

MIDWEST ALLIANCE FOR CLEAN  
**HYDROGEN**



**MachH2 NEPA Contractor Request for Proposals**

**December 2, 2024**

**Addendum #1 – December 16, 2024**

## MachH2 NEPA Firm Request for Proposals – Addendum #1

To all Prospective Proposers:

This addendum hereby appends the

1. [Disclosure of Lobby Activities Form](#)
2. NEPA disclosure statement form

to the MachH2 NEPA Firm Request for Proposals dated December 2, 2024. Appended forms should be completed and included in your proposal submission. Also included in the addendum are the following:

- FAQs submitted by 12/13/2024.
- The requirement to submit Attachment E: Acknowledgment of Receipt/Notice of Intent form is being waived. Interested bidders will need to submit their respective responses by **January 6, 2025**.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
4040-0013

Review Public Burden Disclosure Statement

|   |  |  |
|---|--|--|
| <b>1. * Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input checked="" type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance  | <b>2. * Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input checked="" type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award                                       | <b>3. * Report Type:</b><br><input checked="" type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change |
| <b>4. Name and Address of Reporting Entity:</b><br><input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee<br>* Name: <input style="width: 100%;" type="text"/><br>* Street 1: <input style="width: 45%;" type="text"/> Street 2: <input style="width: 45%;" type="text"/><br>* City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%; border-bottom: 1px solid black;" type="text"/> Zip: <input style="width: 15%; border-bottom: 1px solid black;" type="text"/><br>Congressional District, if known: <input style="width: 40%; border-bottom: 1px solid black;" type="text"/>  |  |  |
| <b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b><br><div style="border: 1px solid black; height: 100px; width: 100%;"></div>   |  |  |
| <b>6. * Federal Department/Agency:</b><br><input style="width: 100%; border-bottom: 1px solid black;" type="text"/>   | <b>7. * Federal Program Name/Description:</b><br><input style="width: 100%; border-bottom: 1px solid black;" type="text"/><br>CFDA Number, if applicable: <input style="width: 80%; border-bottom: 1px solid black;" type="text"/> |  |
| <b>8. Federal Action Number, if known:</b><br><input style="width: 100%; border-bottom: 1px solid black;" type="text"/>   | <b>9. Award Amount, if known:</b><br>\$ <input style="width: 80%; border-bottom: 1px solid black;" type="text"/>   |  |
| <b>10. a. Name and Address of Lobbying Registrant:</b><br>Prefix: <input style="width: 10%; border-bottom: 1px solid black;" type="text"/> * First Name: <input style="width: 40%; border-bottom: 1px solid black;" type="text"/> Middle Name: <input style="width: 40%; border-bottom: 1px solid black;" type="text"/><br>* Last Name: <input style="width: 45%; border-bottom: 1px solid black;" type="text"/> Suffix: <input style="width: 10%; border-bottom: 1px solid black;" type="text"/><br>* Street 1: <input style="width: 45%; border-bottom: 1px solid black;" type="text"/> Street 2: <input style="width: 45%; border-bottom: 1px solid black;" type="text"/><br>* City: <input style="width: 30%; border-bottom: 1px solid black;" type="text"/> State: <input style="width: 30%; border-bottom: 1px solid black;" type="text"/> Zip: <input style="width: 15%; border-bottom: 1px solid black;" type="text"/>  |  |  |
| <b>b. Individual Performing Services (including address if different from No. 10a)</b><br>Prefix: <input style="width: 10%; border-bottom: 1px solid black;" type="text"/> * First Name: <input style="width: 40%; border-bottom: 1px solid black;" type="text"/> Middle Name: <input style="width: 40%; border-bottom: 1px solid black;" type="text"/><br>* Last Name: <input style="width: 45%; border-bottom: 1px solid black;" type="text"/> Suffix: <input style="width: 10%; border-bottom: 1px solid black;" type="text"/><br>* Street 1: <input style="width: 45%; border-bottom: 1px solid black;" type="text"/> Street 2: <input style="width: 45%; border-bottom: 1px solid black;" type="text"/><br>* City: <input style="width: 30%; border-bottom: 1px solid black;" type="text"/> State: <input style="width: 30%; border-bottom: 1px solid black;" type="text"/> Zip: <input style="width: 15%; border-bottom: 1px solid black;" type="text"/>  |  |  |
| <b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b><br>* Signature: <input style="width: 100%; border-bottom: 1px solid black;" type="text"/><br>* Name: Prefix: <input style="width: 10%; border-bottom: 1px solid black;" type="text"/> * First Name: <input style="width: 40%; border-bottom: 1px solid black;" type="text"/> Middle Name: <input style="width: 40%; border-bottom: 1px solid black;" type="text"/><br>* Last Name: <input style="width: 45%; border-bottom: 1px solid black;" type="text"/> Suffix: <input style="width: 10%; border-bottom: 1px solid black;" type="text"/><br>Title: <input style="width: 30%; border-bottom: 1px solid black;" type="text"/> Telephone No.: <input style="width: 30%; border-bottom: 1px solid black;" type="text"/> Date: <input style="width: 30%; border-bottom: 1px solid black;" type="text"/> |  |  |
| <b>Federal Use Only:</b>  |  | Authorized for Local Reproduction<br>Standard Form -LLL (Rev. 7-97)  |

**DISCLOSURE STATEMENT**

**U.S. Department of Energy  
Office of Clean Energy Demonstrations  
NEPA Disclosure Statement**

**FOR PREPARATION OF THE  
NEPA DOCUMENTS FOR  
THE MIDWEST ALLIANCE FOR CLEAN HYDROGEN (MACHH2)**

The Council on Environmental Quality (CEQ) Regulations at Code of Federal Regulations (CFR) Title 40, Parts 1500-1508 have been adopted by the U.S. Department of Energy (DOE) at 10 CFR 1021. 40 CFR 1506.5(c) provides that agencies may authorize a contractor to prepare an environmental document under the supervision and direction of the agency. 40 CFR 1506.5(c)(4) further directs the agency to prepare a disclosure statement for the contractor's execution specifying that the contractor has no financial or other interest in the outcome of the action.

DOE does not consider the potential for a contractor to perform future engineering and design work to present a conflict of interest in the outcome of an action.

In accordance with these requirements, [CONTRACTOR] shall complete this disclosure statement.

[CONTRACTOR], on behalf of itself, its subsidiaries, and its employees, hereby certifies as follows, to the best of its knowledge as of the date set forth below:

[CONTRACTOR] has no financial or other interest in the outcome of the project.

If [CONTRACTOR] intends to perform engineering, design, or other work in support of MachH2, [CONTRACTOR] will take efforts to prevent or mitigate any potential conflict, as described in Exhibit A below.

Certified by:

Name \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_ Date \_\_\_\_\_

Exhibit A to  
**U.S. Department of Energy  
Office of Clean Energy Demonstrations  
NEPA Disclosure Statement**

FOR PREPARATION OF THE  
NEPA DOCUMENTS FOR  
THE MIDWEST ALLIANCE FOR CLEAN HYDROGEN (MACHH2)

Description of financial or other interests in project:

Description of efforts to prevent or mitigate potential conflict:

## **MachH2 NEPA Firm Request for Proposals – Q&A**

To all Prospective Proposers:

This Q&A includes all inquiries we have received through Friday, December 13, 2024 and the corresponding answers:

### **Q1. Is a contractor conflicted out if they are working for a member of the alliance on hydrogen projects?**

A1: A contractor must be able to meet the terms of the third-party MOU in order to avoid any conflicts.

### **Q2. Which version of the DOE EIV guidance does DOE plan to use (2014 or 2024)?**

A2: The applicable EIV guidance will be from March 2024.

### **Q3: Can MachH2 provide a submission extension to January 17<sup>th</sup>?**

A3: No, the submission date still remains as Jan 6th, 2025.

### **Q4. Can you provide the Disclosure of Lobbying Activities Form, Nondisclosure Agreement, and NEPA Disclosure Form?**

A4: The [Disclosure of Lobby Activities Form](#) can now be found in Addendum 1 and NEPA Disclosure form can now be found in Addendum 1. The Nondisclosure Agreement will be provided during the contract negotiation/ execution phase.

### **Q5. RFP Section 3.0, Proposal Submission Requirements, Item 7, references a Nondisclosure Agreement. The Nondisclosure Agreement was not provided in the RFP; would you please provide**

A5: The Nondisclosure Agreement will be provided during the contract negotiation/ execution phase.

### **Q6. RFP Section 3.0, Proposal Submission Requirements, Item 8, references the NEPA Disclosure Statement. The form was not provided in the RFP; would you please provide, unless we can use a generic form.**

A6: The NEPA Disclosure Form can now be found in Addendum 1.

### **Q7. RFP Section 3.0, Proposal Submission Requirements, Item 9, References a Lobbying Disclosure Statement. Section 7.0 Disclosure of Lobbying Activities states that all parties must complete the Disclosure of Lobbying Activities Form. However, the form was not provided, would you please provide**

A7: The [Disclosure of Lobby Activities Form](#) can now be found in Addendum 1

**Q8. Can we receive a draft agreement to review preliminary terms?**

A8: The draft agreement will be provided during the contract negotiation/ execution phase.

**Q9. Would you like bidders to include reasonable accommodation services (e.g., sign-language interpreters, Braille flyers) and language translation services (e.g., language interpreters and flyers for non-English speaking attendees) for virtual and in-person meetings within our scope and budget or include as optional that can be added, if needed?**

A9: Please include these reasonable accommodation services and language translation services as optional and provide separate costs for these services for Tasks 4 and 6.1.

**Q10. For Task 6.1 – only two virtual public meetings for the Public Review of the DEIS are noted. Are you looking to reduce the number of virtual meetings from 3 in Scoping to 2 in DEIS or looking to have 3 virtual meetings for both phases of the EIS?**

A10: This will be determined as part of the NEPA on-boarding session once a contract has been executed.

**Q11. Is DOE looking for support to send a mailing notification of the public engagement opportunities to the key stakeholders?**

A11: This will be determined as part of the NEPA on-boarding session once a contract has been executed.

**Q12. For Task 8 – is the intent for bidders to provide scope/fee for this task or is it optional?**

A12: The intent is for bidders to provide scope/fee for these services.

**Q13. For Task 8 – would you like bidders to include preparation of consultation letters and mailing of consultation letters to appropriate parties?**

A13: This will be determined as part of the NEPA on-boarding session once a contract has been executed.

MIDWEST ALLIANCE FOR CLEAN  
**HYDROGEN**



**MachH2 NEPA Contractor Request for Proposals**

**December 2, 2024**



## Table of Contents

|            |   |           |
|------------|---|-----------|
| <b>1.0</b> | <b>Introduction.....</b>                                  | <b>3</b>  |
| 1.1        | Background .....  | 3         |
| 1.2        | Standards and Expectations.....                           | 3         |
| <b>2.0</b> | <b>Proposed Scope of Work (SOW) .....</b>                 | <b>6</b>  |
| <b>3.0</b> | <b>Proposal Submission Requirements.....</b>              | <b>22</b> |
| 3.1        | EVALUATION FACTORS / SUBFACTORS / CRITERIA .....          | 22        |
| 3.1.1      | Weighted Evaluation Criteria .....                        | 23        |
| 3.1.2      | Evaluation Criteria .....                                 | 24        |
| 3.1.3      | Estimated Price (Not Rated) .....                         | 29        |
| <b>4.0</b> | <b>Submission Timeline.....</b>                           | <b>30</b> |
| 4.1        | SOURCE SELECTION DECISION.....                            | 30        |
| <b>5.0</b> | <b>Negotiations .....</b>                                 | <b>30</b> |
| <b>6.0</b> | <b>Terms and Conditions .....</b>                         | <b>30</b> |
| <b>7.0</b> | <b>Disclosure of Lobbying Activities .....</b>            | <b>31</b> |
|            | <b>Attachment A: Memorandum of Understanding.....</b>     | <b>32</b> |
|            | <b>Attachment B: MachH2 Insurance Requirements .....</b>  | <b>38</b> |
|            | <b>Attachment C: Past Performance Questionnaire .....</b> | <b>40</b> |
|            | <b>Attachment D: Cost Estimate Worksheet.....</b>         | <b>41</b> |
|            | <b>Attachment E: Acknowledgement of Receipt.....</b>      | <b>42</b> |

## 1.0 Introduction

### 1.1 Background

The Midwest Alliance for Clean Hydrogen (MachH2) has been selected by the U.S. Department of Energy's (DOE) Office of Clean Energy Demonstrations (OCED) to develop a Regional Clean Hydrogen Hub. The alliance includes a cross section of carbon-free and low-carbon energy producers, clean energy developers, hydrogen technology providers, utilities, major manufacturers, national labs and leading hydrogen technology development and deployment institutions, world-class universities, and groups focused on environmental justice. MachH2 is led by a single entity (MachH2 LLC) as the prime applicant and prime recipient of federal funding through the H2Hub program.

MachH2 is requesting proposals from qualified 3rd party firms to support DOE with the preparation of NEPA documents relating to the programmatic environmental impact statements (PEIS) and related documentation detailed in the scope of work, Section 2. DOE will serve as the lead agency responsible for preparing the NEPA Actions and ensuring the proposed project complies with NEPA in accordance with 40 CFR §1506.5. The third-party contractor will work at the direction of DOE and MachH2.

### 1.2 Standards and Expectations

The contractor will perform work in accordance with the following expectations and measures.

#### 1.2.1 Timeliness

The contractor provides each deliverable when due. If the contractor has raised a schedule risk sufficiently early and seeks to apply corrective actions to avoid delay, DOE and/or MachH2, at its discretion, may authorize a change to the scheduled due date for that deliverable.

#### 1.2.2 Completeness

Each deliverable is complete (e.g., free of placeholders) unless agreed to in advance by DOE and /or MachH2 (e.g., for an early draft) and meets document quality standards.

#### 1.2.3 Quality

Each deliverable must meet the following quality standards:

- meets the requirements of the CEQ and DOE NEPA regulations
- reflects applicable guidance
- covers content in level of detail commensurate with its importance to the analysis
- appropriately addresses all comments provided on the prior iteration and does not repeat previously identified errors
- appropriately addresses all public comments received
- free from technical errors, consistent with the technical data and analyses, and internally consistent
- provides attribution and appropriately cites all sources relied upon to prepare the analysis
- free of typographical, editorial, and grammatical errors (e.g., sentence fragments, incorrect punctuation, misspelled words, incorrect spacing, and inconsistent capitalization)

#### 1.2.4 Readability

Each document that will ultimately be released to the public, including earlier deliverables, must be written in a manner that they can be understood by the general public and present as though it was prepared by a single author.

### 1.2.5 Format

The contractor will prepare meeting agendas and summaries in Microsoft Word format. Unless otherwise directed, other deliverables submitted for review by MachH2 or DOE must be provided in the following formats:

- PDF files with line numbers but no track changes displayed, accompanied by a comment matrix (Microsoft Word or Excel) in which reviewers can cross-reference the line numbers
- Microsoft Word files with no track changes that match the PDF files listed above
- PDF files with track changes displayed for ease of reviewing changes since the last submitted version of the deliverable

All deliverables that will be made available to the public must be fully compliant with Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §749d) and its implementing regulations and associated standards.

### 1.2.6 Acceptance

DOE maintains ultimate authority to review and modify the content of deliverables prepared by the contractor and submitted to DOE. All deliverables will be considered accepted unless otherwise communicated by DOE within 15 business days after the scheduled due date for comments or concurrence.

### 1.2.7 Contract Award

MachH2 reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms possible. MachH2 reserves the right to contact Respondents for clarification of its Response.

The Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Response. The Response will become a part of the official procurement file on this matter without obligation to MachH2.

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the example contract and its general terms and conditions attached as denoted in Section 6. In no event is a Respondent to submit its own standard contract terms and conditions in response to this solicitation. MachH2 will review requested edits and accept or reject the same at its sole discretion.

MachH2 may:

- A. Reject any or all proposals;
- B. Request clarification of minor irregularities, informalities or apparent clerical mistakes;
- C. Waive minor irregularities, informalities or apparent clerical mistakes in offers received
- D. Accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the proposal;
- E. Award multiple contracts as a result of this solicitation;
- F. Reject a proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than prices for some items and prices which are significantly overstated in relation to prices for other items, and if there is a reasonable doubt that the proposal will result in the lowest overall price to MachH2 even though it may be the lowest evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment;

- G. Require oral presentations from any or all offerors, determined to be in the competitive range (offerors will be notified of the time and place for such presentation);
- H. Determine a competitive range, including all proposals that are judged to have a reasonable chance of being selected for award, and negotiate with all offerors within it. (In the event a competitive range is determined, it will be based solely on MachH2's judgment, and Best and Final Offers will be requested at the conclusion of negotiations);or
- I. Funding is fully obligated for this action. However, contract award is subject to Availability of Funds at the time of award.

## 2.0 Proposed Scope of Work (SOW)

The contractor is responsible for providing all services (tasks and deliverables) included in this proposed scope of work unless specifically stated as the responsibility of another party. The contractor shall provide all labor, equipment, and materials to manage, coordinate, and complete the work in accordance with the standards and expectations listed in Section 1.2 and the consolidated delivery schedule in Section 2. Unless otherwise stated, days refer to business days excluding federal holidays.

### Task #1- Project Initiation and Ongoing Project Management

The objective of this task is to establish regular coordination, management protocols, and alignment on the scope of work and responsibilities between the contractor and DOE.

#### Task #1.1 - Post-Award Meeting

The contractor will coordinate with DOE and MachH2 to schedule a post-award meeting (virtual or in-person) to occur within 20 days of contract execution. The primary objectives of the post-award meeting are to make introductions and review the roles and responsibilities of the project management team from each party, receive an overview of the project from MachH2, discuss procedures for transfer of project-related information from MachH2 to DOE and the contractor, discuss any initial comments on the project management plans and templates listed in Section 2, Task #1.2, confirm applicable guidance and templates for contract deliverables, and review the draft baseline schedule for completing the PEIS that includes, at minimum, the deliverables and milestones listed in Section 2.1.

The contractor will prepare and distribute the draft post-award meeting agenda at least 3 days prior to the meeting for review by DOE and MachH2. DOE and MachH2 will request any revisions to the draft agenda at least 1 business day prior to the post-award meeting. The contractor will finalize and distribute the agenda prior to the meeting. No more than 3 days after the meeting, the contractor will distribute a draft post-award meeting summary to DOE and MachH2 concisely capturing key discussion points and action items. DOE and MachH2 will request any revisions within 2 days of receipt and the contractor will distribute the final meeting summary within 1 business day.

#### *Task Deliverables:*

- Post-Award Meeting Agenda (Draft)
- Post-Award Meeting Agenda (Final)
- Post-Award Meeting Summary (Draft)
- Post-Award Meeting Summary (Final)

#### Task #1.2 - Project Management Protocols and Templates

The contractor will prepare and submit drafts of the following project management protocols and templates to MachH2 for review within 20 days of contract execution.

- *Quality Assurance/Quality Control Protocol.* Describes the process by which the contractor will ensure all contract deliverables meet technical requirements and quality standards.
- *Project Team Roster and Communications Protocol.* Presents roles, responsibilities, and contact information for contractor, MachH2, and DOE staff. Establishes what, when, and the mediums through which information will be shared among the project team. DOE and MachH2 will supply relevant information regarding staffing and communication preferences.
- *Baseline Project Schedule.* Detailed baseline schedule that includes, at minimum, the deliverables and milestones listed in Section 2.1 or completing the PEIS and all required consultations.

- *Monthly Project Status Report template.* Annotated template showing proposed structure and content for monthly project status reports. See Section 2, Task # 1.3 for additional details.
- *Programmatic Environmental Impact Statement Analysis Plan.* See Section 2 for additional details.

MachH2 will review and provide comments on the draft project management protocols and templates within 15 days of receipt. The contractor will address MachH2's comments and submit the final project management protocols and templates within 15 days of receiving comments.

*Task Deliverables:*

- Project Management Protocols and Templates, as listed above (Draft)
- Project Management Protocols and Templates, as listed above (Final)

### Task #1.3 - Ongoing Project Management Tasks

The contractor will be responsible for performing the following project management tasks for the duration of the period of performance:

- *Recurring Project Status Meeting.* The contractor will schedule a recurring project management meeting with MachH2 and DOE to be held, in general, on a biweekly basis for the duration of the period of performance. The contractor will prepare a brief summary within 2 days of each meeting and maintain a list of active and completed action items. With limited exceptions communicated in advance, the meetings must be attended at minimum by the contractor's project manager or deputy project manager. Occasional participation of other staff, such as subject matter experts and public outreach staff, may be required.
- *Monthly Status Reports.* The contractor will prepare and submit monthly status reports and invoices to MachH2 by the 15<sup>th</sup> day of each month. Status reports must conform to the template established in Section 2, Task #1.2 and contain a concise summary of work performed during the billing period. The contractor will submit a separate status report without financial information to MachH2 by the 15<sup>th</sup> day of each month.
- *Project Schedule.* The contractor will be responsible for updating the project schedule to reflect any significant changes made in coordination with MachH2 and DOE throughout the period of performance.
- *File Sharing Site.* The contractor will utilize the file share site set up by MachH2 that will be accessible to DOE and MachH2 staff to enable collaborative review and access to shared file libraries
- *AS NEEDED, depending on whether the project is anticipated to be covered under Title 41 of the Fixing America's Surface Transportation Act and the Recipient intends to initiate the FAST 41 process.* The contractor will assist DOE in preparing invitations for applicable federal agencies to become participating or cooperating agencies for the covered project, as directed by 42 U.S.C. §4370m-2(a). The contractor will also prepare a Coordinated Project Plan for DOE review in accordance with 42 U.S.C. §4370m-2(c)(1)(B) and update the plan on a quarterly basis for the duration of the permitting process.
- *Cooperating Agency Meetings and Coordination.* If required, the contractor will help prepare for and facilitate virtual meetings with cooperating agencies on an approximately quarterly basis. Contractor responsibilities include assisting MachH2 and/or DOE with scheduling meetings, preparing meeting agendas and presentations, providing a qualified meeting facilitator, and preparing a summary of each meeting. The contractor will provide a suitable software platform (e.g., Microsoft Teams) and logistical support for each cooperating agency meeting.

*Task Deliverables:*

- Recurring Project Status Meeting Agendas and Summaries

- Monthly Status Reports and Invoices
- Project Schedule (updated as needed to reflect significant changes)
- File Sharing Site (maintained for the duration of the period of performance)
- FAST-41 Cooperating and Participating Agency Invitations (if applicable)
- FAST-41 Coordinated Project Plan (if applicable)
- Cooperating Agency Meetings and Coordination (if applicable)

#### Task #1.4 - Project Record

The objective of this task is to maintain an electronic project record with copies of all documents related to the decision-making process and demonstrating that MachH2 and DOE has adhered to the procedural requirements of NEPA. If the agency's decision is subjected to judicial review, the project record will serve as the primary basis for compilation of the administrative record to be submitted to a court. An administrative record may be a subset of, or broader than, the project record.

The contractor must gather and enter documents into the project record contemporaneously with the NEPA process to ensure completeness and recall of the context and purpose of each document. The project record must have an index (e.g., Microsoft Excel spreadsheet) with a brief description and hyperlink to each document entered. Most documents should be entered into the record as searchable PDFs, although certain exceptions apply conversion of the file would result in loss of information or functionality. The project record index and documents must be hosted in a secure location and available for DOE's review upon request (e.g., stored on a Microsoft SharePoint site). DOE may direct the contractor to transfer the project record to DOE at any time during the NEPA process. The types of documents filed in the project record must include, at minimum:

- public releases of the PEIS and internal drafts with substantive comments
- copies of literature cited in the PEIS and supporting documents
- raw data, model runs, and calculations
- public notices and records of correspondence with members of the public, Tribes, and cooperating agencies related to the project
- comments received from the public, Tribes, and cooperating agencies
- the record of decision

Certain documents that DOE identifies as deliberative or privileged will not be included in the project record.

The contractor will prepare and submit a draft project record protocol for review by MachH2 and DOE within 20 days of contract execution. The project record protocol should describe the intended format and organization of the project record; the specific types or general categorize of documents proposed for inclusion; roles and responsibilities for gathering, entering, and reviewing documents; and procedures for search and retrieval of documents. DOE will review and provide comments on the draft project record protocol within 15 days of receipt. The contractor will address comments and submit the final project record protocol within 15 days of receiving comments.

The contractor will submit an interim project record no more than 15 days after the NOA for the draft PEIS has been issued, containing all relevant files through publication of the draft PEIS. The contractor will submit the final project record no more than 15 days after the record of decision has been signed. Within



30 days of receipt, DOE will inform the contractor whether the project record has been accepted as submitted or requires revision.

*Task Deliverables:*

- Project Record Protocol (Draft)
- Project Record Protocol (Final)
- Project Record (Interim)
- Project Record (Final)

### Task #2 - Programmatic Environmental Impact Statement Analysis Plan

The contractor will be working on a PEIS for MachH2, all of the 9 sub-projects that make up MachH2 will be drafting their own project specific EIVs and preliminary information from these should help inform the analysis. The Analysis Plan must clearly communicate and provide rationale for the issues the contractor anticipates will require detailed analysis in the PEIS and, for each issue, present the proposed analysis parameters (e.g., study area, key assumptions), data sources, and methodology (e.g., modeling, qualitative assessment) the contractor intends to utilize. The Analysis Plan is intended for internal discussion and deliberation and will not be released for public review or comment. During preparation of the Analysis Plan, the contractor should evaluate the need for and generate requests for any additional, updated, or corrected information needed from MachH2.

The contractor will submit a draft Analysis Plan no more than 30 days after the post-award meeting. DOE will review and provide comments on the draft Analysis Plan within 15 days of receipt. The contractor will coordinate with DOE to schedule meetings to discuss and resolve comments on the Analysis Plan. The contractor's subject matter experts should be available to participate in discussions related to their area of expertise. The contractor will address and respond to DOE's comments and prepare the final Analysis Plan within 15 days of receiving DOE's comments.

*Task Deliverables:*

- Analysis Plan (Draft)
- Analysis Plan (Final)

### Task #3 - Early Draft of Chapters 1 and 2 of the Programmatic Environmental Impact Statement (PEIS)

The objective of this task is to begin early compilation of all available information for chapters 1 and 2 of the PEIS, with particular emphasis on developing a robust description of the proposed action and any alternatives considered by MachH2.

Using MachH2's project specific EIVs, the Analysis Plan, and any supplemental information provided after contract execution, the contractor will prepare early drafts of chapters 1 and 2 following instructions provided within DOE's 2024 *Environmental Impact Statement Template for U.S. Department of Energy Office of Clean Energy Demonstrations* unless otherwise directed by DOE.

DOE will provide the contractor with content for the following sections:

- Section 1.1, Background
- Section 1.2, Purpose and Need
- Section 1.3, DOE's Proposed Action
- Section 1.4, Cooperating Agencies



Information needed to complete the following sections will be unavailable at the time the early draft is prepared and can be completed at a later date:

- Section 1.5, Scoping, Public Involvement, and Issues (pending information from Section 2, Task #4)
- Section 1.6, Public Agency Coordination and Consultations (pending information from Section 2, Task #4)
- Section 1.7, Changes from Draft PEIS to Final PEIS (to be added for final PEIS only)
- Section 2.8, Summary of Environmental Effects (to be completed in Section 2, Task #5)

The contractor must prepare all other sections of chapters 1 and 2. The contractor will sequentially submit one version of early draft chapters 1 and 2 for review by MachH2 and one version for review by DOE. The contractor will submit the first version of early draft chapters 1 and 2 within 30 days of submitting the final Analysis Plan. MachH2 will have up to 15 days to review and provide comment. The contractor will address comments and submit the revised version to DOE within 15 days of receiving comments from MachH2. DOE will have up to 15 days to review and provide comment. DOE's comments must be addressed in the first version of the complete preliminary draft PEIS, as described in Section 2, Task #5.

*Task Deliverables:*

- Early Draft Chapters 1 and 2 (MachH2 review)
- Early Draft Chapters 1 and 2 (DOE review)

#### Task #4 - Public Scoping

The purpose of the scoping process is to gather public input to confirm significant environmental issues deserving of study in the PEIS. The contractor will support DOE with various aspects the public scoping process and scoping comment analysis. Prior to initiating work on this task, the contractor should coordinate with DOE regarding any information, materials, and lessons learned from previously completed community engagement efforts led by DOE that could be leveraged for public scoping.

No later than 30 days before the planned notice of intent (NOI) issuance date, the contractor will prepare and submit for DOE's review a draft public involvement and coordination plan. The plan must present:

- the proposed format, logistics, staffing, and equipment for up to three in-person public meetings held in the Midwest Region and up to three virtual public meetings
- a list of prospective in-person public meeting venues and breakdown of amenities
- draft electronic copies of printed meeting materials, including poster boards up to 10, handouts up to 800 total pages, meeting signage up to 30 signs, and comment forms up to 300 total pages
- a draft scoping meeting presentation (e.g., Microsoft PowerPoint)
- a draft legal notice announcing the public meetings and public scoping period and list of up to three publications in which the contractor will schedule the legal notices to run prior to the public meetings
- draft posts for DOE to publish on its social media channels announcing the public meetings and scoping period
- a key stakeholder distribution list (to be developed in coordination with DOE)
- a public PEIS website that provides information about the project and NEPA process, makes 508-compliant NEPA and supporting documents available to view and download, and provides functionality to accept public comments (if requested by DOE)

DOE will review and comment on the draft public involvement and coordination plan within 15 days of receipt. The contractor will finalize the plan within 10 days of receiving comments. After confirmation of the final plan with DOE's approval, the contractor will reserve the selected meeting venues and arrange for placement of legal notices, printing of meeting materials, and execute other agreed upon logistics (e.g., notification of the local police and/or hiring security). Up to five contractor staff should plan to attend the public meetings, including a qualified meeting facilitator. The contractor will provide a suitable software platform (e.g., Microsoft Teams) and logistical support for the virtual public meetings. The contractor will also arrange for a professional court reporter to prepare transcriptions of all public meetings and closed captioning services for recordings of the virtual public meetings. Optionally, DOE may consider requiring the contractor to arrange Americans with Disabilities Act (ADA) reasonable accommodation services (e.g., sign-language interpreters, Braille flyers) and language translation services (e.g., language interpreters and flyers for non-English speaking attendees) for virtual and in-person meetings, as applicable. The final transcriptions and recordings should be provided to DOE within 10 business after each meeting.

No later than 10 days before the planned NOI date, the contractor will submit an outline of the public scoping summary report and plan for categorization of comments to DOE for review. DOE will provide comments on the outline within 5 days of receipt. The contractor will proceed with analysis of public comments and preparation of the draft public scoping summary report (if requested by DOE) in accordance with the outline as comments are received. For bidding purposes, assume DOE will receive up to 1,000 comment submissions with unique text via all submittal methods combined (e.g., regulations.gov, email, mail, public meetings). The contractor must demonstrate the capability to quickly identify form-letter based comments and screen them for unique text.

The contractor will prepare and submit a draft public scoping summary report for DOE's review within 30 days of the end date of the public scoping period. The contractor is encouraged to review comment categorization with DOE during preparation of the draft report to ensure alignment. DOE will review and provide comment on the draft report within 15 days of receipt. The contractor will submit the final, 508-compliant public scoping summary report within 15 days of receiving comments.

The contractor and MachH2 will participate in up to two meetings with DOE to discuss outcomes from public scoping and any necessary updates to the early draft Chapters 1 and 2 of the PEIS.

*Task Deliverables:*

- Public Involvement and Coordination Plan (Draft)
- Public Involvement and Coordination Plan (Final)
- Placement of Legal Notices (Final)
- Printed and 508-compliant Virtual Meeting Materials (Final)
- Court Reporter Transcriptions of Public Meetings and Comments (Final)
- Virtual Public Meeting Recordings with Closed Captioning (Final)
- Public Scoping Report (Outline) (as needed)
- Public Scoping Report (Draft) (as needed)
- 508-compliant Public Scoping Report (Final) (as needed)
- Establish and maintain a public PEIS website with functionality to accept comments (if requested by DOE)

### Task #5 - Alternatives Development [As Needed]

If new, reasonable alternatives are raised for consideration during the scoping process, DOE may request MachH2's evaluation of and input on the technical and economic feasibility of implementing the alternatives. If, after evaluation, DOE determines one or more new alternatives must be analyzed in detail, the extent of additional coordination and effort needed to fully formulate and incorporate each new alternative into the preliminary draft PEIS would be determined at that time. These new alternatives are distinct from and additional to any alternatives to the Proposed Action previously identified by MachH2 in the EIV. As a baseline for consideration, assume that the contractor would be responsible for assisting DOE in developing narrative information and supporting figures and tables, as applicable, for up to 4 new alternatives for detailed analysis in the PEIS and developing supporting rationale for dismissal of up to 10 new alternatives considered but not analyzed in detail. The contractor would also be responsible for planning for and facilitating up to 10 alternatives development meetings or workshops with interested relevant agencies or interested parties.

#### *Task Deliverables:*

- Preliminary Alternatives Considered and Dismissed (MachH2 review)
- Preliminary Alternatives Considered and Dismissed (DOE review)
- Preliminary Alternatives Considered and Dismissed (Cooperating Agency Review) (if applicable)
- Preliminary Alternatives Considered and Dismissed (DOE)
- Alternatives Development Meetings (if applicable)

### Task #6 - Draft Programmatic Environmental Impact Statement

The contractor should begin preparing the remaining chapters and appendices of the PEIS, particularly the description of the affected environment and environmental impacts in chapter 3, as soon as practicable to ensure adequate preparation time and achievement of a 2-year PEIS schedule. As with chapters 1 and 2, the contractor will prepare the remaining chapters and appendices of the PEIS following instructions provided within DOE's 2024 *Environmental Impact Statement Template for U.S. Department of Energy Office of Clean Energy Demonstrations* unless otherwise directed by DOE. The project sponsors' EIV might be able to provide the basis for assessing environmental impacts of the proposed action and alternatives, with consideration of any changes agreed upon with DOE or new information acquired during preparation of the Analysis Plan or as a result of the scoping process. For bidding purposes, assume that up to four alternatives (not including the Proposed Action) will require detailed analysis in the PEIS.

The contractor will sequentially submit one version of the preliminary draft PEIS for review for factual accuracy by MachH2, one version for full review by DOE, and one version for full review by cooperating agencies (if applicable). After resolution of all comments on the preliminary draft PEIS, the contractor will prepare the draft PEIS. DOE will complete a final page-turn review before and the contractor will incorporate any final changes requested by DOE before preparing two versions of the camera-ready draft PEIS: one version optimized for printing and one 508-compliant version optimized for posting online. Preparation of the draft PEIS should proceed according to the dates established in the baseline project schedule, or as subsequently modified, endeavoring to have publication of the Notice of Availability (NOA) for the draft PEIS within approximately 1 year of the NOI.

The contractor must also provide DOE with clearly labeled electronic copies of all reference documents cited in the draft PEIS as well as an organized database of any geographic information system (GIS) data used for analyses, figures, and calculations presented in the PEIS. Any GIS data created by MachH2 or contractor (e.g., project component feature data) must have metadata compliant with standards endorsed by the Federal Geographic Data Committee.

Optionally, DOE may request that the contractor host virtual or in-person comment resolution meetings with DOE staff for up to 4 days to support a focused, rapid review and resolution of agency comments on the preliminary draft PEIS. The contractor's management team would arrange for participation of appropriate subject matter experts as necessary.

*Task Deliverables:*

- Preliminary Draft PEIS (Chapters 1 and 2 only) (MachH2 review)
- Preliminary Draft PEIS (DOE review)
- Preliminary Draft PEIS (Cooperating Agency Review) (if applicable)
- Draft PEIS (DOE review)
- 508-compliant, Camera-Ready Draft PEIS that meets EPA's requirements: [e-NEPA Filing Guidance](#) (Online Version)
- Camera-Ready Draft PEIS (Print Version, 10 total copies)
- Comment Resolution Meetings (if applicable)

**Task #6.1 - Public Review of Draft Environmental Impact Statement**

The contractor will support DOE in conducting public hearings and analyzing public comments. No later than 30 days before the planned notice of availability (NOA) issuance date, the contractor will prepare and submit for DOE's review a draft public involvement and coordination plan. Using the final public involvement and coordination plan prepared for the scoping period as a template, the draft PEIS plan must present:

- the proposed format, logistics, staffing, and equipment for up to three in-person public hearings held in the Midwest region and up to two virtual public hearings
- a list of prospective in-person public hearing venues and breakdown of amenities
- draft electronic copies of printed meeting materials, including poster boards up to 20, handouts up to 1,000 total pages, meeting signage up to 30 signs, and comment forms up to 300 total pages
- a draft presentation to be presented at the public hearings (e.g., Microsoft PowerPoint)
- a draft NOA prepared using a DOE-provided template
- a draft legal notice announcing the public hearings and public comment period and list of up to three publications in which the contractor will schedule the legal notices to run prior to the public hearings
- draft posts for DOE to publish on its social media channels announcing the public hearings and comment period
- a key stakeholder distribution list (to be developed in coordination with DOE)

DOE will review and comment on the draft public involvement and coordination plan within 15 days of receipt. The contractor will finalize the plan within 10 days of receiving comment. After confirmation of the final plan with DOE's approval, the contractor will reserve the selected meeting venues and arrange for placement of legal notices and printing of meeting materials. Up to five contractor staff should plan to attend the public hearings, including a qualified meeting facilitator. The contractor will provide a suitable software platform (e.g., Microsoft Teams) and logistical support for the virtual public hearings. The contractor will also arrange for a professional court reporter to prepare transcriptions of all public hearings and closed captioning services for recordings of the virtual public hearings. Optionally, DOE may consider

requiring the contractor to arrange Americans with Disabilities Act (ADA) reasonable accommodation services (e.g., sign-language interpreters, Braille flyers) and language translation services (e.g., language interpreters and flyers for non-English speaking attendees) for virtual and in-person meetings, as applicable. The final transcriptions and recordings should be provided to DOE within 10 business after each hearing.

As public comments are received, the contractor will proceed with comment analysis using the same categorization process used for scoping comments. For bidding purposes, assume DOE will receive up to 1,500 comment submissions with unique text via all submittal methods combined (e.g., regulations.gov, email, mail, public meetings). The contractor must demonstrate the capability to quickly identify form-letter based comments and screen them for unique text.

Within 20 days of the end date of the public comment period, the contractor will provide DOE will an initial list of comments that require input from DOE or MachH2 to inform the response. General classes of comments that may require input from MachH2 include, but are not limited to, questions or clarification about the proposed project, questions about the technical or economic feasibility of implementing specific alternatives or mitigation measures, and questions regarding technical analyses or reports furnished by MachH2 or its contractors. The contractor will prepare draft responses to all other substantive, in-scope comments within 35 days of the end date of the public comment period. DOE will review, request that the contractor make changes, or finalize the comment responses within 20 days of receipt. The final comment responses will be included in an appendix to the final PEIS.

*Task Deliverables:*

- Public Involvement and Coordination Plan (Draft)
- Public Involvement and Coordination Plan (Final)
- Placement of Legal Notices (Final)
- Printed and 508-compliant Virtual Public Hearing Materials (Final)
- Court Reporter Transcriptions of Public Hearings and Comments (Final)
- Virtual Public Meeting Recordings with Closed Captioning (Final)
- List of Comments Requiring DOE or MachH2 Input
- Comment Responses (Draft)

**Task #6.2 - Final Programmatic Environmental Impact Statement**

The contractor will transition the draft PEIS to the final PEIS and make changes necessary to address public comments.

The contractor will sequentially submit one version of the preliminary final PEIS for review for factual accuracy by MachH2, one version for review by DOE, and one version for review by cooperating agencies [if applicable]. After resolution of DOE's comments on the preliminary final PEIS, the contractor will prepare the final PEIS. DOE will complete a final page-turn review before and the contractor will incorporate any final changes requested by DOE before preparing two versions of the camera-ready final PEIS: one version optimized for printing and one 508-compliant version optimized for posting online. Preparation of the final PEIS should proceed according to the dates established in the baseline project schedule, or as subsequently modified, with the NOA for the final PEIS published within 2 years of the NOI.

The contractor must also provide DOE with clearly labeled electronic copies of all reference documents cited in the draft PEIS as well as an organized database of any GIS data used for analyses, figures, and calculations presented in the PEIS. Any GIS data created by MachH2 or contractor (e.g., project component feature data) must have metadata compliant with standards endorsed by the Federal Geographic Data Committee.

Optionally, DOE may request that the contractor host virtual comment resolution meetings with DOE staff for up to 4 days to support a focused, rapid review and resolution of agency comments on the preliminary final PEIS. The contractor's management team would arrange for participation of appropriate subject matter experts as necessary.

*Task Deliverables:*

- Preliminary Final PEIS (Chapters 1 and 2 only) (MachH2 review)
- Preliminary Final PEIS (DOE review)
- Virtual Comment Resolution Meetings (if applicable)
- Preliminary Final PEIS (Cooperating Agency Review) (if applicable)
- Final PEIS (DOE review)
- Camera-Ready Final PEIS that meets EPA's requirements: [e-NEPA Filing Guidance](#) (Online Version)
- Camera-Ready Final PEIS (Print Version, 10 total copies)

**Task #7 - Post Final Environmental Impact Statement Support (OPTIONAL)**

If necessary and as directed by DOE, the contractor may be asked to support with review and resolution of any substantive comments received during the required 30-day waiting period after the NOA for the final PEIS and before signing of the record of decision (ROD). This may include comments received from the U.S. Environmental Protection Agency under its responsibilities to review on comment on federal agency PEISs under Section 309 of the Clean Air Act. For bidding purposes, assume DOE will receive up to 30 comment submissions with substantive comments and will require key personnel to participate in up to 4 hours of virtual or in-person meetings with DOE.

*Task Deliverables:*

- Input on Comment Resolution (as requested by DOE)

**Task #8 - Consultations and Other Environmental Tasks**

Additional tasks may be added to the scope of work so that the Contractor may assist DOE in other environmental tasks conducted in conjunction with or separately from the NEPA process. Additional tasks will be added through a contract change order before work can be under this contract. Contractors should notify MachH2 in writing within 2 days of identification by the Contractor or request by DOE. These include, but are not limited to:

- under the National Historic Preservation Act, identifying historic and cultural resources, assessing impacts, consulting with a State or Tribal Historic Preservation Officer, and resolving adverse impacts by mitigation
- under the Endangered Species Act, preparing a biological assessment or evaluation, assessing impacts and ecological risk, coordinating with the U.S. Fish and Wildlife Service or National Marine Fisheries Service, and developing a management plan for threatened or endangered species



- under the Magnuson-Stevens Fishery Conservation and Management Act, preparing an essential fish habitat assessment and incorporating conservation recommendations from the National Marine Fisheries Service
- under the Coastal Zone Management Act, preparing a consistency determination demonstrating that proposed action would be consistent to the maximum extent practicable with the enforceable policies of applicable state coastal zone management programs

## 2.1 Consolidated Delivery Schedule

Table lists target dates for key project milestones. These dates are provided for initial planning and bidding purposes and are subject to change.

In response, please provide an estimated target date for the remaining milestones.

**Table 2.1-1 Target Milestone Dates**

| <b>Milestone</b>                      | <b>Target Date or Date Range</b>              |
|---------------------------------------|---|
| Contract Execution                    | February 3, 2025                              |
| Final Analysis Plan                   | TBD   |
| Final Early Draft Chapters 1 and 2    | TBD   |
| NOI to Prepare PEIS*                  | TBD   |
| Public Scoping Period*                | TBD   |
| NOA of Draft PEIS*                    | TBD   |
| Public Comment Period for Draft PEIS* | TBD   |
| NOA of Final PEIS*                    | TBD   |
| ROD Signed*                           | TBD   |
| Mitigation Action Plan Completed*     | TBD (Less than 36 months from contract start) |

\*Milestone is DOE's responsibility.

Table 2.1-2 provides a consolidated list of tasks and deliverables, as well as other related tasks for reference. Table rows with contractor deliverables are shaded gray. Unless otherwise stated, days refer to business days excluding federal holidays.

**Table 2.1-2. Consolidated Delivery Schedule**

| <b>Task Number</b> | <b>Deliverable, Task, or Milestone</b>        | <b>Responsible Party</b> | <b>Target Date or Timing Constraint</b> |
|--------------------|---|--------------------------|---|
| Task #1.1          | Post-Award Meeting Agenda (Draft)             | Contractor               | at least 3 days prior to meeting        |
| Task #1.1          | Comments on Post-Award Meeting Agenda (Draft) | DOE, MachH2              | at least 1 days prior to meeting        |
| Task #1.1          | Post-Award Meeting Agenda (Final)             | Contractor               | prior to meeting                        |
| Task #1.1          | Post-Award Meeting                            | Contractor, MachH2, DOE  | within 20 days of contract execution    |
| Task #1.1          | Post-Award Meeting Summary (Draft)            | Contractor               | no more than 3 days after meeting       |

| <b>Task Number</b> | <b>Deliverable, Task, or Milestone</b>                                   | <b>Responsible Party</b> | <b>Target Date or Timing Constraint</b>  |
|--------------------|--|--------------------------|--|
| Task #1.1          | Comments on Post-Award Meeting Summary (Draft)                           | DOE, MachH2              | within 2 days of receipt   |
| Task #1.1          | Post-Award Meeting Summary (Final)                                       | Contractor               | within 1 day of receiving comments   |
| Task #1.2          | Project Management Protocols and Templates (Draft)                       | Contractor               | within 20 days of contract execution   |
| Task #1.2          | Comments on Project Management Protocols and Templates (Draft)           | DOE                      | within 15 days of receipt  |
| Task #1.2          | Project Management Protocols and Templates (Final)                       | Contractor               | within 15 days of receiving comments   |
| Task #1.3          | Recurring Project Status Meeting Agendas and Summaries                   | Contractor               | [biweekly] for the duration of the period of performance   |
| Task #1.3          | Monthly Status Reports and Invoices                                      | Contractor               | Submitted by the [15 <sup>th</sup> day] of each month  |
| Task #1.3          | Project Schedule Updates   | Contractor               | as necessary to reflect any significant changes made in coordination with DOE  |
| Task #1.3          | File Sharing Site  | Contractor               | maintained for the duration of the period of performance   |
| Task #1.3          | FAST-41 Cooperating and Participating Agency Invitations [if applicable] | Contractor               | no later than 21 calendar days after the date the project is entered on the FAST-41 permitting dashboard   |
| Task #1.3          | FAST-41 Coordinated Project Plan [if applicable]                         | Contractor               | no later than 60 calendar days after the date the project is entered on the FAST-41 permitting dashboard; updated quarterly for duration of the permitting process |
| Task #1.3          | Cooperating Agency Meetings and Coordination [if applicable]             | Contractor               | meetings approximately quarterly for the duration of the permitting process  |
| Task #1.4          | Project Record Protocol (Draft)  | Contractor               | within 20 days of contract execution   |
| Task #1.4          | Comments on Project Record Protocol (Draft)                              | DOE                      | within 15 days of submittal  |
| Task #1.4          | Project Record Protocol (Final)  | Contractor               | within 15 days of receiving comments   |
| Task #1.4          | Project Record (Interim)   | Contractor               | no more than 15 days after the NOA for the draft PEIS has been issued  |



| <b>Task Number</b> | <b>Deliverable, Task, or Milestone</b>                                | <b>Responsible Party</b> | <b>Target Date or Timing Constraint</b>                           |
|--------------------|---|--------------------------|---|
| Task #1.4          | Project Record (Final)  | Contractor               | no more than 15 days after the record of decision has been signed |
| Task #1.4          | Project Record Acceptance or Request for Revision                     | DOE                      | within 30 days of receipt   |
| Task #2            | Analysis Plan (Draft)   | Contractor               | within 30 days of post-award meeting                              |
| Task #2            | Comments on Analysis Plan (Draft)                                     | DOE                      | within 15 days of receipt   |
| Task #2            | Analysis Plan (Final)   | Contractor               | within 15 days of receiving comments                              |
| Task #3            | Early Draft Chapters 1 and 2 (MachH2 review)                          | Contractor               | within 30 days of final Analysis Plan                             |
| Task #3            | Comments on Early Draft Chapters 1 and 2 (MachH2 review)              | MachH2                   | within 15 days of receipt   |
| Task #3            | Early Draft Chapters 1 and 2 (DOE review)                             | Contractor               | within 15 days of receiving comments                              |
| Task #3            | Comments on Early Draft Chapters 1 and 2 (DOE review)                 | DOE                      | within 15 days of receipt   |
| Task #4            | Public Involvement and Coordination Plan (Draft)                      | Contractor               | no later than 30 days prior to the planned NOI date               |
| Task #4            | Comments on Public Involvement and Coordination Plan (Draft)          | DOE                      | within 15 days of receipt   |
| Task #4            | Public Involvement and Coordination Plan (Final)                      | Contractor               | within 10 days of receiving comments                              |
| Task #4            | Placement of Legal Notices (Final)                                    | Contractor               | to appear at least 15 calendar days before public meeting         |
| Task #4            | Printed and 508-compliant Virtual Meeting Materials (Final)           | Contractor               | prior to public meeting   |
| Task #4            | Court Reporter Transcriptions of Public Meetings and Comments (Final) | Contractor               | no more than 10 days after public meeting                         |
| Task #4            | Virtual Public Meeting Recordings with Closed Captioning (Final)      | Contractor               | no more than 10 days after public meeting                         |
| Task #4            | Public Scoping Report (Outline)                                       | Contractor               | no later than 10 days prior to the planned NOI date               |
| Task #4            | Comments on Public Scoping Report (Outline) [if applicable]           | DOE                      | within 5 days of receipt  |
| Task #4            | Public Scoping Report (Draft) [if applicable]                         | Contractor               | within 30 days of the end date of the public scoping period       |

| <b>Task Number</b> | <b>Deliverable, Task, or Milestone</b>  | <b>Responsible Party</b>              | <b>Target Date or Timing Constraint</b>  |
|--------------------|---|---------------------------------------|--|
| Task #4            | Comments on Public Scoping Report (Draft) [if applicable]   | DOE                                   | within 15 days of receipt  |
| Task #4            | 508-compliant Public Scoping Report (Final) [if applicable]   | Contractor                            | within 15 days of receiving comments   |
| Task #4            | Public PEIS website   | Contractor                            | staging site no later than 30 days prior to the planned NOI date; maintained and updated for at least 30 days after the record of decision has been signed |
| Task #5            | Preliminary Alternatives Considered and Dismissed (MachH2 review)   | Contractor                            | TBD based on project schedule  |
| Task #5            | Comments on Preliminary Alternatives Considered and Dismissed (MachH2 review)                             | MachH2                                | TBD based on project schedule  |
| Task #5            | Preliminary Alternatives Considered and Dismissed (DOE review)  | Contractor                            | TBD based on project schedule  |
| Task #5            | Comments on Preliminary Alternatives Considered and Dismissed (DOE review)                                | DOE                                   | TBD based on project schedule  |
| Task #5            | Preliminary Alternatives Considered and Dismissed (Cooperating Agency Review) [if applicable]             | Contractor                            | TBD based on project schedule  |
| Task #5            | Comments on Preliminary Alternatives Considered and Dismissed (Cooperating Agency Review) [if applicable] | Cooperating Agencies                  | TBD based on project schedule  |
| Task #5            | Alternatives Considered and Dismissed (DOE review)  | Contractor                            | TBD based on project schedule  |
| Task #5            | Alternatives Development Meetings [if applicable]   | Contractor, DOE, Cooperating Agencies | as needed  |
| Task #6            | Preliminary Draft PEIS (MachH2 review)  | Contractor                            | TBD based on project schedule  |
| Task #6            | Comments on Preliminary Draft PEIS (MachH2 review)  | MachH2                                | TBD based on project schedule  |
| Task #6            | Preliminary Draft PEIS (DOE review)   | Contractor                            | TBD based on project schedule  |
| Task #6            | Comments on Preliminary Draft PEIS (DOE review)   | DOE                                   | TBD based on project schedule  |
| Task #6            | Virtual Comment Resolution Meetings [if applicable]   | Contractor, DOE                       | TBD based on project schedule  |

| <b>Task Number</b> | <b>Deliverable, Task, or Milestone</b>   | <b>Responsible Party</b> | <b>Target Date or Timing Constraint</b>                               |
|--------------------|--|--------------------------|---|
| Task #6            | Preliminary Draft PEIS (Cooperating Agency Review) [if applicable]             | Contractor               | TBD based on project schedule   |
| Task #6            | Comments on Preliminary Draft PEIS (Cooperating Agency Review) [if applicable] | Cooperating Agencies     | TBD based on project schedule   |
| Task #6            | Draft PEIS (DOE Review)  | Contractor               | TBD based on project schedule   |
| Task #6            | Comments on Draft PEIS (DOE Review)  | DOE                      | TBD based on project schedule   |
| Task #6            | 508-compliant, Camera-Ready Draft PEIS (Online Version)                        | Contractor               | within approximately 1 year of the NOI                                |
| Task #6            | Camera-Ready Draft PEIS (Print Version, [10] total copies)                     | Contractor               | within approximately 1 year of the NOI                                |
| Task #6.1          | Public Involvement and Coordination Plan (Draft)                               | Contractor               | no later than 30 days prior to the planned NOA date                   |
| Task #6.1          | Comments on Public Involvement and Coordination Plan (Draft)                   | DOE                      | within 15 days of receipt   |
| Task #6.1          | Public Involvement and Coordination Plan (Final)                               | Contractor               | within 10 days of receiving comments                                  |
| Task #6.1          | Placement of Legal Notices (Final)   | Contractor               | to appear at least 15 calendar days before public hearing             |
| Task #6.1          | Printed and 508-compliant Virtual Public Hearing Materials (Final)             | Contractor               | prior to public hearing   |
| Task #6.1          | Court Reporter Transcriptions of Public Hearings and Comments (Final)          | Contractor               | no more than 10 days after public hearing                             |
| Task #6.1          | Virtual Public Hearing Recordings with Closed Captioning (Final)               | Contractor               | no more than 10 days after public hearing                             |
| Task #6.1          | List of Comments Requiring DOE or MachH2 Input                                 | Contractor               | no more than 20 days after the end date of the public comment period) |
| Task #6.1          | Input on List of Comments  | DOE, MachH2              | no more than 15 days after receipt)                                   |
| Task #6.1          | Comment Responses (Draft)  | Contractor               | no more than 35 days after the end date of the public comment period) |
| Task #6.1          | Review of Comment Responses (Draft)  | DOE                      | within 20 days of receipt   |
| Task #6.2          | Preliminary Final PEIS (MachH2 review)   | Contractor               | TBD based on project schedule   |

| <b>Task Number</b> | <b>Deliverable, Task, or Milestone</b>   | <b>Responsible Party</b> | <b>Target Date or Timing Constraint</b> |
|--------------------|--|--------------------------|---|
| Task #6.2          | Comments on Preliminary Final PEIS (MachH2 review)                             | MachH2                   | TBD based on project schedule           |
| Task #6.2          | Preliminary Draft PEIS (DOE review)  | Contractor               | TBD based on project schedule           |
| Task #6.2          | Comments on Preliminary Final PEIS (DOE review)                                | DOE                      | TBD based on project schedule           |
| Task #6.2          | Virtual Comment Resolution Meetings [if applicable]                            | Contractor, DOE          | TBD based on project schedule           |
| Task #6.2          | Preliminary Final PEIS (Cooperating Agency Review) [if applicable]             | Contractor               | TBD based on project schedule           |
| Task #6.2          | Comments on Preliminary Final PEIS (Cooperating Agency Review) [if applicable] | Cooperating Agencies     | TBD based on project schedule           |
| Task #6.2          | Draft PEIS (DOE Review)  | Contractor               | TBD based on project schedule           |
| Task #6.2          | Comments on Final PEIS (DOE Review)  | DOE                      | TBD based on project schedule           |
| Task #6.2          | 508-compliant, Camera-Ready Final PEIS (Online Version)                        | Contractor               | within approximately 1 year of the NOA  |
| Task #6.2          | Camera-Ready Final PEIS (Print Version, [10] total copies)                     | Contractor               | within approximately 1 year of the NOA  |
| Task #8            | Input on Comment Resolution  | Contractor               | as requested by DOE                     |
| Task #8            | Consultations and Other Environmental Tasks                                    | Contractor               | [TBD as applicable]                     |

*Table rows with contractor tasks or deliverables are shaded gray.*

*Unless otherwise stated, days refer to business days excluding federal holidays.*

### 3.0 Proposal Submission Requirements

Each proposal must include the following:

1. Executive Summary
2. Technical & Management Approach: This should provide details on the contractor's approach to quality and timely performance of all the services listed in the proposed SOW section. Contractor should also describe how it will accomplish the management of same or similar scopes of work occurring at the same time.
3. Summary of Organizational Ability
  - a. Relevant Experience
  - b. Past Performance summary of 3 projects similar to MachH2 (see Past Performance Questionnaire (Attachment C))
4. Technical Capability
  - a. Technical understanding of requirements
  - b. Implementation and Management- MachH2 intends for this to act as a PEIS master services agreement and to execute task orders for the implementation of tasks as outlined in the SOW. The initial task order to be awarded will include tasks related to the following activities:
    - Task #1- Project Initiation and Ongoing Project Management Post Award Meeting
    - Task #2- Programmatic Environmental Impact Statement Analysis Plan

Contractor should describe how it intends to manage this approach especially as it relates to staffing and timelines. Please include a proposed implementation schedule that incorporates dates as identified in table 2.1-2.
5. Qualifications of Personnel- Provide a description of the proposed project team structure and internal controls to be used during the project, including any subcontractors if applicable. List any subcontractors you may want to include to complete your roster of services. Describe what services each would provide and their qualifications. Provide a description of the contractor's ability to complete the roster of services on the same or similar scopes of work occurring at the same time. Provide the name and resume of the person who will be the lead contact for this project. Provide names and resumes for other involved staff, including information on that individual's particular skills, education, experience, significant accomplishments, and any other information relevant to this project. Provide an organizational chart.
6. Cost Estimate worksheet broken out for Tasks #1-7
7. Nondisclosure Agreement
8. NEPA Disclosure Statement
9. Lobbying Disclosure Form

#### 3.1 EVALUATION FACTORS / SUBFACTORS / CRITERIA

MachH2 will evaluate proposals submitted in response to this Request for Proposal (RFP) and plans to award a subcontract to the contractor whose proposal represents the Best Value offer(s) to MachH2 on the basis of adequacy of response and feasibility of approach to the criteria outlined in the Scope of Work. In evaluating a contractor's proposal, a numerical scoring system shall be utilized. Each contractor shall receive a final technical score based on the evaluation criteria and scoring system for each of the evaluation factors. Contractor Responsiveness (Not Rated).

Immediately after receipt, the proposal packages will be screened for “Contractor Responsiveness,” ensuring that the mandatory requirements are satisfied. A proposal will be considered “responsive” if the proposal is in compliance with all the requirements as outlined in the RFP.

MachH2 reserves the right to consider any proposal “non-responsive” and reject it, in total or in part, with or without prior discussion with the contractor, if the proposal:

- a. is not submitted in the format specified in the RFP or does not include all of the information requested by MachH2;
- b. is not in accordance with the instructions contained in the RFP;
- c. contains irregularities of any kind; or,
- d. is submitted by a Contractor who does not meet the minimum qualifications.

Proposals found to be “non-responsive” will be eliminated from further consideration.

Mandatory requirements are as follows:

| Contractor Responsiveness   | Evaluation   |
|---|--|
| Contractor provided a complete proposal in the required format with all the required documentation (including all signatures), as defined in the Request for Proposal (RFP) Instructions for Proposal Preparation and as stated above.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Contractor should include a summary of three (3) projects similar to MachH2 highlighting NEPA experience within the past 5 years.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Contractor provided three (3) references with contact information applicable to the size and complexity of this procurement within the past five years. If applicable, Contractors may provide the experience or past performance of a parent, affiliated or predecessor company (including Joint Venture prime partner companies and/or a parent or affiliated company) that is being otherwise proposed. The firm’s proposal must demonstrate past performance criteria is met. | <input type="checkbox"/> YES <input type="checkbox"/> NO |

### 3.1.1 Weighted Evaluation Criteria

Only proposals that are determined to be “responsive” and meet the mandatory requirements will be distributed for evaluation. The following criteria will be used for evaluation purposes:

| Evaluation Factors                              | Description   | Points           |
|---|---|------------------|
| <b>Factor 1:<br/>Organizational<br/>Ability</b> | <b>Subfactor 1</b> – Relevant Experience<br><b>Subfactor 2</b> – Past Performance | <b>20 points</b> |

|                                       |  |                   |
|---------------------------------------|--|-------------------|
| <b>Factor 2: Technical Capability</b> | <b>Subfactor 1</b> – Technical Understanding of Requirements | <b>80 points</b>  |
|                                       | <b>Subfactor 2</b> –Implementation and Management            |                   |
|                                       | <b>Subfactor 3</b> – Qualifications of Personnel             |                   |
|                                       | <b>Total</b>   | <b>100 points</b> |

### 3.1.2 Evaluation Criteria

#### **FACTOR 1: Organizational Ability (Maximum 20 Points)**

In evaluating each Contractor’s overall capability to perform the work required by this RFP, the evaluation will consider both the total relevant domain experience, project management abilities, and staffing plan to supply the required capabilities and services. It will also consider the relevance of past performance of similar contracts. Evaluation will be based on the information conveyed in the Contractor’s proposal as well as from references and previous contracts. To determine if a Contractor possesses the professional ability to perform the work described in this RFP, the following will be considered:

#### **Subfactor 1.1: - Relevant Experience (Maximum 10 points)**

The Contractor shall demonstrate that a capable and technically diverse organization exists to meet the expectations of this subcontract, including the Program Leader, key technical leadership personnel, teaming and supporting personnel with experience in their respective fields, as applicable. Evidence provided in the Contractor’s proposal as well as input from references from former clients and previous contracts will be considered. The proposal shall be scored according to the following standards:

Documentation provided by the Contractor must include a summary of former clients of similar size, scale, and complexity.

| <b>Subfactor 1: Relevant Experience (Maximum 10 points)</b> |   |
|---|---|
| <b>Points</b>   | <b>Description</b>  |
| 10 points   | Exceeds Expectations – Contractor’s core abilities exceed the amount of required capabilities and has demonstrated success in large scale complex NEPA projects whereby multiple disciplinary skills are used simultaneously to meet customer requirements. Proposal provides a substantial understanding and knowledge of the scope and complexity of the technical requirements                     |
| 7 points  | Meets Expectations – Contractor’s core abilities satisfy most of the required capabilities and has demonstrated success in NEPA projects whereby there are small teams required to interact to meet customer requirements. Proposal provides some understanding and knowledge of the scope, and complexity of the technical requirements. Any weaknesses or deficiencies are potentially correctable. |



|          |   |
|----------|---|
| 3 points | Partially Meets Expectations – Contractor is capable of satisfying a nominal amount of the required capabilities and has demonstrated success in NEPA projects whereby employees individually contribute to meet customer requirements. Proposal minimally meets expectations in the understanding and comprehensive knowledge of the scope, and complexity of the technical requirements. Any weaknesses or deficiencies are not easily correctable. |
| 0 points | Below Expectations – Contractor is not capable of satisfying stated requirements.   |

**Subfactor 1.2: Past Performance (Maximum 10 points)**

Past performance is a measure of the degree to which a Contractor has satisfied its customers (including MachH2, if applicable) in the past. The evaluation team will contact select Contractor’s references to ask if: (1) the Contractor delivered a quality work product compliant with the customer’s requirements; (2) the Contractor’s performance conformed with the terms and conditions of its contract, including the delivery schedule and budgeted time/cost; (3) the Contractor was reasonable and cooperative during performance and committed to customer satisfaction; and (4) the Contractor’s team has consistently provided staff with relevant knowledge, skills and abilities.

Documentation provided by the Contractor must include a minimum of three (3) Contractor’s references to include email address, phone number, cost of contract award, description of past performance and summary of NEPA services provided. Documentation provided by the Contractor must be included the proposal.

| <b>Subfactor 2: Past Performance (Maximum 10 points)</b> |   |
|--|---|
| <b>Points</b>  | <b>Description</b>  |
| 10 points  | Exceeds Expectations – Contractor received excellent reviews on past performance as described above from clients similar to MachH2. The Contractor has demonstrated the ability to successfully estimate, staff (no gaps in coverage), manage, and oversee the work to completion and ensure the highest quality end-product is delivered on time, budget, and within the established scope statements.                                 |
| 7 points   | Meets Expectations – Offeror received good reviews as described above. The Offeror has demonstrated the ability to estimate, staff with small gaps in coverage (less than 80%), manage, and oversee the work to completion and ensure a quality end- product is delivered on-time, budget, and within the established scope statements with no rework of technical deliverables required other than to address comments from reviewers. |
| 3 points   | Partially Meets Expectations - Offeror received satisfactory reviews as described above. The Offeror has demonstrated some cost, schedule, and performance leading to gaps in coverage of staff (less than 50%). The need to rework technical deliverables due to quality concerns.   |



|          |   |
|----------|---|
| 0 points | Below Expectations - Contractor did not receive good reviews from references. |
|----------|---|

**FACTOR 2: Technical Capability (Maximum 80 points)**

The technical evaluation will consider the breadth and depth of the Contractor’s overall capability to perform the scope of work required by this RFP. The evaluation will consider professional expertise, qualifications, project management, staffing, and project planning. Evaluation will be based on the information conveyed in the Contractor’s proposal. To determine if a Contractor possesses the technical ability to perform the work described in this RFP, the following criteria will be evaluated:

**Subfactor 2.1: Technical Understanding of Requirements (Maximum 30 points)**

(Reference SOW, Section 2)

The Contractor’s proposal must clearly convey an overall understanding of the scope and complexity of the technical requirements for this effort. The Contractor’s proposal must clearly demonstrate agility to implement multiple Task Orders simultaneously and show a comprehensive knowledge and understanding of the various processes, procedures, and professional standards required to perform the work as specified.

The Contractor must clearly convey in their proposal, the capabilities to provide support in the identified labor categories found in Attachment D Cost Estimate Worksheet.

Documentation shall include, in detail, how the Contractor’s technical response to the SOW addresses all the required technical areas for the implementation of managing multiple Task Orders.

| Subfactor 1: Technical Understanding of Requirements (Maximum 30 points) |   |
|--|---|
| Points   | Description   |
| 30 points  | Exceeds Expectations - Contractor’s capabilities exceed all requirements in the SOW. No significant weaknesses or deficiencies are identified. The proposal clearly conveys a thorough breadth and depth of technical understanding in implementing multiple task orders simultaneously.                      |
| 24 points  | Meets Expectations – Contractor’s capabilities meet most requirements in the SOW at a minimum addressing abilities to meet task requirements. Any weaknesses or deficiencies are potentially correctable. The proposal conveys a technical understanding in implementing multiple task orders simultaneously. |
| 1 points   | Partially Meets Expectations - Contractor’s capabilities satisfies some of the requirements in the SOW. Any weaknesses or deficiencies are not easily correctable. The proposal demonstrates a technical understanding in implementing multiple task orders simultaneously.                                   |

|          |   |
|----------|---|
| 0 points | Below Expectations - Contractor is not capable of satisfying stated requirements. |
|----------|---|

**Subfactor 2.2: Implementation and Management (Maximum 25 points)**

The Contractor must convey they have a sound plan and experience to conduct and complete the work scope including a comprehensive, detailed, and realistic schedule and that they possess the ability to successfully manage and oversee the work to completion and ensure a quality end product is delivered on time and within the established scope statement.

Documentation provided by the Contractor must include detailed scheduling, labor categories, and estimated hours.

| Subfactor 2: Implementation and Management (Maximum 25 points) |  |
|--|--|
| Points   | Description  |
| 25 points  | Exceeds Expectations – Contractor’s capabilities exceed all requirements to the work scope. No significant weaknesses or deficiencies are identified. The proposal clearly conveys a sound and thorough plan and schedule that demonstrates achievability of the work scope; the Contractor demonstrates the ability to successfully manage and oversee the work to completion and ensure the highest quality end product is delivered on time and within the established scope statement. |
| 18 points  | Meets Expectations – Contractor is capable of meeting all stated requirements to the work scope. Any weaknesses or deficiencies are potentially correctable. The proposal demonstrates achievability of the work scope; the Contractor demonstrates the ability to manage the work to completion and ensure a quality end product is delivered and within the established scope statement.   |
| 8 points   | Partially Meets Expectations -Contractor is capable of satisfying some stated requirements of the work scope. Any weaknesses or deficiencies are not easily correctable. The proposal satisfies the work scope; the Contractor is capable of managing the work.  |
| 0 points   | Below Expectations - Contractor is not capable of satisfying stated requirements.  |

**Subfactor 2.3: Qualifications of Personnel (Maximum 25 points)**

Contractor’s proposal shall provide evidence that available in-house and subcontractor staff are exceptionally qualified to deliver the required services, based on education, professional credentials, and experience. Contractor shall document capabilities of key in-house technical staff or subcontractors, as appropriate, in each technical area.

Documentation provided by the Contractor must include a summary of technical qualifications via resumes that include at a minimum education level and years of experience, including years of experience in large scale complex NEPA projects. Please also include an organization chart to show proposed team structure.

Contractor’s proposal shall provide evidence that the Contractors and its subcontractors workforce is sufficient to deliver the required services given the significant demand that this and other similar scopes of work are expected to have. Contractor shall document the capability to meet project deliverable due dates.

| <b>Subfactor 3: Qualifications of Personnel (Maximum 25 points)</b> |   |
|---|---|
| <b>Points</b>   | <b>Description</b>  |
| 25 points   | Exceeds Expectations –Contractor’s capabilities exceed all requirements in personnel qualifications. No significant weaknesses or deficiencies are identified. Contractor demonstrates a high level of staff qualification, as evidenced by education and professional credentials. |
| 18 points   | Meets Expectations - Contractor is capable of meeting most of the stated requirements in personnel qualifications. Any weaknesses or deficiencies are potentially correctable. Contractor demonstrates staff qualification, as evidenced by education and professional credentials. |
| 8 points  | Partially Meets Expectations – Contractor is capable of satisfying some stated requirements in personnel qualifications. Any weaknesses or deficiencies are not easily correctable.   |
| 0 points  | Below Expectations – Contractor is not capable of satisfying stated requirements.   |

### 3.1.3 Estimated Price (Not Rated)

Contractors are required to complete and submit:

- Labor rates in Attachment D Cost Estimate Worksheet

Pricing shall include the appropriate identified labor categories with an estimated number of hours broken out under each subtask. Pricing shall also include all non-labor items (including quantities, rates, and extension, etc.). Pricing shall include fully burdened rates for each labor category identified; and estimated proposal costs for pricing will be considered after the technical evaluation is completed and will be reviewed for competitiveness and reasonableness.

Additional details

1. The quotations section must clearly identify the complete, total cost for all tasks anticipated under the proposed contract. Stating your commitment to stay below a maximum amount is not acceptable. Failure to clearly identify the complete, total cost may result in disqualification.
2. In addition to the total cost, the quote must also identify the full cost by year for each and every proposed task as identified in the scope. Each task shall be broken down by individual elements as described below in order to allow reviewers to determine the reasonableness of the quote.
3. The quote must identify the number of hours proposed, the cost per hour, and extended cost by employee or labor category as appropriate.
4. The quote must identify all non-labor items (including materials, equipment, supplies, other direct costs, etc.) by resource including quantities, rate, and extension, etc.
5. Costs for work to be completed by subcontractors must be separately and clearly identified. Note if any subcontractors are certified small businesses (SB) – including the distinct subsets of veteran-owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), HUBZone small businesses, small disadvantaged businesses (SDB) (including ANC and Indian tribes), non ANC Indian tribes, women-owned small businesses (WOSB), and the Ability One Program (AOP). Please note, this project is federally funded; therefore, all subawards must comply with federal regulations. If you plan to subcontract work, clearly identify the work intended to be subcontracted and the related cost. However, you are not allowed to select or enter into any contract with any subcontractors until you have reviewed all state and federal requirements.
6. Contractors are required to collect and pay state and federal taxes as applicable. All Taxes, duties, tariffs and other government fees are required to be listed separately.
7. Contractors are required to include all travel costs. Included costs shall be in compliance with Federal Travel Regulations. Travel should include a detailed estimate by trip indicating origin, destination, purpose of travel, number of trips and number of travelers.
8. Contractors are required to include all indirect costs as applicable. Contractors should clearly identify how any included indirect cost is applied.
9. Contractors must identify contingency for the total costs. Contractors should describe the methodology, basis, and justification for the contingency value.
10. All quoted costs must be fully inclusive amounts. This includes all costs associated with the particular staff that will be assigned to the project, all administrative costs, all non-labor costs, all travel costs, and any other applicable fees necessary for and/or incidental to the performance of the contract. The quote must include the total, complete cost of tasks identified in the scope.

## 4.0 Submission Timeline

The table below shows dates relevant to submissions for this RFP. All correspondence, including notices of intent, questions, and final submissions, should be directed to PMO@MachH2.com.

|                                |                   |
|--------------------------------|-------------------|
| <b>RFP Open</b>                | December 2, 2024  |
| <b>Submit Notice of Intent</b> | December 13, 2024 |
| <b>Q &amp;A Period Ends</b>    | December 13, 2024 |
| <b>Response Due Date</b>       | January 6, 2025   |

### 4.1 SOURCE SELECTION DECISION

Contractor’s initial proposal should contain the contractor’s best terms from a price, quality, and technical standpoint. Upon receipt of proposals, MachH2 may contact Contractors with a request for clarifications, if required. Once clarifications are received, proposals shall be screened for responsiveness. Only proposals determined to be responsive shall be evaluated using the methodology described in this document.

## 5.0 Negotiations

It is in the sole discretion of MachH2 to determine the award method. MachH2 intends to award the highest ranked, responsive, and responsible firm whose response is determined to be the most advantageous to MachH2. Negotiations will be entered into with the highest ranked firm in an effort to agree on project approach, confirm pricing, and address any questions remaining after the selection process. If a successful contract cannot be negotiated with the highest ranked firm, negotiations will be undertaken with the next firm in order of ranked preference. Upon selection of the highest ranked firm, MachH2 may proceed to negotiations in the following manner:

- 1) Negotiate with the highest ranked firm on price, matters affecting the scope of the contract, so long as the changes are within the general scope of the RFP. If a satisfactory Agreement cannot be negotiated with the highest ranked firm, negotiations may be conducted, in the sole discretion of MachH2, with the second, then the third, and so on, ranked firm to the level of ranking determined by MachH2 in their sole discretion;
- 2) During the negotiations process as outlined in item (1) above, if MachH2 is unsuccessful in their first round of negotiations, they may reopen negotiations with any firm with whom they previously negotiated; or
- 3) MachH2 may make changes within the general scope of the RFP and may provide all responsive firms an opportunity to submit their best and final offers.

## 6.0 Terms and Conditions

All parties responding to this Request for Proposals acknowledges to comply with requirements of all applicable Federal, State, and local laws, regulations, DOE policy and guidance and Administrative and Legal Requirements Document (ALRD) DE-FOA-0002779.

All parties responding to this RFP must comply with requirements Anti-Kickback Act summarized below:

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **7.0 Disclosure of Lobbying Activities**

All parties responding to this RFP must complete and submit the Disclosure of Lobbying Activities form and submit as an attachment to this RFP response.

Attachment A:

**MEMORANDUM OF UNDERSTANDING**

Among

THE UNITED STATES DEPARTMENT OF ENERGY,  
MIDWEST ALLIANCE FOR CLEAN HYDROGEN , and  
[NEPA CONTRACTOR]

for

PREPARATION OF NEPA DOCUMENTS RELATED TO THE PROPOSED MIDWEST HYDROGEN  
HUB PROJECTS

I. Introduction

This Memorandum of Understanding (MOU) recites the agreements among the United States Department of Energy (DOE), Midwest Alliance for Clean Hydrogen, and [NEPA CONTRACTOR] (the Parties) regarding their responsibilities and relationships as to the preparation of National Environmental Policy Act (NEPA) documents related to proposed Midwest Alliance for Clean Hydrogen (MachH2) projects. NEPA documentation is needed to fulfill DOE's obligations under the National Environmental Policy Act (NEPA), as amended; the Council on Environmental Quality's NEPA regulations (40 CFR Parts 1500-1508); and DOE's NEPA implementing procedures (10 CFR Part 1021). DOE will use the analyses and information in the NEPA documents and other sources to inform its decision on whether to undertake the DOE Proposed Action to provide funding to the MachH2 in support of clean hydrogen projects in the Midwest of the US with the goal of accelerating market lift off in hydrogen energy technology.

II. Background and Project Description

The MachH2 involves multiple proposed projects being executed under a Cooperative Agreement with the U.S. Department of Energy Office of Clean Energy Demonstrations (OCED). These projects involve planning, designing, permitting constructing and operating facilities for the production, storage and use of hydrogen as a replacement for hydrocarbon-based fuels. The MachH2 is the prime Recipient under the Cooperative Agreement, with each individual project performed by various Subrecipients. For the proposed MachH2 projects, MachH2 would provide funding to the Subrecipients, along with oversight and assistance to ensure that all requirements for acceptance of DOE funding are being met and that projects are ready to continue into subsequent phases of activities based on the appropriate go/no-go criteria being met. MachH2 will receive the DOE funding and provide that funding as appropriate based on the phase that project is in and the performance of the project.

DOE and MachH2 entered into a Cooperative Agreement arrangement regarding the proposed MachH2 projects on 8/8/2024 and DOE agreed to the financial assistance subject to several conditions. Consistent with the requirements of 40 CFR §1506.1, one of the conditions is that activities subject to the DOE Proposed Action would not proceed for any activity that would have an adverse environmental impact or limit the range of reasonable alternatives, until DOE completes the NEPA process and issues a Categorical Exclusion, a Finding of No Significant Impact (FONSI) or a Record of Decision (ROD), depending upon the level of NEPA review that is deemed to be appropriate.

### III. General Provisions

- a. **Basis of the MOU:** DOE enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. §7256). It is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. This MOU is intended solely for the benefit of the Parties and shall not be construed to provide a private right or cause of action for or by any person or entity.
- b. **Supervision and Approval:** DOE will direct the activities of [NEPA CONTRACTOR] to prepare the required NEPA documents and will be solely responsible for deciding on the accuracy, scope and content of these documents as required by 40 CFR §1506.5. These activities include, but are not limited to, preparation of the NEPA documents; gathering, analyzing, and presenting information in documents and meetings; and arranging for and participating in meetings with and presentations to parties such as federal agencies, state and local agencies, private organizations, Tribes (e.g., federally recognized Indian Tribes, and other indigenous groups) (Tribes), and individuals. DOE's participation in this MOU, direction of [NEPA CONTRACTOR], and supervision of preparation and approval of NEPA documents does not convey any legal rights or protections or create any legal obligations or employment or other legal relationship with [NEPA CONTRACTOR] or MachH2.
- c. **[NEPA CONTRACTOR] Selection:** MachH2 recommended to DOE that it use [NEPA CONTRACTOR] to prepare the NEPA documents. The [NEPA CONTRACTOR] provided a disclosure statement to DOE that specifies any financial or other interest in the outcome of the action as required by 40 CFR §1506.5(b)(4). DOE determined, based on information supplied to it by MachH2 and [NEPA CONTRACTOR] that [NEPA CONTRACTOR] is qualified to perform the necessary services.
- d. **[NEPA CONTRACTOR] Performance:** DOE is responsible for defining the scope of work (SOW) for [NEPA CONTRACTOR's] activities regarding the NEPA documents. MachH2 will engage and pay [NEPA CONTRACTOR] directly for performing these activities as specified in the contract between MachH2 and [NEPA CONTRACTOR]. MachH2 will be solely responsible for managing [NEPA CONTRACTOR's] performance with respect to agreed upon scope and budgetary goals presented therein.
- e. **Major Responsibilities of the Parties:**
  - a. DOE shall:



- i. supervise all substantive phases of the preparation of NEPA documents; independently evaluate the NEPA documents and be responsible for their accuracy, scope, and content;
    - ii. designate a NEPA Document Manager to oversee the preparation and review of the NEPA documents; and
    - iii. lead the coordination with federal, state, regional and local agencies, Tribes, and the public to assure that the NEPA documents adequately reflects input from these entities.
  - b. MachH2 shall:
    - i. provide all needed data and information to [NEPA CONTRACTOR] and DOE;
    - ii. work with DOE to assure that [NEPA CONTRACTOR] performs all NEPA activities adequately and effectively;
    - iii. review the NEPA documents for accurate presentation and use of provided data and information;
    - iv. monitor [NEPA CONTRACTOR's] adherence to the budgetary and scheduling goals specified in the contract between MachH2 and [NEPA CONTRACTOR]; and
    - v. protect all confidential, pre-decisional, and deliberative process information and documents it receives or produces in support of the NEPA documents and interagency consultations from unauthorized public disclosures and submit all information requests from outside entities to DOE for review and written approval before public release. In the event that DOE determines that materials or documents requested to be disclosed are not subject to public disclosure (e.g. privileged or exempt from FOIA), the MachH2 agrees not to release those materials or documents.
  - c. [NEPA CONTRACTOR] shall:
    - i. at DOE's direction, assist DOE in preparing or prepare the NEPA documents in a prompt, efficient and effective manner;
    - ii. at DOE's direction, assist DOE in completing other NEPA activities, including but not limited to preparing stakeholder notification letters, press releases, other public notifications, presentations, and coordination letters for DOE; providing technical support during public meetings and hearings; tracking, tabulating, and documenting public and agency comments received during meetings and hearings and proposing initial responses to comments received during public comment periods; establishing and regularly updating a website (any websites developed must satisfy the requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 USC §749d) and its implementing regulations and associated standards) that would include access to all pertinent documents maps, analyses, etc.; printing and distributing copies of NEPA documents; for an EA, providing pdf files for the draft EA (as applicable) and final EA; for an PEIS, providing pdf files for the draft and final PEIS and Mitigation Action Plan, as applicable, that meet the requirements for filing an PEIS with the U.S. Environmental Protection Agency; maintaining an Administrative Record (AR) throughout the period of performance and, providing the AR, as it exists, within one week of a request from DOE; and coordinating with other participants and resource agencies in the NEPA process;

- iii. comply with all applicable NEPA requirements and guidance in performing NEPA activities;
- iv. inform both DOE and MachH2 of any significant or substantive environmental impacts that may affect the NEPA process; and
- v. protect all confidential, pre-decisional and deliberative process information and documents it receives or produces in support of the NEPA documents and interagency consultations from unauthorized public disclosures and submit all information requests from outside entities to DOE for review and written approval before public release. In the event that DOE determines that materials or documents requested to be disclosed are not subject to public disclosure (e.g. privileged or exempt from FOIA), [NEPA CONTRACTOR] agrees not to release those materials or documents.
- vi. informing MachH2 with changes in scope or costs associated with their work.
- vii. Determination on Findings and Conclusions: In all instances involving questions of content or relevancy of any material, including all statements, data, analyses, and conclusions in the draft or final NEPA documents, DOE shall make the final determination as to the inclusion or deletion of such material. In the event of a difference of opinion between DOE MachH2 with respect to the content, relevance, or inclusion of any such material, MachH2 shall be given the opportunity to meet with and present its views to DOE, and DOE shall consider the views of the MachH2 prior to making a decision as to the inclusion or deletion of any such material in the NEPA documents.
- viii. Payment of [NEPA CONTRACTOR]: All payments due [NEPA CONTRACTOR] pursuant to the contract between MachH2 and [NEPA CONTRACTOR] for preparation of the NEPA documents shall be the sole responsibility of MachH2. The terms of the contract shall permit modification in terms of schedule and performance consistent with production of required NEPA documents satisfactory to DOE and consistent with the requirements of NEPA, as amended.
- ix. Schedule: All Parties to this MOU understand the importance of completing the NEPA documents within the schedule as agreed to MachH2 and DOE and consistent with the requirements of NEPA, as amended.
- x. Coordination among MachH2, NEPA CONTRACTOR and DOE: MachH2 , NEPA CONTRACTOR, and DOE shall participate in coordination meetings, as needed and as appropriate, in order to review the status of the preparation of the NEPA documents. DOE or MachH2 may work directly with [NEPA CONTRACTOR] without the participation of the other. When significant meetings or conversations occur without the participation of DOE or the MachH2 , the [NEPA CONTRACTOR] shall provide notification to the other party. Unless directed in writing to do so by DOE, [NEPA CONTRACTOR] shall not participate in any non-public meetings between MachH2 and third parties regarding the Proposed Action.
- xi. Other Coordination Requirements: DOE may invite other parties, e.g., a state, Tribal or local agency or other Federal agencies, to participate in preparation of the NEPA documents as cooperating agencies, or DOE may accept the request of such parties to participate in this manner, in which case, these parties will be included in the NEPA documents coordination process.

- xii. Preliminary, Draft and Final Documents: [NEPA CONTRACTOR] shall provide DOE with preliminary drafts of the Draft and Final NEPA documents and shall ensure that documents and media intended for electronic publication satisfy the requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 USC §749d) and its implementing regulations and associated standards. The Draft and Final NEPA documents shall be subject to review and revision by DOE; such revisions shall be incorporated by [NEPA CONTRACTOR] to DOE's satisfaction. MachH2 shall review preliminary drafts of the Draft and Final NEPA documents prior to DOE's review and provide any corrections to [NEPA CONTRACTOR] and DOE. DOE shall have sole responsibility for the preparation of any Categorical Exclusion, FONSI or ROD.

f. Procedures

- a. NEPA Statute, Regulations and Guidance Documents: At a minimum, the following, subject to amendments and revisions, shall be used by [NEPA CONTRACTOR] in the preparation of the NEPA documents
  - National Environmental Policy Act, as amended.
  - Council on Environmental Quality, "National Environmental Policy Act Implementing Procedures," 40 CFR Parts 1500–1508;
  - Department of Energy, "National Environmental Policy Act Implementing Procedures" 10 CFR Part 1021;
  - Department of Energy, "Compliance with Floodplain and Wetland Environmental Review Requirements," 10 CFR Part 1022;
  - Council on Environmental Quality, Notice of Interim Guidance, National Environmental Policy Act Guidance on Consideration of Greenhouse Gas Emissions and Climate Change, 88 Fed. Reg. 1,196 (Jan. 9, 2023).
- b. Federal Environmental Statutes: At a minimum, the following Federal environmental statutes shall be considered by [NEPA CONTRACTOR] in preparation of the NEPA documents:
  - Bald and Gold Eagle Protection Act, as amended;
  - Clean Air Act, as amended;
  - Clean Water Act, as amended;
  - Coastal Zone Management Act of 1972, as amended;
  - Endangered Species Act of 1973, as amended;
  - Fish and Wildlife Coordination Act of 1934, as amended;
  - Migratory Bird Treaty Act, as amended;
  - National Environmental Policy Act, as amended;
  - National Historic Preservation Act of 1966, as amended;
  - Resource Conservation and Recovery Act of 1975, as amended;
  - Safe Drinking Water Act of 1974, as amended; and
  - Wild and Scenic Rivers Act of 1968, as amended.

DOE shall determine, with assistance from MachH2 if requested, whether any other Federal statutes or regulations apply to the DOE Proposed Action or to any alternative required to be analyzed in the NEPA documents. [NEPA CONTRACTOR] shall take into account the effects of such requirements in its analysis of the impacts on the environment.

- c. Permits: MachH2 is responsible for providing oversight to ensure that PHWH2 projects have obtained all required permits for their proposed project. MachH2 shall coordinate with [NEPA CONTRACTOR] and DOE to provide permit information necessary for preparation of the NEPA documents.

g. Terms of the MOU

This MOU is effective upon the date of signature of all Parties. The Parties agree that this MOU will remain in effect until the occurrence of one of the following events, whichever occurs first: a) [NEPA CONTRACTOR] has completed the work specified in the contract between MachH2 and [NEPA CONTRACTOR], and DOE has issued a ROD or FONSI; b) cancellation of the Cooperative Agreement by DOE for any reason; or c) mutual written agreement of the Parties to terminate the MOU.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

**MachH2 :**

**[NEPA CONTRACTOR]:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

-----

**DOE:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B: MachH2 INSURANCE REQUIREMENTS**

1. Vendor shall, at its sole cost, maintain no less than the following insurance in full force and effect during the term of this Agreement:
  - a. Commercial General Liability. Independent Contractor's Liability; Completed Operations; Product Liability; Contractual Liability; Personal Injury; and Property Damage. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury (BI) and property damage (PD) per occurrence.
  - b. Automobile Liability. Covering all owned, hired or non-owned vehicles, including the loading or unloading thereof, with limits no less than One Million Dollars (\$1,000,000) combined single limit of liability for Automobile Bodily Injury, Personal Liability and Automobile Property Damage for each occurrence.
  - c. Worker's Compensation. Statutory benefits as required by state where work is being performed, and Employer's Liability Insurance at a limit of not less than One Million Dollars (\$1,000,000) for all damages arising from each accident or occupational disease.
  - d. Technology Errors and Omissions Liability. Covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction, and including coverage for introduction of a computer virus onto, allowing unauthorized access to, denial of service, or otherwise causing damage to, a computer, computer system, network, or similar computer-related property and the data, software and programs used thereon, as well cyber liability and privacy, in an amount of at least One Million Dollars (\$1,000,000) per occurrence. Coverage will include intentional or unintentional disclosure of private personal or corporate information. Liability will also include the cost of regulatory action defense and fines/penalties, privacy breach notification, fraud monitoring, and public relations expenses, whether computer-related or not. These amounts will not be sublimited, nor will costs be limited to those mandated by statute or regulation.
  - e. Crime Insurance (also known as Employee Dishonesty insurance/ Fidelity Bond). In an amount of not less than One Million Dollars (\$1,000,000) per occurrence covering all Vendor Personnel and including coverage for cybercrime and privacy breaches and a MachH2's property endorsement or insuring agreement specifying that employee theft coverage extends to MachH2's property in the event of any theft of MachH2's money or property, or money or property of other persons for which MachH2 is responsible. Verification that MachH2 has been included as a joint loss payee under the policy must be provided.
  - f. Umbrella Excess Liability. Coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence.
  - g. Professional E&O Coverage. Professional errors and omissions policy with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
2. All such insurance shall be carried with companies rated A-, VII or better by AM Best, or otherwise reasonably satisfactory to MachH2, licensed to do business in the jurisdiction where the Services are to be performed, and such insurance policies shall name MachH2 and its parents, Affiliates and subsidiaries and its and their officers, directors, members, managers, employees and agents as

additional insured parties on a primary and noncontributory basis. All Vendor's policies of insurance required hereunder shall waive any rights of subrogation against MachH2. Vendor shall provide for thirty (30) days prior written notice to MachH2 of any cancellation of coverage, and Vendor shall promptly notify MachH2 of any nonrenewal or material change that would cause Vendor to no longer comply with the requirements of this Attachment B. No policy required hereunder may exclude coverage for claims occurring in the United States or any other jurisdiction where Services will be provided hereunder. Vendor's insurance obligations hereunder and Vendor's insurance policy amounts or limitation shall in no way restrict or reduce any indemnification obligations contained elsewhere in this Agreement.

3. Vendor agrees that MachH2 may, from time to time during the term of this Agreement, require that additional insurance be obtained and maintained in amounts reasonably related to the scope and the nature of the Services to be performed under this Agreement or required by any landlord, customer, Government Contract, or other party which may require MachH2 to require insurance of its vendors.

Vendor shall not commence Services under this Agreement until it has obtained all insurance required hereunder and provided evidence of such coverage on an ACORD COI or equivalent. Vendor shall not allow any subcontractor to commence Services until such subcontractor has obtained all insurance required under this Attachment B, nor shall Vendor make any other arrangement with anyone for the performance of any Services contemplated hereby which does not embody the substance of these provisions concerning insurance protection for MachH2. Renewal certificates of insurance must be filed prior to policy expiration so that a current certificate is on file with MachH2 at all times during the term of this Agreement.

| <b>Attachment C: Past Performance Questionnaire</b>   |   |
|---|---|
| Client Name:  |   |
| Complete Address:   |   |
| Contract number or other reference:   | Date of Contract:   |
| Date Work Began:  | Date Work was Completed:  |
| Initial Contract Price:   | Final Contract Price:   |
| Technical Point of Contact (name, title, address, telephone no., and email address)   | Contracting Point of Contact (name, title, address, telephone no., and email address) |
| Location of Work (country, state or providence, city)   |   |
| Description of contract work. Describe nature and scope of this work. Provide a detailed explanation demonstrating relevance of the contract to the requirement of this solicitation. |   |
| Name(s) of subcontractor(s) used, if any, and description of the extend of work performed   |   |

**Attachment D: Cost Estimate Worksheet**

**Overall Cost Summary Table**

| <b>Tasks</b>  | <b>Year 1</b> | <b>Year 2</b> |
|---|---------------|---------------|
| Task #1: Project Initiation and Ongoing Project Management                                  |               |               |
| Task #2: Programmatic Environmental Impact Statement Analysis Plan                          |               |               |
| Task #3: Early Draft of Chapters 1 and 2 of the Programmatic Environmental Impact Statement |               |               |
| Task #4: Public Scoping   |               |               |
| Task #5: Alternatives Development [As Needed]   |               |               |
| Task #6: Draft Programmatic Environmental Impact Statement                                  |               |               |
| Task #7: Post Final Environmental Impact Statement Support (OPTIONAL)                       |               |               |
| Task #8 - Consultations and Other Environmental Tasks                                       |               |               |
| <b>Total Cost:</b>  | \$            | \$            |

Please include a summary table as shown below for all tasks (Tasks #1-8) and for break-out each task summary sheet per year (i.e. for Year 1 and 2). Please use additional sheets as needed.

| <b>Task #1- Project Initiation and Ongoing Project Management (Year 1)</b> |          |                     |            |                       |
|--|----------|---------------------|------------|-----------------------|
| <b>Labor Costs</b>   |          |                     |            |                       |
| Position/ Title  | Quantity | Hourly Billing Rate | # of Hours | Estimated Total Costs |
|  |          |                     |            |                       |
|  |          |                     |            |                       |
|  |          |                     |            |                       |
|  |          |                     |            |                       |
|  |          |                     |            |                       |
|  |          |                     |            |                       |
|  |          |                     |            |                       |
|  |          |                     |            |                       |
|  |          |                     |            |                       |
| <b>Total</b>   |          |                     |            |                       |
| <b>Non- Labor Costs (Year 1)</b>   |          |                     |            |                       |
| Materials/Supplies   |          |                     |            |                       |
| Travel   |          |                     |            |                       |
| Other (please describe)  |          |                     |            |                       |
| <b>Total</b>   |          |                     |            |                       |



**Attachment E:  
 ACKNOWLEDGMENT OF RECEIPT OF  
 RFP for PREPARATION OF A PROGRAMMATIC ENVIRONMENTAL IMPACT  
 STATEMENT FOR  
 MachH2 PROJECT**

Please complete and return this Acknowledgement Form via email to: [PMO@MachH2.com](mailto:PMO@MachH2.com) by DATE

We **intend** to submit a proposal

We **do not** intend to submit a Proposal

The name, e-mail address, and telephone number of the individual who will serve our firm's as point of contact for this RFP is provided below.

|                          |               |             |
|--------------------------|---------------|-------------|
| <b>Name of Firm:</b>     |               |             |
| <b>Point of Contact:</b> |               |             |
| <b>Phone:</b>            | <b>Email:</b> |             |
| <b>Name:</b>             | <b>Title</b>  | <b>Date</b> |
| <b>Signature:</b>        |               |             |