Department of Energy
Savannah River Operations Office
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APR 2 3 2026

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South Carolina Department of
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2600 Bull Street
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Mr. Jon Richards
Savannah River Site Remedial Project Manager
Superfund and Emergency Management Division
U. S. Environmental Protection Agency, Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Dear Ms. Fulmer and Mr. Richards:

SUBJECT: U. S. Department of Energy Notification of Proposed Lease(s) for Artificial Intelligence Data Center and Power Generation Facility

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

Under Executive Order (EO) 14318, Accelerating Federal Permitting of Data Center Infrastructure; EO 14179, Removing Barriers to American Leadership in Artificial Intelligence; and EO 14154, Unleashing American Energy, DOE has been tasked with using federal assets to maintaining and enhancing American leadership in Artificial Intelligence (AI) and energy generation to promote economic competitiveness, national security, and scientific advancement. AI infrastructure, including data centers, is critical for AI training, inference, scientific research, and various essential services, while energy generation is critical for protecting the United States' economic and national security and military preparedness by ensuring that an abundant supply of reliable energy is readily accessible.

The DOE's National Nuclear Security Administration's (NNSA)-Savannah River Field Office 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, and decommissioning AI data center and energy generation infrastructure including, but not limited to: data center facilities with specialized Information Technology equipment; associated cooling facilities; energy supply infrastructure; transmission and storage infrastructure; and other ancillary facilities and equipment reasonably required for the installation, maintenance, operation, decommissioning, and site restoration/remediation of AI data center and energy generation facilities 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 an energy generation facility.

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 6 to 18 months for development, 1 to 2 years for construction, and 10 or more years for operations, and the anticipated timeframes for the energy generation infrastructure being in alignment with the commercial best practices for the technology proposed.

The Offeror must describe the project's approach to acquiring all necessary federal, state, and local permits, to include assisting DOE/NNSA with meeting National Environmental Protection Agency and National Historic Preservation Act requirements, as well as any licensing required for the proposed energy generation technology. The Offeror must also describer the construction plan, security plan, power and compute efficiency, energy reliability, utilities, interconnection, water efficiency, etc.

The DOE published the enclosed *Request for Proposals Artificial Intelligence Infrastructure and Energy Generation on DOE Land at Savannah River Site Aiken, SC* on September 30, 2025. Proposals from Offerors were received by January 9, 2026, and lease(s) are expected to be signed by the end of July 2026.

As provided for in the 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 SCDES of the proposed lease at least ninety (90) days prior to the effective date of the lease.

Questions from you or your staff may be directed to me at (803) 952-6211.

Sincerely,

MATTHEW BAKER
Digitally signed by MATTHEW BAKER
Date: 2026.04.23 08:23:05 -04'00'

Matthew R. Baker
Acting FFA Project Manager
DOE-Savannah River Operations Office
Remediation, Deactivation and
Decommissioning Division

RDDD-26-140

Enclosure:
Request for Proposals Artificial Intelligence Infrastructure and Energy Generation on DOE Land at Savannah River Site Aiken, SC

c w/o encl:
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H. J. Porter, SCDES-Columbia
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c w/encl
H. H. Cathcart, SCDES–Columbia

Request for Proposals

Artificial Intelligence Infrastructure and Energy Generation on DOE Land at Savannah River Site Aiken, SC

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1.0 EXECUTIVE SUMMARY

a. The United States Department of Energy (the "Government" or "DOE") is committed to maintaining and enhancing American leadership in Artificial Intelligence (AI) and energy generation to promote economic competitiveness, national security, and scientific advancement. Executive Order (EO) 14318, Accelerating Federal Permitting of Data Center Infrastructure; EO 14179, Removing Barriers to American Leadership in Artificial Intelligence; and EO 14154, Unleashing American Energy direct agencies to leverage federal assets to support this objective. AI infrastructure, including data centers, is critical for AI training, inference, scientific research, and various essential services, while energy generation is critical for protecting the United States' economic and national security and military preparedness by ensuring that an abundant supply of reliable energy is readily accessible.
b. The Atomic Energy Act of 1954, 42 U.S.C. 2011, et. seq., as amended, authorizes the Department of Energy to enter into Lease Agreements (leases, easements, etc.) for the use of real property, with non-Federal entities. The Lease is only intended to be for the use of federal land and does not include any utilities or other services from the Government, unless as otherwise negotiated with the Government.
c. Pursuant to the foregoing Executive Orders and statutory authorities, DOE's National Nuclear Security Administration's (NNSA) Savannah River Site (SRS) is issuing this Request for Proposals (the "RFP") to solicit proposals from entities interested in entering a long-term Lease covering a portion of identified real property located at SRS in South Carolina. The Lease Agreement with the Government is for the purposes of designing, financing, permitting, developing, constructing, installing, owning, maintaining, operating, and decommissioning AI data center and energy generation infrastructure (the "Project") including, but not limited to: data center facilities with specialized Information Technology (IT) equipment; associated cooling facilities; energy supply infrastructure; transmission and storage infrastructure; and other ancillary facilities and equipment reasonably required for the installation, maintenance, operation, decommissioning, and site restoration/remediation of AI data center and energy generation facilities 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 an energy generation facility given the available real property described herein.
d. Eligible Project configurations include Integrated AI Data Center and Energy Projects, Phased Integrated AI Data Center and Energy Projects, or Energy Infrastructure Projects. In all cases, Proposals must include new energy generation. See Section 3.4, Eligible Offerors and Project Configurations, for further details.
e. The Government is interested in proposals for rapid development of AI data center capacity to meet commercial market needs and of generation to power data center capacity. It understands that the generation may come online at a different time from the data center which is part of the same proposal or an affiliated proposal. For example, a first phase with a rapidly developed data center using grid power may be followed by a second phase with data center expansion and new generation.
f. The Government is open to considering proposals that integrate innovative energy generation and storage technologies with the AI data center infrastructure that maximizes power generation given the available real property. The Offeror must be responsible for the Project's interconnection of new energy generation with the electric utility provider. NNSA is also interested in proposals that detail potential collaboration opportunities with DOE and NNSA, National Laboratories, Plants, and Sites (hereafter referred to as "DOE Site(s)").

g. The Government has identified available tract(s) of land (the "Property") as depicted in **Appendix A: Depiction of the Property and Existing Encumbrances**. Offeror(s) may propose Projects on all or a portion of this land, and the Government may consider multiple Projects. The Government further anticipates that there may be multiple AI data center or energy generation infrastructure facilities, with each located on a different tract of the Property, and that the size of each tract of land will depend on the proposed AI data center or energy generation infrastructure technology to be deployed.
h. This RFP is for the development of land described in **Appendix A** and Offerors may submit proposals to develop a single tract or multiple tracts, commensurate with the needs of the proposed AI or energy generation project. The Government envisions leasing approximately 250 to 450 acres of the total acreage described in Appendix A as a result of this RFP. The Government may decide to allow development on any, all, or none of the tracts proposed in the Offeror response. Should the Government decide to allow development of multiple tracts, it may choose to select additional proposals from this RFP, conduct a new competition, or address the use of these lands in another manner, consistent with applicable laws. In accordance with and subject to the terms, requirements, and conditions of this RFP, the Government will evaluate all proposals received from Offerors and may qualify and select one or more Offeror(s) with whom to enter into Lease Agreement negotiations. The Government may also decide to conduct a "down-select" while evaluating offers, as discussed in Section 5.1. An Offeror with whom the Government enters into a written and legally binding Lease Agreement is hereinafter referred to as a "Selectee".
i. The Government's objectives in issuing this RFP and potentially entering into a Lease Agreement with consideration for the Property include, but are not limited to, the following (collectively, the "Objectives").
    i. Enter into a Lease Agreement for the Property (or portion thereof) for the purposes set forth in Section 1.0.c in accordance with DOE/NNSA's legal authorities and consistent with the terms documented in the RFP.
    ii. Enter into a Lease Agreement for use of the Property in a manner consistent with the following AI infrastructure priorities and strategic goals:
        1. Enhancing national AI computing capacity through secure, scalable, and energy-and water-efficient infrastructure, including innovative compute, cooling, and power delivery/control technologies for AI training and/or inference workloads.
        2. Supporting DOE/NNSA mission priorities in science, energy, and/or national security.
    iii. Enter into a Lease Agreement for use of the Property in a manner consistent with the following energy infrastructure priorities and strategic goals:
        1. Ensuring an abundant supply of reliable energy is readily accessible.
        2. Advancing the commercial readiness of domestic technologies for energy generation, distribution, and/or storage particularly those that maximize the energy output for a given land area, e.g. nuclear and geothermal.
    iv. Increase the resilience of SRS operations to minimize the impact of disruptions in the grid-supplied power required to accomplish SRS missions.
    v. Identify opportunities for collaboration with the Savannah River National Laboratory (SRNL) for new nuclear reactor and data center research including but not limited to:
        1. Reactor fuel cycle specifications and optimization for processing (e.g., fuel feedstock, backend SNF storage/disposition, etc.)

2. Electric power grid research on a high voltage testbed
3. Cybersecurity
4. Access to the datacenter for AI/ML research applications
5. Partnerships with industry and universities on applied research AI across SRNL research domains such as energy resilience, environmental sustainability, and national security

vi. Identify opportunities for collaboration with NNSA that advance the missions of the NNSA.
vii. Enter into a Lease Agreement for use of the Property in a manner that minimizes risk to the Government.
viii. Enter into a Lease Agreement for use of the Property in a manner that is compatible with the Government mission and adjacent Government uses at the DOE/NNSA Site.
ix. Enter into a Lease Agreement for use of the Property in a manner that minimizes and/or mitigates environmental and cultural impacts.
x. Enter into a Lease Agreement for use of the Property consistent with best commercial practices.
xi. Enter into a Lease Agreement for use of the Property in a manner that supports relationships with State and local Governmental authorities, federally recognized Tribes, and the surrounding communities.

2.0 EXISTING CONDITIONS

2.1 PROPERTY PROVIDED AS-IS/WHERE-IS

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.

a) 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(s) and described in the Lease Agreement. As used in this RFP, 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) must 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** attached hereto and incorporated herein by this reference.
c) 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), 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 will conduct a radiological clearance of the Property. Background information on SRS is available at https://www.srs.gov/general/srs-home.html. As used in this RFP, the term "Actual Knowledge"

means the information known to the Government or that could be reasonably inferred to have been known to the Government after reasonable investigation.

d) 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.

e) 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)). SRS is also subject to the provisions of a Federal Facility Agreement (FFA) between DOE, EPA and the State of SC which requires a 90-day notification prior to transferring control of SRS property via lease.

f) SRS requires submission of a Site Use Permit application prior to allowing any land use activity on any tract of land onsite. The process provides a:
   i. method of informing various stakeholders of proposed plans for a tract of land to identify conflicts between the permit application and previously granted permits
   ii. forum for impacted stakeholders to communicate concerns about or support for the application
   iii. way to facilitate discussion between requestors and impacted stakeholders to establish guidelines and/or restrictions that allow the proposed usage to go forward
   iv. Site Use Permits have not yet been granted for any of the proposed 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.

g) Selectee(s) are responsible, at their own expense, for all required licensing, permit(s) and all costs related to compliance with applicable laws and regulations.

h) The Government is responsible for government-to-government consultation with federally recognized Tribes.

i) The Offeror(s) and Government must reach an agreement with respect to the physical appearance and condition of the Property and must prepare and execute a Physical Condition Report as described in Section 3.1 (l) evidencing their agreement prior to execution of the Lease Agreement.

j) The Government is leasing the Property subject to all existing encumbrances (recorded and unrecorded). To the best of the Government's Actual Knowledge, a depiction of such encumbrances is attached hereto as **Appendix A**.

k) The Property will be in the state of South Carolina within Aiken County, Barnwell County or straddling the boundary between the two counties.

2.2 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

DOE/NNSA's decision whether to execute a lease is subject to several environmental laws, including the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321, et seq.) and direction provided in Executive Order 14318. NEPA requires federal agencies to consider the potential environmental impacts of their proposed actions prior to making a decision. While NEPA compliance is a federal agency responsibility and the ultimate decision remains with the federal agency, all Qualified Offerors will be required to assist in the timely and effective completion of the NEPA process in the manner most pertinent to their proposed Project. DOE/NNSA may choose to enter a third-party agreement wherein the Qualified Offeror(s) pays an environmental

contractor of DOE/NNSA's choosing to prepare the required NEPA document, and DOE/NNSA directs the work of that environmental contractor. DOE/NNSA must fully comply with NEPA prior to realty agreement execution, or if the NEPA process is not completed before realty agreement execution then the agreement must be contingent on completion of the NEPA process. Additionally, Qualified Offeror(s) have the option to prepare any required environmental impact statement or environmental assessment based on Section 2.3 of DOE's new NEPA implementing procedures (DOE NEPA Implementing Procedures June 30 2025).

As highlighted in Section 3.0 of DOE's new NEPA implementing procedures, DOE/NNSA will use all available means to improve the efficiency of its implementation of NEPA. DOE/NNSA will decide the required level of NEPA review as soon as practicable after identifying that it has a proposal requiring NEPA review.

If DOE/NNSA has established a categorical exclusion (appendix B of 10 CFR part 1021 and DOE's NEPA implementing procedures) or adopted under section 109 of NEPA another agency's categorical exclusion listed in the other agency's NEPA procedures (42 U.S.C. § 4336(c)) (appendix C of DOE's NEPA implementing procedures), DOE/NNSA will apply the categorical exclusion(s), as appropriate. If DOE/NNSA cannot apply a categorical exclusion to the proposed action, DOE/NNSA will evaluate significance of the proposed action's reasonably foreseeable effects consistent with Section 3.2 of DOE's NEPA implementing procedures. (See Section 2.2, Determining the required level of NEPA review, for further information.)

DOE/NNSA may use an early scoping process to help determine the required level of NEPA review. DOE/NNSA may engage any applicant and other parties, as will be beneficial, in the early scoping process. An early scoping process may include, as appropriate to the proposal, steps such as preliminarily identifying the Federal agencies and other parties that will be involved and that have decisions to make related to the proposal; the range of reasonable alternatives and rationale for excluding certain alternatives from detailed analysis; the scope of environmental effects to be analyzed and rationale for excluding certain environmental effects from analysis; and the schedule.

DOE/NNSA must develop and modify, as appropriate, a schedule for preparation of any required environmental assessment or environmental impact statement that meets the requirements, including page limits and deadlines, in NEPA and DOE's NEPA implementing procedures.

3.0 GENERAL LEASE AGREEMENT REQUIREMENTS

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

3.1 TERMS AND REQUIREMENTS

a. Transfers, assignments, and subleases are not permitted without prior written approval by DOE/NNSA, which may be withheld for any justifiable reason.

b. The Government and its agents and employees reserve the right to enter the Property at reasonable times, and at any time in an emergency, without charge, liability, or abatement of rent, for any purposes not inconsistent with the Selectee's permitted use.
c. The Government must have the right to terminate the Lease Agreement under certain conditions to be defined in the Lease Agreement.
d. The Selectee's use(s) of the Property must be compliant with the Lease Agreement terms, all applicable laws and regulations, and compatible with the mission of the DOE/NNSA site at which the Property is located.
e. The Selectee's Lease 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) must ensure that insurance policies required are obtained and maintained throughout the term of the Lease Agreement in accordance with the requirements set forth in **Appendix B: Insurance Requirements** attached hereto and incorporated herein by this reference.
g. All utilities and services necessary or required for the Project as a result of, or related to, this Lease Agreement must be obtained and provided for by the Offeror(s) / Selectee(s), at its sole cost and expense, unless as otherwise negotiated with DOE. Services obtained or provided by the Offeror(s) must be compatible with existing site infrastructure. The cost of any improvements to the existing site infrastructure required to provide the services is the responsibility of the Offeror(s) and must comply with all site requirements and procedures.
h. The Property will be conveyed as-is. Any preparation of the Property to make it suitable for the Selectee's operation such as clearing, grading, and erosion control must be obtained and provided for by the Selectee(s), at its sole cost and expense, in accordance with NEPA and all local site requirements.
i. The Selectee(s) are not permitted to interconnect to any DOE/NNSA-owned electrical infrastructure/assets without prior written approval by DOE/NNSA, which may be withheld for any justifiable reason.
j. The Selectee(s) have full responsibility at its sole cost and expense to find and execute an agreement with the electric utility provider for an appropriate point of transmission-level interconnection, if required. This RFP does not require or otherwise obligate the DOE/NNSA to purchase any service or product from or of the Project. This RFP also does not require or obligate DOE/NNSA to modify or upgrade existing infrastructure to accommodate interconnection.
k. At the present time there are no known or expected Lease Agreement expenditures related to this Project. In the event that Lease Agreement expenditures are later identified, they will be determined by the Government, prior to the execution of the Lease Agreement. Any requirement for any payment or obligation of funds by DOE/NNSA pursuant to the Lease Agreement must be subject to the availability of funds, and no provision herein should be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, nor must anything herein be construed to imply that the Congress will appropriate funds for any payments in accordance with the Lease Agreement.
l. Upon the expiration or earlier termination of the Lease Agreement, the Selectee(s) must, 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 the Property to the Government in the condition it existed on the date the Lease Agreement was executed, unless the Government, at its sole discretion and subject to applicable law, elects to retain all or a portion of the Lease Agreement improvements located on the Property, without compensation to the Offeror(s) / Selectee(s). In coordination with the DOE/NNSA Field Office, Offeror(s) / Selectee(s) must conduct a baseline survey of the site in accordance with accepted standards and methods and develop a Physical Condition Report to establish the physical, environmental and ecological condition of the land to establish a reference for restoration activities discussed below. Selectee(s) must give the DOE/NNSA Field Office a copy of the baseline survey prior to commencement of improvements at the site. Selectee(s) must retain copies of the baseline survey in its records for the duration of the Lease. The Physical Condition Report will be incorporated into the lease agreement. Upon expiration or earlier termination of the Lease, Selectee(s) must consult with the DOE/NNSA Field Office to identify an appropriate reference plot(s) elsewhere on the DOE/NNSA property that includes terrestrial and aquatic (lotic, riparian, and wetland) features of the type impacted by improvements to serve as a benchmark for restoration of the site. The DOE/NNSA Field Office must establish reasonable restoration objectives, standards, and metrics for restoration completion and the duration of monitoring and adaptive management to achieve restoration targets, which is typically more than five years depending on the ecosystem type and the impacts to it. The baseline survey also may be used to inform mitigation actions under the Mitigation Plan. Additionally, the Selectee(s) must be responsible for any remediation costs and/other costs associated with returning the Property to the condition it existed on the date the Lease Agreement was executed.

m. As this RFP and a potential Lease Agreement are/would be structured, DOE/NNSA may complete NEPA, NHPA and other environmental requirements and then execute a Lease Agreement, or DOE/NNSA may execute a conditional Lease Agreement that is contingent on the completion of NEPA, NHPA and other environmental requirements (including e.g. 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 and satisfaction of NHPA). If, after completion of NEPA and NHPA, DOE/NNSA decides not to proceed with the Project, the conditional Lease Agreement would be terminated. Prior to taking actions, before the completion of NEPA, the Selectee(s) must receive authorization from DOE/NNSA. Specific actions must be submitted in writing to the Real Estate Contracting 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 actions prior to completing the NEPA review. Examples of typically allowable 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 allowable include construction of facilities or activities that are surface disturbing or involve exploitation of resources. DOE/NNSA's NEPA analysis will be conducted pursuant to NEPA, as amended, and DOE's NEPA implementing procedures.

3.2 FINANCIAL REQUIREMENTS

a. The Offeror(s) must provide the Government documented evidence demonstrating that the Offeror(s) has or will have all funds/financing necessary to accomplish and complete planning, design, permitting, construction, and operation of the AI data center and/or energy generation infrastructure facilities on or before the date of Lease Agreement execution, or as negotiated thereafter. 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 Selectee(s) must not cross-collateralize or cross-default the Lease Agreement, or the assets or revenues of the Project, without prior written approval of the Government, which approval must not be unreasonably withheld. The Selectee(s) must not assign, pledge, provide as collateral, or otherwise transfer its interest in the Lease 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 financing for the Project, the Selectee must seek prior written approval of the Government for any planned future changes in the Project ownership or cash flows.
c. The Selectee(s) must 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 by any taxing authority.
d. The Government will 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 Lease Agreement was executed, upon the expiration or termination of the Lease Agreement.
e. The Selectee(s) must, at its sole expense, obtain all required permits and approvals and pay all required expenses and fees in connection with its development of the Project.
f. Should the Offeror wish to pursue financing from DOE's Loan Programs Office (LPO), a description of the specific Project scope to be covered by the LPO loan must be provided. Offerors that intend to seek LPO financing must specify how they plan to complete the Project while remaining in compliance with the denial of double benefit rule. DOE/NNSA may execute a conditional Lease Agreement with the Selectee(s) that is contingent on the finalization of a LPO agreement for a loan, if the success of the proposed Project is dependent on LPO financing. For more information on this topic, please see Section 3.5, Integration with LPO.

3.3 DEVELOPMENT AND USE REQUIREMENTS

a. The Government may enter into a Lease Agreement that would include the following periods:
    i. An initial development period to establish Project requirements, to complete regulatory and permitting requirements such as National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other applicable regulatory requirements, secure Project financing, complete Project design, order long lead-time items, and complete any other tasks required to begin construction of the AI data center or energy generation infrastructure facilities. (See Section 3.1.l above for further discussion of NEPA and allowable interim actions,

prior to the completion of NEPA.) The development period for the Project must include the appropriate schedule to support permitting and approvals, such as utility interconnection agreements, as well as licensing of the energy generation assets, if required. For nuclear reactors, licensing must be pursued through either the Nuclear Regulatory Commission (NRC) or through DOE authorization legally required mechanisms depending on facility type.

ii. A Project construction timeline consistent with commercial best practices for constructing a project of the proposed type. A construction timeline for each major component of the Project must be included.

iii. An initial operations base period for the AI data center or energy generation infrastructure, prior to any potential renewal periods.

iv. Required decommissioning, and site restoration/remediation is expected to occur during an 18-month period after the end/termination of the Lease Agreement.

b. All development activities on the Property must 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.

c. The Project must be viable without any commitment or contribution, monetary or otherwise, from the Government (potential financing opportunities from DOE's LPO notwithstanding; see Section 3.5).

d. All development and construction on the Property must be compatible with the plans, programs, and missions of the DOE/NNSA site at which the Property is located.

e. Selectees must integrate their emergency planning, preparedness, and response (emergency management) activities into those of DOE/NNSA. Integration includes establishing and maintaining appropriate emergency management plans and procedures, providing emergency management training to its employees addressing radiological and other hazards arising from DOE/NNSA activities at SRS, and the performance of emergency management drills. Emergency Management planning is required for all phases of the Project.

f. All Selectee employees, contractors and other authorized representatives entering the Property during the development, construction, and operations phases will be subject to DOE / Unified Facilities Criteria Physical Security and Training Standards and SRS reserves the right to deny access to any individual determined to be a security or safety risk. In addition:

    i. During the Construction Phase:

        i. If all or part of the build site is interior to the controlled access site boundary, all construction personnel will need to successfully complete General Employee Training (GET) and go through the site badging process. If all or part of the build is on the exterior of the controlled access boundary that can be accessed from public roads and fenced out from general site during construction, the construction personnel would only need GET.

        ii. Access and egress throughout the construction phase, especially if all or part of the build site is interior to general site, will have significant impacts to security access control operations. Cost associated with the potential temporary opening and staffing of an inactive access control point(s) or additional personnel and infrastructure upgrades to accommodate the influx of personnel and equipment at a currently active access control point is the responsibility of the Selectee.

        iii. If all or part of the build site is on the site boundary accessible from public access roads, the cost of traffic flow and build site security accommodations are the responsibility of

the Selectee. Example: Hwy 125 does not have large enough musters or turn off areas for traffic backups. These would need to be considered to minimize impacts to Law Enforcement and mitigate construction delays.

iv. Site infrastructure work and material delivery accommodation that impacts security must be coordinated prior to the need. Example: Recognizing the large footprint of the build site, prior coordination for expedited concrete truck traffic can be accounted for with prior coordination. The scale of the build has the potential to have significant security impacts. Prior coordination will be necessary to mitigate and/or accommodate these impacts.

v. If security checks are needed for a worksite or equipment laydown / staging area, then prior coordination with site security personnel is required and all related costs are the responsibility of the Selectee.

vi. Aerial photography of the leased premises during any phase of the project requires prior coordination and written approval from the Government.

ii. During the Operational Phase:

i. All Selectee employees working onsite must successfully complete General Employee Training (GET) and site badging process regardless of whether the Selectee facility is located within or outside of the controlled site access boundary.

ii. The Selectee is responsible providing a security posture acceptable to DOE/NNSA that is integrated with the SRS security system and infrastructure. Aspects of the security system must include the following:

1. Contract Security personnel for the Data Center and SMR. These would include physical access control and alarm / camera station monitoring dedicated to the Data Center and SMR.
2. Security systems maintenance.
3. Physical clear zone maintenance.
4. Access control coordination for potential visitors and future contractors.
5. Access and egress security coordination for nuclear material for the SMR.
6. Site Vulnerability Assessment impacts to general site security posture.

g. Relocation of existing improvements on the Property, if any, must be at the Selectee's sole cost and expense and will be subject to the Government's consent and approval, which may be conditioned or denied.

h. The Selectee(s) must, 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. Such fence or boundary demarcation must not prevent DOE/NNSA from entering the Property in an emergency situation without prior notification to the Selectee(s).

i. Selectee(s) is responsible for preventing where possible, minimizing, and repairing soil erosion during the term of the Project. Further, Selectee must restore areas of erosion resulting from the construction and/or removal of improvements on the Property and the adjacent land impacted by the erosion.

j. Prior to the commencement of any construction, the Selectee(s) must deliver to the Government payment or decommissioning bond in amounts and subject to conditions deemed acceptable to the Government, as described in Section 3.2.d.

k. All uses and activities on the Property must comply with all applicable Federal, State and local laws, rules, regulations, and ordinances.

l. 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 Lease Agreement.
m. 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 adequate protection of the health and 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 at the DOE/NNSA Site.

3.4 ELIGIBLE OFFERORS AND PROJECT CONFIGURATION

This RFP is open to a range of entities, including but not limited to:

a. Private Sector Companies: Established companies with demonstrated experience in developing, financing, constructing, operating, and maintaining infrastructure projects, particularly those related to AI, data centers, energy generation, energy storage, and/or advanced computing facilities.
b. Data Center Operators and Developers: Companies with a proven track record in the design, build, and operation of large-scale data center facilities, with an understanding of the specific requirements for AI/compute-intensive workloads.
c. Energy Infrastructure Developers and Operators: Entities with expertise in developing and operating energy generation, transmission, and storage facilities, particularly those with experience in innovative and sustainable energy solutions.
d. Consortia and Partnerships: Collaborative teams comprised of multiple organizations that collectively possess the necessary expertise and capabilities across relevant domains such as data center operations, energy infrastructure, AI hardware/software, finance, and project development. Proposals developed by consortia/partnerships may potentially be better situated than individual companies to propose Projects that address the complex and multi-sector nature of this initiative. Consortia must clearly define the roles and responsibilities of each member in their proposal.

DOE/NNSA is seeking proposals for comprehensive AI data center and energy infrastructure projects. Offerors may propose projects within the following configurations:

a. Integrated AI Data Center and Energy Projects: Proposals that encompass both the AI data center facility and the associated energy infrastructure necessary to power it, beyond backup or emergency generation. These proposals are particularly encouraged to incorporate innovative energy generation and/or storage solutions, aligning with DOE/NNSA's commitment to reliable energy, and energy- and water-efficient operations. Offerors must include in their Project Plan a comprehensive strategy to meet their energy needs with energy additions, including new generation and infrastructure to deliver that generation to the AI data center.
b. Phased Integrated AI Data Center and Energy Projects: Similar to Configuration A but with an initial phase of a data center that comes on quickly to meet near-term commercial market compute needs followed by later phase(s) of data center and generation to power it. Offerors must articulate a

strategy for powering the AI data center facility in the initial phase, including investment in transmission and related infrastructure.

c. Energy Infrastructure Projects: Proposals focused specifically on developing innovative energy generation, transmission, or storage infrastructure. Such proposals are encouraged to demonstrate a link to and/or support for potential or planned AI infrastructure development, but it is not required.

Eligible Offerors are limited to those entities that are organized under the laws of the United States, its states, territories, or possessions; have majority domestic ownership and control; and have a physical place of business in the United States. All Eligible Offerors will be reviewed for risks of undue foreign influence prior to decision making by DOE/NNSA (see Section 3.4.3). As part of the review, DOE/NNSA may require that the Offeror(s) provide additional disclosures and information to inform the reviews. DOE/NNSA will not review offers made by foreign persons or organizations. Determinations by the DOE/NNSA that an entity is ineligible due to risk evaluations are unappealable.

3.4.1 Entity of Concern Prohibition

Prohibition

No Entity of Concern as defined in Section 10114 of Public Law 117-167 (42 USC 18912), may receive any grant, contract, cooperative agreement, or loan of $10 million or more in Department of Energy funds, including funds made available by the Consolidated Appropriations Act, 2024 (Public Law 118-42).

In addition, for all Departmental activities authorized under Public Law 117-167, no Entity of Concern (including an individual that owns or controls, is owned or controlled by, or is under common ownership or control with an Entity of Concern) may receive DOE funds or perform work under any authorized activity, subject to certain penalties. See Section 10114 of Public Law 117-167 (42 USC 18912) and Division D, Title III, Section 310 of Division D of the Consolidated Appropriations Act of 2024 (Pub. L. No. 118-42) for additional information.

By applying to this RFP, the Offeror is certifying that neither the Offeror nor any of the Project participants qualify as Entities of Concern.

Definitions

Entity of Concern is defined as in section 10114 of Public Law 117-167 (42 USC 18912), also known as the CHIPS and Science Act, as any entity, including a national, that is—

a. identified under section 1237(b) of the Strom Thurmond National Defense Authorization Act for Fiscal Year 1999 (50 U.S.C. 1701 note; Public Law 105–261);
b. identified under section 1260H of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (10 U.S.C. 113 note; Public Law 116– 283);
c. on the Entity List maintained by the Bureau of Industry and Security of the Department of Commerce and set forth in Supplement No. 4 to part 744 of title 15, Code of Federal Regulations;
d. included in the list required by section 9(b)(3) of the Uyghur Human Rights Policy Act of 2020 (Public Law 116–145; 134 Stat. 656); or

e. identified by the Secretary, in coordination with the Director of the Office of Intelligence and Counterintelligence and the applicable office that would provide, or is providing, covered support, as posing an unmanageable threat—
   i. to the national security of the United States; or
   ii. of theft or loss of United States intellectual property.

3.4.2 Transparency of Foreign Connections

Offerors must provide a transparency of foreign connections disclosure and certification as it relates to the proposed Project participants. Include a separate disclosure for the Offeror and each proposed participant.

Disclosure Format: For the convenience of the entity providing the disclosure and certification a template is available at Transparency of Foreign Connections | Department of Energy, however, the entity is not required to use this specific format. If another format is used, the signatory must include the same substantive information, a signature, date, and the certification statement provided at Transparency of Foreign Connections | Department of Energy.

Disclosure exceptions by entity type:

a. U.S. National Laboratories and domestic government entities are not required to respond to the Transparency of Foreign Connections disclosure.
b. Institutions of higher education are only required to respond to items with an asterisk symbol (*).
c. The applicability of disclosure requirements is determined by the entity type. Regardless of whether the applicant is exempt, the subrecipient(s) must provide these disclosures unless the subrecipient is also exempt.

Offerors, regardless of entity type, must provide complete responses for Project team members that are not U.S. National Laboratories, domestic government entities, or institutions of higher education.

Questions: Contact rtesinfo@hq.doe.gov

DOE/NNSA reserves the right to request additional or clarifying information based on the information submitted.

Prior to selection and during the life of the lease, if circumstances change which impact the accuracy of the disclosures (e.g., foreign ownership or control changes), the Offeror must submit updated disclosures to DOE/NNSA within fifteen (15) business days of learning of the changed circumstances.

3.4.3 Due Diligence Review for Research, Technology and Economic Security

All proposals submitted to DOE/NNSA are subject to a research, technology, and economic security (RTES) risk review to identify potential risks of undue foreign influence. As part of the review, DOE/NNSA may contact the Offeror and/or proposed Project team members for additional information to inform the review. This review is conducted separately from the technical merit review. Selected Projects are subject to ongoing RTES reviews

and monitoring during the life of the lease or easement. DOE/NNSA may share information regarding the risks identified as part of the RTES due diligence review process or monitoring with other Federal agencies.

In the event an RTES risk is identified, DOE/NNSA may require risk mitigation measures, including but not limited to, requiring that an individual or entity not participate in the Project. If significant risks are identified and cannot be sufficiently mitigated, DOE/NNSA may elect to eliminate the Offeror from consideration or terminate the lease or easement.

DOE/NNSA's decision regarding a due diligence review is not appealable.

3.5 INTEGRATION WITH DOE

3.5.1 INTEGRATION WITH LPO

The Loan Programs Office (LPO) provides attractive debt financing for high-impact, large-scale (e.g., $1 billion+, no maximum loan size) energy, energy infrastructure, and manufacturing projects in the United States. LPO's financing supports projects that meaningfully contribute to U.S. energy security, grid reliability, and lowering costs for all Americans.

LPO is able to provide loans and loan guarantees through several financing programs. Of particular relevance to this RFP, the Title 17 Energy Financing Program (Title 17) provides financing to support American energy deployment, through two primary vehicles:

- Innovative Energy and Innovative Supply Chain (Section 1703, 42 U.S.C. 16513). To qualify for Section 1703 financing, energy projects must involve either innovative technologies or be paired with investments from State Energy Financing Institutions (SEFI), which are entities established by a state, Indian Tribal entity, or Alaska Native Corporation to provide financing support or credit enhancements for eligible energy projects and to take steps to reduce financial barriers to the deployment of eligible energy projects.
- Energy Dominance Financing Program (EDF) (Section 1706, (42 U.S.C. 16517), recently expanded and revised by the One Big Beautiful Bill Act (OBBBA). To qualify for Section 1706 financing, a project must satisfy one of the following eligibility criteria: 1) retool, repower, repurpose, or replace energy infrastructure that has ceased operations, 2) enable operating energy infrastructure to increase capacity and output; or 3) support or enable the provision of known or forecastable electric supply at time intervals necessary to maintain or enhance grid reliability or other system adequacy needs.
- Examples of eligible project types that may qualify for LPO financing include: nuclear reactors, enhanced geothermal systems, investments into grid stability and reliability, and development of energy infrastructure to support AI and data center deployment. Across the supply chain, eligible project types may also include fabrication and nuclear component manufacturing. As revised by OBBBA, projects seeking financing through the 1706 EDF Program must receive a designated Conditional Commitment from LPO on or before September 30, 2028, or as such date for obtaining a 1706 Conditional Commitment is modified/revised/changed by applicable Federal law.

Loans can be direct loans from the Federal Financing Bank (FFB) backed by a 100 percent "full faith and credit" DOE guarantee with no minimum or maximum loan size and flexible structures. The loan amount may be up to 80 percent of eligible project costs and up to 30 years in repayment term. LPO debt must be senior secured or pari passu with other senior secured debt. LPO can consider lending unsecured to a wide array of borrowers including investment grade utilities that do not have the ability to issue secured debt. For additional details on LPO loans and loan guarantees, visit: Overview | Department of Energy

For details on LPO loan pricing, visit Pricing for LPO Financing by Program | Department of Energy.

LPO engages early with applicants and remains a partner for the lifetime of the loan through a six-step process, outlined as follows:

a. Pre-Application – LPO meets with the potential applicant to discuss project eligibility, application process, and applicant questions to help determine if the project is a good fit for LPO financing.

b. Application and Review – This step occurs in two parts. In Part I, LPO reviews the project to determine technical eligibility in accordance with the underlying statutes. In Part II LPO determines project viability and readiness to proceed into due diligence based on programmatic, technical, environmental and financial evaluations, including traditional underwriting of debt.

c. Due Diligence – If Part II is accepted, LPO and the applicant engage third-party advisors (paid for by applicants) and negotiate the proposed transaction structure and term sheet details.

d. Conditional Commitment – Following due diligence, finalization of a term sheet, receipt of required interagency and DOE approvals, and validation that the proposed transaction satisfies all statutory requirements, LPO offers a conditional commitment and term sheet to the applicant. The conditional commitment is contingent on the borrower satisfying certain conditions precedent and other requirements of the conditional commitment.

e. Financial Close – LPO and the applicant execute definitive financing documents, subject to additional conditions precedent to loan disbursements.

f. LPO Monitoring – LPO monitors the project and acts as a trusted partner for the life of the loan, acting in the best interest of the U.S. Government and taxpayers.

LPO Title 17 loans are subject to a "denial of double benefit" or "federal support restriction" which prohibits DOE from issuing loan guarantees to projects that are expected to benefit directly or indirectly from certain other forms of federal support [1]. Offerors intending to seek LPO financing must specify how they plan to successfully complete the project while remaining in compliance with the denial of double benefit rule. An applicant may face restrictions on their ability to secure a loan through LPO financing if they are also obtaining rights for the use of federal land at below fair market rates or relying on certain types of arrangements with federal agencies to support the project or obtain goods or services from the project. The federal support restriction comes into play in cases where the project is dependent upon future federal spending to ensure its viability and ability to repay a guaranteed loan.

[1] Inflation Reduction Act, Pub. L. No. 117-169, section 50141, 136 Stat. 1818, 2043 (2022)

See **Appendix H: Denial of Double Benefit** for more information about the applicable statutory requirements on "denial of double benefit."

LPO will work with applicants to understand how federal support restrictions might impact each potential project. DOE encourages potential applicants that may seek or anticipate federal support for a proposed project to arrange a pre-application consultation to better understand the potential impact to any loan guarantee issued under Title 17: Request a Pre-Application Consultation with LPO | Department of Energy. The LPO process will be subject to applicable rules and requirements, including but not limited to the National Environmental Policy Act (NEPA).

3.5.2 INTEGRATION WITH GDO

The Grid Deployment Office (GDO) serves to strengthen the reliability, resilience, and secure delivery of electricity essential to achieving American energy dominance. GDO catalyzes investments in critical transmission and generation infrastructure by providing funding and technical expertise to drive infrastructure investment and overcome longstanding barriers to transmission, generation, and grid resilience.

GDO offers several financial assistance programs that can accelerate speed to power for datacenters and other large electricity customers. GDO supports the rapid expansion of grid capacity to enable deployment of AI – from streamlining interconnection and permitting to advancing the development of large-scale generation, transmission, and grid modernization projects – through the following primary vehicles:

- **Transmission Facilitation Program (TFP)** administers funding to build out new interregional transmission lines across the country. TFP is a revolving fund program that aims to address the financial barriers in the development of large-scale transmission lines and upgrading existing transmission lines. Under the TFP, DOE is authorized to engage in three financing options with transmission developers:
    - Capacity contracts with eligible projects where DOE would serve as an "anchor customer" to buy up to 50% of planned line rating for up to 40 years and to sell the contract to recover costs.
    - Loans from DOE.
    - DOE participation in public-private partnerships within a national interest electric transmission corridor (NIETC) where such projects are necessary to accommodate increased electricity demand across multiple states or transmission planning regions.
- **Grid Resilience and Innovation Partnerships Program (GRIP)** administers funding to expand grid capacity and enhance grid flexibility. Funding through this program supports grid modernization, interregional transmission, and improvement in the resilience of the power system against extreme weather. GRIP accelerates the deployment of transformative projects that will help to ensure the reliability of the power sector's infrastructure.
- **AI for Interconnection (AI4IX)** administers funding to accelerate the interconnection process for new energy generation through the introduction of artificial intelligence techniques.
- **Coordinated Interagency Transmission Authorizations and Permits (CITAP) Program** streamlines the federal environmental review and permitting process for transmission infrastructure, establishing DOE as the lead agency to coordinate interagency environmental reviews and permitting processes, including coordination and consultation with tribes, state and local entities.

4.0 INSTRUCTIONS TO OFFEROR(S)

4.1 GENERAL

a. This RFP is not for an acquisition of goods, services, or facilities for DOE/NNSA consumption/use and as such, is not governed by the Federal Acquisition Regulation (FAR). This RFP supports a real estate transaction granting temporary use of DOE/NNSA controlled property. DOE/NNSA is opting to solicit responses to this RFP to inform a decision on granting one or more Lease Agreements on this Property, but DOE/NNSA 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 should this RFP or any agreement arising as a result of this RFP require or otherwise obligate the DOE/NNSA 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, Lease Agreement, or the Property.
c. Responses to comments and questions received in the Request for Information on Artificial Intelligence Infrastructure on DOE Lands were considered in development of this RFP. All information concerning this RFP, including generalized responses to questions from prospective Offerors, 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 RFP.
d. After the receipt, potential down-select, and evaluation of acceptable responses to this RFP, the Offeror(s) and the Government may negotiate the terms, conditions, agreements, plans, schedules, etc. to effectively implement the Offeror's proposed development, use, management, operation, decommissioning, and site restoration/remediation of the Property in a manner that is acceptable to the Government.
e. While the Government intends to enter into a Lease Agreement with one or more Offeror(s), it is under no obligation to do so and reserves the right to cancel this RFP and reject all submissions at its sole discretion. The Government reserves the right to suspend and/or amend all provisions of the RFP 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 RFP 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 RFP. 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 because of this RFP. This includes all activities related to negotiations with the Offeror(s).
g. Offeror(s) must be responsible, at its own expense, for all costs associated with its proposal, including but not limited to, preparation costs, legal consulting, engineering, permitting, and compliance with applicable laws and regulations. DOE/NNSA is not responsible for any costs associated with Offeror(s)' proposals.
h. This RFP may be amended by formal written amendment. If this RFP is amended, then all terms and conditions that are not amended remain unchanged.

i. The RFP proposal must contain the Offeror's best terms and be complete in accordance with this RFP. 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 negotiations after Offeror(s) submissions and prior to selection of Offeror(s). Any negotiations become part of the Offeror('s) submission and will be considered by the Government in making its Offeror(s) selection.
j. Offerors must comply with the DOE Mandatory Clauses attached as **Appendix C: Possible Mandatory Clauses** hereto and incorporated herein by this reference, if required based on the specific Project, terms, and conditions negotiated. Compliance with these clauses must be required during the term of the Lease Agreement.
k. Proposals that fail to furnish required information or that fail to fulfill any of the required terms and conditions of this RFP may be rejected by the Government. Any Offeror whose proposal is rejected for being incomplete will not be notified by the Government of the material deficiencies in its proposal. Proposals that are rejected will not be evaluated by the Government. Offerors will not be allowed the opportunity to amend their proposals, and no debriefing to offerors of rejected proposals will be provided.
l. Offerors must submit a signed cover letter as shown in **Appendix D: 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 must 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 Lease Agreement for the Property in response to this RFP. 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. Offerors must not include trade secrets or business-sensitive, proprietary, or otherwise confidential information in their proposals unless such information is necessary to convey an understanding of the proposed Project or to comply with a requirement in the response to the RFP. Offerors 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 DOE's FOIA regulations found at 10 C.F.R. 1004, and may be released publicly contingent on the FOIA exemptions identified in 5 U.S.C. § 552(b).
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 must be marked "non-confidential," with the information believed to be confidential deleted. The second copy must 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 in part (c) below. Failure to comply with these marking requirements may result in the disclosure of the unmarked information under FOIA or other applicable laws. The 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 non-public data that they do not want disclosed, must mark the title page with the following legend: "*Consistent with federal information disclosure statutes such at the Freedom of Information Act, 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*." Further, Offerors must provide markings on each page noting any instances of non-public data. Consistent with DOE's Freedom of Information Act Regulations at 10 CFR 1004, the final determination whether to release information must, after appropriate consultation with submitters, be DOE's.
d. If, however, a Lease Agreement will be signed with an Offeror as a result of or in connection with the submission of this data, the Government must have the right to duplicate, use, or disclose the data to the extent provided in the resulting Lease Agreement or as needed for environmental documentation or as required under FOIA. Offerors must 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 must submit proposals in response to this RFP via e-mail directly to NNSA_AI_Infrastructure@srs.gov (*NNSA_AI_Infrastructure@srs.gov*) no later than **5:00 pm (17:00) Eastern Time on December 05, 2025** (the "Proposal Due Date"). The subject of the email should be: *AI Infrastructure RFP Response*.
b. Submitted proposals must be written in the English language and correspond with the Sections, Factors, and Subfactors listed in Table 1 and as further described in Section 4.4. Proposals are limited to 100 total pages (8.5 x 11-inch page with margins no less than one inch on all sides and standard 12-point font) using Microsoft Word and/or Adobe Systems Portable Document Format (PDF). Page numbers must be included in the footer of every page. Pages exceeding the above limit will not be accepted, reviewed, or evaluated. Financial documents and statements as well as completed past performance forms, **Appendix E: Past Performance Reference Information Form**, do not count towards the total page limit.
c. Offerors must be aware and consider within their proposal that the selection process may also consider program policy factors, as addressed in Section 5, in determining which proposal(s) to select for subsequent negotiations. Offerors must include specific information regarding which, if any, of the program policy factors their proposal fulfills for consideration by the Government.

4.4 FACTORS FOR CONSIDERATION

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

4.4.1 Project Description

Proposals must include a project narrative that describes a high-level overview of the proposed Project. The project narrative must include the type of project being pursued, the team's rationale for pursuing the Project, the specific tract(s) or portions of tracts being pursued, as well as a description of the proposed facility's conceptual layout including a line drawing of the proposed site indicating the approximate location of each proposed site improvement, and acreage within the tract of land offered by the DOE/NNSA site. If the Project is a Phased Integrated AI Data Center and Energy Project, the project narrative must describe Offeror(s)' approach to each phase.

The proposal must provide a description of the energy generation technology being pursued and the planned technology vendor. Offeror(s) must include the current nature of the relationship between the Offeror(s) and the energy generation technology vendor (if the Offeror is not the proposed energy generation technology vendor), as well as an up-to-date status of the commercial availability for the pursued energy generation technology by that vendor (e.g. commercially available, first-of-a-kind deployment, final design, preliminary design, etc.). If an energy generation technology or vendor has not yet been selected for the Project, the Offeror must describe the proposed process and timeline for the selection of the energy generation technology and vendor.

4.4.2 Project Plan

Offerors must provide a description of the proposed plan for executing the Project, including a description of the following elements.

a. Project Approach: A description of the planned approach for executing the proposed Project, to include the total anticipated project cost. Offerors must include a description of the resources anticipated for the conduct of the Project and which resources and materials will be sourced domestically or abroad. Offerors must identify any anticipated shortcoming within the anticipated supply chain for the Project which could delay their deployment.
b. Schedule: A notional execution schedule must be included, showing sufficient maturity and resilience for a major construction project at an initial phase of development. The proposed schedule must include the anticipated durations for the (1) development, (2) construction, and (3) initial operations periods for the Project, for both the AI data center and energy generation infrastructure proposed, as appropriate. DOE/NNSA expects that Offeror(s) will demonstrate an aggressive, yet achievable, timeline to successfully deploy the proposed projects, with the anticipated timeframes for the AI data center including six to 18 months for development, one to two years for construction, and 10 or more years for operations, and the anticipated timeframes for the energy generation infrastructure being in alignment with the commercial best practices for the technology proposed. For Integrated AI Data Center and Energy Projects, Offeror(s) must demonstrate that the energy generation infrastructure will be available concurrently with commencement of operations of the AI data center. For Phased Integrated AI Data Center and Energy Projects, Offeror(s) must articulate a viable and robust strategy for powering the data center facility in the initial phases.
c. Milestones: The Offeror must include a list of key milestones for the proposed Project, which could be used to track the progress of the Project. If the Offeror has any gating criteria that need to be achieved prior to progressing beyond a certain point in the Project, these must be described.

d. Construction Plan: The Offeror must provide a description of each step of the proposed Project construction process. Elements of the Construction Plan could include: fully sourced or cited material and energy balance, including system simulation for processes, using industry standard software; unique equipment requirements; rights or licenses necessary to use processes proposed and acquisition status; project cost analysis including analysis based on minimum design specifications coupled to process flow diagrams and cost estimates; project management plan and use of tools, such as Gantt charts, Monte-Carlo and other variance analysis, resource-based scheduling, or other methods to assess and track progress; and contingency plans to address cost overruns and schedule slippage.
e. Regulatory Approvals/Licensing Strategy: The Offeror must describe the Project's approach to acquiring all necessary federal, state, and local permits for the Project, to include assisting DOE/NNSA with meeting NEPA and NHPA requirements, as well as any licensing required for the proposed energy generation technology. Offerors pursuing the deployment of a nuclear reactor may pursue licensing either through DOE authorization or the Nuclear Regulatory Commission (NRC), depending on the Project's specifics. The proposal must explicitly state which licensing authority the Offeror intends to utilize for regulatory approval of the nuclear reactor and why. To the extent applicable, Offerors must also describe their approach to filing with the Committee on Foreign Investment in the United States (CFIUS) if the Project, or any part of the Project or transaction related to the Project, could be subject to CFIUS jurisdiction as described in 31 CFR Parts 800 and 31 CFR 802. Offerors must explain the status of any relevant existing or planned CFIUS filing to include timelines and outcomes, as applicable.
f. Security Plan: Offeror(s) are required to submit a proposed Security Plan to mitigate potential cyber, physical, supply chain, and other security risks associated with the Project. As part of the Government's evaluation of Proposals, DOE/NNSA may contact the Offeror and/or proposed Project team members for additional information about the proposed Security Plan. The Government anticipates working with Selectees after selections are made to refine the proposed Security Plan. The Government anticipates that the final Security Plan will be tailored to both the scope of activities proposed by Offeror and the security needs of the site, based on existing standards. Selected Projects are subject to ongoing security reviews and monitoring during the life of the lease or easement. In the event a security risk is identified, DOE/NNSA may require additional risk mitigation measures, potentially to include amending the Security Plan. If significant risks are identified and cannot be sufficiently mitigated, DOE/NNSA may elect to eliminate the Offeror from consideration or terminate the lease or easement.
g. Power and Compute Efficiency: For proposals that include AI data center infrastructure, the Offeror must describe its approach to process maximal AI inference and/or training workloads for the proposed cooling and power load, discussing any relevant compute technologies and hardware or software innovations it plans to deploy. The project plan must describe how it intends to achieve efficient power delivery and responsive power control at the rack, server, and chip level, and it must address how power management impacts the resultant cooling needs of AI infrastructure. The project plan must describe frequency of updates for power and compute equipment. The project plan must describe a waste heat use/reuse plan, if applicable, including identifying any end users or partners.
h. Energy Reliability: The Offeror must include a detailed plan for ensuring the continuous energy generation and backup power for the duration of the Project. This plan must specify the sources of energy, redundancy measures, and contingency protocols to maintain uninterrupted operations. The proposal must clearly articulate the proposed approach to acquire all necessary power and any

potential upgrades to site electrical infrastructure until new generation is put into operation. For nuclear energy generation, the project plan must include the requirements for and source of the nuclear fuel, and a summary of the facility nuclear material control and accountability plan.

i. Utilities: The project plan must detail all utilities essential for successful execution, including but not limited to domestic water, sanitary sewer, electrical power, and telecommunications. Offerors will specify whether they intend to connect to existing site utility infrastructure, such as the site's domestic water or sanitary sewer systems, or if alternative provisions, like portable water sources or independent waste management, will be necessary. The plan will outline the proposed methods for securing each required utility, including any necessary permits, connections, potential utility improvements or service agreements, and will address coordination efforts with site management to ensure timely and compliant utility access.

j. Interconnection: In the event the proposed Project requires a connection to the grid, the Offeror must describe its proposed approach to do so. This must include the Project's plan for obtaining the necessary approvals and meeting any regulatory requirements for the interconnection, as well as the infrastructure improvements required to make the interconnection, if needed. Offeror(s) must include any interconnection pre-application information obtained from the utility. This could include but may not be limited to a conceptual design for obtaining the required power from the available capacity at nearby substations or distribution/transmission lines, general feasibility, and any anticipated system upgrades.

k. Grid Integration and Capital Efficiency: Offeror(s) are encouraged to consider the use of technologies and operational strategies that result in flexible electricity consumption of the AI data center in order to provide services to the local electricity grid (e.g. emergency demand reduction), make efficient use of existing or new electricity generation and distribution equipment, and minimize the broader impacts of the AI data center on local electricity costs. Additionally, if curtailment is required or agreed upon pursuant to local regulations or the utility interconnection agreement, a description of how that curtailment will be achieved must be included.

l. Subscription and Offtake Agreements: Offeror(s) must include a description of how the proposed AI data center and energy generation infrastructure will be used and by whom, and the length of subscription/offtake compared to the anticipated lifetime for the AI data center and energy generation infrastructure. If the anticipated subscription/offtake for the energy generation infrastructure does not match the expected output either at initial operation or during anytime in the lifetime, a plan must be included on how new subscription/offtake will be obtained or an explanation be provided as to why the lack of subscription/offtake will not significantly affect the economics of the Project over its lifetime. Additionally, the applicant must provide a mitigation plan if a planned off-taker leaves the Project.

m. Water Efficiency: The Offeror must describe how it will incorporate water efficiency measures into each stage of the Project, including for the proposed cooling system, IT equipment, and any energy infrastructure. The project plan must acknowledge any identified limits on water availability at the site and describe its plans for achieving Project goals while adhering to those limits. The project plan must consider average annual water availability, address Project viability during periods of drought, and assess water efficiency based on both site and source (including water consumption in the production of electricity on or offsite) consumption.

n. Community Impact: The Offeror must describe its planned local outreach and engagement around the potential deployment of the AI data center and energy generation infrastructure on the DOE/NNSA

Site, to obtain any indications of local sentiment and to assess what risks to the Project execution will need to be managed. Offerors must describe how their proposal and/or teaming arrangements provide meaningful and/or substantial involvement of and/or benefits to one or more of these areas.

o. Workforce Plan: The Offeror must describe its proposed plans for conducting a workforce needs assessment of the local workforce conditions and availability; identifying local education, workforce development, community-based, and labor entities that have the ability to recruit, train, and/or support the necessary workforce efforts for each phase of the project plan (see **Appendix G: Workforce Considerations** for list of potential workforce considerations); and estimating the number of temporary and permanent jobs created from the Project (e.g. constructions, operations). DOE encourages Offeror to partner with State Workforce Agencies to conduct a gap analysis to identify the local labor supply needed to meet the labor demands.

p. Mitigation: The Offeror must describe its proposed approach to mitigating adverse impacts resulting from the construction, operation, and decommissioning of the Project (see **Appendix F: Potential Adverse Impacts**) for a list of potential adverse impacts). The Offeror's approach to addressing adverse impacts must be clearly identified in the proposal as a "Mitigation Plan" and describe how the Offeror proposes to sequentially apply an avoid, mitigate, compensate framework to each identified adverse impact including plans for management and disposition of all waste generated at the site. For nuclear energy generation, include management of spent nuclear fuel and other radiological waste generated at the site.

q. Risk Management: The Offeror must include a description of the team's proposed approach to identify, analyze, track, and respond to perceived or realized risks associated with the proposed Project. Project risk events are uncertain future events that, if realized, could impact the success of the Project. At a minimum, include the initial identification of significant technical, management, Project acceptance or opposition, workforce availability, and other resource issues that have the potential to impede Project progress and strategies to minimize impacts from those issues.

4.4.3 Return to the Government

a. Offerors must document their proposed consideration to be provided to the Government in exchange for the Lease Agreement interest in the Property. The proposed consideration will address the objectives set forth in Section 1.0.i and will be primarily in the form of cash consideration. Consideration must be specified for the three Project periods: development, construction, and initial operation. The proposed consideration must be substantiated with relevant empirical and quantitative data and analysis to include:
    i. Current real estate market conditions for similarly situated property
    ii. Estimate of the Fair Market Value of the Property
    iii. Documentation for all relevant facts and circumstances that may influence the proposed consideration.

b. Offerors may discuss the possibility and implications of entering into a future data or power services agreement with DOE/NNSA/Providing computational resources to DOE/NNSA or DOE/NNSA-affiliated researchers/Other relevant collaboration model directly. Any such agreements will be separately completed and contracted separately from any realty agreements entered pursuant to this RFP. **However, the proposed Project for this RFP must be viable without any direct data services**

agreement/resource sharing agreement/financial contribution by DOE/NNSA or any direct financial contribution from DOE/NNSA.

c. Should an Offeror plan to pursue LPO financing for any portion of the Project, the Offeror must identify how the proposed consideration above complies with LPO's denial of double benefit rule.

4.4.4 Organizational Structure and Experience

a. The Offeror(s) must provide a narrative detailing its corporate organizational structure, including legal form of ownership and management. Within the project team, the Offeror must describe the key individual personnel with responsibility for implementing the Project, to include roles and responsibilities, expertise, and percentage time commitment. If the Offeror is teaming with one or more business organizations for any portion of the Project, then it must 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. The role each team member had in the completion of projects presented as evidence of capability for Section 4.4.4.b.
   iv. Legal form of ownership and management of each team member.
   v. (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, for both the AI data center and energy generation infrastructure aspects of the Project, as applicable. Identify the key management personnel and legal counsel designated and authorized to represent the Offeror in all negotiations with the Government, and throughout the transaction execution and financial closing process.
   vi. The governance structure between the team members, to include any mechanisms or provisions that exist within the team structure or agreements to ensure successful deployment should there be changes in team composition, such as a team member leaving or a new team member joining, or if a significant change in an offtake agreement must occur.

b. Utilizing the **Appendix E** provide requested information of the most recent and relevant work completed or in progress by the Offeror of projects that are like 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 100 - page proposal limit, as described in Section 4.3.b). If the AI data center or energy generation infrastructure technology or deployment model has not been demonstrated previously, on a wide-spread basis, then the work presented to satisfy this requirement must support the Offeror's ability to manage and execute projects of comparable size, scope, and complexity. The submittal must provide details explaining the financing, design, construction, management, and operation of those projects and specifically state how the Offeror accomplished them directly. If they were accomplished by another party, list the name of the other party. The submittal must also include information describing the location, cost, project capacity, schedule, safety performance, and any relevant offtake or service 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 similar in scope, magnitude and complexity to the Offeror's proposed Project, including experience in data center development, large-

scale infrastructure, energy infrastructure, state environmental regulations / policies or Federal NEPA and other permitting processes, projects on government-controlled land, etc.

c. Offerors must include an email and telephone number for a relevant point of contact from the customer for each project submitted. The point of contact must be able to provide specifics on requirements and performance of the most recent and relevant work submitted as referenced in this section.

4.4.5 Financial Capability

a. The Offeror(s) must demonstrate a clear and credible financial strategy for the proposed Project, encompassing all phases from initial development through decommissioning. This strategy must address securing necessary capital, managing financial risks, and ensuring long-term financial sustainability of the AI data center and energy generation infrastructure facilities, as applicable. The strategy must include the anticipated sources of funding and a breakdown of debt and equity levels at each Project phase (i.e. design, licensing, construction, and operation), as well as address how cost-overruns will be managed within the Project, should they occur. The Offeror must include a proposed capitalization table showing the existing and proposed legal entities involved in the ownership, funding, and development of the Project and the anticipated capital commitments from each. Capital commitments must detail the timing, amount of funding, and any conditions associated with capital injections.
b. The Offeror(s) must discuss the anticipated economic competitiveness of the energy (electricity and/or steam) to be produced by the Project and how this compares to the anticipated price range for energy in the region(s) surrounding the DOE/NNSA Site. If the technology selected for the energy generation infrastructure provides additional attributes that may not be reflected in its anticipated price point, the attributes relevant to the Project must be discussed.
c. The Government may require Offeror(s) to 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, the Offeror may provide information on the alternative and explain how it better protects the Government's interests versus a surety bond.
d. The Offeror(s) must provide evidence of sufficient funds or financing to support the proposed Lease Agreement and Project, including permitting, engineering, design, construction, and operation and maintenance of the Project throughout the proposed term of the Lease Agreement. This could include, but is not limited to, a corporate parent guarantee, letter of credit facility or similar documentation.
e. The Offeror(s) must 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.
f. If any financial statements or submitted information note any litigation, disputes, claims, Unified Commercial Code (UCC) filings or similar circumstances, the Offeror(s) must provide the status of each matter in full detail.

5.0 BASIS OF OFFEROR SELECTION

5.1 SELECTION PROCESS

a. Factors 1, 2, 3, 4, and 5, as identified in Sections 4.4.1 through 4.4.5, will be assigned adjectival evaluation ratings (Unacceptable, Marginal, Acceptable, Good, Outstanding). The Government will rank and select the proposed Projects that provide the combined highest performance expectations and confidence to the Government based upon an integrated and cumulative assessment of all the factors, as listed in Table 1 of Section 4 above: Factor 1 (Project Description), Factor 2 (Project Plan), Factor 3 (Return to the Government), Factor 4 (Organizational Structure and Experience), and Factor 5 (Financial Capability).
b. The Government may also consider the following program policy factors in determining which proposal(s) to select for subsequent negotiations:
    i. The degree to which the proposed Project supports the joint deployment of AI data center and energy generation infrastructure or energy infrastructure projects that have a clear demand for offtake.
    ii. The degree to which the proposed Project represents a desired geographic distribution of awarded Projects.
    iii. The degree to which the proposed Project plans to use domestic entities or component and/or services from the domestic supply chain, to complete the Project.
    iv. The degree to which the proposed Project supports the Site's mission(s) by increasing the resilience of the site to unplanned power outages and demand spikes.
    v. The degree to which the proposed Project supports the Site's mission(s) by supplementing current and future information technology infrastructure needs.
c. Offerors are cautioned that the Government may decide to conduct a "down-select" at any time during the evaluation process. The Government may or may not notify Offerors that a "down-select" has occurred. The decision to eliminate, or not to eliminate, an Offeror through this procedure will not constitute entering into negotiations with a given Offeror, and it will not obligate DOE/NNSA to conduct discussions or to solicit or entertain proposal revisions.

5.1.1 Project Description

The Government will evaluate the Offeror's submitted Project Description, the anticipated addition in capability or capacity for AI data center or energy generation (as applicable), the technologies proposed, and the land area requested. The technical and conceptual narrative and submitted information will be evaluated for clarity, feasibility, and compliance with the requirements of this RFP, the Lease Agreement Objectives listed in Section 1, the General Lease 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 Lease Agreement process, probability of realizing Project expectations, and compliance with the enabling statute and applicable laws. Additional consideration will be given to Projects that demonstrate understanding of the interdependencies of computing, cooling, and power delivery/control technologies and propose a holistic approach to deploy sets of complementary technologies that minimize time-to-market while maximizing power generation and computing power for the given land area.

5.1.2 Project Plan

a. The Government will evaluate the Offeror's submitted narrative describing their plan for the development, construction, interconnection (transmission), operation, and decommissioning for the proposed Project, inclusive of descriptions and plans for real estate agreements; interconnection; transmission asset availability and Rights of Way required; regulatory compliance (e.g., NEPA and National Historic Preservation Act (NHPA), CFIUS); permitting and licensing; milestone schedule; site improvements; utilities; environmental protection and mitigation; energy, water, and compute efficiency; AI workload performance; holistic consideration of compute, cooling, and power delivery/control technologies; use/reuse of waste heat; property management; operations and maintenance; offtake; risk management; workforce planning, training, and safety; emergency services; and security. The submitted narrative and information will be evaluated for completeness, reasonableness, understanding of the Lease Agreement objectives, clarity, feasibility, and compliance with the requirements of this RFP, and will be evaluated for compatibility with mission operations and potential risks, and the Government's assessment of best use of the Property, also considering Project impact(s) on the local environment and natural resources, 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 Lease Agreement execution, and Project completion.
c. The Government will evaluate the Offeror's plan for obtaining infrastructure such as cooling water, drinking water, sanitary sewer, etc.
d. The Government will evaluate the Offeror's recommended agreements and business arrangements with non-Government stakeholders, e.g., development partners, utility companies, financiers, computing services customers and power off-takers, etc. to assess the level of confidence in achieving a timely Project completion.
e. 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.
f. The Government will evaluate the Offeror's approach and sequencing of critical project activities to mitigate safety and security risks, as well as minimizing the time-to-market for computing services and/or power generation.
g. 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.
h. The Government will evaluate the Offeror's proposed plan for managing waste generated at the site.
i. For proposals with nuclear power generation, the Government will evaluate the Offeror's requirements and sourcing plan to nuclear fuel, facility nuclear material control and accountability plan, and their plan for managing all waste from the facility including spent nuclear fuel and other radiological waste.

5.1.3 Return to the Government

The Government will evaluate the Offeror's proposed rental consideration for the three Lease Agreement periods: development, construction, and operations, as well as the feasibility of the consideration should the Offeror intend to acquire financing from LPO. The Government will also evaluate the reasonableness of the supporting market analysis provided.

5.1.4 Organizational Structure and Experience

a. The Government will evaluate the Offeror's proposed project team (to include its management and key personnel), organization, and qualifications to develop, construct, and operate a successful, long-term Project, including a mutually beneficial relationship with the Government within the constraints and requirements of the RFP. The Government will review the submitted recent and relevant projects for similarity to Offeror's proposed plan and Lease 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 high-performance AI data center and/or energy generation infrastructure in general and more specifically delivering these facility(ies) within the framework of CERCLA, a Federal Facility Agreement for environmental regulation and a regulated monopoly structure for electric utilities. The Government will also evaluate whether Offeror's submitted response demonstrates an understanding and willingness to comply with security requirements necessary for development on DOE/NNSA sites. Additional consideration will be given to Offerors with experience gained from similar and relevant projects completed at Federal sites operating under concurrent or proprietary jurisdiction within the host state.

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 advantageous financial attributes, to include committed financing or an advanced stage of capital raising.

5.2 EVALUATION RATINGS

a. Factors 1, 2, 3, 4, and 5, as identified in Sections 4.4.1 through 4.4.5 will be assigned adjectival evaluation ratings (Unacceptable, Marginal, Acceptable, Good, Outstanding).
b. Offerors are encouraged to be innovative and to make proposals they believe will exceed the requirements of this RFP.
c. The Government will evaluate Offeror's responses to each Factor for Consideration explained in Section 4.4 above to determine whether said response meets or exceeds the RFP requirements and to assign ratings to the Offeror's response to each of these Factors for Consideration as explained in Section 5.1 above.
d. The Government will evaluate risk by assessing the likelihood that the Offeror will be able to satisfy the requirements of this RFP or will be able to carry out its Lease Agreement and 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 RFP or carry out its Project as proposed.

e. The Government reserves the right to down-select and exclude any Offeror receiving a Marginal or Unacceptable rating in any one factor from consideration in the Offeror determination.

6.0 NEGOTIATIONS

6.1 STRATEGY

a. Lease 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 capable Offeror(s). The Government desires to complete negotiations with the capable Offeror(s) within 45 days of the written notice (the "Negotiation 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 Offeror at least one business day prior to expiration of the Negotiation Period. During the Negotiation Period, the Offeror(s) will work in good faith with the Government to negotiate terms and conditions of the Lease Agreement and any other agreements and documents that may be necessary or required for executing the Lease Agreement with the Offeror(s).
b. Upon commencement of the Negotiation Period, the Government will provide a form non-binding term sheet for the Offeror(s) to complete consistent with and reflecting the response it submitted to this RFP. This non-binding term sheet will be negotiated and, if mutually agreed to, it must be executed by the Offeror(s) and the Government and used to guide negotiations of the Lease 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 Offeror(s). Upon the expiration of the Negotiation Period, negotiations with the Offeror(s) shall automatically terminate without any further action required by the Government and the Government may cancel the RFP.

6.2 LEGAL DOCUMENTATION

a. To execute the Project, certain legal agreements and transaction documents will be necessary or required. The Offeror must 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 Lease 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 Lease Agreement.

Appendix A: Depiction of the Property and Encumbrances

A .kml file showing the location of all 10 sites is available in the RFP listing on SAM.gov.

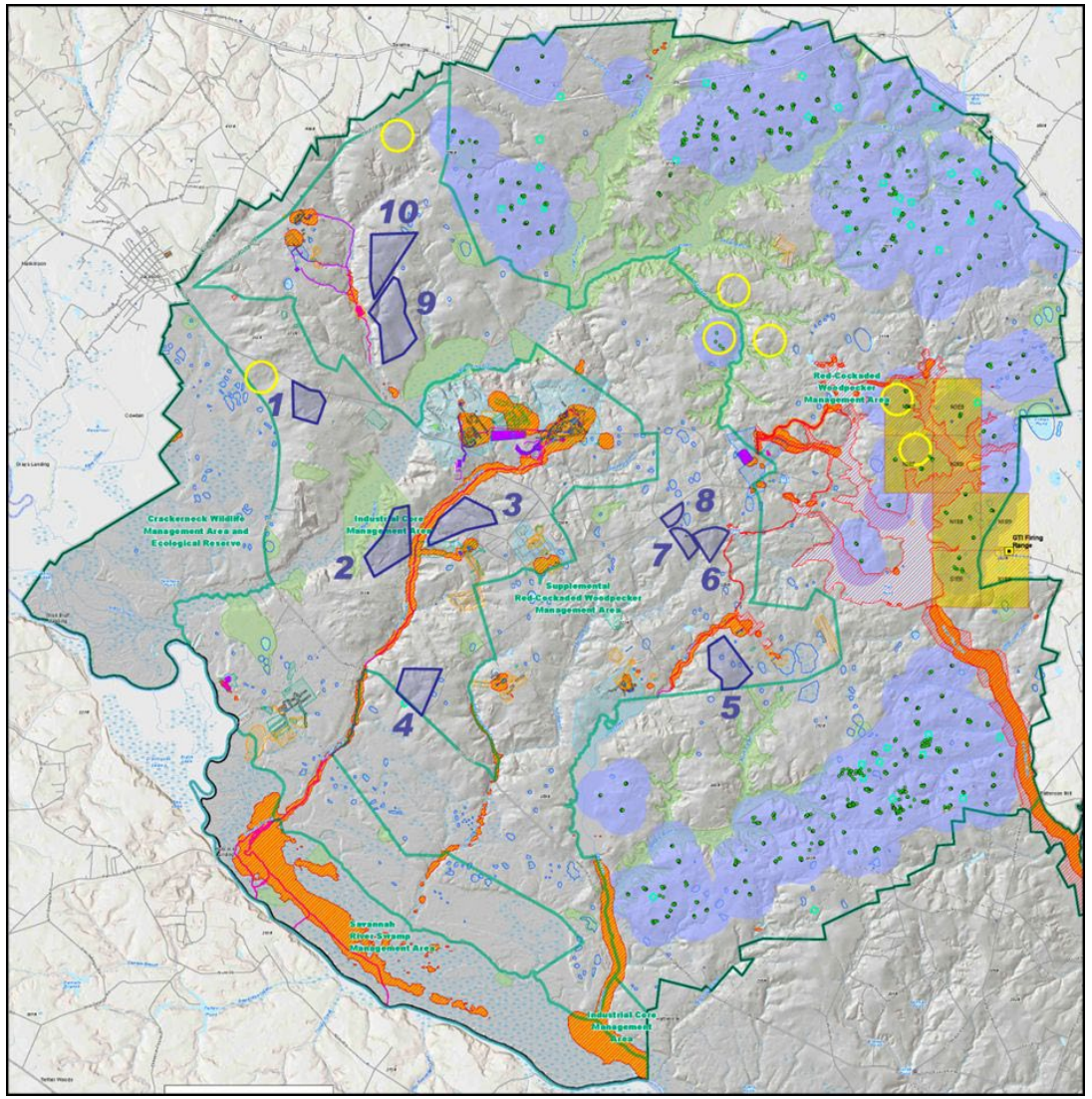
Appendix A: Depiction of the Property and Existing Encumbrances (Revision 2)

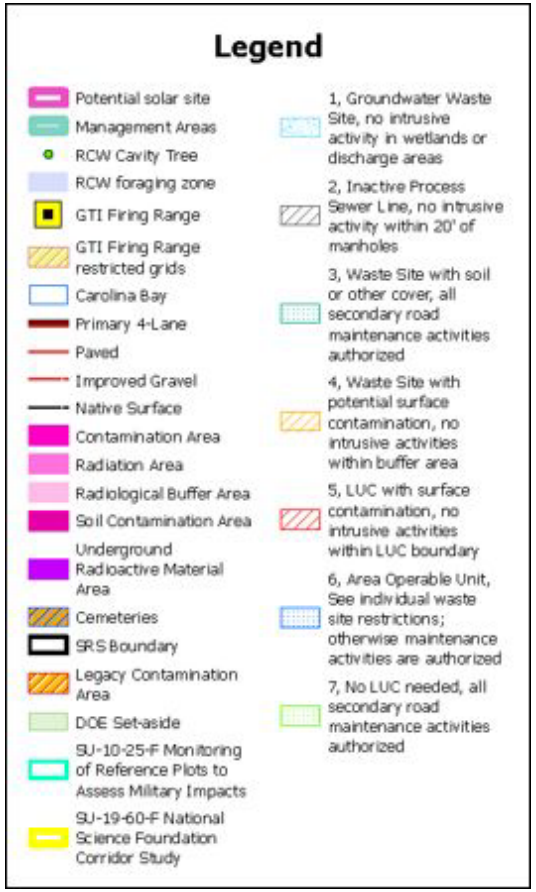
AI Data Centers with Onsite Power Generation

Text Revisions shown in Blue Font

Summary of Potentially Available Land

- NNSA has identified 10 tracts of land that may be capable of supporting a data center and/or power generation only
- The total land area identified is 3,103 acres
- Tract size ranges from 81 acres (Site 8) to 570 acres (Site 9)
- Offerors may propose to lease all of a tract or only a portion of a tract
- Offerors may propose to lease all or a portion of multiple tracts
- NNSA does not anticipate leasing more than about 15% of the total acreage (i.e., 450± acres) as a result of this RFP

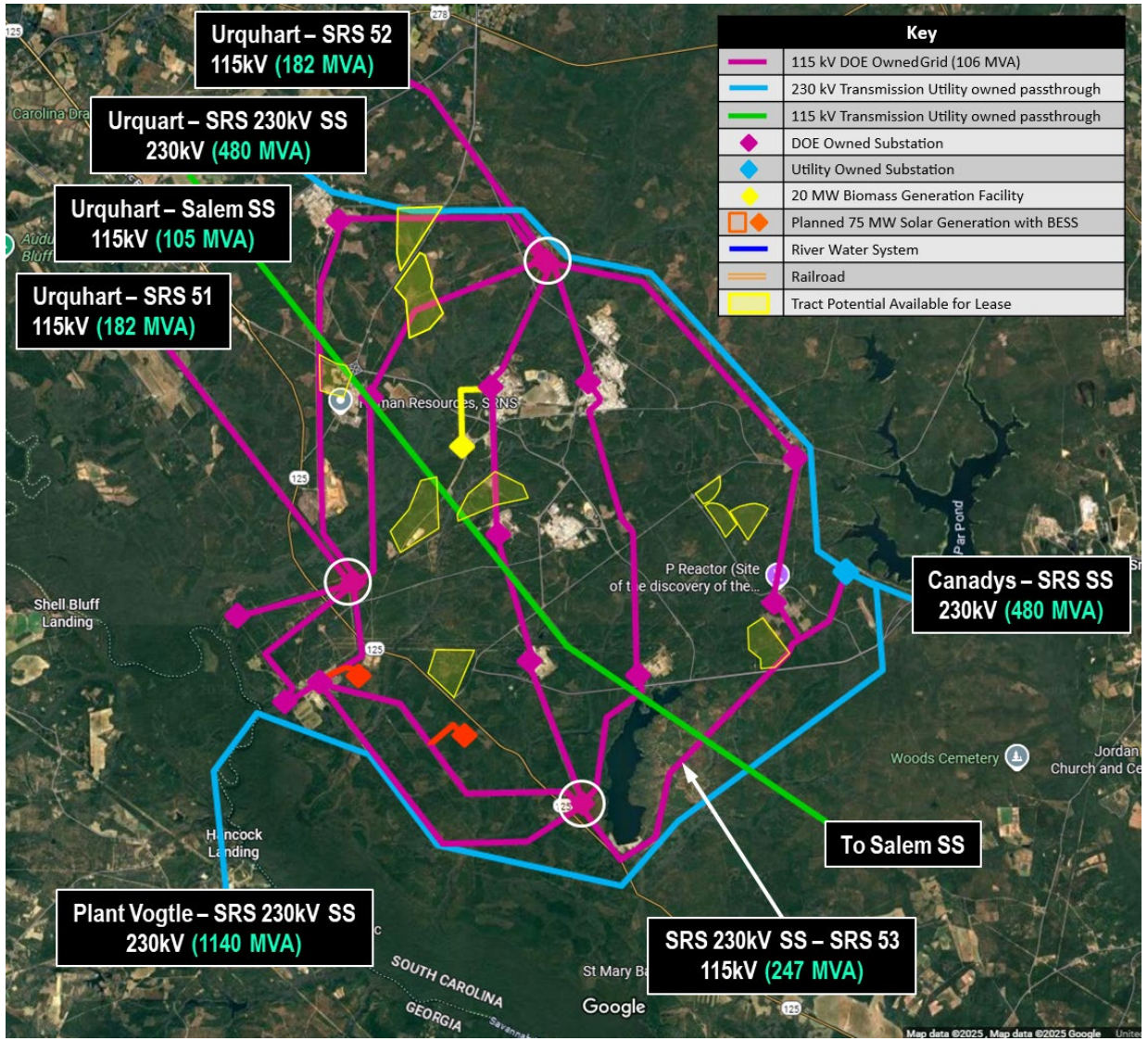




Peace Through Atomic Strength

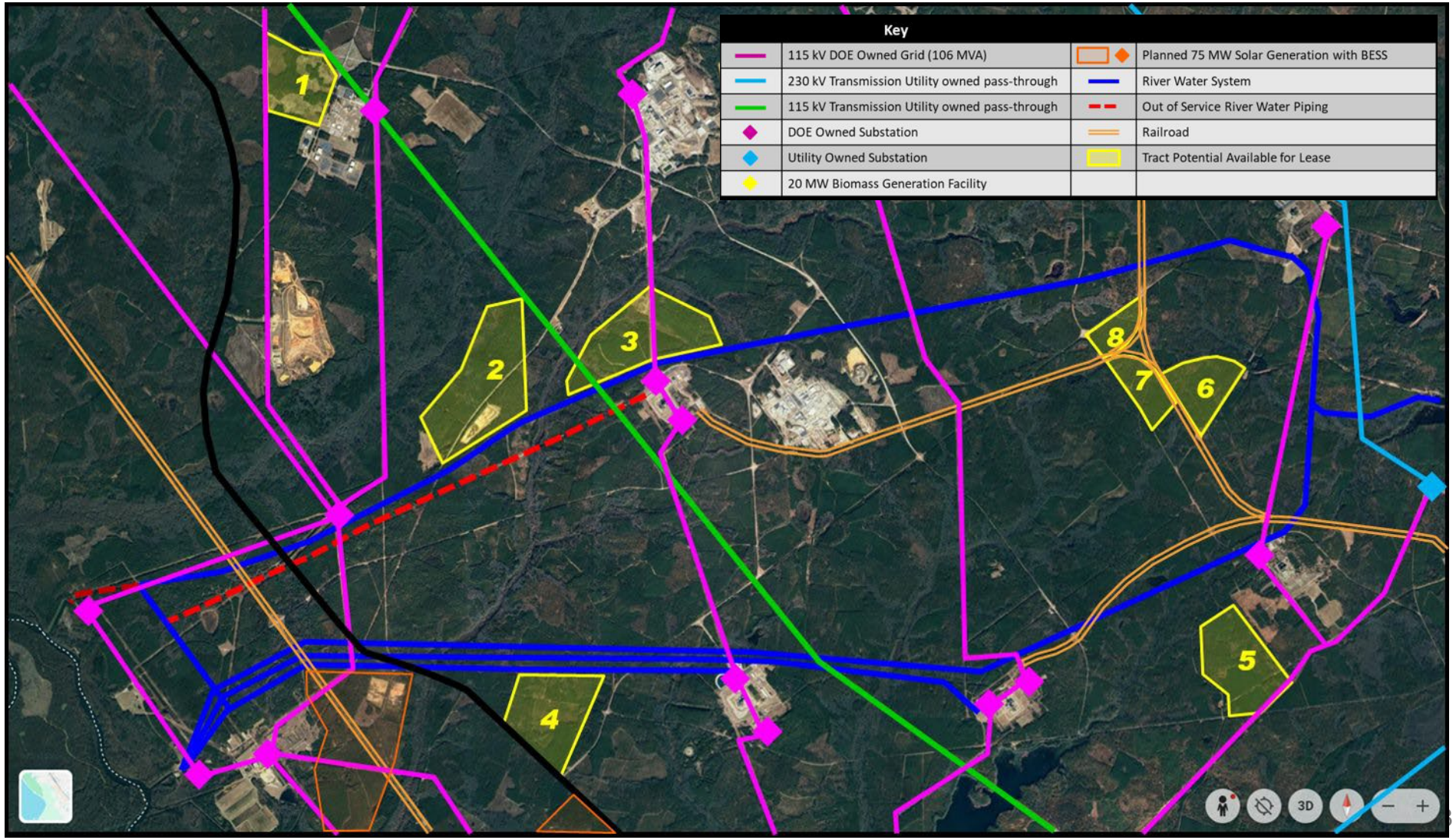
SRS Power Grid

- ★ The DOE owned SRS transmission and distribution grid is powered by three 115 kV lines
  - Two originate at the Dominion Energy Urquhart Combined Cycle Plant
  - One originates at the utility owned substation located within the SRS boundary on the 230 kV line passing through the site
  - Line capacities shown in aqua font in picture to the right
- ★ One utility owned 115 kV line between Urquhart and Fairfax passes through the site
- ★ A 20 MW DOE owned biomass combined cycle plant will operate at least through 2031 and produces between 70,000 MWh and 95,000 MWh annually
- ★ Two commercially owned 75 MW solar power generation facilities with BESS are in development and will be located on land leased from DOE
  - Commercial operations scheduled for late 2029
  - 25-year lease with two 5-year options begins upon start of commercial operations
  - Each site should produce ~125,000 MWh annually



River Water System

- ★ One Operational Pumphouse remaining is located on the Savannah River (Circa 1953)
  - Two – 7,500 gpm pumps (normally 1 in operation)
  - Four – 32,000 gpm pumps available
  - ~ 43 miles of underground piping remains in service
  - Piping size ranges from 54” to 84” diameter
  - 6” thick concrete with steel reinforcement
  - Maximum system pressure at the pumphouse is 180 psig
  - Minimum system pressure at the pumphouse is 160 psig
- ★ SCDES Withdrawal Permit
  - Allows withdrawal of approximately 250,000 GPM from each of the two existing pumphouses and 75,000 GPM from a third location
  - SRS currently withdraws ~7,500 GPM from one pumphouse.
  - Second pumphouse is non-operational and will require refurbishment
  - ~~Permit requires return of a large percentage of the water to the river~~



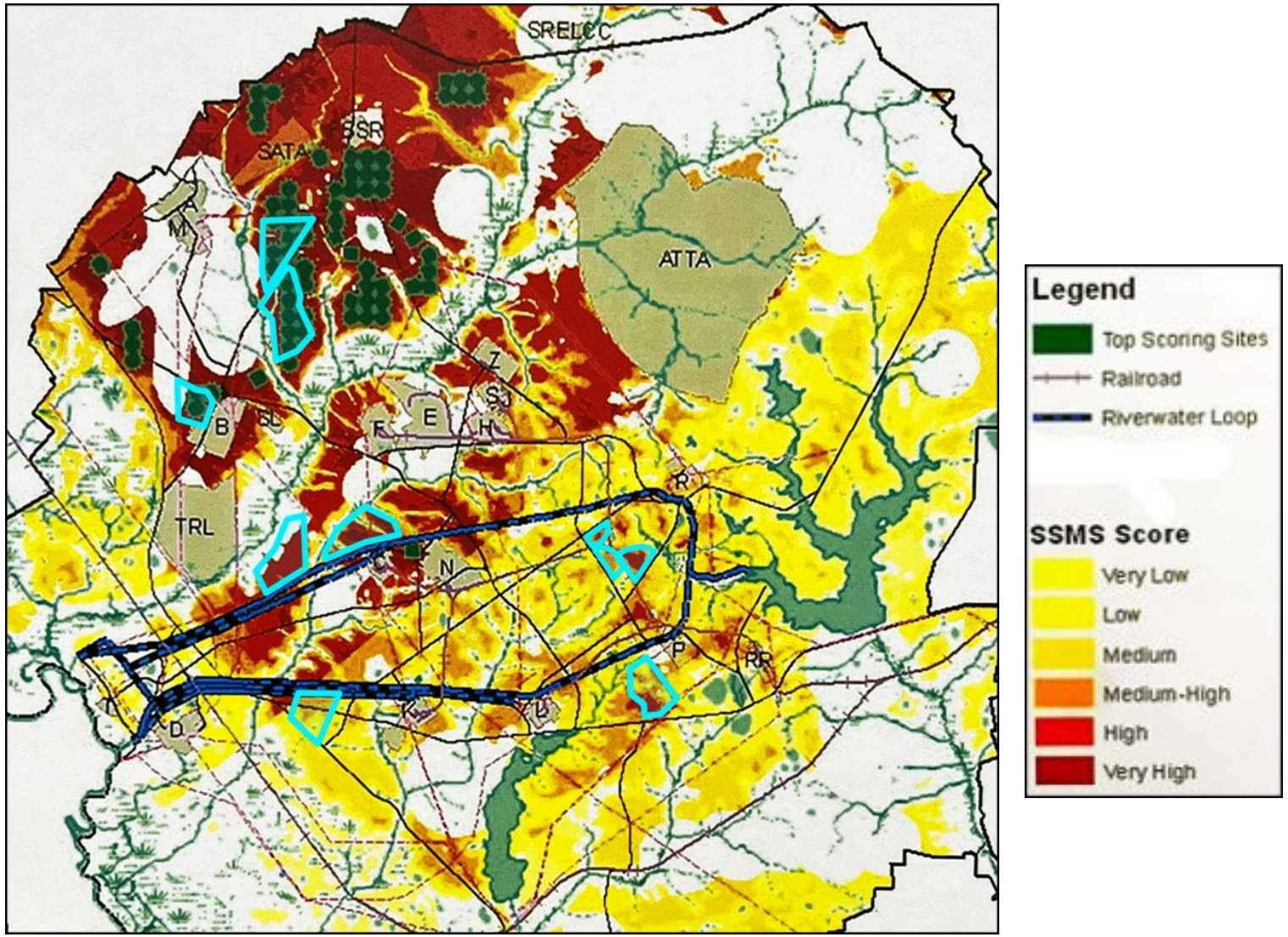
Peace Through Atomic Strength

U.S. DEPARTMENT of ENERGY

National Nuclear Security Administration

SMR Siting Analysis – Savannah River National Lab

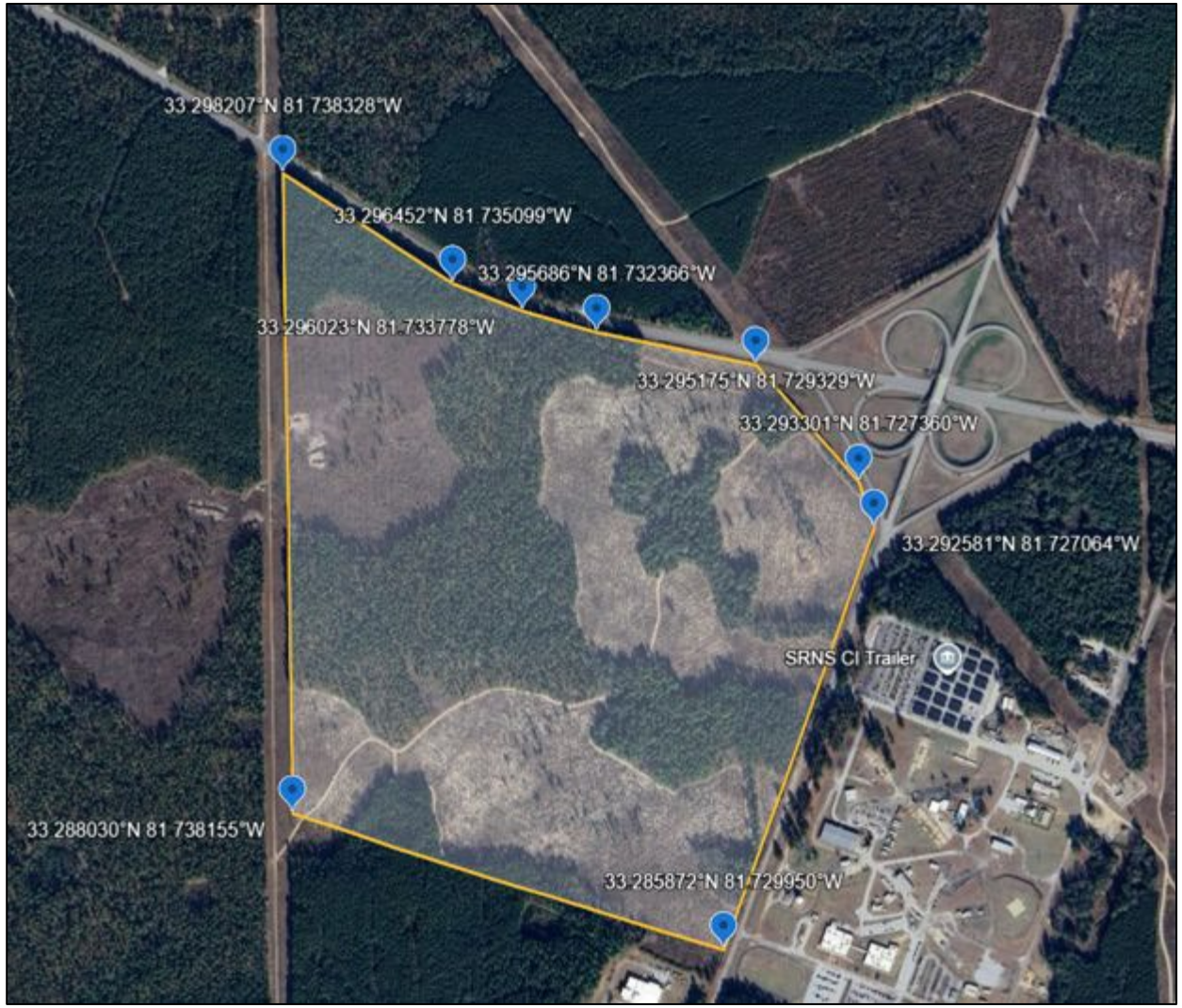
- In 2011, The Savannah River National Lab conducted a holistic analysis to determine the optimum locations for a small modular reactor at SRS and generated a report entitled: *Proposed Site Selection for Small Modular Reactor, SRNL-L4300-2011-00011*
- The analysis was based on a well-known SMR design at the time and included a map of SRS indicating the suitability of various locations for installation of a small modular reactor
- The graphic to the right shows approximately where each of the 10 potential sites (light blue polygons) identified in the RFP are located relative to the results of the SRNL analysis
- Higher Site Selection Modeling System (SSMS) scores, indicate more favorable siting conditions
- This report can be downloaded from the SAM.gov listing for SRS RFP
- ***NOTE:*** ***In addition to SRNL identifying these locations in 2011, numerous assumptions were required to develop the analysis model. The results of the study must only be used as a starting point for the offeror's own analysis. DOE, NNSA nor SRNL warrant the accuracy or suitability of this analysis for any purpose.***



Peace Through Atomic Strength

Site 1

- ★ Area: 236 acres
- ★ Perimeter: 13,116 ft
- ★ Elevation:
  - Minimum: 264 ft
  - Median: 334 ft
  - Maximum: 382 ft

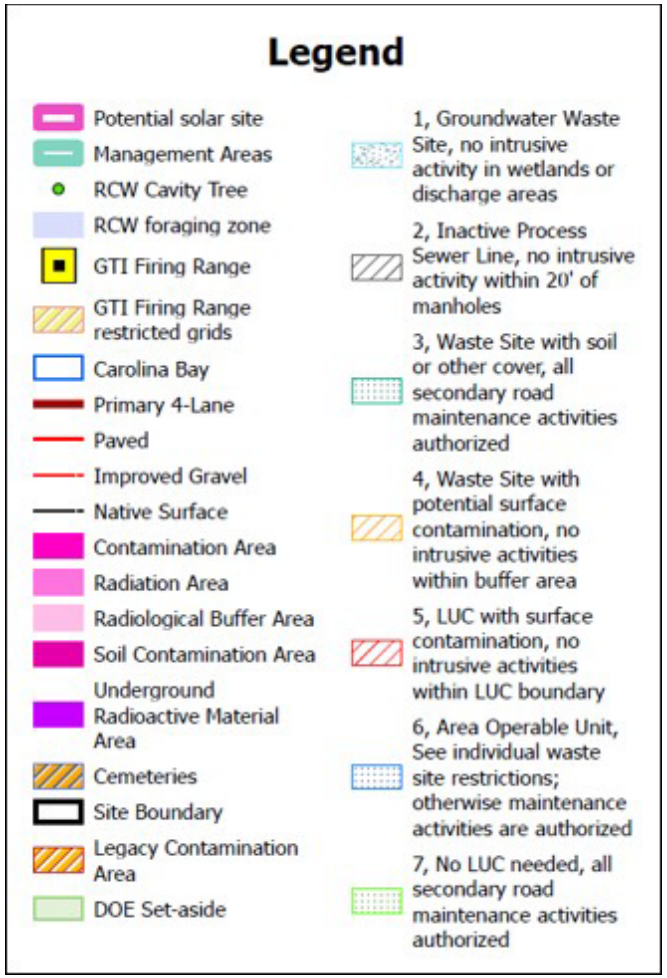


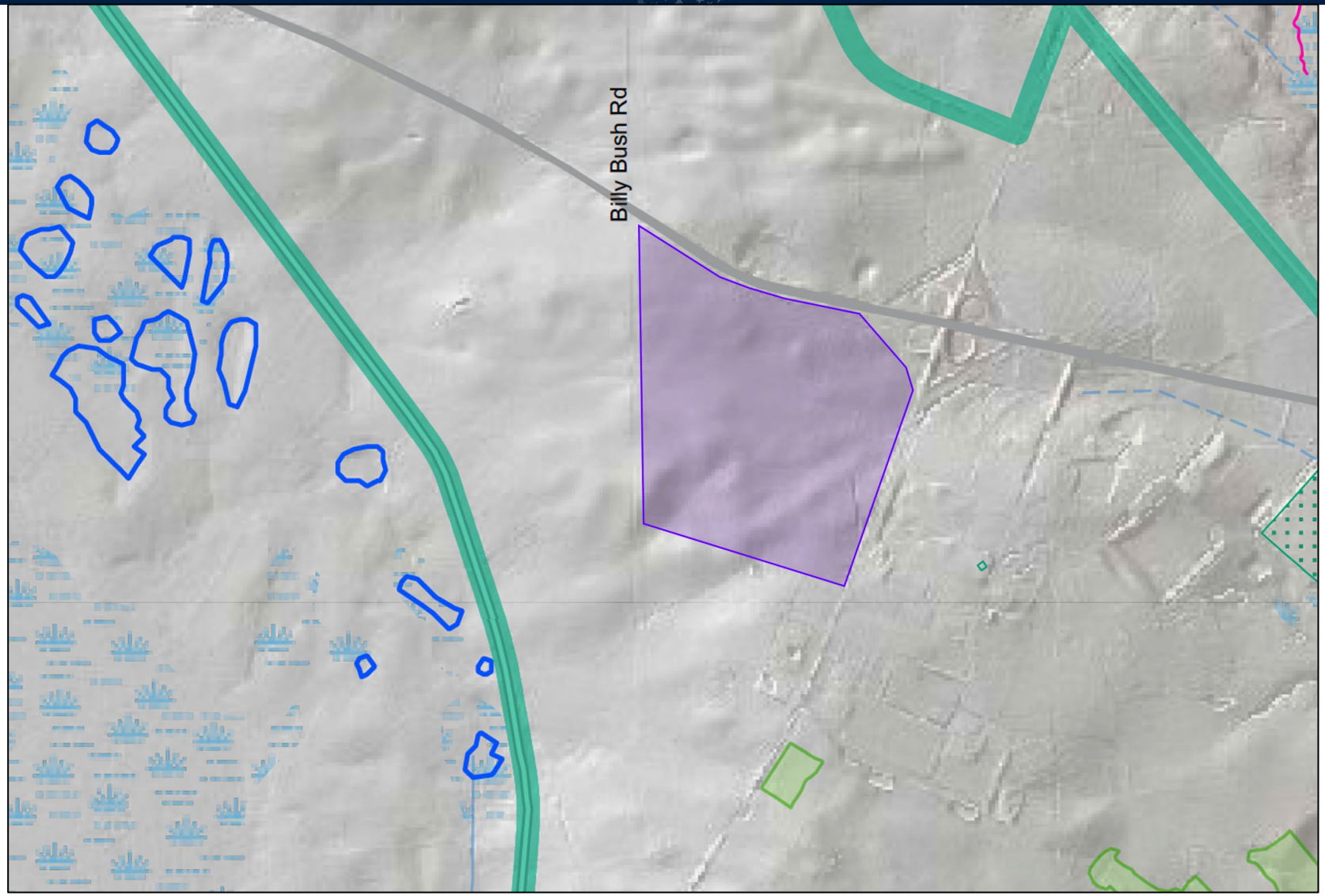
Peace Through Atomic Strength

U.S. DEPARTMENT of ENERGY

National Nuclear Security Administration

Site 1


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
Site Boundary
Legacy Contamination Area
DOE Set-aside
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


Billy Bush Rd

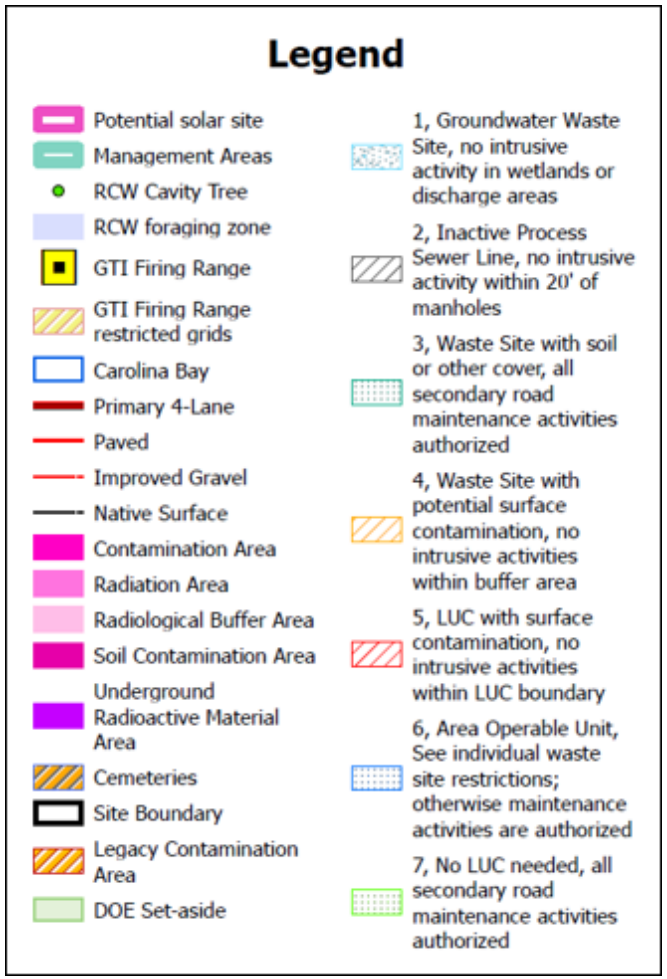
Site 2

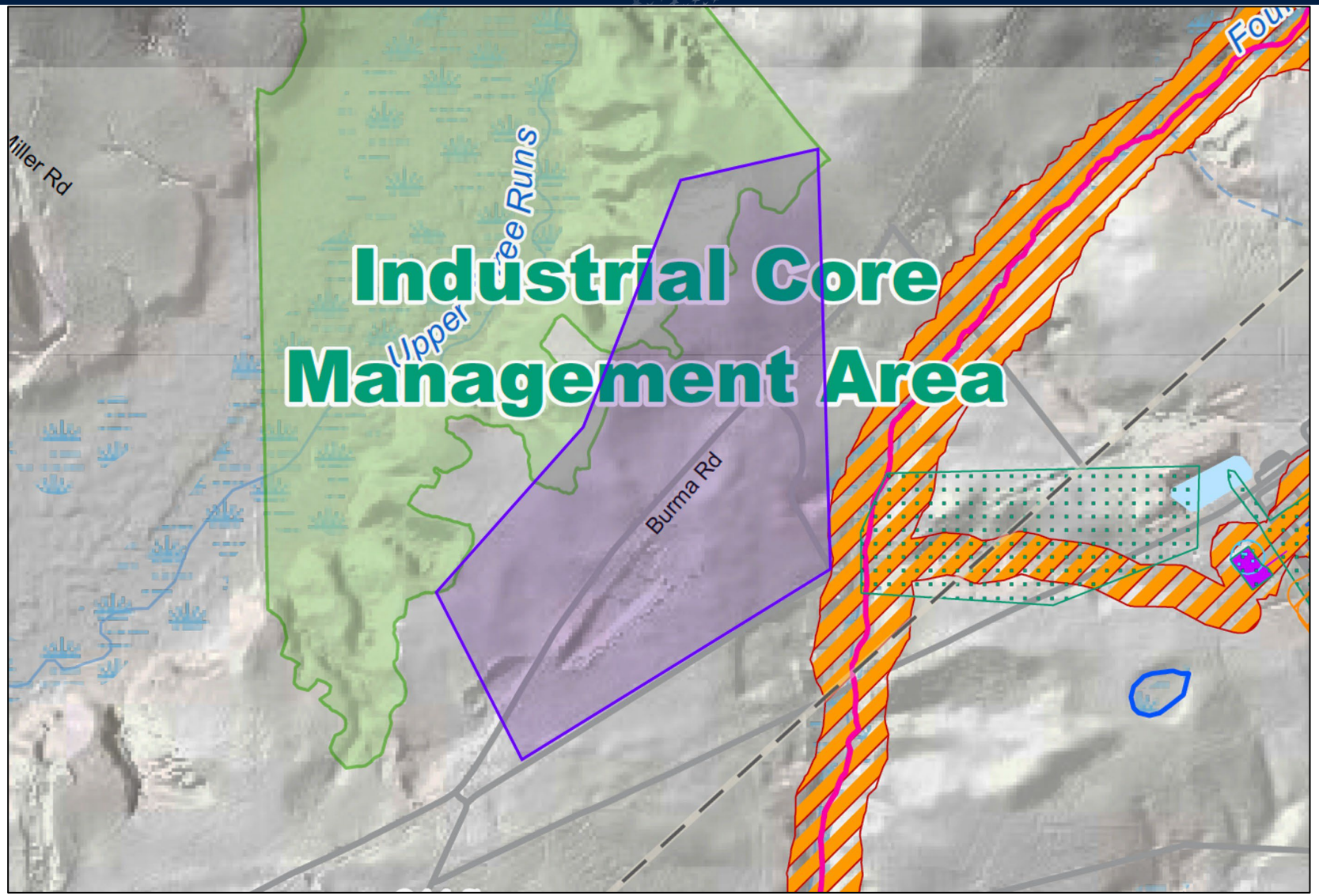
- ★ Area: 461 acres
- ★ Perimeter: 19,711 ft
- ★ Elevation:
  - Minimum: 181 ft
  - Median: 219 ft
  - Maximum: 336 ft



Peace Through Atomic Strength

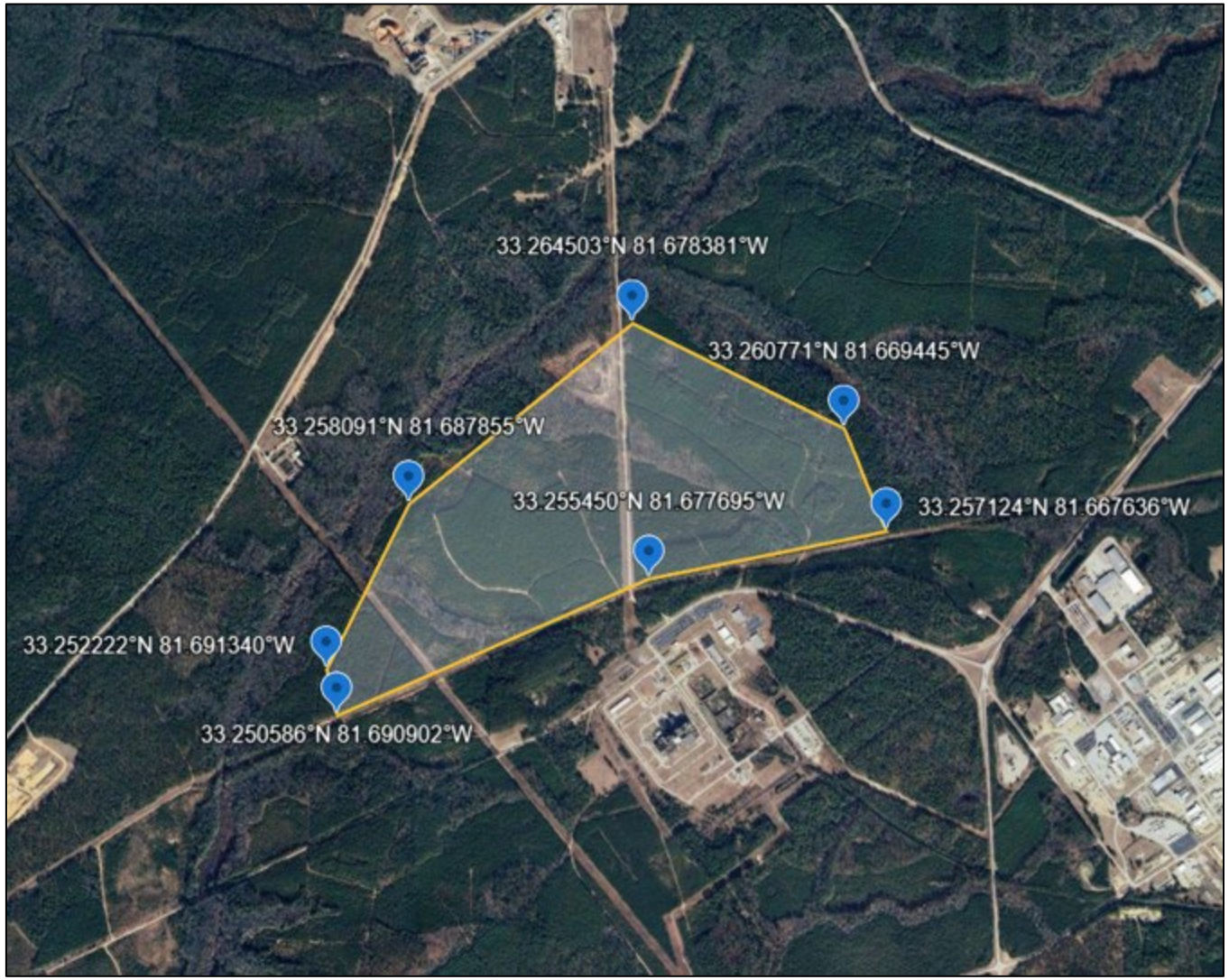
Site 2


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
Site Boundary
Legacy Contamination Area
DOE Set-aside
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


Industrial Core Management Area
Upper Three Runs
Burma Rd
Miller Rd

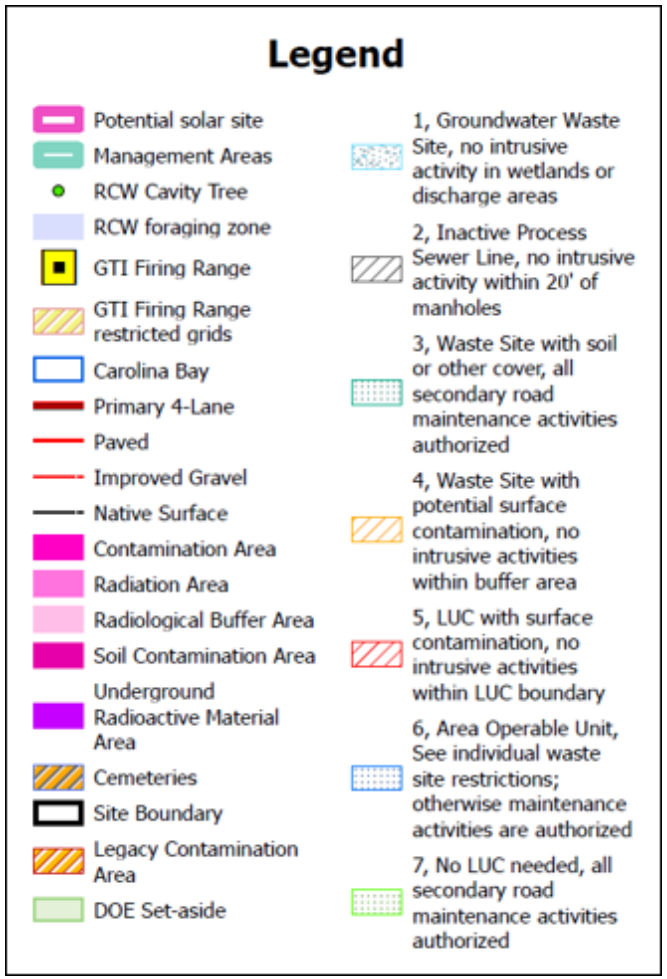
Site 3

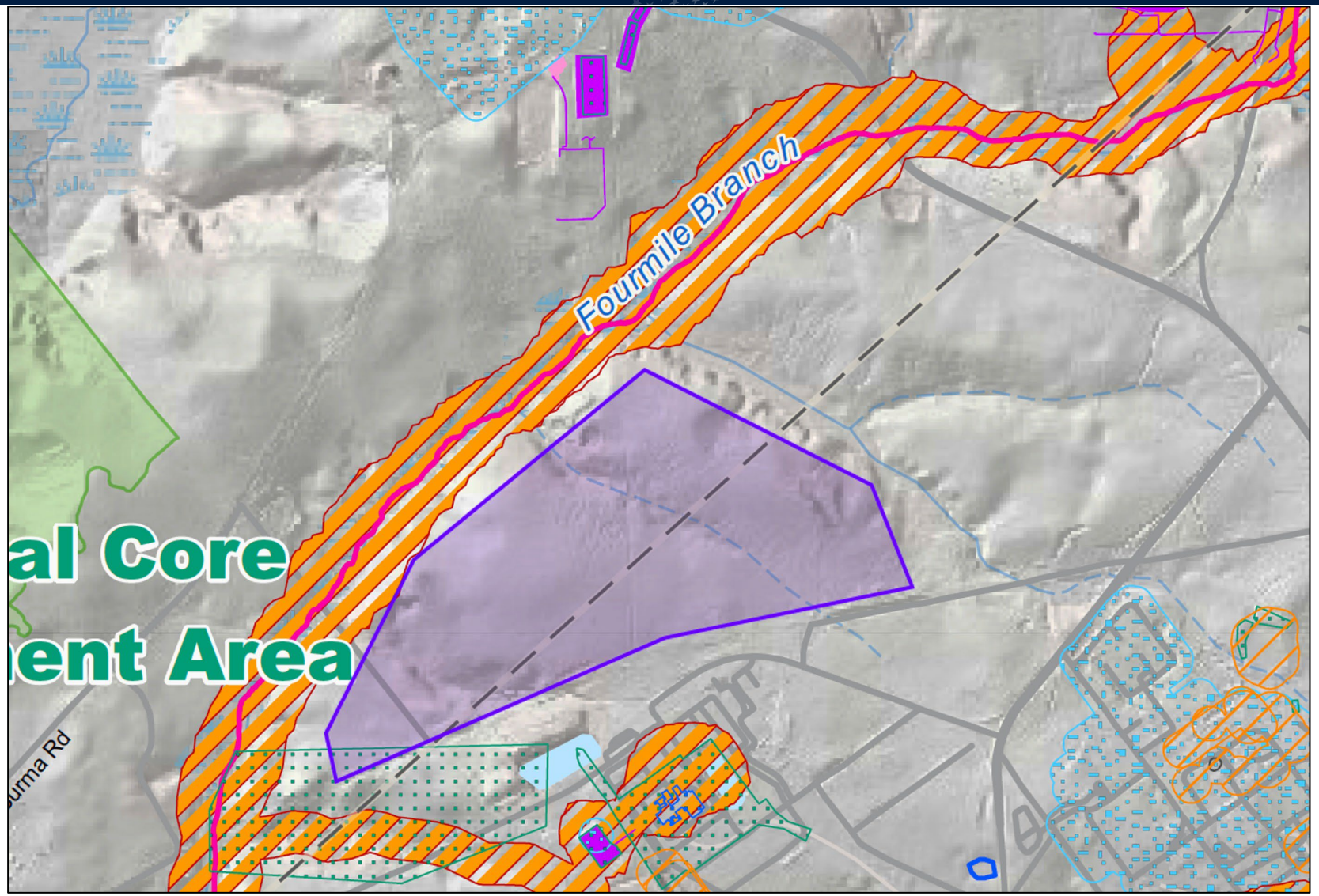
- ★ Area: 384 acres
- ★ Perimeter: 18,748 ft
- ★ Elevation:
  - Minimum: 199 ft
  - Median: 271 ft
  - Maximum: 338 ft



Peace Through Atomic Strength

Site 3

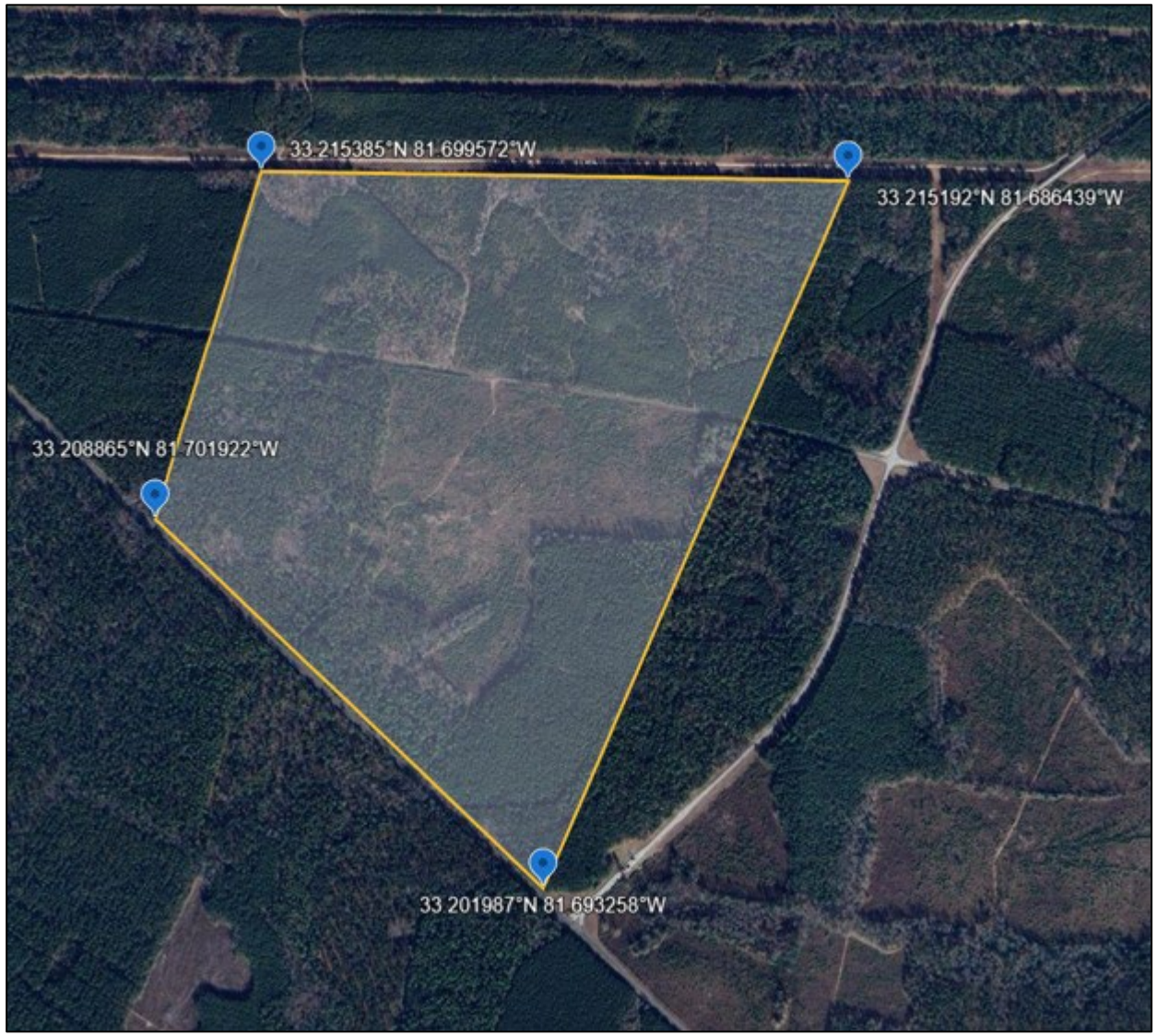




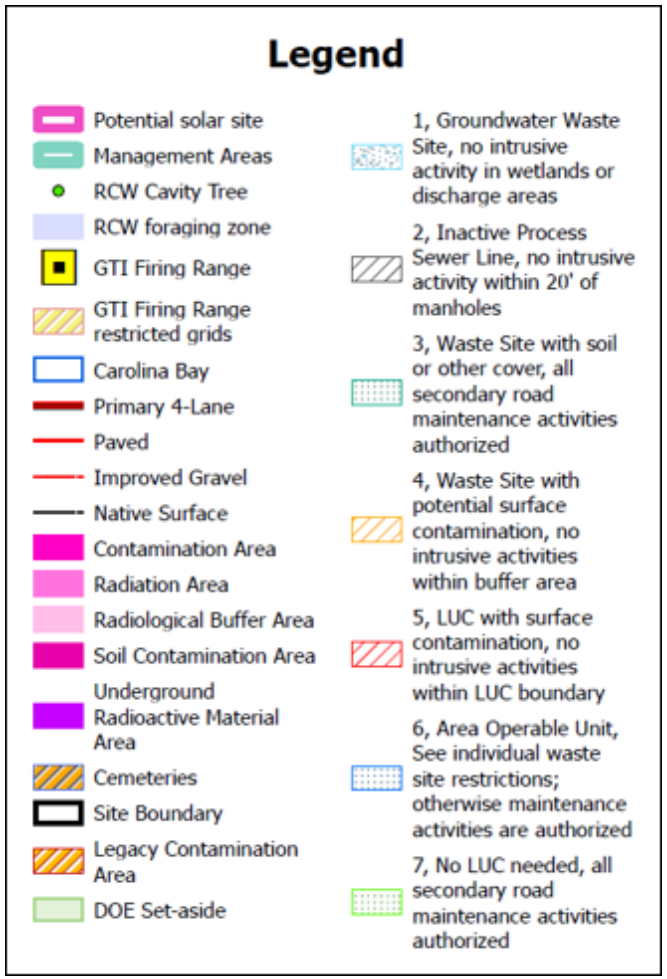
Peace Through Atomic Strength

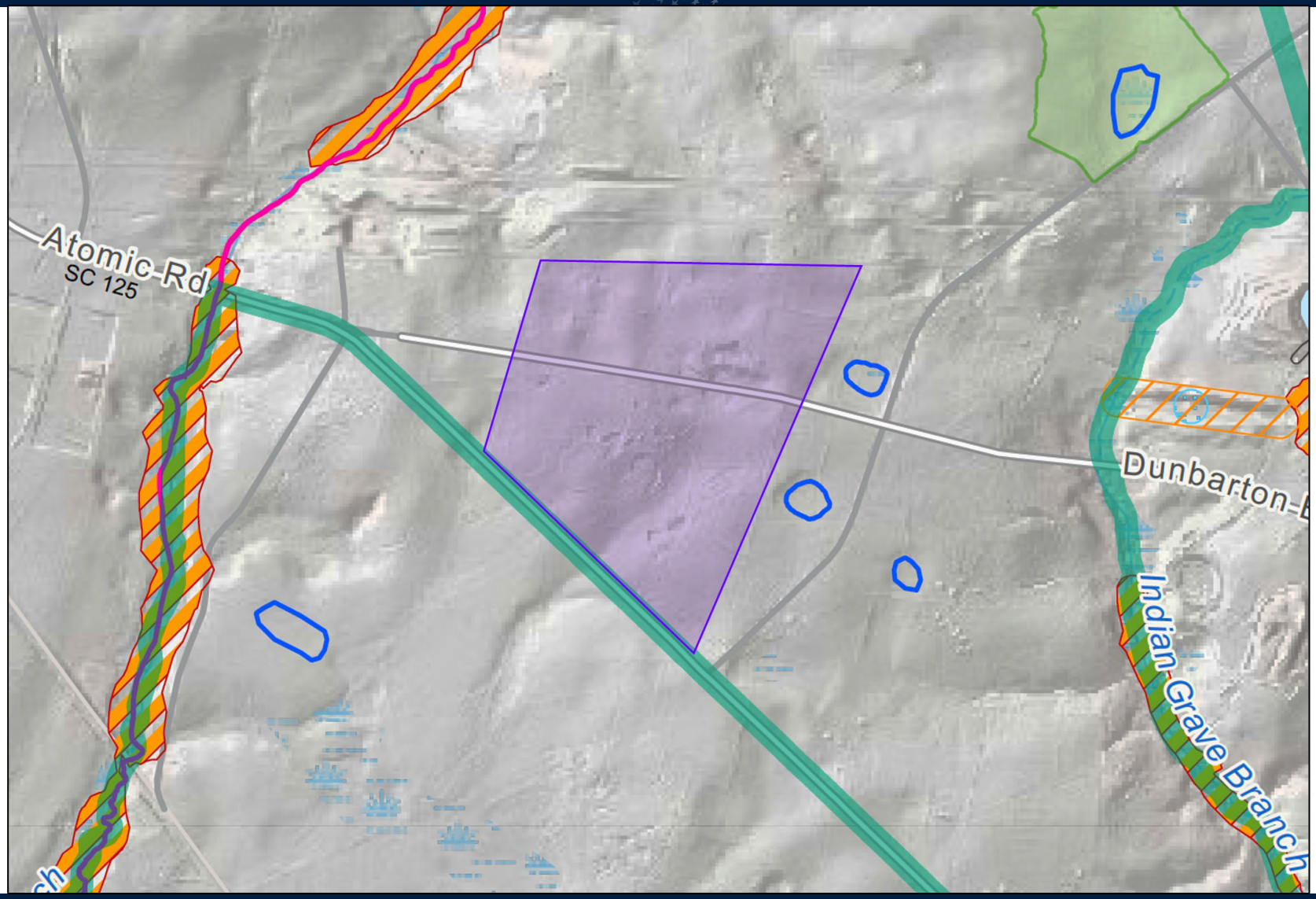
Site 4

- ★ Area: 316 acres
- ★ Perimeter: 15,380 ft
- ★ Elevation:
  - Minimum: 225 ft
  - Median: 280 ft
  - Maximum: 341 ft



Site 4

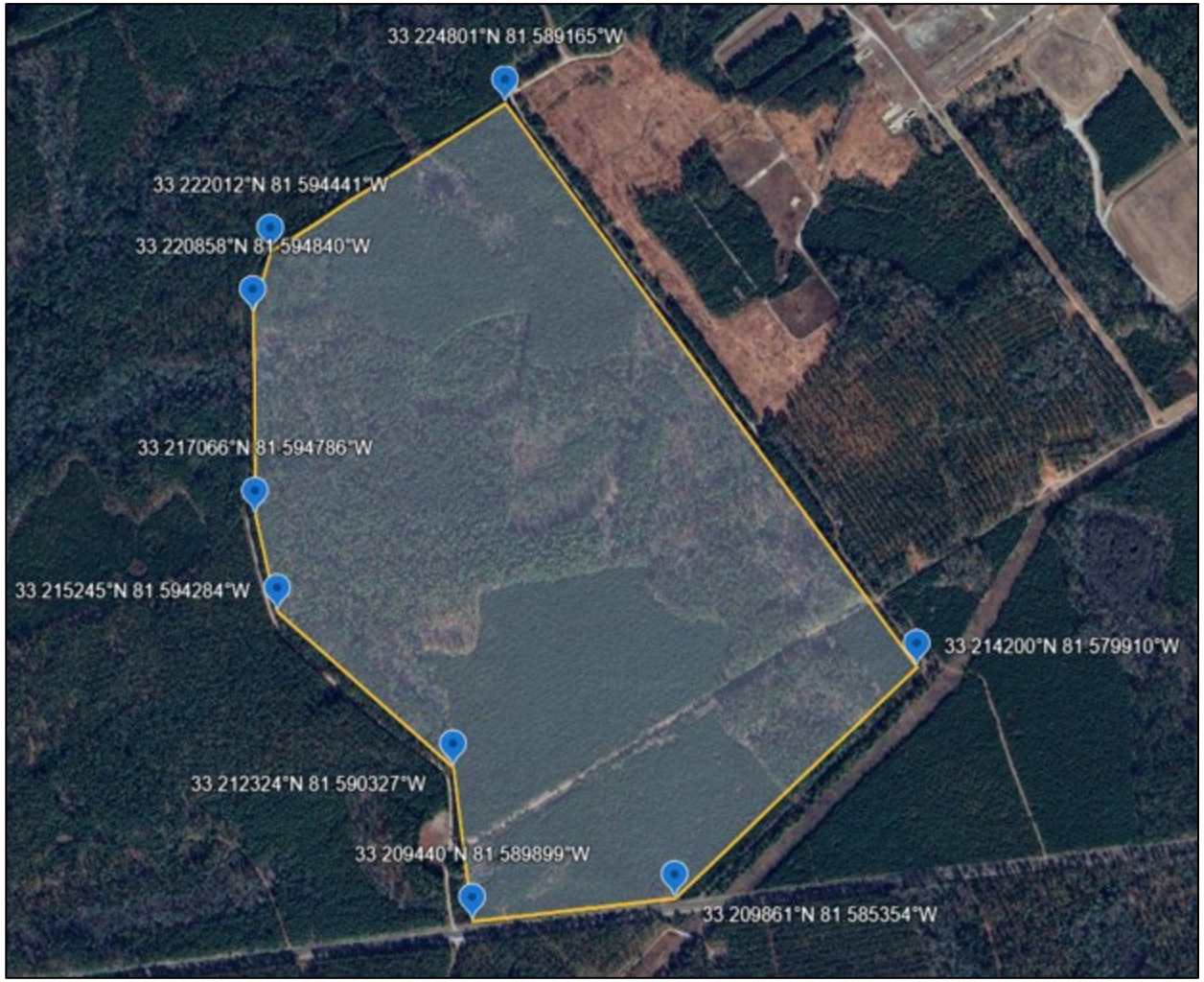




Peace Through Atomic Strength

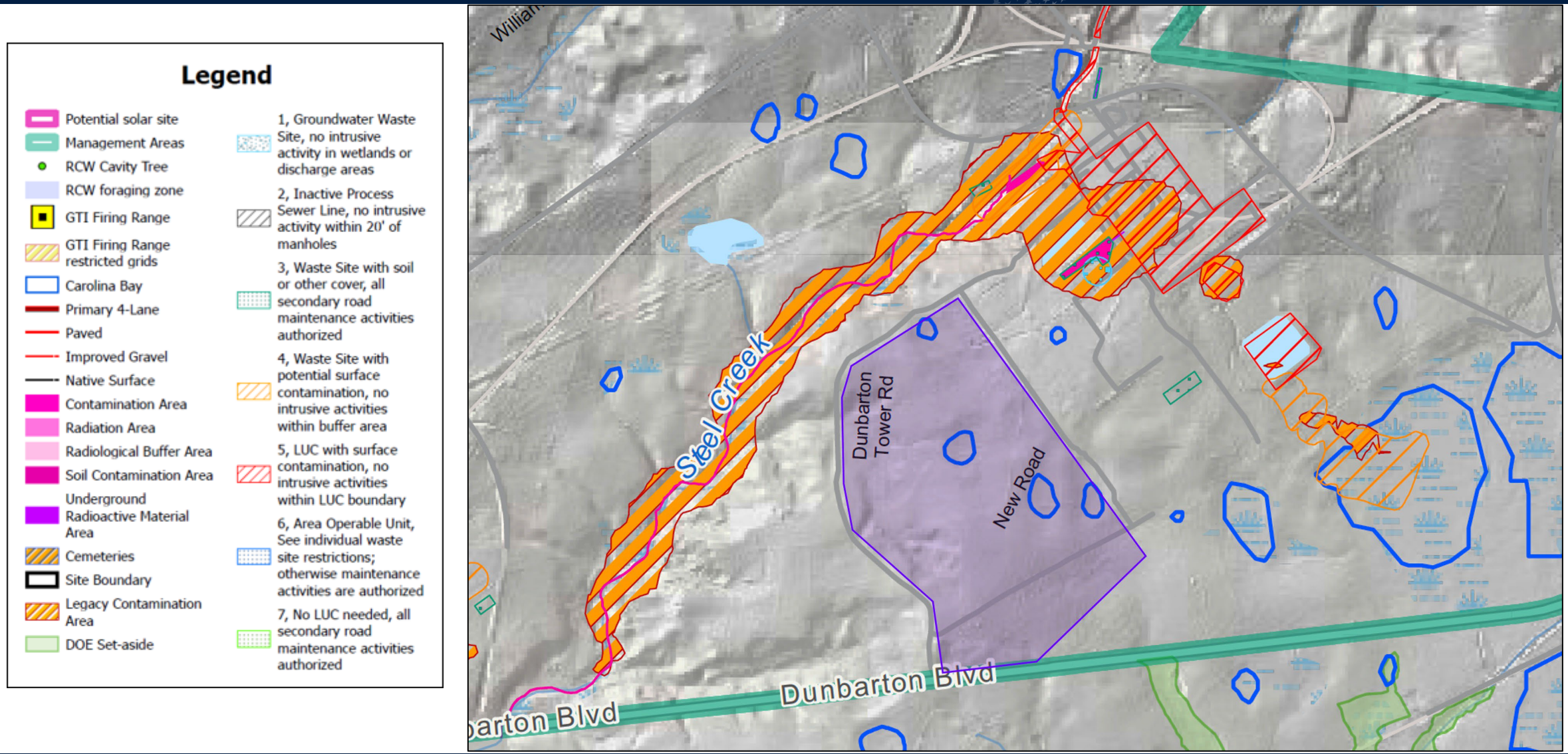
Site 5

- ★ Area: 345 acres
- ★ Perimeter: 15,549 ft
- ★ Elevation:
  - Minimum: 254 ft
  - Median: 308 ft
  - Maximum: 373 ft



Peace Through Atomic Strength

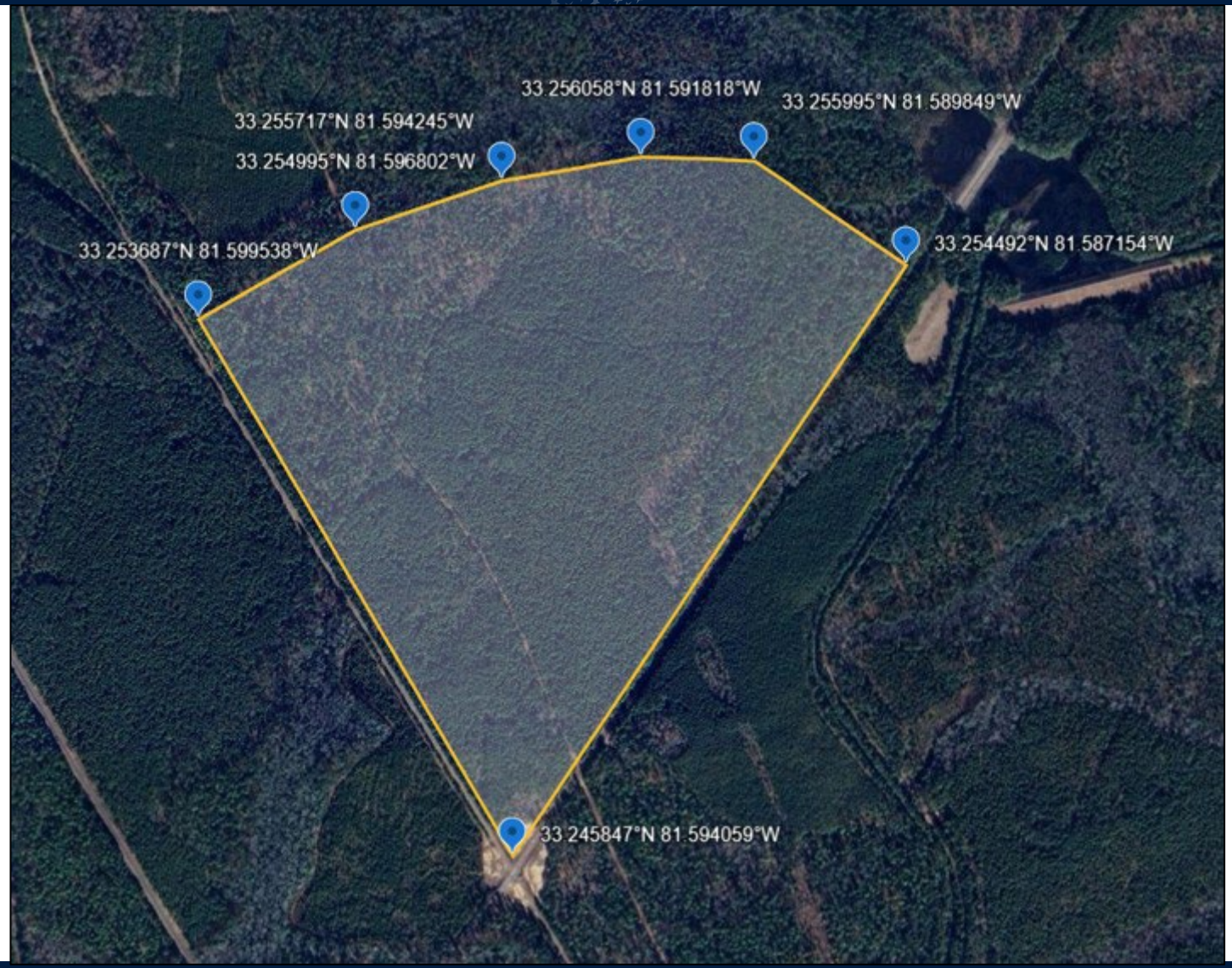
Site 5



Peace Through Atomic Strength

Site 6

- ★ Area: 168 acres
- ★ Perimeter: 11,228 ft
- ★ Elevation:
  - Minimum:277 ft
  - Median: 348 ft
  - Maximum: 391 ft



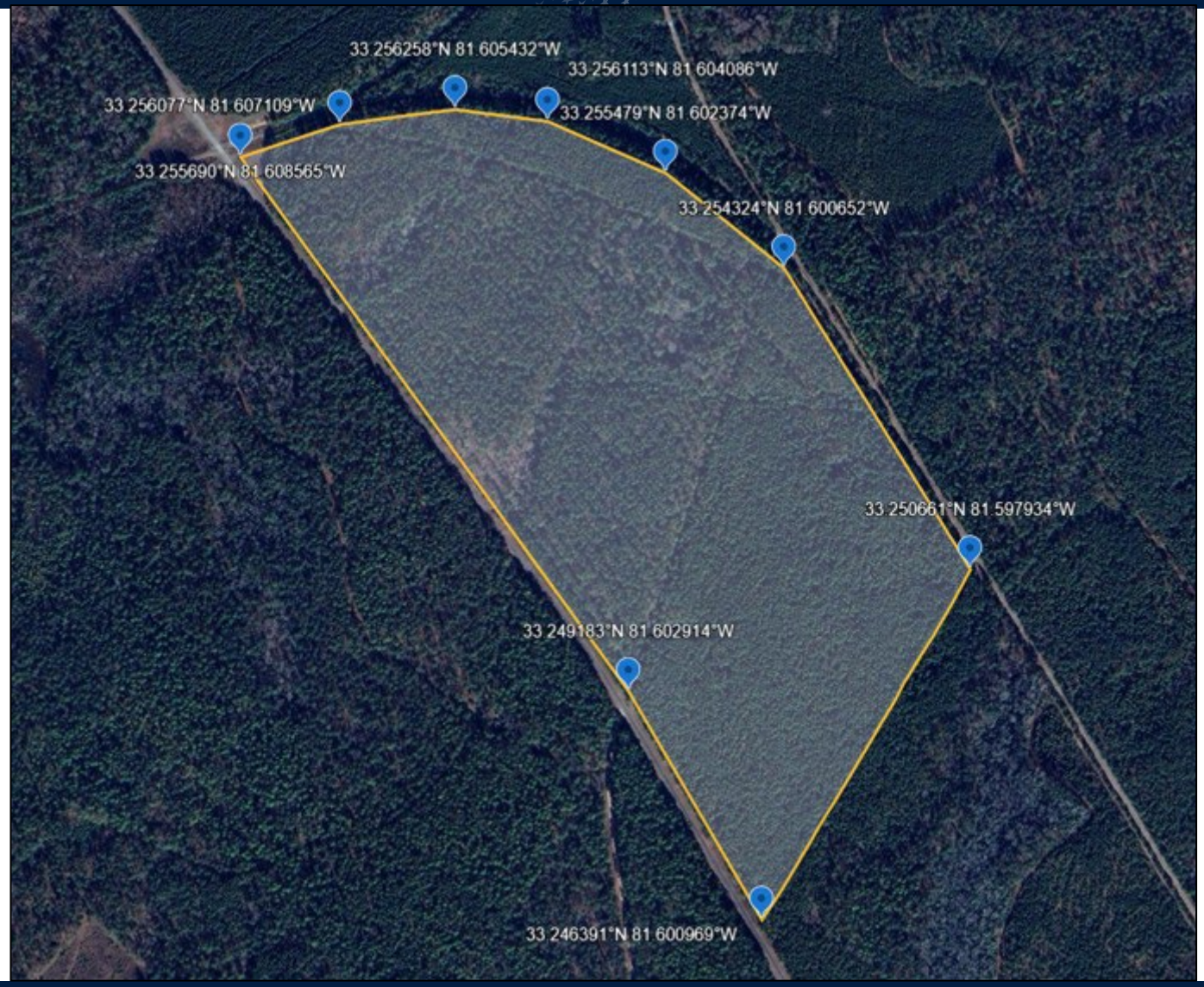
Peace Through Atomic Strength

U.S. DEPARTMENT of ENERGY

National Nuclear Security Administration

Site 7

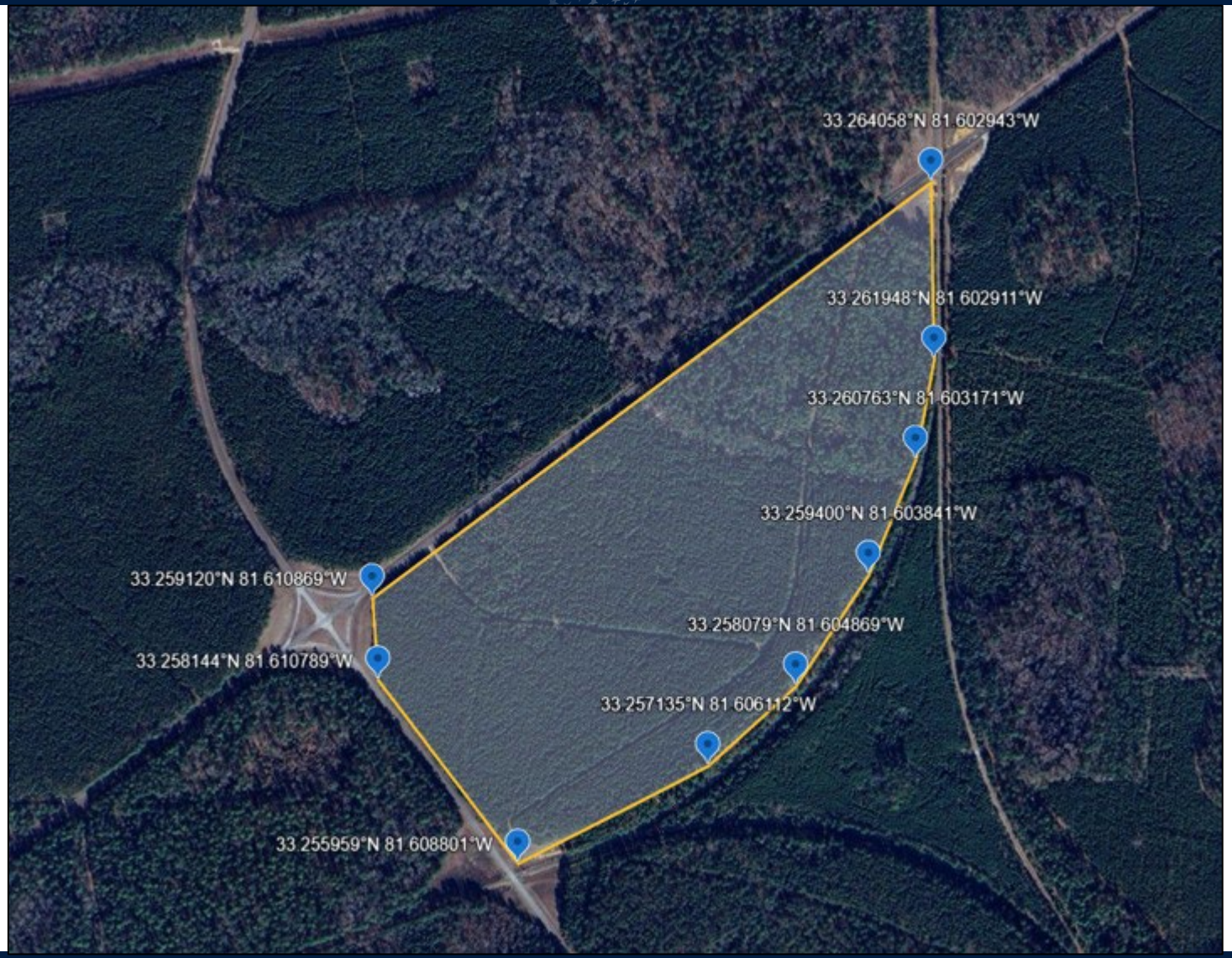
- ★ Area: 121 acres
- ★ Perimeter: 10,133 ft
- ★ Elevation:
  - Minimum:323 ft
  - Median: 378 ft
  - Maximum: 427 ft



Peace Through Atomic Strength

Site 8

- ★ Area: 81 acres
- ★ Perimeter: 8,129 ft
- ★ Elevation:
  - Minimum:317 ft
  - Median: 335 ft
  - Maximum: 359 ft

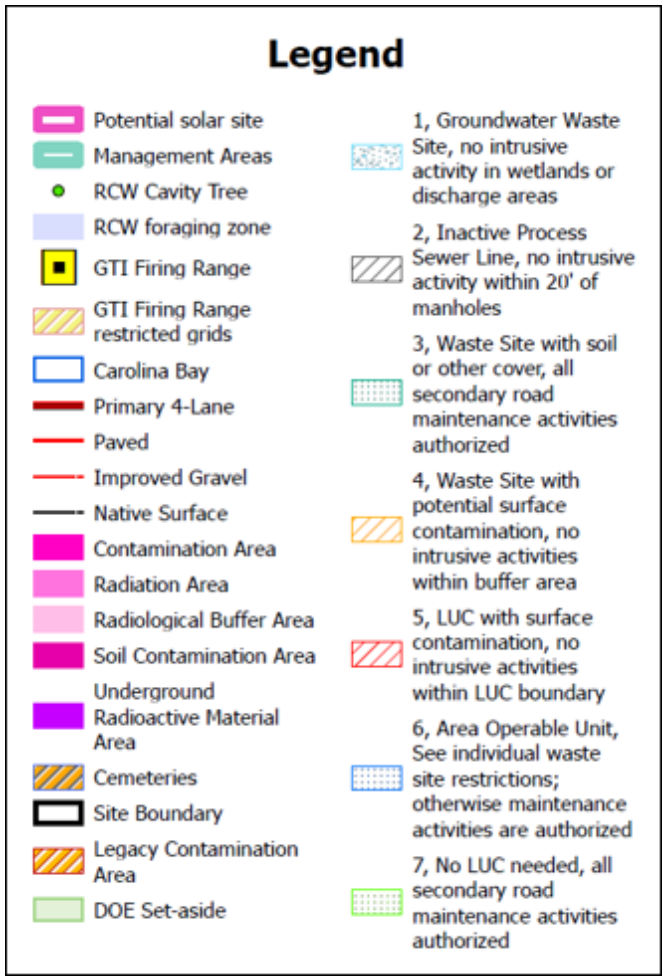


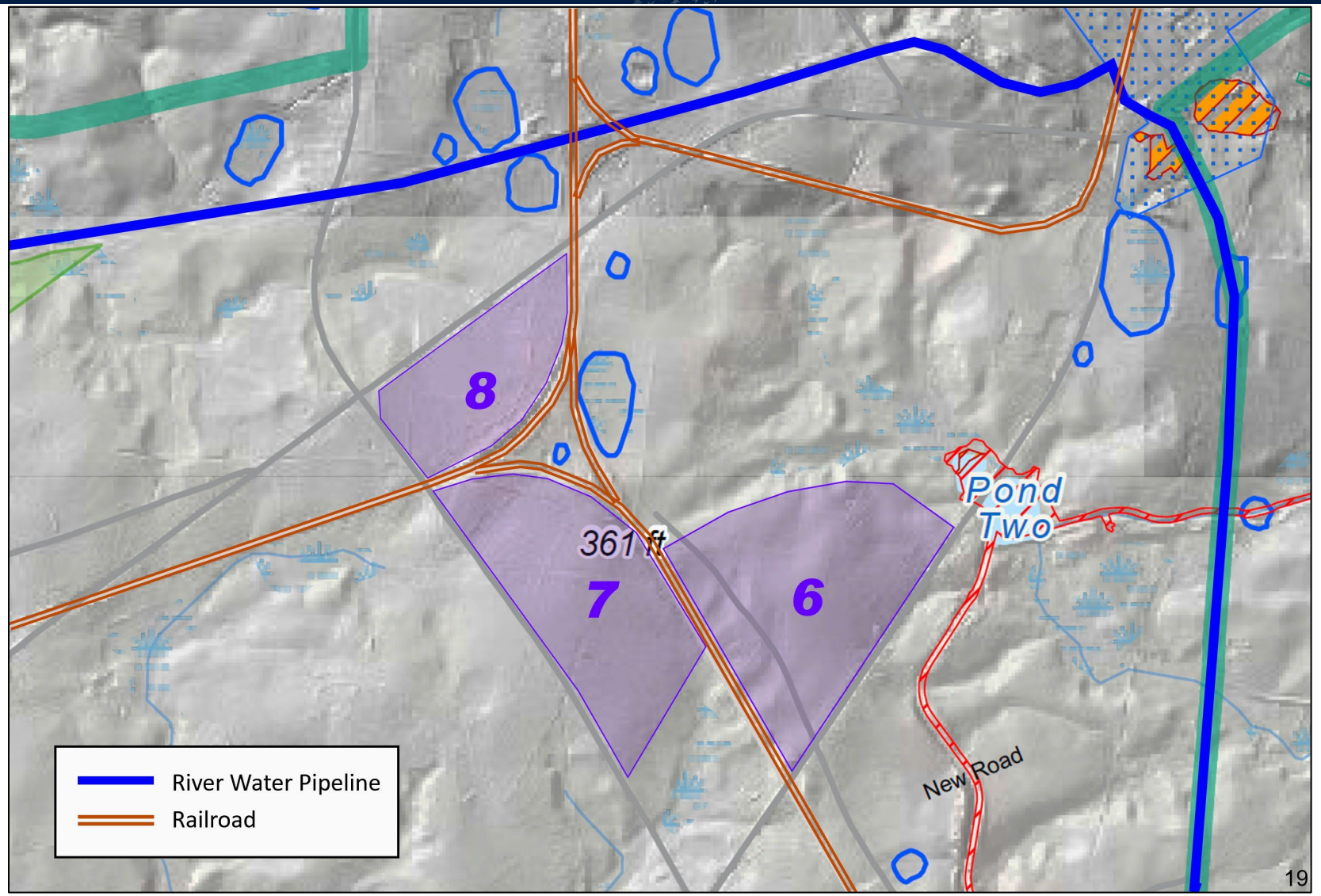
Peace Through Atomic Strength

U.S. DEPARTMENT of ENERGY

National Nuclear Security Administration

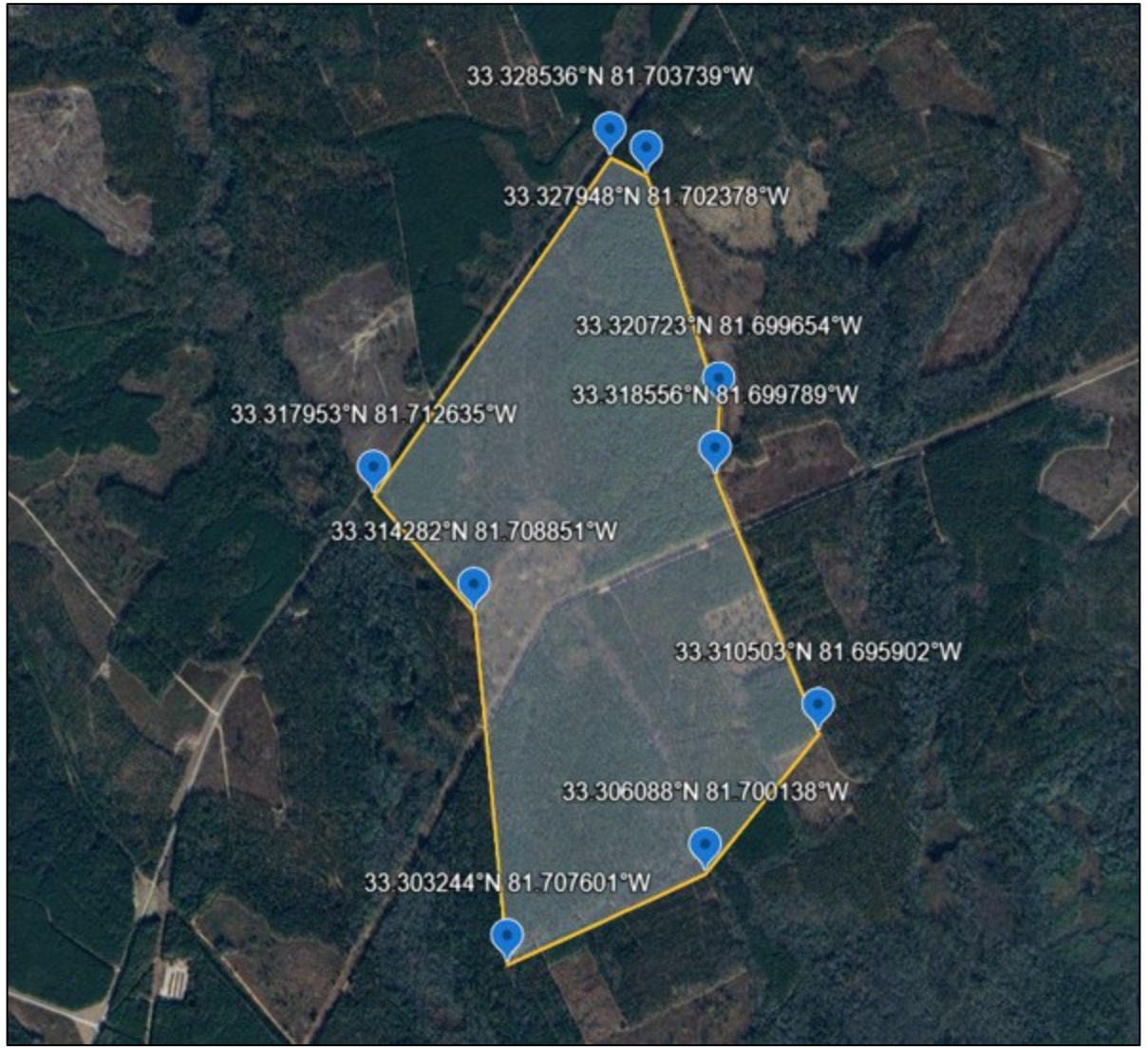
Sites 6, 7 and 8





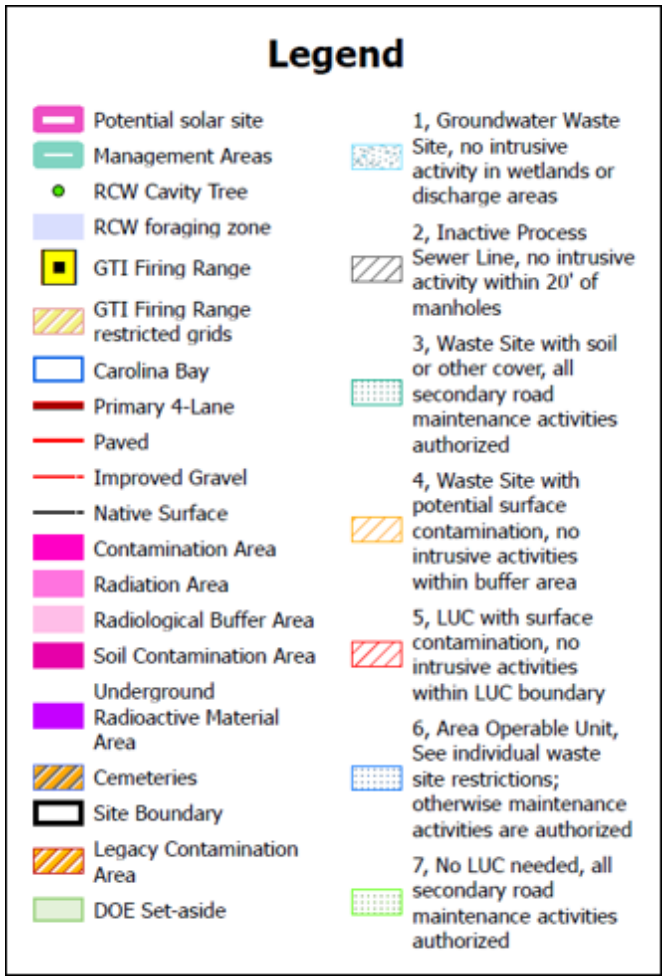
Site 9

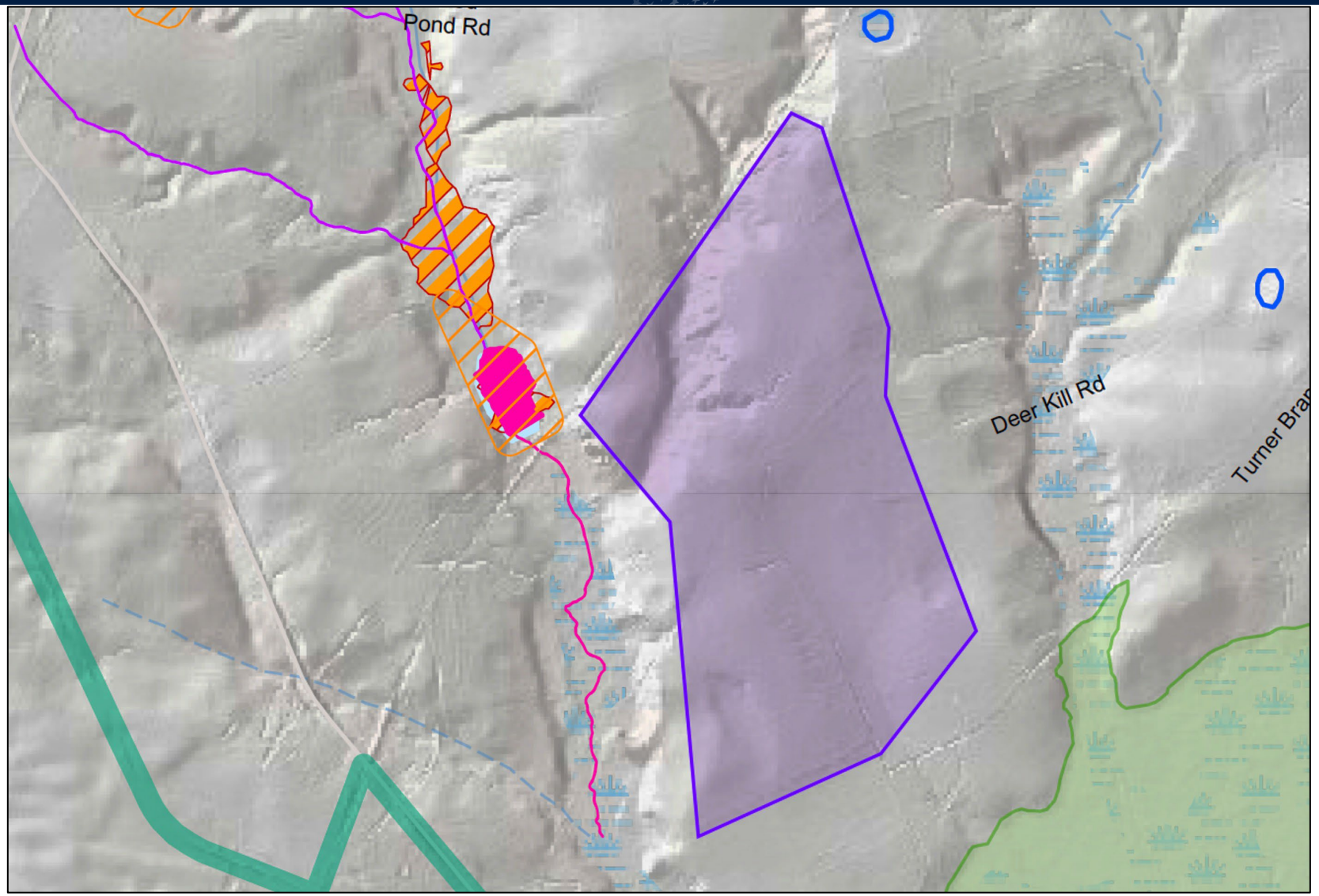
- ★ Area: 570 acres
- ★ Perimeter: 22,258 ft
- ★ Elevation:
  - Minimum: 190 ft
  - Median: 270 ft
  - Maximum: 391 ft



Peace Through Atomic Strength

Site 9

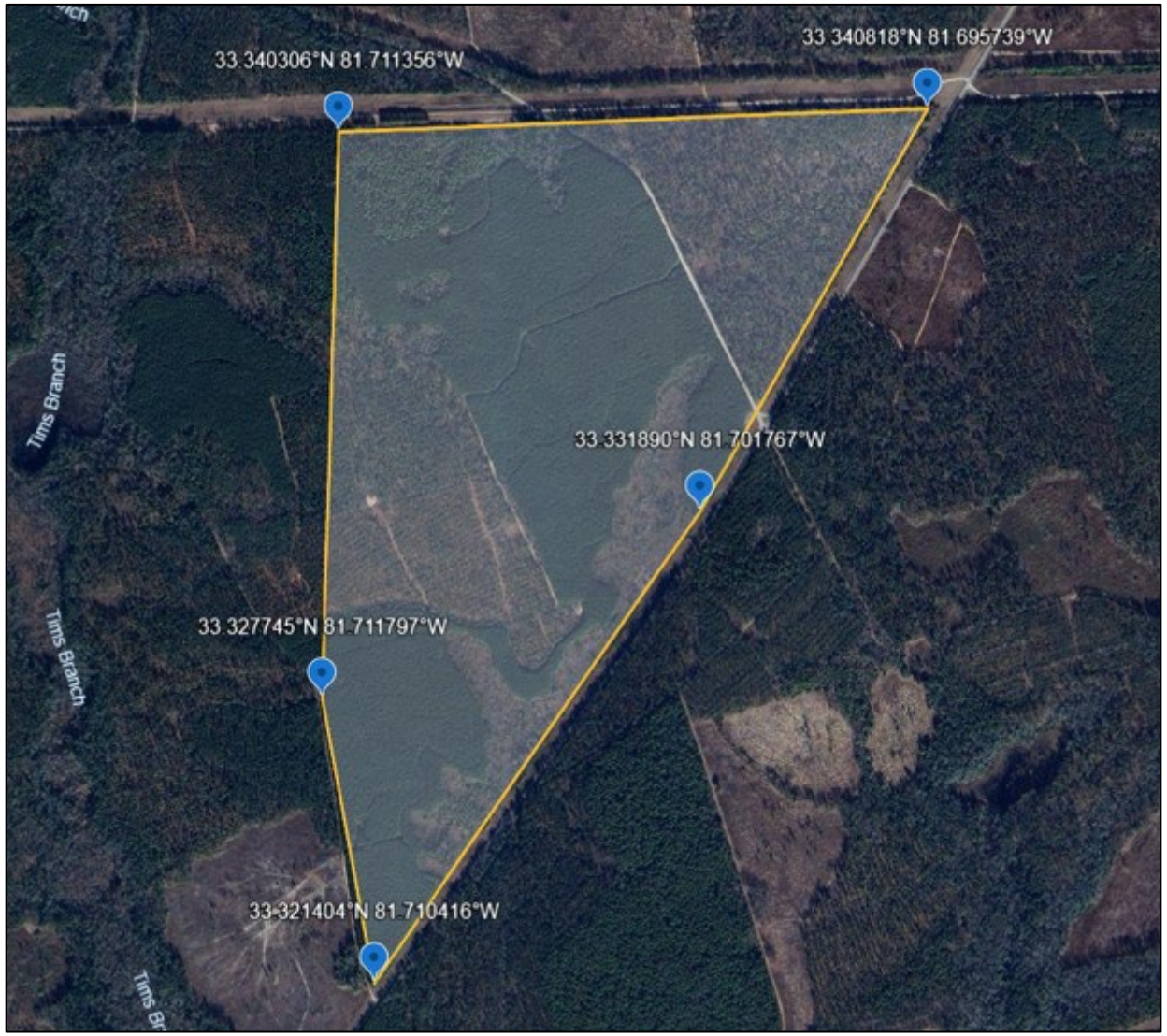




Peace Through Atomic Strength

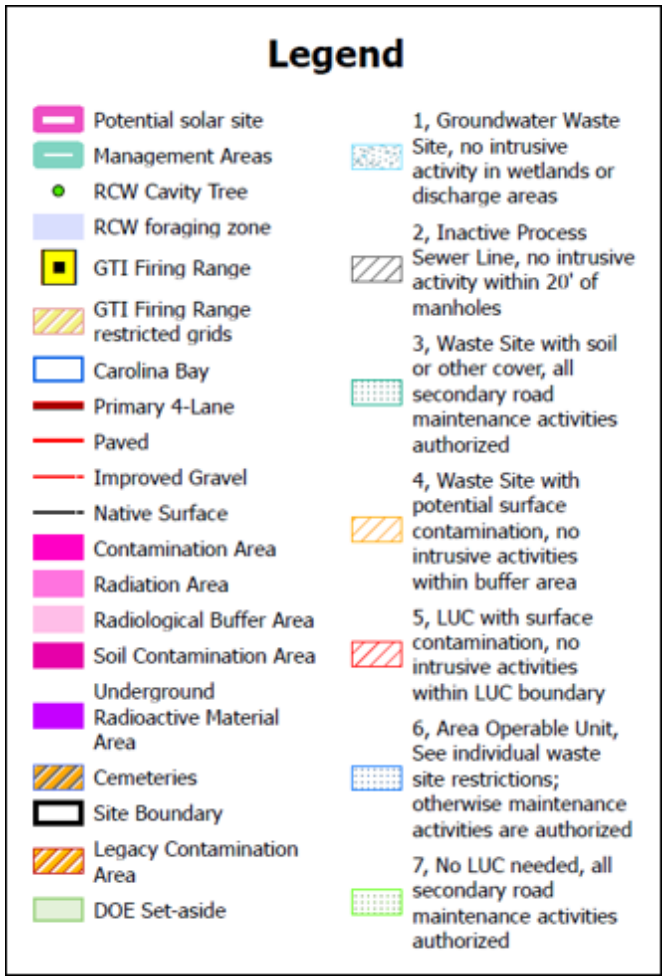
Site 10

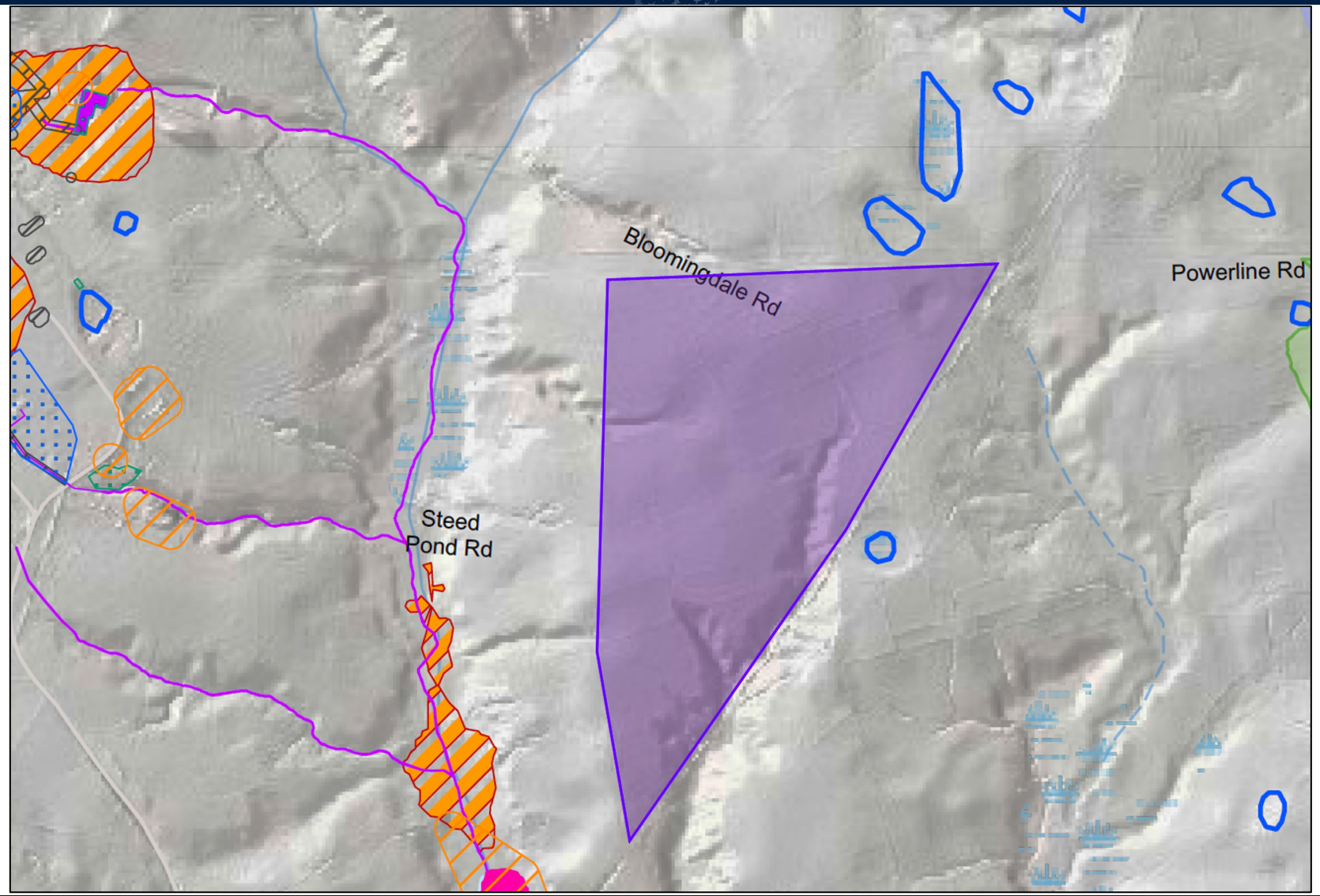
- ★ Area: 421 acres
- ★ Perimeter: 20,067 ft
- ★ Elevation:
  - Minimum: 268 ft
  - Median: 356 ft
  - Maximum: 424 ft



Peace Through Atomic Strength

Site 10

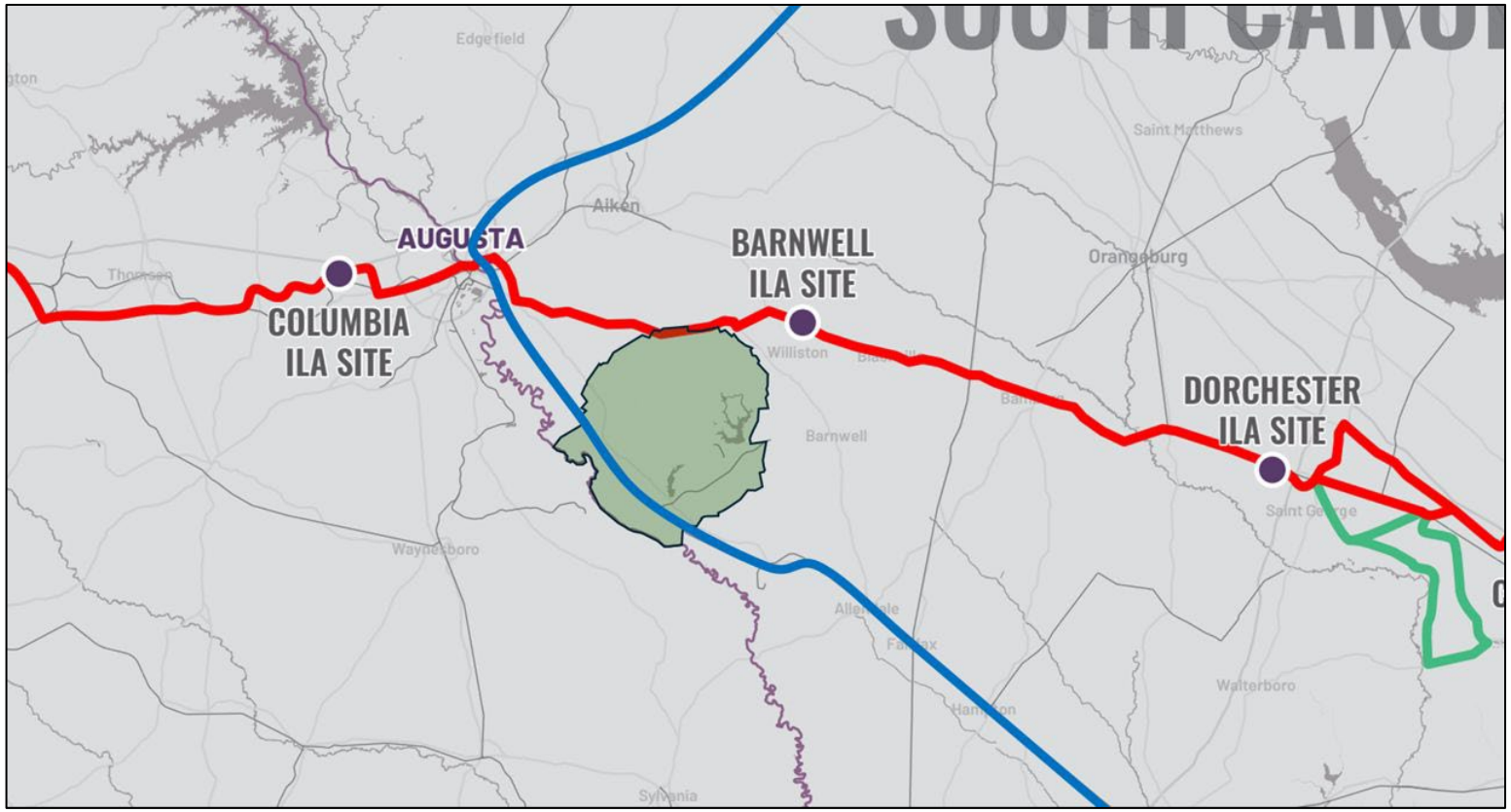




Peace Through Atomic Strength

Long Haul Fiber Optic Lines

- The long-haul fiber optic lines supporting internet traffic generally follow the two major highways, US-278 and SC Hwy 125
- Map shows only approximate locations

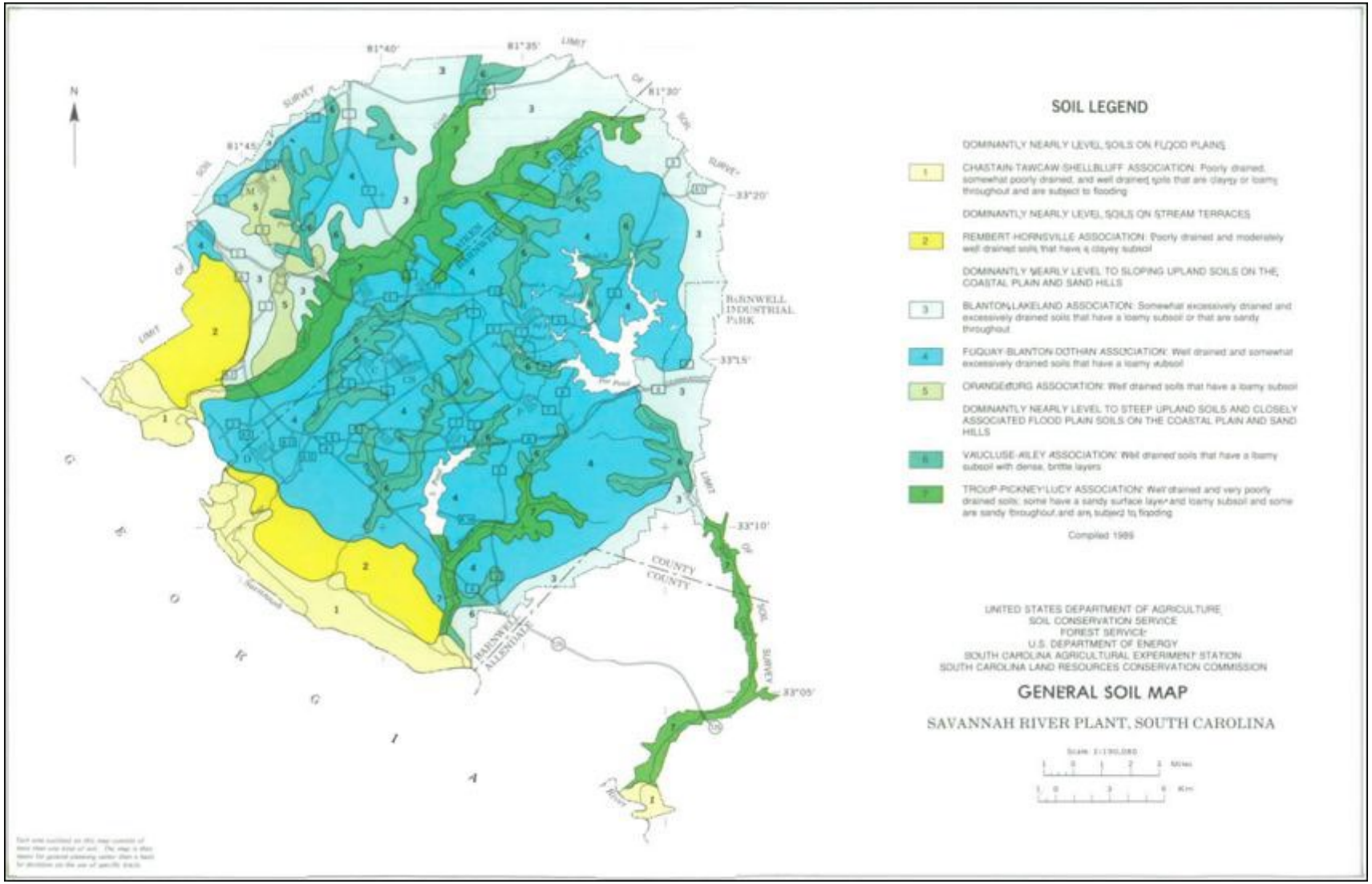


Peace Through Atomic Strength

Soil Conditions

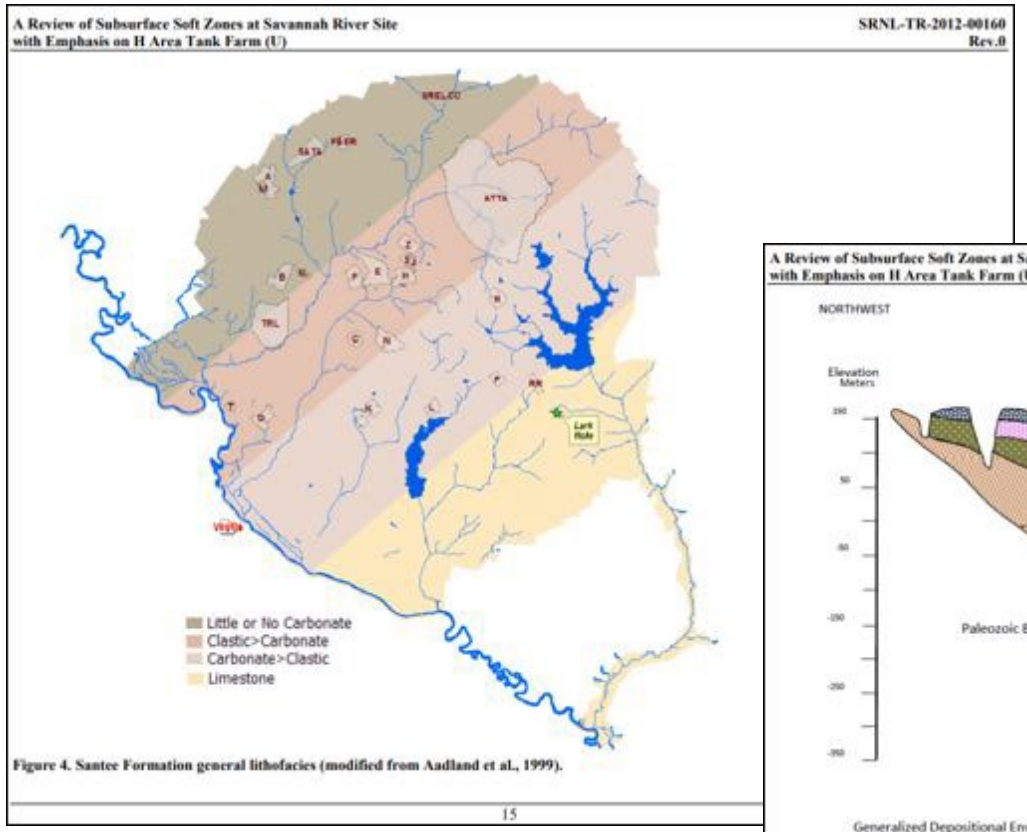
[PIT-MISC-0104 - Soil Survey of Savannah River Plant Area, Parts of Aiken, Barnwell, and Allendale Counties in South Carolina.]

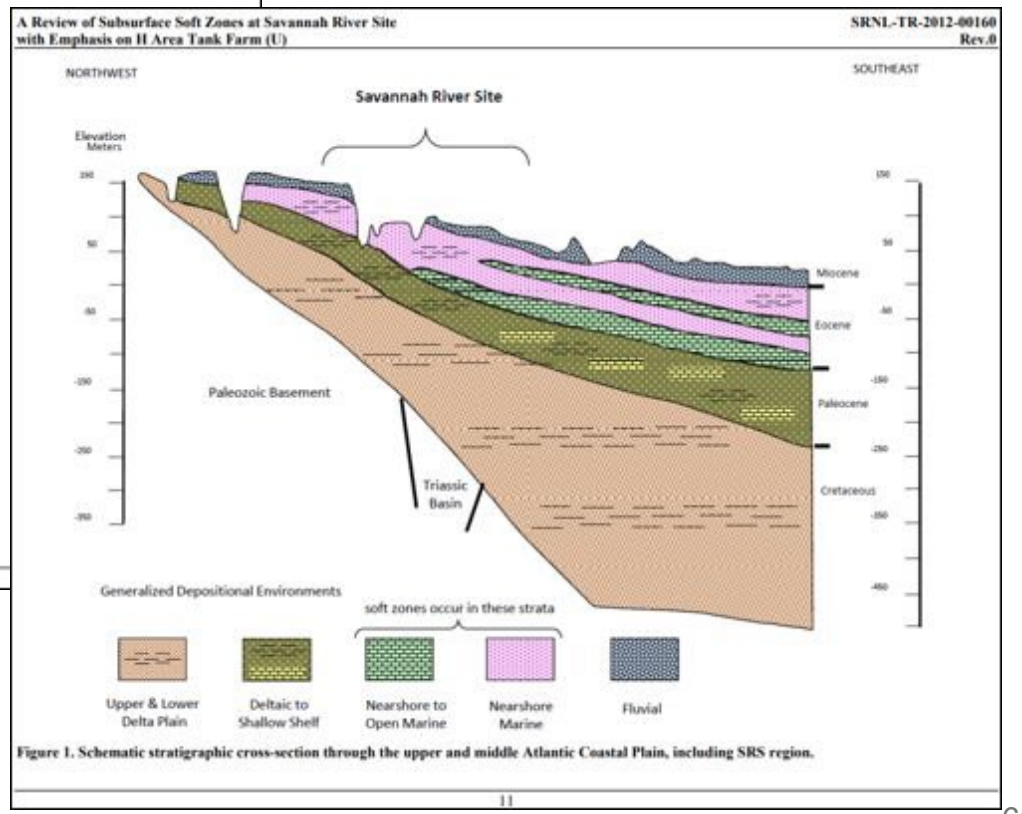
https://www.nrc.gov/docs/ML1016/ML101600002.pdf



Subsurface Conditions

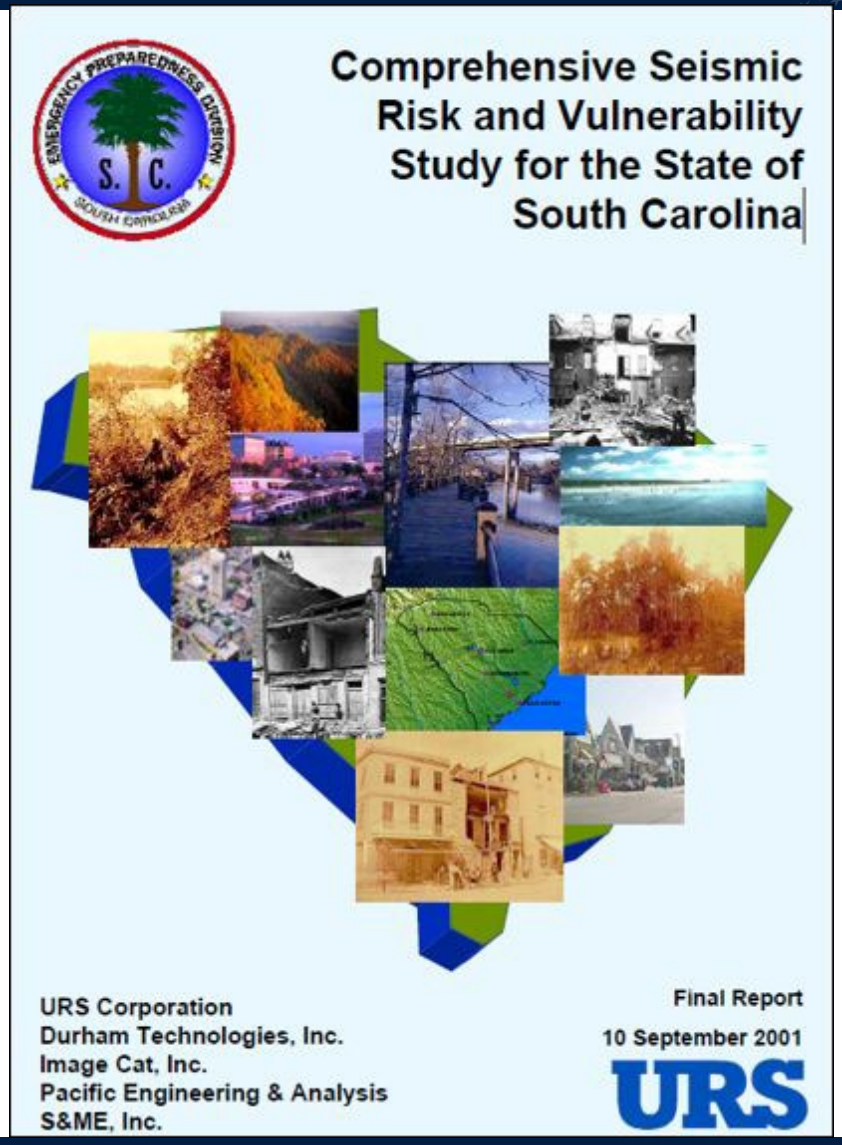
https://www.nrc.gov/docs/ML1308/ML13080A339.pdf





Seismic Risk Analysis

https://www.scemd.org/media/1141/eq_study.pdf



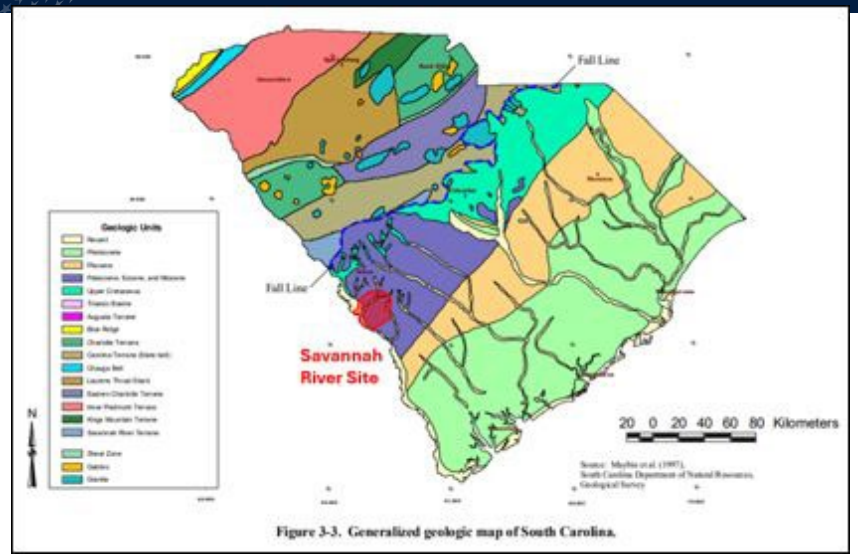


Figure 3-3. Generalized geologic map of South Carolina.

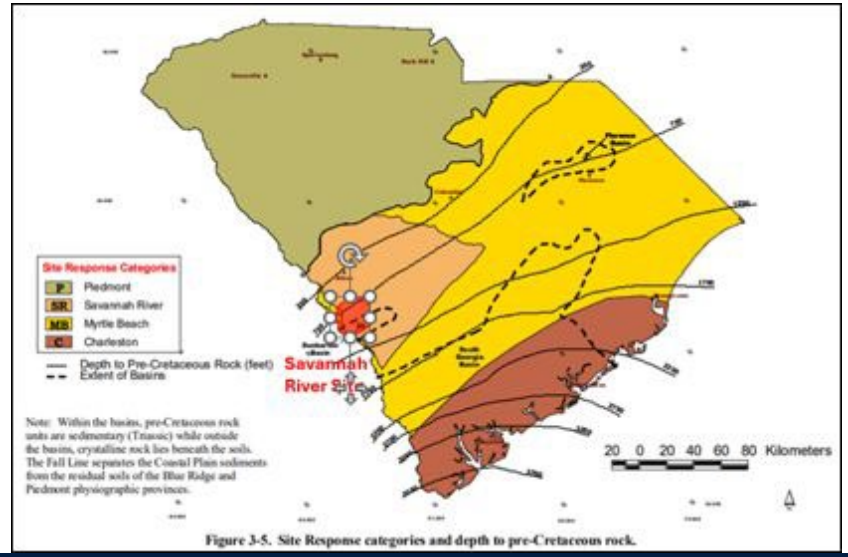
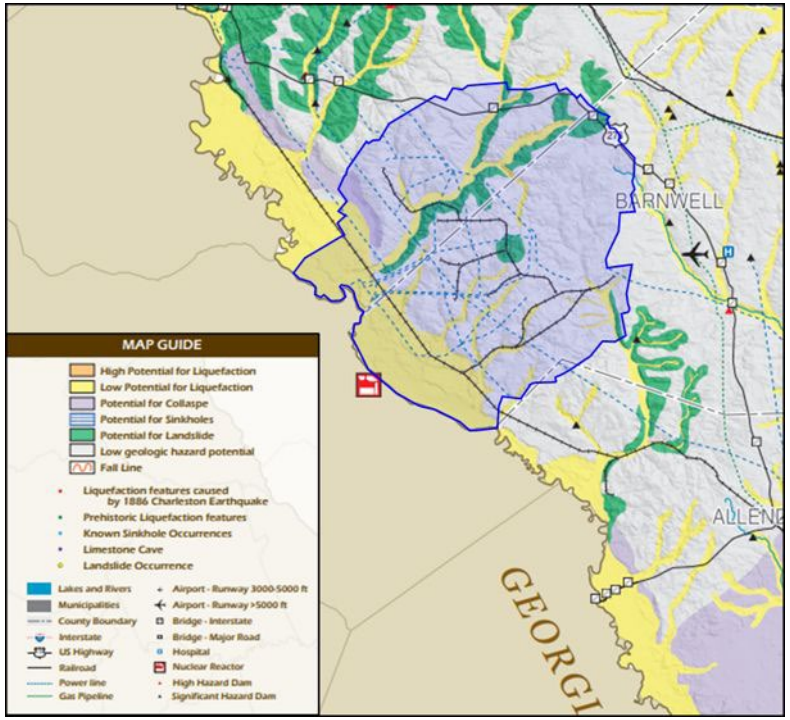
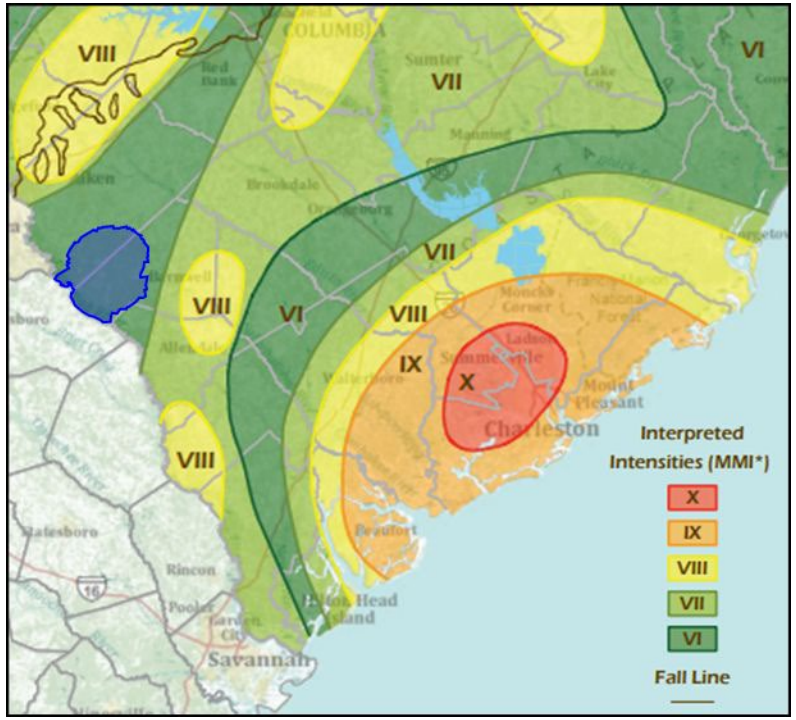
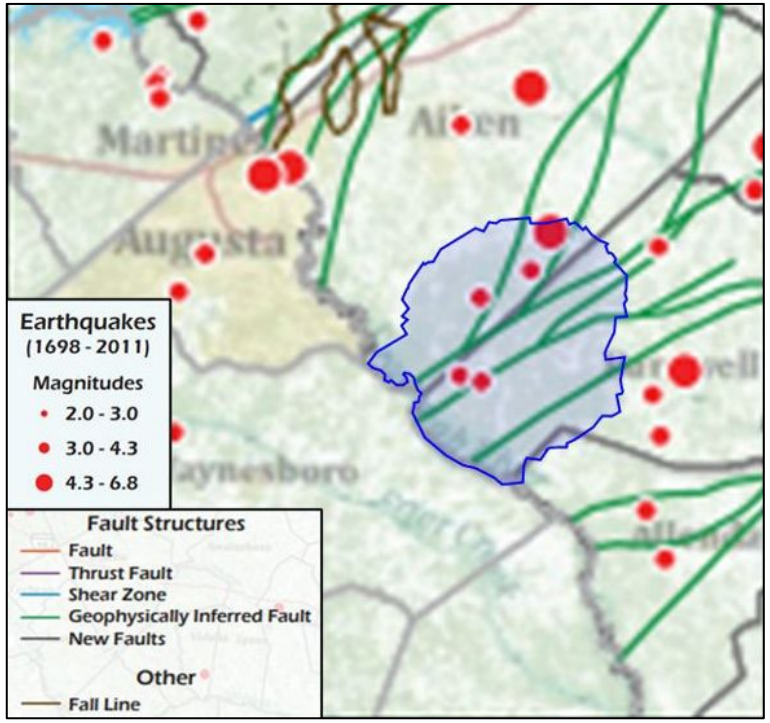


Figure 3-5. Site Response categories and depth to pre-Cretaceous rock.

Geologic Hazards







https://www.dnr.sc.gov/geology/pdfs/GGMS5.pdf

https://www.dnr.sc.gov/geology/pdfs/GGMS_Web_Pamphlet.pdf

Fault Structure

https://www.nrc.gov/docs/ML1028/ML102850341.pdf



Figure 10. Regional scale faults for Savannah River Site and vicinity (adapted from Cumbest and others, 1998).

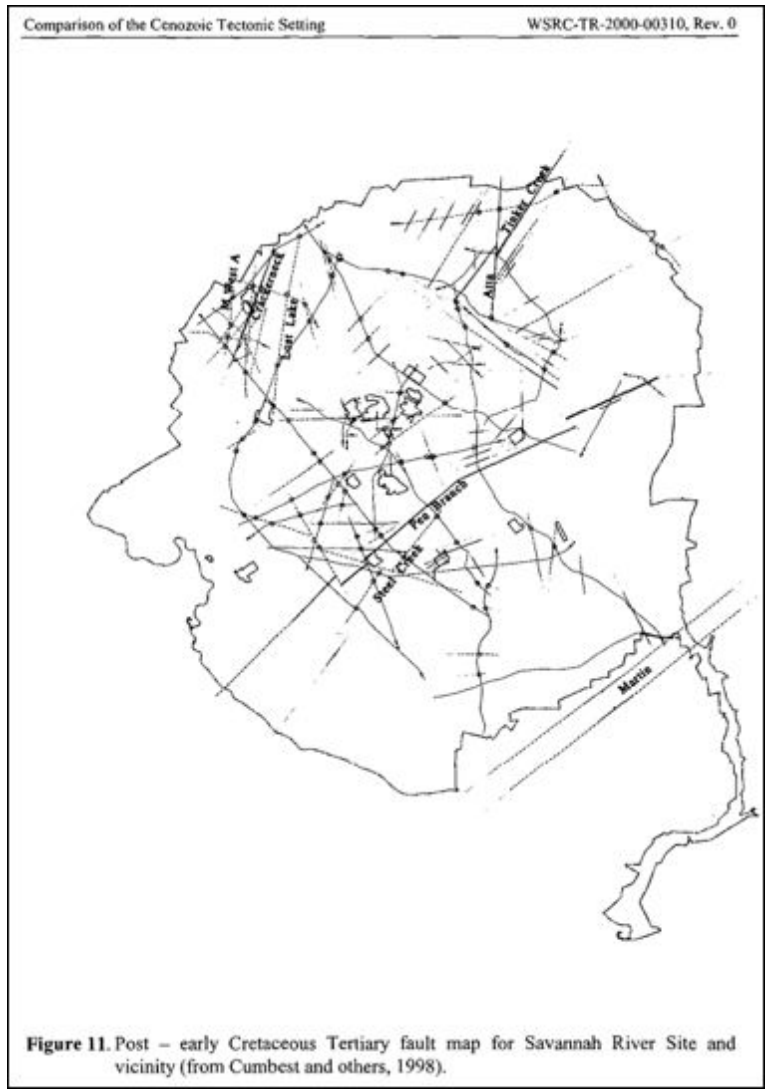
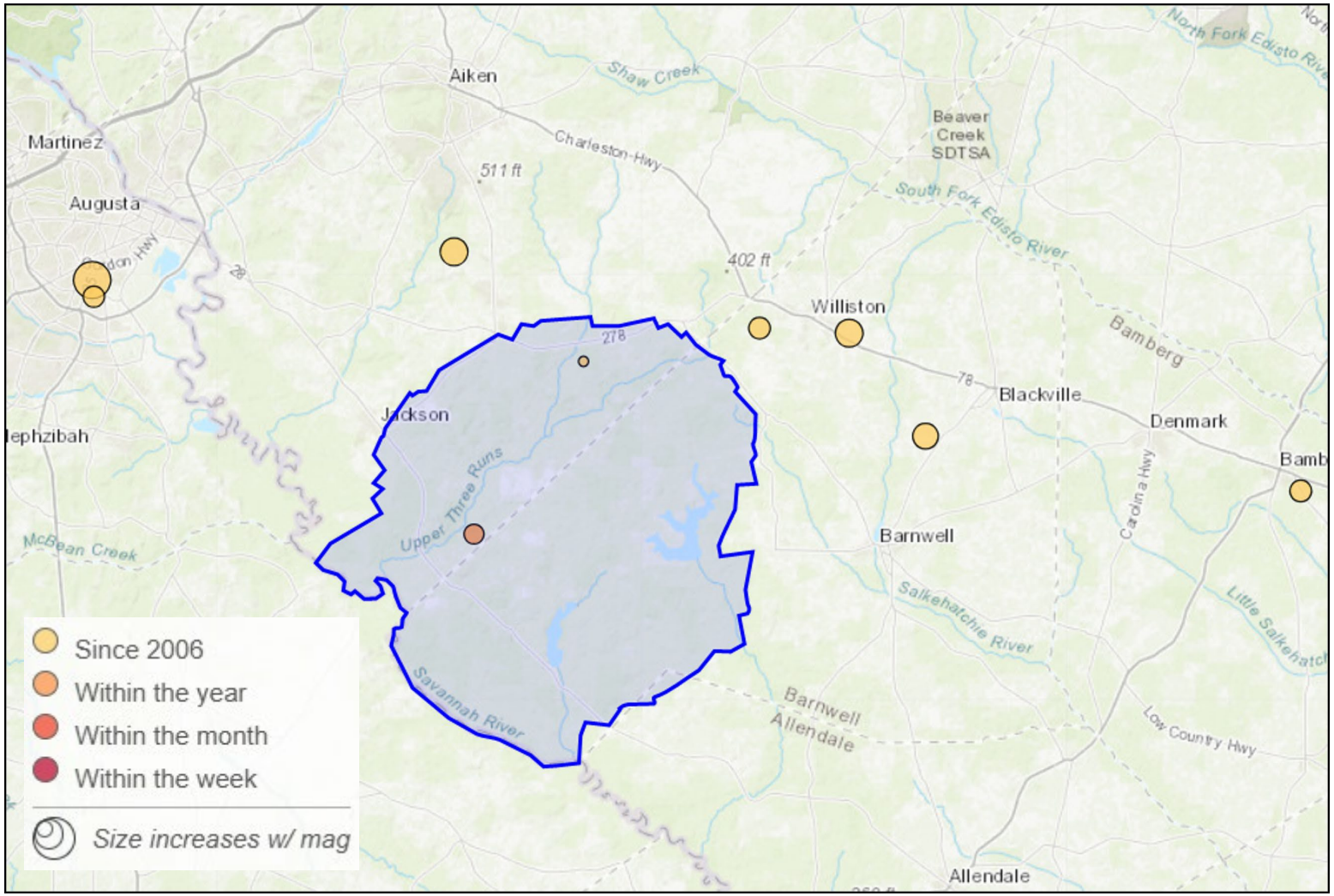


Figure 11. Post – early Cretaceous Tertiary fault map for Savannah River Site and vicinity (from Cumbest and others, 1998).

Earthquake Risk

SCDNR

https://www.dnr.sc.gov/geology/recent-earthquakes.html



Geology / Hydrogeology

[SRS Geology/Hydrogeology Environmental Information]

https://www.osti.gov/servlets/purl/proofs/elsevier/GCA/10526/images/mmc1.pdf

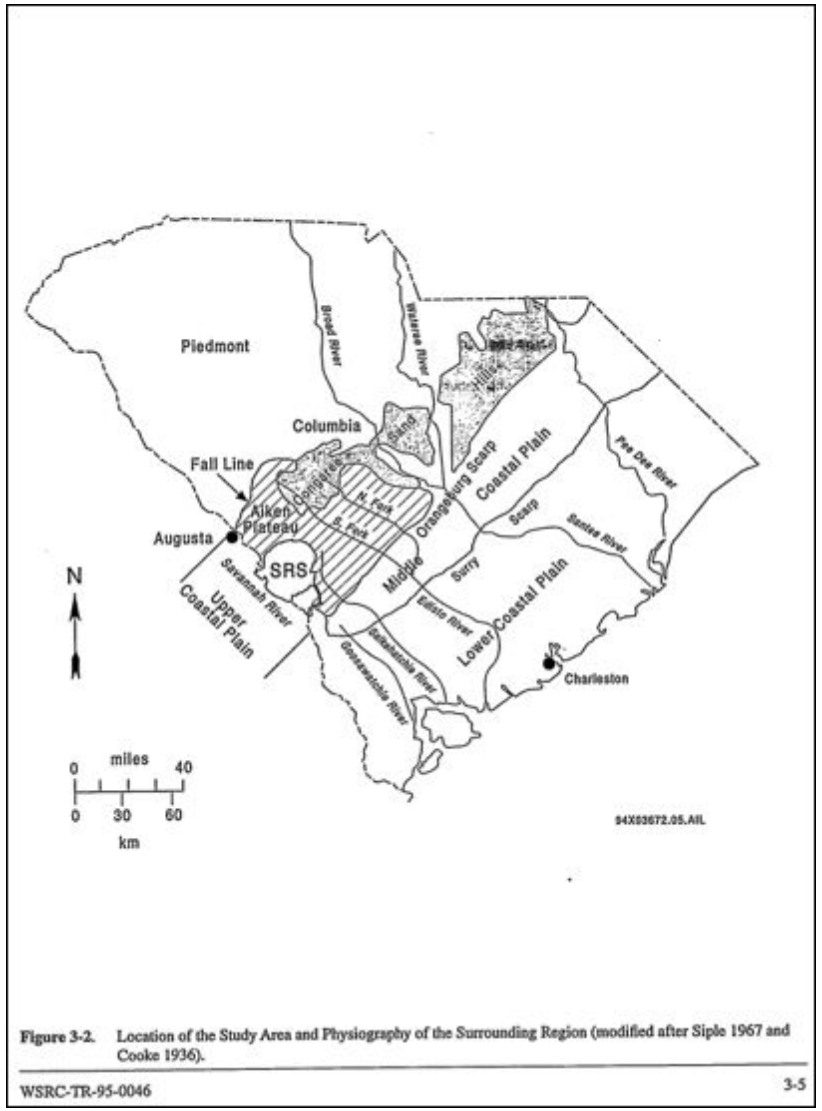


Figure 3-2. Location of the Study Area and Physiography of the Surrounding Region (modified after Siple 1967 and Cooke 1936).

WSRC-TR-95-0046 3-5

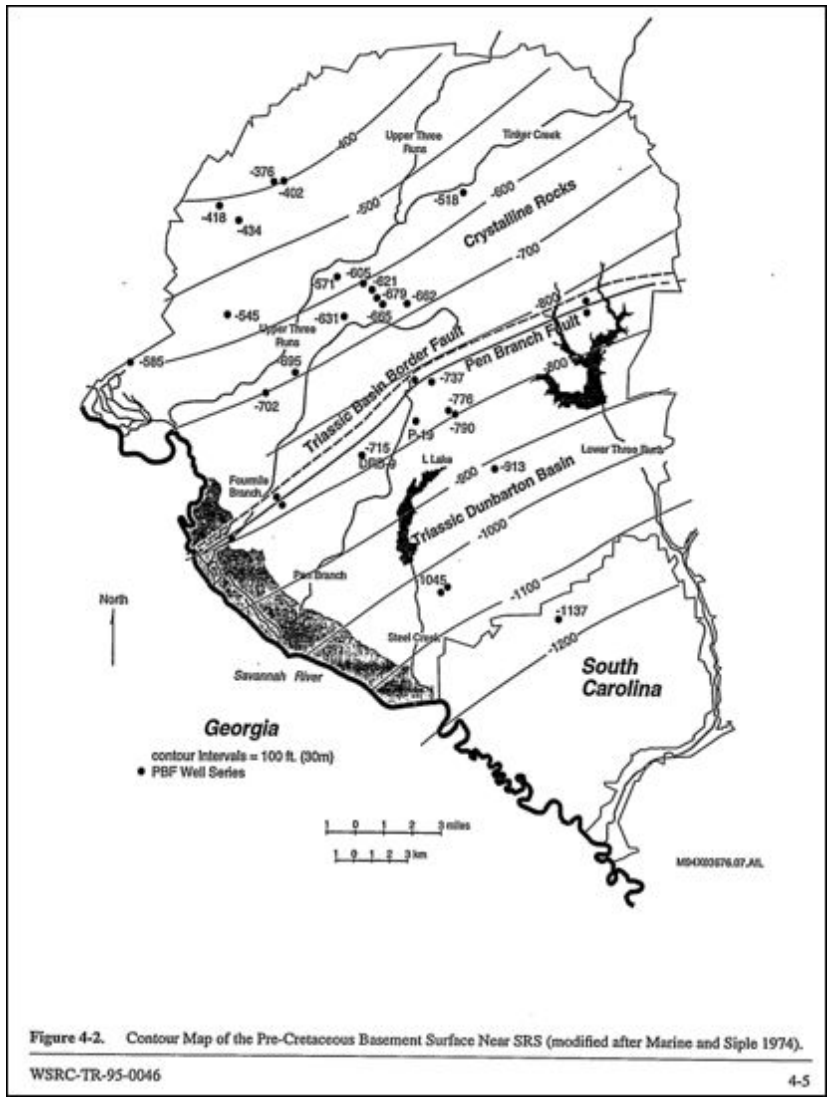
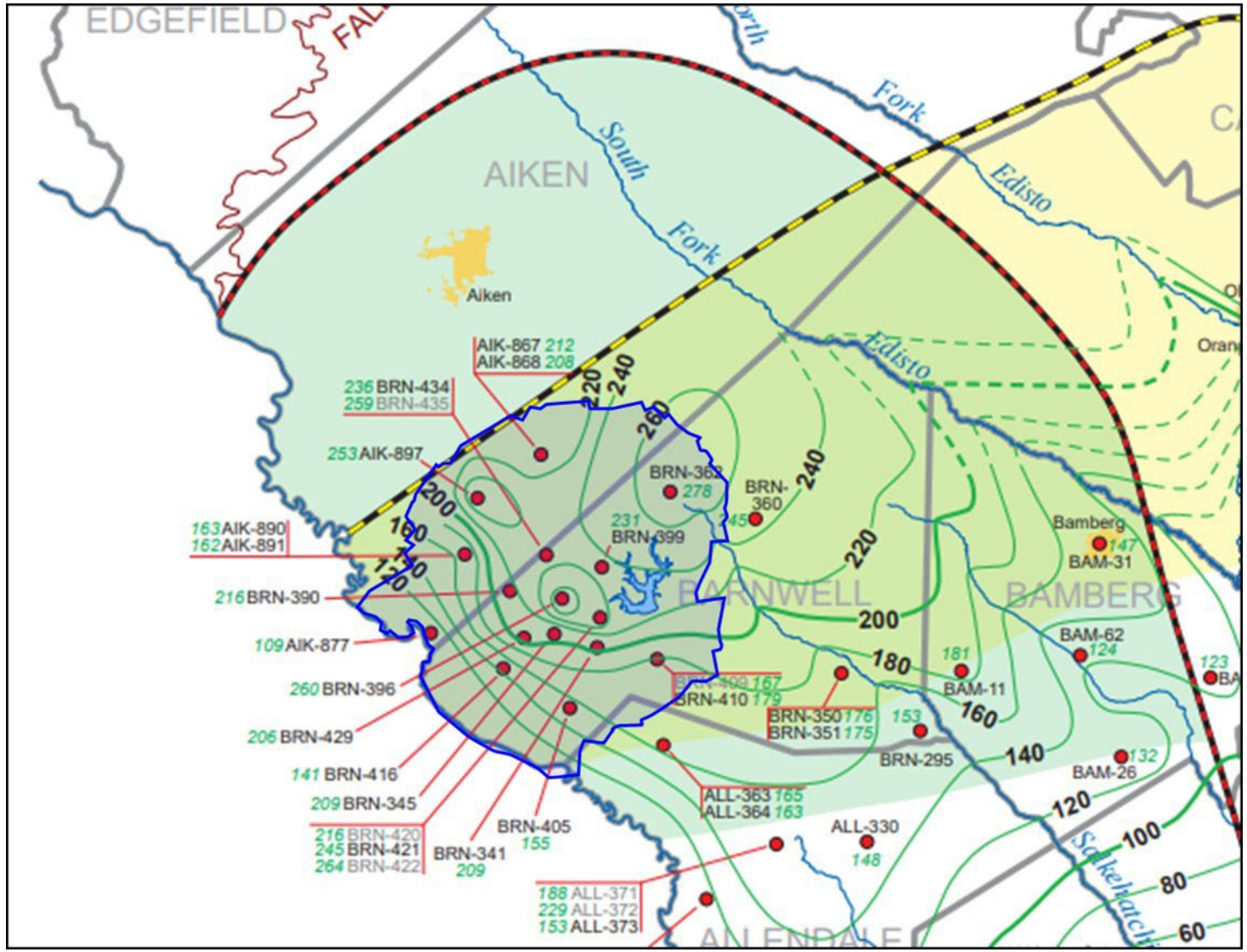


Figure 4-2. Contour Map of the Pre-Cretaceous Basement Surface Near SRS (modified after Marine and Siple 1974).

WSRC-TR-95-0046 4-5

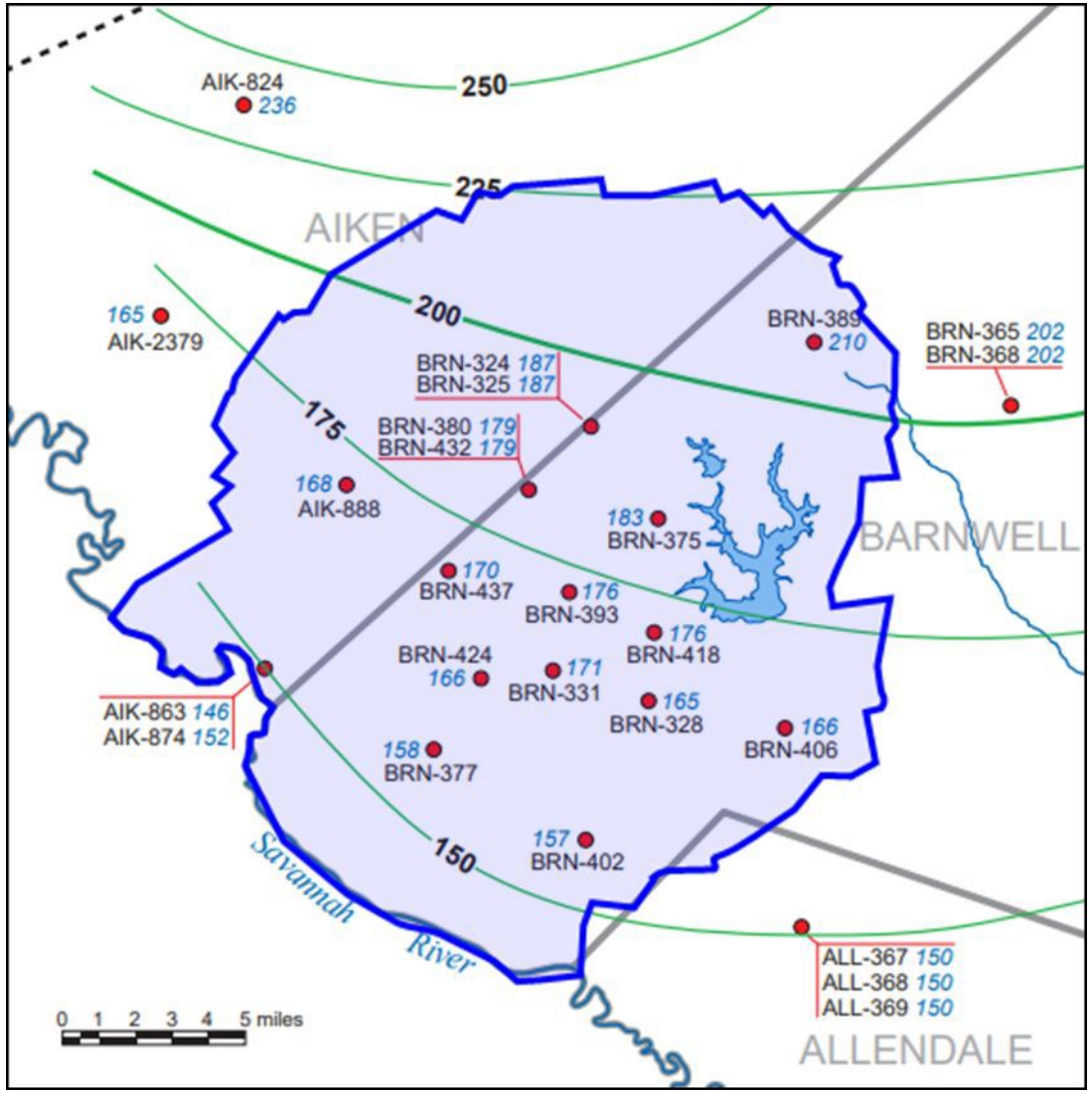
Ground Water – Floridian Aquifers

https://des.sc.gov/sites/des/files/DNR/Hydrology/pdfs/reports/Report_67_Upper-Middle-Floridan_2021.pdf



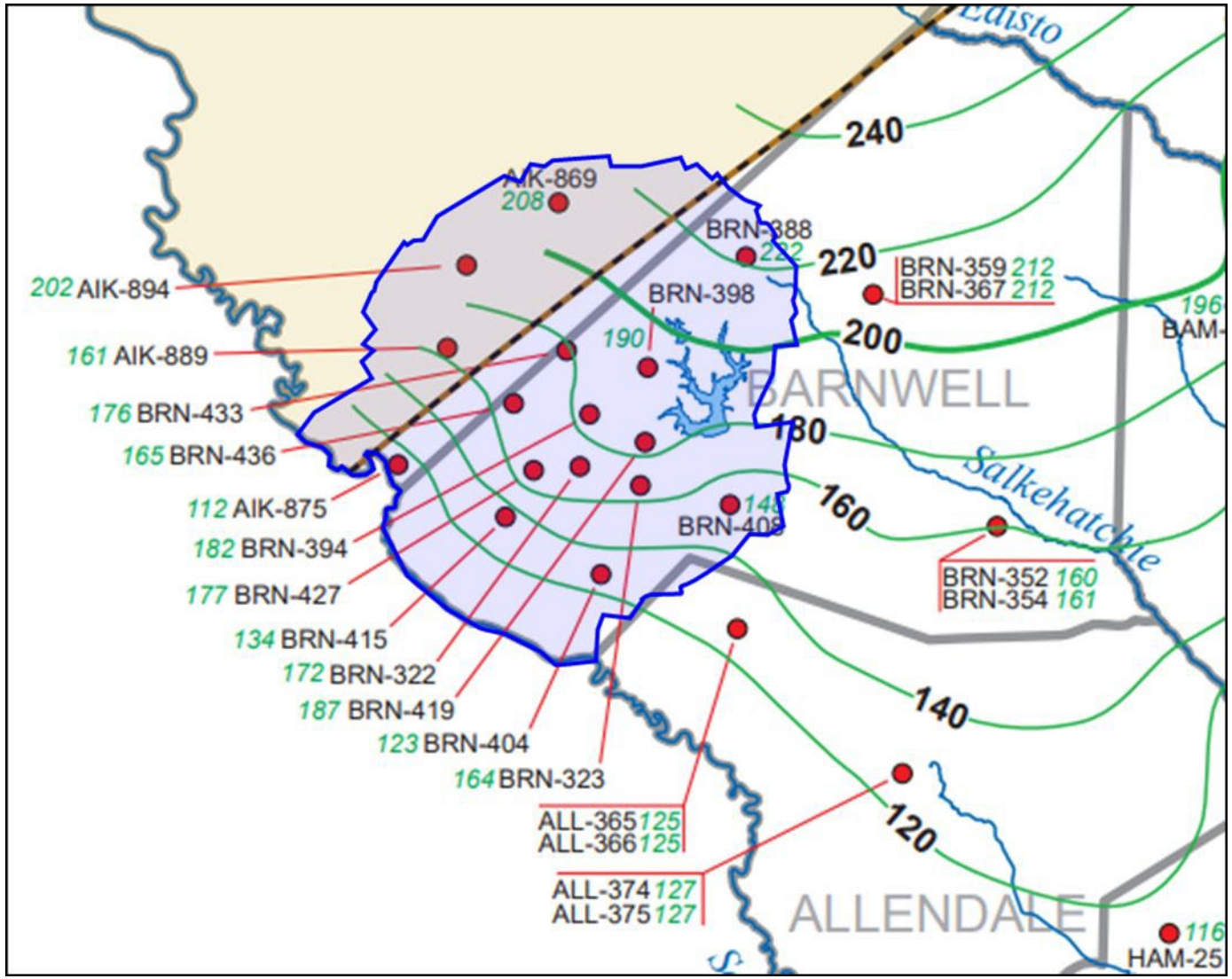
Ground Water – Crouch Branch

https://des.sc.gov/sites/des/files/DNR/Hydrology/pdfs/reports/Report_66_Crouch_Branch_Potentiometric_Map_2020.pdf



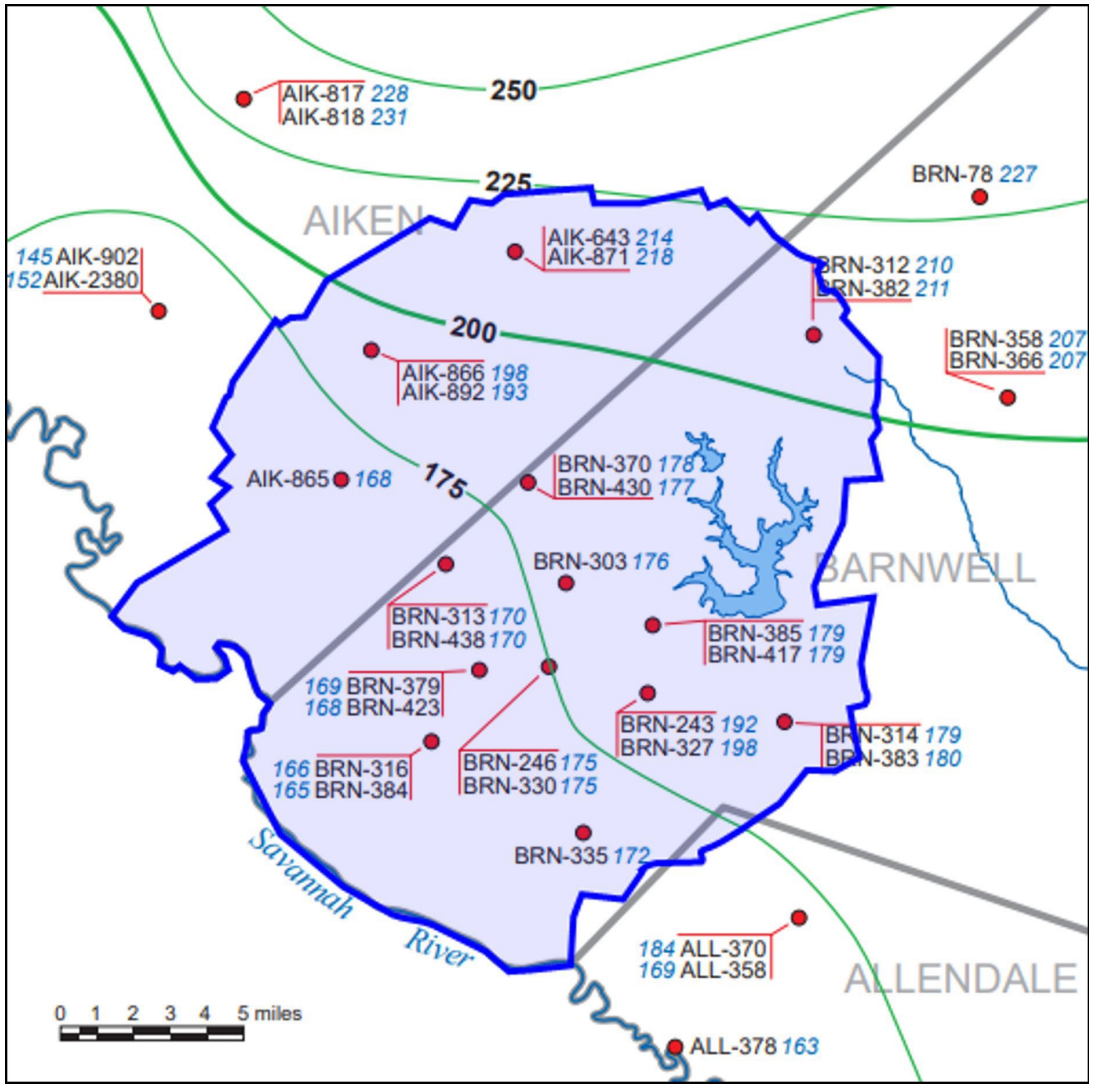
Ground Water – Gordon Aquifer

https://des.sc.gov/sites/des/files/DNR/Hydrology/pdfs/reports/SCDNR_68_Gordon_2021.pdf



Ground Water – McQueen Branch

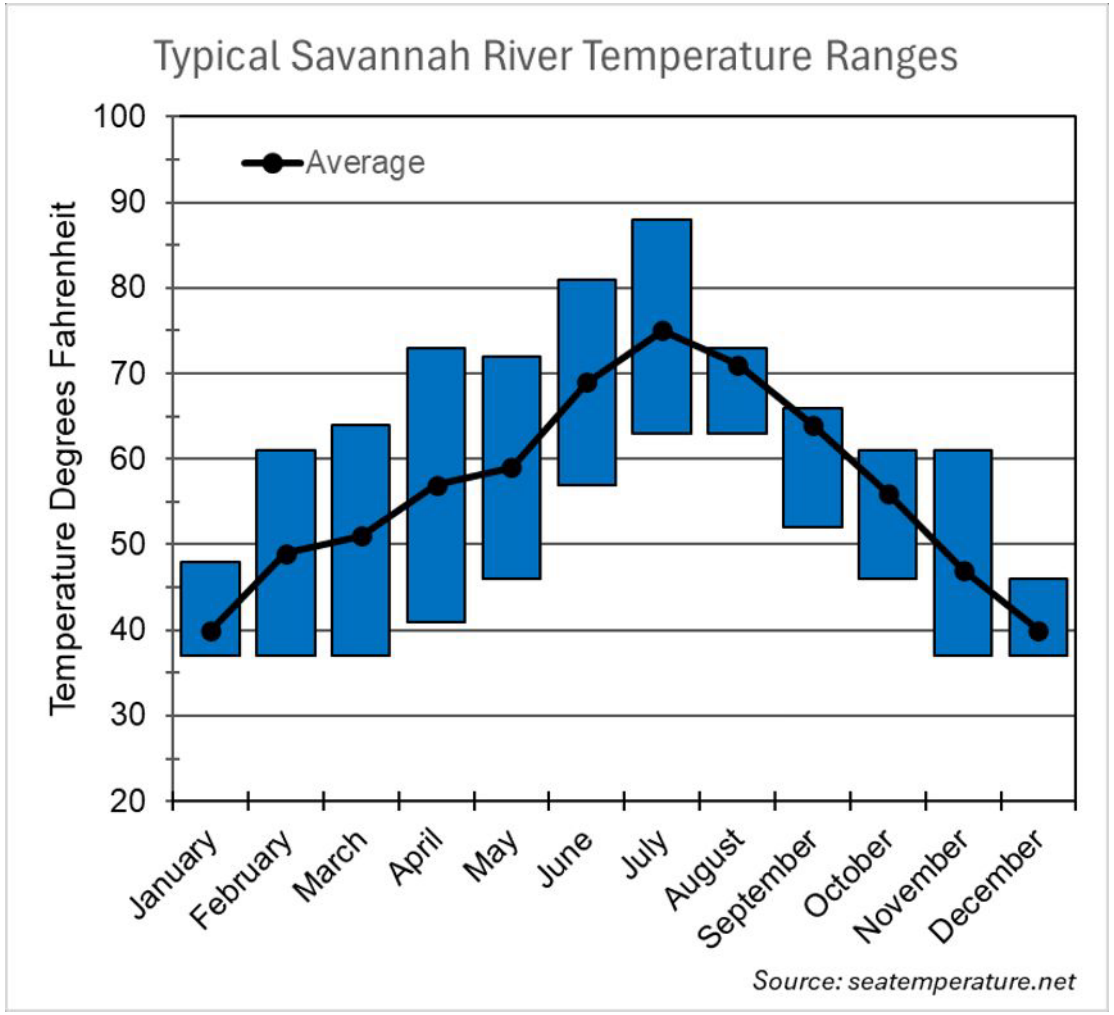
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Savannah River Flow & Temperature

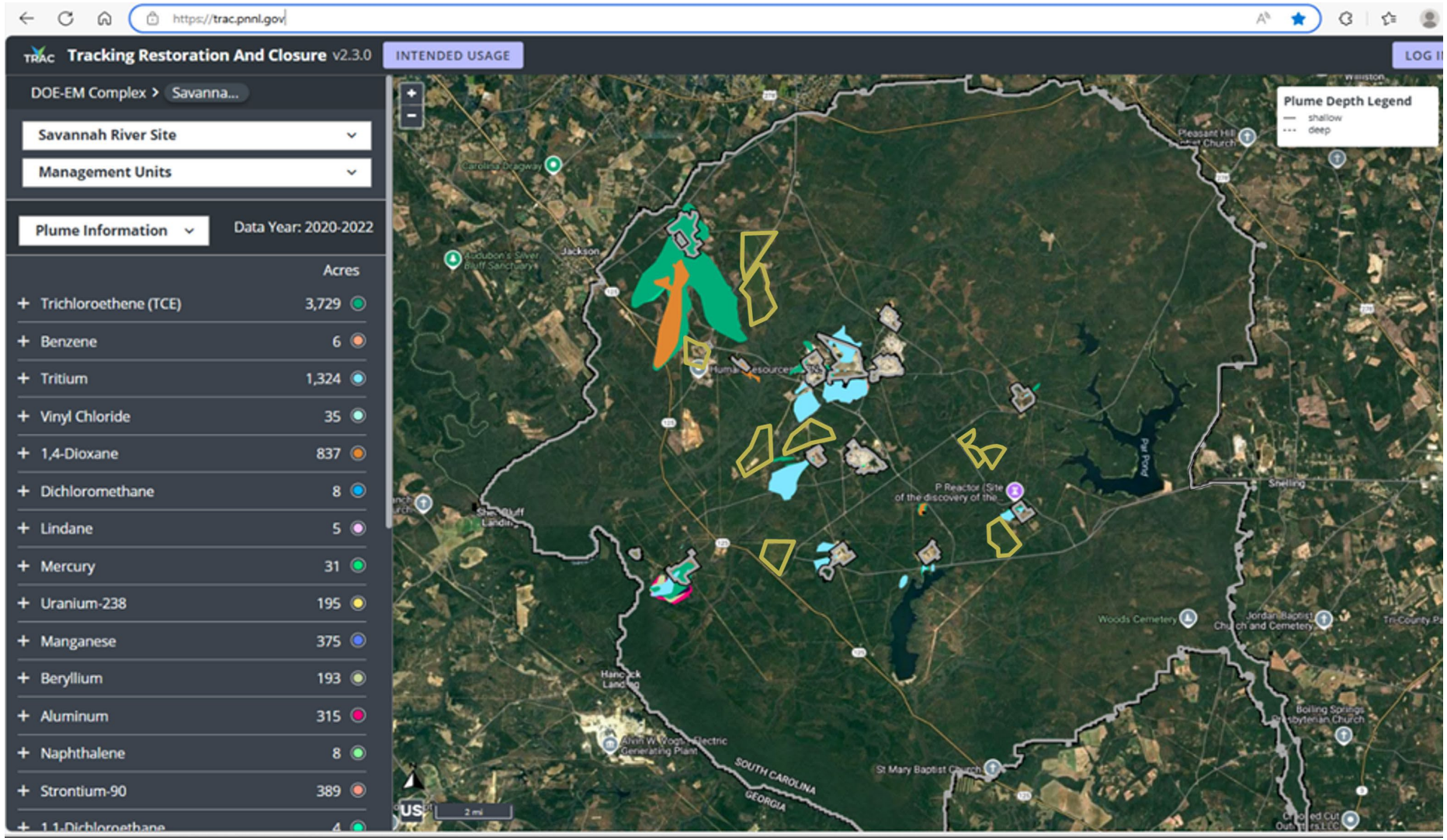


Source: USGS
USGS Station: #021973269
Based on 19 years of data
Discharge, cubic feet per second
4250 ft3/s Low
4770 ft3/s 25th percentile
6520 ft3/s Median
7530 ft3/s 75th percentile
7192 ft3/s Mean
16800 ft3/s High



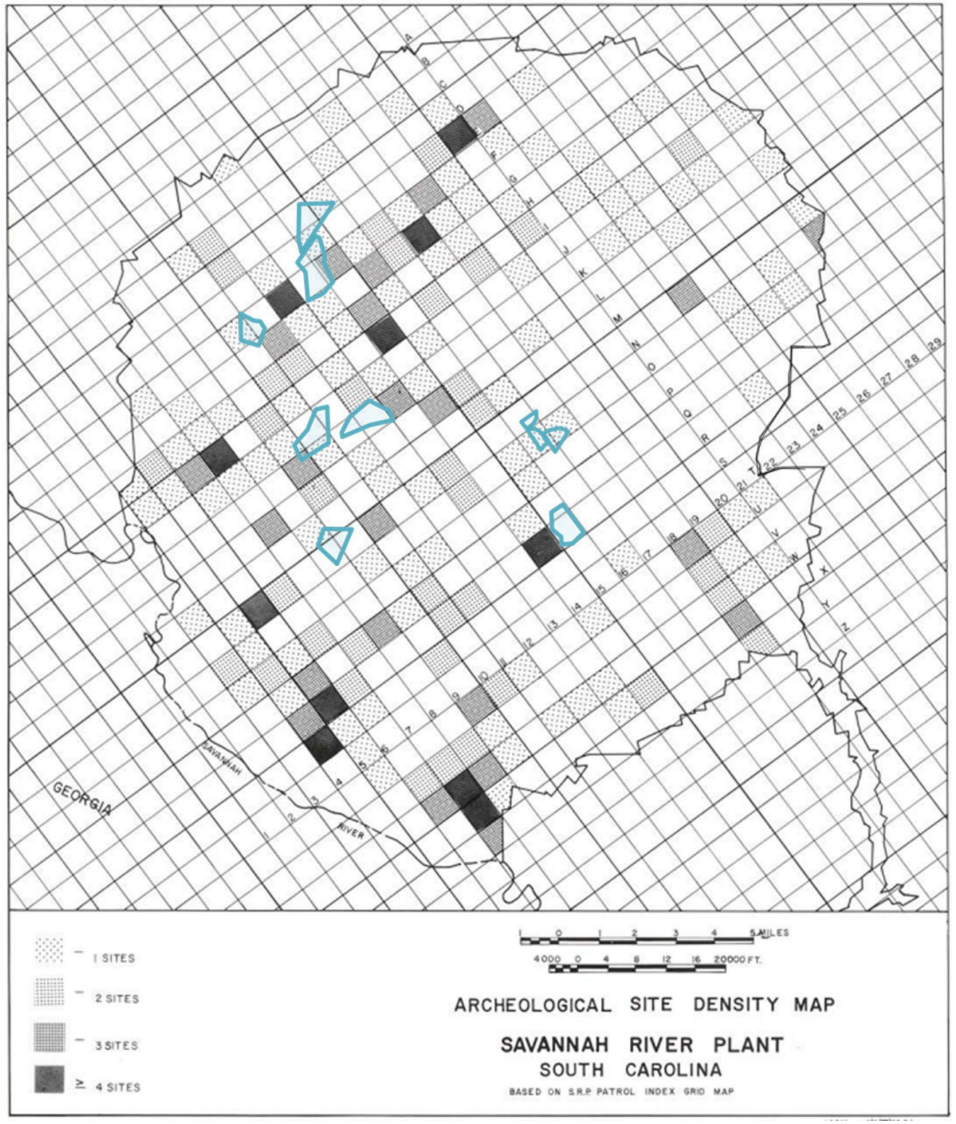
Existing Chemical Plumes

https://trac.pnnl.gov/



Archeological Inventory

https://scholarcommons.sc.edu/cgi/viewcontent.cgi?article=1146&context=archanth_books



Environmental Summary

[Savannah River Site Environmental Report Summary]

https://www.srs.gov/general/pubs/ERsum/er23/docs/SRNS-RP-2024-00004.pdf



Environmental Summary (Continued)

ENVIRONMENTAL INFORMATION DOCUMENT

https://sti.srs.gov/fulltext/WSRC-TR-2005-00201.pdf

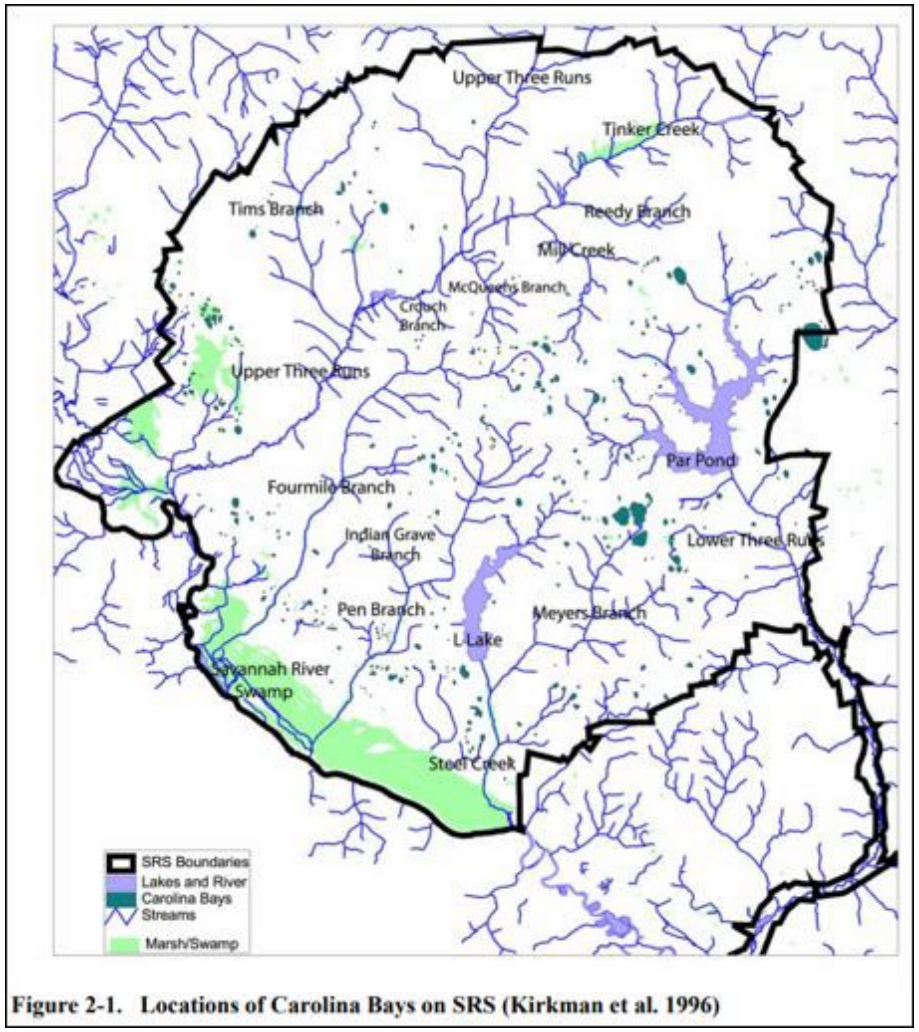
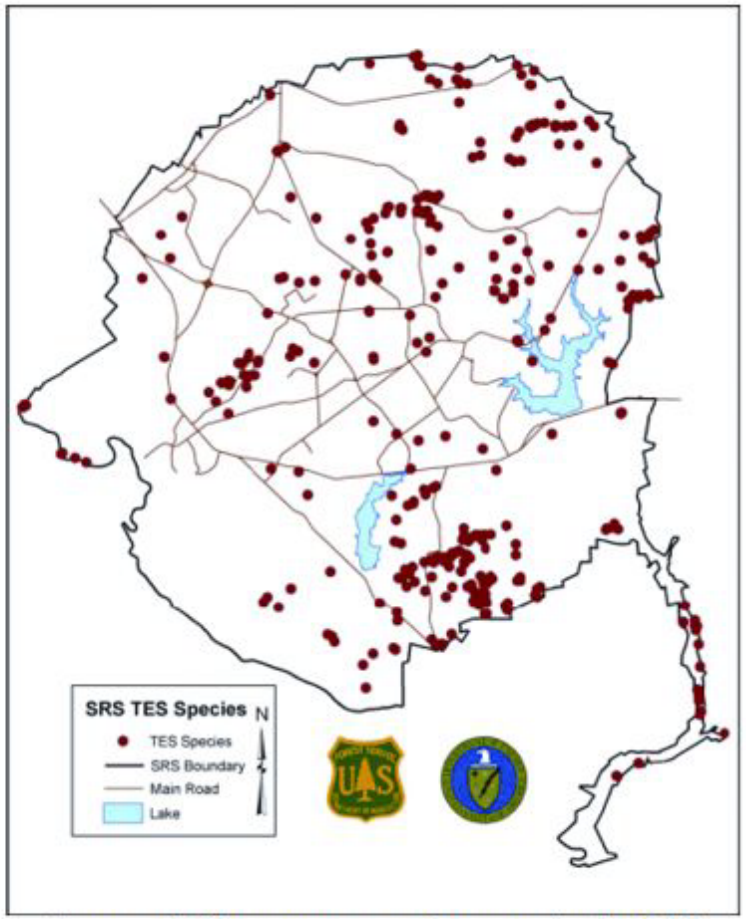


Figure 2-1. Locations of Carolina Bays on SRS (Kirkman et al. 1996)



Source – A. Thompson personal communication 2004

Figure 3-1. Location of Rare and Threatened Plant Species on the SRS

Peace Through Atomic Strength

U.S. DEPARTMENT of ENERGY

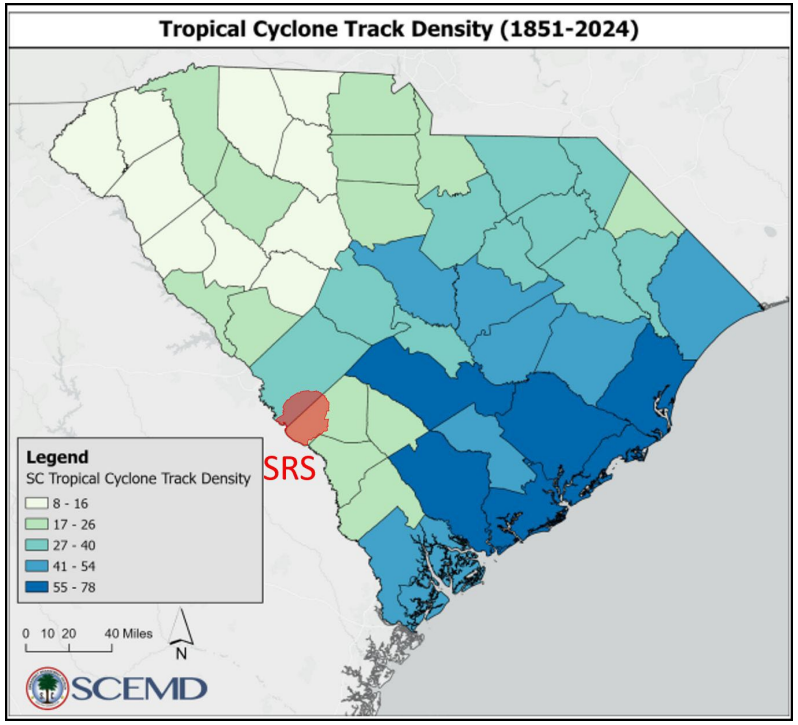
National Nuclear Security Administration

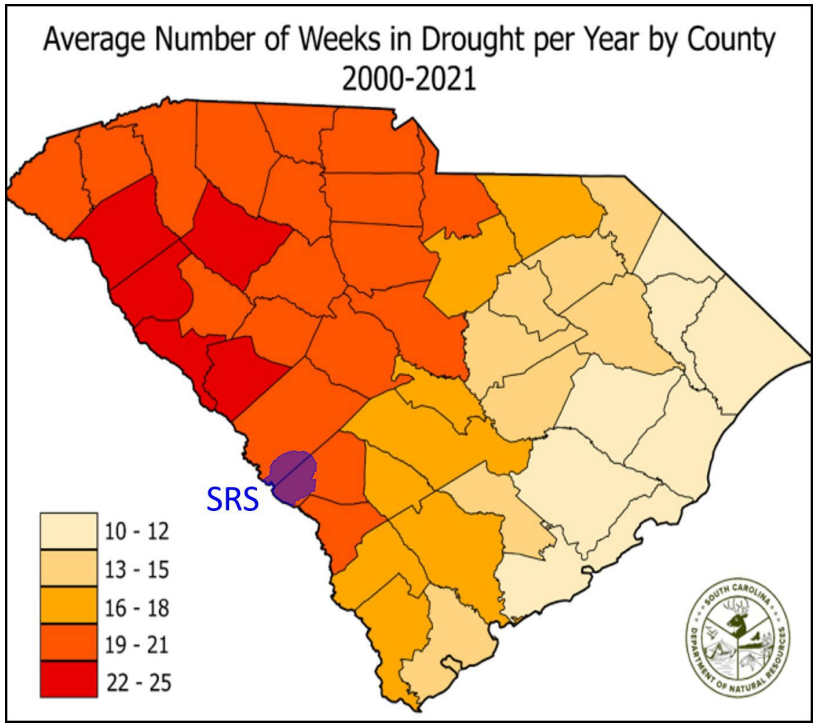
Climate / Weather

https://www.dnr.sc.gov/climate/sco/Publications/SCClimateOverview.pdf

[SC Comprehensive Hurricane Summary]

https://www.dnr.sc.gov/climate/sco/hurricanes/pdfs/SCHurricanesExecutiveSummary.pdf





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National Nuclear Security Administration

Appendix B: Insurance Requirements

Insurance Requirements Checklist		
Site Name: Savannah River Site **Policy Inception:** **Policy Expiration:** **Insured: (Project Owner)**		
Following items apply to <u>All Coverages</u> and must be on all Certificates:		
Named Insured/Loss Payee Certificate Holder (Interest must be full name without abbreviation)	United States Department of Energy c/o [insert DOE POC]	
Address (Street, City, State, Zip Code)	[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 ***Evidence of Property Insurance Form Acord Form 27*** This insurance must be obtained upon completion of construction.	All Risk, on a replacement cost basis, with no coinsurance.	**Full replacement cost value of the buildings, building improvements, and personal property belonging to the Property**
	Property Insurance Deductible	**No greater than $10,000**
	Earthquake coverage and Deductible	**Limits and deductibles as commercially available**
	Flood coverage and Deductible	**Limits and deductibles as commercially available**
	Loss of Rents with extended period of indemnity of 180 days	**Actual Loss Sustained not less than gross rents for one (1) year**
	Boiler and Machinery coverage and Deductible	**Limits and deductibles as commercially available**
	Sewer Backup coverage and Deductible	**Limits and deductibles as commercially available**
	Terrorism Insurance	**Limits and deductibles if available at reasonable rates**
	FOR SUBLESSEES ONLY: All Risk, including business personal property, improvements and betterments, and business interruption subject to an extended period of indemnity.	**Business Interruption: one (1) year of gross rents;** **All Other Property: Limits based on full replacement cost value**
Commercial General Liability ***Certificate of Insurance Acord Form 25*** This insurance must be obtained for operations during or after construction at the Realty	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.	**Between $1,000,000 and $100,000,000 per occurrence, products-completed operations aggregate, and general aggregate per location or per project**

Agreement Premises.	Primary and non-contributory. Combination of primary liability and excess/umbrella liability policies can be used.	
	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 ***Certificate of Insurance Acord Form 25***	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 ***Certificate of Property Insurance Form Acord Form 27***	Evidence of crime insurance or a fidelity bond	**Limits adequate to protect Selectee if this exposure exists**
Environmental Liability or Pollution Legal Liability ***Certificate of Insurance Acord Form 25***	Includes coverage for mold	**Limits adequate to protect Selectee if this exposure exists**
Underground Storage Tank Environmental Insurance ***Certificate of Insurance Acord Form 25***	If any USTs located on the Property	**Limits adequate to protect Selectee if this exposure exists**
Workers' Compensation ***Certificate of Insurance Acord Form 25***	Employees	**Statutory limits**
	FOR SUBLESSEES ONLY: Employees	**Statutory limits**
Employers' Liability ***Certificate of Insurance Acord Form 25***	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**
Builder's Risk ***Evidence of Property Insurance Form Acord Form 27*** This insurance must be obtained upon commencement of construction.	Building and/or improvements on the Realty Agreement Premises	**Full replacement cost value of the building and/or Improvements of the Realty Agreement Premises**
	FOR SUBLESSEES ONLY: This insurance must be obtained upon commencement of construction IF Selectee does not carry such coverage. Building and/or improvements on the Realty Agreement Premises	**Full replacement cost value of the building and/or Improvements of the Realty Agreement Premises**
Note: Acord Form References are typically standard forms used. Some insurance companies have their own version of these forms. Declarations pages from policies and insurance summaries are <u>not</u> considered acceptable evidence of coverage.		

All insurance requirements are deal specific and need to be completed in accordance with the transaction.

Appendix C: Possible Mandatory Clauses

The 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/NNSA'S WORK:

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

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 Lease Agreement or associated agreements for this solicitation or in connection with a subcontract relating to the Lease 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 Lease 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 Lease 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 must 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 must promptly report in writing the possible violation. Such reports must 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 must cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Real Estate Contracting Officer may:

(i) offset the amount of the kickback against any moneys owed by the United States under the Lease Agreement and/or

(ii) direct that the Selectee withhold from sums owed a subcontractor under the Lease 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 must notify the Government 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 Lease Agreement.

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

The “Davis-Bacon Act” may apply to projects awarded under this RFP. Accordingly, if applicable, all laborers and mechanics employed by the selectees, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work assisted in whole or in part under this RFP must be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

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 Lease Agreement will 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.

LEASE AGREEMENT RESTORATION OF PROJECT SITE:

Upon termination, expiration, revocation, or relinquishment of this Lease Agreement, the Selectee must, at no cost to DOE/NNSA and to the reasonable satisfaction of DOE/NNSA, vacate the premises, demolish or remove all or a portion of, as designated by DOE/NNSA, structures or improvements located on the premises, abandon, vacate or remove utilities or other infrastructure from the premises, restore the premises and surrender the premises to DOE/NNSA in the condition it existed on the date the Lease Agreement was executed, unless DOE/NNSA, at its sole discretion and subject to applicable law, elects to retain all or a portion of the Lease Agreement improvements located on the premises, without compensation to the Selectee(s). In coordination with the DOE/NNSA Field Office, Selectee(s) will be responsible for conducting a baseline survey of the site in accordance with accepted standards and methods and developing a Physical Condition Report to establish the physical, environmental and ecological condition of the land to establish a reference for restoration activities discussed below. The Physical Condition Report will be incorporated into the lease agreement. Selectee(s) must give the DOE/NNSA Field Office a copy of the baseline survey prior to commencement of improvements at the site. Selectee(s) must retain copies of the baseline survey in its records for the duration of the Lease. Upon expiration or earlier termination of the Lease, Selectee(s) must consult with the DOE/NNSA Field Office to identify an appropriate reference plot(s) elsewhere on the DOE/NNSA property to serve as a benchmark for restoration of the site to include terrestrial and aquatic (lotic, riparian, and wetland) features of the type impacted by improvements. The DOE/NNSA Field Office must establish reasonable restoration objectives, standards, and metrics for restoration completion and the duration of monitoring and adaptive management to achieve restoration targets, which is typically more than five years depending on the ecosystem type and the impacts to it. Additionally, the Selectee(s) must be responsible for any remediation costs and/other costs associated with returning the premises to the condition it existed on the date the Lease Agreement was executed. The Selectee must remove all waste generated by the Project/Lease 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 must require repair, rebuilding, or replacement resulting from loss or damage, the Selectee must promptly give notice to DOE/NNSA and, to the extent of its liability, must, upon demand, either compensate DOE/NNSA for such loss or damage or must rebuild, replace, or repair the item or items of the premises or facilities lost or damaged as DOE/NNSA may elect. In the event the Selectee must have effected any repair, rebuilding, or replacement as required herein, DOE/NNSA must direct payment to the Selectee of so much of the proceeds of any insurance carried by the Selectee and made available to DOE/NNSA 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 must 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 must promptly refund to DOE/NNSA the amount of such proceeds.

CULTURAL RESOURCES, WILDLIFE, AND LAND AREAS:

(a) Selectee must 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 must be re-vegetated or stabilized as appropriate. Selectee must maintain an effective invasive plant species management program. Selectee must develop and implement a wildfire management plan that is consistent with the integrated site-wide Wildfire Management Plan required by DOE Order 420.1C. Selectee must assess and mitigate ignition risks through all Project phases.

(b) Selectee and its Authorized Personnel must cooperate with DOE/NNSA 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 remains and objects protected by the Native American Graves Protection and Repatriation Act (NAGPRA), campsites, relics, and artifacts. DOE/NNSA may conduct or require Selectee to conduct a cultural resources survey prior to ground disturbance activities. Whenever cultural resources are discovered, Selectee must notify DOE/NNSA as soon as possible and protect the affected area and material from further disturbance until receiving both DOE/NNSA approval and direction to proceed, which DOE/NNSA must provide as expeditiously as feasible. Any required mitigation will be at the expense of Selectee.

RESEARCH, TECHNOLOGY AND ECONOMIC SECURITY

No Entity of Concern as defined in Section 10114 of Public Law 117-167 (42 USC 18912) may participate in the Project.

The Project is subject to an ongoing research, technology, and economic security risk review and monitoring to identify potential risks of undue foreign influence. As part of the review, DOE/NNSA may require the Selectee and/or Project team members for additional information to inform the review.

DOE/NNSA may share information regarding the risks identified as part of the RTES due diligence review process or monitoring with other Federal agencies.

In the event an RTES risk is identified, DOE/NNSA may require risk mitigation measures, including but not limited to, requiring that an individual or entity not participate in the Project. If significant risks are identified and cannot be sufficiently mitigated, DOE/NNSA may terminate the lease or easement.

DOE/NNSA's decision regarding a due diligence review is not appealable.

The Selectee and Project team members must make reasonable efforts to ensure that DOE/NNSA has up to date Transparency of Foreign Connections disclosures. If circumstances change which impact the accuracy of the disclosures, the Selectee must submit updated disclosures to DOE/NNSA within fifteen (15) business days of learning of the changed circumstances. The updated disclosure must be provided to rtesinfo@hq.doe.gov and the SRS RTES contact.

The Selectee must provide DOE/NNSA with a 90-day advance notice of the following events, as they relate to the Selectee, Project partners, or Project.

1. Change in ownership or control of the Selectee or team members that increases foreign ownership related to a foreign country of concern.
2. Any new or pending parent company, joint venture, or subsidiary, of entity that is based in or receives funding from any foreign country of concern;
3. Any new or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity based in, or funded by, any foreign country of concern;
4. Any new or pending venture capital or institutional investment by an entity that has a general partner or other individual holding a leadership role who has a foreign affiliation with any foreign country of concern;
5. Any new or pending technology licensing or intellectual property sales or transfers to a foreign country of concern where the underlying technology is in the same technology area as the Project;
6. Any new or pending foreign business entity, offshore entity, or entity outside the United States that is based in, or funded by, any foreign country of concern;
7. Any changes to the Selectee or Project partners' board of directors, including additions to the number of directors and the identity of new directors. Each notification must include a complete up-to-date list of all directors (and board observers), including their full name, shareholder affiliation, date of appointment, voting rights, citizenship, duration of term, as well as a description of observer rights as applicable;
8. Any new or pending indebtedness, liabilities, or obligations to an entity based in, or funded by, any foreign country of concern (whether the Selectee or Project partner is borrower, surety, guarantor, or other);
9. Any of the following changes to the equipment proposed for use on the Project:
    i. Unmanned aircraft, control, and communication components originally made or manufactured in a foreign country of concern (including relabeled or rebranded equipment).
    ii. Coded equipment where the source code is written in a foreign country of concern.
    iii. Equipment from a foreign country of concern that will be connected to the internet or other remote communication system.
    iv. Any entity from a foreign country of concern that will have physical or remote access to any part of the equipment used on the Project after delivery.

DOE/NNSA may require mitigation to address increased risks of undue foreign influence or if the risks cannot be sufficiently mitigated, DOE/NNSA may terminate the lease or easement.

Appendix D: Offeror Cover Page

RFP Response Cover Page

Offeror:

(Name of Company)	(Point of Contact)
(Street Address)	(Telephone Number)
(City, State, and Zip Code)	(Fax Number)
(Email Address)	(Company Website)

Authorized representative and signatory for Offeror:

(Print Name)	(Title)
(Signature)	(Date)

Appendix E: 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).

1. Offeror Submitting Proposal:	
2. Project Client Point of Contact:	Name: Title: Telephone: Email: Address:
3. Project Location:	
4. Project Generation Type (e.g.: Nuclear, Biomass, Solar, 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 accomplished by another party, list the name of said other party):	
14. Discuss complexity of work Company performed on Reference Project:	
15. Describe Safety Performance (Identify Occupational Safety and Health Administration (OSHA) safety statistics [e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)], and 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):	
Note: The Offeror may amend the format for the Appendix, Past Performance Reference Information Form, if 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.	

Appendix F: Potential Adverse Impacts

Below is a list of possible adverse impacts that should be considered in the mitigation plan.

- Increased energy consumption, including potential increased costs to surrounding community/residential customers, grid harmonic issues, and decreased grid stability
- Increased water consumption, water overuse, source disruption and resource depletion
- Water quality issues, including wastewater discharge impacts
- Increased pollution impacts to sensitive populations nearby
- Radiation impacts and radiological risk perception among public
- Thermal pollution, particularly of water
- Land use intensity changes, particularly in and around existing residential and agricultural land
- Habitat disruption, modification, and fragmentation and other threats to wildlife
- Increased wildfire ignition risk, especially from construction activities
- Changes to subsurface hydrology
- Reduced soil quality and soil compaction
- Noise pollution
- Negative visual impacts
- Waste generation and management (including ongoing electronics waste)
- Cultural and historical resource impacts
- Damage to relationships with local communities
- Short term negative impacts from construction activities, including air and water pollution, dust production, noise or light pollution, traffic, and strain on other local infrastructure, such as road usage, fire department, and emergency services.

Appendix G: Workforce Considerations

Below is a sample list of workforce considerations that could be addressed in the Workforce Plan.

- Workforce Size and Composition:
  - Project the number of temporary and permanent jobs to be created.
  - Determine the occupations, skill sets, and number of personnel required for each role and their skill sets.
  - Identify opportunities for hiring local workers, especially if using modular/pre-fabricated data center technology.
- Local Workforce Conditions and availability, such as:
  - Conduct a needs assessment to identify the number of available skilled workers for occupations related to both construction and maintenance.
  - Clearly identify training capacity, including but not excluded to, instructors, equipment, and facilities.
  - List the Registered Apprenticeship Programs, pre-apprenticeship programs, and other workforce pipelines.
  - Understand the wraparound services and local infrastructure, including but not excluded to, emergency/first responder services, transportation, road maintenance, childcare, housing stock.
  - Explore the regional landscape of competing workforce demands from other infrastructure and supply chain projects.
- Opportunities for Partnership:
  - Identify local governments (town, county, etc.), workforce agencies and local workforce boards, economic development agencies, land grants and university extensions, community and technical colleges, school boards, labor organizations, and other training providers to address workforce needs.
  - Access DOE/NNSA national laboratories to address workforce gaps; developing curricula and training programs tailored to project skillsets.
- Recruitment and Retention:
  - Establish strategies for attracting qualified candidates and retaining existing employees.
  - Establish partnerships with academic institutions, nonprofit entities, and other organizations with expertise in AI and computer science education to collaboratively develop online educational resources focused on teaching K-12 students foundational AI literacy and critical thinking skills.

Field Offices will work with the Selectee(s) during the lease negotiation to identify additional considerations not covered in the initial Workforce Plan. Field Offices may also recommend additional workforce planning measures if the workforce activities proposed in the Mitigation Plan and Risk Management Plan are inadequate.

Appendix H: Denial of Double Benefit

Applicable Law

Section 5.0141(d) of the OBBBA sets out the statutory framework of the restriction related to DOE's authority to guarantee loans under Title 17 of the Energy Policy Act of 2005:

(2) Denial of double benefit.--Except as provided in paragraph (3), none of the amounts made available under this section for loan guarantees shall be available for commitments to guarantee loans for any projects under which funds, personnel, or property (tangible or intangible) of any Federal agency, instrumentality, personnel, or affiliated entity are expected to be used (directly or indirectly) through acquisitions, contracts, demonstrations, exchanges, grants, incentives, leases, procurements, sales, other transaction authority, or other arrangements to support the project or to obtain goods or services from the project.

(3) Exception.--Paragraph (2) shall not preclude the use of the loan guarantee authority provided under this section for commitments to guarantee loans for--

(A) projects benefitting from otherwise allowable Federal tax benefits;

(B) projects benefitting from being located on Federal land pursuant to a lease or right-of-way agreement for which all consideration for all uses is--

(i) paid exclusively in cash;

(ii) deposited in the Treasury as offsetting receipts; and

(iii) equal to the fair market value;

(C) projects benefitting from the Federal insurance program under section 170 of the Atomic Energy Act of 1954 (42 U.S.C. 2210); or

(D) electric generation projects using transmission facilities owned or operated by a Federal Power Marketing Administration or the Tennessee Valley Authority that have been authorized, approved, and financed independent of the project receiving the guarantee.

LPO's Application of the Federal Support Restriction

Generally, DOE cannot finance projects that are expected to benefit from certain other forms of federal support, including grants, cooperative agreements, or other loan guarantees from federal agencies or entities. The federal support restriction exists to ensure that an LPO loan is not repaid using other federal dollars. Federal support that pre-dates an LPO loan or that impacts an aspect of the project that is fully separate from the LPO loan may not trigger federal support restrictions.

Companies or projects that have previously benefitted from federal support but no longer do (e.g., have exhausted the grant or repaid the loan in question) will not encounter federal support restrictions. If a company or project currently benefits from federal support, the applicant should evaluate whether this federal support impacts the same project or phases of a project for which the applicant is seeking LPO financing. The expectation of federal support should be assessed at the time of the loan guarantee conditional commitment.

The mere possibility of federal support at the time of conditional commitment is insufficient to trigger the restriction.

LPO's underwriting process requires confirmation that the project is not dependent upon future federal spending for its viability and ability to repay a guaranteed loan. The federal support restriction is not intended to bar all federal funds that may be traced to a Title 17-supported project or loan application. For the restriction to apply, the support or purchase must be directed clearly to the project, as distinct from more generalized objectives, such as an ordinary course purchase of goods or services from commercial counterparties in market-based arms' length transactions. LPO works with applicants to conduct a fact-specific analysis to determine the applicability of the denial of double benefit rule for particular projects.