



TENASKA SEQUESTRATION SERVICES, LLC
LONGLEAF CCS HUB CO₂ SOURCE FEASIBILITY STUDY –
REQUEST FOR PROPOSALS (RFP)

RFP-TNSK-LONGLEAF-2024-002

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Longleaf CCS Hub – CO₂ Source Feasibility Study

1. Introduction

Tenaska Sequestration Services, LLC (“Tenaska”) is seeking proposals from qualified contractors to perform a CO₂ Source Feasibility Study for its Longleaf carbon dioxide sequestration (CCS) hub. The contract is to be funded through a Federal cooperative agreement that has been awarded to the Southern States Energy Board (“SSEB”) by the U.S. Department of Energy (the “Federal awarding agency”) and that is identified by Federal Award Identification Number DE-FE0032341 (the “Principal Agreement”), for Longleaf CCS Hub (the “Project”).

A potential contractor desiring to enter into a contract with Tenaska is called a “Respondent” in this Request for Proposals (“RFP”). Respondents should carefully read this document, all attachments, and referenced items. This RFP and the associated documents identify the services sought by Tenaska, contain the instructions for preparing and submitting a Proposal, and explain the process by which Tenaska will award a contract.

Tenaska intends to enter into a contract with one qualified contractor. Selection will be based on the evaluative criteria included in this RFP. The selected contractor must meet the requirements for a responsible contractor that possesses the ability to perform successfully under the terms and conditions of the proposed procurement transaction in accordance with the requirements of 2 C.F.R. § 200.318. The contract will contain, in addition to the various certifications set forth herein, such other certifications, representations, warranties and covenants required for a Federal cooperative agreement funded activity and such other terms and conditions customary for similar agreements. Tenaska reserves the right to reject any and all Proposals and not to award any contract.

The contract will be on a not-to-exceed, time and material basis.

2. Project Overview

The Longleaf CCS Hub is a project currently in development by Tenaska in Mobile County, Alabama. The project aims to transport CO₂ from various regional customers and store it in a centrally located sequestration field. The Class VI permit application has been deemed administratively complete by the EPA and is currently in the Technical Review stage of the permit process. The approximate location of the Longleaf CCS Hub is shown in Figure 1.

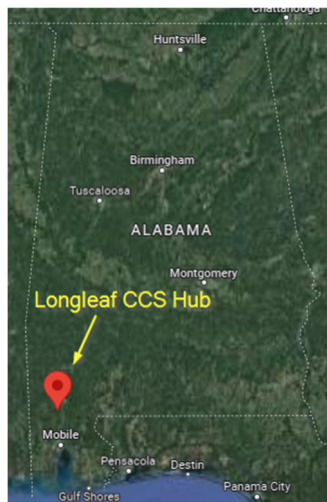


Figure 1: Location of Longleaf CCS Hub shown north of Mobile, AL

3. RFP Process

- 3.1. Tenaska will weigh the relative merits of Proposals submitted by Respondents. The purpose of the RFP process is not necessarily to obtain the lowest possible cost; instead, the purpose of the RFP process is to identify the Respondent that will provide Tenaska with the most advantageous Proposal overall after considering the relevant evaluative factors.
- 3.2. Submission: All Proposals must be submitted electronically in PDF format by email to the following email address: the Primary Contact and Secondary Contact listed on the cover of this RFP. The email submission for all proposals should include the following subject line: “[RESPONDENT’S NAME], PROPOSAL FOR RFP-TNSK-LONGLEAF-2024-002, CONFIDENTIAL” in all capital letters.
- 3.3. Required Certifications: Each Respondent must include in its Proposal a signed copy of the Required Certifications found in Appendix B to this RFP.
- 3.4. Deadline and Receipt: Proposals will be accepted until **November 27, 2024 at 5:00:00 p.m. (CST)**, although Tenaska reserves the right to offer extension or accept Proposals received after this deadline. Respondents are responsible for ensuring that Proposals are timely received. Tenaska will send Respondents a confirmation email that the Proposal was received, and the confirmation email will include the time and date that the Proposal was received. If a Respondent does not receive a confirmation email from Tenaska within forty-eight (48) hours of submitting its Proposal, the Respondent should then contact the Primary Contact and/or Secondary Contact listed on the cover of this RFP. Although Tenaska will accept all Proposals received by the deadline, Respondents are advised not to wait until the deadline to submit Proposals.
- 3.5. Each Respondent is advised to include all required information with its Proposal. Although Tenaska will evaluate all Proposals to the extent practicable, failure to include all of the information requested could affect Tenaska’s evaluation of the Proposal and result in the Proposal’s rejection. Tenaska reserves the right to reject any and all Proposals.
- 3.6. Questions: Please submit all questions concerning this RFP to Tenaska by email to the Primary Contact and Secondary Contact listed on the cover of this RFP. Do not contact any other person or persons with questions concerning this RFP.

4. Scope and Specifications

- 4.1. Tenaska envisions entering into a not-to-exceed, time and material contract to perform the CO₂ Source Feasibility Study as more particularly described in the Scope and Specifications found in Appendix A – CO₂ Source Feasibility Study, which is attached to and made a part of this RFP.
- 4.2. The Respondent shall review this Scope and, as part of the Proposal, list any exceptions to these requirements.
- 4.3. Domestic Preference: If awarded a contract under this RFP, in fulfilling its obligations to Tenaska under such contract, the Respondent must adhere to the domestic preference provision found at 2 C.F.R. § 200.322, which provides to the greatest extent practicable a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States in connection with programs funded through Federal financial assistance awards. For infrastructure projects, section 200.322(d), directs recipients and their contractors to the

regulations implementing the Build America Buy America Act preferences found in 2 C.F.R. pt. 184 and applicable Federal awarding agency regulations and guidance.

5. Minimum Requirements

- 5.1. To be considered for this RFP, an Respondent must meet the following Minimum Requirements: (a) Respondent is registered to do business in Alabama and has all necessary general State and local business licenses (excluding any special permits or licenses that Respondent would need to obtain to perform the contract, provided such special permits or licenses can be obtained in a timely manner such as not to delay performance of the contract beyond the Performance Deadline); (b) and Respondent is not presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency.

6. Ethics in Contracting

- 6.1. No Collusion: By submitting a Proposal, each Respondent represents and certifies that the costs in the Proposal were arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition, with any other Respondent or competitor. Each Respondent further represents and certifies that, unless otherwise legally permitted, the costs that have been included in its Proposal have not been disclosed knowingly by the Respondent and will not knowingly be disclosed by the Respondent before the RFP's submission deadline to any other Respondent or competitor. In addition, each Respondent represents and certifies that the Proposal has not and will not make any attempt to induce any person or business either to submit or not to submit a Proposal in connection with this RFP.
- 6.2. Prohibited Communications: No Respondent may communicate in any form (whether written, oral, or electronic) directly or indirectly with any director, officer, employee, or agent, of Tenaska for the purpose of influencing the selection or rejection of any Respondent or prospective contractor or otherwise to circumvent the selection process described in this RFP. However, a Respondent may communicate with the designated employee(s) or agent(s) of Tenaska for purposes specifically allowed under the terms of this RFP or otherwise allowed under Tenaska's policies. Failure to adhere to these restrictions may result in disqualification of the Respondent and rejection of the Respondent's Proposal.
- 6.3. No Gratuities or Favors Allowed: No Respondent will promise or provide any gratuities, favors, or anything of monetary value to any director, officer, employee, or agent of Tenaska for the purpose of influencing the consideration of the Respondent's Proposal in connection with this RFP. No director, officer, employee, or agent of Tenaska will solicit any gratuities, favors, or anything of monetary value from any Respondent.

7. Proposal Not an Offer

- 7.1. This RFP is issued to elicit responses and is not an offer. No contract or binding obligation on Tenaska may be implied from this RFP. No agreement will be formed between any Respondent and Tenaska unless and until a written agreement is executed by a selected Respondent.

8. Withdrawal

- 8.1. By written request to Tenaska at the Primary and Secondary Contact emails listed on the cover of this RFP, a Respondent may withdraw from the RFP process at any time before the deadline for submission of Proposals. After the deadline for submission of a Proposal in response to this

RFP, a Respondent may not withdraw a Proposal for a period of fourteen (14) days after such deadline.

9. Legal Compliance

- 9.1. Respondent will obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance, and comply with any and all other standards or regulations required by Federal, State, county, or municipal statutes, ordinances, and rules during the performance of any contract between Tenaska and the Respondent. Any requirement specifically included in any contract between Tenaska and the Respondent will be considered as a supplement to (and not as a substitute for) this Section.

10. Pricing

- 10.1. In estimating and preparing the cost for performing any contract under this RFP, the Respondent must base its pricing on the cost principles found in 2 C.F.R. pt. 200 or 2 C.F.R. pt. 910, as appropriate.

11. Proposal Expenses

- 11.1. The Respondent is responsible for all expenses associated with the preparation and submission of its Proposal and with participation in the RFP process. Respondent should not include any such expenses in its Proposal. The Respondent will not be reimbursed for such expenses under any circumstances.

12. Errors or Omissions

- 12.1. The Respondent and its authorized representatives are expected to fully inform themselves of the Specifications and any other conditions and requirements before submitting Proposals. Failure to do so will be at the Respondent's own risk.

13. Study Contract Terms

- 13.1. Master Services Agreement ("MSA")

- 13.1.1. If Respondent has an active MSA with Tenaska or a Tenaska affiliate, the CO₂ Source Feasibility Study work may be performed under the terms and conditions of the MSA as a separately issued task order, if Tenaska elects that approach in lieu of a standalone not-to-exceed, time and materials contract, although the task order would be issued on the same not-to-exceed, time and materials basis.

- 13.2. Periodic Reporting

- 13.2.1. Throughout the duration of study, the Respondent shall conduct weekly conference calls with Tenaska and provide regular written status update reports.

- 13.3. Insurance

- 13.3.1. The Respondent, if awarded a contract under the RFP, must secure and maintain, at its sole expense, throughout the term of the contract, insurance necessary to cover its performance under the contract. The Respondent accepts full responsibility for identifying and determining the types and extent of insurance necessary to provide reasonable financial protections for itself and Tenaska provided that the Respondent maintains the minimum coverages required under such contract. The minimum coverages required under the contract

will be: (a) Commercial General Liability Insurance (including bodily injury, property damage, blanket contractual, and personal injury) with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate; (b) Commercial Automobile Liability Insurance (including owned, non-owned, leased, and hired motor vehicle coverage) with limits not less than \$1,000,000 combined single limit per occurrence; (c) Worker's Compensation Insurance at the appropriate statutory limits, including Employer's Liability coverage with limits of not less than \$1,000,000 for each accident, (d) Umbrella Liability Insurance with limits of not less than \$4,000,000 per occurrence and \$4,000,000 in the aggregate; and (e) Professional Liability Insurance with limits of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate. Respondent shall provide Tenaska with a waiver of subrogation on all insurance policies required herein and include "Tenaska Sequestration Services, LLC" as an additional insured on the policies required in (a), (b), and (d). **The Respondent must submit a current certificate of insurance evidencing these coverage minimums with its Proposal.**

14. Discussions with Respondent

- 14.1. Tenaska may hold discussions with a Respondent submitting an acceptable or potentially acceptable Proposal. The purpose of such discussions is: (a) to promote understanding of the Respondent's Proposal in relation to Tenaska's needs, and (b) to facilitate the negotiation of a contract most advantageous to Tenaska when considering the criteria and other requirements of the RFP.

15. Evaluative Factors

- 15.1. Tenaska will evaluate each Proposal that meets the Minimum Requirements on the following factors set forth below. Each criterion listed below is assigned a point value, which represents the maximum number of points that may be awarded for that criterion.
- 15.1.1. Cost (30 points): Respondent should propose the lump sum for which it will be paid for the Scope.
- 15.1.2. Respondent's Prior Experience & Qualifications of Key Team Members (30 points): Respondent should include in its Proposal a description of any demonstrated, proven record of successfully completing contracts similar and scope and complexity to the contract contemplated by this RFP in accordance with the Specifications in Appendix A. Respondent should identify each individual who would be performing the Scope and include a description of each individual's experience and availability.
- 15.1.3. Proposal Quality & General Responsiveness (20 points): Respondent should provide a clear and complete explanation of the Respondent's approach to performing the contract in accordance with the Specifications in Appendix A and the other requirements. Respondent will be evaluated on the completeness of the Respondent's Proposal in response to the RFP and the extent to which the Respondent followed the instructions and other requirements specified in the RFP.
- 15.1.4. Schedule (10 points): Respondent should propose a guaranteed completion date (duration) for the work.
- 15.1.5. Financial Condition (5 points): Respondent should include in its Proposal a description of its financial capacity to comply with all requirements of the contract to be awarded under this RFP.

15.1.6. Disadvantaged Business Enterprise Criteria (5 points): Respondent should include in its Proposal a statement regarding its status as a small business, minority business, women's business enterprise, labor surplus area firm, or other disadvantaged, diverse, or historically under-represented business.

16. Selection

16.1. Tenaska will select the Respondent that Tenaska determines to be fully qualified under the criteria in this RFP and to have submitted the most advantageous Proposal. In addition, any Respondent selected must also satisfy the criteria for a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement in accordance with the requirements listed in 2 C.F.R. § 200.318.

17. Negotiation

17.1. Tenaska may conduct negotiations with one or more Respondents initially selected by Tenaska. Identification of a Respondent or Respondents for negotiation may not result in the award of a contract as Tenaska and the Respondent must first agree to mutually acceptable contract terms and conditions. Any award will result in a contract (or task order, as described in Section 13.1.1) incorporating all the requirements, terms, and conditions of the RFP and the Respondent's Proposal as negotiated.

18. Silence

18.1. The apparent silence of this RFP and any Specifications or supplemental materials as to any detail or the omission of a detailed description as to any point will be regarded as meaning that only the best commercial practices are to prevail.

19. Disclaimer

19.1. Tenaska reserves the right to waive technicalities and informalities. Tenaska reserves the right to re-advertise or terminate this RFP for any reason at any time before Tenaska awards a contract. Tenaska further reserves the right to cancel, recall, or reissue all or any part of this RFP at any time. This RFP does not commit Tenaska to selecting a Proposal, awarding a contract, paying any costs associated with the preparation of a Proposal, or procuring or contracting for any work whatsoever. Tenaska reserves the right, in its discretion, to accept or reject any or all responses to this RFP; to negotiate with all Respondents being selected for contract negotiations; and/or to not move forward with executing a contract with any party.

20. Termination for Default

20.1. Should Respondent be awarded a contract but fail to fulfill its obligations in an effective and timely manner, Tenaska will have the right, in addition to other remedies, to terminate the contract by specifying the date of termination in a written notice of cancellation. Termination will become effective on the date as specified in the notice of cancellation. Tenaska also reserves the right to secure performance of the contract from other sources and hold the defaulting contractor responsible for any additional costs incurred.

21. Timeline

21.1. The following timeline shows the anticipated schedule for the RFP and award process. The anticipated award date and the anticipated Commencement Date are estimates, and Tenaska is not obligated to award any contract under this RFP by the anticipated award date,

nor is performance under any contract awarded promised or guaranteed to start by the anticipated Commencement Date.

- 21.1.1. Proposals Due: **November 27, 2024 at 5:00:00 p.m. CST**
- 21.1.2. Anticipated Award Date: **December 31, 2024**
- 21.1.3. Anticipated Virtual Kickoff: **January 13, 2025 (TBD upon award)**
- 21.1.4. Anticipated Completion Date: **December 19, 2025 (TBD upon award)**

22. Bid Price Breakdown

22.1. Tenaska requests Respondents to this RFP provide a breakdown of their not-to-exceed offer in the following format.

Task	Not-To-Exceed Price
Task 6.0 – CO ₂ Supply Curve	
Task 6.1 – Anchor Customer CO ₂ Capture Technology Screening	
Task 6.2 – Anchor Customer CO ₂ Capture Feasibility Study	
Task 6.3 – Anchor Customer Steam Supply Study	
Task 6.4 – Anchor Customer Cooling Water Study	
Total	

23. Requested Adders

23.1. As engagement with potential customers may increase the number of facilities Tenaska which deems as “anchor customers,” Tenaska requests Respondents to this RFP provide additive pricing for potential increase(s) to the study Scope as follows.

Task	Option Not-To-Exceed Price per Additional “Anchor Customer”
Task 6.1 – Anchor Customer CO ₂ Capture Technology Screening	
Task 6.2 – Anchor Customer CO ₂ Capture Feasibility Study	
Task 6.3 – Anchor Customer Steam Supply Study	
Task 6.4 – Anchor Customer Cooling Water Study	

24. Bid Checklist

24.1. Respondents should include all of the following with their proposal:

1. Pricing, with bid price breakdown and requested adders
2. Respondent’s prior related or relevant experience
3. Respondent’s proposed team organization chart
4. Resumes for key personnel
5. Signed Appendix B – Required Certifications
6. Certificate of Insurance & Waiver of Subrogation

APPENDIX A

CO₂ SOURCE FEASIBILITY STUDY SCOPE & SPECIFICATIONS

APPENDIX A – CO₂ SOURCE FEASIBILITY STUDY SCOPE & SPECIFICATIONS

A. Introduction

The goal of the CO₂ Source Feasibility Study is to help Tenaska define and advance a plan for supply of CO₂ for injection at the Longleaf CCS Hub. The study is to be conducted in three phases consisting of five total tasks. The initial phase will focus on characterizing the total addressable emissions in regional proximity to the Longleaf CCS Hub. The latter two phases will focus on more detailed study of facilities which Tenaska has defined as “anchor customers” for the Longleaf CCS Hub.

B. Phase 1

Task 6.0 – CO₂ Supply Curve

Tenaska has identified approximately 62 point-source emitters in the project interest area. Tenaska proposes to focus study on point-source emitters with annual emissions greater than 100,000 tonne CO₂/year. Tenaska estimates 39 qualifying point-source emitters (exact number to be confirmed during course of study).

For each CO₂ source, assemble information detailing the type of source (electric generation, natural gas processing, refining, industrial, DAC, etc.). Assemble the descriptive characteristics of each source, pre-capture, including the physical and chemical properties of the source (e.g., composition, mass, flow rate, pressure, etc.). For each CO₂ source, describe the capture technology that is most suitable for the type and size of facility, the associated achievable percent capture and an approximate timeline for capture implementation and operation. Include assessment of whether post-processing may be required for the captured CO₂, such as dehydration and compression, to meet the Longleaf CO₂ pipeline specifications (to be provided by Tenaska). Identify and summarize source facility operational criteria that may impact delivery of CO₂ to the Longleaf CCS Hub to provide a conservative annualized CO₂ delivery estimate. For each identified CO₂ source, prepare cost estimate of CO₂ capture and processing using metrics such as levelized cost of capture on a \$/tonne CO₂ basis or equivalent methodology selected by Respondent.

Combine the information gathered to assemble a CO₂ supply curve for the Longleaf CCS Hub over a 30-year duration, with an emphasis on initial supply of CO₂ for the first five years of injection. Coordinate and support Tenaska in developing a detailed cash flow model based on the CO₂ supply curve.

C. Phase 2

Task 6.1 – Anchor Customer CO₂ Capture Technology Screening

Tenaska has identified three anchor customer facilities in proximity to the Longleaf CCS Hub. Phase 2 and Phase 3 of the CO₂ Source Feasibility Study will consist of site-specific assessment for each anchor customer to assist in their CO₂ capture project planning and development. Phase 2 (Task 6.1) is a CO₂ capture technology screening evaluation for each anchor customer. At the end of Phase 2, a recommendation should be made as to which technology is best suited for each of the three anchor customers. The technologies to be evaluated should include, but are not limited to:

- Amine solvent CO₂ capture
- Sorbent CO₂ capture
- Cryogenic CO₂ capture
- Membrane CO₂ capture

Technologies should be evaluated on the basis of “best in class” performance for each technology type but should be vendor/licensor agnostic at this stage. Evaluation metrics for each technology type should include at least the following:

- AACE Class V cost estimate
- Technology readiness level
- Commercial readiness level
- Approximate footprint
- Site integration impacts
- Summary-level utility requirements

Evaluations should be summarized in separate memo-reports for each anchor customer.

D. Phase 3

Task 6.2 – Anchor Customer CO₂ Capture Feasibility Study

Task 6.2 is a CO₂ capture feasibility study for each of the three anchor customers. Tenaska and Respondent, with the input of the anchor customers, will select a technology basis for each facility based on the CO₂ capture technology evaluation and recommendations in Phase 2. Each feasibility study will assess two vendor/licensor specific offerings for the selected technology type.

Each feasibility study should include the preliminary engineering activities necessary to support the development of an AACE Class IV Cost Estimate. At a minimum, the following deliverables will be developed for each anchor customer:

- Preliminary design basis / design criteria (summarizing the requirements of each “capture project” in terms of site conditions, ambient conditions, operating characteristics, site specific design considerations, and site utilities/sourcing)
- Block flow diagram(s)
- Process flow diagram(s)
- Heat & material balance(s)
- Water balance(s)
- General arrangement(s)
- Equipment list(s)
- Major tie-ins / terminal points list(s)
- Electrical load list(s)
- One line diagram(s)
- Balance of plant (“BOP”) utility requirements
- Permitting matrix

Each feasibility study should also include preliminary calculations, soliciting budgetary quotes and technology vendor information, and other tasks to develop the capture and operating and maintenance (“O&M”) costs.

Each CO₂ Capture Feasibility Study should be summarized in a separate memo-report for each anchor customer.

Task 6.3 – Anchor Customer Steam Supply Study

Task 6.3 is a steam supply study for each of the three anchor customers using the BOP utility requirements developed in Task 6.2. Each steam supply study should include evaluation of the following at a minimum:

- Steam requirements for the CO₂ capture equipment
- Identification of existing sources of steam within each anchor customer’s facility
- Determination if existing sources of steam are suitable to supply CO₂ capture equipment
- Evaluation of steam extraction versus auxiliary steam supply options, including capital cost, operating cost, performance, site layout, and permitting requirements
- Recommendation on source of steam for the CO₂ capture equipment

Each Steam Supply Study should be summarized in a separate memo-report for each anchor customer.

Task 6.4 – Anchor Customer Cooling Water Study

Task 6.4 is a cooling water supply study for each of the three anchor customers using the BOP utility requirements developed in Task 6.2. Each cooling water supply study should include evaluation of the following at a minimum:

- Cooling water requirements for the CO₂ capture equipment
- Identification of existing sources of cooling within each anchor customer’s facility
- Determination if existing sources of cooling water are suitable to supply CO₂ capture equipment
- Evaluation of wet cooling versus dry cooling for the CO₂ capture equipment, including capital cost, operating cost, performance, site layout, and permitting requirements
- Recommendation on source of cooling water for the CO₂ capture equipment

Each Cooling Water Study should be summarized in a separate memo-report for each anchor customer.

E. Engagement with Capture Technology Licensors

Completion of the CO₂ Source Feasibility Study will necessitate engagement with various CO₂ capture technology vendors/licensors, including solicitation of budgetary quotes and vendor technology information. Tenaska does not currently expect participation of the CO₂ capture technology vendors/licensors to be on a paid basis. Such costs should be excluded from Respondent’s Proposal. If such costs become necessary at a later date, they will be addressed by Tenaska, or the Scope amended.

F. Engagement with Sequestration Customers

Completion of the CO₂ Source Feasibility Study will necessitate engagement with Tenaska’s potential CO₂ sequestration customers. Participation of those potential customers is on a voluntary basis. Tenaska will coordinate solicitation of facility information through a request for information (“RFI”) process to be initiated by the Respondent selected to perform the work. Respondents should assume Tenaska’s identified anchor customers will provide fulsome, accurate, and timely responses to all RFIs. Tenaska does not currently expect the CO₂ Source Feasibility Study will require in-person site visits for each anchor customer. Costs for in-person site visits should be excluded from Respondent’s Proposal. At Tenaska’s discretion, potential sequestration customers may be invited to participate in project meetings and discussions, though typically only where required to facilitate responses to RFIs or to review findings.

APPENDIX B
REQUIRED CERTIFICATIONS

APPENDIX B – REQUIRED CERTIFICATIONS

By submitting a Proposal to this RFP, the Respondent is making the following certifications as part of its Proposal and assures that it is and will remain in compliance with the conditions contained in these certifications.

Lobbying Certification

By submitting a proposal, the Respondent certifies, to the best of its knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Respondent shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Access to Records

If awarded a contract under this RFP, the Respondent agrees to provide Tenaska, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Respondent agrees to permit any of the foregoing parties or their authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Respondent agrees to provide the foregoing parties or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Disadvantaged Firms

If awarded a contract under this RFP, the Respondent must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and, (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. The Respondent further agrees to include a provision requiring such compliance by all subcontractors in its lower tier transactions and requiring that all subcontractors further flow down such compliance by including the same provision in their lower tier transactions.

Compliance with Federal Law

Respondent acknowledges that Federal financial assistance will be used to fund all or a portion of the contract. The Respondent will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

Federal Program Fraud and False Statements

The Respondent acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Respondent's actions pertaining to any contract entered into under this RFP.

Federal Government Not Party

The Federal Government is not a party to any contract entered into under this RFP and is not subject to any obligations or liabilities to Tenaska, the Respondent, contractor, or any other party pertaining to any matter resulting from any contract.

Equal Employment

During the performance of any contract entered into under this RFP, to the extent applicable, the Respondent agrees as follows:

(1) The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard

to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Respondent will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

Suspension and Debarment

This project is a covered transaction for purposes of 2 C.F.R. pt. 180. As such, the Respondent is required to verify that neither the Respondent, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905), are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Respondent must comply with 2 C.F.R. pt. 180, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters. The Respondent hereby certifies that neither the Respondent nor any of its principals or affiliates is presently excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935) or proposed for suspension or debarment or otherwise declared ineligible for the award of contracts by any Federal agency. The Respondent agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, throughout the period of any contract. The Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions. This certification is a material representation of fact relied upon by Tenaska. If it is later determined that the Respondent did not comply with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to Tenaska, the Federal Government may pursue available remedies, including but not limited to suspension and debarment.

The undersigned is an authorized representative for the Respondent named above and hereby certifies as to the foregoing matters.

Respondent

Respondent's Representative

Title

Printed Name

Date