor 1 (Project Description), Factor 2 (Return to the Government), Factor 3 (Capability and
7 Experience), and Factor 4 (Project Plan and Schedule). Factors 1, 2, 3 and 4 will be assigned an overall
8 evaluation rating. Additional consideration may be given to offerors with high rankings in Factors 1 and
9 2.

10 b. In order to promote an efficient competition and to avoid the unnecessary expenditure of
11 resources by Offerors, the Government reserves the right (in its sole and absolute discretion) to establish a
12 competitive range at any point in the evaluation process and to remove from the competitive range any
13 Offeror whose proposal, in the judgment of the Government, stands no reasonable likelihood of being
14 selected as a Qualified Offeror.

15 **5.1.2 FACTOR 1: PROJECT DESCRIPTION**

16 a. Offeror's proposals will be evaluated against the requirements of Factor 1, inclusive of each sub-
17 factor, and each of its sub-factors will be assigned evaluation ratings. **Subfactor 1.1:** The Government
18 will evaluate the Offeror's submitted proposed technology, project description, expected annual MWh
19 generation, and land area requested. The technical and conceptual narrative and submitted information
20 will be evaluated for clarity, feasibility, and compliance with the requirements of this RFQ, the Realty
21 Agreement Objectives listed in Section 1, the General Realty Agreement Requirements in Section 3, and
22 any applicable requirements, authorities, and constraints. The proposed technology and project
23 description will be evaluated for an understanding of the Realty Agreement process, probability of
24 realizing Project expectations and compliance with the enabling statute and Applicable Laws. Additional
25 consideration will be given to projects with higher CFE production output given the characteristics of the
26 site and market conditions.

27 b. **Subfactor 1.2:** The Government will evaluate the Offeror's submitted market strategy and that
28 its analysis demonstrates both that there is a commercial market (non-DOE) demand and probability of
29 commercial success for the proposed Project; and that the commercial market demand can be satisfied in
30 a manner that is consistent with the RFQ Requirements and Realty Agreement Objectives. Additional
31 consideration will be given to Offerors with contracted off-take arrangements already in place for the
32 project.

33 c. **Subfactor 1.3:** The Government will evaluate the Offeror's submitted narrative describing their
34 plan for development, construction, interconnection (transmission), operation, and decommissioning for
35 the proposed project, inclusive of descriptions and plans for real estate agreements, interconnection,
36 transmission availability, regulatory compliance (e.g., NEPA and National Historic Preservation Act
37 (NHPA)), permitting, milestone schedule, site improvements, utilities, environmental, quality, property
38 management, operations and maintenance, safety, emergency services, and security. The submitted
39 narrative and information will be evaluated for reasonableness, understanding of the Realty Agreement
40 objectives, clarity, feasibility, and compliance with the requirements of this RFQ, and will be evaluated
41 for compatibility with mission operations and potential risks, and Government's assessment of best use of
42 the Property, also considering Project impact(s) on the surrounding communities, local government, and
43 governmental authorities.

44 **5.1.3 FACTOR 2: RETURN TO THE GOVERNMENT**

45 a. Offeror's proposals will be evaluated against the requirements of Factor 2, inclusive of sub-
46 factors, and each sub-factor will be assigned evaluation ratings. **Subfactor 2.1:** The Government will

1 evaluate the Offeror’s proposed rental consideration (both proposed and binding range) for the three
2 realty agreement periods: development, construction, and initial operations. The Government will also
3 evaluate the reasonableness of the supporting analysis provided.

4 b. **Subfactor 2.2:** The Government will evaluate what level of involvement Tribal entities and/or
5 small businesses have in the project teaming arrangements and identified vendors as well as any planned
6 community benefit contributions that would be made as part of this realty agreement.

7 **5.1.4 FACTOR 3: CAPABILITY AND EXPERIENCE**

8 a. Offeror’s submittal will be evaluated against the requirements of Factor 3, inclusive of sub-
9 factors, and each sub-factor will be assigned evaluation ratings. **Subfactor 3.1:** The Government will
10 evaluate the Offeror’s proposed management, organization, and qualifications to develop, construct and
11 operate a successful, long-term project, including mutually beneficial relationship with the Government
12 within the constraints and requirements of the RFQ. The Government will review the submitted recent
13 and relevant projects for similarity to Offeror’s proposed plan and Realty Agreement processes and assess
14 the level of confidence in the Offeror’s plan and demonstrated experience performing similar projects.

15 b. **Subfactor 3.2:** The Government will evaluate whether the Offeror’s strategy and capability for
16 financing the proposed Project (inclusive of decommissioning bond) clearly supports the project concept
17 and is consistent with accepted commercial practices for similar projects. Additional consideration may
18 be given to Offerors with contracted off-take arrangements already in place for the project and/or with an
19 advanced interconnection queue position.

20 **5.1.5 FACTOR 4: PROJECT PLAN AND SCHEDULE**

21 a. Offeror’s proposals will be evaluated against the requirements of Factor 4 and will be assigned an
22 evaluation rating. The Government will evaluate the Offeror’s recommended agreements and business
23 arrangements with the Government to assess the level of confidence in achieving a timely Realty
24 Agreement execution, and project completion.

25 b. The Government will evaluate the proposed integrated project plan and schedule for recognition
26 and consideration of major milestones, duration of critical activities, and overall demonstration and
27 understanding needed to execute and sustain the proposed Project.

28 c. The Government will evaluate the inclusion and sequencing of financing and off-take agreements
29 needed for development, construction, and operation of the project for reasonableness.

30 d. The Government will evaluate the Offeror’s proposed approach to interact with Government and
31 other stakeholders and assess the level of confidence in commencing and efficiently executing the project.

32 **5.2 EVALUATION RATINGS**

33 a. Offerors are encouraged to be innovative and to make proposals they believe will exceed the
34 requirements of this RFQ.

35 b. The Government will evaluate Offeror’s responses to each Factor for Consideration (and sub-
36 factor) listed in **Table 1** and explained in Section 4 above to determine whether said response meets or
37 exceeds the RFQ requirements and to assign ratings to the Offeror’s response to each of these Factors for
38 Consideration (and sub-factors) as explained in Section 5.1 above.

39 c. The Government will evaluate risk by assessing the likelihood that the Offeror will be able to
40 satisfy the requirements of this RFQ or will be able to carry out its Realty Agreement and Project as
41 proposed. The Government will consider a response to be low risk if there is little likelihood that the
42 Offeror will be unable to satisfy the requirements of this RFQ or carry out its Project as proposed.
43 Conversely, the Government will consider an approach to be high risk if there is a substantial likelihood
44 that the Offeror will be unable to satisfy the requirements of this RFQ or carry out its Project as proposed.

1 d. The Government reserves the right to exclude any Offeror receiving a Marginal or Unacceptable
2 rating from consideration in the Qualified Offeror determination.

3 **SECTION 6.0** **NEGOTIATIONS**

4 **6.1 STRATEGY**

5 a. Realty Agreement negotiations shall commence after the Government completes the evaluation
6 and ranking of the submitted offers/proposals and provides written notice to those Offeror(s) determined
7 to be Qualified Offeror(s). The Government desires to complete negotiations with the Qualified Offeror(s)
8 within one hundred eighty (180) days and will periodically assess the progress of these negotiations to
9 determine if negotiations will be terminated or if they will continue and the Negotiation Period will be
10 extended. In the event the Government desires, in its sole and absolute discretion, to extend the
11 Negotiation Period it will do so in writing provided to the Qualified Offeror at least one business day
12 prior to expiration of the Negotiation Period. During the Negotiation Period, the Qualified Offeror(s) will
13 work in good faith with the Government to negotiate terms and conditions of the Realty Agreement and
14 any other agreements and documents that may be necessary or required for executing the Realty
15 Agreement with the Qualified Offeror(s).

16 b. Upon commencement of the Negotiation Period, the Government will provide a form non-
17 binding term sheet for the Qualified Offeror(s) to complete consistent with and reflecting the response it
18 submitted to this RFQ. This non-binding term sheet will be negotiated and, if mutually agreed to, it shall
19 be executed by the Qualified Offeror(s) and the Government and used to guide negotiations of the Realty
20 Agreement and other necessary agreements or documents.

21 c. If at any time during the Negotiation Period, the Government determines (in its sole and absolute
22 discretion) that negotiations are not satisfactorily progressing, the Government has the right to terminate
23 negotiations with the Qualified Offeror(s). Upon the expiration of the Negotiation Period, negotiations
24 with the Qualified Offeror(s) shall automatically terminate without any further action required by the
25 Government and the Government may cancel the RFQ.

26 **6.2 LEGAL DOCUMENTATION**

27 a. To execute the Project, certain legal agreements and transaction documents will be necessary or
28 required. The Qualified Offeror shall prepare and provide all agreements, documents and information
29 requested by the Government that are reasonably necessary or otherwise required to execute the Project.

30 b. In addition to a Realty Agreement, there may also be a need for ancillary easements and/or
31 agreements. All of which will be required to be captured in the term sheet and negotiated during the
32 Negotiation Period.

33 **SECTION 7.0** **NOTIFICATION AND REPORTING REQUIREMENTS**

34 TBD

35 **7.1 CLARIFICATIONS**

36 a. If clarification is needed after accessing the source information above, call [TBD] at [TBD] or
37 send an e-mail to [TBD].

38

Department of Energy

**Realty Agreement for Carbon
Pollution-Free Projects
at Hanford Site**



Request for Qualifications (RFQ)

Appendix A

**Depiction of the Property and Existing
Encumbrances**

APPENDIX A

Depiction of the Property and Existing Encumbrances

The southern industrial area of the Hanford Site was established as part of the Hanford Site Comprehensive Land Use Plan (CLUP), under DOE/EIS-0222 Record of Decision (64 FR 61615; November 12, 1999). Approximately 19,000 acres (the Property) within the 30,500-acre industrial area have been preliminarily identified for potential facilitation of new carbon pollution-free electricity generation and energy storage capacity through leases, easements, or other mechanisms.

The following provides a preliminary description of ongoing DOE mission needs and encumbrances on and around the Property and does not represent any Department of Energy (DOE) decision(s).

Ongoing Mission Needs:

For the purposes of providing a description of the general geographic area, it is important to note that the following surrounding areas are required for ongoing DOE missions and land uses:

- 400 Area
- 300 Area remediation and 325 Building operational areas
- Patrol Training Academy surface danger zones
- HAMMER training facility
- Borrow Pits 6 and 9
- Burial Ground 618-11
- Cold Test Facility

Operational Areas

The overall southern industrial area encompasses approximately 30,500 acres, as shown in Figure 1. Within that geographical footprint there are several ongoing missions and land uses.

The operational areas for the ongoing missions listed above are depicted in Figure 2 and are described in further detail below.

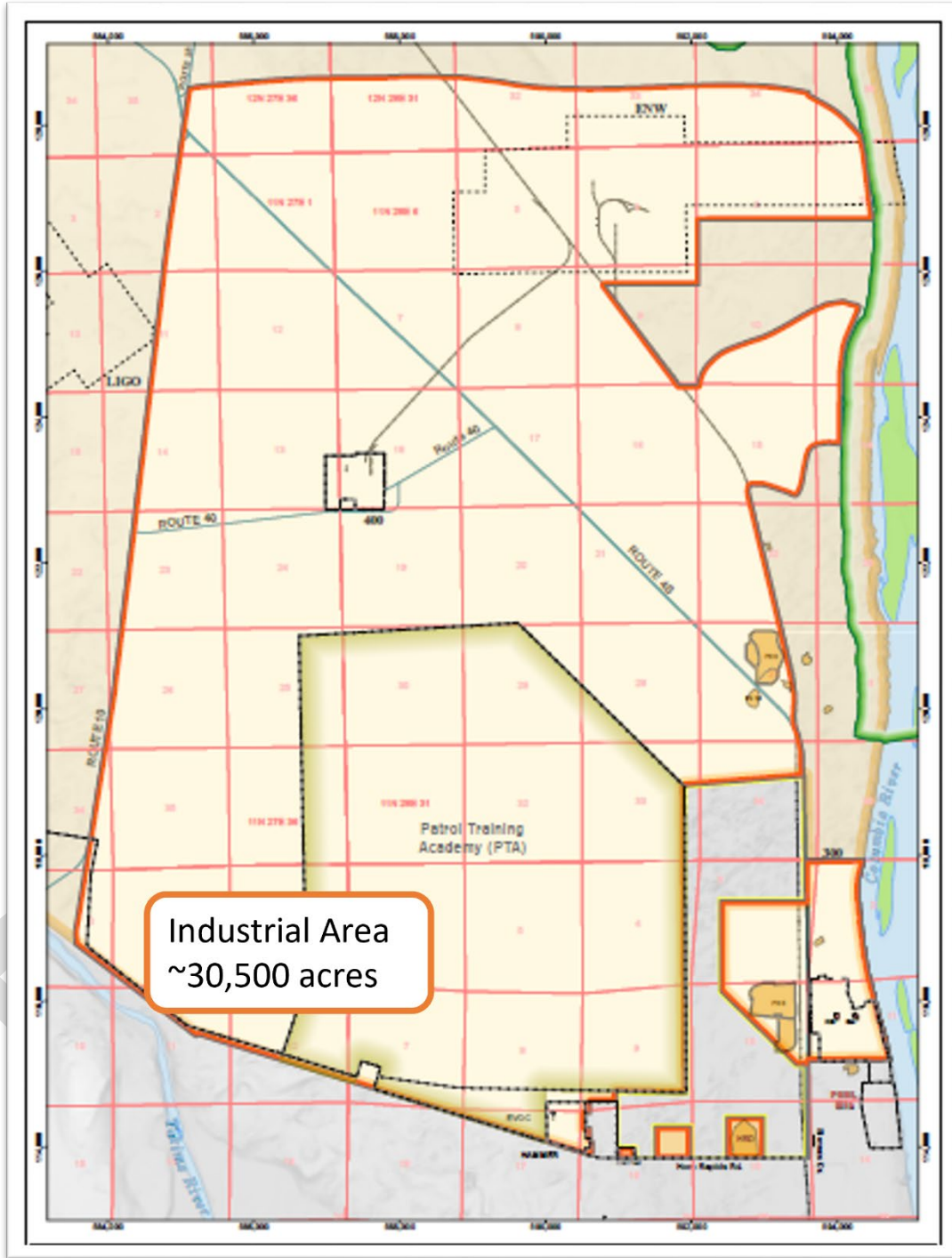


Figure 1. Industrial Area

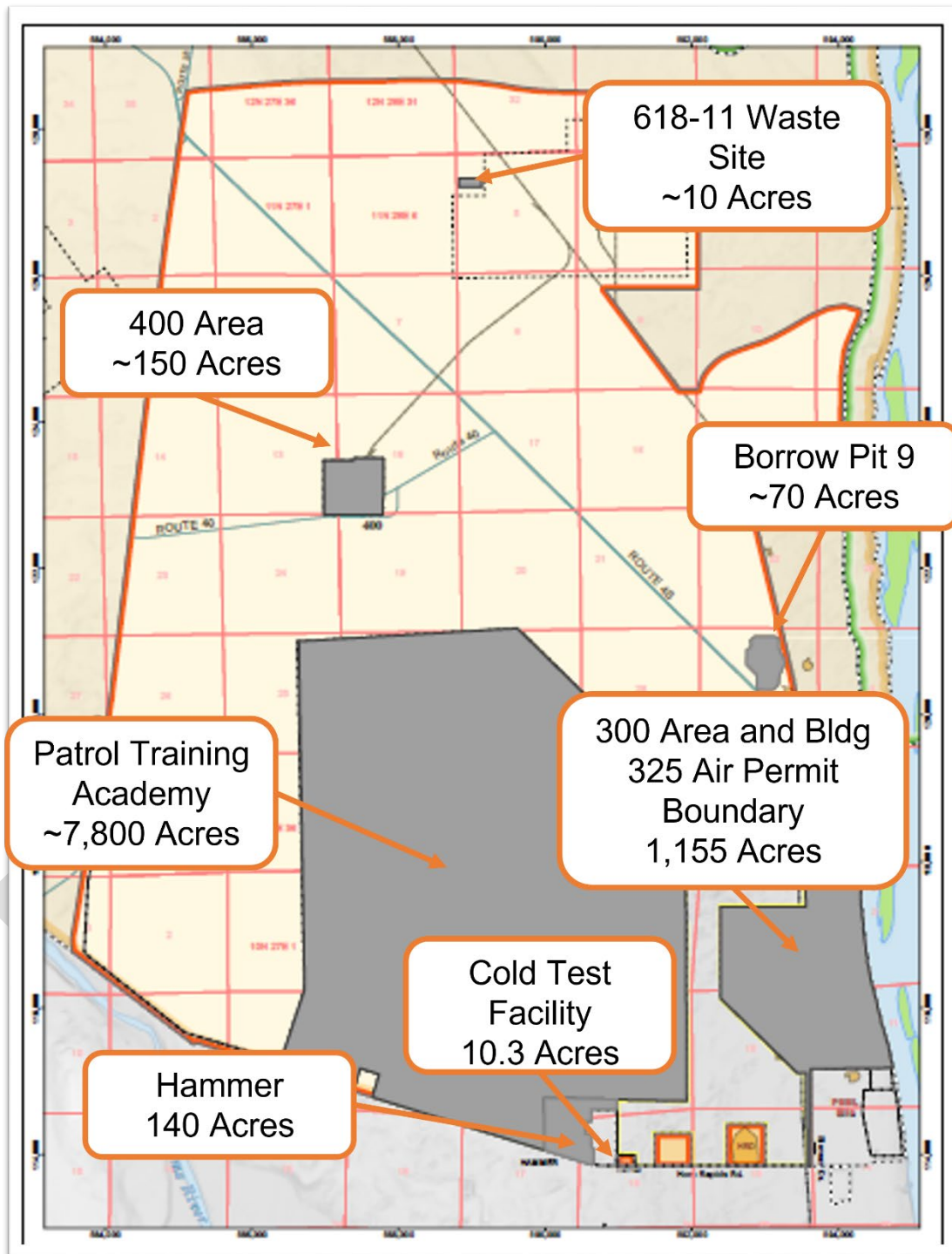


Figure 2. Hanford Operational Areas within the South Industrial Area of the Site

400 Area

Cleanup of several facilities in the 400 Area is still to be completed, including the Fast Flux Test Facility (FFTF), the Fuels and Materials Examination Facility (FMEF) and ancillary buildings. The Materials and Storage Facility (MASF) continues to support DOE's environmental cleanup mission. The 400 Area covers approximately 150 acres.

300 Area

While the majority of cleanup activities have been completed in the 300 Area, remediation and deactivation of the 324 Building remains to be completed.

The Radiochemical Processing Laboratory (325 Building) supports the Department's Pacific Northwest Site Office missions. The air operating permit associated with laboratory operations limits public access in the surrounding area, precluding external development opportunities.

The 300 Area remediation areas and the boundary for the 325 Building air operating permit encompasses a total of 1,155 acres.

Patrol Training Academy

The Patrol Training Academy supports the training needs of the Hanford guard force while also providing services to external law enforcement organizations. The firing ranges for the facility require exclusion areas, referred to as surface danger zones. The overlapping zones encompass almost 7,800 acres to the north of the academy, which is fenced off for personnel safety.

HAMMER

The Volpentest HAMMER Federal Training Center supports a broad scope of training needs for Hanford Site personnel. The training center is an integral part of the Site's long-term cleanup mission. The campus covers just under 140 acres.

Borrow Pits

There are two active borrow pits in the southern industrial area, Pits 6 and 9. Borrow Pit 6 is across from the 300 Area and within the air operating permit boundary of the 325 Building (therefore not visible on the map above). Borrow Pit 9 is located along Route 4S, just north of the 300 Area. The total area for the Borrow Pit 9 is approximately 70 acres.

Burial Ground 618-11

Burial Ground 618-11 is an active waste site located just west of the Energy Northwest leased property and will be remediated in the future.

Cold Test Facility

The Cold Test Facility is located just east of HAMMER, on a small parcel of land. The facility is used for testing of new tank waste retrieval methods and equipment, while also

providing a safe training environment on the use of the equipment before it is deployed on site.

Encumbrances

Encumbrances and operational considerations within and near the Property include the following:

- Energy Northwest
- Bonneville Power Administration permit
- United Telephone of the Northwest easements
- City of Richland easements
- Pacific Power & Light easement
- Benton County Public Utility District (PUD) Easement
- Burial Ground 618-10 Institutional Controls
- Laser Interferometer Gravitational-Wave Observatory [LIGO]

In addition, within the Property acreage, there are structures and/or features that support the cleanup mission (e.g., groundwater monitoring wells) but are not part of the operational areas. These, and the encumbrances listed above, are described in further detail below.

Energy Northwest

Energy Northwest retains a long-term lease for the construction and operation of the Columbia Generating Station (CGS or WNP-2), WNP-1, and WNP-4. Lease lands extend to the Columbia River to provide tenant access to the river to obtain water for the facility. The lease also includes encumbrances that allow Energy Northwest to exercise sole control of activities in an area that surrounds CGS, WNP-1, and WNP-4. Under its site permitting, Columbia Generating Station has also established a 1.2-mile exclusion zone around the plant for protection of the public. This exclusion zone, required by 10 CFR 100.11, precludes activities by other entities. The land that is encompassed by the Energy Northwest agreements (2,740 acres) is depicted in Figure 3.

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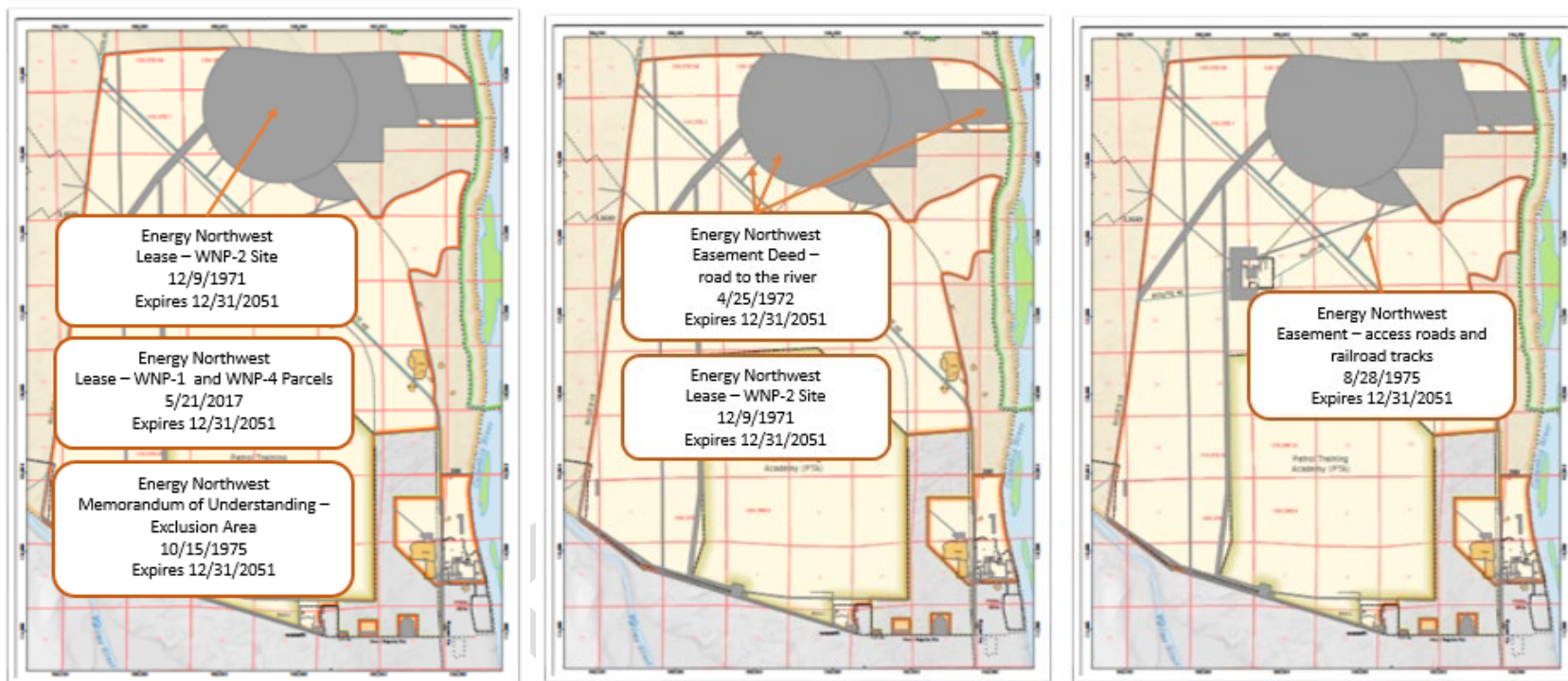


Figure 3. Energy Northwest Agreements

Bonneville Power Administration

The Bonneville Power Administration (BPA) has a permit with the DOE for power lines and substations across the Hanford Site. These power lines and substations serve the communities surrounding the Hanford Site. Figure 4 depicts the BPA agreements that lie within the boundary of the industrial area.

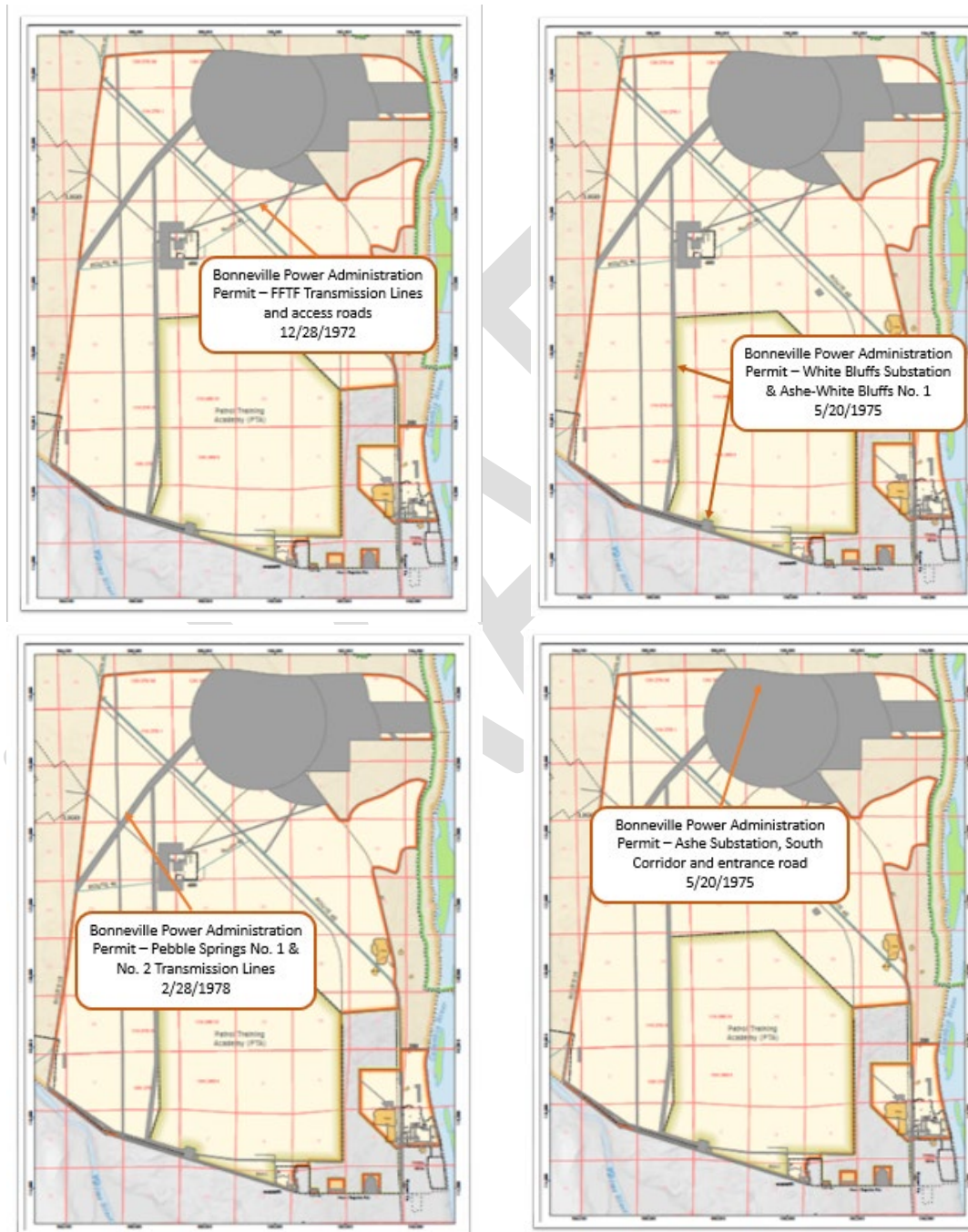


Figure 4. Bonneville Power Administration Permit Utility Lines and Substations

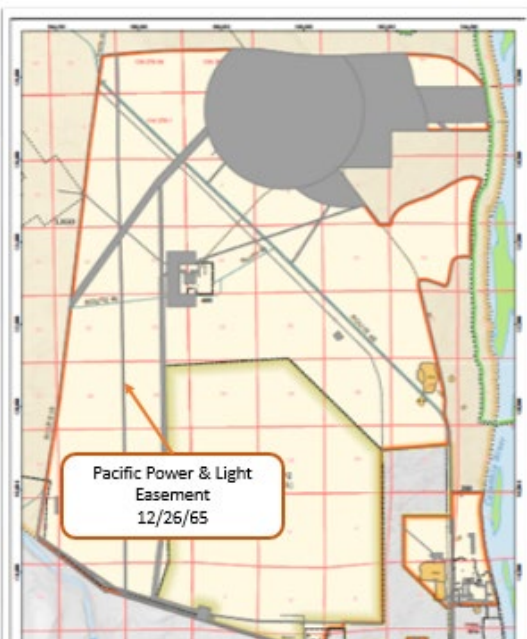
United Telephone of the Northwest



There are two easements with United Telephone of the Northwest. The easements run across the middle of the industrial area as shown in Figure 5.

Figure 5. United Telephone of the NW Easements

Pacific Power & Light



Pacific Power and Light has a long-standing easement running north-south on the west side of the industrial area, as shown in Figure 6.

Figure 6. Pacific Power & Light Easement

Benton County Public Utility District

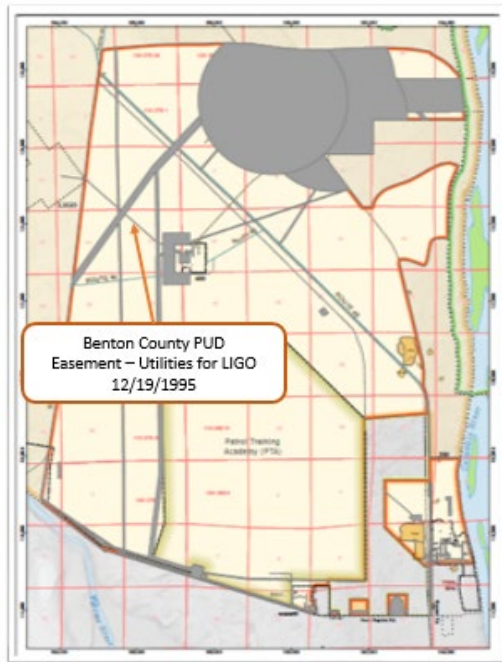


Figure 7. Benton County PUD Easement

The Benton County Public Utility District (PUD) has an easement to supply electrical power to the Laser Interferometer Gravitational Observatory (LIGO). The location of the Benton PUD easement is shown in Figure 7.

618-10 Burial Ground Institutional Controls



Figure 8. Waste Site 618-10

With the completion of remediation and revegetation of the 618-10 burial ground in 2017, two institutional controls were established for the site. Excavation in the area immediately surrounding the burial ground is limited to a depth of 15 ft and enhanced recharge to the soil is prohibited. Additionally, signage has been placed at the entrance to the burial ground stating “WARNING: HAZARDOUS AREA. Area May Contain Hazardous Soil. Only Authorized Personnel Allowed. For Information Call: 509- 376-7501.” The location of the 618-10 Waste Site is shown on Figure 8.

Withdrawn Lands



Figure 9. Withdrawn Lands

There are parcels of land that were withdrawn from U.S. Department of Interior Public Land Office when the Hanford Site was established. These lands are shaded as gray in Figure 9. The withdrawn lands (shown on Figure 9) make up approximately 11,700 acres.

Additional Facilities, Features and Considerations

Throughout the Hanford Site, including the potentially underutilized areas, there are structures and/or features that support the cleanup mission but may not be part of an operational area. These include, but are not limited to, groundwater monitoring wells, air monitoring stations, and weather stations. DOE will continue to need the ability to access and maintain these structures and features. DOE may also need to retain the ability to construct additional groundwater wells or other structures, if needed.

LIGO, which is to the west of the industrial area, was built in 1992 to support National Science Foundation efforts to detect gravitational wave vibrations from outer space. Its instruments, called interferometers, have arms that stretch to about 2.5 miles long. The instruments are very sensitive to local vibrations. LIGO must distinguish between signals from astronomical sources and "seismic noise" from earthquakes and human activities that cause vibrations. As such, there may be limitations on the types and/or timing of activities in proximity to LIGO.

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**Request for Qualifications (RFQ)
Appendix B
Insurance Requirements**

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APPENDIX B Insurance Requirements

Insurance Requirements Checklist		
Site Name: <u>Hanford</u>	Policy Inception:	Policy Expiration:
Insured:(Project Owner) _____		
Following items apply to <u>All Coverages</u> and should be on all Certificates:		
Named Insured/Loss Payee Certificate Holder <small>(Interest must be full name without abbreviation)</small>	United States Department of Energy c/o [insert DOE POC]	
Address <small>(Street, City, State, Zip Code)</small>	[insert mailing address] [City, State, Zip Code]	
Insurance Company AM Best Rating	Rating of A- / VIII or better.	
Notice of Cancellation/ Material Change	10 days, including nonpayment of premium.	
Verify certificate signed and dated	Signature of Authorized Signatory for Selectee.	
Waiver of Subrogation	Insurer shall have no right of subrogation against the Government.	
Certificates Required:	Limits	
Property Insurance <i>Evidence of Property Insurance Form Acord Form 27</i>	This insurance should be obtained upon completion of construction. All Risk, on a replacement cost basis, with no coinsurance.	Full replacement cost value of the buildings, building improvements, and personal property belonging to the Property
	Property Insurance Deductible	No greater than \$10,000
	Earthquake coverage and Deductible	Limits and deductibles as commercially available
	Flood coverage and Deductible	Limits and deductibles as commercially available
	Loss of Rents with extended period of indemnity of 180 days	Actual Loss Sustained not less than gross rents for one (1) year
	Boiler and Machinery coverage and Deductible	Limits and deductibles as commercially available
	Sewer Backup coverage and Deductible	Limits and deductibles as commercially available
	Terrorism Insurance	Limits and deductibles if available at reasonable rates
	FOR SUBLESSEES ONLY: All Risk, including business personal property, improvements and betterments, and	Business Interruption: one (1) year of gross rents; All Other Property: Limits based on full replacement cost value

	business interruption subject to an extended period of indemnity.	
Commercial General Liability <i>Certificate of Insurance Acord Form 25</i>	This insurance should be obtained for operations during or after construction at the Realty Agreement Premises. Bodily injury (including death), personal and advertising injury and property damage, to include coverage for fire, legal liability, and medical payments. Includes including independent contractors and contractual liability. Primary and non-contributory. Combination of primary liability and excess/umbrella liability policies can be used.	Between \$1,000,000 and \$100,000,000 per occurrence, products-completed operations aggregate, and general aggregate per location or per project
	FOR SUBLESSEES ONLY: Primary and non-contributory to any insurance maintained by the Government or Approved Mortgagee. Government designated as Named Insured.	At least \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
Business Auto <i>Certificate of Insurance Acord Form 25</i>	Bodily injury and property damage combined single limit Any auto (Owned, Hired and Non Owned)	Combined Single Limit of at least \$1,000,000 per accident
Crime <i>Certificate of Property Insurance Form Acord Form 27</i>	Evidence of crime insurance or a fidelity bond	Limits adequate to protect Selectee if this exposure exists
Environmental Liability or Pollution Legal Liability	Includes coverage for mold	Limits adequate to protect Selectee if this exposure exists
Underground Storage Tank Environmental Insurance <i>Certificate of Insurance Acord Form 25</i>	If any USTs located on the Property	Limits adequate to protect Selectee if this exposure exists
Workers' Compensation <i>Certificate of Insurance Acord Form 25</i>	Employees	Statutory limits
	FOR SUBLESSEES ONLY: Employees	Statutory limits
Employers' Liability <i>Certificate of Insurance Acord Form 25</i>	Employers Liability, including third-party property coverage	Limits of at least \$1,000,000 each accident, per disease-each employee, and per disease-policy limit respectively
	FOR SUBLESSEES ONLY: Employers Liability	Limits of at least \$1,000,000 each accident, per disease-each employee, and per disease-policy limit respectively

<p>Builder's Risk</p>	<p>This insurance should be obtained upon commencement of construction.</p> <p>Building and/or improvements on the Realty Agreement Premises</p> <p>Full replacement cost value of the Building and/or Improvements of the Realty Agreement Premises</p>
<p><i>Evidence of Property Insurance Form Acord Form 27</i></p>	<p>FOR SUBLESSEES ONLY:</p> <p>This insurance should be obtained upon commencement of construction IF Selectee does not carry such coverage.</p> <p>Building and/or improvements on the Realty Agreement Premises</p> <p>Full replacement cost value of the Building and/or Improvements of the Realty Agreement Premises</p>
<p>Note: Acord Form References are typically standard forms used. Some insurance companies have their own version of these forms. Declarations pages from policies and insurance summaries are <u>not</u> considered acceptable evidence of coverage.</p> <p>All insurance requirements are deal specific and need to be completed in accordance with the transaction.</p>	

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**Request for Qualifications (RFQ)
Appendix C
DOE Mandatory Clauses**

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APPENDIX C
DOE Mandatory Clauses

The Qualified Offerors may be required to incorporate the clauses in this Appendix into the transaction documents, depending on the specifics of the final negotiated terms and conditions of the project.

ANTI-KICKBACK PROCEDURES

(a) Definitions.

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to the Selectee, Selectee’s employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with the Realty Agreement or associated agreements for this solicitation or in connection with a subcontract relating to the Realty Agreement or primary agreements.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a Realty Agreement or associated agreements entered into by the United States.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by the Selectee or a subcontractor of the Selectee for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Subcontractor,” as used in this clause, (1) means any person, other than the Selectee, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind to the Selectee or a subcontract the Selectee enters into in connection with the Realty Agreement or associated agreements, and (2) includes any person who offers to furnish or furnishes general supplies to the Selectee or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Selectee shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Selectee has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Selectee shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Selectee shall cooperate fully with any Federal agency investigating a possible violation

1 described in paragraph (b) of this clause.

- 2 (4) The Government Representative may (i) offset the amount of the kickback against any moneys
 3 owed by the United States under the Realty Agreement and/or (ii) direct that the Selectee withhold
 4 from sums owed a subcontractor under the Realty Agreement the amount of the kickback. The
 5 Government Representative may order that moneys withheld under subdivision (c)(4)(ii) of this
 6 clause be paid over to the Government unless the Government has already offset those moneys
 7 under subdivision (c)(4)(i) of this clause. In either case, the Selectee shall notify the Government
 8 Representative when the moneys are withheld.
- 9 (5) The Selectee agrees to incorporate the substance of this clause, including subparagraph (c)(5) but
 10 excepting subparagraph (c)(1), in all subcontracts under this Realty Agreement.

11 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME**

12 **COMPENSATION**

- 13 (a) *Overtime requirements.* No Selectee or subcontractor contracting for any part of the Realty
 14 Agreement work which may require or involve the employment of laborers or mechanics shall
 15 require or permit any such laborers or mechanics in any workweek in which the individual is
 16 employed on such work to work in excess of 40 hours in such workweek unless such laborer or
 17 mechanic receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours
 18 worked in excess of 40 hours in such workweek.
- 19 (b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Selectee and
 20 subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In
 21 addition, the Selectee and subcontractor are liable for liquidated damages payable to the
 22 Government. The Government Representative will assess liquidated damages at the rate specified at
 23 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or
 24 permitted the employee to work in excess of the standard workweek of 40 hours without paying
 25 overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40
 26 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990
 27 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no
 28 later than January 15 each year.
- 29 (c) *Withholding for unpaid wages and liquidated damages.* The Government Representative will
 30 withhold from payments due under the contract sufficient funds required to satisfy any Contractor or
 31 subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the
 32 contract are insufficient to satisfy Contractor or subcontractor liabilities, the Government
 33 Representative will withhold payments from other Federal or federally assisted contracts held by the
 34 same Prime Selectee that are subject to the Contract Work Hours and Safety Standards statute.
- 35 (d) *Payrolls and basic records.*
- 36 (1) The Selectee and its subcontractors shall maintain payrolls and basic payroll records for all
 37 laborers and mechanics working on project during the Realty Agreement and shall make them
 38 available to the Government until 3 years after Realty Agreement completion. The records shall
 39 contain the name and address of each employee, social security number, labor classifications,
 40 hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and
 41 actual wages paid. The records need not duplicate those required for construction work by
 42 Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate
 43 Requirements statute.
- 44 (2) The Selectee and its subcontractors shall allow authorized representatives of the Government
 45 Representative or the Department of Labor to inspect, copy, or transcribe records maintained
 46 under paragraph (d)(1) of this clause. The Selectee or subcontractor also shall allow authorized

1 representatives of the Government Representative or Department of Labor to interview
2 employees in the workplace during working hours.

3 (e) *Subcontracts*. The Selectee or subcontractor shall insert the provisions set forth in paragraphs (a)
4 through (d) of this clause in subcontracts that may require or involve the employment of laborers
5 and mechanics and require subcontractors to include these provisions in any such lower tier
6 subcontracts. The Selectee shall be responsible for compliance by any sub-Selectee or lower-tier
7 subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

8 **WAGE RATE REQUIREMENTS (CONSTRUCTION), FORMERLY KNOWN AS THE DAVIS-** 9 **BACON ACT**

10 The Government's involvement in the oversight of the Wage Rate Requirements (Construction) are
11 limited to monitoring the Project Owner's responsibilities only during the construction period(s). This
12 oversight involves validating the Project Owner ensures that any class of laborers or mechanics
13 employed or working on the site are in compliance with the Wage Rate Requirements (Construction)
14 wage classifications and standards.

15 **WITHHOLDING OF FUNDS**

16 The Government Representative shall, upon his or her own action or upon written request of an
17 authorized representative of the Department of Labor, withhold or cause to be withheld from the
18 Selectee under this Realty Agreement or any other Federal contract with the same Selectee, or any other
19 federally assisted contract subject to prevailing wage requirements, which is held by the same Selectee,
20 so much of the accrued payments or advances as may be considered necessary to pay laborers and
21 mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any
22 subcontractor the full amount of wages required by the contract. In the event of failure to pay any
23 laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the
24 work, all or part of the wages required by the contract, the Government Representative may, after
25 written notice to the Selectee, take such action as may be necessary to cause the suspension of any
26 further payment, advance, or guarantee of funds until such violations have ceased.

27 **PAYROLLS AND BASIC RECORDS**

28 (a) Payrolls and basic records relating thereto shall be maintained by the Selectee during the course of
29 the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the
30 site of the work. Such records shall contain the name, address, and social security number of each such
31 worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or
32 costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40
33 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours
34 worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under
35 paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer
36 or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or
37 program described in 40 U.S.C. 3141(2)(B), the Selectee shall maintain records which show that the
38 commitment to provide such benefits is enforceable, that the plan or program is financially responsible,
39 and that the plan or program has been communicated in writing to the laborers or mechanics affected,
40 and records which show the costs anticipated or the actual cost incurred in providing such benefits.
41 Selectees employing apprentices or trainees under approved programs shall maintain written evidence of
42 the registration of apprenticeship programs and certification of trainee programs, the registration of the
43 apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

44 (b)

45 (1) The Selectee shall submit weekly for each week in which any Realty Agreement work is
46 performed a copy of all payrolls to the Government Representative. The payrolls submitted shall

1 set out accurately and completely all of the information required to be maintained under
 2 paragraph (a) of this clause, except that full social security numbers and home addresses shall
 3 not be included on weekly transmittals. Instead the payrolls shall only need to include an
 4 individually identifying number for each employee (e.g., the last four digits of the employee's
 5 social security number). The required weekly payroll information may be submitted in any form
 6 desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S.
 7 Department of Labor Wage and Hour Division website at
 8 <https://www.dol.gov/agencies/whd/forms>. The Selectee is responsible for the submission of
 9 copies of payrolls by all subcontractors. Selectees and subcontractors shall maintain the full
 10 social security number and current address of each covered worker, and shall provide them upon
 11 request to the Government Representative, the Selectee, or the Wage and Hour Division of the
 12 Department of Labor for purposes of an investigation or audit of compliance with prevailing
 13 wage requirements. It is not a violation of this section for a Selectee to require a subcontractor
 14 to provide addresses and social security numbers to the Selectee for its own records, without
 15 weekly submission to the Government Representative.

- 16 (2) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the
 17 Selectee or sublessee or his or her agent who pays or supervises the payment of the persons
 18 employed under the Realty Agreement and shall certify—
- 19 (i) That the payroll for the payroll period contains the information required to be
 20 maintained under paragraph (a) of this clause and that such information is correct and
 21 complete;
 - 22 (ii) That each laborer or mechanic (including each helper, apprentice, and trainee)
 23 employed on the Realty Agreement during the payroll period has been paid the full
 24 weekly wages earned, without rebate, either directly or indirectly, and that no
 25 deductions have been made either directly or indirectly from the full wages earned,
 26 other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - 27 (iii) That each laborer or mechanic has been paid not less than the applicable wage rates
 28 and fringe benefits or cash equivalents for the classification of work performed, as
 29 specified in the applicable wage determination incorporated into the contract.
- 30 (3) The weekly submission of a properly executed certification set forth on the reverse side of
 31 Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of
 32 Compliance" required by subparagraph (b)(2) of this clause.
- 33 (4) The falsification of any of the certifications in this clause may subject the Selectee or
 34 subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729
 35 of Title 31 of the United States Code.
- 36 (5) The Selectee or subcontractor shall make the records required under paragraph (a) of this clause
 37 available for inspection, copying, or transcription by the Government Representative or the
 38 Department of Labor. The Selectee or subcontractor shall permit the Government
 39 Representative or the Department of Labor to interview employees during working hours on the
 40 job. If the Selectee or subcontractor fails to submit required records or to make them available,
 41 the Government Representative may, after written notice to the Contractor, take such action as
 42 may be necessary to cause the suspension of any further payment. Furthermore, failure to
 43 submit the required records upon request or to make such records available, may be grounds for
 44 debarment action pursuant to 29 CFR 5.12.

45 **APPRENTICES AND TRAINEES**

- 46 (a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the
 47 work they performed when they are employed pursuant to and individually registered in a bona fide

1 apprenticeship program registered with the U.S. Department of Labor, Employment and Training
2 Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) and
3 Training, or with a State Apprenticeship Agency recognized by the OATELS, or in the first 90 days of
4 probationary employment as an apprentice in such an apprenticeship program, even though not
5 individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency
6 (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of
7 apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio
8 permitted to the Selectee as to the entire work force under the registered program. Any worker listed on
9 a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this
10 paragraph, shall be paid not less than the applicable wage determination for the classification of work
11 actually performed. In addition, any apprentice performing work on the job site in excess of the ratio
12 permitted under the registered program shall be paid not less than the applicable wage rate on the wage
13 determination for the work actually performed. Where a Selectee is performing construction on a project
14 in a locality other than that in which its program is registered, the ratios and wage rates (expressed in
15 percentages of the journeyman's hourly rate) specified in the Selectee's or subcontractor's registered
16 program shall be observed. Every apprentice must be paid at not less than the rate specified in the
17 registered program for the apprentice's level of progress, expressed as a percentage of the journeyman
18 hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in
19 accordance with the provisions of the apprenticeship program. If the apprenticeship program does not
20 specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage
21 determination for the applicable classification. If the Administrator determines that a different practice
22 prevails for the applicable apprentice classification, fringes shall be paid in accordance with that
23 determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS,
24 withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize
25 apprentices at less than the applicable predetermined rate for the work performed until an acceptable
26 program is approved.

27 (b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less
28 than the predetermined rate for the work performed unless they are employed pursuant to and
29 individually registered in a program which has received prior approval, evidenced by formal
30 certification by the U.S. Department of Labor, Employment and Training Administration, Office of
31 Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen
32 on the job site shall not be greater than permitted under the plan approved by OATELS. Every trainee
33 must be paid at not less than the rate specified in the approved program for the trainee's level of
34 progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage
35 determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee
36 program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount
37 of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour
38 Division determines that there is an apprenticeship program associated with the corresponding
39 journeyman wage rate in the wage determination which provides for less than full fringe benefits for
40 apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating
41 in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the
42 wage determination for the classification of work actually performed. In addition, any trainee
43 performing work on the job site in excess of the ratio permitted under the registered program shall be
44 paid not less than the applicable wage rate in the wage determination for the work actually performed. In
45 the event OATELS withdraws approval of a training program, the Contractor will no longer be
46 permitted to utilize trainees at less than the applicable predetermined rate for the work performed until
47 an acceptable program is approved.

48 (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under
49 this clause shall be in conformity with the equal employment opportunity requirements of Executive
50 Order 11246, as amended, and 29 CFR Part 30.

1 **COMPLIANCE WITH COPELAND ACT REQUIREMENTS**

2 The Selectee shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by
3 reference in this agreement.

4 **SUBCONTRACTS (LABOR STANDARDS)**

5 (a) The Selectee or subcontractor shall insert in any subcontracts the clauses entitled *Construction*
6 *Wage Rate Requirements, Contract Work Hours and Safety Standards Act--Overtime Compensation,*
7 *Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements,*
8 *Withholding of Funds, Subcontracts (Labor Standards), Contract Termination--Debarment, Disputes*
9 *Concerning Labor Standards, Compliance with Construction Wage Rate Requirements and Related*
10 *Regulation, and Certification of Eligibility,* and such other clauses as the Government Representative
11 may, by appropriate instructions, require, and also a clause requiring subcontractors to include these
12 clauses in any lower tier subcontracts. The Selectee shall be responsible for compliance by any
13 sublessee or lower tier subcontractor with all of the Realty Agreement clauses cited in this paragraph.

14 (b)

15 (1) Within 14 days after award of the Realty Agreement, the Selectee shall deliver to the
16 Government Representative a completed Statement and Acknowledgment Form (SF1413) for
17 each subcontract, including the subcontractor's signed and dated acknowledgment that the
18 clauses set forth in paragraph (a) of this clause have been included in the subcontract.

19 (2) Within 14 days after the award of any subsequently awarded subcontract the Selectee shall
20 deliver to the Government Representative an updated completed SF 1413 for each additional
21 subcontract.

22 **REALTY AGREEMENT TERMINATION—DEBARMENT**

23 A breach of the Realty Agreement clauses entitled *Construction Wage Rate Requirements , Contract*
24 *Work Hours and Safety Standards Act-- Overtime Compensation, Apprentices and Trainees, Payrolls*
25 *and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards),*
26 *Compliance with Construction Wage Rate Requirements and Related Regulation , or Certification of*
27 *Eligibility* may be grounds for termination of the Realty Agreement, and for debarment as a Selectee and
28 subcontractor as provided in 29 CFR 5.12.

29 **COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED**
30 **REGULATIONS**

31 All rulings and interpretations of the Construction Wage Rate Requirements and Related Acts contained
32 in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this Realty Agreement.
33

34 **DISPUTES CONCERNING LABOR STANDARDS**

35 The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for
36 resolving disputes concerning labor standards requirements. Such disputes shall be resolved in
37 accordance with those procedures and not the Disputes clause of this agreement. Disputes within the
38 meaning of this clause include disputes between the Selectee (or any of its subcontractors) and the
39 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

40 **CERTIFICATION OF ELIGIBILITY**

41 (a) By entering into this agreement, the Selectee certifies that neither it (nor he or she) nor any person
42 or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded
43 Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

44 (b) No part of this Realty Agreement shall be subcontracted to any person or firm ineligible for award

1 of a Government contract by virtue of section 3(a) of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

2 (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

3 **BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE**
 4 **AGREEMENTS**

5 (a) *Definitions.* As used in this clause—

6 *Caribbean Basin country construction material* means a construction material that—

7 (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

8 (2) In the case of a construction material that consists in whole or in part of materials from another
 9 country, has been substantially transformed in a Caribbean Basin country into a new and different
 10 construction material distinct from the materials from which it was transformed.

11 *Commercially available off-the-shelf (COTS) item*—

12 (1) Means any item of supply (including construction material) that is—

13 (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product”
 14 at Federal Acquisition Regulation (FAR) [2.101](#));

15 (ii) Sold in substantial quantities in the commercial marketplace; and

16 (iii) Offered to the Government, under a contract or subcontract at any tier, without
 17 modification, in the same form in which it is sold in the commercial marketplace; and

18 (2) Does not include bulk cargo, as defined in [46 U.S.C.40102\(4\)](#), such as agricultural products and
 19 petroleum products.

20 *Component* means an article, material, or supply incorporated directly into a construction material.

21 *Construction material* means an article, material, or supply brought to the construction site by the
 22 Selectee or sublessee for incorporation into the building or work. The term also includes an item
 23 brought to the site preassembled from articles, materials, or supplies. However, emergency life safety
 24 systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete
 25 systems incorporated into a public building or work and that are produced as complete systems, are
 26 evaluated as a single and distinct construction material regardless of when or how the individual parts
 27 or components of those systems are delivered to the construction site. Materials purchased directly by
 28 the Government are supplies, not construction material.

29 *Designated country* means any of the following countries:

30 (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country
 31 (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech
 32 Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland,
 33 Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg,
 34 Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania,
 35 Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United
 36 Kingdom);

37 (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica,
 38 Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco,
 39 Nicaragua, Oman, Panama, Peru, or Singapore);

40 (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso,
 41 Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,
 42 Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati,

1 Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger,
 2 Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia,
 3 South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

- 4 (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire,
 5 British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba,
 6 St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or
 7 Trinidad and Tobago).

8 *Designated country construction material* means a construction material that is a WTO GPA country
 9 construction material, an FTA country construction material, a least developed country construction
 10 material, or a Caribbean Basin country construction material.

11 *Domestic construction material* means—

- 12 (1) For construction material that does not consist wholly or predominantly of iron or steel or a
 13 combination of both-

14 (i) An unmanufactured construction material mined or produced in the United States; or

15 (ii) A construction material manufactured in the United States, if—

- 16 (A) The cost of its components mined, produced, or manufactured in the United States
 17 exceeds 60 percent of the cost of all its components, except that the percentage will be 65
 18 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items
 19 delivered starting in calendar year 2029.

20 (B) The construction material is a COTS item; or

- 21 (2) For construction material that consists wholly or predominantly of iron or steel or a combination
 22 of both, a construction material manufactured in the United States if the cost of foreign iron and
 23 steel constitutes less than 5 percent of the cost of all components used in such construction
 24 material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or
 25 steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in
 26 the manufacture of the construction material and a good faith estimate of the cost of all foreign
 27 iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin
 28 are treated as foreign. If the construction material contains multiple components, the cost of all
 29 the materials used in such construction material is calculated in accordance with the definition of
 30 "cost of components".

31 *Fastener* means a hardware device that mechanically joins or affixes two or more objects together.
 32 Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

33 *Foreign construction material* means a construction material other than a domestic construction
 34 material.

35 *Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the
 36 United States means that all manufacturing processes of the iron or steel must take place in the United
 37 States, from the initial melting stage through the application of coatings, except metallurgical
 38 processes involving refinement of steel additives. The origin of the elements of the iron or steel is not
 39 relevant to the determination of whether it is domestic or foreign.

40 *Free Trade Agreement country construction material* means a construction material that-

- 41 (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

42 (2) In the case of a construction material that consists in whole or in part of materials from another
 43 country, has been substantially transformed in a FTA country into a new and different
 44 construction material distinct from the materials from which it was transformed.

1 *Least developed country construction material* means a construction material that-

2 (1) Is wholly the growth, product, or manufacture of a least developed country; or

3 (2) In the case of a construction material that consists in whole or in part of materials from another
4 country, has been substantially transformed in a least developed country into a new and different
5 construction material distinct from the materials from which it was transformed.

6 *Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel
7 content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost
8 of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings
9 utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel
10 components excluding COTS fasteners.

11 *Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and
12 may include other elements.

13 *United States* means the 50 States, the District of Columbia, and outlying areas.

14 *WTO GPA country construction material* means a construction material that-

15 (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

16 (2) In the case of a construction material that consists in whole or in part of materials from another
17 country, has been substantially transformed in a WTO GPA country into a new and different
18 construction material distinct from the materials from which it was transformed.

19 (b) Construction materials.

20 (1) It is preferred that the Selectee use U.S. domestic or designated country construction materials,
21 supplies, end products to the greatest extent possible.

22 (2) The requirement in paragraph (b)(1) of this clause does not apply to information technology that
23 is a commercial product.

Department of Energy

**Realty Agreement for Carbon
Pollution-Free Electricity Projects
at Hanford Site**



**Request for Qualifications (RFQ)
Appendix D
Offeror's Cover Page**

**APPENDIX D.
OFFEROR'S COVER PAGE**

Request for Qualifications

Hanford Cleanup to Clean Energy Project

OFFEROR:

(Name of Company)

(Point of Contact)

(Street Address) (Telephone Number)

(City, State and Zip Code) (Fax Number)

(Electronic Mail Address)

Authorized representative and signatory for Offeror:

(Print) Name

Title

Date

Signature

Department of Energy

**Realty Agreement for Carbon
Pollution-Free Electricity Projects
at Hanford Site**



**Request for Qualifications (RFQ)
Appendix E
Non-Disclosure Agreement**

DRAFT

APPENDIX E
NON-DISCLOSURE AGREEMENT
NON-DISCLOSURE AGREEMENT CONCERNING PROPRIETARY
INFORMATION

During the review and selection process of the Hanford Cleanup to Clean Energy Project, it may be necessary for the Government to be furnished proprietary information from Offerors. With respect to such information, it is agreed as follows:

1. "Proprietary Information" shall include, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data and concepts originated by the disclosing Offeror, not previously published or otherwise disclosed to the general public, not previously available without restriction to others, nor normally furnished to others without compensation, and which the Offeror desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Non-Disclosure Agreement and appropriately identified as being proprietary when furnished.
2. In order for proprietary information disclosed by an Offeror to be protected in accordance with this Non-Disclosure Agreement, it must be: (a) in writing; (b) clearly identified as proprietary information at the time of its disclosure by each page thereof being marked with an appropriate legend indicating that the information is deemed proprietary by the disclosing party; and (c) sent to the DOE via email directly to EMCleanEnergy@em.doe.gov. The submission should be single sided, 8.5 x 11" paper, standard 12 pt font, using Microsoft Word. Neither party shall identify information as proprietary that is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary clause.
3. Each Receiving Party covenants and agrees that it will, notwithstanding that this Non-Disclosure Agreement or the foregoing review process may have terminated or expired, keep in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons, any and all information which is received from the Offerors under this Non-Disclosure Agreement and that has been protected in accordance with paragraph 2 hereof, provided, however, that the Receiving Party shall not be liable for disclosure of any such information if the same:
 - a. Was in the public domain at the time it was disclosed, or
 - b. Becomes part of the public domain without breach of this Agreement, or
 - c. Is disclosed with the written approval of the other party, or
 - d. Is disclosed after three years from receipt of the information, or
 - e. Was independently developed by the Receiving Party, or
 - f. Is or was disclosed by the disclosing party to a third party without restriction, or
 - g. Is disclosed pursuant to the provisions of a court order.
 - h. As between the parties hereto, the provisions of this Paragraph 3 shall supersede the provisions of any inconsistent legend that may be affixed to said data by the disclosing party, and the inconsistent provisions of any such legend shall be without any force or effect. Any protected information provided by one party to the other shall be used only in furtherance of the purposes described in the foregoing review process, and shall be, upon request at any time, returned to the disclosing party. If either party loses or makes unauthorized disclosure of the other party's protected information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

4. The standard of care for protecting Proprietary Information will be that degree of care a prudent individual would use to prevent disclosure, publication, or dissemination of his/her own proprietary information.
5. The Receiving Party shall not be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as the Receiving Party normally takes to preserve its own such data or information.
6. In providing any information hereunder, the Offeror makes no representations, either express or implied, as to the information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall the Offeror incur any liability or obligation whatsoever by reason of such information, except as provided under Paragraph 4, hereof.
7. Notwithstanding the termination or expiration of the foregoing review process of the project, the obligations of the Receiving Party with respect to proprietary information shall continue to be governed by this Non-Disclosure Agreement.
8. This Non-Disclosure Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder and supersedes all prior or contemporaneous written understandings regarding this issue. This Non-Disclosure Agreement shall not be modified or amended, except in a written instrument executed by the parties.
9. Nothing contained in this Non-Disclosure Agreement shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other party.
10. Nothing contained in this Non-Disclosure Agreement shall grant to either party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that other party.
11. The effective date of this Non-Disclosure Agreement shall be the date of the last signature below.
12. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the State of Washington if no federal law applies.
13. This Non-Disclosure Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This consent requirement shall not apply in the event either party shall change its corporate name or merge with another organization. This Non-Disclosure Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.
14. It is understood that neither the Receiving Party, the Receiving Party's employer, nor the Receiving Party's agents may participate as an Offeror, subcontractor, or consultant to an Offeror or Offeror's subcontractor with respect to the Hanford Cleanup to Clean Energy Lease Project.
15. This agreement may be executed and delivered in counterparts.

Offeror:

Receiving Party:

Signature

Signature

Name (Printed)

Date

Name (Printed)

Date