



Department of Energy
Savannah River Operations Office
P.O. Box A
Aiken, South Carolina 29802

4/15/24

Ms. Susan B. Fulmer, P. G., Manager
Federal Remediation Section
Division of Site Assessment, Remediation
and Revitalization
Bureau of Land and Waste Management
South Carolina Department of Health
and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

Mr. Jon Richards,
Savannah River Site Remedial Project Manager
Superfund Division
U. S. Environmental Protection Agency,
Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Dear Ms. Fulmer and Mr. Richards:

**SUBJECT: U. S. Department of Energy Notification of Proposed Lease(s) for Carbon
Pollution-Free Electricity Projects at the Savannah River Site (SRS)**

In accordance with the requirements of the Federal Facility Agreement Section XLVI, Property Transfer, the U.S. Department of Energy (DOE) is notifying U.S. Environmental Protection Agency (EPA) and South Carolina Department of Health and Environmental Control (SCDHEC) of its intent to enter into one or more leases with one or more developers for property at the SRS.

Under Executive Order 14057, DOE has been tasked with using a “coordinated, whole-of-government approach” to achieve 100 percent carbon pollution-free electricity on a net annual basis by 2030, including 50 percent 24/7 carbon pollution-free electricity. (Section 102(a)(i), 86 Fed. Reg. 70935 (December 13, 2021)). Pursuant to DOE’s Cleanup to Clean Energy initiative, DOE is exploring the best ways to utilize DOE-owned and controlled lands for clean energy generation. DOE will lead by example by siting and constructing on-site Carbon Pollution Free Electricity (CFE) generation and storage projects in a manner that maximizes compatibility with native plants and wildlife at its Sites.

The DOE intends to enter into a lease agreement with one or more qualified offerors for the purposes of designing, financing, permitting, developing, constructing, installing, owning, maintaining, operating, decommissioning and restoration for a photovoltaic solar power (PSP) generation facility. This includes such conduits, lines, wiring, electrical systems, interconnection facilities, and other ancillary facilities and equipment reasonably required for the installation, maintenance, operation, decommissioning and site restoration of a PSP generation facility that maximizes solar generation.

Ms. Fulmer and Mr. Richards

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April 15, 2024

The anticipated lease duration will include three periods – development, construction, and initial operations, consistent with best practices for the proposed project type. This notification is the first step of the initial development period of two to four years to establish project requirements, to complete regulatory requirements such as National Environmental Policy Act (NEPA) and National Historic Preservation Act, address interconnection and other regulatory requirements, secure project financing, complete project design, order long lead-time items and complete any other tasks required to begin construction of the solar facility. In compliance with the NEPA requirements and in order to ensure the integrity of the NEPA process, the Realty Agreement [lease] will permit, prior to the completion of NEPA, only those activities that would be allowable interim actions under NEPA (40 CFR 1056.1). Specifically, “no actions concerning the proposal may be taken that would: (1) Have an adverse environmental impact; or (2) Limit the choice of reasonable alternatives.” (40 CFR 1506.1(a)).

The DOE released a Notice of Request for Qualifications to interested parties on March 9, 2024 (Attachment 1). Proposals from Offerors are due to DOE by April 19, 2024, and lease(s) are expected to be signed in the first week of July this year. This timing allows selected Offeror(s) to complete initial facility design work and apply for interconnection by August 29, 2024, to meet the deadline set by Dominion Energy South Carolina. Applications received by Dominion after August 29th will not be considered until the following year.

As provided for in the Federal Facility Agreement (FFA), in the event that DOE determines to enter into any contract for the sale or transfer of any of the SRS, DOE shall comply with the requirements of Section 120(h) of CERCLA, 42 U.S.C. § 9620(h), in effectuating that sale or transfer, including all notice requirements. Specifically, the lease will include a reference to the FFA and the information required by 42 U.S.C. 9620(h)(1) and (3)(A)(i) and (iii). We note that 42 U.S.C. 9620(3)(A) (ii) does not apply to transfers by lease (42 U.S.C. 9620(3)(B)). Nevertheless, DOE will retain access rights to the property for purposes of conducting required remediation.

The DOE believes this letter satisfies the requirement for DOE to notify the EPA and SCDHEC of the proposed lease at least ninety (90) days prior to the effective date of the lease. However, please let me know if you have any questions by calling me at (803) 952-7805.

Sincerely,

**AVERY
HAMMETT**

Digitally signed by
AVERY HAMMETT
Date: 2024.04.15
15:30:40 -04'00'

Avery G. Hammett
Federal Facility Agreement Project Manager
DOE-Savannah River
Remediation and Deactivation
and Decommissioning Division

IOD-24-005

cc:

J. Blalock, SCDHEC-Columbia
S. French, SCDHEC-Columbia
M. Reese, SCDHEC-Columbia
G. Taylor, SCDHEC-Columbia

Ms. Fulmer and Mr. Richards

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April 15, 2024

G. Stewart, SCDHEC-Columbia
T. Fuss, SCDHEC-Aiken
G. O'Quinn, SCDHEC-Aiken
B. Cameron, SCDHEC-Aiken
H. Herlong, SCDHEC-Aiken
J. Dawson, EPA-Atlanta
B. Martin, EPA-Atlanta



Department of Energy
Washington, DC 20585

March 9, 2024

To: Interested Parties

CARBON POLLUTION-FREE ELECTRICITY PROJECT(S) AT THE SAVANNAH RIVER SITE – NOTICE OF REQUEST FOR QUALIFICATIONS

This letter hereby serves as the official notice to interested parties and prospective offerors that the Department of Energy (DOE) is releasing the Request for Qualifications (RFQ) pertaining to a Realty Agreement for Carbon Pollution-Free Electricity (CFE) Project(s) at the Savannah River Site. The Final RFQ can be found on the accompanying website (<https://www.energy.gov/em/em-clean-energy-land-reuse>).

Electronic media will be the primary method of communication regarding this RFQ. The RFQ, amendments issued, responses to questions received from prospective Offerors, and other official communications from the DOE will be posted on the EM Cleanup to Clean Energy website and, when necessary, on SAM.gov. Interested Parties/Prospective Offerors shall be responsible for reviewing the website regularly for information, notices, and updates regarding the RFQ.

Questions pertaining to the RFQ shall be submitted in writing to the following email address: SRSCleanEnergy@srs.gov **no later than 11:59 p.m. Eastern Time, March 22, 2024.** Prospective Offerors shall use the enclosed “Industry Comment Template” when submitting questions. To facilitate a thorough and timely response to all questions, Prospective Offerors are encouraged to submit questions pertaining to the RFQ as early as possible, but no later than the date shown above. DOE will post amendments issued to the RFQ, responses to questions, and other official communication via the EM Cleanup to Clean Energy website and SAM.gov (amendments only). DOE intends to answer all questions pertaining to the RFQ as thoroughly and efficiently as possible.

Background

Under Executive Order 14057, the Department has been tasked with using a “coordinated, whole-of-government approach” to achieve 100 percent carbon pollution-free electricity on a net annual basis by 2030, including 50 percent 24/7 carbon pollution-free electricity. (Section 102(a)(i), 86 Fed. Reg. 70935 (December 13, 2021)). Pursuant to the Department’s Cleanup to Clean Energy initiative, DOE is exploring the best ways to

Interested Parties

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utilize DOE-owned and controlled lands for clean energy generation. DOE will lead by example by siting and constructing on-site CFE generation and storage projects in a manner that maximizes compatibility with native plants and wildlife at its Sites.

The DOE contemplates issuing a Realty Agreement for CFE Project(s) at the Savannah River Site by selecting one or more Qualified Offerors that will utilize the Property for the purposes set forth in the RFQ and consistent with Executive Order 14057. The Realty Agreement with the Government is ultimately for the purpose of installation, maintenance, and operation of a solar power generation facility that maximizes the amount of CFE production for the available land and its interconnection with the local public electric utility system. The anticipated Realty Agreement duration will include three periods – development, construction, and initial operations, consistent with best practices for the proposed project type. The basis for selection of the Offeror(s) is outlined in the RFQ.

The proposal preparation period for responses to this RFQ for the solar power generation Project(s) at the Savannah River Site was established at approximately 42 calendar days. Proposals shall be submitted to: SRSCleanEnergy@srs.gov **no later than 11:59 p.m. Eastern Time, April 19, 2024.**

DOE looks forward to receiving proposals in response to the RFQ.

Sincerely,

Larry Kelly, MBA, RECO, CRS
Realty Officer/Asset Management Division
U.S. Department of Energy
Environmental Management Consolidated
Business Center (EMCBC)

Enclosures:

Final RFQ (with Appendices A - E)
Industry Comment Matrix

Department of Energy

Realty Agreement for Carbon Pollution-Free Electricity Projects at Savannah River Site



Request for Qualifications (RFQ)

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1.0 EXECUTIVE SUMMARY

- a) Executive Order 13327, *Federal Real Property Asset Management*, states that “It is the policy of the United States to promote the efficient and economical use of America’s real property assets and to assure management accountability for implementing Federal real property management reforms.” Furthermore, Executive Order 14057, *Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability*, directs agencies to “facilitate new carbon pollution-free electricity (CFE) generation and energy storage capacity by authorizing use of their real property assets, such as rooftops, parking structures, and adjoining land, for the development of new carbon pollution-free electricity generation and energy storage through leases, grants, permits, or other mechanisms, to the extent permitted by law.”
- b) The Atomic Energy Act of 1954, 42 U.S.C. 2011, *et. seq.*, as amended, authorizes the Department of Energy to enter into Realty Agreements (leases, easements, etc.) for the use of real property, with non- Federal entities.
- c) Pursuant to the foregoing Executive Orders and statutory authority, the Department of Energy (DOE) (the “**Government**” or “**DOE**”) is issuing this Request for Qualifications (the “**RFQ**”) to solicit proposals from entities interested in entering into a long-term Realty Agreement for all or a portion of identified real property located at the Savannah River Site (SRS) in South Carolina. The Realty Agreement with the Government is for the purposes of designing, financing, permitting, developing, constructing, installing, owning, maintaining, operating, decommissioning and restoration for a photovoltaic solar power (PSP) generation facility including such conduits, lines, wiring, electrical systems, interconnection facilities, and other ancillary facilities and equipment reasonably required for the installation, maintenance, operation, decommissioning and site restoration of a PSP generation facility that maximizes solar generation given the available real property described herein. While the primary goal is the development of solar power generation capacity, the developer may wish to include energy storage as an option. The developer shall be responsible for its interconnection with the local public electric utility system for private and/or public use and operation. (Collectively referred herein as the “**Project**”). The proposed real property is comprised of approximately 6,800 acres of land separated into six tracts. (the “**Property**”). The Government anticipates that each of the tracts comprising the Property may contain a PSP facility as described above and that PSP facility will create Energy Attribute Certificates (EAC), a portion of which will be retired on behalf of the DOE Savannah River Site (SRS) as a requirement of the Realty Agreement. The Government anticipates entering into a Realty Agreement that includes the following periods:

- i) An initial development period of two to four years to establish project requirements, to complete regulatory requirements such as NEPA (National Environmental Policy Act) and NHPA (National Historic Preservation Act), address interconnection and other regulatory requirements, secure project financing, complete project design, order long lead-time items and complete any other tasks required to begin construction of the solar facility. (See Section 3.1 (n) below for further discussion of NEPA and allowable interim actions, prior to the completion of NEPA.)
 - ii) one to two years for a project construction timeline consistent with commercial best practices for constructing a project of the proposed type.
 - iii) an initial operations period that is anticipated to be for 25-40 years with potential renewal periods.
- d) This RFQ is for the development of any of the tracts of land described herein and **Offerors** may submit proposals to develop a single tract or multiple tracts. The Government can decide to allow development on any, all or none of the tracts. The Government may decide to allow one or multiple offerors develop one or more of the tracts. Should the Government decide to allow for development of additional lands, it may choose to select additional proposals from this RFQ, conduct a new competition, or exercise its authority to grant temporary use of these lands in another manner, consistent with applicable laws. In accordance with and subject to the terms, requirements, and conditions of this RFQ, the Government will evaluate all proposals received from Offerors to qualify and select one or more “**Qualified Offeror(s)**” with whom to enter into Realty Agreement negotiations. A Qualified Offeror with whom the Government enters into a written and legally binding Realty Agreement is hereinafter referred to as a “**Selectee**”.
- e) The Government’s objectives in issuing this RFQ and entering into a Realty Agreement for the Property (Realty Agreement Objectives) include, but are not limited to, the following (collectively, the “**Objectives**”).

Evaluating Offerors and selecting one or more Qualified Offeror(s) that will:

- i) enter into a Realty Agreement for the Property (or portion of) for the purposes set forth in section 1.0.c in accordance with DOE’s legal authorities and consistent with the terms documented in the RFQ.

- ii) provide Energy Attribute Certificates (EACs) resulting from onsite generation of clean energy that are retired on behalf of DOE in numbers sufficient to offset non-carbon-free energy consumed at DOE Savannah River Site.
- iii) enter into a Realty Agreement for use of the Property in a manner that minimizes risk to the Government.
- iv) enter into a Realty Agreement for use of the Property in a manner that is compatible with the Government mission and adjacent Government uses.
- v) enter into a Realty Agreement for use of the Property in a manner that minimizes and/or mitigates environmental and cultural impacts.
- vi) enter into a Realty Agreement for use of the Property consistent with best commercial practices; and enter into a Realty Agreement for use of the Property in a manner that supports the relationships with local Governmental authorities, and the surrounding communities.

2.0 EXISTING CONDITIONS

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

There are no entitlements being granted or conveyed with the use of the Property to the Selectee by the Government other than those activities necessary for the specified purpose and described in the Realty Agreement. As used in this RFQ, the term “**entitlements**” means those land or development rights required for the development of Selectee improvements on the Property in accordance with federal, state, and local regulations, rules, ordinances, policies, and laws.

- b) Offeror(s) shall rely solely and exclusively on their own independent investigation and due diligence in determining whether the Property is suitable for their proposed use. The Property is more generally depicted in **Appendix A (“Depiction of the Property and Existing Encumbrances”)** attached hereto and incorporated herein by this reference.
- c) Without limiting the foregoing and notwithstanding anything herein to the contrary, to the best of the Government's actual knowledge, the Government is not aware of any existing conditions

that would prevent development on the Property, except as is expressly provided in Appendix A and any other information disclosed or made available to the Offeror(s), Qualified Offeror(s), and/or Selectee(s). To the extent possible, the Government will provide Offeror(s) with access to all relevant and available environmental documentation concerning the Property known, to the best of the Government's actual knowledge, to be in the Government's possession. The Government is conducting radiological clearance and an Environmental Baseline Assessment of the Property. Background information on the Savannah River Site is available at <https://www.srs.gov/general/srs-home.html> and information on the existing environment at the Savannah River Site is posted at www.energy.gov/em/em-clean-energy-land-reuse. As used in this RFQ, the term "Actual Knowledge" means the information actually known to the Government or that could be reasonably inferred to have been known to the Government after reasonable investigation. Offerors shall rely solely and exclusively on their own independent investigation and due diligence in determining whether the Property is suitable for their proposed use.

- d) DOE's decision whether to execute a Realty Agreement is subject to several environmental laws and regulations, including NEPA (42 U.S.C. § 4321, *et seq.*). NEPA requires federal agencies to consider the potential environmental impacts of their proposed actions prior to making a decision. For additional background on NEPA, please see DOE's NEPA website, at <https://www.energy.gov/nepa>.
- e) The National Historic Preservation Act (NHPA) (54 U.S.C. § 300101, *et seq.*) requires federal agencies consider the impact of their actions on historic properties. For additional background on NHPA, please see the Advisory Council on Historic Properties website at <https://www.achp.gov>.
- f) While NEPA and NHPA compliance is a Federal Agency responsibility and the ultimate decision remains with the Federal Agency, all Qualified Offeror(s)/Selectee(s) will be required to assist in the timely and effective completion of the applicable regulatory processes, as appropriate, in the manner most pertinent to their proposed project. The Qualified Offeror(s)/Selectee(s) may choose to enter a third-party agreement wherein the Qualified Offeror(s)/Selectee(s) pays an environmental contractor, approved by DOE, to prepare the required regulatory documentation (e.g., NEPA document), to the satisfaction of DOE. DOE must fully comply with applicable regulatory processes (e.g., NEPA and NHPA) prior to Realty Agreement execution, or if the regulatory processes are not completed before Realty Agreement execution, then the Realty Agreement shall be contingent on completion of the applicable regulatory processes (e.g., NEPA and NHPA).

- g) Additionally, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requires federal agencies to provide notice when property owned by the United States is transferred. (42 U.S.C. § 9620 (h)). The Savannah River Site is subject to the provisions of CERCLA. The Federal Facility Act (FFA) for the Savannah River Site, Section XLVI, Property Transfer, will also be applicable to the Realty Agreement.
- h) The Qualified Offeror(s)/Selectee(s) shall be responsible, at its own expense, for all required permit(s) and all costs related to compliance with applicable laws and regulations. The Government is responsible for government-to-government consultation with federally recognized Tribes. The Qualified Offeror(s) and Government shall reach an agreement with respect to the physical appearance and condition of the Property and shall prepare and execute a Physical Condition Report evidencing their agreement prior to execution of the Realty Agreement.
- i) The Government is leasing the Property subject to all existing encumbrances (recorded and unrecorded). To the best of the Government's Actual Knowledge, a list of such encumbrances is attached hereto as Appendix A (the "Depiction of the Property and Existing Encumbrances").
- j) The Property may be located in the state of South Carolina within Aiken County, Barnwell County or straddling the boundary between the two counties.

3.0 GENERAL REALTY AGREEMENT REQUIREMENTS

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

3.1 TERMS AND REQUIREMENTS

- a) The Offeror(s) shall provide anticipated length of time in months for the three periods previously identified – development, construction, and initial operations, consistent with commercial best practices for the proposed project type. DOE may ask for further justification as needed.

- b) Transfers, assignments, and subleases are not permitted without written approval by DOE. Where Qualified Offeror(s) will be arranging tax equity financing for the Project, DOE will consider transfers, assignments, or subleases.
- c) The Government and its agents and employees reserve the right to enter the Property at reasonable times, and at any time if an emergency, without charge, liability, or abatement of rent, for any purposes not inconsistent with the Selectee's permitted use.
- d) The Government shall have the right to terminate the Realty Agreement.
- e) During negotiations, the Government and the Qualified Offeror(s) will negotiate and mutually agree to the consideration which will be provided by the Selectee(s) to the Government for the three periods – development, construction, and initial operations.
- k) The Selectee's Realty Agreement interest in the Property and its operations and activities on the Property may be taxed by State and local governments. The Selectee (s) shall be solely responsible for all taxes levied by any taxing authority. The Government makes no warranties or assertions in reference to taxation. Selectee (s) shall rely solely and exclusively on their own independent investigation and due diligence in determining taxation.
- f) The Selectee's use(s) of the Property shall be compliant with the Realty Agreement terms, all applicable laws and regulations, and compatible with the mission of the DOE site at which the Property is located.
- g) The Selectee(s) shall ensure that insurance policies required are obtained and maintained throughout the term of the Realty Agreement in accordance with the requirements set forth in **Appendix B** (the "**Insurance Requirements**") attached hereto and incorporated herein by this reference.
- h) Any and all utilities and services necessary or required for the Property or the Project as a result of, or related to, this Realty Agreement shall be obtained and provided for by the Selectee(s), at its sole cost and expense.
- i) Any preparation of the Property to make it suitable for the Selectee's operation such as deforesting, stump removal, grading, and erosion control shall be obtained and provided for by the Selectee(s), at its sole cost and expense.

- j) The Selectee(s) are not permitted to interconnect to any DOE-owned electrical infrastructure/assets without written approval by DOE, which may be withheld for any justifiable reason.
- k) The Selectee(s) have full responsibility to find and execute an agreement with the local utility for an appropriate point of transmission-level interconnection. This RFQ does not require or otherwise obligate the DOE to purchase any service or product from or of the Project.
- l) At the present time there are no known Realty Agreement expenditures related to this Project. In the event that Realty Agreement expenditures are later identified, they will be determined by the Government, prior to the execution of the Realty Agreement. Any requirement for any payment or obligation of funds by DOE pursuant to the Realty Agreement shall be subject to the availability of funds, and no provision herein shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, nor shall anything herein be construed to imply that the Congress will appropriate funds for any payments in accordance with the Realty Agreement.
- m) Upon the expiration or earlier termination of the Realty Agreement, the Selectee(s) shall, at no cost to the Government and to the reasonable satisfaction of the Government, demolish or remove all or a portion of, as designated by the Government, structures or improvements located on the Property, abandon, vacate or remove utilities or other infrastructure from the Property, restore the Property and surrender Property to the Government in the condition it existed on the date the Realty Agreement was executed, unless the Government, at its sole discretion and subject to applicable law, elects to retain all or a portion of the Realty Agreement improvements located on the Property, without compensation to the Selectee(s). Additionally, the Selectee (s) shall be responsible for any remediation costs and/other costs associated with returning the Property to the condition it existed on the date the Realty Agreement was executed.
- n) As this RFQ and Realty Agreement are structured, DOE may complete NEPA and then execute a Realty Agreement, or DOE may execute a conditional Realty Agreement that is contingent on the completion of NEPA (including completion of the NEPA analysis and decision document such as a Finding of No Significant Impact (FONSI) or Record of Decision (ROD)) and a decision to proceed with the Project. If, after completion of NEPA, DOE decides not to proceed with the Project, the Realty Agreement will be terminated. In compliance with the NEPA requirements and in order to ensure the integrity of the NEPA process, the Realty Agreement will permit, prior to the completion of NEPA, only those activities that would be allowable interim actions under NEPA (40 CFR

1056.1). Specifically, “no actions concerning the proposal may be taken that would: (1) Have an adverse environmental impact; or (2) Limit the choice of reasonable alternatives.” (40 CFR 1506.1(a)). Prior to taking actions, before the completion of NEPA, the Selectee(s) must receive authorization from DOE. Specific actions shall be submitted in writing to the Realty Officer responsible for the administration of this action for assessment by the NEPA Compliance Officer (NCO). The NCO will make fact-specific determinations on whether the actions are allowable interim actions. Examples of typically permissible activities include, but are not limited to, the preparation and submission of applications for licenses, permits, or other regulatory authorizations necessary for the Project; and background regulatory work such as the production of engineering studies, feasibility studies, or designs that will be needed to support regulatory approvals. Examples of activities that are typically not permissible interim actions include construction of facilities or activities that are surface disturbing or involve exploitation of resources. DOE’s NEPA analysis will be conducted pursuant to the Council on Environmental Quality (CEQ) NEPA regulations at 40 CFR parts 1500 et. seq., and the DOE NEPA implementing regulations at 10 CFR part 1021. Further, DOE will not commit resources to activities that prejudice its selection of alternatives before making a final decision (40 CFR 1502.2 (f)).

3.2 FINANCIAL REQUIREMENTS

- a) The Qualified Offeror(s) must provide the Government documented evidence demonstrating that the Qualified Offeror(s) has or will have all funds/financing necessary to accomplish and complete planning, design, permitting, and construction of the energy generation and/or energy storage facility on or before the date of Realty Agreement execution. This could include but is not limited to a corporate parent guarantee of credit facility, an appropriate financial or investment company guarantee of credit facility, audited company financial statements or other evidence of adequate financial resources that is acceptable to the Government.
- b) The Qualified Offeror(s) shall not cross-collateralize or cross-default the Realty Agreement, or the assets or revenues of the Project, without prior written approval of the Government, which approval shall not be unreasonably withheld. The Selectee(s) shall not assign, pledge, provide as collateral, or otherwise transfer its interest in the Realty Agreement, in the net cash flows, or in the ownership of the Project, in whole or in part, without prior written approval of the Government. Where the Selectee will be arranging tax equity financing for the Project, the Selectee shall seek prior written approval of the Government for any planned future changes in the Project ownership or cash flows.

- c) The Selectee(s) shall be solely responsible for the payment of any property taxes, personal property taxes and assessments, including special assessments, utility rents, any charges imposed in lieu of ad valorem taxes, and all other taxes or charges levied against the Project (including the costs of contesting such taxes), or assessments levied against the Selectee(s) interest in the use of the Property or against its activities or operations on the Property.
- d) The Government may require the Selectee(s) to establish and maintain a decommissioning bond to manage the demolition of improvements installed by or for the Selectee(s) on the Property and restore the Property to the condition in which it existed on the date the Realty Agreement was executed, upon the expiration or termination of the Realty Agreement.
- e) The Selectee(s) shall, at its sole expense, obtain any and all required permits and approvals and pay all required expenses and fees in connection with its development of the Project.

3.3 DEVELOPMENT AND USE REQUIREMENTS

- a) All development activities on the Property shall be in accordance with applicable Federal, State, and local laws rules, regulations, and ordinances, including building codes, as they may be amended from time to time.
- b) The Project shall be viable without any commitment or contribution, monetary or otherwise, from the Government.
- c) All development and construction on the Property shall be compatible with the plans, programs, and missions of the DOE site at which the Property is located.
- d) Development and construction on the Property will be subject to DOE security requirements.
- e) Relocation of existing improvements on the Property, if any, shall be at the Selectee's sole cost and expense and will be subject to Government's consent and approval, which may be conditioned or denied.
- f) The Selectee(s) shall, at its sole cost and expense, erect a fence or boundary demarcation around the perimeter of the Property, as deemed necessary by the Government and of a type and kind approved by the Government.

- g) Selectee(s) is responsible for preventing where possible, minimizing, and repairing soil erosion during the term of facility operation. Further, Selectee must restore areas of erosion resulting from the construction of improvements on the Property and the adjacent land impacted by the erosion.
- h) Prior to the commencement of any construction, the Selectee(s) shall deliver to the Government payment or decommissioning bond in amounts and subject to conditions deemed acceptable to the Government.
- i) All uses and activities on the Property shall be in compliance with all applicable Federal, State and local laws, rules, regulations, and ordinances.
- j) The Property shall not be used or permitted to be used in any way or for any purpose except as expressly permitted by the Government and set forth in the Realty Agreement.
- k) The following uses and activities are prohibited on the Property due to security and operational incompatibility:
 - i) Any use or activity that adversely affects the health or safety of the Project development workforce, community or the Government, and its mission execution workforce.
 - ii) Structures, activities, and operations that adversely affect site security.
 - iii) Any use or activity that is incompatible with environmental, operational or land use constraints.

4.0 INSTRUCTIONS TO OFFEROR(S)

4.1 GENERAL

- a) This RFQ is not for an acquisition of goods, services or facilities for DOE consumption/use and as such, **is not** governed by the Federal Acquisition Regulation (FAR). This RFQ supports a real estate transaction granting temporary use of DOE controlled property. DOE is opting to solicit responses to this RFQ to inform a decision on granting one or more Realty Agreements on this Property, but DOE retains its right to grant use of this Property in any manner it deems appropriate, consistent with applicable laws and regulations.).
- b) In no event shall this RFQ or any agreement arising as a result of this RFQ require or otherwise obligate the DOE to purchase any service or product from or of the Project. The Government makes no representations regarding the Offeror's ability to secure an agreement(s) for sale and

purchase of the services or products arising directly or indirectly from the Project, Realty Agreement, or the Property.

- c) Responses to comments and questions were considered in development of the Final RFQ. All information concerning the Final RFQ, including generalized responses to questions from prospective Offeror, will be available to all other prospective Offerors. If the information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors, the information will be provided in response to comments or may be furnished as an amendment to the RFQ.
- d) After the receipt and evaluation of acceptable responses to this RFQ, the Qualified Offeror(s) and the Government may negotiate the terms, conditions, agreements, plans, and schedules, etc. to effectively implement the Qualified Offeror's proposed development, use, management and operation of the Property in a manner that is acceptable to the Government. Selected Qualified Offeror(s) and unselected Offeror(s) may ask for a debriefing from the Government selection team.
- e) While the Government intends to enter into a Realty Agreement with one or more Qualified Offeror(s), it is under no obligation to do so and reserves the right to cancel this RFQ and reject all submissions at its sole discretion. The Government reserves the right to suspend and/or amend all provisions of the RFQ and to waive informalities and minor irregularities in offers received where it is in the Government's best interest to do so.
- f) By participating in the RFQ process, Offerors agree to indemnify and hold harmless the United States, its officers, employees, and consultants from all claims, liabilities, and costs related to this RFQ. Under no circumstances will the Government be liable for any real estate brokerage commissions, finder's fees, or other forms of compensation related in any way to activities undertaken by any person as a result of this RFQ. This includes any and all activities related to negotiations with the Qualified Offeror(s).
- g) Offeror (s) shall be responsible, at its own expense, for all costs associated with its proposal, including but not limited to, preparation costs.
- h) This RFQ may be amended by formal written amendment. If this RFQ is amended, then all terms and conditions that are not amended remain unchanged.

- i) The RFQ response/proposal shall contain the Offeror's best terms and be complete in accordance with this RFQ. The Government may, at its sole discretion, conduct discussions with one or all Offeror(s), at any time, and for any reason, to clarify information in the submittal, typically through evaluation notices (ENs) after Offeror(s) submissions and prior to selection of a Qualified Offeror(s). Any EN responses become part of the Offeror('s) submission and will be considered by the Government in making its Qualified Offeror(s) selection.
- j) Offerors shall comply with the DOE Mandatory Clauses attached as **Appendix C** (the "**DOE Mandatory Clauses**") hereto and incorporated herein by this reference, if required based on the specific project, terms, and conditions negotiated. Compliance with these clauses shall be required during the term of the Realty Agreement.
- k) Proposals that fail to furnish required information or that fail to fulfill any of the required terms and conditions of this RFQ may be rejected by the Government. Any Offeror whose proposal is rejected for being incomplete may be notified by the Government of the material deficiencies in its proposal. Proposals that are rejected will not be evaluated by the Government.
- l) Offerors shall submit a signed cover letter as shown in **Appendix D** (the "**Offeror's Cover Page**") attached hereto and incorporated herein by this reference. Each proposal must contain the name and mailing address of the Offeror and be properly executed. A proposal executed by an attorney or agent on behalf of the Offeror shall be accompanied by two authenticated copies of the power of attorney or other evidence of agency or authority to act on behalf of the Offeror. If the Offeror is a corporation, a corporate officer authorized to bind the corporation must execute the Offeror's Cover Page and provide a corporate certificate or resolution evidencing that corporate officer's authority to submit a proposal to enter into a Realty Agreement for the Property in response to this RFQ. If the Offeror is a Partnership, Limited Liability Company or any other entity, the Offeror must provide evidence that the party signing the Offeror's Cover page has the authority to sign or bind the entity.

4.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

- b) Offerors who choose to submit trade secrets or business-sensitive, proprietary, or otherwise confidential information, must provide two copies of the submission. The first copy should be marked “non-confidential,” with the information believed to be confidential deleted. The second copy should be marked “confidential” and must clearly and conspicuously identify the trade secrets or business-sensitive, proprietary, or otherwise confidential information and must be marked as described below. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. Failure to comply with these marking requirements may result in the disclosure of the unmarked information under FOIA or other applicable laws. The federal government is not liable for the disclosure or use of unmarked information and may use or disclose such information for any purpose as authorized by law.
- c) Offerors who include in their proposals data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall mark the title page with the following legend: *“This proposal includes data that shall not be disclosed outside the Government and its representatives and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal.”* Mark each page of restricted data with the following legend “Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal.”
- d) If, however, a Realty Agreement will be signed with a Qualified Offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Realty Agreement or as needed for environmental documentation or as required under the Freedom of Information Act. Offerors should be aware, however, that the Government may share financial information with Congressional committees, if requested by the committees as part of their oversight function.

4.3 SUBMISSION OF RESPONSES

- a) Offerors shall submit responses, proposals, and information in response to this RFQ via e-mail directly to SRSCleanEnergy@srs.gov no later than 5pm EST on April 19, 2024 (the “**RFQ Response Due Date**”).
- b) Submitted responses, proposals and information shall correspond with the Sections, Factors, and Subfactors listed in **Table 1** and further described in Sections 4.4 through 4.7. Submitted responses are limited to 60 total pages (single side, 8.5 x 11-inch page and standard 12 point font) using Microsoft Word and/or Adobe Systems Portable Document Format (PDF). Pages

exceeding this limit will not be accepted, reviewed, or evaluated. Financial documents and statements as well as completed past performance forms (Appendix F) do not count towards the total page or PDF limit.

Table 1 - Consideration Factors

Factor	Section	Factor Description
1	4.4.1	Project Description
2	4.4.2	Project Plan
3	4.4.3	Return to the Government
4	4.4.4	Organizational Structure and Experience
5	4.4.5	Financial Capability

- c) The Government may provide information and visuals (anticipated to be drone footage) of the subject property to allow interested Offerors an opportunity to view the Property.
- d) Offerors should be aware and consider within their proposal that the Selection Official may also consider program policy factors, as addressed in Section 5.1.1, in determining which proposal(s) to select for subsequent negotiations. Offerors should include specific information regarding which, if any, of the program policy factors their proposal fulfills for consideration by the Selection Official

4.4 FACTORS FOR CONSIDERATION

4.4.1 Project Description

Offerors shall submit a narrative, with supporting figures and schematics, as needed, describing and illustrating the sites within the available Property that are preferred including the desired portion and acreage, the proposed solar system sizes and types (including expected annual MWh generation), site considerations relative to panel orientation and transmission facilities, system components and ancillary equipment.

4.4.2 Project Plan

- a) Offerors shall submit a narrative describing their proposed Project Plan for development and construction that describes critical milestones and when those milestones must be reached for the Project to be fully operational by 2030 including but not limited to interconnection application, Power Purchase Plan negotiations, NEPA/NHPA Completion, final design, permitting, financing, Realty Agreement closing, start/completion of construction, interconnection, and start of commercial operation and decommissioning of the Project. This narrative shall demonstrate compliance with Realty Agreement Objectives described in Section 1 and with the General Realty Agreement Requirements outlined in Section 3, and shall also include at least the following:
- i) Description of the anticipated leases, easements, agreements, etc. needed to develop and operate the proposed development.
 - ii) List of all anticipated regulations, permits, approvals, codes, standards, and specifications will be critical to the development, construction, and operational performance of the proposed facilities.
 - iii) A conceptual environmental management plan that addresses regulatory requirements.
 - iv) Plan to work with Dominion Energy South Carolina, South Carolina Public Service Commission, and any other federal, state and local governments obtain necessary regulatory approvals and licensing.
 - v) Narrative and conceptual drawing of where you anticipate locating interconnection between the solar facility and power grid including and what, if any, additional SRS land would be required to establish the Right-of-Way for transmission assets.

- vi) A conceptual line drawing of the solar facility site indicating approximate location of all proposed improvements.
- vii) Description of the quality systems (e.g., ISO9000, NQA-1, etc.) employed to ensure processes for design, permitting, financing, construction, and operation of the Project are followed and when issues arise, root causes are identified, and irreversible corrective actions are implemented.
- viii) Description of the Project impact(s), if any, on surrounding communities, local government, and governmental authorities.
- ix) Description of environmental considerations to include responses to the following questions:
 - 1. Would any of the following have the potential to be impacted (directly or indirectly) by the proposed Project? If “yes”, provide a detailed description of (1) the resources that could be affected, and (2) how Project activities may affect those resources (*including potential direct, indirect, and cumulative [visual, noise, etc.] impacts*).
 - I. Tribal lands or resources of Tribal interest and/or sensitivity.
 - II. Threatened or endangered species (whether proposed or listed by state or Federal governments), including their habitat.
 - III. Wetlands
 - IV. Air quality (indoor and/or outdoor), to include greenhouse gas emissions as well as other air pollutants (such as criteria pollutants or hazardous air pollutants)
 - V. Historic, archeological, or cultural resources (including listed and eligible resources or of cultural significance)
 - VI. Please describe any environmental considerations and/or mitigation strategies that have been incorporated into the proposed Project (*e.g., measures to protect or reduce impacts to cultural resources, historic properties, state or federally protected species, wetlands, floodplains, and/or minimize pollution, etc.*)
- x) A Property security and site access management plan; and
- xi) Decommissioning/restoration plans including re-use and/or recycling plans.

4.4.3 Return to the Government

- a) Offerors shall document their proposed consideration to be provided to the Government in exchange for the Realty Agreement interest in the Property. The proposed consideration addresses objectives set forth in Section 1.0.e and will be only in the form of cash consideration. Consideration should be specified for the three Project periods: development, construction, and operation.
- b) DOE's goal is primarily to develop solar power generation on this land. Potential Offerors may want to consider energy storage in a way that strengthens the surrounding, communities, and small businesses as an option. Offerors should describe how their proposal and/or teaming arrangements provide meaningful and/or substantial involvement of and/or benefits to one or more of these groups.
- c) Offerors shall retire Project-generated Energy Attribute Certificates (EACs)¹ on behalf of SRS on an annual basis in accordance with the direction on retired EACs in the "DOE Mandatory Clauses" document in Appendix C.

4.4.4 Organizational Structure and Experience

- a) The Offeror(s) shall provide a narrative detailing its corporate organizational structure, including legal form of ownership and management. If the Offeror is teaming with one or more business organizations for any portion of the Project, then it shall provide a narrative detailing:
 - i) What each team member is responsible for performing.
 - ii) The extent to which the team has worked together in the past.
 - iii) Legal form of ownership and management of each team member.
 - iv) **(If it is a team member other than the Offeror)** expressly identify the team member organization that will be accountable and responsible for Project financing, development, construction, performance, operation, management, and sustainment. Identify the key management personnel and legal counsel designated and authorized to represent the

¹ Renewable Energy Certificates (RECs) are a type of Energy Attribute Certificate (EAC).

Offeror in all negotiations with the Government, and throughout the transaction execution and financial closing process.

- b) Utilizing Appendix E (Past Performance Reference Information Form) provide requested information of the most recent and relevant work completed or in progress by the Offeror of projects that are similar to the Offeror's proposed Project (no more than three projects, completed form limited to three pages per reference project, completed past performance forms will be excluded from the 60-page proposal limit). The submittal shall provide details explaining the financing; design; construction; management; and operation of those projects and specifically state how the Offeror accomplished them directly or if they were accomplished by another party, list the name of said other party. The submittal shall also include information describing the location, cost, project capacity, schedule, safety performance, and off-take agreements. If similar projects are not within the past 5 years, provide safety performance statistics for the company for the past 5 years. For the purposes of this factor, "relevant work" means work of scope, magnitude and complexity that are similar to the Offeror's proposed Project.

4.4.5 Financial Capability

- b) The Offeror(s) shall provide evidence of bonding capacity to fulfill the decommissioning bonding requirement and show how the bond amount(s) are derived. In the event that an alternative to bonding is being proposed, provide information on the alternative and explain how it better protects the Government's interests versus a surety bond.
- c) Provide evidence of sufficient funds or financing to support the proposed Realty Agreement and Project, including permitting, engineering, design, construction, and operation and maintenance of the Project throughout the proposed term of the Realty Agreement. This could include, but is not limited to, a corporate parent guarantee, letter of credit facility or similar documentation.
- d) Provide Financial Statements complete with notes and accompanied by an auditor's assertion of accuracy or reviewed by Certified Public Accountant for the most recent two years, and other documentation, including that of any equity contributors, to demonstrate the Offeror's financial strength. Financial statements must have been audited in accordance with Generally Accepted Accounting Principles.

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

5.0 BASIS OF QUALIFIED OFFEROR SELECTION

5.1 SELECTION PROCESS

- a) Factors 1, 2, 3, 4 and 5 will be assigned adjectival evaluation ratings. The Government will rank and select the Offeror(s) and proposal(s) that provide the combined highest performance expectations and confidence to the Government based upon an integrated and cumulative assessment of all the consideration factors and sub-factors listed in Table 1 of Section 4 above; Factor 1 (Project Description), Factor 2 (Project Plan) Factor 3 (Return to the Government), Factor 4 (Capability and Experience), and Factor 5 (Financial Capability). Additional consideration may be given to Offerors with high rankings in Factors 1, 2 and 4. The Selection Official may also consider factors described below in determining which proposal to select for subsequent negotiations.
- b) To promote an efficient competition and to avoid the unnecessary expenditure of resources by Offerors, the Government reserves the right (in its sole and absolute discretion) to establish a competitive range at any point in the evaluation process and to remove from the competitive range any Offeror whose proposal, in the judgment of the Government, stands no reasonable likelihood of being selected as a Qualified Offeror.
- c) The Selection Official may also consider the following program policy factors in determining which proposal to select for subsequent negotiations:
 - i. The degree to which the proposed Project supports disadvantaged communities.
 - ii. The degree to which the proposed Project is likely to lead to increased high-quality employment in the Central Savannah River Area.
 - iii. The degree to which the proposed Project incorporates applicant or team members from regional institutions of higher education; and partnerships with locally-based Small and Disadvantaged Businesses, Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, Veteran Owned Businesses, or Tribal nations.

- iv. The degree to which the proposed Project incorporates some form of community and/or tribal ownership.
- v. The degree to which the proposed Project supports America's clean energy industry development (inclusive of the use of American made products) and supports the Sites sustainability goals through the retirement of Project-specific EAC's.
- vi. Environmental considerations and/or ecological impacts related to the proposed Project.

5.1.1 Project Description

The Government will evaluate the Offeror's submitted Project description, expected annual MWh generation, and land area requested. The technical and conceptual narrative and submitted information will be evaluated for clarity, feasibility, and compliance with the requirements of this RFQ, the Realty Agreement Objectives listed in Section 1, the General Realty Agreement Requirements in Section 3, and any applicable requirements, authorities, and constraints. The proposed technology and Project description will be evaluated for an understanding of the Realty Agreement process, probability of realizing Project expectations and compliance with the enabling statute and Applicable Laws. Additional consideration will be given to projects with higher CFE production output given the characteristics of the site and market conditions.

5.1.2 Project Plan

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

- b) The Government will evaluate the Offeror's recommended agreements and business arrangements with the Government to assess the level of confidence in achieving a timely Realty Agreement execution, and Project completion.
- c) The Government will evaluate the proposed integrated Project plan and schedule for recognition and consideration of major milestones, duration of critical activities, and overall demonstration and understanding needed to execute and sustain the proposed Project.
- d) The Government will evaluate the inclusion and sequencing of financing and off-take agreements needed for development, construction, and operation of the Project for reasonableness.
- e) The Government will evaluate the Offeror's proposed approach to interact with Government and other stakeholders and assess the level of confidence in commencing and efficiently executing the Project.

5.1.3 Return to the Government

The Government will evaluate the Offeror's proposed rental consideration for the three Realty Agreement periods: development, construction, and initial operations. The Government will also evaluate the reasonableness of the supporting analysis provided.

5.1.4 Capability and Experience

- a) The Government will evaluate the Offeror's proposed management, organization, and qualifications to develop, construct and operate a successful, long-term project, including mutually beneficial relationship with the Government within the constraints and requirements of the RFQ. The Government will review the submitted recent and relevant projects for similarity to Offeror's proposed plan and Realty Agreement processes and assess the level of confidence in the Offeror's plan and demonstrated experience performing similar projects.
- b) The Government will evaluate whether Offeror's submitted response clearly demonstrates both an understanding of what efforts are required to deliver a utility scale solar generation facility in general and more specifically delivering a facility in a regulated monopoly energy market structure such as exists in South Carolina and/or delivering a facility located on leased property owned by a Federal, state, or local government entity. Additional consideration will be given to Offerors with experience gained from similar and relevant projects completed in South Carolina and/or with Dominion Energy South Carolina.

5.1.5 Financial Capability

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

5.2 EVALUATION RATINGS

- a) Offerors are encouraged to be innovative and to make proposals they believe will exceed the requirements of this RFQ.
- b) The Government will evaluate Offeror's responses to each Factor for Consideration explained in Section 4 above to determine whether said response meets or exceeds the RFQ requirements and to assign ratings to the Offeror's response to each of these Factors for Consideration as explained in Section 5.1 above.
- c) The Government will evaluate risk by assessing the likelihood that the Offeror will be able to satisfy the requirements of this RFQ or will be able to carry out its Realty Agreement and Project as proposed. The Government will consider a response to be low risk if there is little likelihood that the Offeror will be unable to satisfy the requirements of this RFQ or carry out its Project as proposed. Conversely, the Government will consider an approach to be high risk if there is a substantial likelihood that the Offeror will be unable to satisfy the requirements of this RFQ or carry out its Project as proposed.
- d) The Government reserves the right to exclude any Offeror receiving a Marginal or Unacceptable rating from consideration in the Qualified Offeror determination.

6.0 NEGOTIATIONS

6.1 STRATEGY

- a) Realty Agreement negotiations shall commence after the Government completes the evaluation and ranking of the submitted offers/proposals and provides written notice to those Offeror(s) determined to be Qualified Offeror(s). The Government desires to complete negotiations with the Qualified Offeror(s) within forty (40) days of the close of the RFQ response period and will periodically assess the progress of these negotiations to determine if negotiations will be terminated or if they will continue and the Negotiation Period will be extended. In the event the Government desires, in its sole and absolute discretion, to extend the Negotiation Period it will do so in writing provided to the Qualified Offeror at least one business day prior to expiration of the Negotiation Period. During the Negotiation Period, the Qualified Offeror(s) will work in good faith with the Government to negotiate terms and conditions of the Realty Agreement and any other agreements and documents that may be necessary or required for executing the Realty Agreement with the Qualified Offeror(s).
- b) Upon commencement of the Negotiation Period, the Government will provide a form non-binding term sheet for the Qualified Offeror(s) to complete consistent with and reflecting the response it submitted to this RFQ. This non-binding term sheet will be negotiated and, if mutually agreed to, it shall be executed by the Qualified Offeror(s) and the Government and used to guide negotiations of the Realty Agreement and other necessary agreements or documents.
- c) If at any time during the Negotiation Period, the Government determines (in its sole and absolute discretion) that negotiations are not satisfactorily progressing, the Government has the right to terminate negotiations with the Qualified Offeror(s). Upon the expiration of the Negotiation Period, negotiations with the Qualified Offeror(s) shall automatically terminate without any further action required by the Government and the Government may cancel the RFQ.

6.2 LEGAL DOCUMENTATION

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

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

7.0 NOTIFICATION AND REPORTING REQUIREMENTS

Notification, deliverables, and other reporting requirements will be defined in the finalized Realty Agreement.

Carbon Pollution-Free Electricity Projects at the Savannah River Site - Final RFQ

#	Company Name	Final RFQ Section	Page Number	Subject/Title	Industry Comment/Question
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					



Realty Agreement for Carbon Pollution-Free Projects at Savannah River Site

Request for Qualifications (RFQ) Appendix A

Depiction of the Property and Existing Encumbrances

Released: March 8, 2024

Rev.1: not released

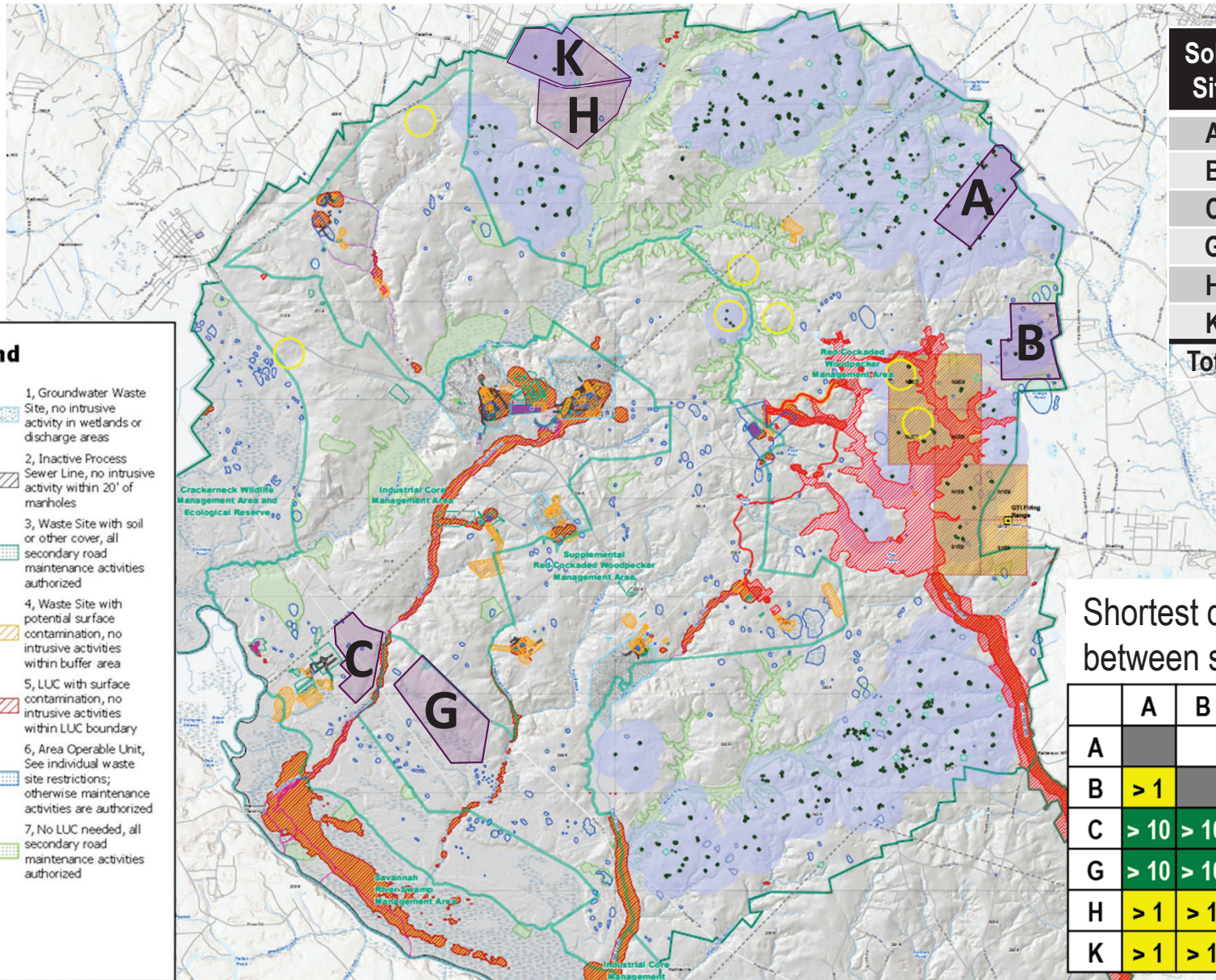
Rev.2: released April 1, 2024, adds transmission line capacity ratings to Page 4 and Page 5

Appendix A - Depiction of the Property and Existing Encumbrances

Disclaimer

- Savannah River Site requires submission of a Site Use Permit application prior to allowing any activity on any tract of land onsite
- The process provides a...
 - method of informing various stakeholders of proposed plans for a tract of land to identify conflicts between the permit application and previously granted permits
 - forum for impacted stakeholders to communicate concerns about or support for the application
 - way to facilitate discussion between requestors and impacted stakeholders to establish guidelines and/or restrictions that allow the proposed usage to go forward
- A considerable amount of stakeholder engagement has established the boundaries of the potential sites for solar power generation that are presented in this document
- However, Site Use Permits have not yet been granted for any of the sites
- Approved permits may for example require or allow moving a boundary, relocating endangered species, providing access to monitoring stations, establishing buffer zones around wetlands, etc.
- The outcome of solar site permit applications will be available before lease negotiations begin

Land Potentially Available for Solar Power Generation



Solar Site	Approx. Acreage
A	1000
B	1000
C	850
G	1300
H	1300
K	1300
Total	6750

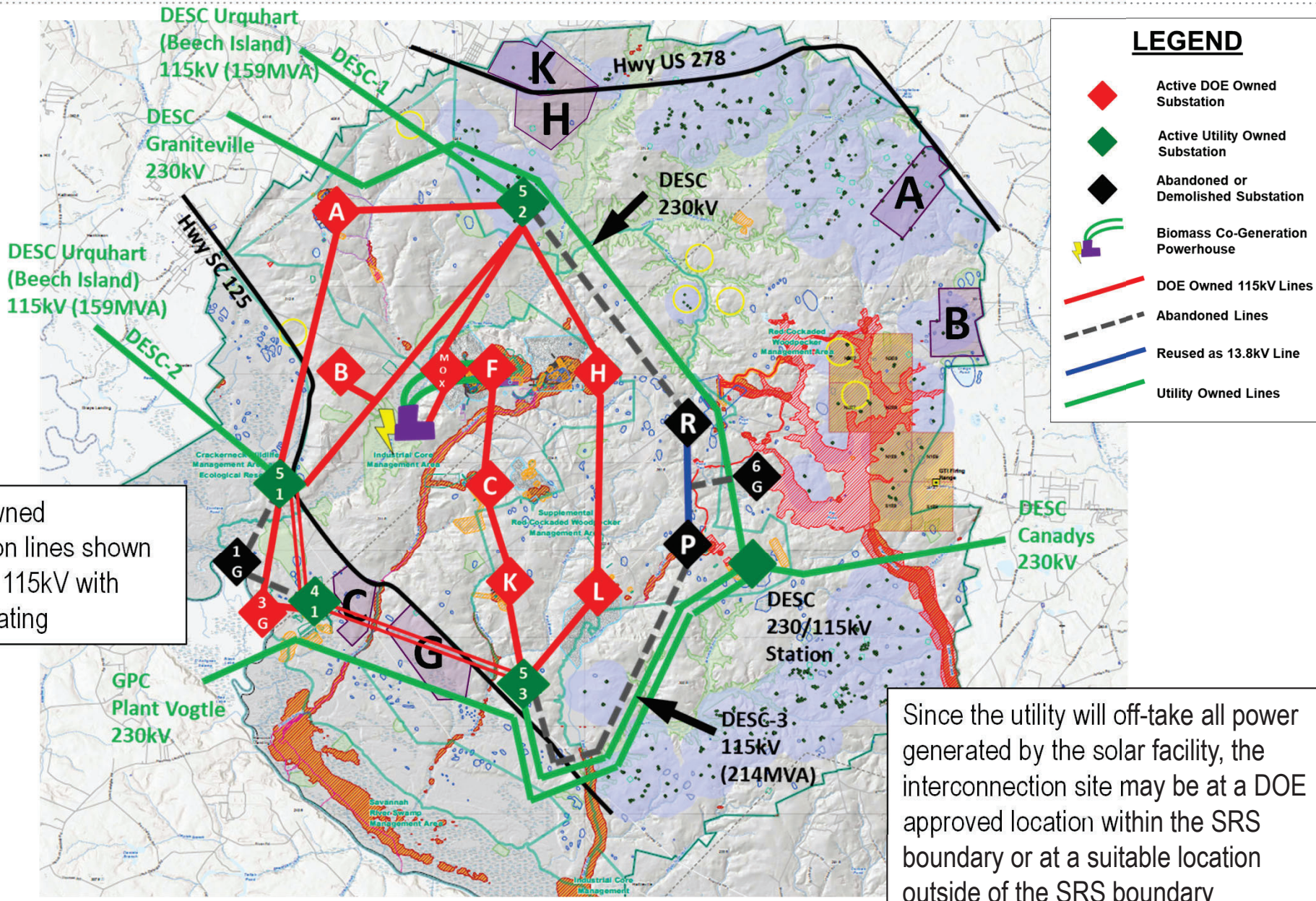
Legend

- Potential solar site
- Management Areas
- RCW Cavity Tree
- RCW foraging zone
- GTI Firing Range
- GTI Firing Range restricted grids
- Carolina Bay
- Primary 4-Lane
- Paved
- Improved Gravel
- Native Surface
- Contamination Area
- Radiation Area
- Radiological Buffer Area
- Soil Contamination Area
- Underground Radioactive Material Area
- Cemeteries
- SRS Boundary
- Legacy Contamination Area
- DOE Set-aside
- SU-10-25-F Monitoring of Reference Plots to Assess Military Impacts
- SU-19-60-F National Science Foundation Corridor Study
- 1, Groundwater Waste Site, no intrusive activity in wetlands or discharge areas
- 2, Inactive Process Sewer Line, no intrusive activity within 20' of manholes
- 3, Waste Site with soil or other cover, all secondary road maintenance activities authorized
- 4, Waste Site with potential surface contamination, no intrusive activities within buffer area
- 5, LUC with surface contamination, no intrusive activities within LUC boundary
- 6, Area Operable Unit, See individual waste site restrictions; otherwise maintenance activities are authorized
- 7, No LUC needed, all secondary road maintenance activities authorized

Shortest distance between sites in miles

	A	B	C	G	H	K
A						
B	> 1					
C	> 10	> 10				
G	> 10	> 10	< 1			
H	> 1	> 1	> 10	> 10		
K	> 1	> 1	> 10	> 10	< 1	

SRS Electric Grid

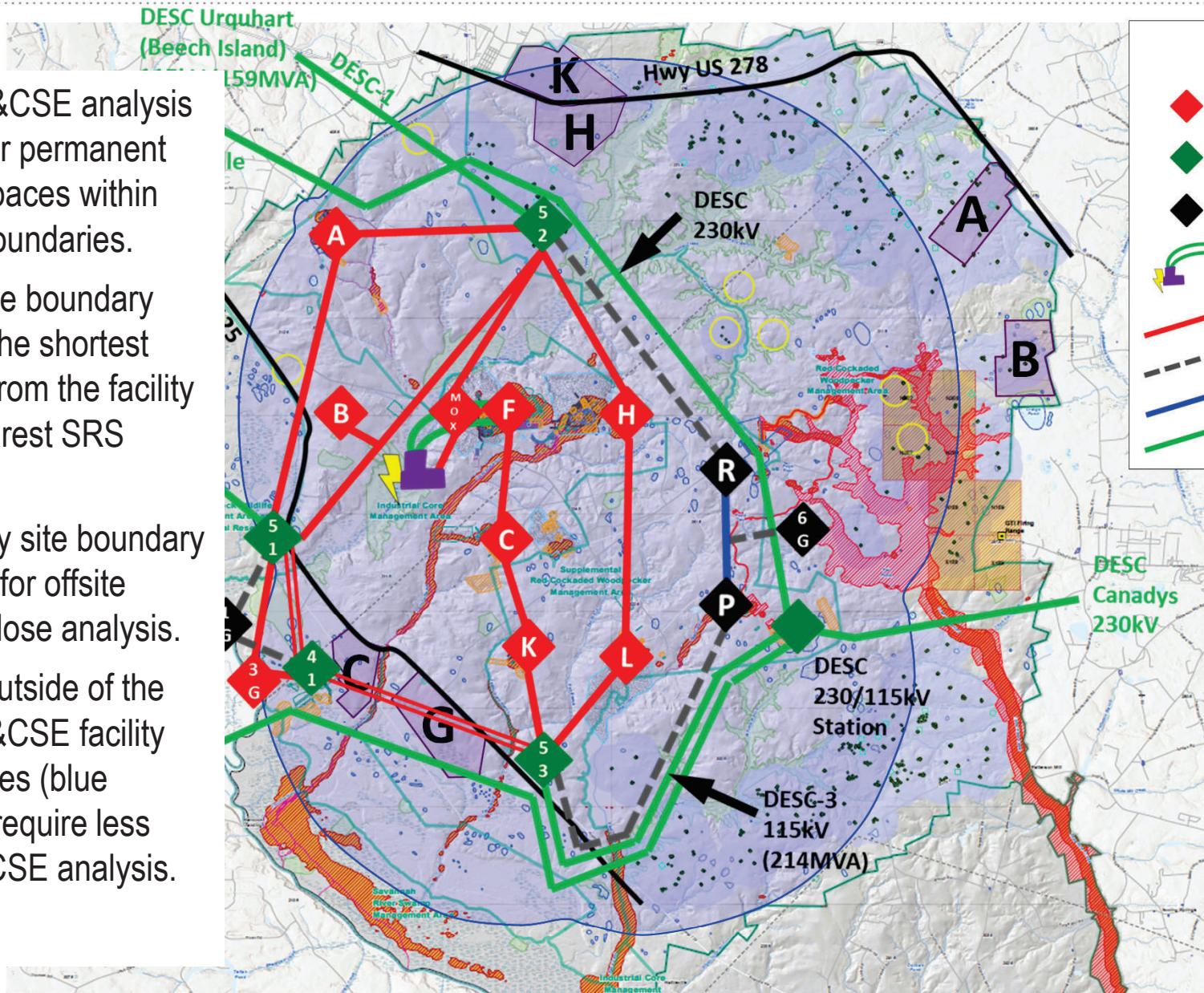


All DOE owned transmission lines shown in **Red** are 115kV with 106MVA Rating

Since the utility will off-take all power generated by the solar facility, the interconnection site may be at a DOE approved location within the SRS boundary or at a suitable location outside of the SRS boundary

Nuclear & Criticality Safety Engineering (N&CSE) Facility Site Boundary Map*

- Increased N&CSE analysis is required for permanent clearing of spaces within facility site boundaries.
 - Facility site boundary radius is the shortest distance from the facility to the nearest SRS boundary.
 - The facility site boundary is utilized for offsite receptor dose analysis.
- Solar Sites outside of the combined N&CSE facility site boundaries (blue overlay) will require less rigorous N&CSE analysis.



* Not to Scale

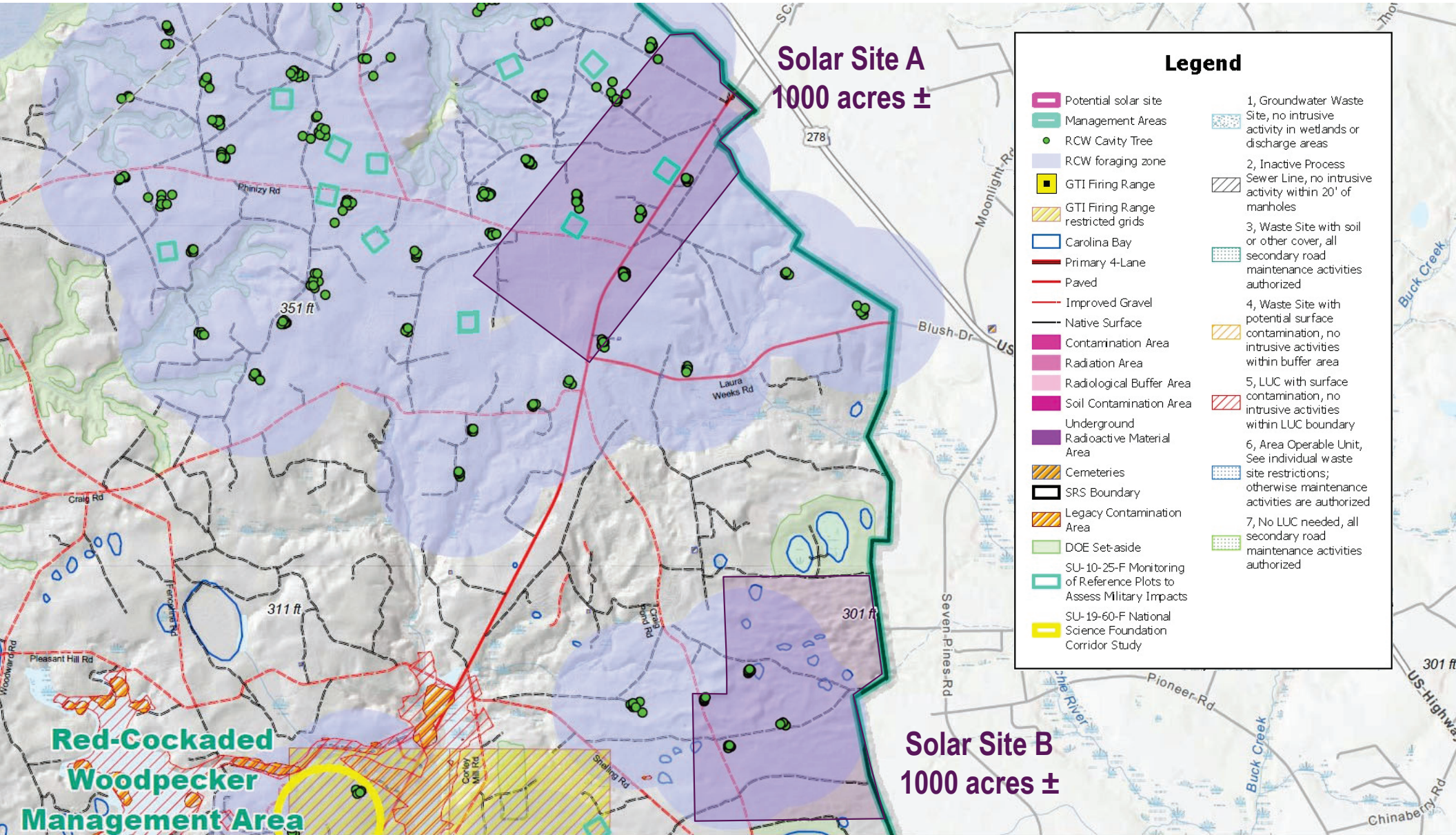
Subjective Comparison of Potential Solar Sites

Offerors are responsible for their own due diligence. This analysis is provided only as an example. The criteria chosen, weightings used, and rankings are entirely subjective and not necessarily accurate

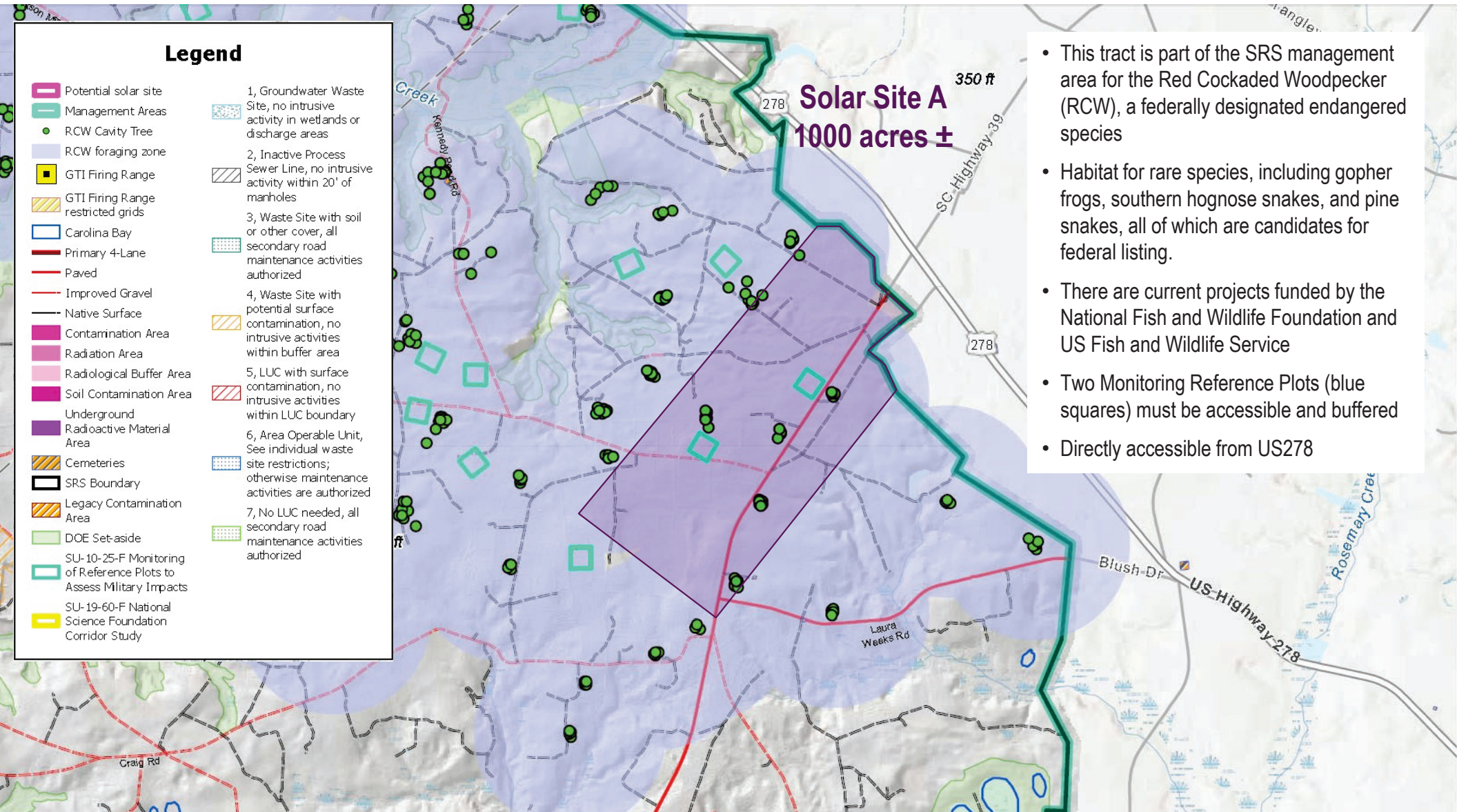
Criteria	Sites						Criteria Weighting
	G	C	H	A	K	B	
Accessibility from Public Roads	9	9	9	9	9	3	3
Visibility of solar site to the public	3	9	9	3	9	1	1
Convenience for workforce coming from Augusta Area	9	9	9	3	9	1	1
Convenience for workforce coming from Aiken Area	1	1	9	9	9	3	1
Prescense of Wetlands / Carolina Bays	9	3	9	9	9	1	9
Prescense of Protected / Endangered Species	9	3	3	1	1	1	9
Has other areas that will need exclusion / access	3	9	3	1	3	9	3
Location relative to the N&CSE Combined Boundary	1	1	1	9	3	9	3
Proximity to Transmission Infrastructure	3	9	3	1	1	1	9
	Simple Sum	47	53	55	45	53	29
	Weighted Sum	241	211	201	171	171	95

Ranking Scale	9	3	1
Accessibility from Public Roads	Accessible from major highway	Accessible from secondary road	Must go through SRS barricade
Visibility of solar site to the public	Visible from busy highway	Visible from Lessor highway	Visible only from secondary road
Convenience for workforce coming from Augusta Area	Closest traveling via SC125 and US278	Further travel required	Most travel required
Convenience for workforce coming from Aiken Area	Closest traveling Wiskey Road to US278	Further travel required	Most travel required
Prescense of Wetlands / Carolina Bays	None apparent	No more than one or two	Larger number
Prescense of Protected / Endangered Species	Unlikely to be present / outside Woodpecker habit	Potentially present	Known species / Extensive coverage
Other areas that will need exclusion / access, e.g. Monitoring stations, cemeteries, chemical plumes, etc.	None identified on map	One or two	Several areas
Location relative to the N&CSE Combined Boundary	Completely outside	Straddling boundary	Completely within boundary
Proximity to Transmission Infrastructure	Less than 1 mile to nearest substation	1 to 2 miles to nearest substation	More than 2 miles

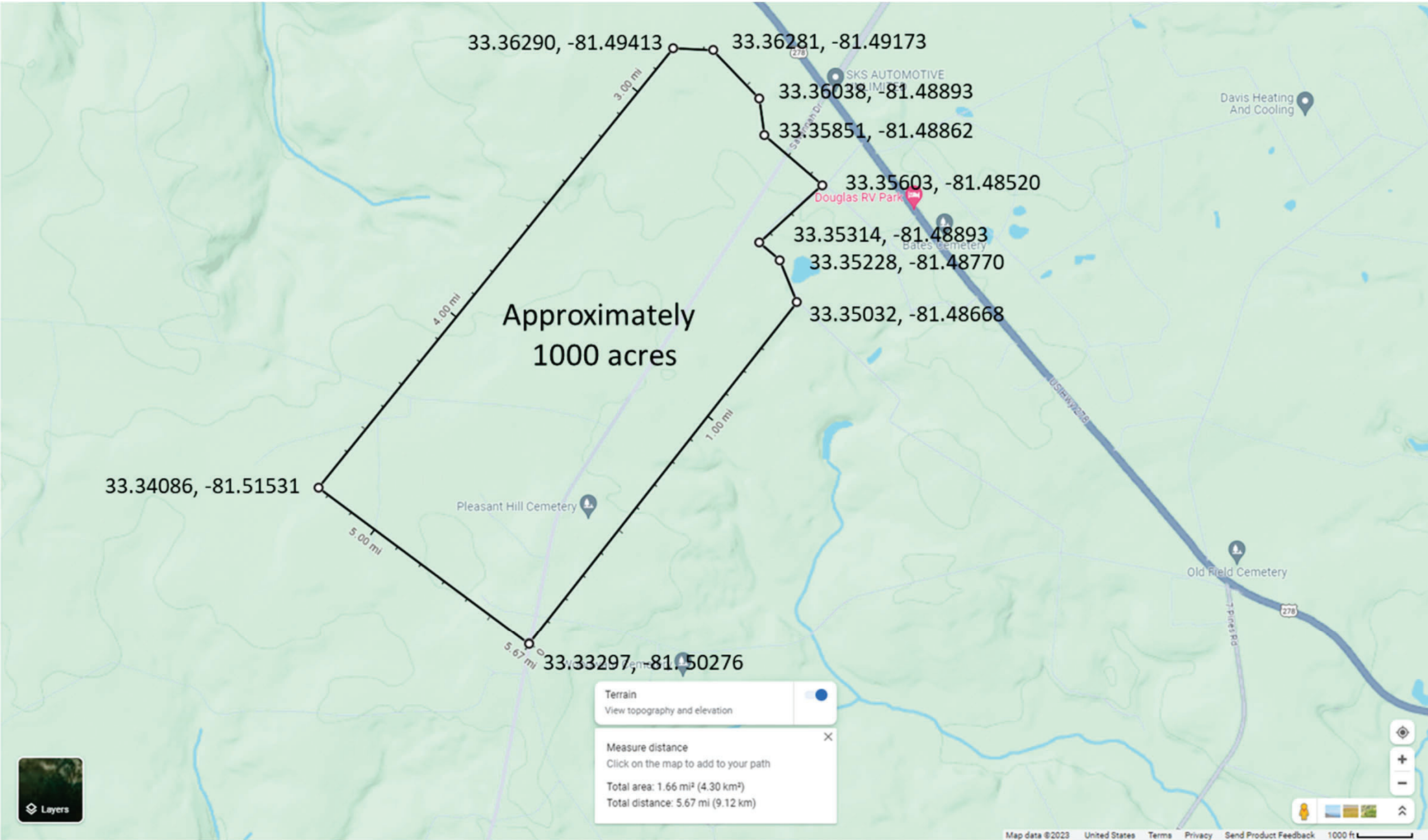
Solar Sites A & B



Solar Site A: 1000 acres ±

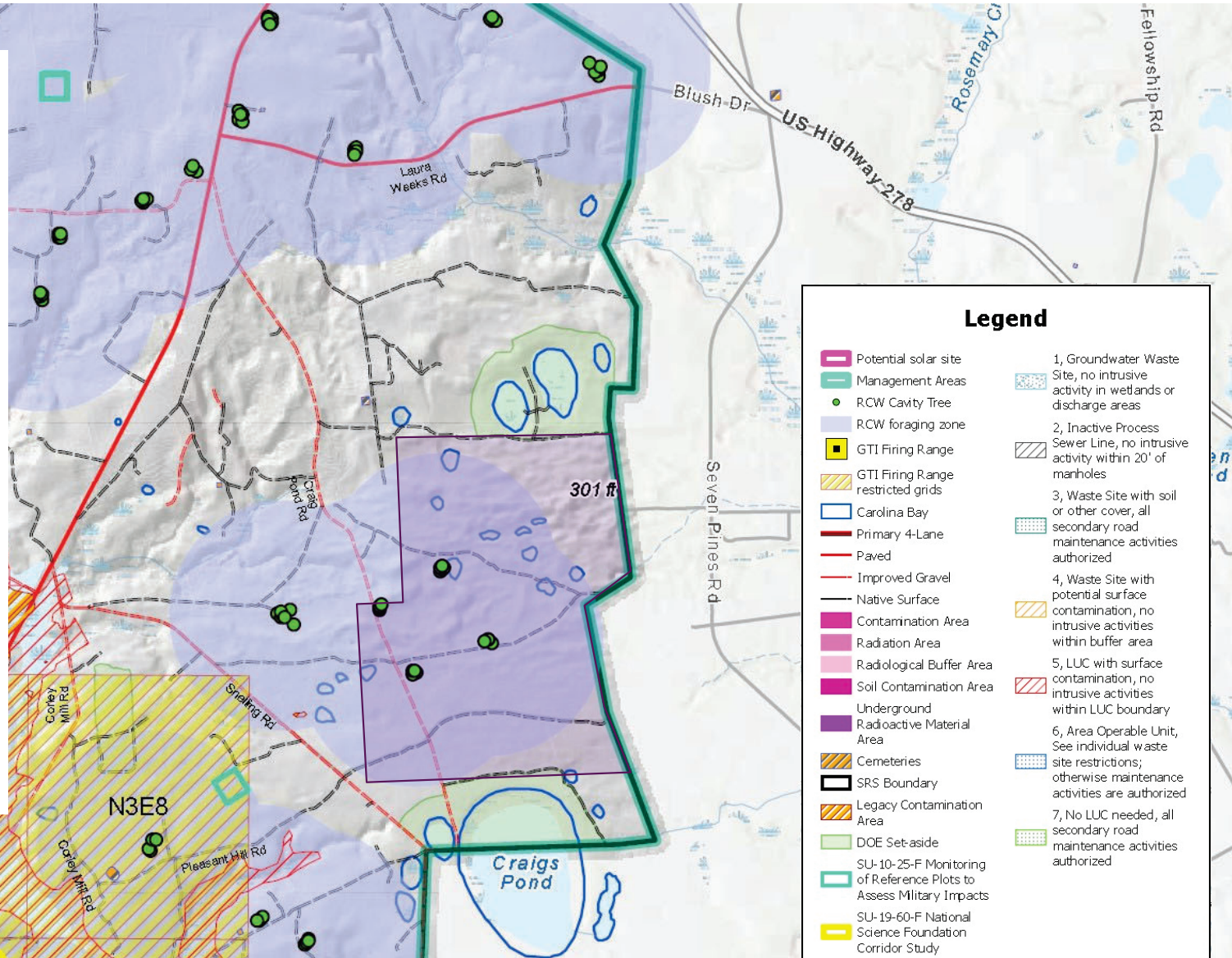


Solar Site A Coordinates

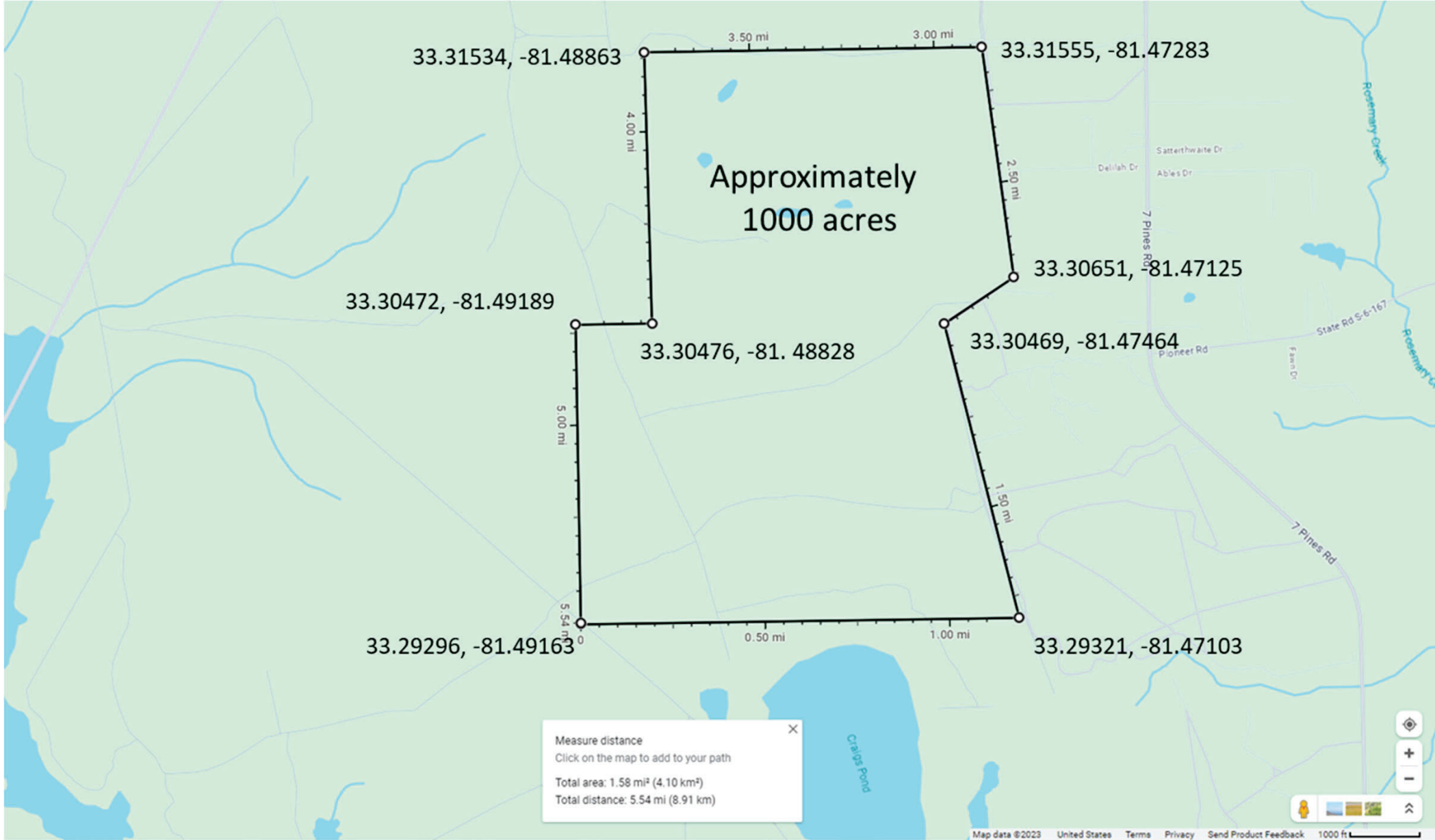


Solar Site B: 1000 acres ±

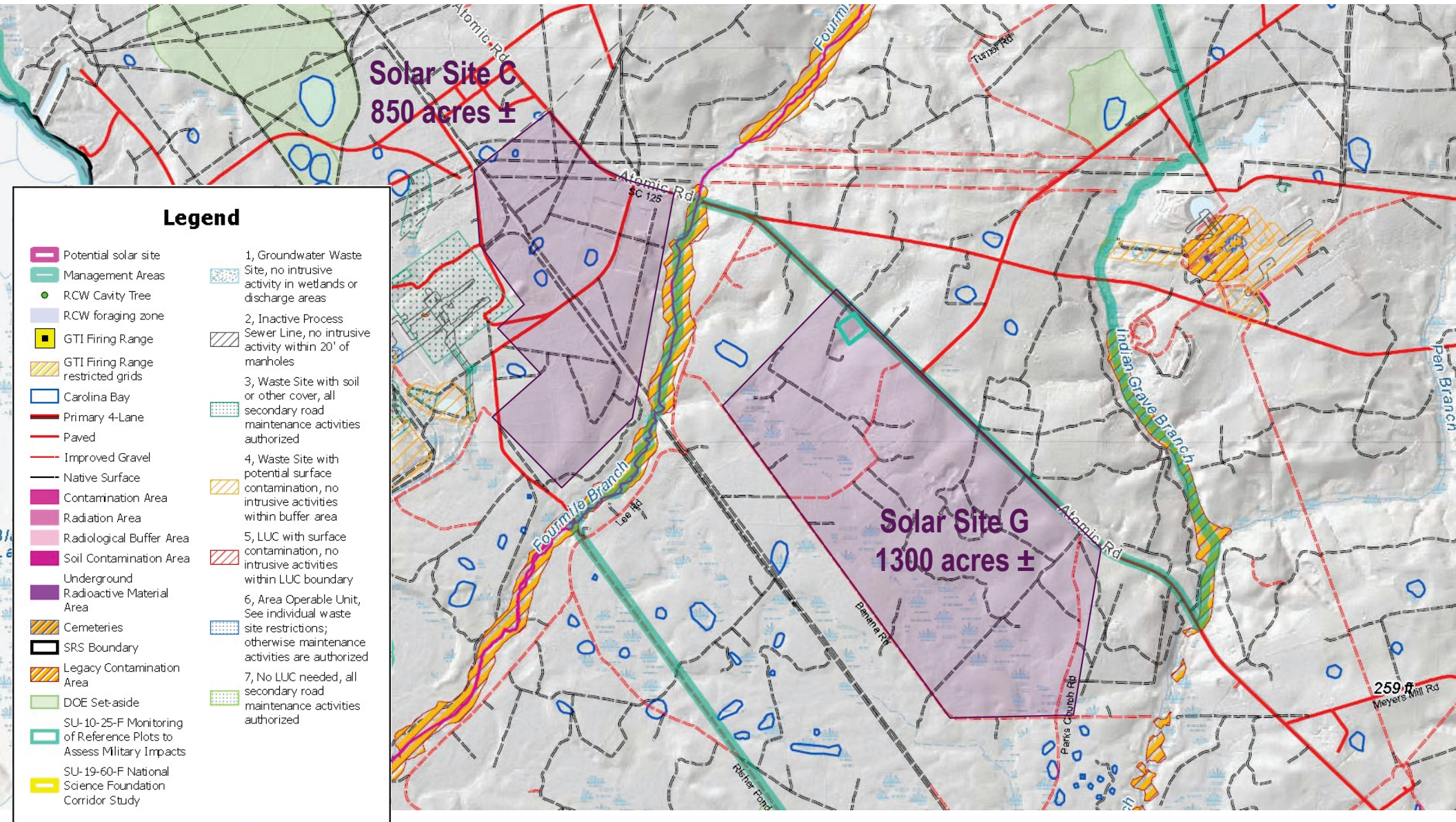
- This tract is part of the SRS management area for the Red Cockaded Woodpecker (RCW), a federally designated endangered species
- It is a habitat for rare species, including gopher frogs, southern hognose snakes, pine snakes, and Chamberlain's dwarf salamander all of which are candidates for federal listing.
- There are current projects funded by the National Fish and Wildlife Foundation and US Fish and Wildlife Service
- Multiple SC State Wildlife Action Plan (SWAP) High/Highest priority herpetofauna species are present, including eastern tiger salamander and Florida green water snakes.
- Habitat for longleaf pine Savannah ecosystem restoration.
- Accessible from US278 via secondary roads



Solar Site B Coordinates



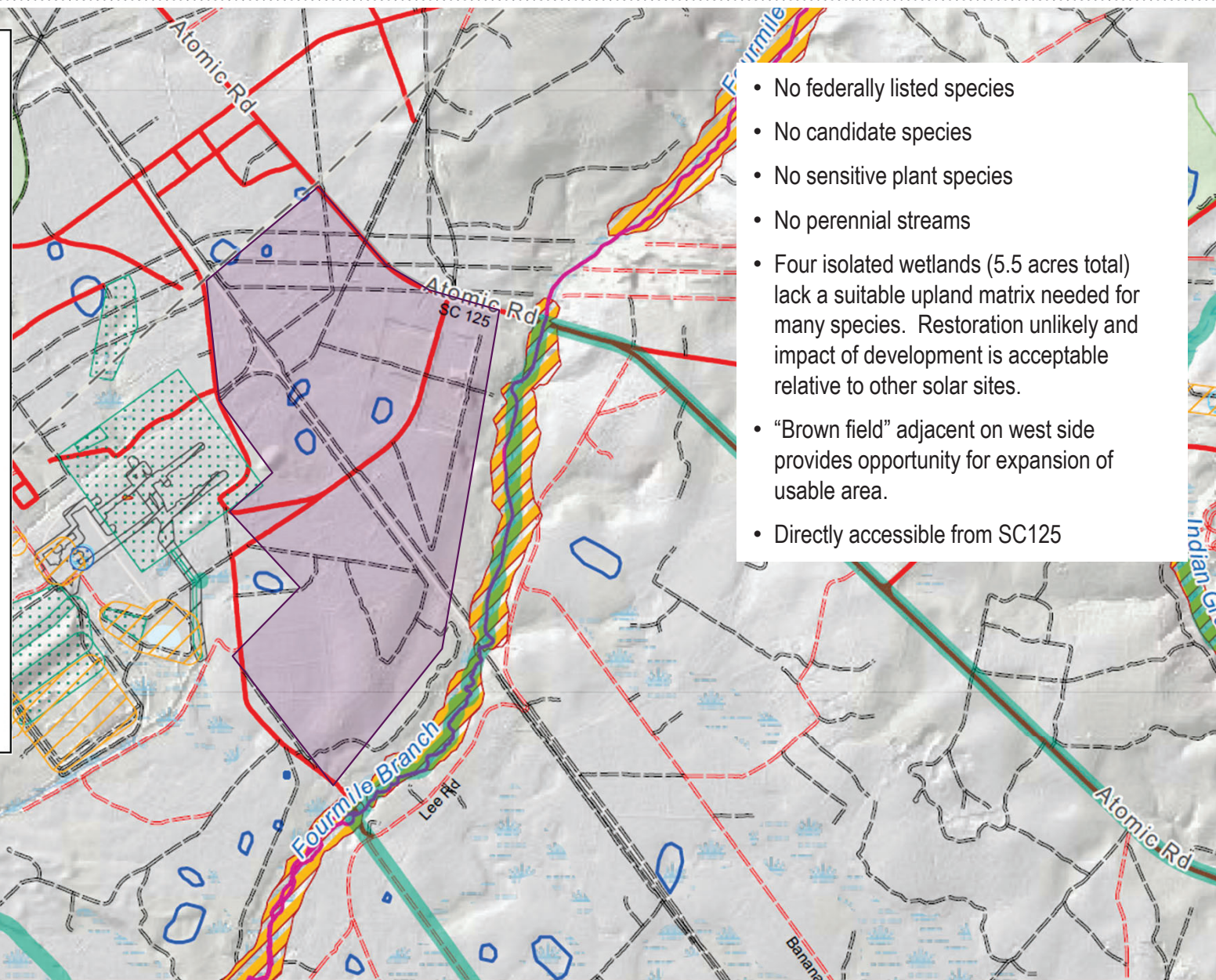
Solar Sites C & G



Solar Site C: 850 acres ±

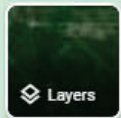
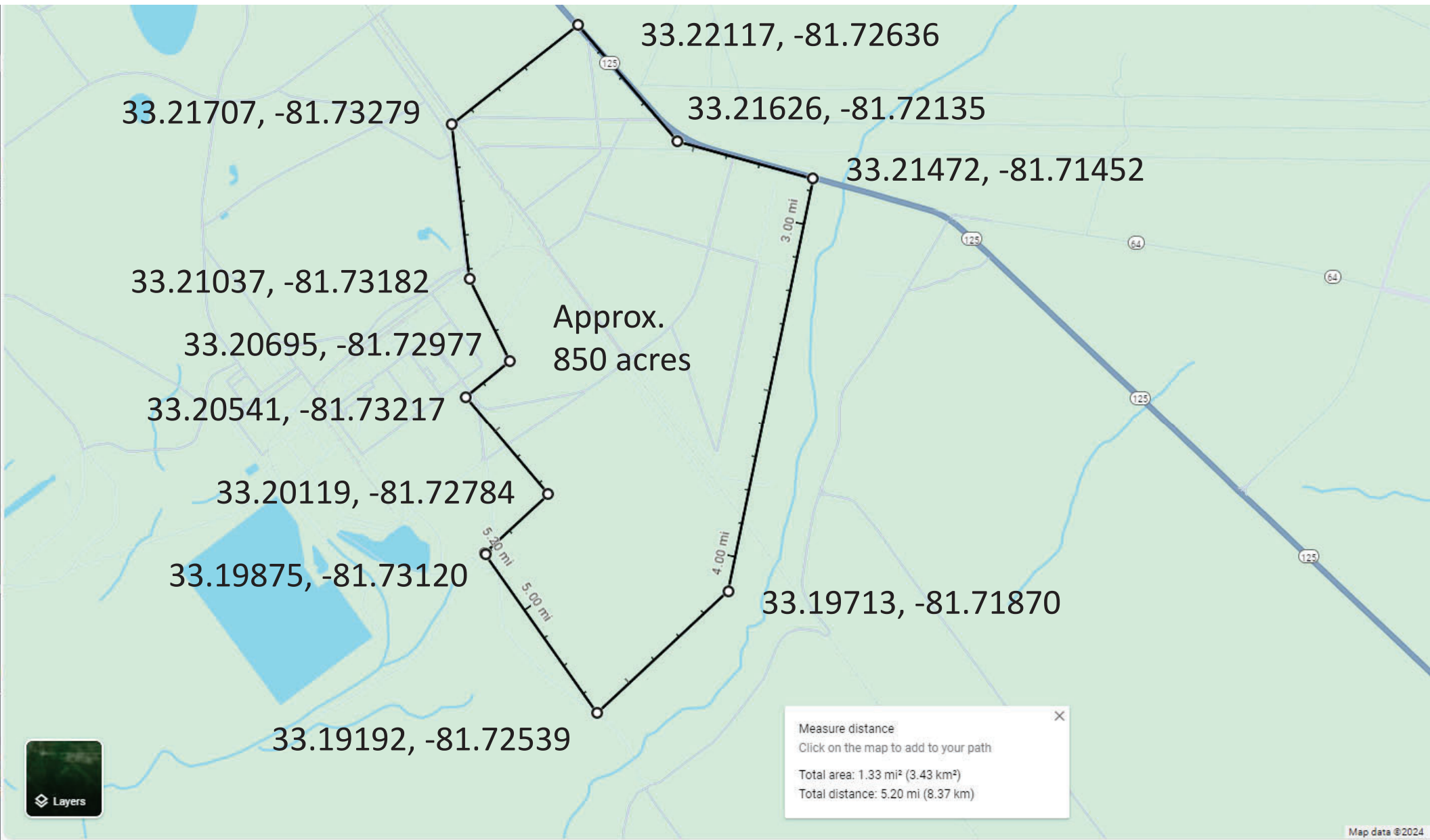
Legend

- | | |
|---|--|
| Potential solar site | 1, Groundwater Waste Site, no intrusive activity in wetlands or discharge areas |
| Management Areas | 2, Inactive Process Sewer Line, no intrusive activity within 20' of manholes |
| RCW Cavity Tree | 3, Waste Site with soil or other cover, all secondary road maintenance activities authorized |
| RCW foraging zone | 4, Waste Site with potential surface contamination, no intrusive activities within buffer area |
| GTTI Firing Range | 5, LUC with surface contamination, no intrusive activities within LUC boundary |
| GTTI Firing Range restricted grids | 6, Area Operable Unit, See individual waste site restrictions; otherwise maintenance activities are authorized |
| Carolina Bay | 7, No LUC needed, all secondary road maintenance activities authorized |
| Primary 4-Lane | |
| Paved | |
| Improved Gravel | |
| Native Surface | |
| Contamination Area | |
| Radiation Area | |
| Radiological Buffer Area | |
| Soil Contamination Area | |
| Underground Radioactive Material Area | |
| Cemeteries | |
| SRS Boundary | |
| Legacy Contamination Area | |
| DOE Set-aside | |
| SU-10-25-F Monitoring of Reference Plots to Assess Military Impacts | |
| SU-19-60-F National Science Foundation Corridor Study | |



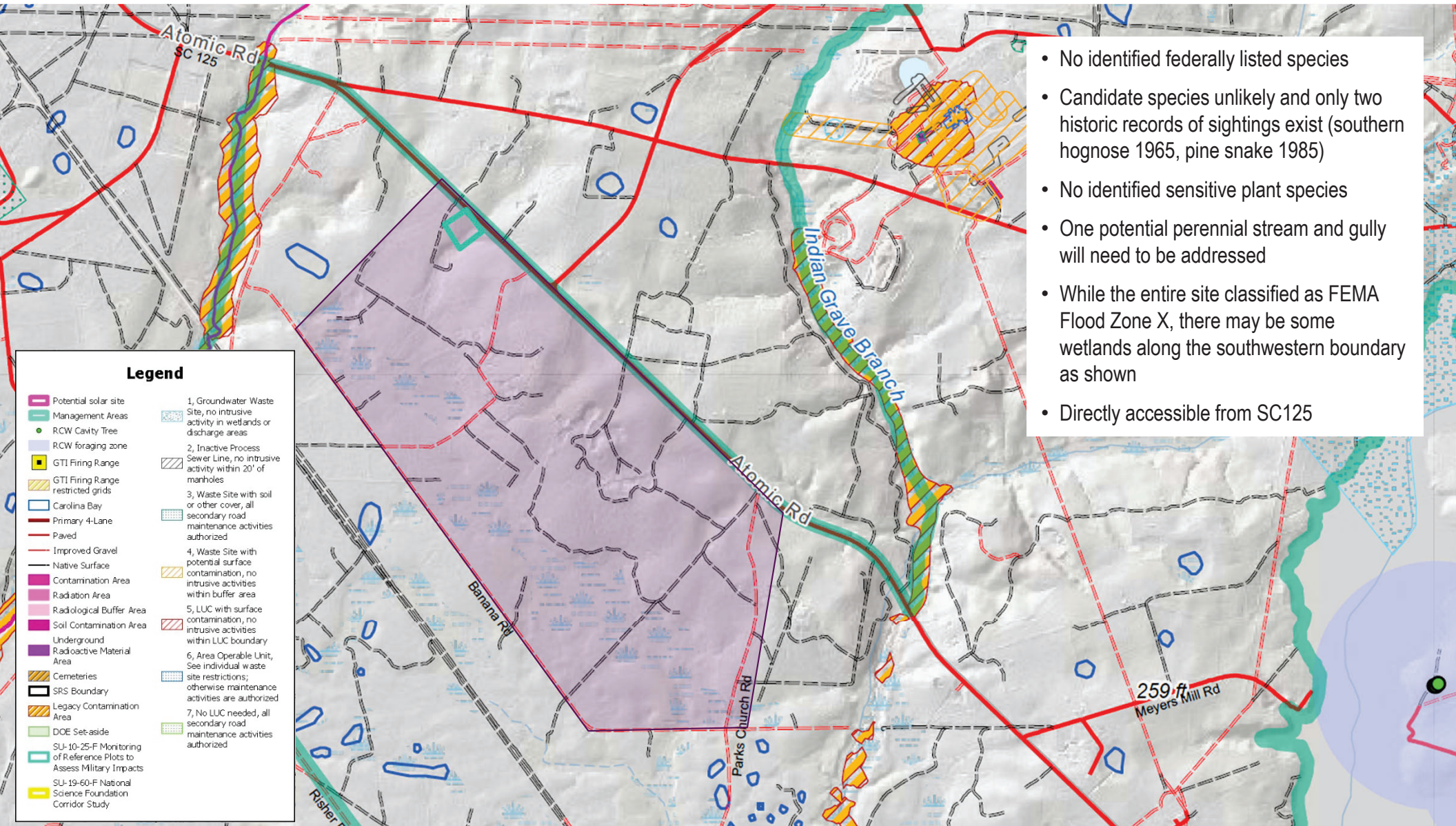
- No federally listed species
- No candidate species
- No sensitive plant species
- No perennial streams
- Four isolated wetlands (5.5 acres total) lack a suitable upland matrix needed for many species. Restoration unlikely and impact of development is acceptable relative to other solar sites.
- “Brown field” adjacent on west side provides opportunity for expansion of usable area.
- Directly accessible from SC125

Solar Site C Coordinates



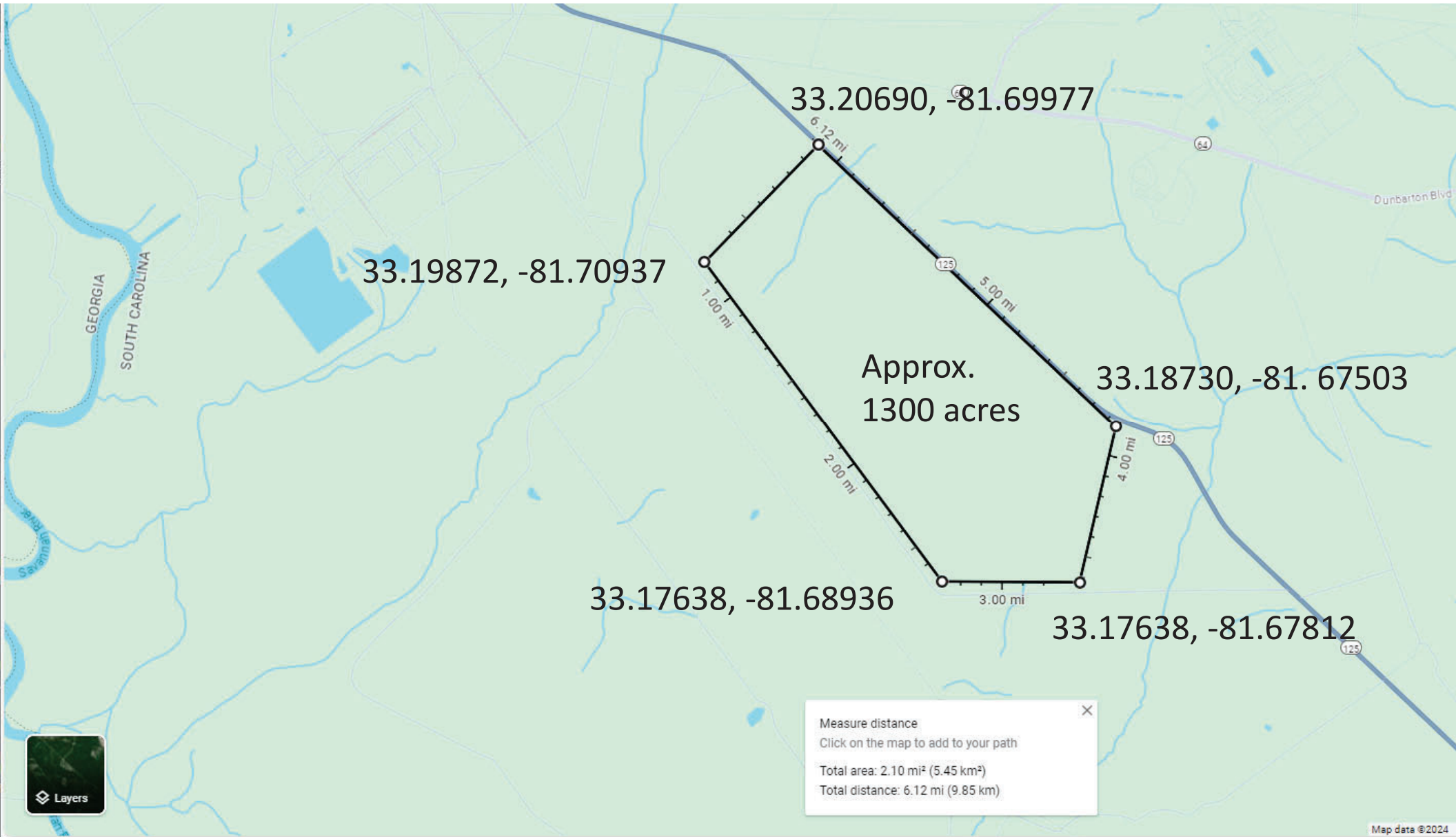
Map data ©2024

Solar Site G: 1300 acres ±

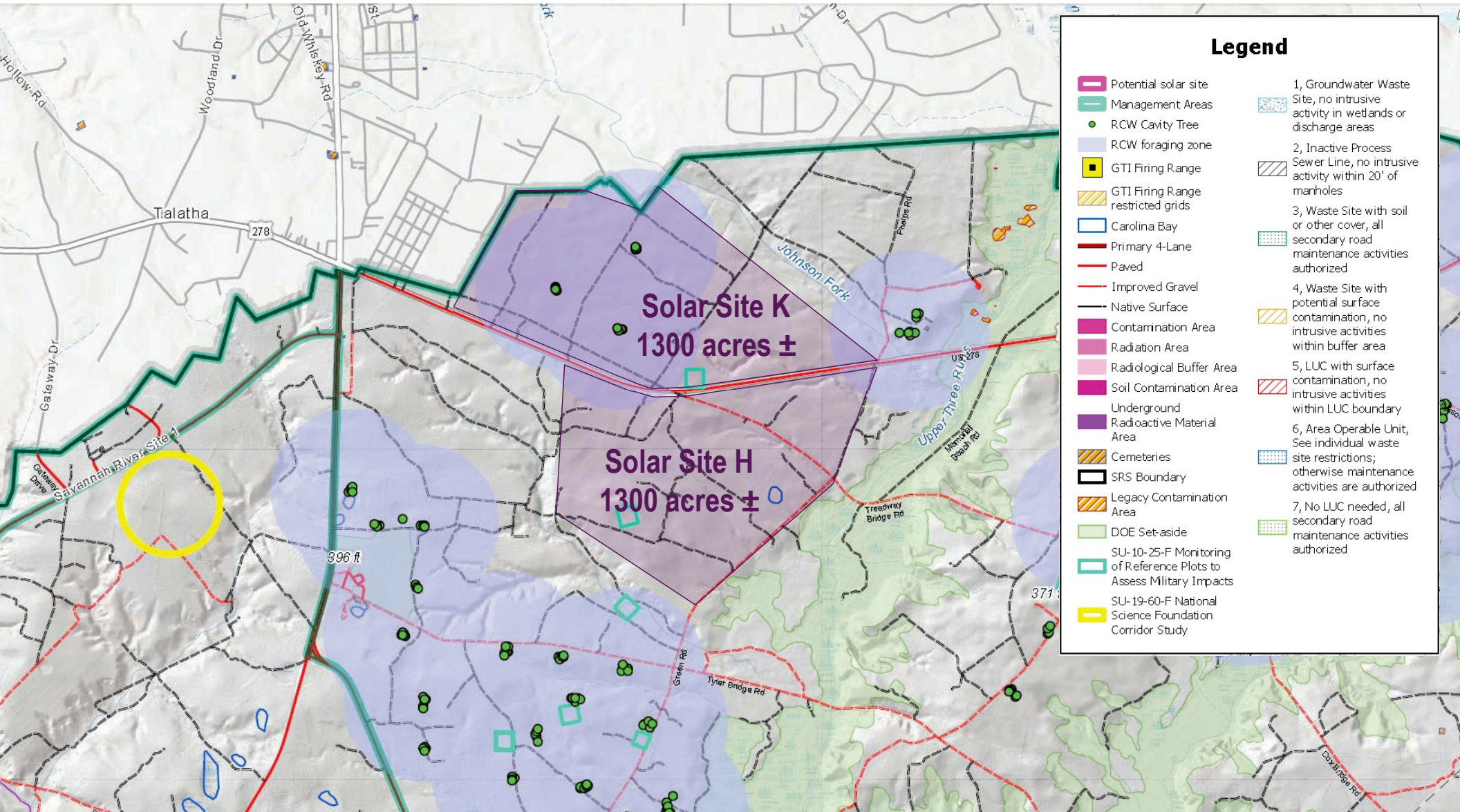


- No identified federally listed species
- Candidate species unlikely and only two historic records of sightings exist (southern hognose 1965, pine snake 1985)
- No identified sensitive plant species
- One potential perennial stream and gully will need to be addressed
- While the entire site classified as FEMA Flood Zone X, there may be some wetlands along the southwestern boundary as shown
- Directly accessible from SC125

Solar Site G Coordinates



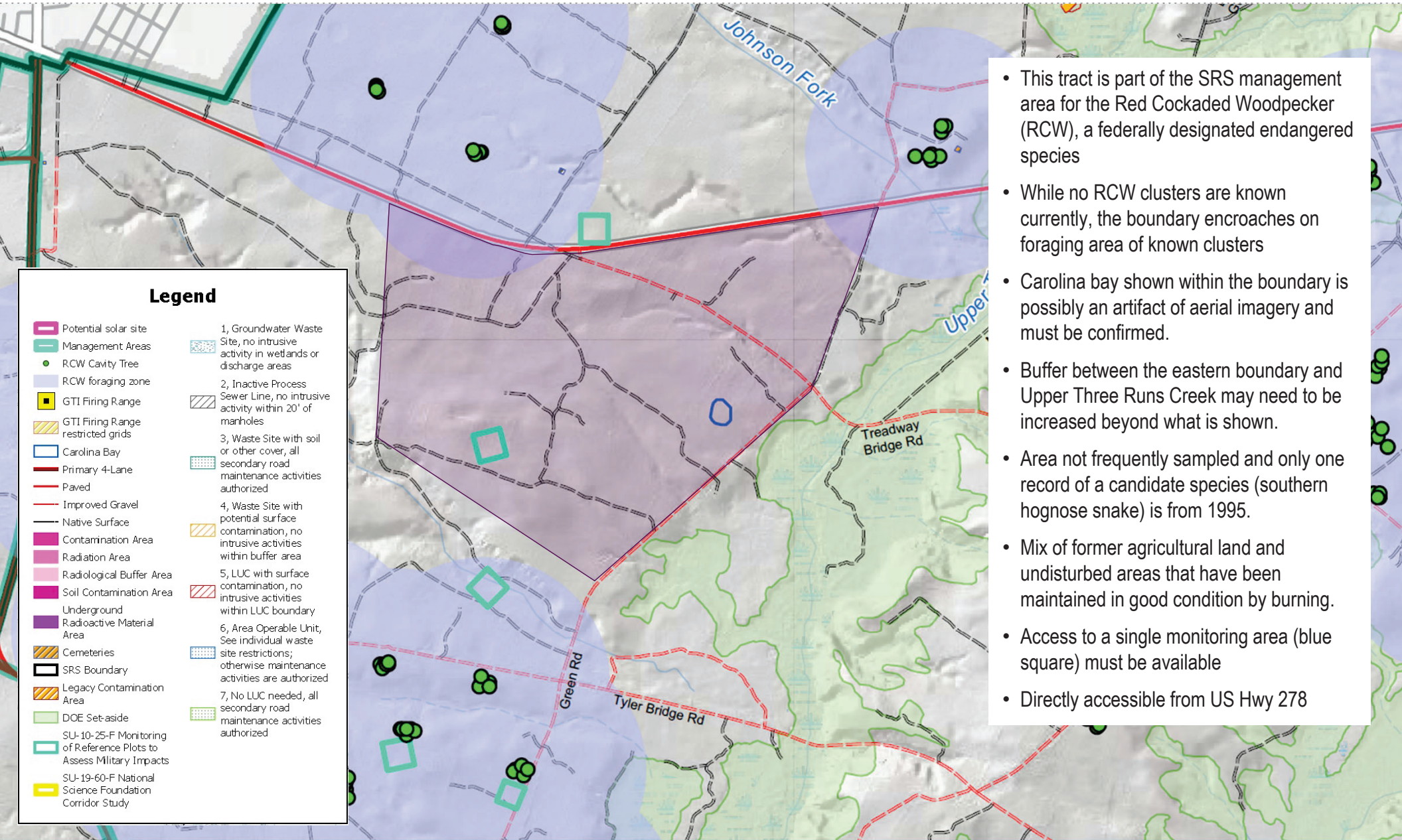
Solar Sites H and K



Legend

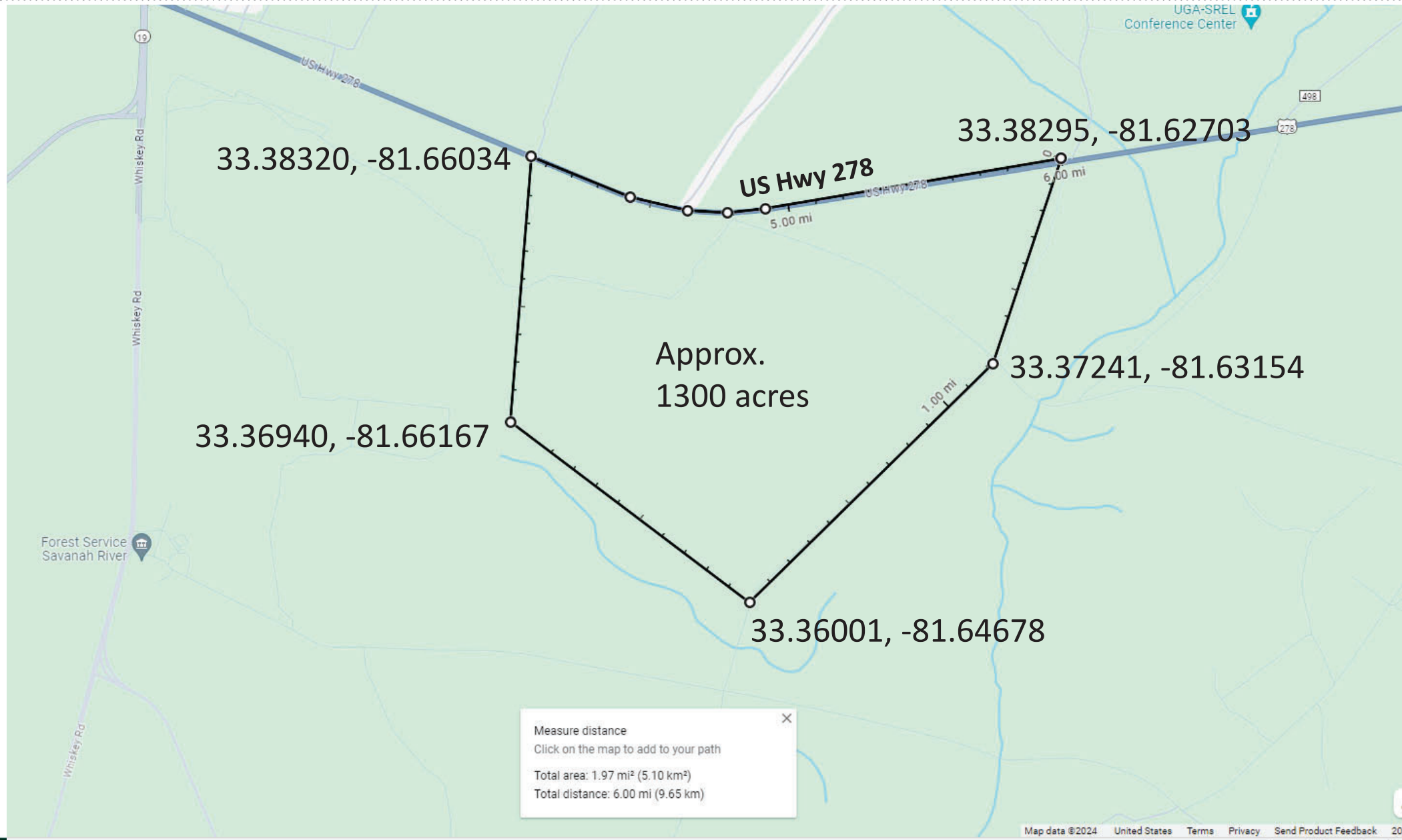
Potential solar site	1, Groundwater Waste Site, no intrusive activity in wetlands or discharge areas
Management Areas	2, Inactive Process Sewer Line, no intrusive activity within 20' of manholes
RCW Cavity Tree	3, Waste Site with soil or other cover, all secondary road maintenance activities authorized
RCW foraging zone	4, Waste Site with potential surface contamination, no intrusive activities within buffer area
GTI Firing Range	5, LUC with surface contamination, no intrusive activities within LUC boundary
GTI Firing Range restricted grids	6, Area Operable Unit, See individual waste site restrictions; otherwise maintenance activities are authorized
Carolina Bay	7, No LUC needed, all secondary road maintenance activities authorized
Primary 4-Lane Paved	
Improved Gravel	
Native Surface	
Contamination Area	
Radiation Area	
Radiological Buffer Area	
Soil Contamination Area	
Underground Radioactive Material Area	
Cemeteries	
SRS Boundary	
Legacy Contamination Area	
DOE Set-aside	
SU-10-25-F Monitoring of Reference Plots to Assess Military Impacts	
SU-19-60-F National Science Foundation Corridor Study	

Solar Site H: 1300 acres ±

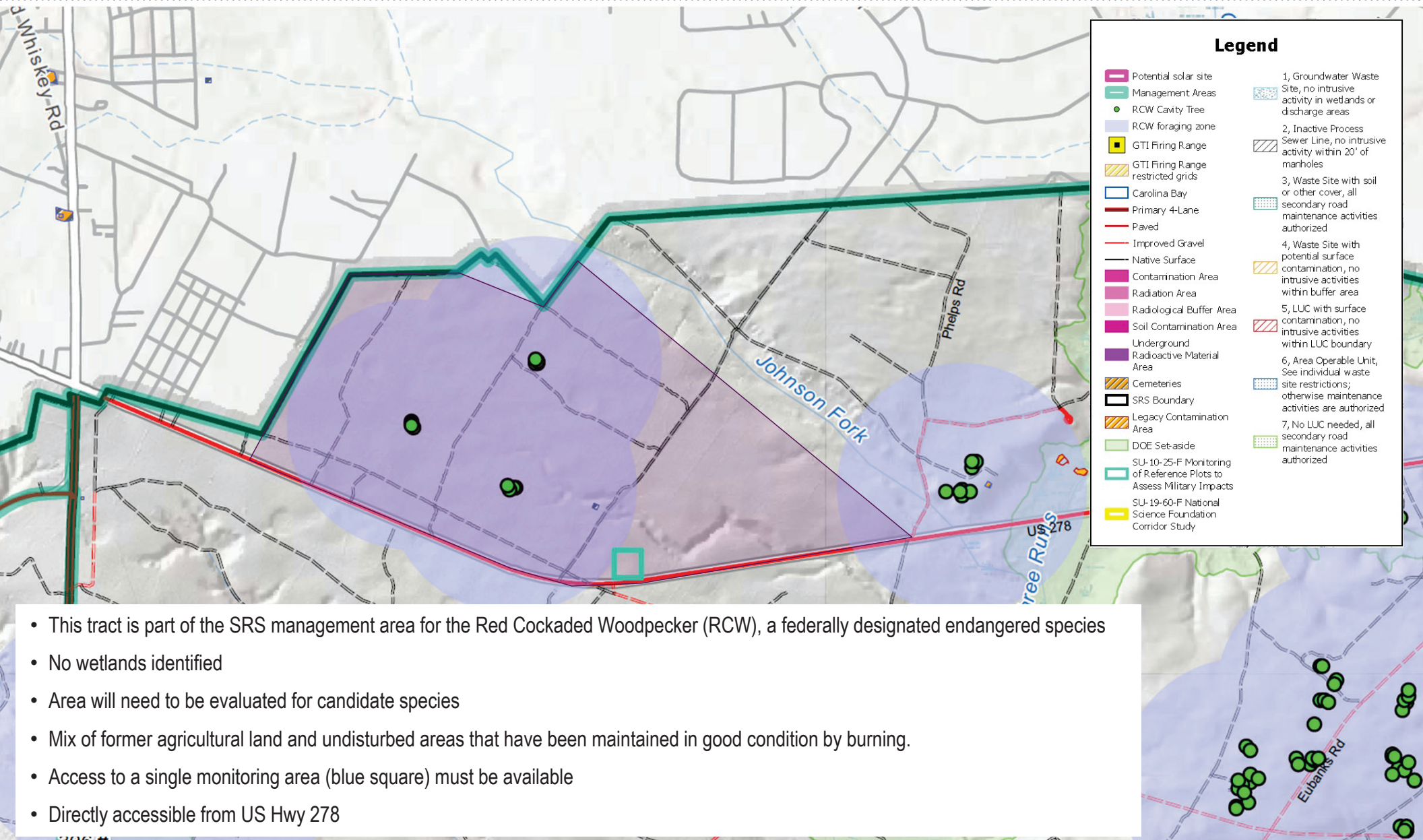


- This tract is part of the SRS management area for the Red Cockaded Woodpecker (RCW), a federally designated endangered species
- While no RCW clusters are known currently, the boundary encroaches on foraging area of known clusters
- Carolina bay shown within the boundary is possibly an artifact of aerial imagery and must be confirmed.
- Buffer between the eastern boundary and Upper Three Runs Creek may need to be increased beyond what is shown.
- Area not frequently sampled and only one record of a candidate species (southern hognose snake) is from 1995.
- Mix of former agricultural land and undisturbed areas that have been maintained in good condition by burning.
- Access to a single monitoring area (blue square) must be available
- Directly accessible from US Hwy 278

Solar Site H Coordinates

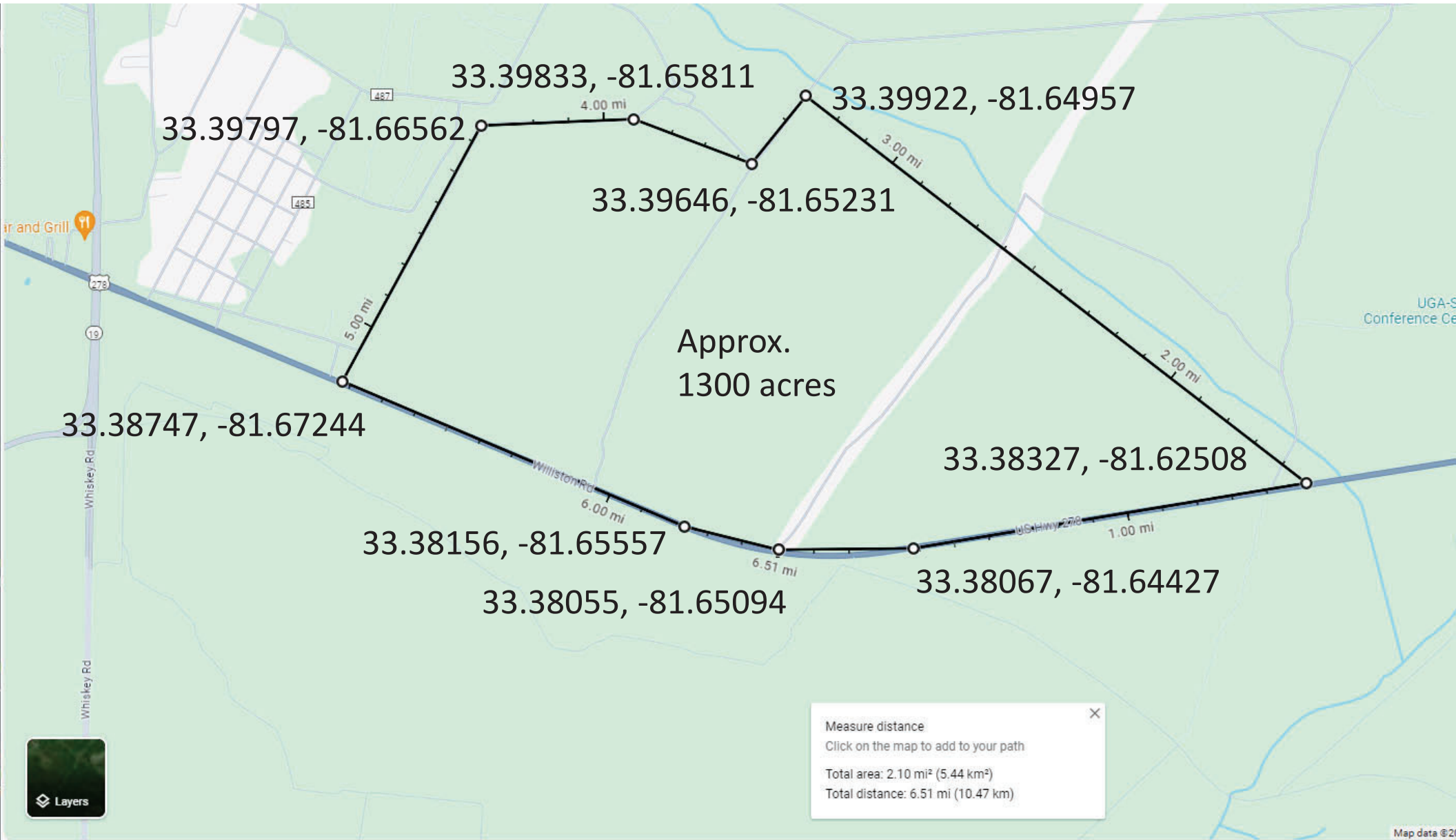


Solar Site K: 1300 acres ±



- This tract is part of the SRS management area for the Red Cockaded Woodpecker (RCW), a federally designated endangered species
- No wetlands identified
- Area will need to be evaluated for candidate species
- Mix of former agricultural land and undisturbed areas that have been maintained in good condition by burning.
- Access to a single monitoring area (blue square) must be available
- Directly accessible from US Hwy 278

Solar Site K Coordinates



Department of Energy

Realty Agreement for Carbon Pollution-Free Projects at Savannah River Site



Request for Qualifications (RFQ) Appendix B Insurance Requirements

APPENDIX B Insurance Requirements

Insurance Requirements Checklist		
Site Name: <u>Savannah River</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.	Full replacement cost value of the buildings, building improvements, and personal property belonging to the Property
	All Risk, on a replacement cost basis, with no coinsurance.	
	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: Accord 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>	

Department of Energy



**Realty Agreement for Carbon
Pollution-Free Projects
at Savannah River Site**

Request for Qualifications (RFQ)

Appendix C

DOE Mandatory Clauses

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.

AGREEMENT NOT TO INTERFERE WITH DOE'S WORK:

Selectee's access, operations and activities shall be conducted in a manner that will not materially interfere with DOE or its contractors' operations at the Savannah River Site. Minor foreseeable impacts, such as increases in traffic on the site are anticipated and are exempted from this provision. DOE and Selectee shall cooperate to reasonably modify realty agreement activities to avoid or minimize impacts on DOE's operations. Selectee also agrees, upon DOE's request, to cooperate with DOE to make reasonable modifications to realty agreement/project activities to accommodate new, or changes to existing, DOE facilities, programs, projects, or activities.

RETIRED ENERGY ATTRIBUTE CERTIFICATES FROM SITE HOSTED PROJECT:

DOE Savannah River (DOE-SR) seeks energy attribute certificates (EACs) representing the zero-carbon nature of the electricity generated from this hosted Project to meet various goals related to CFE. Based on current information, DOE-SR requires approximately 170,000 EACs annually to offset consumption of non-CFE. As such, DOE-SR requires that Offerors include in their proposal a portion of the EACs from the Project to be retired on DOE-SR's behalf on an annual basis through the sooner of the duration of the Realty Agreement or when 100% of all energy consumed at SRS is produced off-grid and onsite for at least three (3) consecutive years and in accordance with the language below:

For each year of the realty agreement a number of the EACs generated by the onsite Project that is proportional to the Lessee's share of the total installed solar power generation capacity at SRS shall be retired on DOE-SR's behalf in a EAC tracking system listed on EPA's website, such as NAR or M-RETS, that allows registration from generators outside their geographic territory (see <https://www.epa.gov/green-power-markets/renewable-energy-tracking-systems>). Offeror shall complete an annual attestation form (provided), no later than 12/31 each year summarizing EAC retirements on DOE-SR's behalf, including certificate identification number, generation type, quantity, certificate vintage date, and retirement date. Since the number of EACs required to fully offset the consumption of non-CFE at SRS will vary from year to year, the number of EACs to be retired under this clause will vary, however the number of

EACs to be retired by the Lessee shall not exceed 80% of the total number of EACs created by the solar facility in any given year.

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) Additional requirements

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME

COMPENSATION

- (a) *Overtime requirements.* No Selectee or subcontractor contracting for any part of the Realty Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Selectee and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Selectee and subcontractor are liable for liquidated damages payable to the Government. The Government Representative will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract

Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) *Payrolls and basic records.*

(1) The Selectee and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics, including guards and watchpersons, working on project during the Realty Agreement and shall make them available to the Government until 3 years after Realty Agreement completion. The records shall contain the name and last known address, telephone number, and email address of each employee; social security number of each such worker, each worker's correct labor classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours actually worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Selectee and its subcontractors shall allow authorized representatives of the Government Representative or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Selectee or subcontractor also shall allow authorized representatives of the Government Representative or Department of Labor to interview employees in the workplace during working hours.

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

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

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

PAYROLLS AND BASIC RECORDS

(a) Payrolls and basic records relating thereto shall be maintained by the Selectee during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, last known

address, telephone number and email address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Selectee shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Selectees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and helpers, and the ratios and wage rates prescribed in the applicable programs.

- (b) The Selectee shall submit weekly for each week in which any Realty Agreement work is performed a copy of all payrolls to the Government Representative. The payrolls submitted shall set out accurately and completely all the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and last known home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <https://www.dol.gov/agencies/whd/forms>. The Selectee is responsible for the submission of copies of payrolls by all subcontractors. Selectees and subcontractors shall maintain the full social security number and last known address of each covered worker and shall provide them upon request to the Government Representative, the Selectee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Selectee to require a subcontractor to provide addresses and social security numbers to the Selectee for its own records, without weekly submission to the Government Representative.
- (c) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Selectee or sublessee or his or her agent who pays or supervises the payment of the persons employed under the Realty Agreement and shall certify—
- (1) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper and apprentice) employed on the Realty Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (e) The falsification of any of the certifications in this clause may subject the Selectee or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (f) The Selectee or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Government Representative or the Department of Labor. The Selectee or subcontractor shall permit the Government Representative or the Department of Labor to interview employees during working hours on the job. If the Selectee or subcontractor fails to submit required records or to make them available, the Government Representative may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available, may be grounds for debarment action pursuant to 29 CFR 5.12.

APPRENTICES

- (a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA, or in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Selectee as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage

rate on the wage determination for the work actually performed. Where a Selectee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Selectee's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OA, or a State Apprenticeship Agency recognized by OA, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

COMPLIANCE WITH COPELAND ACT REQUIREMENTS

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

SUBCONTRACTS (LABOR STANDARDS)

- (a) The Selectee or subcontractor shall insert in any construction, alteration or repair subcontracts the clauses required under 29 CFR 5.5(a). and such other clauses as the Government Representative may, by appropriate instructions, require, and a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Selectee shall be responsible for compliance by any sublessee or lower tier subcontractor with all the Realty Agreement clauses cited in this paragraph.
- (b) Within 14 days after award of the Realty Agreement, the Selectee shall deliver to the Government Representative a completed Statement and Acknowledgment Form (SF1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (c) Within 14 days after the award of any subsequently awarded subcontract the Selectee shall deliver to the Government Representative an updated completed SF 1413 for each additional subcontract.

REALTY AGREEMENT TERMINATION—DEBARMENT

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

COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS

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

DISPUTES CONCERNING LABOR STANDARDS

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

CERTIFICATION OF ELIGIBILITY

- (a) By entering into this agreement, the Selectee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).
- (b) No part of this Realty Agreement shall be subcontracted to any person or firm ineligible for award 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).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

REALTY AGREEMENT RESTORATION OF PROJECT SITE:

Upon termination, expiration, revocation or relinquishment of this Realty Agreement, the Selectee, at DOE's discretion, shall vacate the premises, remove its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Realty Agreement's activities and shall restore the premises or facilities to the same or as good condition as existed on the date of entry under this Realty Agreement, excepting normal wear and tear. The Selectee shall remove all waste generated by the Project/Realty

Agreement and will remain responsible for the ultimate treatment and disposal of any waste generated by the Selectee. In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the Selectee shall promptly give notice to DOE and, to the extent of its liability, shall, upon demand, either compensate DOE for such loss or damage or shall rebuild, replace or repair the item or items of the premises or facilities lost or damaged as DOE may elect. In the event the Selectee shall have effected any repair, rebuilding or replacement as required herein, DOE shall direct payment to the Selectee of so much of the proceeds of any insurance carried by the Selectee and made available to DOE on account of loss or damage to any item or part of the premises or facilities as may be necessary to enable the Selectee to effect such repair, rebuilding or replacement. In the event the Selectee shall not have been required to affect such repair, rebuilding or replacement and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Selectee, the Selectee shall promptly refund to DOE the amount of such proceeds.

CULTURAL RESOURCES, WILDLIFE, AND LAND AREAS:

- (a) Selectee shall exercise reasonable care in the preservation of native vegetation and in the protection of wildlife on the site. If vegetation must be removed, the disturbed soils shall be re-vegetated or stabilized as appropriate. Selectee shall maintain an effective invasive plant species management program.
- (b) Selectee and its Authorized Personnel shall cooperate with DOE to manage cultural resources, including but not limited to antiquities and historic properties on the site in accordance with the National Historic Preservation Act, 54 U.S.C. § 300101 et seq., and other applicable laws and regulations. Antiquities include, but are not limited to, Indian graves, campsites, relics, and artifacts. DOE may conduct or require Selectee to conduct a cultural resources survey prior to ground disturbance activities. Whenever cultural resources are discovered, Selectee shall notify DOE as soon as possible and protect the affected area and material from further disturbance until receiving both DOE approval and direction to proceed, which DOE shall provide as expeditiously as feasible. Any required mitigation will be at the expense of Selectee.

Department of Energy

Realty Agreement for Carbon

Pollution-Free Electricity Projects at Savannah River Site



Request for Qualifications (RFQ)

Appendix D - Offeror's Cover Page

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

Request for Qualifications

Savannah River Site 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 Savannah River Site



Request for Qualifications (RFQ)

Appendix E - Past Performance

Reference Information Form

Appendix F

Past Performance Reference Information Form

(Utilizing this appendix, provide requested information of the most recent and relevant work completed or in progress by the Offeror of projects that are similar in scope and scale to the Offeror’s proposed Project (no more than 3 examples). Completed Form limited to three pages per reference project).

Past Performance Reference Information Form

1. <u>Name</u> of Offeror Submitting Proposal:	
2. Reference Project Client Point of Contact:	Name: Title: Telephone: Email: Address:
3. Project Location:	
4. Project Generation Type (e.g.: Solar, Wind, etc.):	
5. Land (acres):	
6. Project Nameplate Capacity and Generation:	
7. Project Start and End Date (Specify Construction Period and Operation Period):	
8. Project Description:	
9. Describe design, construction, management, and operation of the Project:	
10. Describe the financing for the Project:	
11. Cost of the Project:	
12. Describe off-take agreements for the Project:	
13. Describe Offeror’s specific role and activities in the Project (specifically state how the Offeror accomplished them directly or if they were	

Past Performance Reference Information Form

<p>accomplished by another party, list the name of said other party):</p>	
<p>14. Complexity of work Company performed on Reference Project:</p>	
<p>15. Describe Safety Performance (For the reference project, the Offeror shall identify Occupational Safety and Health Administration (OSHA) safety statistics [e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)], as well as any significant worker safety and health incidents. If similar projects are not within the last 5 years, provide DART and TRC rates for the company within the last 5 years):</p>	
<p>Note: The Offeror may amend the format for the Appendix, Past Performance Reference Information Form, as long as the exact information, font and size, and page limitations are followed. Also, the information contained in the Offeror’s submitted forms shall be consistent with the information contained in other sections of their proposal.</p>	

Carbon Pollution-Free Electricity Projects at the Savannah River Site - Final RFQ

RFQ Section	Page Number	Subject/Title	Industry Comment/Question	Response
3.1(d)	9	Termination	Is this in regard to a request for termination for convenience at any time over the period of the Realty Agreement?	Termination of the lease and the ramifications of various situations leading up to and following termination will be addressed in lease negotiations with the selected offerors.
3.1(d)	9	Termination	If the government terminates the agreement for convenience, is the government prepared to pay costs that the awardee has spent to date?	
3.1(d)	9	Termination	If the government terminates the agreement for convenience, how will the Government determine fair and reasonable costs for reimbursement. For example, capital expenditures, labor and contract costs, cost of money, etc.?	
4.4.2	18	Quality Systems	Will DOE require compliance with DOE orders, specifically Quality Assurance given this is a commercial/utility operation?	Ultimately the solar facility will be "outside the fence", so while the expectation is that offerors have formal quality systems in place, compliance with DOE 414 is not expected.
4.4.4	21	Appendix E	Can DOE please provide Appendix E - Past Performance Reference Information Form in an editable Word document format?	Yes - the SAM.gov listing now contains a MS Word version of Appendix E that is editable.
4.4	18	Project Plan	Have geotechnical studies been completed? If so, can DOE SRS please share with proposers?	No geotechnical studies have been performed on the proposed solar sites
4.4.3	20	Return to the Government	Will DOE accept replacement RECS?	To count CFE produced at a Federal facility toward the net annual CFE requirement, an agency must obtain and retire the EACs sourced from the on-site CFE generation. In general, replacement RECs would not have been produced onsite at SRS..
4.3	16	Submission of Responses	Are title pages, table of contents, glossaries, etc. allowed and if so, are they excluded from the 60-page response limit?	A title page, table of contents, glossary, and index will not count against the 60-page response limit
Appendix A		Land Available for Solar Generation	At the Industry Day, Site J was included as an available parcel of land. Is site J available for this RFQ?	It was learned after industry day that the site plan under development at the time included an alternate use for Site J.
Appendix A		Land Available for Solar Generation	At the Industry Day, Site C was included as an available parcel of land with a larger acreage than what is included in the RFQ. Is the larger site C parcel available for this RFQ?	It was learned after industry day that the site plan under development at the time included an alternate use for the part of Site C that was north of Hwy SC 125.
Appendix A		Parcel Information	To supplement the Parcel information provided in Appendix A, can the government provide .kmz files for parcels to assist in the design process and development of our RFQ response?	.KMZ files will not be available prior to the close of the RFQ response period. As stated on page 2 of Appendix A, all of the sites presented are going through the Savannah River Site Use Permitting process. The permitting process may result in some changes to the boundaries of the site to accommodate restrictions, avoid hazards, etc., so the information in a .KMZ file cannot be guaranteed accurate until the permits are issued.
1	4	SMR and Concentrated Solar Consideration	Would the Department of Energy consider a Small Modular Reactor (SMR) and Hybrid Concentrated Solar Plant integrated with photovoltaic panel technologies for clean electrical production at the Savannah River Site by an offeror, in addition to only the requested photovoltaic solar plant for this RFQ? The offeror could immediately initiate deployment of PV solar and the licensing activities for an SMR providing a phased clean energy strategy with very attractive economics.	This RFQ supports the program established to achieve the goal in Executive Order 14057 of net 100% carbon-free energy usage at SRS by 2030. DOE will host a separate information day in May 2024 for parties interested in promoting other CFE technologies for generation and storage that are further away from commercial readiness..