



**Driftwood Pipeline LLC
Line 200 and Line 300 Project**

**Request for Proposal for the Preparation of a Third-Party
Prepared Environmental Impact Statement for the
DWPL Line 200 and Line 300 Project**

September 8, 2021

DISCLAIMER

THIS IS NOT A FEDERAL PROCUREMENT.

THE FOLLOWING REQUEST FOR PROPOSALS (RFP) WILL RESULT IN A PRIVATE CONTRACT BETWEEN DRIFTWOOD PIPELINE LLC (DWPL) AND A CONTRACTOR AND WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. NEITHER THE PROCUREMENT NOR ADMINISTRATION OF THE RESULTING CONTRACT IS SUBJECT TO FEDERAL PROCUREMENT LAWS, REGULATIONS, OR PROTEST PROCEDURES. ANY DISPUTES NOT SETTLED BY THE PARTIES THEMSELVES MUST BE RESOLVED BY A COURT OF COMPETENT JURISDICTION, OR THROUGH ALTERNATIVE DISPUTE RESOLUTION PROCEDURES TO BE DETERMINED BY THE PARTIES AND DESCRIBED IN THE CONTRACT.

QUESTIONS CONCERNING THIS PROCUREMENT SHOULD BE DIRECTED ONLY TO DWPL. DWPL MUST PROVIDE INFORMATION SUPPLIED TO ANY INDIVIDUAL CONTRACTOR TO ALL CONTRACTORS SUBMITTING A LETTER OF INTENT TO RESPOND TO THE RFP.

THE FEDERAL ENERGY REGULATORY COMMISSION STAFF SHOULD NOT BE CONTACTED AND WILL NOT RESPOND TO ANY QUESTIONS CONCERNING THE PROCUREMENT PROCESS.

HOLD HARMLESS

The parties agree that the Federal Energy Regulatory Commission and its employees are not liable for any costs or judgements arising from the conduct of this procurement, and administration or supervision of the contract for the environmental services described herein.

TO:
FROM: Driftwood Pipeline LLC
Attn: Eryn Pullin
1201 Louisiana Street, Suite 3100
Houston, Texas 77002
Office: +1 832 962 4000
DATE: September 8, 2021
SUBJECT: Request for Proposal (RFP) for the Preparation of a Third-Party Prepared Environmental Impact Statement (EIS) for the DWPL Line 200 and Line 300 Project
FERC Docket No. CP21-465-000

(Proposal Due Date: Wednesday, October 6, 2021, 12:00 PM CT)

1.0 BACKGROUND, OVERVIEW, AND SCOPE

1.1 Background

Driftwood Pipeline LLC (DWPL) proposes to construct dual 42-inch diameter natural gas pipelines in Louisiana. DWPL is soliciting proposals for the coordination and development of an Environmental Impact Statement (EIS) for the proposed Line 200 and Line 300 Project as more specifically described in Section 1.2. The EIS will be prepared under a third-party contractor arrangement with DWPL as the Applicant and the Federal Energy Regulatory Commission (FERC or Commission) as the lead federal agency for the National Environmental Policy Act (NEPA) process. On June 17, 2021, DWPL filed an application with the FERC for authorization under Section 7(c) of the Natural Gas Act to construct, own, operate, and maintain the Line 200 and Line 300 Project. The FERC's Office of Energy Projects (OEP) will be responsible for providing technical direction to the third-party contractor throughout the NEPA review process. A contract will be executed pursuant to the third-party contracting procedures set forth in 40 CFR 1506.5(c) and as referenced in the FERC third-party contracting program announced on February 9, 1994.

As the Applicant, DWPL is soliciting proposals through this RFP for a third-party contractor to provide the services described in sections 1.3 and 1.4. The technical and cost proposals will be initially reviewed and evaluated by DWPL who will then submit all the proposals to the OEP staff and file the proposals in the FERC project docket as CUI/PRIV. The OEP staff will make the final selection of the third-party contractor, based upon its independent review of the technical, managerial,

personnel, and Organizational Conflict of Interest (OCI) aspects of each proposal. Upon selection, the third-party contractor, DWPL, and the Director of OEP will sign a Memorandum of Understanding (MOU) that details the roles and responsibilities of each party. DWPL will finalize a contract with and fund the successful contractor for the scoped activities.

Once a third-party contractor is selected, the OEP staff will direct the activities of the contractor in the consultation, reviews, and preparation and processing of documents within the scope identified herein. DWPL will have no control over nor direct the activities of the contractor. Other federal agencies who could be invited by the OEP staff to participate in the NEPA process as cooperators may include the U.S. Army Corps of Engineers, U.S. Department of Transportation, and U.S. Fish and Wildlife Service. Appropriate regulatory agencies in Louisiana will also be encouraged to participate in the NEPA process and may be cooperating agencies, as defined by the Council on Environmental Quality regulations at 40 CFR 1501.6.

1.2 Overview of the Project

DWPL is proposing to construct, own, operate, and maintain the Line 200 and Line 300 Project. The Project involves the construction of dual 42-inch-diameter natural gas pipelines (Line 200 and Line 300), an approximate 211,200 horsepower electric-motor driven compressor station (CS), 12 interconnect/meter station (MS) facilities, of which the majority are bi-directional, and additional appurtenant facilities located in Beauregard and Calcasieu Parishes, Louisiana. Once all facilities have been constructed, DWPL will be able to transport a nominal 4.6 billion cubic feet per day (BCF/d) of natural gas and support peak seasonal flows of up to 5.3 BCF/d. Line 200 will originate near Ragley in Beauregard Parish and extend approximately 36.9 miles. Line 300 will originate at the proposed Indian Bayou CS at milepost (MP) 6.1 along Line 200 and will be collocated with Line 200 for its entire 30.8-mile length until both pipelines terminate near Carlyss in Calcasieu Parish at the new MS 12 that delivers gas to the previously certificated Driftwood LNG facility. At the time of the FERC filing, the project had firm transportation contracts for firm service of up to 4.6 BCF/d starting in 2024. As a result of continued interest in the project from regional consumers, DWPL is in discussions with additional shippers which may result in the identification of additional meter stations and/or modifications to the previously proposed meter stations located along the proposed pipeline. Furthermore, as DWPL continues to negotiate with the various landowners for surface rights, easements, or purchases of property for meter stations and/or compressor stations, the location of the above ground facilities may shift slightly during the review process of the application. Such minor modifications should be anticipated as part of the NEPA process and expected to occur.

Appendix E provides the Project Overview Map for the proposed pipelines.

1.3 Scope

The selected third-party contractor will:

- review resource reports and prepare and submit EIRs, as required, to OEP staff;
- draft a Notice of Intent and Notice of Schedule for OEP staff;
- maintain and organize the stakeholder mailing lists;
- prepare and submit a PADEIS to the OEP staff;
- incorporate comments from OEP staff into an administrative DEIS (ADEIS);
- submit the ADEIS to OEP staff and the cooperating agencies;
- incorporate/resolve comments on the ADEIS from OEP staff and the cooperating agencies;
- prepare a Biological Assessment and Essential Fish Habitat Assessment, if required;
- prepare and submit a DEIS and Notice of Availability to OEP staff;
- coordinate and participate in public comment sessions on the DEIS and organize comments for review;
- maintain a database of comments filed and assist the OEP staff in preparing responses to public comments on the DEIS;
- prepare and submit an administrative final EIS (AFEIS) to OEP staff and the cooperating agencies, as necessary;
- prepare and submit a FEIS and Notice of Availability to the OEP staff;
- prepare periodic draft project update tri-folds, as necessary;
- prepare and submit EIRs, as required; and
- assist OEP staff, as necessary, with project related tasks between the issuance of the NEPA document and the Commission Order. Examples of such tasks include support in responding to comments on the EIS.

2.0 SERVICES REQUIRED

The selected third-party contractor will be responsible for assisting the OEP staff in conducting the NEPA review, preparing an EIS, and completing related work within the agreed-upon schedule and approved budget. It will be the contractor's responsibility to notify DWPL if the work effort ultimately required by the OEP staff exceeds the work effort on which the bid was based, or the approved budget.

The third-party contractor may be required to attend meetings with OEP staff (kick-off meeting and several project-specific meetings) at the FERC Headquarters in Washington, DC or via electronic meeting (Zoom, Microsoft Teams, etc.), as

needed by OEP Staff, during the final stages of the preparation of the production-ready copies of the EIS documents to ensure that all comments from OEP staff and other participating agencies are adequately addressed.

The third-party contractor will be responsible for satisfactory completion of the following tasks:

2.1

Preparation of all project-related documents, reports, and notices required by OEP staff. In addition to paper copies, all materials must be provided to the OEP staff on compact disks, in Microsoft Word 2013 format, or as otherwise agreed to by the OEP Environmental Project Manager. Any required databases (such as mailing lists) must be Excel or Access 2013 compatible. The camera-ready DEIS and FEIS will be provided as pdf files as specified by the OEP staff in addition to hard copy.

2.2

Prepare notices, agendas, itineraries, presentation materials and summaries for bi-weekly conference call meetings, agency meetings, public scoping sessions and public comment sessions on the draft EIS, and other meetings. This task will require close coordination with the OEP Environmental Project Manager. Required work may include researching venues, preparing notices, developing materials for meetings, participating in meetings, and preparing reports summarizing the results of the scoping sessions/process and public meetings on the DEIS. The contractor will prepare a summary of agency scoping comments/issues for subsequent agency review and concurrence. Assume that 2 scoping meetings will be conducted by the FERC.

2.3

Preparation and maintenance of a computerized (sortable database) mailing list of agencies, officials, community/environmental groups, concerned citizens, affected property owners and other interested parties. DWPL will provide initial agency and affected property owner lists.

2.4

Characterization of existing environmental conditions, incorporation of issues identified during scoping, assessment of the significance of the potential environmental effects of the proposed project, identification of potential site, route, and facility location alternatives (both locally and regionally), and determination of mitigation necessary to avoid or reduce impacts to acceptable levels for the environmental topics listed in section 2.5 (below). Studies shall take into account direct, indirect, and cumulative effects of project facility construction, operation and maintenance, upset conditions, and abandonment

for all proposed and alternative project facilities. Special expertise may be needed for areas of non-routine environmental sensitivity (such as marine environments). The RRs contained in other major applications, if any, and other already available technical data shall be used to the maximum extent practicable.

2.5

Preparation of the EIS to meet the requirements of NEPA, the National Historic Preservation Act, Endangered Species Act, other applicable laws and regulations, any additional requirements of the OEP staff, and to address any scoping and public meeting issues.

The EIS shall include, but not necessarily be limited to, the following sections:¹

1. Cover Sheet
2. Executive Summary (including Impact Summary Table)
3. Introduction
4. Description of Proposed Project
5. Alternatives
6. Affected Environment
7. Environmental Consequences (including cumulative and/or indirect impacts to resources)
8. Conclusions (including summary of unavoidable significant adverse effect) and Recommendations (mitigation measures, including mitigation monitoring plan)
9. Agencies and Sources Consulted
10. List of Preparers and Contributors
11. References
12. EIS Distribution List
13. Index
14. Comments and Responses (FEIS only)
15. Appendices and Technical Reports (including Biological Assessment and Essential Fish Habitat Assessment, if appropriate)

In conjunction with the OEP staff, the third-party contractor will be responsible for identifying and assessing potential alternatives to the proposed project that are capable of meeting the project's goals and are sufficient to meet the requirements of NEPA, including reducing potentially significant effects associated with the proposed project and fostering informed decision-making. Potential alternatives the Line 200 and Line 300 Project identified by DWPL have been identified in Resource Report 10 of the RRs. Any project alternatives identified by the OEP staff, agencies, or stakeholders will also be addressed.

¹ See 18 CFR 380.7 and 40 CFR 1502.10 for additional guidance.

The Description of the Proposed Project and Alternatives should include, at a minimum, the following subsections:

1. Purpose and Need for the Project
2. Approvals to be Sought through Use of the EIS
3. Pipeline Route Description
4. Compression and Metering Facilities
5. Ancillary Facilities
6. General Design Parameters
7. Construction Methods for Pipeline and Aboveground Facilities, including Applicant-Proposed Mitigation Measures
8. Construction Schedule and Work Force
9. Operation and Maintenance Procedures
10. Abandonment Procedures
11. Interrelationships with Other Planned Projects and Nonjurisdictional Facilities
12. Alternatives (including No Action)

The majority of this information is available in the RRs. The third-party contractor shall review the RRs for accuracy and adequacy to meet the needs of NEPA for the preparation of an EIS and shall prepare EIR(s) to DWPL (routed through the OEP staff) requesting any other data that may be needed. The EIS shall fully address the following resource topics (as applicable):

1. Geology (including mineral resources and geologic hazards)
2. Soils (including erosion control and restoration/revegetation)
3. Water Resources (surface water and groundwater hydrology and quality and wetlands)
4. Biological Resources (including wildlife, vegetation, wetlands, aquatic biology, essential fish habitat, and threatened and endangered species)
5. Land Use and Recreation
6. Socioeconomics
7. Visual Resources/Aesthetics
8. Air Quality
9. Noise
10. Cultural and Paleontological Resources
11. Public Safety

2.6

Prepare supporting maps showing the location of all project facilities and related areas of disturbance, and pertinent resource data. DWPL will be responsible for developing most maps requested by the third-party contractor. The scale of the supporting maps will normally range from 1:3,600 to 1:24,000, depending on the complexity/sensitivity of the resources potentially affected and project specifics.

2.7

Maintain ongoing review of potential environmental issues and assessment of adequacy of overall scope of the environmental analysis. The OEP staff shall be advised immediately of any potential data gaps or analysis shortcomings.

2.8

Arrange with DWPL to participate in inspections of the proposed facility locations (including overflight, as appropriate) with the OEP staff. This may occur in conjunction with the scoping meetings. (The FERC will reimburse DWPL for all costs associated with OEP staff participation in overflights.)

2.9

Analyze comments and prepare draft responses to comments on the PADEIS, ADEIS, DEIS, and FEIS, and related documents, and maintain a tracking system to ensure all comments are addressed.

2.10

Prepare camera-ready copies of the DEIS and FEIS and any required notices for submission to the FERC staff for publication. In lieu of hardcopies, the third-party contractor will set up and manage a SharePoint (or equivalent) portal for document review and transfer. DWPL must supply hard copies of the DEIS and FEIS to the local libraries identified on FERC's mailing list; this may be coordinated through the third-party contractor.

2.11

Develop and maintain a formal project management system to allow for weekly or biweekly, as mutually agreed, tracking of schedule and budget status for the prime contractor and any subcontractors.

2.12

Prepare a Biological Assessment, if appropriate, of potential adverse impacts on species federally listed as endangered or threatened as well as on species proposed for listing, in consultation with the FWS, NMFS, FERC, and other appropriate organizations and agencies.

2.13

Prepare Essential Fish Habitat Assessment, if appropriate, in consultation with the NMFS, FERC and other appropriate organizations and agencies.

3.0 PROJECT TIMELINE

Proposals submitted in response to this RFP should identify any perceived need for specific supplemental studies to fully comply with NEPA and the FERC's implementing regulations.

Assuming DWPL responds expeditiously to data requests, the major milestones of the project schedule are summarized below, however, it should be understood that the ultimate schedule for the NEPA review will be determined by the OEP staff.

FERC Milestone Schedule	Date
Filed 7(c) Certificate Application	June 17, 2021
Issuance of 7(c) Certificate	April 2023
Commence Construction for Phase I*	1H 2023
Anticipated In-Service for Phase I	1H 2024

**Project will be constructed in two phases (Phase I – Line 200, Phase II – Line 300)*

3.1 Third-Party Contractor Selection

1. DWPL sends out RFP to contractors.
2. Hold contractors' teleconference on 9/15/2021, 1:00 PM CT
3. Submit proposals to DWPL by 10/6/2021, 12:00 PM CT
4. Submit proposals to OEP staff. Target 10/11/2021
5. OEP selects third-party contractor. Target 10/15/2021
6. Execution of MOU between DWPL, OEP, and third-party contractor. Target 10/22/2021
7. Complete contract negotiations with DWPL. Target 10/28/2021
8. Third-party contractor begins post contract negotiations and signing.

3.2 DWPL Project Schedule Milestones²

The following EIS review tasks will be conducted by the third-party contractor and/or OEP staff:

(Execution of MOU on day 0) – October 28, 2021

1. Contractor delivers PADEIS to OEP staff: Month 3 (January 2022)
2. Contractor delivers ADEIS to OEP staff and Cooperating Agencies: Month 5 (March 2022)
3. Federal Register Notice of Availability submitted to OEP: Month 7 (May 2022)
4. Contractor delivers camera-ready DEIS to OEP staff: Month 8 (June 2022)
5. Contractor delivers preliminary FEIS to OEP staff: Month 11 (September 2022)

² Note that for Natural Gas Act-related projects section 157.21 of the Commission's regulations specifies some general timelines that must be met.

6. Federal Register Notice of Availability submitted to OEP: Month 12 (October 2022)
7. Contractor delivers camera-ready FEIS to OEP staff: Month 15 (January 2023)
8. FERC issues 7(c) certificate: Month 18 (April 2023)

4.0 PROPOSAL REQUIREMENTS AND PROCESS

4.1 Letter of Intent

Third-party contractors shall submit a Letter of Intent before the Contractors' Teleconference to offer a proposal to DWPL at the email address or the regular address listed in Section 4.3.11. Those submitting a Letter of Intent will receive amendments to this RFP, if any, and copies of any written material from the teleconference as described in section 4.2. This letter will facilitate the distribution of written information but does not obligate the contractor to submit a proposal.

4.2 Contractors' Teleconference

A Contractors' Teleconference will be held by DWPL on September 15, 2021 at 1:00 PM CT. Call in information will be provided to third-party candidates who have provided a Letter of Intent. At the conference, questions will be answered by DWPL. Contractors who submit a Letter of Intent and who do not attend the teleconference will be notified of any modifications and receive a copy of the minutes of the meeting within two (2) days of the meeting if an e-mail address or telephone facsimile number is provided. Otherwise, minutes of the meeting will be sent via regular mail.

The purpose of this teleconference will be to:

- answer contractors' questions about the RFP;
- discuss any other information to be used in the submission of a proposal; and
- entertain requests for other background documents, which may be available for use during the preparation of the proposal but were not sent to contractors.

All third-party contractors are strongly encouraged to participate in this Contractors' Teleconference since this is the only opportunity to receive responses to questions. Individual telephone calls are not permitted; no questions related to this RFP will be answered in any forum other than at the Contractors' Teleconference. All questions must be answered while the conference is in open session so that all participants have equal access to the responses.

4.3 Proposal Requirements

If a contractor provides a Letter of Intent to bid on the RFP, and subsequently does not intend to submit a proposal, the contractor shall notify DWPL as soon as possible, but in any event no later than 3 days prior to the proposal due date.

Contractors must provide two (2) hard copies and one (1) electronic copy of the technical proposal and cost estimate; DWPL will coordinate distribution, and ultimately provide the OEP staff with one hardcopy and one electronic copy of the proposals. Cost estimates must be submitted in separate sealed envelopes labeled "COST ESTIMATE." The proposal is limited to 50 pages (single-sided, space and a half). All materials should be easily readable. The proposal should be concise, well organized and contain the following information in the order presented below:

4.3.1 Introduction

Explain the contractor's understanding of the project and a summary of the contractor's qualifications for this project in one or two pages. Because the project is located in Louisiana, qualifications for assessing impacts to the environment of this region of the country should be highlighted.

4.3.2 Technical Approach

Present both an overall technical approach for the preparation of the EIS and the approach proposed for individual technical areas and tasks.

4.3.3 Project Organization and Management Approach

Describe the proposed project organization with an organization chart including positions, responsibilities and reporting relationships. The project manager, deputy project manager, environmental specialists with responsibility for each resource area, administrative support personnel, and any subcontractor(s) must be identified and their location specified. These key personnel shall not be reassigned within the project or to other projects without prior consultation with the OEP staff.

Describe the proposed management scheme for the project, with a discussion of where the work will be done and where each key person and subcontractor presently resides. Provide the proposed mechanisms for communication, reporting, technical direction and control, cost control, schedule control, quality control, quality assurance and control of subcontractors.

4.3.4 Qualifications and Experience

Describe qualifications and prior experience in completing similar NEPA projects, particularly pipeline construction projects or other linear facility projects, and, as applicable, marine terminal projects. Emphasize prior work experience with the FERC for natural gas-related projects, Louisiana state agencies, major relevant construction projects, and the geographical areas of study. Discuss the contractor's familiarity with the specialized issues and requirements of proposed facility construction. Discuss the contractor's understanding of the FERC environmental requirements for projects under the Natural Gas Act as reflected in FERC's regulations and current policies. Describe the contractor's past record in meeting performance and delivery requirements for similar contracts.

Statements of education, qualifications, and prior experience should be provided not only for the contractor but also for the key personnel and subcontractors that will be assigned to the project, along with their **specific experience with the type of project under consideration**.

The past, current, and proposed use of small and small disadvantaged owned business enterprises by the contractor should be described.

4.3.5 Project Schedule

Submit a proposed schedule delineating dates for completion of the major work tasks specified in section 3 of this RFP. Any suggested modifications to the schedule must be presented with reasons for the changes. **Note, however, that the ultimate schedule will be determined by the OEP staff.**

It is important that contractors demonstrate to DWPL and the OEP staff that ample resources exist to meet the project schedule. If a contractor has multiple EIS obligations underway concurrently, it must clearly show separate resources or provide convincing evidence that it can meet the schedule.

4.3.6 References

List and describe three successfully completed or in-progress projects of a similar nature with the name and phone number of the client's project manager. Additionally, list three client references specifically for the proposed project manager.

4.3.7 Conflicts of Interest and Critical Energy Infrastructure Information

Identify possible conflicts of interest that may require investigation by the FERC staff. Include a discussion of all work completed by the contractor for similar work on natural gas-related projects within the last 3 years. Pursuant to 40 CFR 1506.5(c), contractor selection is based on ability and absence of conflicts of interest. The contractor must also submit a Critical Energy Infrastructure Information (CEII) Non-Disclosure Agreement for itself and each subcontractor used.

All proposals must include the following items:

- Either the FERC's (a) Organizational Conflict of Interest (OCI) representation statement, or (b) OCI Disclosure Statement, prepared by a responsible official attesting the contractor and its subcontractor(s) have no financial or other conflicting interest in the outcome of the project, or proposing a mitigation plan if an actual or potential OCI exists. (See Appendix A.)
- The FERC's OCI Questionnaire. (See Appendix B.)
- A Contractor CEII Non-Disclosure Agreement. (See Appendix C.)
- DWPL will complete an OCI Certification. (See Appendix D.)
- An abstract, listing all FERC-regulated entities that the third-party contractor and any subcontractors have had either an ongoing or previous business relationship with and whether that relationship results in either no conflict, or a real or perceived conflict.

4.3.8 Resumes

Resumes may be submitted as an attachment to the proposal or as a separate volume. All resumes should be limited to two pages and must include the institution and date of graduation for all academic degrees as well as a summary of relevant work experience and the specific dates of performance.

4.3.9 Cost Estimate

DWPL anticipates awarding and signing a fixed-priced contract. All preparation and processing of documents, NEPA review, EIS submission, and any other costs shall be submitted as a fixed-price proposal with an attached cost breakdown. DWPL understands that there may be out-of-scope requirements for the completion of this project and any resultant costs will be handled between the contractor and the applicant under the provisions of the contract.

Any limiting assumptions used to prepare the cost estimate should be clearly specified in the proposal. Also include a rate schedule that will apply to the project and for any work beyond the scope stated in this RFP.

Assume that DWPL, through the OEP staff, will provide the successful contractor with copies of all environmental information filed with FERC, including base maps,

aerial photos, and computerized mailing lists of agencies, officials, community/environmental groups, concerned citizens, affected property owners and known interested parties at the time that contact negotiations are completed.

4.3.10 Sample Memorandum of Understanding (MOU)

Appendix G to this RFP presents a sample of MOU with key provisions that must be included in the awarded contract. Contractors are asked to review this sample MOU and point out any difficulties with its language in their proposal. The proposal must indicate the contractor's review of the sample MOU and identify issues that require resolution during contract negotiations. Issues raised after submittal of the proposal will not be subject to negotiation. The person(s) authorized to negotiate on behalf of the contractor should be identified.

Please note the OEP staff cannot be contacted on any contract negotiations between DWPL and the contractor.

4.3.11 Addresses

Submit Letters of Intent via e-mail to:

Eryn Pullin
Eryn.Pullin@tellurianinc.com

Submit Technical Proposals and Cost Estimates to:

Eryn Pullin
1201 Louisiana Street, Suite 3100, Houston, TX 77002
+1 832 962 4000
Eryn.Pullin@tellurianinc.com

Electronic copies of Technical Proposals and Cost Estimates should be submitted to DWPL by October 6, 2021, 12:00 PM CT. Hard copies of the Technical Proposals and Cost Estimates may be subsequently submitted and should arrive to the listed contact by October 7, 2021, 12:00 PM CT.

5.0 SELECTION PROCESS

Only those proposals submitted by contractors prior to the deadline stated herein will be evaluated. The proposals will be initially reviewed by DWPL, and then all proposals will be submitted to the OEP staff. Proposals will also be filed on the FERC

project docket in accordance with the Commission's instructions for filing of privileged material.

DWPL will provide the OEP staff with one hardcopy and one electronic copy of the contractors' proposals, along with the contractors' OCI statements, CEI non-disclosure agreements, and DWPL's OCI certification of each contractor. FERC's General Administrative Law Office (GAL) will perform an OCI review of the submitted proposals. OEP staff will then conduct an independent review of the contracts cleared by GAL and the Director of OEP will make the final selection of the contractor. Lack of an OCI Statement, or the existence of an identifiable OCI (relative to the contractor, its key personnel, or any proposed subcontractor) that cannot be mitigated to the satisfaction of the FERC staff, will be sufficient grounds for proposal rejection.

Once the OEP staff has notified DWPL of its selection and the MOU is signed, DWPL will negotiate and fund a contract with the contractor. DWPL will keep the OEP staff apprised of the negotiations with the contractor. Once the contract has been executed, the contractor will proceed to work solely under the direction and guidance of the OEP staff. Pursuant to 40 CFR 1506.5(c), the responsible official (i.e., the OEP staff) "shall furnish guidance and participate in the preparation and shall independently evaluate the EIS prior to its approval and take responsibility for its scope and contents."



**Driftwood Pipeline LLC
Line 200 and Line 200 Project**

**Appendix A
OCI Representation Statement and
OCI Disclosure Statement**

COMPLETE EITHER THE REPRESENTATION OR THE DISCLOSURE – NOT BOTH

OCI Representation Statement

As a representative of my organization, I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest or activity (financial, contractual, personal, organizational or otherwise) that relate to the proposed work; and bear on whether I have (or the organization and any of its affiliates has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice; or (2) being given an unfair¹ competitive advantage.

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: _____

¹ An unfair competitive advantage does not include the normal flow of benefits from the performance of the contract.

OCI Disclosure Statement

As a representative of my organization, I hereby certify that, to the best of my knowledge and belief, all relevant facts – concerning past, present, or currently planned interests or activities (financial, contractual, organizational or otherwise) that relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage – are fully disclosed on the following page(s) and formatted to show:

- For ease of presentation, the OCI information is divided into four parts, indicating whether the possible OCI is: organizational, contractual, financial, or other;
- The company, agency, organization in which I (or my organization) have a past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
- A brief description of the relationship;
- The period of the relationship;
- The extent of the relationship (such as value of financial interest of work; percent of total holdings, total work, etc.); and
- A mitigation plan, if necessary.

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: _____



**Driftwood Pipeline LLC
Line 200 and Line 200 Project**

**Appendix B
OCI Questionnaire**

APPENDIX B

Name of Person
or Organization: _____

OCI Questionnaire¹

1. Will you (or your organization) be involved, or have you previously been involved, in the performance of any portion of the project under this solicitation, aside from your organization's proposed work as a third-party contractor?
 No.
 Yes. The portion of the proposed work; the proposed hours and dollar value; and the type of involvement are fully disclosed on the attached pages.
2. What is (are) the major type(s) of business conducted by you (or your organization)? Please reply on the attached pages.
3. Do you (or your organization) have any affiliates?
 No.
 Yes. The name and a description of the major type(s) of business that each affiliate conducts are disclosed on the attached pages.
4. Will any of the following be involved in performing the proposed work under this solicitation: (a) any entries owned and represented by you (or your organization); (b) your organization's Chief Executive or any of its directors; or (c) any affiliates?²
 No.
 Yes. A full disclosure and discussion is given in the attached pages.
5. Are you (or your organization) an energy concern?
 No.
 Yes. A full disclosure and discussion is given on the attached pages.

¹ All questions in the questionnaire apply to parent companies and affiliates as well. Whenever possible, each affiliate should submit a separate questionnaire. However, in the event each affiliate does not submit a separate questionnaire (for instance, to avoid completing a large number of questionnaires), this questionnaire must incorporate information regarding all affiliates.

² See Definitions in Chapter 4 (defining affiliates as businesses that directly or indirectly control or have the power to control another, or when a single third-party controls or has the power to control both businesses).

6. Do you (or your organization) have a direct or indirect relationship (financial, organizational, contractual or otherwise) with any business entity (including a parent company, affiliate, or any other business arrangement) that could be affected in any way by the proposed work under this solicitation?
- No.
 - Yes. List the business entity(ies) showing the nature of your relationship (including the dates of the relationship, and the dollar value of any financial relationship) and how it would be affected by the proposed work under this solicitation.
7. What percentage of your total income for the current and preceding calendar years resulted from arrangements with any of the entities identified in quest 6 above?
- __ % For the current calendar year: from XX/XX/XX to XX/XX/XX.
 - __ % For the preceding calendar year: from XX/XX/XX to XX/XX/XX.
 - __ % For the second preceding calendar year: from XX/XX/XX to XX/XX/XX.
8. Do you (or your organization) currently have or have you had during the last six years any arrangements (for example, contracts and cooperative agreements) awarded, administered, or funded – wholly or partly – by the Commission or any other federal agency which relates to the proposed Statement of Work?
- No.
 - Yes. A full disclosure and discussion is given on the attached pages.
9. Do you (or your organization) have or have you ever had any contracts, agreements, special clauses, or other arrangements which prohibit you (or your organization) from proposing work to be performed in this solicitation or any portion thereof?
- No.
 - Yes. A full disclosure and discussion is given on the attached pages.
10. Do you (or your organization) have any involvement with our interest (direct or indirect) in technologies which are or may be subjects of the contract, or which may be substitutable for such technologies?
- No.
 - Yes. A full disclosure and discussion is given on the attached pages.

11. Could you (or your organization) in either your private or federal government business pursuits use information acquired in the performance of the proposed work under this solicitation; such as:
- (a) Data generated under the contract?
 - (b) Information concerning Commission plans and programs?
 - (c) Confidential and proprietary data of others?
- () No.
- () Yes. A full disclosure and discussion is given on the attached pages.
12. Under the proposed work under this solicitation, will you (or your organization) evaluate or inspect your own services or products, or the services or products of any other entity that has a relationship (organizational, financial, or other, such as a client) with you (or your organization)? This could include evaluating or inspecting a competitor's goods and services.
- () No.
- () Yes. A full disclosure and discussion is given on the attached pages.
13. To avoid what you perceive as a possible OCI, do you (or your organization) propose to: exclude portions of the proposed work; employ special clauses; or take other measures?
- () No.
- () Yes. A full discussion is given on the attached pages.
- () No possibility of an OCI is perceived. This answer is briefly justified on the attached pages.
14. What percentage of the revenue reported in this OCI statement is attributable to work as a FERC third-party contractor?
15. Are you (or your organization) performing any function for another company, either currently or in the past 24 months, on a similar project in the same geographic area?
- () No.
- () Yes.
16. If the answer is yes, please list the name(s) of the project(s) and the work being performed.

I hereby certify that I have authority to represent my organization, and that, to the best of my knowledge and belief, the facts and representations presented on the four pages of this questionnaire and on the __ pages of the attachment to it are accurate and complete.

I recognize that OCI is an ongoing obligation requiring annual updating. Should I become aware of any actual or potential OCI during performance of this contract, I will advise the OEP staff and DWPL and file an amended OCI Statement with the Commission's General and Administrative Law section, Office of General Counsel within 30 days that includes proposed mitigation or explanation why none is needed.

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: _____



**Driftwood Pipeline LLC
Line 200 and Line 200 Project**

**Appendix C
Contractor CEI Non-Disclosure Agreement**

CONTRACTOR CEII NON-DISCLOSURE AGREEMENT

On behalf of [contractor name], I certify that [contractor name] will abide by the following terms with respect to critical energy infrastructure information (CEII) that the company has access to because of its work for the Federal Energy Regulatory Commission:

- Only authorized company employees with a need for the information will be given access to CEII. [contractor name] will maintain a list of each employee who is given access to CEII, including a listing of each project for which the employee has been given CEII.
- [contractor name] will not provide CEII to or discuss CEII with anyone outside the company, except that CEII may be discussed with the project's owner, operator, or applicant.
- Any copies made of CEII will be marked as CEII and treated as CEII.
- CEII will be used only in performance of [contractor name]'s work for the Federal Energy Regulatory Commission. When [contractor name] has completed work on the project, all CEII will be returned to the Commission.
- I acknowledge that a violation of this agreement may result in negative consequences and could affect [contractor name]'s ability to contract with the Commission in the future.

By: _____
Title: _____
Representing: _____
Date: _____



**Driftwood Pipeline LLC
Line 200 and Line 200 Project**

**Appendix D
OCI Certification**

OCI Certification

I, (*applicant representative*), am responsible for reviewing proposals received in response to Driftwood Pipeline LLC's Request for Proposals for the preparation of an Environmental Impact Statement and related documents and services for the proposed Line 200 and Line 300 Project.

I have reviewed the proposal of (*contractor name*) for Organizational Conflicts of Interest. I hereby certify that (*contractor name*) has complied with the OCI Representation or OCI Disclosure requirements of the RFP and that there are no real or apparent disqualifying conflicts of interest.

Signature: _____

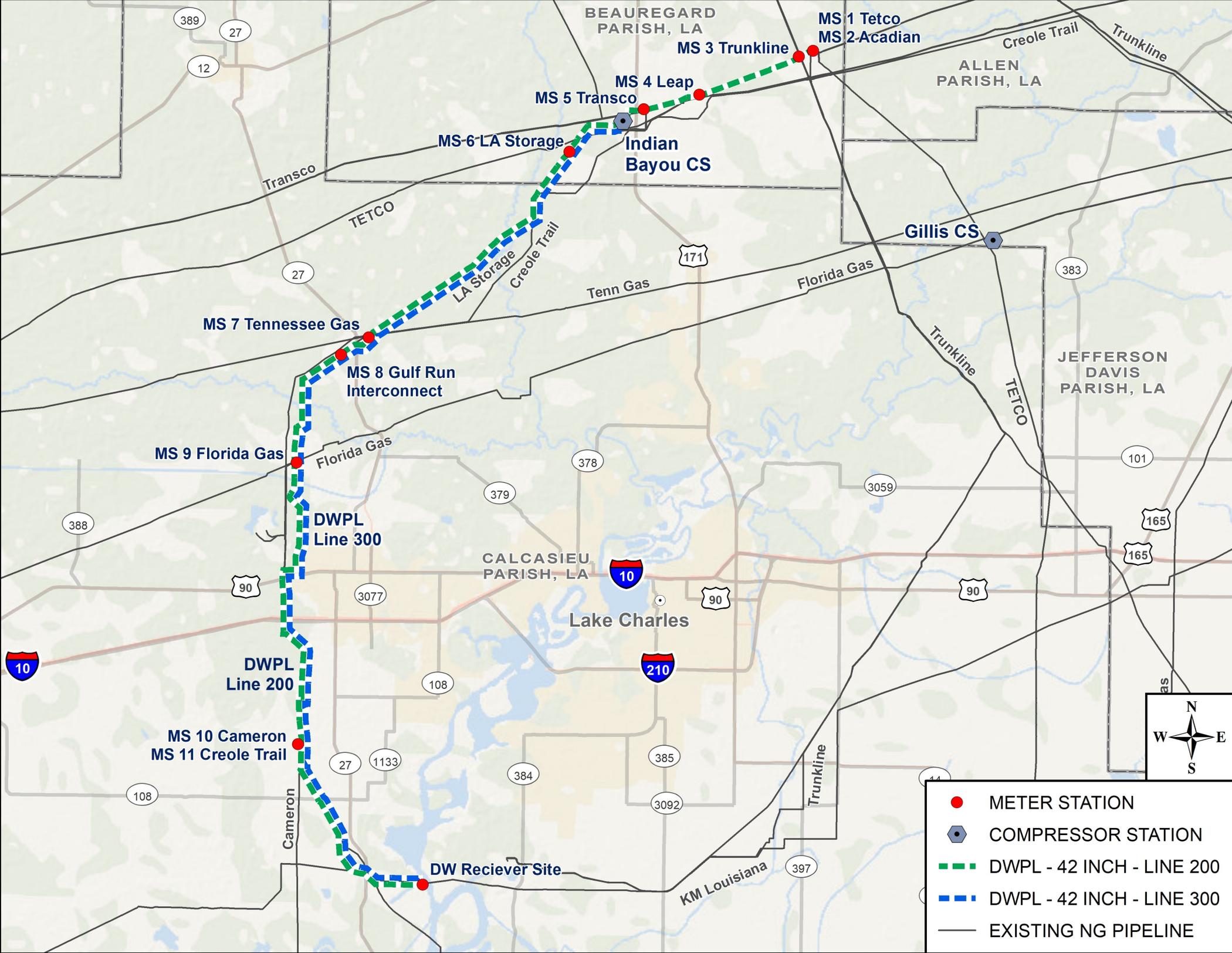
Title: _____

Date: _____

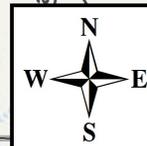


**Driftwood Pipeline LLC
Line 200 and Line 200 Project**

**Appendix E
Project Overview Map**



- METER STATION
- ⬡ COMPRESSOR STATION
- DWPL - 42 INCH - LINE 200
- DWPL - 42 INCH - LINE 300
- EXISTING NG PIPELINE





**Driftwood Pipeline LLC
Line 200 and Line 200 Project**

**Appendix F
Memorandum of Understanding**

MEMORANDUM OF UNDERSTANDING**Between the****FEDERAL ENERGY REGULATORY COMMISSION****the DRIFTWOOD PIPELINE LLC and****the (CONTRACTOR'S NAME)**

- a. **Background.** The Energy Policy of 1992¹ and related regulations provide for the use of third-party contracts to assist agencies in satisfying the requirements of the National Environmental Policy Act (NEPA).² In its “Forty Questions” issued in the Federal Register on 23 March 1981, the Council on Environmental Quality indicated the term “third-party contract” referred to contractors paid by the applicant but selected by the agency. 40 CFR 1506.5(c) further stipulates that the contractor must execute a disclosure statement prepared by the agency to avoid any conflict of interest. If the NEPA document is prepared with third-party contract assistance, the responsible agency must participate in the preparation and shall independently evaluate the NEPA document prior to its approval. The agency must also take full responsibility for the scope and contents of the NEPA document.

This Memorandum of Understanding (MOU) defines the roles and obligations of the Federal Energy Regulatory Commission (FERC), the private entity with a planned or pending application before the FERC (referred to as Applicant), and the independent contractor chosen by FERC staff (referred to as Contractor).

The contract between the Applicant and the Contractor will be executed pursuant to the third-party contracting procedures set forth in 40 CFR 1506.5(c) and as described in the FERC Handbook for using Third-Party Contractors to Prepare Environmental Documents (August 2016).

The FERC staff of the Office of Energy Projects (OEP) will direct the activities of the contractor in the consultation, reviews, preparation, and processing of the documents within the scope of the contract. **The Applicant will not control or direct the activities of the Contractor, except with respect to the processing of invoices.**

¹ 16 U.S.C. 797d.

² 42 U.S.C. §§ 4321-4370h (2012).

b. Obligations of the Applicant

The Applicant agrees to perform the following tasks:

- I. Certify that the selected Contractor, to the best of its knowledge, has no financial or other interest in the outcome of the project. Specifically, the contract or project provides no unfair competitive advantage to the Contractor.
- II. The Applicant and the Contractor have no relationships that could impair the Contractor's objectivity in performing the contract work.
- III. Affirm that all communications with the Contractor will be restricted to financial components of its contract. Communications on the merits of the Applicant's project may only be conducted jointly with OEP staff, subject to any disclosure and ex parte requirements.
- IV. Be solely responsible for all Contractor and subcontractor fees, costs, and expenses.
- V. Retain no rights to the products of the contract.
- VI. Include the Applicant and Contractor roles and obligations outlined in this MOU as mandatory provisions in the contract between Applicant and Contractor.

c. Obligations of the Contractor (and all subcontractors, as appropriate)

- I. The Contractor certifies that it has no conflict of interest in performing the work required under the contract and certifies that it has no financial or other interest in the outcome of the Commission's review.
- II. The Contractor certifies that its Organizational Conflict of Interest (OCI) Statement provided to FERC for review prior to selection is accurate.
- III. The Contractor has a continuing obligation to identify conflicts of interest that may arise because of changes in corporate identity, affiliation, structure, or ownership, or changes to the contract throughout the actual performance period of the work. Therefore, the OCI Statement must be refreshed on an annual basis, at a minimum, and more frequently if the Contractor's business relationships have changed in a manner that affects the previously submitted OCI Statement.
- IV. The Contractor shall not replace the Project Manager, assistant Project Manager, or other key employee or subcontractor personnel without the prior consultation of the OEP staff.

d. Obligations of OEP

- I. OEP will select the Contractor, based on its independent review of the technical, managerial, personnel, and OCI aspects of each proposal.
- II. OEP will set the schedule for completion of the NEPA document and all associated documents.
- III. OEP will be responsible for providing technical direction to the Contractor throughout the NEPA review process.
- IV. OEP will identify all information necessary to complete its review and will decide on the inclusion or deletion of all material in the NEPA document.
- V. OEP staff has the right, at any time and in their sole discretion, to have any personnel of the Contractor, or the Contractor's subcontractor, either temporarily or permanently dismissed from the project.

e. Expiration

The MOU shall become effective upon signature of all three parties and shall expire following completion of the contracted scope of work as agreed to by the parties to the agreement.

f. Termination

This MOU may be terminated prior to expiration with the written consent of all three parties. Each party may initiate termination upon thirty (30) days written notice to the other parties. During the intervening 30 days, the parties agree to actively attempt to resolve any outstanding disputes or disagreements.

g. Effective Date

This MOU and any attachments hereto shall become effective upon signature of all three parties.

SIGNATURES OF AGREEMENT

Federal Energy Regulatory Commission

Signature

Typed Name

Typed Title

Date

Applicant

Signature

Typed Name

Typed Title

Date

Contractor

Signature

Typed Name

Typed Title

Date