United States Department of the Air Force

Air Force Civil Engineer Center
Installations Directorate

Artificial Intelligence (AI) Data Center Development at Joint Base Elmendorf Richardson, Eielson Air Force Base, and Clear Space Force Station

Request for Lease Proposals (RFLP)

RFLP No. AFCEC-26-R-0006

PROPOSALS ARE DUE NO LATER THAN

5:00 P.M. CT on 29 June 2026

in accordance with Section 4.3, Submission of Responses

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1. EXECUTIVE SUMMARY

a. The Department of the Air Force ("**DAF"**) is accepting proposals for the development of commercial Artificial Intelligence ("**AI"**) data centers ("Projects"). As consideration for leasing its parcels to developers selected under this RFLP, DAF is seeking monetary consideration for the AI Data Center.

b. Executive Order 13327, Federal Real Property Asset Management, establishes "It is the policy of the United States to promote the efficient and economical use of America's real property assets and to assure management accountability for implementing Federal real property management reforms." Furthermore, policy from the Deputy Assistant Secretary of the Air Force (Installations) directs, "The Air Force cannot afford to disregard or discount the value of any asset, and we must optimize the real and potential value of those assets …."

c. 10 U.S.C. § 2667 (the "**Enabling Statute**"), as amended, allows the Government to lease real property to non-Federal entities in exchange for consideration in an amount that is not less than the fair market value of the leasehold interest.

d. Pursuant to the Enabling Statute, the DAF (herein, the "**Government**") is issuing this Request for Lease Proposal (this **"RFLP"**) to solicit proposals from qualified entities (individually an "**Offeror**" and collectively "**Offerors**") interested in leasing from the Government one or more underutilized parcels of land (each a "**Property**" and collectively the "**Properties**") for private commercial data center use on Joint Base Elmendorf Richardson (JBER), Eielson Air Force Base (AFB), and Clear Space Force Station (SFS) (each, an **"Installation"** and collectively, the "**Installations**"), which are all active military installations located within Alaska. Each Property and associated acreage is depicted in **Appendix A-1 through A-3** of this RFLP ("**Depiction of Properties**"), along with additional information. Offerors are not required to submit development proposals for all Installations but instead can choose to submit proposals for Installations in which the Offeror feels a Project is commercially viable. Although the Government may purchase AI Data Center services and power from the Project(s), it is under no obligation to do so and Offerors' concept shall not include Government purchases of AI Data Center services or power. Should the Government elect to purchase AI Data Center services or power, the Government will negotiate separate contracts for these services.

e. In accordance with and subject to the terms, requirements, and conditions of this RFLP, the Government will evaluate all proposals received to select one or more Offerors as potential lessee(s) with whom to enter into lease negotiations (individually a "**Potential Lessee**" and collectively "**Potential Lessees**"). A Potential Lessee(s) with whom the Government executes a legally binding written long-term ground lease agreement ("**Lease**") is hereinafter referred to in this RFLP as a "**Lessee(s)**." A Potential Lessee(s) may not actually become a Lessee if lease negotiations are not successful.

f. The Government's objectives in issuing this RFLP and leasing one or more of the Properties include, but are not limited to, the following (collectively, the "**EUL Objectives**"):

1. Selecting a Potential Lessee(s) that will lease and optimize the use of the Properties in accordance with the Enabling Statute and within the constraints and restrictions documented in this RFLP.

2. Selecting a Potential Lessee(s) that will lease only those portions of the Properties needed for its development.

3. Selecting a Potential Lessee(s) that will optimize the value of the consideration to be received by the Government in cash for granting a leasehold interest in the Properties.

4. Selecting a Potential Lessee(s) that will lease and use the Properties in a manner that minimizes and mitigates impact and risk to DAF missions, Government functions, and the surrounding community in general; specifically this includes a mitigation and contingency plan to ensure the ongoing operations and life cycle of utilities (e.g., energy, water, communication bandwidth), and access to affordable, reliable and quality utilities;

5. Selecting a Potential Lessee(s) that will lease and use the Properties consistent with best commercial practices.

6. Selecting a Potential Lessee(s) that will lease and use the Properties in a manner that supports positive relations with State and local governmental authorities and the communities adjacent to the Properties.

7. Selecting a Potential Lessee(s) that demonstrates the greatest potential to develop and operate a Project or Projects over the lease term.

2. EXISTING CONDITIONS

a. EACH OF THE PROPERTIES WILL BE LEASED "**AS-IS/WHERE-IS**" WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER, FROM OR ON BEHALF OF THE GOVERNMENT.

b. An Offeror shall rely solely and exclusively on their own independent investigation and due diligence in determining whether the Properties are suitable for their proposed use. Each of the Properties include certain Government-owned improvements and personal property more expressly described in **Appendices A-1 through A-3** (the "**Depiction of the Properties**") that will, unless otherwise provided in this RFLP, be leased to a Lessee upon execution of a Lease. Any additional improvements and personal property to be constructed or placed on the Properties by a Lessee(s) (the "**EUL Improvements**") shall be owned, operated, and maintained by that Lessee(s) in accordance with the Lease.

c. Without limiting the foregoing, to the best of the Government's Actual Knowledge (defined below), the Government is not aware of any existing conditions that would prevent development of Projects on the Properties, other than information disclosed in this RFLP or provided in writing to all Offerors. As used in this RFLP, the term "**Actual Knowledge**" means information actually known to each Installation's Civil Engineering organization. The Government will provide Offerors with access to all relevant and available environmental documentation concerning the Properties to the best of the Government's Actual Knowledge and in the Government's possession. Each Potential Lessee shall be responsible at its own expense, for preparing a new Environmental Baseline Surveys (each an "**EBS**") to the satisfaction of and to be signed by the

Government to confirm the environmental conditions prior to executing a Lease. Legacy EBS for each project, if available, may be referenced in **Appendix A-1 through A-3**.

d. The Potential Lessee(s) shall be responsible, at its own expense, for preparing an Environmental Analysis ("**EA**") or an Environmental Impact Statement ("**EIS**") to the satisfaction of the Government, of the reasonably foreseeable environmental impacts associated with the Potential Lessee's proposed use of the Properties, as required by the National Environmental Policy Act ("**NEPA**") and the DoD NEPA Implementation Procedures. The Potential Lessee(s) must complete its environmental analysis and the Government must fully comply with NEPA prior to entering into and executing a Lease.

e. The Potential Lessee(s) and Government shall reach an agreement with respect to the physical appearance and condition of each of Properties, and the parties shall prepare and execute a Physical Condition Report evidencing their agreement prior to lease execution.

f. The Government is leasing each of the Properties subject to all existing encumbrances (recorded and unrecorded). To the best of the Government's Actual Knowledge, a list of such encumbrances is attached hereto as **Appendix A-1 through A-3** (the **"Depiction of the Properties"**).

g. The current legislative jurisdiction of each of the Properties is available in **Appendix A-1 through A-3.** If the Properties or any portion of it is under exclusive federal jurisdiction, then the Government intends to seek retrocession of the Property to Proprietary or Concurrent Jurisdiction. By proceeding with negotiations with the Government, the Offeror(s) acknowledge and agree that such retrocession will not be a basis for a claim by the Offeror(s) pertaining to property taxes or other costs or potential time delays resulting from such retrocession.

h. The Potential Lessee(s) shall be responsible for the cost of an appraisal of the leasehold interest in the Properties for its Project(s), with the appraisal to be contracted by the Government and for the sole benefit of the Government, using approved Government sources and means.

i. The Government may provide fire, law enforcement services, and other emergency services to facilities located within the Installation's boundaries, unless the Project is severable from the remainder of the Installation and a State or local government is available to provide such services.

1. If the Government provides such services, these costs must be reflected in the operating budget. The Lessee(s) must reimburse the Government for all actual costs incurred for these services. The Government will invoice the actual costs when requesting reimbursement. The Government requires payment to be made by electronic funds transfer. The Government in no way warrants the continued provision or adequacy of any such services it may furnish to the Lessee(s).

2. If the Government will not provide such services, the Lessee(s) shall be solely

responsible for obtaining said services and for all actual costs and expenses incurred for these services.

3. GENERAL LEASE REQUIREMENTS

This Section 3, inclusive of sub-sections, lists general requirements that must be complied with by the Potential Lessee(s) and/or the Government to lease the Properties (collectively, the "**General Lease Requirements**"). This is not an exhaustive list of requirements; there may be other requirements, which may apply to leasing the Properties and/or to the specific use of the Properties proposed by the Offeror(s). The Government has the right to impose any and all requirements necessary or desired to ensure the Lease is in compliance with all applicable Federal (including but not limited to laws and requirements referenced in the Mandatory Clauses – **Exhibit D** (defined below)), State and local laws, rules, regulations, requirements, orders, permits, ordinances including, but not limited, to building codes, policies, directives and instructions including, but not limited to, all applicable Department of War and DAF directives, including mission capabilities, instructions, manuals, playbooks, and policies, as they may be amended, modified or replaced from time to time (collectively, the "**Applicable Law**").

3.1 STATUTORY REQUIREMENTS – 10 U.S.C. § 2667

a. Each Lease shall be for a term of not more than fifty (50) years unless the Offeror proposes and the Government determines that a longer term promotes national defense or is in the Government's interest. The Offeror(s) shall clearly demonstrate (to the satisfaction of the Government) that the length/term of the proposed Lease is reasonable, necessary, and/or otherwise required. By way of example, the Offeror(s) shall submit facts and information to support its proposed term such as useful life of the improvements and underlying contracts to be fulfilled directly by the potential Lessee(s). Copies of such underlying contracts or agreements shall be provided to the Government. Justification for the lease term shall be provided in the financial pro forma required per Section 4.10 of this RFLP.

b. The Government shall have the right to revoke the Lease at any time, unless the Government determines that the omission of such a right will promote national defense or be in the Government's interest.

c. The Government shall receive consideration for the Lease in a total amount that is not less than the fair market lease value (FMV) of the Properties.

d. The consideration must be paid in cash.

e. The Potential Lessee(s)'s leasehold interest in the Properties and its operations and activities on the Properties may be taxed by State and local governments. See **Section 3.3.b.** below.

f. The Potential Lessee(s)'s use(s) of the Properties shall be compatible with the mission and plans and programs of the Installation.

3.2 OTHER TERMS AND REQUIREMENTS

a. During negotiations, the Government and the Potential Lessee(s) will negotiate and mutually agree on the consideration, which will be paid by the Potential Lessee(s) to the Government, and the processes by which the Potential Lessee will deliver such consideration to the Government. The Government may negotiate with multiple potential lessees to seek maximum value for the Government on each of the Properties.

b. The Potential Lessee(s) shall ensure that insurance policies are maintained throughout the term of the Lease in accordance with the requirements set forth in **Appendix C** (the "**Insurance Requirements**") attached hereto and incorporated herein by this reference.

c. Any and all utilities including, but not limited to power and water, and all services necessary for the Project shall be obtained and provided for by the Potential Lessee(s), at its sole cost and expense.

d. Upon the expiration or earlier termination of the Lease, the Lessee(s) shall, at no cost to the Government and to the reasonable satisfaction of the Government, demolish or remove all or a portion of, as designated by the Government, the Existing Improvements, EUL Improvements, and the structures or improvements located on each of the Properties; abandon, vacate or remove utilities or other infrastructure from each of the Properties; restore each of the Properties and surrender the Properties to the Government in the condition it existed on the date the Lease was executed, unless the Government, at its sole discretion and subject to Applicable Law, elects to retain all or a portion of the Lessee(s)'s improvements located on each of the Properties, without compensation to the Lessee(s). The Lessee(s) shall establish and maintain a demolition reserve account to fund the demolition of all facilities, Existing Improvements, and EUL Improvements on each of the Properties and to restore the Properties to the reasonable satisfaction of the Government upon the expiration or earlier termination of the Lease.

e. An Offeror that the Government determines would pose a threat to the security, health, morals, or welfare of the Government or to be inconsistent with the national security objectives of the United States will not be selected as a Potential Lessee(s). Should the government of a terrorist country have a significant interest in the Offeror (or a parent, affiliate, or subsidiary of the Offeror), then such Offeror shall be disqualified and shall not be selected as a Potential Lessee(s), unless otherwise approved by the Secretary of Defense. This restriction is in accordance with 10 U.S.C. § 4871. The information technology, telecom, and data systems proposed to be installed or utilized by Potential Lessee(s) shall comply with U.S. government procurement security standards which identify prohibited sources. The Government may object to installation or use of any electronic equipment manufactured by a prohibited source or a manufacturer having close ties to a prohibited source.

f. The Lessee shall neither transfer nor assign its interests in the Leased Premises or its rights or obligations pursuant to this Lease nor sublease the Leased Premises, without the prior written consent of the Government, with such approval not to be unreasonably withheld. The Government intends to share in the proceeds for any transfer or sale of a Project(s).

3.3 FINANCIAL REQUIREMENTS

a. The Potential Lessee(s) may not cross collateralize and cross default the Lease, or the assets or revenues of the Project. Moreover, the Potential Lessee(s) will be prohibited from assigning, pledging, hypothecating, or otherwise transferring its interest in the net cash flows or ownership of the Project in part, or in its entirety, without prior written approval of the Government.

b. The Potential Lessee(s) shall be solely responsible for the payment of any property taxes, personal property taxes and assessments, including special assessments, utility rents, any charges imposed in lieu of ad valorem taxes, and all other taxes or charges levied against the Project (including the costs of contesting such taxes), or assessments levied against the Potential Lessee(s)'s leasehold interest or against its activities or operations on the Properties.

c. The Potential Lessee(s) shall be required (i) to make a cash payment to the Government at Lease execution in an amount equal to the Government's direct costs of each lease transaction, which is estimated not to exceed Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00). The Government shall provide the Potential Lessee(s) notice of the actual amount of this payment, as determined by the Government, prior to each Lease execution. This cash payment is separate from and in addition to any rental payment. It is not a part of the consideration for any Lease.

d. The Potential Lessee(s) shall, at its sole expense, (i) obtain all required environmental and non-environmental permits and approvals, (ii) enter into any and all required agreements with third parties, (iii) pay any and all costs, fees and expenses required in connection with its development of the Project and, (iv) comply with all Applicable Law and must not seek to avoid compliance with Applicable Law, including but not limited to regulatory requirements, by claiming federal status or derivative sovereign immunity as EUL developments are private sector endeavors.

3.4 DEVELOPMENT AND USE REQUIREMENTS

a. All uses and development activities on the Properties shall be in accordance with Applicable Law, including but not limited to building codes such as local and International Building Codes, as they may be amended from time to time.

b. All development and construction on the Properties shall be compatible with the plans, programs, and missions of the Installation. The Government reserves the right to review all plans.

c. Development and construction on the Properties may be subject to Department of Defense and/or DAF Anti-Terrorism and Force Protection requirements, including but not limited to offsets from roadways and adjacent Department of Defense or other federal agency facilities.

d. A proposal to relocate or demolish Existing Improvements, if any, shall be at the Potential Lessee(s)'s sole cost and expense and will be subject to the Government's consent and approval, which may be conditioned or denied.

e. Prior to the commencement of any phase of construction, the Potential Lessee(s) shall deliver to the Government payment and performance bonds in amounts and subject to conditions deemed acceptable to the Government.

f. The Properties shall not be used or permitted to be used in any way or for any purpose except as expressly permitted by the Government and set forth in the Lease.

g. Any onsite power generation asset proposed as part of the Project will have to comply with the State of Alaska and local energy regulations. Any proposed generation assets will at minimum require coordination with the Alaska Energy Authority and the Railbelt Region to discuss reliability, resource adequacy, economic growth, and energy cost needs in Alaska. (AK Stat § 44.83.090 (2025)).

h. The following uses and activities are prohibited on the Properties due to security and operational incompatibility:

1. Any use or activity that adversely affects the health, safety, morals, welfare, morale, or discipline of the Armed Forces.
2. Structures, activities, and operations that adversely affect overall installation mission objectives, flight operations, air traffic control, Installation security, and/or force protection.
3. Any ultra-hazardous uses or activities involving the storage, treatment, transportation, disposal or manufacture of hazardous materials, hazardous substances, or hazardous wastes.
4. Any use or activity that is incompatible with environmental, operational or land use constraints.
5. Use of commercially available utilities (e.g., energy, water, communication bandwidth) which would detrimentally impact DAF, the surrounding community, or the Government in general in executing their mission; Offerors must clearly identify the sources of utilities and associated infrastructure to enable their proposal and any actions to be taken to mitigate detrimental impacts.

4 INSTRUCTIONS TO OFFEROR(S)

4.1 GENERAL

a. This RFLP is not for an acquisition of goods, services, or facilities for DAF consumption/use and as such, is not governed by the Federal Acquisition Regulation ("**FAR**"). This RFLP supports a non-FAR real estate transaction(s) (the Lease(s)) granting temporary use of Government controlled property, which employs a competitive process to identify a Lessee(s) as required by the Enabling Statute.) While no evaluation credit will be provided for small business participation, small business concerns are encouraged to participate and compete in this DAF Enhanced Use Lease Program competitive solicitation process.

b. The sale of any services or products resulting from operations on the Properties or arising directly or indirectly from the Lease shall be entirely the responsibility of the Offeror and shall be pursuant to agreement(s) separate and apart from this RFLP. In no event shall this RFLP, any Lease or any other agreement resulting from this RFLP require or otherwise obligate the Government to purchase any service or product. The Government makes no representations

regarding the Offeror(s)'s ability to secure an agreement(s) for sale and purchase of the services or products arising directly or indirectly from the Lease or the Properties. Government participation in the sale of any services or products resulting from operations on the Properties are covered under other authorities outside of the EUL authority of 10 U.S.C. §2667. The responses to this RFLP should demonstrate a viable commercial (non-Federal government) need for the Offeror(s)'s operations on the Properties.

c. Any information concerning this RFLP given to any Offeror will be furnished promptly to all other prospective Offerors. If the information is necessary in submitting proposals, or if the lack of it would be prejudicial to any other prospective Offerors, the information will be furnished as an amendment to this RFLP.

d. The RFLP response/proposal shall contain the Offeror's best terms and be complete in accordance with this RFLP. However, the Government reserves the right to require Offeror(s) to provide an oral presentation of their proposal. The Government does not intend to but may, at its sole discretion, conduct discussions with Offeror(s), typically through evaluation notices (ENs) any time after Offeror(s) submissions and prior to selection of a Potential Lessee(s). Any EN responses become part of the Offeror's submission and will be considered by the Government in making its Potential Lessee(s) selection.

e. After the receipt and evaluation of acceptable responses to this RFLP, the Potential Lessee(s) and the Government will negotiate the terms, conditions, agreements, plans, and schedules, etc., to effectively implement the Potential Lessee(s)'s proposed development, use, management, and operation of the Project(s) in a manner that is acceptable to the Government. Unselected Offerors may ask for a debriefing from the Government source selection team.

f. While the Government intends to enter into a Lease with the Potential Lessee(s), it is under no obligation to do so and reserves the right to cancel this RFLP and reject all submissions at its sole discretion. The Government reserves the right to suspend and/or amend all provisions of the RFLP and to waive informalities and minor irregularities in offers received where it is in the Government's best interest to do so.

g. By participating in the RFLP process, Offeror(s) agree to indemnify and hold harmless the Government, its officers, employees, and consultants from all claims, liabilities, and costs related to this RFLP. Under no circumstances will the Government be liable for any real estate brokerage commissions, finder's fees, or other forms of compensation related in any way to activities undertaken by any person as a result of this RFLP. This includes any and all activities related to negotiations with the Potential Lessee(s).

h. This RFLP may be amended at any time by the Government by formal amendment, document, letter, facsimile, or electronic mail. If this RFLP is amended, then all terms and conditions that are not amended remain unchanged.

i. The Government Real Estate Support Service ("**RESS**") and Privatization Real Estate Support Service ("**PRESS**") contractors, their successors, and their respective team members, subcontractors, and subcontractors' successors are all precluded from proposing on any Government EUL projects, and from acting as subcontractors, consultants or team members to a

development phase contractor for a period of up to ten (10) years from the expiration of their most recent contract with the Government in accordance with the terms of their contract(s). Accordingly, Offeror(s) shall not include these firms as part of their teams or request their assistance with proposal preparation. It is incumbent upon each Offeror to ensure that its team does not include any of the RESS or PRESS contractors or their respective team members and subcontractors. The RESS and PRESS Contractors are as follows: EMAX Financial and Real Estate Advisory Services; MC Fuhrman and Associates, LLC; Alvarez and Marsal Real Estate Advisory Services, LLC; Jones Lang LaSalle; MWH Americas Inc.; and FPS Advisory Group, LLC. Proposals including a prohibited team member or subcontractor will be rejected. RESS and PRESS contractors have signed Non-Disclosure Agreements.

j. Offeror(s) shall submit a statement acknowledging receipt of the Mandatory Clauses Required by Federal law attached hereto as **Appendix B** (the **"Mandatory Clauses"**) and incorporated herein by this reference and indicating their compliance with these requirements during the preparation of their proposals. Compliance with these clauses shall be required during the term of the Lease.

k. Proposals that fail to furnish required information or that fail to fulfill any of the required terms and conditions of this RFLP may be rejected by the Government. Any Offeror whose proposal is rejected for being incomplete will be notified by the Government of the material deficiencies in its proposal. Proposals that are rejected will not be evaluated by the Government in its assessment of the proposals received.

l. Offeror(s) shall submit a signed cover letter as shown in **Appendix D** (the "Offeror's Cover Page"). Each proposal must contain the name and mailing address of the Offeror and be properly executed. A proposal executed by an attorney or agent on behalf of the Offeror shall be accompanied by two authenticated copies of the power of attorney or other evidence of agency or authority to act on behalf of the Offeror. If the Offeror is a corporation, a corporate officer authorized to legally bind the corporation, must execute the Offeror's Cover Page, and provide a corporate certificate or resolution evidencing that corporate officer's authority to submit a proposal to lease the Properties in response to this RFLP. If the Offeror is a Partnership, Limited Liability Company or any other entity, the Offeror must provide evidence that the party signing the Offeror's Cover page has the authority to sign or bind the entity.

4.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

a. Offerors who include in their proposals data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall mark the title page with the following legend: "This proposal includes data that shall not be disclosed outside the Government and its representatives and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal." Mark each page of restricted data with the following legend "Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal." Over-marking of a proposal (for example, marking

the entire proposal or all or nearly all pages of the proposal) may result in the outright rejection of the proposal by the Government.

b. If, however, a Lease is signed with an Offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Lease or as needed for Environmental Documentation or the Freedom of Information Act. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. Offeror(s) should be aware; however, that the Government may share financial information with Congressional committees, if requested by the committees as part of their oversight function. The terms and conditions of the Non-Disclosure Provisions in **Appendix E**, attached hereto and incorporated herein by this reference, apply to each Offeror following the receipt of their proposal for the Project.

4.3 SUBMISSION OF RESPONSES

Offeror(s) shall send an email indicating their desire to submit a proposal by 15 May 2026, to afcec.EUL@us.af.mil. Subsequently the Government will provide instructions to upload responses to a secure site. The response files shall be in Microsoft Word or PDF format. Proposals are due no later than 5:00 PM Central Time on 29 June 2026 (the "**RFLP Response Due Date**"). Hard copy submissions will not be accepted.

a. Submitted responses, proposals and information shall correspond with the Sections, Factors, and Subfactors listed in **Table 1** and further described in **Sections 4.5 through 4.14** of this RFLP. Submitted responses (narrative, exhibits, illustrations, etc.) are limited to 40 total pages (single side, 8.5 x 11-inch page and standard font) using Microsoft Word and/or not to exceed 10 megabytes Adobe Systems Portable Document Format ("**PDF**"). Page limits as specified in the RFLP do not include drawings, cost estimates, mandatory clauses, legal documents, resumes, financial statements, pro formas, engineering calculations, catalog cuts, or specifications. Pages exceeding this limit will not be accepted, reviewed, or evaluated. The financial pro forma shall be a stand-alone Microsoft Excel file and not count towards the total page or PDF limit.

Table 1 – Evaluation Factors, Subfactors and Submittal Format	
SECTION	**EVALUATION FACTORS**
A	Factor 1 – Project Description
	Subfactor 1.1 – Project Concept, Market Analysis, and Project Feasibility
	Subfactor 1.2 – Project Development, Construction and Operations
B	Factor 2 – Return to the Government
	Subfactor 2.1 – Proposed Rental and/or Additional Consideration
	Subfactor 2.2 – Financial Pro Forma
C	Factor 3 – Organization, Experience and Capability
	Subfactor 3.1 – Organization and Experience
	Subfactor 3.2 – Financial Capability
D	Factor 4 – Integrated Project Plan and Schedule

4.4 INDUSTRY DAY AND SITE VISIT

a. A virtual Industry Day Webinar and site visits are scheduled. The webinar is currently scheduled for 23 April at 2:00 PM EDT and will cover the highlights of the RFLP and offer participants an opportunity to ask questions. Dates and times for the site visits are found below. Firms interested in attending the virtual exchange or the site visits must RSVP to Alaska.eul@specprosvcs.com. Deadlines for registration are April 16 for the virtual event and April 20 for the site tours.

b. DAF has identified the following dates and times for site visits at each of the three Installations:

i. JBER April 28, 2026 – 9:00 AM AKDT
ii. Clear SFS April 29, 2026 – 1:00 PM AKDT
iii. Eielson AFB April 30, 2026 – 9:00 AM AKDT

c. Offeror attendance at the webinar or the site visits is not required in order to submit a proposal.

4.5 SECTION A, FACTOR 1 – PROJECT DESCRIPTION SUBMITTAL REQUIREMENTS

4.6 SUBFACTOR 1.1: PROJECT CONCEPT, MARKET ANALYSIS, AND PROJECT FEASIBILITY

The Offeror(s) shall explicitly document the market demand and market feasibility analysis for its proposed Project; explicitly demonstrating that the proposed Project(s) is viable. The submitted narrative shall include at least the following:

a. Substantive data and facts, which clearly demonstrate the current and anticipated market demand for the proposed Project(s).

b. Site specific energy market and regulatory factors, such as different RTO/ISO conditions based on project development location – or, in the context of regulated utility markets, how the project will be supported by respective local electric, gas, communication network, and water utilities. For any proposed onsite generation, explain how the generation asset will be integrated into the project(s) approach – both near and long term. Please provide a mitigation and contingency plan to ensure DAF and surrounding community utilities' service life, resiliency, and capacity are not adversely impacted.

c. Facts and data describing the current market availability of commercial activities/services that will compete with the market demand for the proposed Project(s).

d. Facts and data detailing projected target market consumption/use of the Project(s); and

e. A narrative detailing the marketing and community engagement strategy for the proposed Project.

4.7 SUBFACTOR 1.2: PROJECT DEVELOPMENT, CONSTRUCTION AND OPERATIONS

Offeror(s) shall submit a narrative describing their proposed Project(s), including any onsite generation components if applicable, plans for the development, construction, and operation of the Project. This narrative shall demonstrate compliance with EUL Objectives described in the Executive Summary in Section 1 and with the General Lease Requirements outlined in Section 3, and shall also include at least the following:

a. Description within the Master Development Plan of proposed development, size, type, performance or capacity, site considerations, engineering, and construction work to be performed on both a data center facility and, if applicable, any onsite generation components.

b. Description of the anticipated leases, easements, agreements, etc., needed to develop and operate the proposed development.

c. A Project(s) development and construction plan, including the number of phases required for completion, and milestone schedule for the data center and any energy generation, if applicable.

d. A conceptual site plan depicting, identifying, and describing all proposed improvements, including but not limited to proposed facilities, fences, infrastructure including any onsite generation components, areas of ingress/egress, and storm water management areas.

e. A conceptual utility interconnection plan for the Properties, including any onsite generation for the proposed Project.

f. A conceptual water management plan.

g. A conceptual environmental management plan.

h. Description of the quality control processes and corporate systems employed to maintain quality control of the design, permitting, financing, construction and operation of the Project.

i. A conceptual plan for noise and light pollution mitigation. In the plan, provide a reference for the standard you are utilizing for your design and how it meets code compliance for the surrounding area.

j. Description of the Project's other impact(s) on surrounding communities and local governments, and the Offeror(s) mitigation strategies to those impacts; and

k. Description of any unique security requirements for data centers or power sources.

4.8 SECTION B, FACTOR 2 – RETURN TO THE GOVERNMENT

4.9 SUBFACTOR 2.1: PROPOSED RENTAL CONSIDERATION

Offerors shall explicitly document their proposed consideration to be provided to the Government in exchange for the leasehold interest in each of the Properties. The proposed consideration shall be substantiated with relevant empirical and quantitative data and analysis to include:

a. Current real estate market conditions for data centers in similarly situated properties.

b. Relevant facts and circumstances that may influence the rent; and

c. Annual cash payments are to be provided to the Government for base rent and any proposed participation rent.

4.10 SUBFACTOR 2.2: FINANCIAL PRO FORMA

Offeror(s) shall submit a FINANCIAL PRO FORMA, developed using Microsoft Excel software illustrating the economic viability of the proposed Project and containing the following elements:

a. Assumptions Worksheet – which shall be linked to all other worksheets within the pro forma, and wherein all financial assumptions (i.e., square footage, rental rates, interest rates,

internal rate of return, discount rates, weighted average cost of capital, etc.) can be manipulated to produce varying results during the evaluation of submittals.

b. Project Construction Budget – A line-item construction budget that reflects all expected construction costs, by major trades/milestones, and that are detailed for each month of the construction period through completion. This budget should also reflect drawdowns on the construction loan(s) and equity contributions as they occur and shall be linked to the Assumptions Worksheet and shall contain formulae so that cell references and calculations can be verified.

c. Project Sources and Uses Statement – A statement that reflects all expected transaction costs (i.e., construction, lender and closing fees, etc.), and the sources to fund these costs (i.e., loan proceeds, equity contributions, etc.). This statement shall be linked to the Assumptions Worksheet and shall contain formulae so that cell references and calculations can be verified.

d. Project Annual Cash Flow Statement (for each year of the lease term) – A statement that reflects line-item Project revenues and expenses for each year of the proposed Lease term. This statement shall be linked to the Assumptions Worksheet and shall contain formulae so that cell references and calculations can be verified. Specifically, the statement provided shall include the following on an annual basis:

i. Line-item description and dollar amount for each source of revenue.

ii. Line-item description and dollar amount for each charge (deduction) against Project(s) revenue.

iii. Line-item description and dollar amount for each Project expense item.

iv. Net Operating Income projection for each year of the term of the Lease based on items above.

v. Line-item description and dollar amount of all debt service payments.

vi. Line-item description and dollar amount of all deposits to Project(s) reserve accounts to include the demolition reserve account.

vii. Line-item description and dollar amount of all capital costs, including but not limited to 1) capital repairs and replacements; 2) leasing commissions; 3) demolition; and 4) etc.

viii. Line-item description and proposed total consideration to be paid to the Government.

e. Consideration Worksheet, which shall be linked to the Project Annual Cash Flow Statement and shall contain formulae so that cell references and calculations can be verified. This worksheet should include the proposed base rent consideration to be paid to the Government over the proposed term of the Lease. If the Offeror proposes to provide the Government with participation rent, this worksheet shall provide an explicit description and delineation of proposed base rent versus any proposed participation rent. If the Offeror is proposing that some portion or all of the consideration to be paid to the Government will be from participation rent or some other

form of revenue sharing arrangement, then this worksheet shall also include calculations and a narrative detailing the proposed participation percentages, and the priority of payments to the Government.

4.11 SECTION C, FACTOR 3 – ORGANIZATION, EXPERIENCE AND CAPABILITY

4.12 SUBFACTOR 3.1: ORGANIZATION AND EXPERIENCE

a. Offeror(s) shall provide a narrative detailing its corporate organizational structure, including legal form of ownership and management. If the Offeror is teaming with one or more business organizations for any portion of the Project, then it shall provide a narrative detailing the responsibilities of each team member, the extent to which the team has worked together in the past, the legal form of ownership and management of each team member, and (if other than the Offeror) expressly identify the team member organization that will be financially accountable for Project performance. The Offeror shall submit copies of legally binding contracts or agreement(s) it has in place with each member for the Project, or otherwise state that no such contracts or agreement(s) exist.

b. As a condition to being selected as the Potential Lessee(s), the Offeror(s) shall provide the Government with documentation evidencing its legality, authority, ownership, control, and management. Such documentation should include, without limitation, certificates of good standing, formation agreements, by-laws, operating and management agreements, organizational charts, and a certificate of disclosure of ownership interests.

c. Provide an explanation of its ability to field a qualified, experienced Project team with the experience and workload capacity necessary to manage all the disciplines required to develop and manage the Properties.

d. If the Offeror is teaming with one or more energy specific entities for any portion of the Project(s), then it shall provide a narrative detailing the responsibilities of each energy team member, including differing roles and responsibilities dependent on the type of energy market the Project(s) is located in, the extent to which the energy teams have worked together in the past, the entity and organizational structure, including the legal form of ownership and management of each energy team member, and if other than the Offeror, expressly identify the team member entities that will be financially accountable for Project performance. The Offeror also shall submit copies of all legally binding agreements it has executed with any of the team members.

e. Identify the key personnel and legal counsel designated and authorized to represent the Offeror in all negotiations with the Government, and throughout the transaction execution and financial closing process.

f. Provide a narrative describing up to three (3) of the most recent and relevant projects completed or in progress by the Offeror that are similar to the Offeror's proposed Project. The submittal shall provide details explaining the financing, design, construction, management, and operation of those five projects and specifically state how the Offeror accomplished them directly or if they were accomplished by another party, list the name of said other party. The submittal shall also include information describing cost, schedule, and performance of each project. For the

purposes of this factor, "**relevant work**" are those whose scope, magnitude and the complexity are similar to the Offeror's proposed Project(s). Additionally, provide a project reference for each with their name, title, project role, email, and phone number. The Government may elect to contact references.

g. The following disclosures are required:

i. Any foreign corporate ownership.

ii. Any ownership that has been restructured due to adverse circumstances (including default, triggering of loan covenants, change of controlling partner, etc.).

iii. Any action was initiated by a lender to replace, sanction, or suspend any principals of the company from future participation in lending activities.

iv. Any notices of fault in a lease with the Government, even if resolved.

v. Any legal judgements or settlements regarding fraud made in any federal or state jurisdiction over the past ten years.

vi. Any on-going litigation, arbitration, mediation, or other formal dispute process that involves the Government or a lender.

vii. Any on-going litigation matters that involve criminal behavior; or

viii. Any objection to any of the Lease requirements in Section 3 that would prevent the Offeror from signing the Lease.

4.13 SUBFACTOR 3.2: FINANCIAL CAPABILITY

a. The Offeror shall provide a letter of interest for Payment and Performance (P&P) Bonding from a bonding institution. This letter should state that the institution is capable and interested in providing bonding for the full amount to cover the project being proposed. In the event that an alternative to bonding is being proposed, provide information on the alternative and explain how it better protects the Government's interests versus P&P bonds.

b. Provide evidence of ability to secure sufficient funds or financing.

i. For Debt Financing– Provide a letter of interest from a lending institution

ii. For Equity Financing – Provide evidence of existing funds or proposed source of funds

iii. For Other Financing – Provide the type/source of funds/financing and plan for acquisition of funds

iv. Provide up to 3 examples of past performance securing funds or financing for projects of similar scope.

c. The Offeror will provide Audited Financial Statements (or Form 10-Ks if the entity is publicly owned) for the last three (3) years. Parent and holding companies should submit Audited Financial Statements if they intend to commit resources to a bidder in which they own a controlling interest. Joint ventures should submit Audited Financial Statements for the single business entity itself unless the single business entity has been newly formed for this specific Project or if the Principal Members of the single business entity will be independently responsible for financial commitments.

d. If Audited Financial Statements have not been prepared for the Offeror, the Offeror should explain their unavailability and furnish the Government with available documentation, as appropriate, to assist the Government in assessing this Evaluation Factor. If the Offeror is an individual, provide a complete and current personal financial statement for the Offeror and all the Offeror's partners/officers. The financial statements should be prepared in accordance with Generally Accepted Accounting Principles (GAAP). The submission must include an assertion as to accuracy made by the auditor.

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

f. Provide details of the major investors and/or lenders that you would anticipate participating in this development.

4.14 SECTION D, FACTOR 4 – INTEGRATED PROJECT PLAN AND SCHEDULE

Each Offeror shall provide a notional Integrated Project Schedule ("**IPS**") forecasting the critical activities and agreements necessary to achieve a successful Lease Agreement and Project. The IPS shall be submitted as a Gantt chart conducive to presenting clear sequences of major milestones and include estimated timeframes, dependencies, and critical path of the identified milestones. The content of the IPS shall include:

a. The total Project estimated timeline

b. Major milestones organized by phase with assigned estimated timeframes

c. Major milestone concurrences and dependencies

d. Identified critical path throughout the Project lifecycle

e. Major milestones and activities necessary for Project Planning, Design, Construction, and Operations phases, including:

f. Lease and Transaction Document Term Sheet, Final Signature

g. Site Investigations (applicable geotechnical, topographical, ground penetrating radar, test bores, utility capacity and placement, etc.)

h. Zoning, Entitlements, Permits

i. Environmental Regulatory requirements

j. Financial Modeling and Strategy

k. Site Plan/ Concept

l. Agreements with Government and third party entities

m. Financing and Insurance

n. Interconnection Study, Application, and Completion, if applicable

o. Power Purchase Agreement, if applicable

p. Design stages, to include Government review and designer response periods and virtual comment-response discussion meetings after each submittal

q. Applicable Construction Phase major milestones

r. Substantial Completion / Beneficial Occupancy

s. Applicable Operations Phase major milestones, including Occupancy, Capital Repair, and Lease Closeout

5 BASIS OF POTENTIAL LESSEE(S) SELECTION

5.1 SOURCE SELECTION STRATEGY

5.1.1 BEST VALUE SELECTION

a. This source selection will utilize a two-phase, best-value process. Phase I of this source selection will rank and select Offeror(s) and proposal(s) that provide the best value to the Government based upon an integrated and cumulative assessment of all factors and subfactors listed in **Table 1** of Section 5 above; Factor 1 (Project Description), Factor 2 (Return to the Government), Factor 3 (Organization, Experience, and Capability), and Factor 4 (Integrated Project Plan and Schedule). Factors 3 and 4 are of equal importance. Factors 1 and 2 are of equal importance and more important than Factors 3 and 4. Subfactors within each Factor are of equal importance. Factors 1, 2, 3 and 4 will be assigned an overall evaluation rating. Phase II, lease negotiations, shall commence after the Government completes the evaluation and ranking of the submitted offers/proposals and provides written notice to the Offeror(s) with the best-value proposal(s) that it has (or they have) been selected as Potential Lessee(s). However, a Potential Lessee(s) may not actually become a Lessee(s).

b. In order to promote an efficient competition and to avoid the unnecessary expenditure of resources by Offeror(s), the Government reserves the right (in its sole and absolute discretion) to establish a competitive range(s) and hold discussions at any point in the evaluation process and to remove from the competitive range any Offeror whose proposal, in the judgment of the

Government, stands no reasonable likelihood of being selected as a Potential Lessee(s). The competitive range determination can be based on Factor 1 (Project Description), Factor 2 (Return to the Government), Factor 3 (Organization, Experience, and Capability), Factor 4 (Integrated Project Plan and Schedule) or any combination of the four Factors. The Government reserves the right to conduct multiple competitive range determinations for the purposes of efficiency. If an Offeror is not included in the competitive range, it will be eliminated from further consideration.

5.1.2 FACTOR 1: PROJECT DESCRIPTION

Offeror(s) proposals will be evaluated against the requirements of Factor 1, inclusive of each sub-factor, and each of its sub-factors will be assigned evaluation color ratings in accordance with **Table 2** below. The overall Factor evaluation color rating will be based on the lowest rated Subfactor.

1. **Subfactor 1.1:** The Government will evaluate the Offeror's submitted market and feasibility analysis to determine whether it reasonably demonstrates that there is a commercial market (non-Government) demand for data center services and users of compute offtake and probability of commercial success for the proposed Project; and that the commercial market demand can be satisfied in a manner that is both consistent with the mission at the Installation and the RFLP requirements.

2. **Subfactor 1.2:** The Government will evaluate the Offeror's submitted plan to develop, construct and manage the proposed Project(s) in a manner consistent with all Applicable Law and with accepted commercial business practices, with special attention paid to compliance with the State of Alaska and local energy regulations. The technical and conceptual narrative, submitted data, and plans will be evaluated for clarity, feasibility, and compliance with the requirements of this RFLP, the EUL Objectives listed in Section 1, the General Lease Requirements in Section 3, and any applicable requirements, authorities, and constraints. The proposed technology, land development plan and marketing strategy will be evaluated for an understanding of the EUL process, probability of realizing Project expectations and compliance with the Enabling Statute, Applicable Law, the EUL Objectives, and the General Lease Requirements. Submitted data, data analysis, plans, etc., will be evaluated for compatibility with mission operations and risks, and Government's assessment of use of the Properties.

5.1.3 FACTOR 2: RETURN TO THE GOVERNMENT

a. Offeror(s) proposals will be evaluated against the requirements of Factor 2, inclusive of sub-factors, and each sub-factor will be assigned evaluation color ratings in accordance with **Table 2** and **Table 3** below. The overall Factor evaluation color rating will be based on the lowest rated Subfactor.

1. **Subfactor 2.1:** The Government will evaluate the Offeror's proposal to optimize the value of the EUL to the Government within the constraints and restrictions of this RFLP.

2. **Subfactor 2.2:** The Government will evaluate all aspects of the Offeror's response and financial pro forma for fairness, reasonableness, risk, and likelihood of success. The proposed

amount of consideration proposed to be provided by the Offeror to the Government will be evaluated as to the reasonableness, risk, legality, and likelihood of success, and providing the best value to the Government. Proposals that propose returns to the Government that are unreasonably low or speculative, or violate applicable legal requirements, may be considered unacceptable, and may be rejected on that basis.

b. The Government will evaluate whether the Offeror's proposal demonstrates a reasonable and viable approach to mitigating the risks to the Government's returns and interest in the proposed EUL.

5.1.4 FACTOR 3: ORGANIZATION, EXPERIENCE AND CAPABILITY

Offeror(s) submittal will be evaluated against the requirements of Factor 3, inclusive of sub-factors, and each sub-factor will be assigned evaluation color ratings in accordance with **Table 2** below. The overall Factor evaluation color rating will be based on the lowest rated Subfactor.

1. **Subfactor 3.1:** The Government will evaluate the Offeror's proposed management, technical, and financial plan, organization, and qualifications to develop, construct and operate a successful, long-term, mutually beneficial relationship with the Government within the constraints and requirements of the RFLP. The Government will review the submitted recent and relevant projects for similarity to Offeror's proposed plan and EUL processes and assess the level of confidence in the Offeror's plan.

2. **Subfactor 3.2:** The Government will evaluate whether the Offeror's strategy for financing the proposed Project clearly supports the project concept and is consistent with accepted commercial practices for similarly sized, complex leasing arrangements.

5.1.5 FACTOR 4: INTEGRATED PROJECT PLAN AND SCHEDULE

a. Offeror(s) proposals will be evaluated against the requirements of Factor 4 and will be assigned an evaluation color rating in accordance with **Table 2** below. The overall Factor evaluation color rating will be based on the lowest rated evaluation.

b. The Government will evaluate the Offeror's recommended agreements and business arrangements with the Government to assess the level of confidence in achieving a timely lease execution, receipt of rental and any other additional consideration, if any, and project completion.

c. The Government will evaluate the proposed integrated master plan and schedule for recognition and consideration of major milestones, duration of critical activities, and overall demonstration and understanding of the capabilities and flexibility needed to execute and sustain the proposed Project. The Government values speed to market.

d. The Government will evaluate the Offeror's proposed approach to interact with critical Government and other stakeholders and assess the level of confidence in commencing and efficiently completing negotiations with the Government.

5.2 EVALUATION COLOR RATINGS

a. Offeror(s) are encouraged to be innovative and to make proposals they believe will exceed the requirements of this RFLP.

b. The Government will evaluate Offeror's responses to each evaluation Factor and sub-factor listed in Table 1 and explained in Section 4 above to determine whether said response meets or exceeds the RFLP requirements and to assign color ratings to the Offeror's response to each of these evaluation Factors and sub-factors as explained in Section 5.1 above. Proposals will be assigned an evaluation color rating in accordance with **Table 3** below based on the Government's evaluation of the proposal as a whole.

c. The Government will evaluate risk by assessing the likelihood that the Offeror will be able to satisfy the requirements of this RFLP or will be able to carry out its Lease and Project as proposed. The Government will award a Confidence Rating of High Confidence, Confidence, Little Confidence, or No Confidence. The Government will consider a response to be low risk if awarded High Confidence or Confidence, indicating there is little likelihood that the Offeror will be unable to satisfy the requirements of this RFLP or carry out its Project as proposed. Conversely, the Government will consider the approach to be high risk if awarded Little Confidence or No Confidence indicating there is a substantial likelihood that the Offeror will be unable to satisfy the requirements of this RFLP or carry out its Project as proposed.

d. The color ratings to be used by the evaluators are shown in **Table 2** and **Table 3** below.

Table 2 – Performance Color Ratings

COLOR	RATING	DEFINITION
Blue	Excellent	The Offeror's response exceeds the minimum requirements of the factor or sub-factor in a way that is beneficial to the Government, consistent with the EUL Objectives and General Lease Requirements. There are no significant weaknesses. The "Excellent" rating may have additional gradations of "Plus" to the upside and "Minus" to the downside.
Green	Acceptable	The Offeror's response meets the minimum requirements of the factor or sub-factor in a way that is beneficial to the Government and is consistent with the EUL Objectives and General Lease Requirements. There may be minor but correctable weaknesses. The "Acceptable" rating may have additional gradations of "Plus" to the upside and "Minus" to the downside.
Yellow	Marginal	The Offeror's response meets some but not all the requirements of the factor or sub-factor in a way that is beneficial to the Government and is consistent with the EUL Objectives and General Lease Requirements. There are apparent or moderate weaknesses that may be correctable. There are no additional gradations to a "Marginal" rating.
Red	Unacceptable	The Offeror's proposal fails to satisfy the requirements of the factor or sub-factor. There are unacceptable weaknesses. There are no additional gradations to an "Unacceptable" rating.

e. The Government reserves the right to exclude any Offeror receiving either a Yellow (Marginal) or Red (Unacceptable) rating from consideration in the Offeror determination.

Table 3 – Confidence Color Ratings		
COLOR	**RATING**	**DEFINITION**
Blue	High Confidence	Based on the information submitted in response to this RFLP, the Government has high confidence the Offeror will successfully perform the Project as proposed. No significant weaknesses were identified. Normal contractor/government oversight and monitoring will be required.
Green	Confidence	Based on the information submitted in response to this RFLP, the Government has confidence the Offeror will successfully perform the Project as proposed. Any weaknesses identified have a low potential to cause significant disruption to the successful execution and operation of the project. Normal contractor/government oversight and monitoring will be required.
Yellow	Little Confidence	Based on the information submitted in response to this RFLP, the Government has doubt that the Offeror will successfully perform the Project as proposed. There are weaknesses identified that have a moderate potential to cause significant disruption to the successful execution and operation of the project. Special contractor/government emphasis and close oversight and monitoring will be required.
Red	No Confidence	Based on the information submitted in response to this RFLP, the Government has substantial doubt that the Offeror will successfully perform the Project as proposed. There are weaknesses identified that have a high potential to cause significant disruption to the successful execution and operation of the project that cannot be mitigated by special contractor/government emphasis and close oversight and monitoring.

f. The Government reserves the right to exclude any Offeror receiving either a Yellow (Little Confidence) or Red (No Confidence) ratings from consideration in the Potential Lessee(s) determination.

6 NEGOTIATIONS

6.1 STRATEGY

a. Lease negotiations shall commence after the Government completes the evaluation and ranking of the submitted offers/proposals and provides written notice to the Offeror(s) with the best-value proposal(s) that it/they has been selected as a Potential Lessee(s). The Government desires to complete negotiations within 180 days after the provision of said notice (the "**Negotiation Period**") and will periodically assess the progress of these negotiations to determine if negotiations will be terminated or if they will continue and the Negotiation Period will be extended. During the Negotiation Period, the Potential Lessee(s) will work in good faith with the Government to negotiate terms and conditions of the Lease agreement and any other agreements and documents that may be necessary or required for executing the Lease.

b. Upon commencement of the Negotiation Period, the Government shall debrief the Potential Lessee(s), documenting their proposal's evaluated strengths, weaknesses and challenges. The Government may provide a non-binding term sheet in addition to the generic one found in **Exhibit**

G to the Potential Lessee(s) tailored to the Project(s) proposal, documenting the Potential Lessee(s)'s acceptable and unacceptable proposed terms and conditions as well as the Government's requirements. This non-binding term sheet will be negotiated and, if mutually agreed to, shall be executed by the Potential Lessee(s) and the Government and used to guide negotiations of the Lease and other necessary agreements or documents.

c. If at any time during the Negotiation Period, the Government determines (in its sole and absolute discretion) that negotiations are not satisfactorily progressing, the Government has the right to terminate negotiations with the Potential Lessee(s). Upon the termination or expiration of the Negotiation Period, negotiations with the Potential Lessee(s) shall automatically cease without any further action required by the Government and the Government may cancel the RFLP or proceed to negotiate the EUL with another Potential Lessee(s). The Government disclaims any liability for terminating negotiations and that, once terminated, the Government and the Potential Lessee have no further obligations to each other.

d. If the Government agrees to enter into negotiations with another Potential Lessee after the initial Negotiation Period, such Potential Lessee(s) (the "**New Potential Lessee(s)**") shall provide to the Government a written affirmation that there have been no material changes to its proposal. Failure to provide such written verification will disqualify a Potential Lessee(s) from negotiations with the Government. No Potential Lessee(s), new or former, nor the Government will be entitled to reimbursement of costs or other indemnification from the other party.

6.2 LEGAL DOCUMENTATION

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

b. In addition to a Lease, there may also be a need for ancillary agreements, all of which will be required to be captured in the term sheet and negotiated during the Negotiation Period.

c. At Lease execution, legal counsel for the Potential Lessee(s) shall issue to the Government a legal opinion as to the authority of the Potential Lessee(s) to make and enter into the Lease and other ancillary agreements. The opinion letter must address entity formation, valid existence, good standing, power and authority of the entity, due authorization, execution and delivery, qualification to do business, conflicts with organizational documents or other agreements, conflicts with court orders and decrees, violation of laws, any required governmental consents or approvals, pending litigation and bankruptcy, and such other matters as may be required by the Government. The opinion letter must also address the enforceability of each of the final legal agreements and documents executed by the Potential Lessee(s). This opinion letter is required to be in a form and content acceptable to the Government.

7 CONGRESSIONAL NOTIFICATION AND REPORTING REQUIREMENTS

OFFEROR(S) SHOULD NOTE THAT THE GOVERNMENT MAY HAVE SEVERAL POTENTIAL CONGRESSIONAL NOTIFICATION AND REPORTING REQUIREMENTS UNDER 10 U.S.C. §2667 AND §2662 THAT MUST BE ACCOMPLISHED PRIOR TO EXECUTING THE FINAL TRANSACTION DOCUMENTS. THE ABILITY OF THE GOVERNMENT TO EXECUTE THE FINAL TRANSACTION DOCUMENTS IS SUBJECT TO SUCCESSFUL CONGRESSIONAL NOTIFICATION AND REPORTING, AS REQUIRED,

WITHOUT CONGRESSIONAL OBJECTIONS.

7.1 DOCUMENTATION

Offeror(s) are encouraged to review the Enabling Statute and Department of Defense and DAF instructions, directives and publications relative to general leasing for familiarity with requirements processes pertinent to this EUL.

7.2 CLARIFICATIONS/QUESTIONS

Offeror(s) with questions about this RFLP must submit all questions in writing on a Pre-Offer Inquiry ("**POI**") Form. A copy of the POI Form is attached hereto as **Appendix F**. Inquiries must be submitted on the POI Form via e-mail to the official EUL mailbox at afcec.EUL@us.af.mil. POIs will not be accepted after midnight on 8 May 2026. The Government will respond to properly submitted POIs on the Contract Opportunities website and if an inquiry response requires it, via an amendment to the RFLP on the website, https://sam.gov/.

8.0 SITE VISITS

Site visits will include a drive-through inspection of the premises and surrounding areas at Joint Base Elmendorf-Richardson on April 28, 2026; Clear Space Force Station on April 29, 2026; and Eielson Air Force Base on April 30, 2026. Participation is optional and not required to submit a response to the Request for Lease Proposals (RFLP). Please limit attendance to two to three personnel per Offeror. RSVP by 12:00 PM CST on April 20, 2026, at Alaska.EUL@specprosvcs.com.

United States Department of the Air Force

Air Force Civil Engineer Center (AFCEC)

Artificial Intelligence (AI) Data Centers Lease Opportunity

Final Request for Lease Proposal (RFLP) Appendix A-1

Joint Base Elmendorf Richardson (JBER)

RFLP No. AFCEC-26-R-0006

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Joint Base Elmendorf Richardson

1.0 Preamble

This document provides a description of the parcel(s) available at the installation for potential development under the Enhanced Use Lease (EUL) program. It is intended to support interested parties in reviewing the opportunity in connection with the Request for Lease Proposal (RFLP).

2.0 Installation Overview

Stood up in 2010, the 673d Air Base Wing today comprises over 5,500 joint military and civilian personnel, supports and enables America's Arctic Warriors and their families. In addition, the wing provides medical care to over 35,000 joint service members, dependents, Veterans Affairs patients, and retirees throughout Alaska. The 673d ABW maintains $15 billion in infrastructure encompassing 85,000 acres, ensuring Joint Base Elmendorf-Richardson remains America's premier strategic power projection platform. JBER's higher headquarters is Pacific Air Forces, or PACAF, at Joint Base Pearl Harbor-Hickam, Hawaii.

The mission of the 673d ABW is to project forces, protect the homeland, and empower the joint base. The wing's vision is to be a united team of Alaska-tough warfighters, ready to deter and defeat adversaries in any theater, any climate, at home or abroad. The wing's priorities focus on maintaining ready Airmen, a ready base, and a ready community.

Construction on Elmendorf Field began on June 8, 1940, as a major and permanent military airfield near Anchorage. The first Air Corps personnel arrived on Aug. 12 of that year. On Nov. 12, 1940, the War Department formally designated what had been popularly referred to as Elmendorf Field as Fort Richardson. The air facilities on the post were named Elmendorf Field in honor of Captain Hugh M. Elmendorf, killed in 1933 while flight testing an experimental fighter near Wright Field, Ohio. In 1951, the Army moved its operations to the new Fort Richardson and the Air Force assumed control of the original Fort Richardson and renamed it Elmendorf Air Force Base.

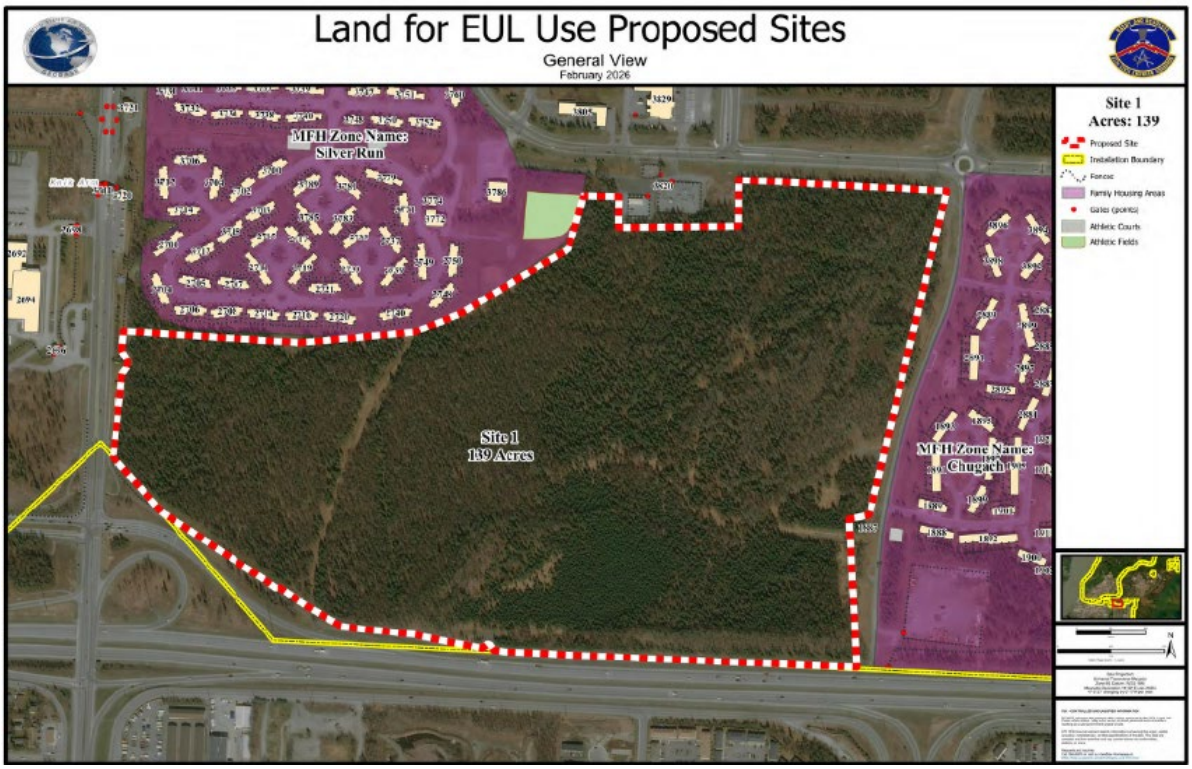
3.0 Land Description(s)

Additional details regarding these sites are below:

Table 1. Size of Land Area

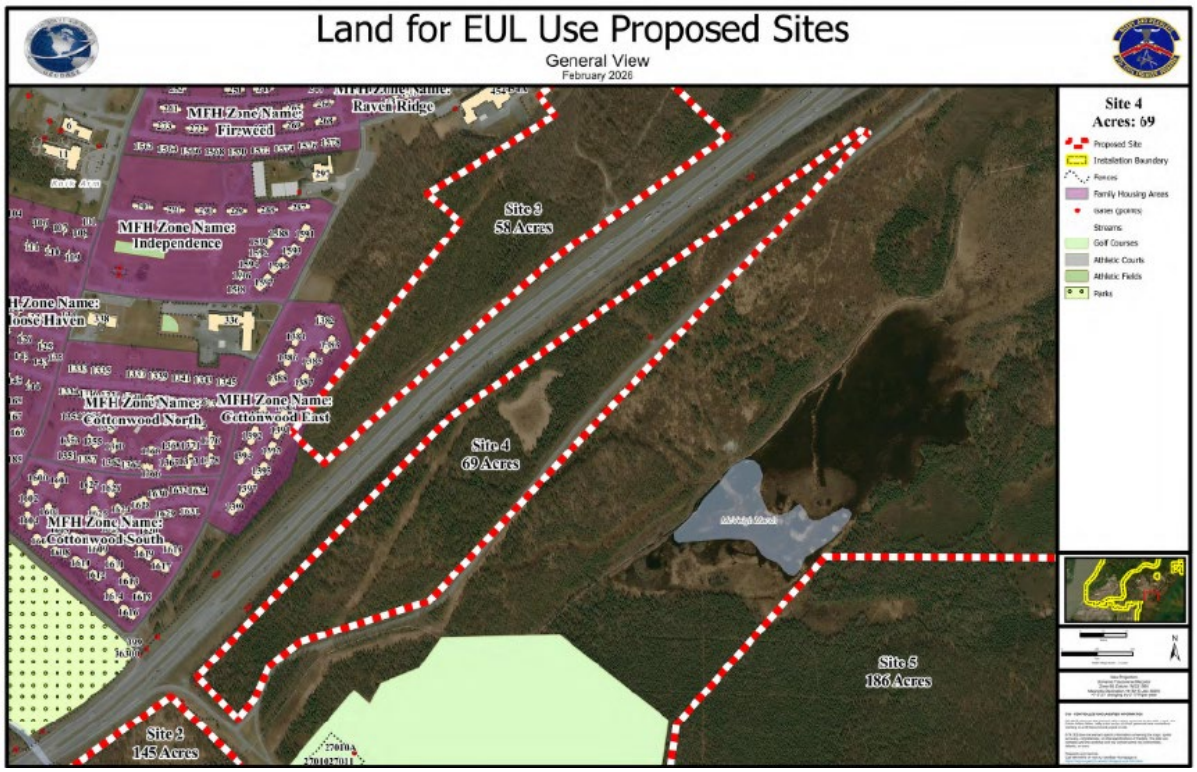
LAND AREA	APPROXIMATE ACRES
Site 1	139
Site 3	58
Site 4	69

Figure 1. Land Area Map



Potential Site 1

Potential Site 3



Potential Site 4

4.0 Tenants and Improvements

Site 1 There are currently no known projected improvements to this site.

Site 3 There are currently no known projected improvements, however, this site is adjacent previously approved siting for construction of privatized homes. There is a programmed project, via OLDCC PSMI issued grant, for a complete demolition/replacement of the Anchorage School District's Ursa Major Elementary School just north of the site.

Site 4 There are currently no known projected improvements to this Army training site. There are 2 sited projects to the northeast that will expand training capabilities for 11th ABN DIV, Training Support Activity, Alaska (TSA/AK). Both projects will need to be evaluated for additional noise constraints, safety zones and QD arcs.

5.0 Natural Infrastructure

Environmental Baseline Surveys (EBS) have not been completed for any of these potential opportunity areas. The Lessee shall be responsible at its own expense, for preparing a new EBS to the satisfaction of and to be signed by the Government, to confirm the environmental conditions. The potential Lessee(s) must complete its EBS, and the Government must fully comply with NEPA prior to entering into and executing a Lease. Proposed development in the identified EUL sites would constitute a significant land use conversion that may not qualify for a Categorical Exclusion under NEPA.

6.0 Transportation and Access

6.1 Secured Access

Site 1 This site is inside the secured JBER perimeter fence. Off-base access could be obtained at the Boniface gate offramp/Vandenberg Ave. This would require the entire project site to be secured following the JBER perimeter security fencing requirements and approval of 673 SFS leadership/JBER Leadership. Access to this

site could be obtained on base from Provider Drive or Wilkins Ave.

Site 3 This site is located inside the secured JBER perimeter fence. It is only accessible through a JBER housing neighborhood, District 1, after entering the base through a main entry gate.

Site 4 This site is south of the Glenn Hwy on an unfenced/unsecured portion of JBER. Access to this site may be possible via Arctic Valley Road and D-Street/Richardson Frontage Road exits.

6.2 Vehicular Access

Site 1 Off-base access to this site could be obtained at the Boniface gate offramp/Vandenberg Ave. This would require the entire project site to be secured following the JBER perimeter security fencing requirements and approval of 673 SFS leadership/JBER Leadership. Access to this site could be obtained on base from Provider Drive or Wilkins Ave.

Site 3 On-base access to this site is only available through a JBER housing neighborhood, District 1, after entering the base through a main entry gate. Off-base access would require construction of a frontage road from D-street outside Richardson Gate and relocation of the perimeter fence.

Site 4 Access to this site may be possible via Arctic Valley Road and D-Street/Richardson Frontage Road exits.

7.0 Infrastructure and Utilities

Site 1 This site has been considered in the past for possible future use for Chugach Electric battery energy storage system benefiting JBER power resiliency and/or microgrid battery storage, however no final plans are in place. There is currently insufficient power for use for an AI data center; it would require a new connection to Chugach Electric Company. There is currently an LNG shortage in Alaska for the short term. There is no nearby open water source.

Sites 3 and 4 currently have insufficient power to support an AI data center. Although Chugach Electric power plant and transmission lines are near these two potential sites, a new connection to Chugach Electric Company would be required. There is currently an LNG shortage in Alaska for the short term. Ship Creek is open surface water with affiliated wetlands and flood zones adjacent the creek, and although this creek is near sites 3 and 4, it is officially listed in the Anadromous Waters Catalog (AWC #247-50-10060); any in-stream work or any actions that may impact the stream, e.g., changing temperature regime or turbidity of water, requires a Fish Habitat Permit (Alaska Anadromous Fish Act (AS 16.05.871)).

8.0 Development Considerations

8.1 Security

Security will need to be assessed by Defenders for access, response time, and manning for all three (3) potential sites.

Site 4 experiencing trespass into training areas by members of the public is an existing persistent problem; development in these areas increases risk for encroachment into other operational areas and potential for people to inadvertently enter live fire activities, disrupting military training, and presents a life, health and safety risk.

8.2 Environmental Considerations

No previous Environmental Baseline Surveys have been completed for any of the potential opportunity areas/sites. The Lessee shall be responsible at its own expense, for preparing an EBS to the satisfaction of and to be signed by the Government, to confirm the environmental conditions. The potential Lessee(s) must complete its EBS, and the Government must fully comply with NEPA prior to entering into and executing a

Lease.

Depending on type of cooling designed, substantial quantities of cooling water may be needed for AI data center operations. An adequate source of large quantities of water and disposition of water after use for cooling would need to be identified, and nearby Ship Creek may not be available or suitable for this use.

Additional maps regarding flood plains, wetlands and remediation sites are depicted in slides; other known environmental information is included below:

Site 1 Environmental constraints include wetlands and one contaminated land/remediation site. Potential EUL Site 1 is part of Operable Unit 6 and contains LUC Site LF003. Access to groundwater and soil at LF003 will be institutionally controlled. LF003 is currently designated as a "restricted use area" in the Installation Development Plan. This designation provides for recreational use of the parcel (cross country skiing, etc.) and for construction of unmanned facilities such as a parking lot, storage building, or taxiway, but prohibits the construction of any sort of manned facility such as an office building or a residence. Drilling into the shallow aquifer is also restricted by the Installation Development Plan to prohibit residential or agricultural use of contaminated groundwater.

Any impacts to wetlands would require a Finding of No Significant Impact/Finding of No Practicable Alternative (FONSI/FONPA) to be signed at MAJCOM level and would drive considerable mitigation expenses [Note: Mitigation for wetlands removed by runway extension project was >$2M]. The volume of timber generated from land clearing is likely to exceed $25K in value, requiring a formal competitive bidding process and we cannot split into smaller sales to avoid this requirement; a timber cruise (~$30K) would be required prior to sale to estimate value. A timber sale would be required and resulting proceeds deposited in the DAF Forestry account; per DAFMAN 32-7003, section 3.45, "An installation will not give away, abandon, carelessly destroy, or use to offset contract costs, or trade for services or supplies any forest products with marketable value". JBER has no means to conduct a timber sale independently; the U.S. Army Corps of Engineers (USACE) has executed timber sales for JBER in the past for a fee (approximately $15K). Numerous wildlife utilize the area as habitat, as well as a major movement corridor along Ship Creek; black and brown bears are prevalent, as well as moose, wolves, lynx, wolverine etc.

Site 3 Environmental constraints include wetlands in the middle of this site. Nearby Ship Creek is open surface water with affiliated wetlands and flood zones adjacent the creek; although nearby site 3, it is officially listed in the Anadromous Waters Catalog (AWC #247-50-10060), and any in-stream work or any actions, e.g., changing temperature regime or turbidity of water, that may impact the stream requires a Fish Habitat Permit (Alaska Anadromous Fish Act (AS 16.05.871)). Any impacts to wetlands would require a Finding of No Significant Impact/Finding of No Practicable Alternative (FONSI/FONPA) to be signed at MAJCOM level and would drive considerable mitigation expenses [Mitigation for wetlands removed by runway extension project was >$2M]. The volume of timber generated from land clearing is likely to exceed $25K in value, requiring a formal competitive bidding process and we cannot split into smaller sales to avoid this requirement; a timber cruise (~$30K) would be required prior to sale to estimate value. A timber sale would be required and resulting proceeds deposited in the DAF Forestry account; per DAFMAN 32-7003, section 3.45, "An installation will not give away, abandon, carelessly destroy, or use to offset contract costs, or trade for services or supplies any forest products with marketable value". JBER has no means to conduct a timber sale independently; the U.S. Army Corps of Engineers (USACE) has executed timber sales for JBER in the past for a fee (approximately $15K). Numerous wildlife utilize the area as habitat, as well as a major movement corridor along Ship Creek; black and brown bears are prevalent, as well as moose, wolves, lynx, wolverine etc.

Site 4 Substantiative portions of this parcel are wetlands. Nearby Ship Creek is open surface water with affiliated wetlands and flood zones adjacent to the creek; although nearby site 4, it is officially listed in the Anadromous Waters Catalog (AWC #247-50-10060), and any in-stream work or any actions, e.g., changing temperature regime or turbidity of water, that may impact the stream requires a Fish Habitat Permit (Alaska Anadromous Fish Act (AS 16.05.871)). Any impacts to wetlands would require a Finding of No Significant Impact/Finding of No Practicable Alternative (FONSI/FONPA) to be signed at MAJCOM level and would

drive considerable mitigation expenses [Note: Mitigation for wetlands removed by recent runway extension project was >$2M]. The volume of timber generated from land clearing is likely to exceed $25K in value, requiring a formal competitive bidding process and we cannot split into smaller sales to avoid this requirement; a timber cruise (~$30K) would be required prior to sale to estimate value. A timber sale would be required and resulting proceeds deposited in the DAF Forestry account; per DAFMAN 32-7003, section 3.45, "An installation will not give away, abandon, carelessly destroy, or use to offset contract costs, or trade for services or supplies any forest products with marketable value". JBER has no means to conduct a timber sale independently; the U.S. Army Corps of Engineers (USACE) has executed timber sales for JBER in the past for a fee (approximately $15K). Numerous wildlife utilize the area as habitat, as well as a major movement corridor along Ship Creek; black and brown bears are prevalent, as well as moose, wolves, lynx, wolverine etc. There are known bald eagle nests on the property.

8.3 Zoning

Site 1 This site is in Planning District 1, Housing. The area is zoned as "Open space/Buffer Zone".

Site 3 This site is in Planning District 1, Housing. The area is zoned as "Open space/Buffer Zone". A portion of this site has been previously approved for construction of additional privatized housing.

Site 4 This site is in Planning District 6, Training South. The area is zoned "Outdoor Recreation".

8.4 Air Installation Compatible Use Zones

Site 1 This site is located in Accident Potential Zone (APZ) I and II for Elmendorf Airfield, Runway 17/35. Development needs to be deconflicted with APZ requirements with respect to building occupancy.

Site 3 This site is located in Noise contours (munitions) from existing TSA-AK's ranges are identified at 87 to 104 dB PK 15; this noise level is considered incompatible with residential and some commercial land uses unless engineered mitigation incorporated into designs.

Site 4 Noise contours (munitions) from existing TSA-AK's ranges are identified at 87 to 104 dB PK 15; this noise level is considered incompatible with residential and some commercial land uses unless engineered mitigation incorporated into designs.

8.5 Airfield Clearances

Site 1 This site is located in the Elmendorf Airfield Accident Potential Zones (APZ) I and II. There are no known safety concerns for Byant Army Airfield. Any development would need to deconflict with APZ requirements.

Site 3 There are no airfield clearance concerns for Elmendorf Airfield or Bryant Army Airfields for this parcel.

Site 4 There are no airfield clearance concerns for Elmendorf Airfield or Bryant Army Airfields for this parcel.

8.6 Explosives Safety Zone

There are no explosives safety zones affiliated with any of these three potential sites. The dangers may include stray munitions, or other dangers that will vary, dependent on specific training activity, munitions being used, and other variables.

8.7 Environmental Restoration Program

Site 1 The Environmental Restoration Program (ERP) provides for the cleanup of hazardous substances associated with past DoD activities. Potential EUL Site 1 is part of Operable Unit 6 and contains LUC Site LF003. Access to groundwater and soil at LF003 will be institutionally controlled. LF003 is currently designated as a "restricted use area" in the Installation Development Plan. This designation provides for

recreational use of the parcel (cross country skiing, etc.) and for construction of unmanned facilities such as a parking lot, storage building, or taxiway, but prohibits the construction of any sort of manned facility such as an office building or a residence. Drilling into the shallow aquifer is also restricted by the Installation Development Plan to prohibit residential or agricultural use of contaminated groundwater.

There are no known ERP sites on the other two potential EUL sites.

8.8 Bird/Wildlife Aircraft Strike Hazard Areas
Currently there are no Bird/Wildlife Aircraft Strike Hazard Areas known to be affiliated with sites 3 or 4.

Site 1 lies within the secondary BASH exclusion zone and would need to be considered during design.

8.9 Legislative Jurisdiction
The legislative jurisdiction for all three potential sites is Concurrent.

8.10 Easements and Encumbrances
Site 1 There is a Right of Way for State of Alaska DOT Hwy, for the Glenn Highway off ramp. Anchorage Water and Wastewater Utility (AWWU) has a storm water main easement running along Wilkins Ave. Chugach Electric Association has an underground electrical power distribution line easement on the west boundary.

Site 3 This site overlaps with the North Anchorage Land Agreement (NALA); Eklutna Inc. and the state of Alaska would have to be involved if there was an EUL placed here. The Alaska Pipeline Company has an easement for a natural gas line along south boundary.

Site 4 GTP Towers has a lease for a cellular tower and access road. Chugach Electric Company has an easement for an overhead electrical power distribution line.

United States Department of the Air Force

Air Force Civil Engineer Center (AFCEC)

Artificial Intelligence (AI) Data Centers Lease Opportunity

Final Request for Lease Proposal (RFLP) Appendix A-2

Eielson Air Force Base (AFB)

RFLP No. AFCEC-26-R-0006

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Eielson Air Force Base

1.0 Preamble

This document provides a description of the parcel(s) available at the installation for potential development under the Enhanced Use Lease (EUL) program. It is intended to support interested parties in reviewing the opportunity in connection with the Request for Lease Proposal (RFLP).

2.0 Installation Overview

Eielson Air Force Base, named after Carl Ben Eielson, an Alaskan aviation pioneer and polar pilot, is located 100 miles south of the Arctic Circle and 26 miles southeast of Fairbanks. It is a key Arctic hub for INDOPACOM airpower, covering 31 square miles (20,000 acres) to support its core missions. In addition to the main installation, Eielson AFB manages an additional 37,824 acres at four other locations – Blair Lakes Air Range (33,964 acres), the Chena River Research Site (3,791 acres), the Birch Lake Recreation Area (51 acres), and C Battery (18 acres). The majority of the 286 buildings are located in the relative center of the Base. Quarry Hill, located on the eastern edge of Eielson AFB, and Engineer Hill to the far north provide additional training, munitions storage, and recreational functions. Additionally, Eielson AFB is completely self-sufficient, providing its own water, heat, and electricity.

The host wing at Eielson AFB is the 354 Fighter Wing (FW), which conducts close air support, battlefield air interdiction, and wartime operations support, and regularly hosts visiting aircrews during Red Flag-Alaska, Distant Frontier, Northern Edge, and other major flying exercises, which are conducted on the Joint Pacific Alaskan Range Complex (JPARC). Participants include all five armed services and allied partners with more than a dozen types of transient aircraft temporarily operating from the base during these exercises. There are also several tenant units located at Eielson AFB that support the 354 FW or other vital missions in support of national security. At present, 54 F-35s, 21 F-16s, 9 KC-135s, and 2 HH-60s are based at EAFB.

Eielson AFB relies on its 14,530-foot-long, 150-foot-wide concrete runway to support its various operations. Given the size of the runway and its significant amount of taxiway and ramp space, the airfield can accommodate significant numbers of aircraft of virtually any type. Another integral part of the Eielson AFB mission is the Joint Pacific Alaska Range Complex (JPARC), which consists of 67,000 square miles of airspace, 25 military operating areas, 43 threat systems, and 523 targets for range and exercise operations. Eielson AFB range control coordinates/manages the air space within Blair Lakes, Yukon, and Oklahoma ranges.

As the missions continue to grow, the base's infrastructure is subjected to increasing operational and maintenance issues caused by lack of investment for 10-years while on the BRAC list, extreme temperature variations and significant precipitation. Additionally, the short construction window of Central Alaska only lasts a few months during the summer season and competes with operational and exercise capabilities for that time.

3.0 Land

Eielson AFB offers approximately 4400 acres spread over various sites on and off the installation for development. Additional details for each site are below:

Table 1. Size of Land Area

LAND AREA	APPROXIMATE ACRES
Site #1 – North Pole	175
Site #2 – Eielson North	393

Site #3 – South Eielson	214
Site #4 – Housing	100
Site #5 – E-Hill	3500

Figure 1. Land Area Map

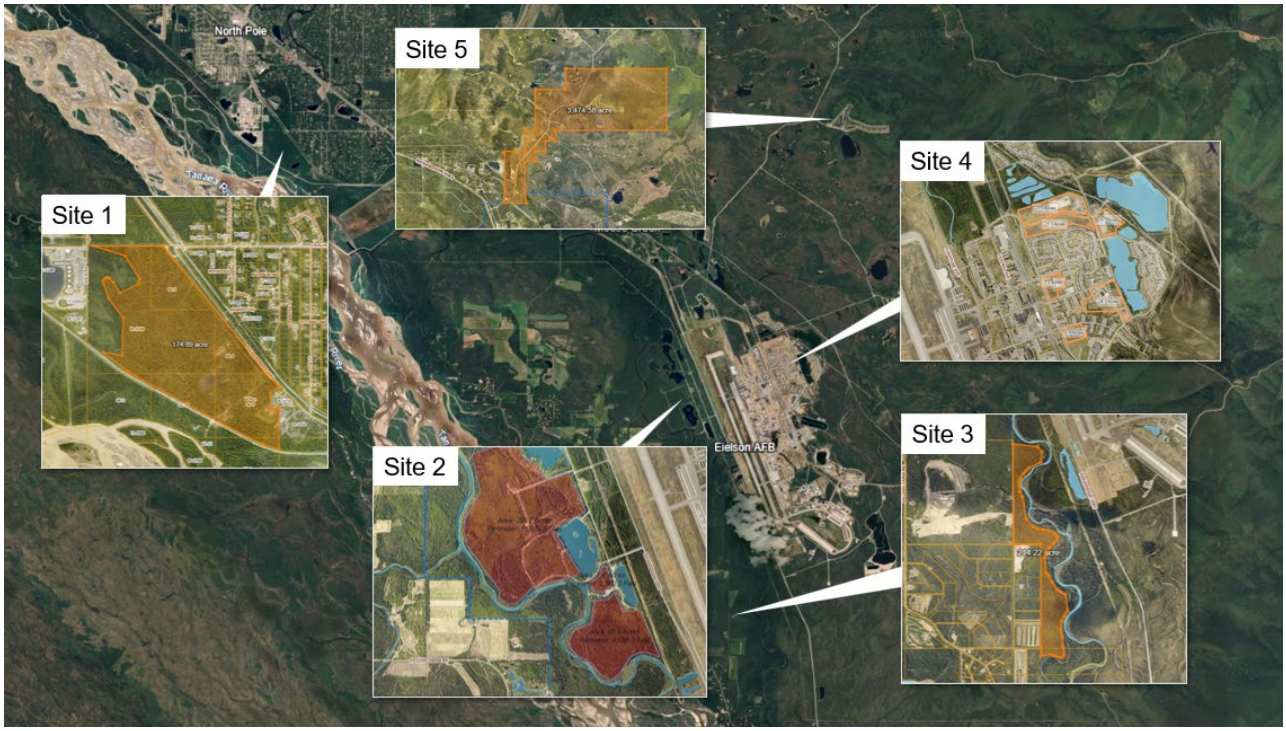


Figure 2. Site #1 – North Pole

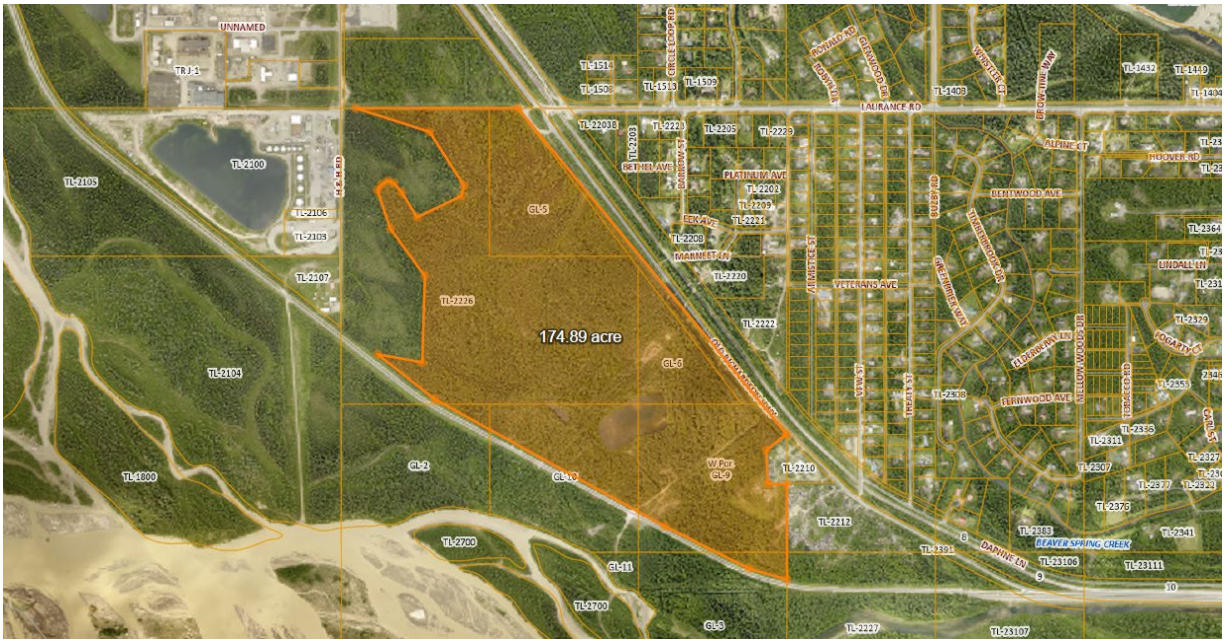


Figure 3. Site #2 – Eielson North

Figure 4. Site #3 – South Eielson

Figure 5. Site #4 – Housing

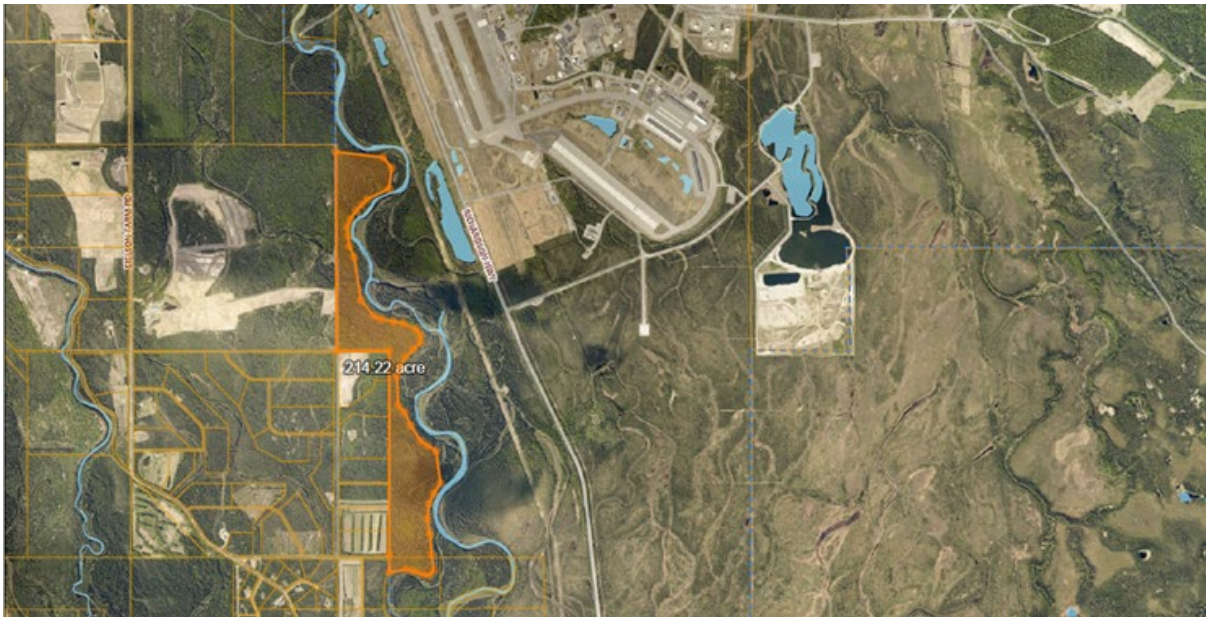
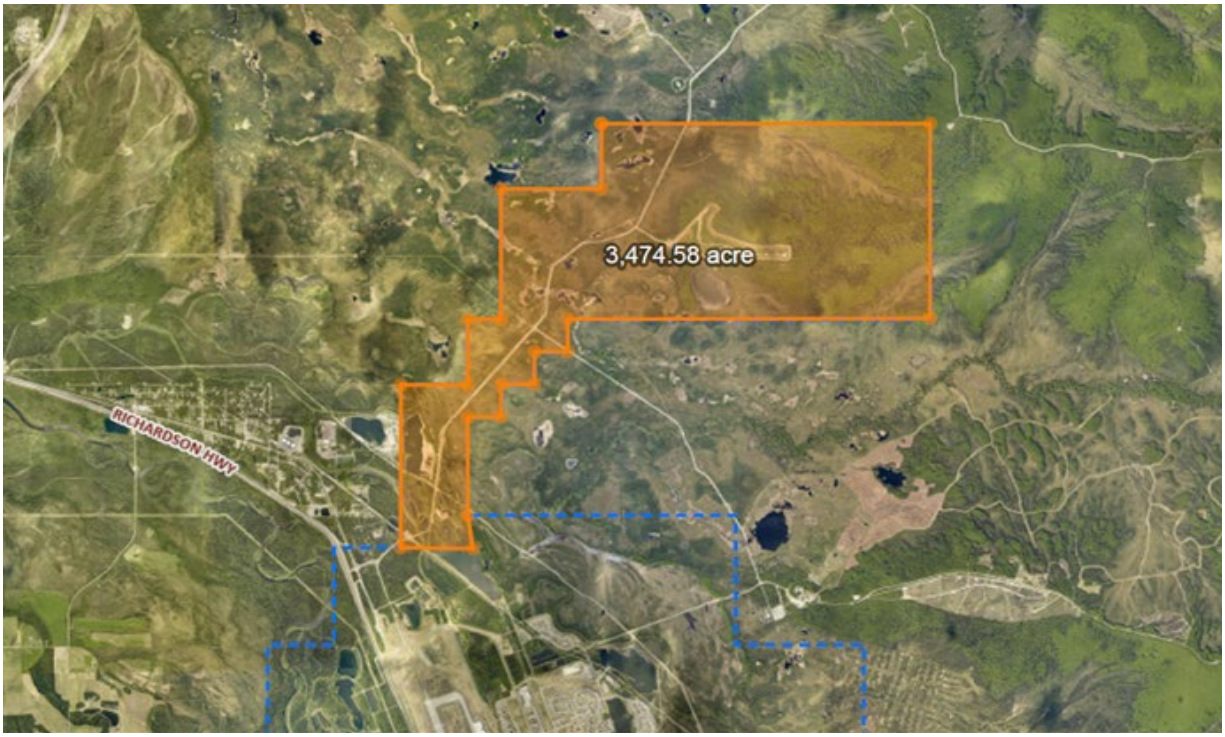


Figure 6. Site #5 – E-Hill



4.0 Tenants and Improvements
Site #1 has no existing improvements.
Site #2 has a communication tower as a tenant, limited road access, and a pavilion. Majority of land available has no existing improvements.
Site #3 has no existing improvements.
Site #4 has various improvements includes utilities, roads, buildings.
Site #5 has portions of areas with no existing improvements and additional locations with various improvements includes roads, structures, and buildings.

5.0 Natural Infrastructure
Environmental Baseline Surveys must be completed for the opportunity area. The Lessee shall be responsible at its own expense for preparing a new EBS to the satisfaction of and to be signed by the Government, to confirm the environmental conditions. The potential Lessee(s) must complete its EBS, and the Government must fully comply with NEPA prior to entering into and executing a Lease.

North Pole Site #1 is mostly undeveloped, forested land. Some clearing and unimproved roads exist . One small lake was likely formed by gravel mining. The site is in a moderate flood risk zone due to its proximity to the Tanana River, lowered from high risk (1% Annual Risk) due to the dike bordering the property. Areas consisting of wetlands are likely and will need to be delineated. Site underlain by discontinuous permafrost.

Eielson North Site #2 is mostly undeveloped, forested land. Some clearing and improvements exist and include roads, trails, picnic areas, and dispersed camping areas. There are multiple lakes that were formed from previous gravel puts and now used for recreational use by the public. Some lakes are stocked with fish for recreational fishing. Areas of wetlands are likely and will need to be delineated especially in areas along Piledriver slough. The entire site is within the floodplain (1% Annual Risk). Site underlain by discontinuous permafrost.

South Eielson Site #3 is mostly undeveloped, forested land. Areas of wetlands are likely and will need to be delineated. The entire site is within the floodplain (1% Annual Risk). Site underlain by discontinuous permafrost.

Housing Site #4 consists of previously disturbed and developed lands. Ground cover consists mostly of

maintained grass with some native vegetation existing along perimeter areas. Minimal areas of wetlands may occur along perimeter areas. Site is not within the floodplain.

E-Hill Site #5 is a mix of developed and undeveloped forested land. Various roads, structures, and buildings are located within the Engineer Hill Munitions Storage Area (MSA) footprint. Most of the low elevation areas are black spruce wetlands with a few naturally occurring ponds. Lily Lake is a larger shallow pond located to the south of Engineer Hill MSA. Cathers Lake is located in the southern portion of the proposed site and is still used as a gravel source. French Creek crosses through the site in the southern portion and is an anadromous stream. Areas of wetlands are likely and will need to be delineated. Most of the low areas of the site are within the floodplain (1% Annual Risk). Site underlain by discontinuous permafrost in lower elevation areas.

6.0 Transportation and Access

6.1 Secured Access

North Pole Site #1 is outside the secure area of EAFB near North Pole, Alaska and is adjacent to Old Richardson Highway.

Eielson North Site #2 is outside the secure area of EAFB and is adjacent to the Richardson Highway.

South Eielson Site #3 is outside the secure area of EAFB and is adjacent to the Richardson Highway.

Housing Site #4 is inside the secure area of EAFB.

E-Hill Site #5 is inside the secure area of EAFB.

6.2 Vehicular Access

Site #1 can be accessed off Richardson Highway via the Buzby Road turnoff, then turning left down Laurence Road until it dead-ends at Old Richardson Highway, an all-paved access road.

Eielson North Site #2 can be accessed via Grayling Lake Road off the west side of the Richardson Highway.

South Eielson Site #3 cannot be accessed by vehicle.

Housing Site #4 can be accessed by paved roads surrounding the housing area. Base access is required.

E-Hill Site #5 can be accessed via Transmitter Road. Restricted area access is required for a portion of the E-Hill footprint.

7.0 Infrastructure and Utilities

North Pole Site #1 – Golden Valley Electric Association (GVEA) (power) and fiber are available along the Old Richardson Highway. City water is also available.

Eielson North Site #2 – GVEA (power) and fiber are available along the Richardson Highway.

South Eielson Site #3 – GVEA (power) and fiber are available along the Richardson Highway. There is no access to water or sewage.

Housing Site #4 – Access to Eielson AFB Base Utilities and Infrastructure are available, but capacity concerns may be relevant depending on demand.

E-Hill Site #5 – Access to Eielson AFB Base Power is available, but capacity concerns may be relevant depending on demand. Communication lines are also available. There is no access to water or sewage.

8.0 Development Considerations

8.1 Security

UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings defines the AT standards that apply to all facilities. The Eielson AFB Security Forces antiterrorism officer should be consulted to determine the applicable standards for specific buildings, but for planning purposes, the following has been used in this document: a 50 ft unobstructed standoff from all perimeters fencing and a 33 ft unobstructed standoff around all occupied buildings. All areas allow for 50 ft standoff from all perimeters fencing and are not within 33 ft of occupied buildings.

8.2 Environmental Considerations

NO EBSs have been completed, the contractor will be responsible for the cost and contracting out of the EBS for any site selected. Surveys will more than likely be required for all cultural areas. I would anticipate notifications or additional consultation being required for all surveys. Tribal notification/ consultation will also be required.

8.3 Zoning

Site #1 is located in ZONE: Rural and Agricultural-5 / Groundwater Damage Protection

Eielson North Site #2 is located in the West District where Industrial Functions are not permitted and Light Industrial Functions are permitted with restrictions.

South Eielson Site #3 is located in the West District where Industrial Functions are not permitted and Light Industrial Functions are permitted with restrictions.

Housing Site #4 is located in the Housing District where Industrial Functions and Light Industrial Functions are not permitted.

E-Hill Site #5 is located in the E-Hill District where Industrial Functions and Light Industrial Functions are not permitted.

8.4 Air Installation Compatible Use Zones

North Pole Site #1 All of the aircraft noise contours fall within our installation boundaries and therefore is exempt from AICUZ.

Eielson North Site #2 falls within the aircraft noise contours and is not exempt from AICUZ requirements.

South Eielson Site #3 does not fall within the current aircraft noise contours but is not exempt from AICUZ requirements.

Housing Site #4 falls within the aircraft noise contours and is not exempt from AICUZ requirements.

E-Hill Site #5 does not fall within the aircraft noise contours and is not exempt from AICUZ requirements.

8.5 Airfield Clearances

North Pole Site #1 – No airfield clearances are required for Site #1 except the regular height requirements.

Eielson North Site #2 – No airfield clearances are required for Site #2 except the regular height requirements.

South Eielson Site #3 – No airfield clearances are required for Site #3 except the regular height requirements.

Housing Site #4 – No airfield clearances are required for Site #4 except the regular height requirements.

E-Hill Site #5 – No airfield clearances are required for Site #5 except the regular height requirements.

8.6 Explosives Safety Zone

North Pole Site #1 – None Known for North Pole Site.

Eielson North Site #2 – None Known for Eielson North Site.

South Eielson Site #3 – None Known for South Eielson Site.

Housing Site #4 – None Known for Housing Site.

E-Hill Site #5 – E-Hill Site is currently a Munitions Storage Area and requires Explosive Safety Zones.

8.7 Environmental Restoration Program

North Pole Site #1 was previously managed by Fort Wainwright. The United States Army (USA) will need to verify if any remaining contamination is present. The Dyke Range is a site under a Fort Wainwright restoration project located in this area. The location is also surrounded by several groundwater plumes. A petroleum plume is immediately to the Northwest of the property managed by Flint Hills, a private company. Eielson's polyfluoroalkyl substances (PFAS) Plume is present to the Northeast. Several closed and opened sites surround the outside of the property and may need to be evaluated for potential impacts should construction occur.

Eielson North Site #2 contains several active contaminated sites, one of which is managed under the Military Munitions Response Program (MMRP). There are multiple groundwater monitoring wells that cannot be removed or disturbed. Eielson AFB is legally bound by the Institutional Controls/Land Use Controls (IC/LUC) Settlement Agreement to inspect all active contaminated sites at least once per year. Contractors require access to collect groundwater samples under the Installation Wide Monitoring Program (IWMP) two times per year. Any potential future development of the area is bound to allow this access. There is no current evidence that Eielson's PFAS Groundwater Plume extends this far west of the main installation. Potential development of the area will require a Sample and Analysis Plan (SAP) that is approved by the US Environmental Protection Agency (EPA) and/or the Alaska Department of Environmental Conservation (ADEC). Then a Uniform Federal Policy for Quality Assurance Project Plan (UFP-QAPP) will require approval from the EPA and/or ADEC prior to beginning any construction related activity.

South Eielson Site #3 is outside the industrial area of Eielson AFB. There are no known contaminated sites in this area. This site is also southwest of Eielson's PFAS groundwater plume. However, it is not guaranteed that the area is free of contamination. A geotechnical sampling effort is recommended to confirm if the site is free of contamination.

Housing Site #4 is north northeast of the industrial area of Eielson AFB. The area contains multiple active contaminated sites. Known contamination in this area ranges from Petroleum, Oil, and Lubricant (POL) releases to PFAS and PCBs. One of the active contaminated sites includes PFAS in the soil. This entire area

overlays Eielson's PFAS groundwater plume. There are multiple groundwater monitoring wells that cannot be removed or disturbed. Eielson AFB is legally bound by the IC/LUC Settlement Agreement to inspect all active contaminated sites at least once per year. Contractors require access to collect groundwater samples under the IWMP two times per year. Any potential future development of the area is bound to allow this access. Potential development of the area will require a Sample and Analysis Plan (SAP) that is approved by the EPA and/or ADEC. Then an UFP-QAPP will require approval from the EPA and/or ADEC prior to beginning any construction related activity.

E-Hill Site #5 north northeast of the industrial area of Eielson AFB. It was designed to be a munitions storage and vehicle maintenance area. The area contains multiple active contaminated sites, several closed contaminated sites with one managed under MMRP. Eielson's PFAS groundwater plume does not extend to this area. There are multiple groundwater monitoring wells that cannot be removed or disturbed. Eielson AFB is legally bound by the IC/LUC Settlement Agreement to inspect all active contaminated sites at least once per year. Contractors require access to collect groundwater samples under the IWMP two times per year. Any potential future development of the area is bound to allow this access. Potential development of the area will require a Sample and Analysis Plan (SAP) that is approved by the EPA and/or ADEC. Then an UFP-QAPP will require approval from the EPA and/or ADEC prior to beginning any construction related activity.

United States Department of the Air Force

Air Force Civil Engineer Center (AFCEC)

Artificial Intelligence (AI) Data Centers Lease Opportunity

Final Request for Lease Proposal (RFLP) Appendix A-3

Clear Space Force Station

RFLP No. AFCEC-26-R-0006

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Clear Space Force Station

1.0 Preamble

This document provides a description of the parcel(s) available at the installation for potential development under the Enhanced Use Lease (EUL) program. It is intended to support interested parties in reviewing the opportunity in connection with the Request for Lease Proposal (RFLP).

2.0 Installation Overview

Clear SFS plays a vital strategic role, providing 24/7 missile warning, missile defense, and space domain awareness. Home to Arctic Airmen and Guardians of the 13 and 213 Space Warning Squadrons, Clear SFS leverages its strategic northern location to offer an advanced vantage point over potential adversaries. This location, combined with its array of missile warning technologies, provides unparalleled global capabilities.

The 13 SWS, located at Clear SFS, operates and maintains the Upgraded Early Warning Radar, providing strategic missile warning and space domain awareness. The squadron also supports missile defense and space domain awareness through the Cobra Dane radar at Eareckson Air Force Station and the Long-Range Discrimination Radar (LRDR) co-located at Clear SFS.

Military use of Clear SFS dates to shortly after World War II, when an airstrip was built for Army B-36 bombers. By 1950 Clear had become the Master Ground Control Intercept of the U.S. Air Force's Alaskan Interim Air Defense System. Beginning in 1958, U.S. Air Force constructed and operated a Ballistic Missile Early Warning System and contributed to the White Alice Communications System. Fully operational in November 1961 as the second detachment of the 71st Missile Warning Wing, the detachment became the 13 Missile Warning Squadron in January 1967. The unit was later re-designated as the 13 SWS and reassigned under the 21st Space Wing at Peterson Air Force Base, Colorado.

With the official establishment of the United States Space Force on December 20, 2019, the 13 SWS was realigned under this newest branch of the Armed Forces. On July 24, 2020, the 13 SWS was transferred to Space Delta 4, headquartered at Buckley Space Force Base, Colorado.

3.0 Land

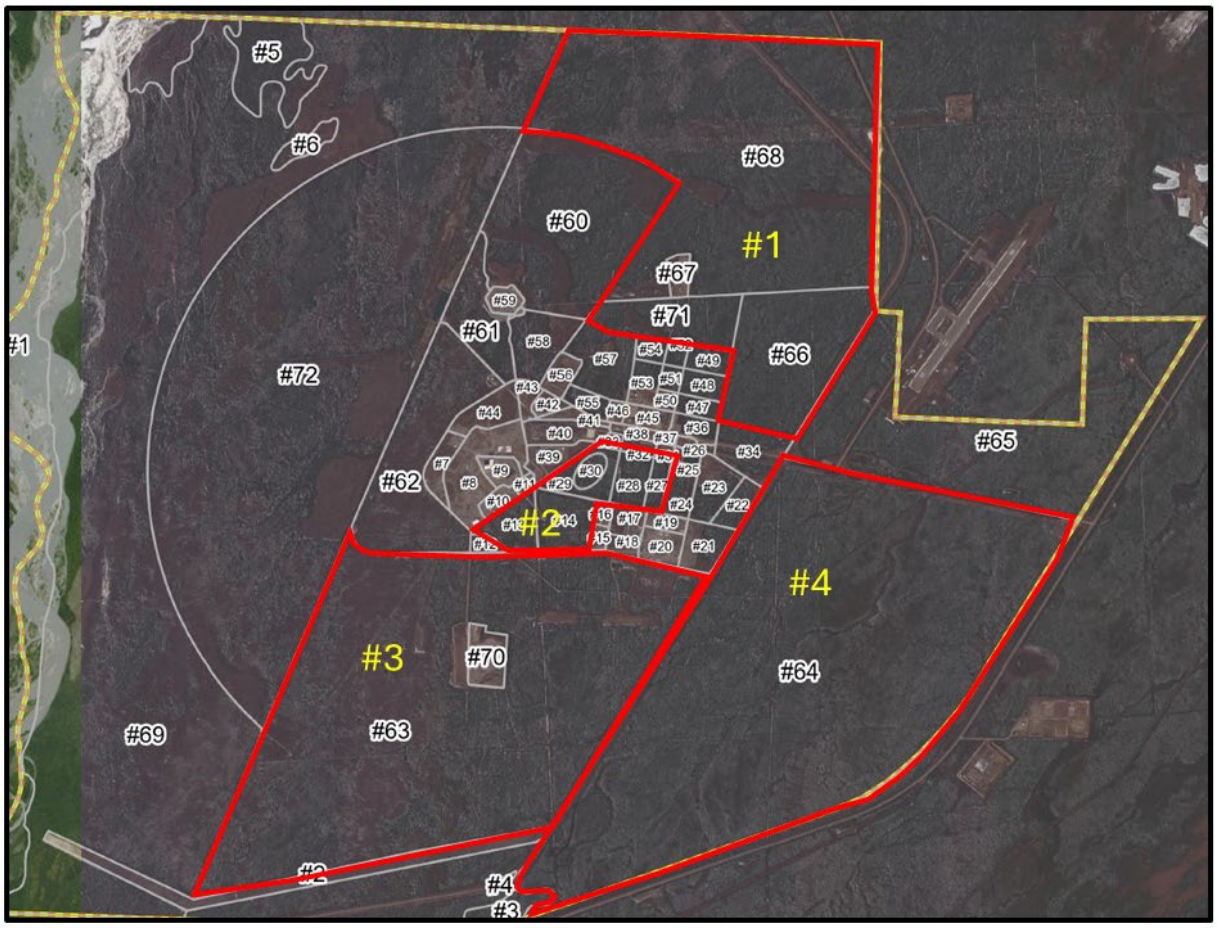
Clear SFS offers four sites for consideration under this program. Sites 1, 2, and 3 are currently only accessible by entering the installation via the Clear SFS Main Gate. Site 4 is accessible without entering the installation via the Clear SFS Main Gate. Table 1 and Figure 1 identify these four sites:

Table 1. Size of Land Area

LAND AREA	APPROXIMATE ACRES
Site 1 (Northern, Parcels 66, 68, 71)	1,311
Site 2 (Central, Parcels 13, 14, 27, 28, 29, 30)	183
Site 3 (South, Parcel	1,568

63)	
Site 4 (East, Parcel 64)	1,707

Figure 1. Land Area Map



Sites:
#1: 1,311 acres
#2: 183 acres
#3: 1,568 acres
#4: 1,707 acres

4.0 Tenants and Improvements

Site 1:

- Western and Northwestern parts of this site may have build restrictions due to the radar and communications missions at Building 800.
- Site 1 contains the North Gravel Pit. The North Gravel Pit is the primary supply of sorted fill material for construction projects at Clear SFS. The Gravel Pit Expansion Plan describes potential expansion of the gravel pit over the foreseeable future.
- Site 1 contains at least three closed landfills. LF004 and SR401 are located West of the North Gravel Pit. The "Abandoned Drum Dump" is a newly discovered site in a remote part of the Southeast area of Site 1.
- Several wildland fire breaks and trails transect Site 1.

Figure 2. North Gravel Pit Expansion Plan

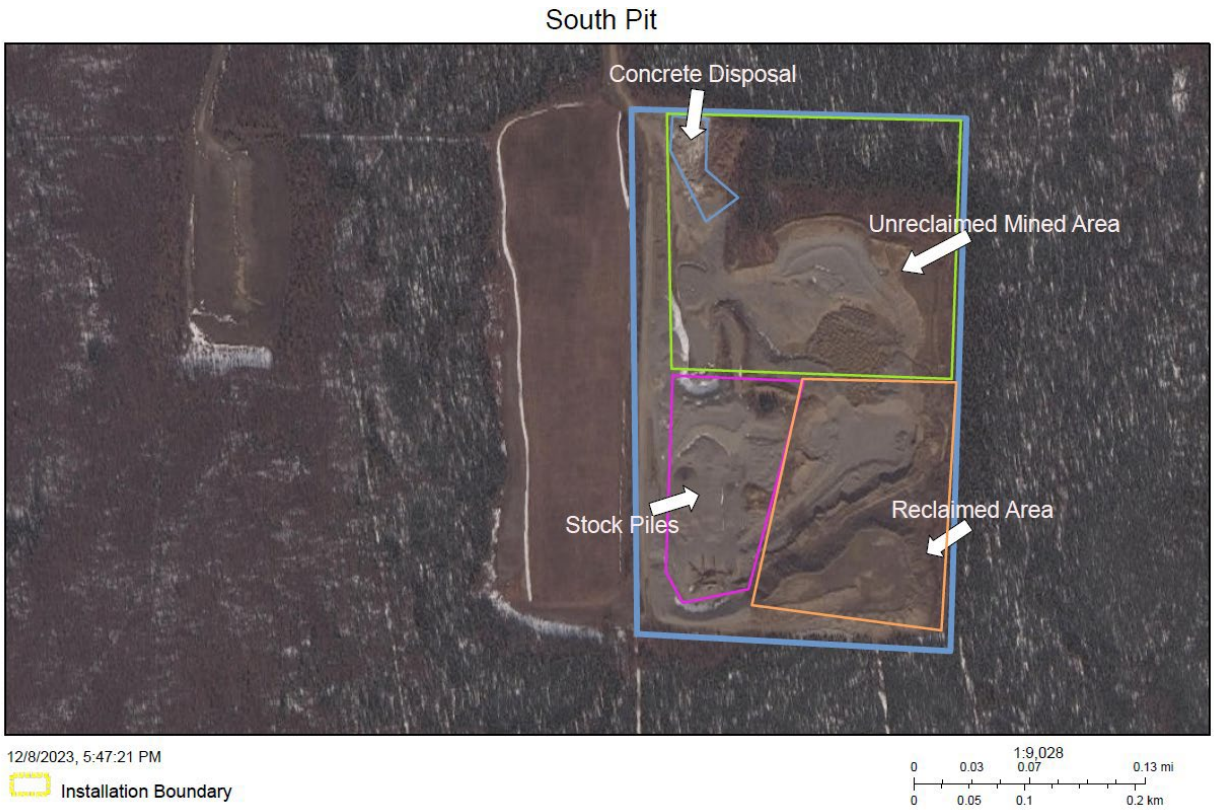
Site 2:

- Site 2 contains the Alaska Land Mobile Radio tower. The tower is supplied by overhead medium voltage electrical power lines which transect Site 2 approximately East-West.

Site 3:

- Site 3 contains the South Gravel Pit. The South Gravel Pit is generally reclaimed and is not currently expected to operate or expand in support of future construction projects at Clear SFS.
- Site 3 contains the Clear SFS Monofill. The Monofill is active and permitted for the disposal of construction and demolition debris and inert wastes. Permit # SWZA014-27 regulates the operation and future closure requirements of the Clear Monofill.
- Site 3 contains several closed landfills. Closed Landfill 2 is located immediately West of the South Gravel Pit. Installation Restoration Program sites SD013, SS011, LF001, LF002, and SS012 are known landfills from the 1950s and 1960s and cannot be developed without significant cleanup.
- Several wildland fire breaks and trails transect Site 3.

Figure 3. South Gravel Pit Management Plan



Site 4:

- The Northern boundary of Site 4 contains the Parks Highway Electrical Substation and the utility electrical feed for Clear SFS.

5.0 Natural Infrastructure

Environmental Baseline Surveys (EBS) have not been completed for each opportunity area. The Lessee shall be responsible at its own expense, for preparing a new EBS to the satisfaction of and to be signed by the

Government, to confirm the environmental conditions. The potential Lessee(s) must complete its EBS, and the Government must fully comply with NEPA prior to entering into and executing a Lease.

5.1 Wetlands

General:

- Section 404 of the Clean Water Act requires an analysis of any project that may have an impact to wetlands and/or waters of the US. The Lessee shall be responsible at its own expense for preparing any wetland delineations and jurisdictional determinations, to the satisfaction of and to be signed by the Government.
- Wetland delineations are project-specific. This document shares the results of past investigations; however, the potential Lessee(s) must evaluate their project-specific wetland conditions, impacts, and accommodations.

Site 1:

- The 2023 Wetlands Survey of Clear SFS evaluated portions of Site 1. The USACE Regulatory Branch determined that most of the evaluated areas likely contained no Waters of The US. Some small pockets were identified as potentially regulated wetlands.
- The USFWS National Wetlands Inventory does not identify any wetlands within Site 1. However, the USFWS National Wetlands Inventory is not a definitive inventory and is only intended for general reference.
- Future users will need to complete a project specific wetlands survey that addresses precise areas of impact and incorporates the current regulatory guidance for wetland delineations.

Site 2:

- The 2023 Wetlands Survey of Clear SFS evaluated all of Site 2. The USACE Regulatory Branch determined that small pockets of 0.25-1 acres may contain regulated wetlands, while the remaining area likely contained no Waters of the US.
- The USFWS National Wetlands Inventory does not identify any wetlands within Site 2. However, the USFWS National Wetlands Inventory is not a definitive inventory and is only intended for general reference.
- Future users will need to complete a project specific wetlands survey that addresses precise areas of impact and incorporates the current regulatory guidance for wetland delineations.

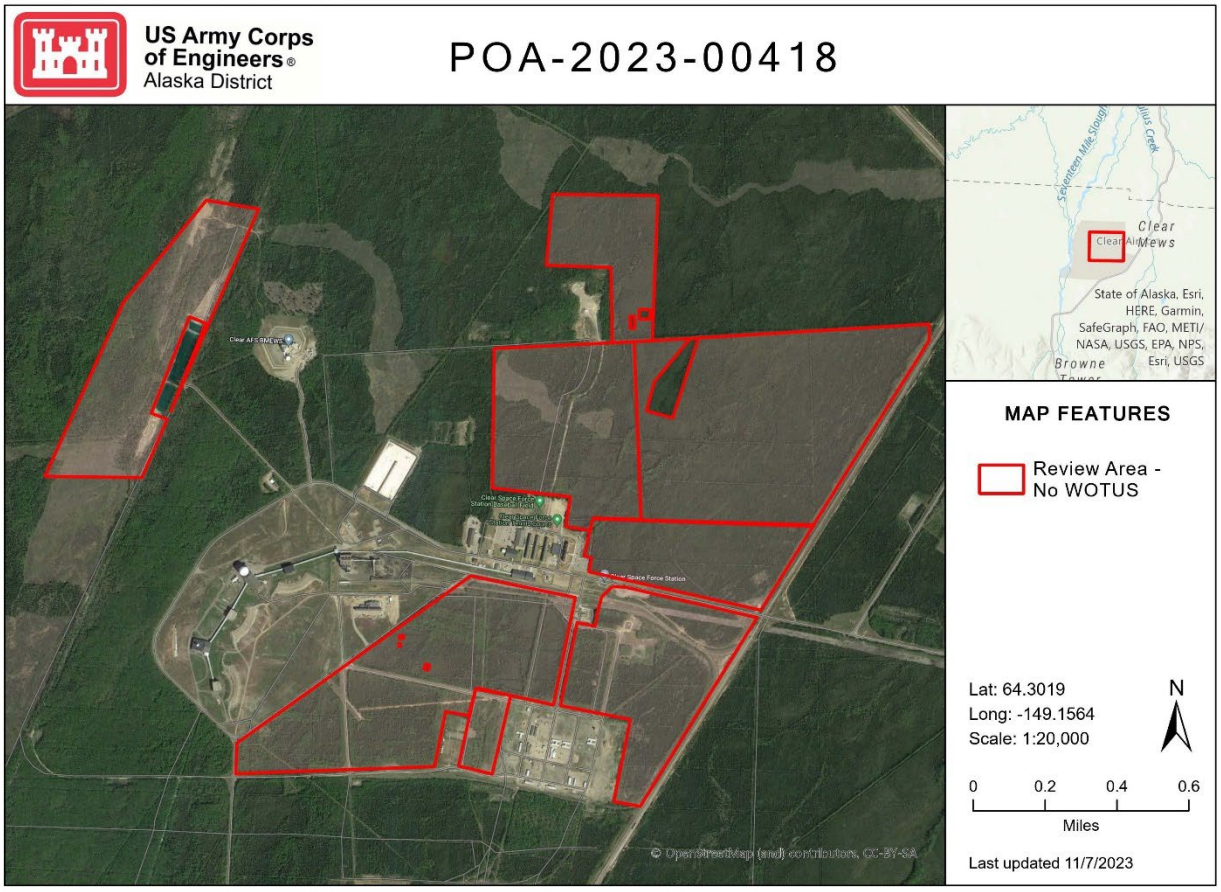
Site 3:

- Clear SFS has not evaluated any part of Site 3 for wetland status.
- The USFWS National Wetlands Inventory identifies only a small area of potential wetlands in the Southeast of Site 3. However, the USFWS National Wetlands Inventory is not a definitive inventory and is only intended for general reference.

Site 4:

- Clear SFS evaluated the Northern boundary of Site 4 for wetland status in support of the Clear Substation and utility electrical feed. The USACE Regulatory Branch determined that a small pocket of the power line route contains regulated wetlands.
- The USFWS National Wetlands Inventory identifies several small areas of potential wetlands in the South of Site 4. However, the USFWS National Wetlands Inventory is not a definitive inventory and is only intended for general reference.

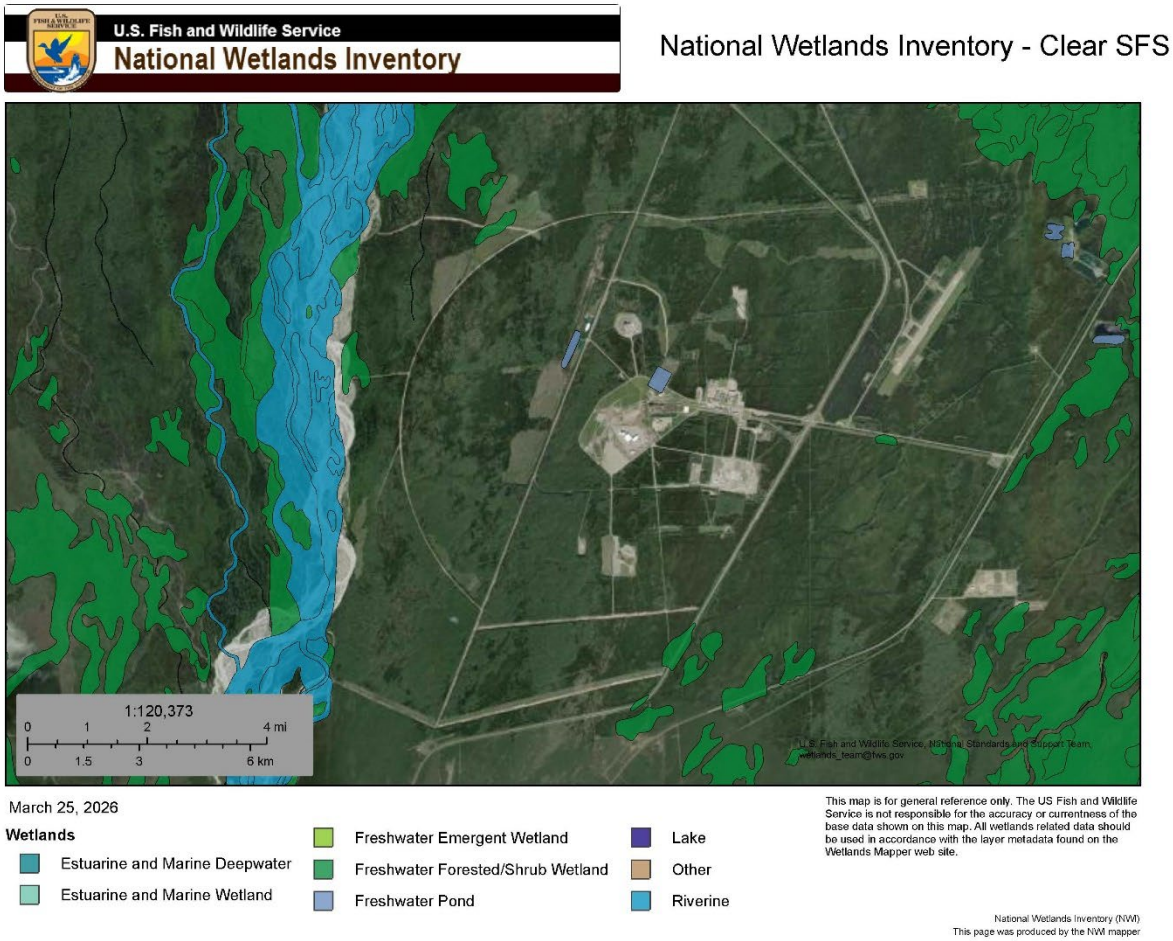
Figure 4. 2023 Wetlands Survey of Clear SFS Jurisdictional Determination



For planning purposes only

Map Sheet 1 of 1

Figure 5. National Wetlands Inventory – Clear SFS



5.2 Floodplains

Floodplains exist on all 4 sites and should be considered during the design of any future land use. The Clear SFS Floodplain Mapbook (2024) documents 100 year and 500 year floodplains at Clear SFS.

5.3 Archeological and Cultural

- Section 106 of the National Historic Preservation Act requires an analysis for any project that may have an impact on historic, cultural, or archeological resources at or near Clear SFS. The Lessee shall be responsible at its own expense for preparing any historic, cultural, and/or archeological investigations and reports, to the satisfaction of and the be signed by the Government.
- Historic, cultural, and archeological investigations and reports are project-specific. This document shares the results of past investigations; however, the potential Lessee(s) must evaluate their project-specific historic, cultural, and/or archeological conditions, impacts, and accommodations.
- No known historic or cultural resources are anticipated to be encountered in any of Sites 1 – 4.
- No known archeological sites or resources are anticipated to be encountered in any of Sites 1 – 3.
- No known archeological sites or resources are anticipated to be encountered in Site 4. However, the 1991 Clear Air Force Station Cultural Resources Survey identified the Healy Terrace, a South-to-North landscape rise along the Eastern portion of Site 4, as having a high potential for containing undiscovered archeological sites.
- Any project intended for construction at Clear SFS requires a Section 106 Evaluation to document any potential historic, cultural, or archeological impacts of the proposed action. If significant impacts are possible, the proponent must consult with tribes and the State Historic Preservation Office to determine what mitigation may be required.

6.0 Transportation and Access

6.1 Secured Access

Site 1:

- Site 1 is located within the controlled boundary of Clear SFS and is currently only accessible via the Clear SFS Main Gate. Future users could construct alternative access by building a crossing of the Alaska Railroad and connecting a road to Anderson Road.
- Site 1 has fast and easy accessibility to Clear SFS fire department and emergency services.

Site 2:

- Site 2 is located within the controlled boundary of Clear SFS and is currently only accessible via the Clear SFS Main Gate. This site is surrounded on all sides by Clear SFS facilities. Future users will likely not be able to construct alternative access to eliminate the need to pass through Clear SFS Main Gate.
- Site 2 has fast and easy accessibility to Clear SFS fire department and emergency services

Site 3:

- Site 3 is located within the controlled boundary of Clear SFS and is currently only accessible via the Clear SFS Main Gate. Future users could construct alternative access by building a crossing of the Alaska Railroad and connecting a road to the Clear Highway, the Parks Highway, or local roads near the Clear Sky Lodge.
- Site 3 allows access by Clear SFS fire department and emergency services, but the distance from these facilities adds response time.

Site 4:

- Site 4 is located outside the controlled boundary of Clear SFS. Future users would not be required to pass through the Clear SFS Main Gate to access the site. Future users could construct access by building a road to the Clear Highway, the Parks Highway, or the Clear Sky Lodge local roads.
- Site 4 allows access to Clear SFS fire department and emergency services, but the distance from these facilities adds response time.

6.2 Vehicular Access

Clear SFS has restricted vehicle-only access from the off-base Parks Highway via the Clear Highway and the Clear SFS Main Gate. The Parks Highway is the main thoroughfare between the cities of Fairbanks (90 miles North) and Anchorage (280 miles South).

Site 1:

- Site 1 is accessible via a North-South gravel pit access road between the Clear SFS Composite Area and the North Gravel Pit.
- A second gravel patrol road extends to the East-West through Site 1.
- Site 1 is accessible by, and transected by, several wildland fire defensive trails and fire breaks.
- Off-site access is possible by building a railroad crossing and road to Anderson Road. Railroad crossings are expensive and require continuous maintenance.

Site 2:

- Site 2 is accessible by, and transected by, several asphalt and gravel local roads within the Clear SFS transportation routes.

Site 3:

- Site 3 is accessible via the North-South Road to the west, and the Alaska Railroad to the East.
- Site 3 is transected by several gravel roads and dirt trails of varying quality.
- Site 3 is accessible by, and transected by, several wildland fire defensive trails and fire breaks.
- Off-site access is possible by building a railroad crossing and road to either the Parks Highway or the residential roads south of Clear SFS. Railroad crossings are expensive and require continuous maintenance.

Site 4:

- Site 4 is accessible via the Parks Highway to the East, the Clear Highway to the North, the Alaska Railroad and an ATV trail to the West, and local roads near the Clear Sky Lodge to the south.
- Site 4 is transected by several abandoned and overgrown trails.
- Off-site access is simple and relatively inexpensive to construct by building a road to either the Clear Road or the Parks Highway.

7.0 Infrastructure and Utilities

Site 1:

- There is a communications route transecting East-West through Site 1
- There are no other functional utilities to this site from on-base utilities.
- This site is relatively close to the base communications centers, EMCS systems, and fire alarm systems.
- Depending on the exact location selected, this site may be able to tie into base electrical, steam, potable water, and/or communications.
- We believe this site is outside of the groundwater PFAS contamination plume, but a site-specific study will need to be verified.
- Cooling water discharge is possible by constructing an artificial lane. Alternatively, a tenant may be able to route cooling water to Clear's existing cooling water discharge at Lake Sansing.

Site 2:

- There is a medium voltage overhead power line supplying the ALMR Tower and crossing East across Site 2. These power lines are near capacity and likely cannot support additional loads.
- There are no other functional utilities for Site 2 from on-base utilities.
- This site is close to the base communications centers, EMCS systems, and fire alarm systems.
- This site allows the simplest and least expensive options for tie into base electrical, steam, potable water, wastewater, and/or communications.
- Water and Wastewater use at this site may be complicated by a contamination plume. Groundwater is contaminated by per- and polyfluoroalkyl substances (PFAS). Groundwater use is allowed with controls, but controls may be cost-prohibitive.
- A tenant may be able to route cooling water to Clear's existing cooling water discharge at Lake Sansing. This site is probably too small for an artificially constructed lake/discharge.

Site 3:

- There are no functional utilities to Site 3 from on-base utilities.
- Depending on the exact location selected, this site may be able to be tied into base electrical, steam, potable water, and/or communications. However, this site is far enough away that connections may not be economically feasible.
- Cooling water discharge is possible by constructing an artificial lane. This site is probably too small to feasibly discharge into Clear's existing cooling water discharge at Lake Sansing.

Site 4:

- Power may be available via GVEA accessed at the Parks Highway Substation at the Northeast of Site 4.
- Power may be available via GVEA accessed from the Anderson transmission line near the Northwest of Site 4.
- Cooling water discharge is possible by constructing an artificial lane. This site is too far away to tie into Clear's existing cooling water discharge.

Power may be available via GVEA accessed at the 907 Substation (500 ft north of Sites 1 and 2), or the 500 Substation (2000 ft north of Sites 1 and 2).

8.0 Development Considerations

8.1 Security

UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings defines the AT standards that apply to all facilities. There is no security fencing any of the four sites.

8.2 Environmental Considerations

No previous Environmental Baseline Surveys have been completed for these opportunity areas. The Lessee shall be responsible at its own expense, for preparing an EBS to the satisfaction of and to be signed by the Government, to confirm the environmental conditions. The potential Lessee(s) must complete its EBS, and the Government must fully comply with NEPA prior to entering into and executing a Lease.

Additional maps regarding flood plains, wetlands and other known environmental information is available in the data room.

All locations at Clear SFS benefit from a virtually unlimited supply of groundwater with a demonstrated suitability for groundwater cooling systems. The groundwater aquifer at Clear SFS is unconfined, with the water table encountered at 50-75 feet bgs and continuing to at least 350 feet bgs through alluvial gravels and sands. Hydrological studies have shown that the aquifer can continuously sustain an approx. 18 M gallons per day pumping rate with up to 23 feet drawdown locally. Groundwater quality is relatively consistent with depth (unless locally influenced by contamination plumes).

8.3 Zoning

Not directly applicable to sites 1-4. However, certain Western and Northwestern parts of Site 1 may require building height restrictions and/or other restrictions to accommodate the existing missions at Building 800.

8.4 Air Installation Compatible Use Zones

Anderson Airfield is located North of Site 4. Anderson Airfield is not owned by the DoD; however future users may be required to avoid certain construction practices that conflict with operation of this airfield.

8.5 Airfield Clearances

Not applicable to sites 1-4.

8.6 Explosives Safety Zone

Not applicable to sites 1-4.

8.7 Environmental Restoration Program (ERP)

General:

The Environmental Restoration Program (ERP) provides for the cleanup of hazardous substances associated with past DoD activities and is consistent with the provisions of the Resource Conservation and Recovery Act (RCRA).

Site 1:

- Site 1 contains ERP sites SR401 (North Range) and LF004 (Landfill 4).
- Site 1 also contains the Abandoned Drum Dump, a recently discovered area of concern.

Site 2:

- Site 2 does not contain any known ERP sites.
- Groundwater at Site 2 is contaminated by PFAS. Groundwater may be used with controls; however effective controls are expensive and may be cost-prohibitive.

Site 3:

- Site 3 contains ERP Sites SD013 (Disposal Area), SS011 (Disposal Area), LF001 (Landfill 1), LF002 (Landfill 2), and SS012 (Site 13 Abandoned DDT Drum Disposal Area). These sites are generally located near one another on the Northeastern portion of Site 3.
- Site 3 also contains Closed Landfill #2 and the active Clear SFS Monofill.

Site 4:

- Site 4 does not contain any known ERP sites.

8.8 Bird/Wildlife Aircraft Strike Hazard Areas
Not applicable to sites 1-4.

8.9 Legislative Jurisdiction
The legislative jurisdiction for sites 1-4 is proprietary.

8.10 Easements and Encumbrances
Not applicable to sites 1-4.

United States Department of the Air Force

Air Force Civil Engineer Center
Installations Directorate (AFCEC/CI)

AI Data Center Enhanced Use Lease

Request for Lease Proposal (RFLP)
Appendix B

Mandatory Clauses

RFLP No. AFCEC-26-R-0006

APPENDIX B

MANDATORY CLAUSES REQUIRED BY FEDERAL LAW

The clauses in this Appendix will be incorporated into and included in the lease as noted below but the failure to expressly incorporate or include in these clauses into the lease shall not be deemed to relieve the Lessee from compliance with these clauses.

****

THE FOLLOWING CLAUSES APPLY TO ALL LEASES:

ANTI-KICKBACK PROCEDURES

Lessee shall have in place and follow reasonable procedures designed to prevent and detect, in its own business operations, any of the following activities in connection with this Lease or any agreement relating to this Lease: (i) persons providing or attempting to provide or offering to provide any kickback; or (ii) persons soliciting, accepting, or attempting to accept any kickback. Lessee further warrants that, when it has reasonable grounds to believe that any of the activities described in this Section may have occurred, it shall promptly report in writing such activities to the Government and either the Air Force Inspector General's office or the Department of Justice. Lessee shall cooperate fully with any federal agency investigating such activities.

(End of clause)

GRATUITIES

The Government may, by a Default Termination Notice, terminate this Lease if it is found, after notice and hearing by the Secretary of the Air Force, or his/her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Lessee, or any agent or representative of the Lessee, to any officer or employee of the Government with a view toward procuring an agreement or procuring favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement; provided that the existence of the facts upon which the Secretary of the Air Force or his/her duly authorized representative makes such finding shall be an issue and may be reviewed in any competent court. In the event this Lease is so terminated, the Government shall be entitled to pursue the same remedies against Lessee as it could pursue in the event of an Event of Default, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages (in an amount as determined by the Secretary of the Air Force or his/her duly authorized representative) which shall be not less than three (3), nor more than ten (10), times the costs incurred by the Lessee in providing any such gratuities to any such officer or employee.

(End of clause)

COVENANT AGAINST CONTINGENT FEES

Lessee warrants that no person or agency has been retained to solicit or secure this Lease for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business.

(End of clause)

OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America or Resident Commissioner of the United States of America shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

(End of clause)

NO JOINT VENTURE

Nothing contained in this Lease creates a partnership or joint venture between the Parties, it being agreed that the only relationship between the Government and Lessee under this Lease is that of landlord and tenant. Nothing in this Lease shall render either Party liable to any third party for the debts or obligations of the other Party.

(End of clause)

DISPUTES

a. Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

b. Alternative Dispute Resolution.

b.1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution (ADR) procedures involving nonbinding mediation of the dispute by a neutral third party. The ADR procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

b.2. By entering into this Lease, the Parties have voluntarily adopted ADR procedures in accordance with 5 U.S.C. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 U.S.C. § 572(b). A Party rejecting ADR as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written ADR Agreement governing ADR proceedings that may be amended as needed to fit individual proceedings. (A template for an acceptable ADR agreement may be found at www.adr.af.mil).

b.3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Lease is contingent upon the availability of funds proper for such payment.

b.4. This Lease is subject to Contract Disputes Act of 1978, as amended, 41 U.S.C. §§7101-7109. If the Parties are unable to resolve the dispute following unassisted negotiations and/or the ADR proceeding, the contracting officer shall issue a final decision under the Contract Disputes Act. Before the contracting officer can issue a final decision on a Lessee claim, the claim must be submitted in writing to the contracting officer at the address provided in Section [21] and must comply with all requirements of 41 U.S.C. § 7103. The contracting officer's final decision may be appealed as provided in 41 U.S.C. § 7104.

(End of clause)

FACILITIES NONDISCRIMINATION

a. As used in this Section, the term "Facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature on the Leased Premises.

b. Lessee agrees that it will not discriminate against any person because of race, color, religion, sex, gender, sexual orientation, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Project. This does not require Lessee to furnish to the general public the use of any Facility customarily furnished by the Lessee solely to sublessees or to Government military and civilian personnel, and the guests and invitees of any of them.

(End of clause)

EQUAL OPPORTUNITY

a. The following provisions are applicable unless this Lease is exempt under the rules, regulations and relevant orders of the Department of Labor (41 C.F.R. Ch 60).

b. Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, or national origin. Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, sexual orientation, or national origin.

c. Lessee shall take proactive steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, gender, sexual orientation, or national origin. Such action shall include employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

d. Lessee shall post, in conspicuous places available to employees and applicants for employment, the notices to be provided by the Government for this Lease that explain this clause.

e. Lessee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Government advising the labor union or workers' representative of the Lessee's commitments under this equal opportunity clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

f. Lessee shall comply with all provisions of Executive Order No. 11246, as amended, and of the rules, regulations, and relevant orders of the Department of Labor. Lessee shall furnish all information required by Executive Order No. 11246 and by the rules, regulations, and orders of the Department of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the leasing agency and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

g. In the event of Lessee's noncompliance with the equal opportunity clause of this Lease or with any of the rules, regulations, or orders described in this Section, the Government may take appropriate action to enforce compliance, and subject to other provisions of this Lease, may terminate this Lease for default as provided in the Lease, and Lessee may be declared ineligible for further Government leases and other contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, or by rule, regulation, or order of the Department of Labor, or as otherwise provided by law.

h. Notwithstanding any other provision in this Lease, disputes relative to this equal opportunity clause will be governed by the procedures in 41 C.F.R. § 60 1.1.

(End of clause)

DRUG-FREE WORKPLACE

(a) *Definitions*. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Lessee in connection with a specific lease where employees of the Lessee are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Lessee directly engaged in the performance of work under a Government lease. "Directly engaged" is defined to include all direct cost employees and any other Lessee employee who has other than a minimal impact or involvement in lease performance.

"Individual" means an offeror/Lessee that has no more than one employee including the offeror/Lessee.

(b) The Lessee, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for leases of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Lessee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace.
(ii) The Lessee's policy of maintaining a drug-free workplace.
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause.

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this lease, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Government in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace.

(i) Taking appropriate personnel action against such employee, up to and including termination; or
(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Lessee, if an individual, agrees by award of the lease or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while under this lease.

(d) In addition to other remedies available to the Government, the Lessee's failure to comply with the requirements of paragraph (b) or (c) of this clause may render the Lessee subject to suspension of payments, termination of the lease or default, and suspension or debarment, as applicable.

(End of clause)

DAVIS-BACON ACT

The Government's involvement in the oversight of the Davis-Bacon Act requirements is limited to monitoring the Project Owner's responsibilities only during the construction period(s). This oversight involves validating the Project Owner ensures that any class of laborers or mechanics employed, or working on the site, are in compliance with the Davis-Bacon wage classifications and standards.

WITHHOLDING OF FUNDS

The Government Representative shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause it to be withheld from the Lessee under this lease or any other Federal contract with the same Lessee, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held

by the same Lessee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Lessee or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Government Representative may, after written notice to the Lessee, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

PAYROLLS AND BASIC RECORDS

(a) Payrolls and basic records relating thereto shall be maintained by the Lessee during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the Lessee shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Lessee agrees that it and subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Lessee shall submit weekly for each week in which any lease work is performed a copy of all payrolls to the Government Representative. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Lessee is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Lessee or sub-Lessee or his or her agent who pays or supervises the payment of the persons employed under the lease and shall certify—

(i) That the payroll or the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete.

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the lease during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Lessee or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(5) The Lessee or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Government Representative or the Department of Labor. The Lessee or subcontractor shall permit the Government Representative or the Department of Labor to interview employees during working hours on the job. If the Lessee or subcontractor fails to submit required records or to make them available, the Government Representative may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

APPRENTICES AND TRAINEES

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

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

(b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program; the Lessee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

COMPLIANCE WITH COPELAND ACT REQUIREMENTS

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

SUBCONTRACTS (LABOR STANDARDS)

(a) The Lessee or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Lease Termination--Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility,* and such other clauses as the Government Representative may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Lessee shall be responsible for compliance by any sub-Lessee or lower tier subcontractor with all lease clauses cited in this paragraph.

(b) (1) Within 14 days after award of the lease, the Lessee shall deliver to the Government Representative a completed Statement and Acknowledgment Form (SF1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
(2) Within 14 days after the award of any subsequently awarded subcontract the Lessee shall deliver to the Government Representative an updated completed SF 1413 for each additional subcontract.

LEASE TERMINATION—DEBARMENT

A breach of the lease clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the lease, and for debarment as a Lessee and subcontractor as provided in 29 CFR 5.12.

COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this lease.

DISPUTES CONCERNING LABOR STANDARDS

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this agreement. Disputes within

the meaning of this clause include disputes between the Lessee (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

CERTIFICATION OF ELIGIBILITY

(a) By entering into this agreement, the Lessee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Lessee's firm is a person or firm ineligible to be awarded Government contracts or Lease by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this lease shall be subcontracted to any person or firm ineligible for award of a Government contract or Lease by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

BUY AMERICAN ACT - CONSTRUCTION MATERIALS

(a) The Buy American Act (41 U.S.C. §§ 10a – 10d) provides that the Government give preference to domestic construction material, as defined below. Components, as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

Construction material, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the Government building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies.

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore. Designated country means any of the following: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, and Denmark. Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Kiribati, Korea-Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Domestic construction material, as used in this clause, means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components.

(b) Construction materials. Construction materials that are from a designated country, a Free Trade Agreement country, or domestic construction material are allowable. Construction material originating from countries other than these and are of the same class, kind, and quality, may be approved for use by the Management Review Committee, when requested, if the available construction materials are determined to be not timely available in sufficient quality or quantity, or to be unreasonable in cost.

(c) Notwithstanding any other language in this clause or elsewhere in this agreement, the Lessee shall not acquire or use any materials, supplies, or services originating from, located in, or transported from or through, any country or source prohibited from lawful importation into the United States by applicable statute, Executive Order, or regulation.

(d) The Lessee agrees that only allowable construction material will be used by the Lessee, subcontractors, material men, and suppliers in the performance of this lease, except for foreign construction materials, if any, listed in this lease.

(End of clause)

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Air Force Civil Engineer Center
Installations Directorate (AFCEC/CI)

AI Data Center
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Appendix C

Insurance Requirements

RFLP No. AFCEC-26-R-0006

APPENDIX C

INSURANCE REQUIREMENTS

Insurance Requirements Checklist			
Insured: (Project Owner)		**Base Name:**	TBD AFB
Policy Inception:		**Policy Expiration:**	

Following items apply to <u>All Coverages</u> and should be on all Certificates:

Named Insured/Loss Payee Certificate Holder (Interest must be full name without abbreviation) **Address** (Street, City, State, Zip Code)	United States Air Force c/o AFCEC Portfolio Manager 2261 Hughes Ave., Ste. 155 San Antonio, Texas 78236-9853
Insurance Company AM Best Rating	Rating of A- / VIII or better.
Notice of Cancellation/ Material Change	10 days, including nonpayment of premium.
Verify certificate signed and dated	Signature of Authorized Signatory for Lessee.
Waiver of Subrogation	Insurer shall have no right of subrogation against the Government.

	Certificates Required	Limits
Property Insurance **Evidence of Property Insurance Form Acord Form 27**	This insurance should be obtained upon completion of construction.	
	All Risk, on a replacement cost basis, with no coinsurance.	Full replacement cost value of the buildings, building improvements, and personal property belonging to the Property.
	Property Insurance Deductible.	No greater than $10,000.
	Earthquake coverage and Deductible.	Limits and deductibles as commercially available.
	Flood coverage and Deductible.	Limits and deductibles as commercially available.
	Loss of Rents with extended period of indemnity of 180 days.	Actual Loss Sustained not less than gross rents for one (1) year.
	Boiler and Machinery coverage and Deductible.	Limits and deductibles as commercially available.
	Sewer Backup coverage and Deductible.	Limits and deductibles as commercially available.
	Terrorism Insurance.	Limits and deductibles if available at reasonable rates.
	FOR SUBLESSEES ONLY: All Risk, including business personal property, improvements and betterments, and business interruption subject to an extended period of indemnity.	Business Interruption: one (1) year of gross rents; All Other Property: Limits based on full replacement cost value.

	Certificates Required	Limits
Commercial General Liability **Certificate of Insurance** **Acord Form 25**	This insurance should be obtained for operations during or after construction at the Leased Premises.	
	Bodily injury (including death), personal and advertising injury and property damage, to include coverage for fire, legal liability, and medical payments. Includes including independent contractors and contractual liability. Primary and non-contributory. Combination of primary liability and excess/umbrella liability policies can be used.	Between $1,000,000 and $100,000,000 per occurrence, products-completed operations aggregate, and general aggregate per location or per project.
	FOR SUBLESSEES ONLY: Primary and non-contributory to any insurance maintained by the Government or Approved Mortgagee. Government designated as Named Insured.	At least $2,000,000 per occurrence and $2,000,000 annual aggregate.
Business Auto **Certificate of Insurance** **Acord Form 25**	Evidence of crime insurance or a fidelity bond. Any auto (Owned, Hired and Non Owned).	Combined Single Limit of at least $1,000,000 per accident.
Crime **Certificate of Property Insurance Form** **Acord Form 27**	Evidence of crime insurance or a fidelity bond.	Limits adequate to protect Lessee if this exposure exists.
Environmental Liability or Pollution Legal Liability	Includes coverage for mold.	Limits adequate to protect Lessee if this exposure exists.
Underground Storage Tank Environmental Insurance **Certificate of Insurance** **Acord Form 25**	If any USTs are located on the Property.	Limits adequate to protect Lessee if this exposure exists.
Workers' Compensation	Employees	Statutory limits
Certificate of Insurance **Acord Form 25**	**FOR SUBLESSEES ONLY:** Employees	Statutory limits
Employers' Liability	Employers Liability, including third-party property coverage.	Limits of at least $1,000,000 each accident, per disease-each employee, and per disease-policy limit, respectively.
Certificate of Insurance **Acord Form 25**	**FOR SUBLESSEES ONLY:** Employers Liability.	Limits of at least $1,000,000 each accident, per disease-each employee, and per disease-policy limit, respectively.

	Certificates Required	Limits
Builder's Risk **Evidence of Property Insurance Form Acord Form 27**	This insurance should be obtained upon commencement of construction.	
	Building and/or improvements on the Leased Premises.	Full replacement cost value of the Building and/or Improvements of the Leased Premises.
	FOR SUBLESSEES ONLY: This insurance should be obtained upon commencement of construction IF Lessee does not carry such coverage.	
	Building and/or improvements on the Leased Premises.	Full replacement cost value of the Building and/or Improvements of the Leased Premises.

Note: Acord Form References are typically standard forms used. Some insurance companies have their own version of these forms. Declarations pages from policies and insurance summaries are <u>not</u> considered acceptable evidence of coverage.

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

United States Department of the Air Force

Air Force Civil Engineer Center
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Appendix D

Offeror's Cover Page

RFLP No. AFCEC-26-R-0006

APPENDIX D
OFFEROR'S COVER PAGE

Request for Lease Proposal

AI Data Center Enhanced Use Lease Project

OFFEROR:

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

_____

(Electronic Mail Address)

1. Receipt of amendment(s) _____ is acknowledged.

2. Conflicts of Interest

   I hereby certify that to the best of my knowledge no potential conflict of interest exists between the above-identified Offeror and any Government Real Estate Support Service ("RESS") and Privatization Real Estate Support Service ("PRESS") contractors, their successors, and their respective team members, subcontractors, and subcontractors' successors identified in the Request for Lease Proposals. As a condition of submitting this offer, should my firm be selected as a Potential Lessee, my firm will not contract with or make any partnership, affiliation or any other association or arrangement whatsoever with the RESS or PRESS contractors, their successors, and their respective team members, subcontractors, and subcontractors' successors identified in the Request for Lease Proposals for work relating to this Project for a period of ten (10) years after the date of this selection.

Authorized representative and signatory for Offeror:

_____	_____	_____
(Print) Name	Title	Date

_____

United States Department of the Air Force

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Appendix E

Non-Disclosure Provisions

RFLP No. AFCEC-26-R-0006

APPENDIX E

NON-DISCLOSURE PROVISIONS

NON-DISCLOSURE OF PROPRIETARY INFORMATION

During the source selection process and the administration phases of the AI Data Center Enhanced Use Lease Project, it may be necessary for the Government to be furnished proprietary information from Proposed Lessee(s). With respect to such information, it is agreed as follows:

1. "Proprietary Information" shall include, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data and concepts originated by the disclosing Proposed Lessee, not previously published or otherwise disclosed to the general public, not previously available without restriction to others, nor normally furnished to others without compensation, and which the Proposed Lessee desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to the RFLP and appropriately identified as being proprietary when furnished.

2. In order for proprietary information disclosed by a Proposed Lessee to be protected in accordance with these Non-Disclosure provisions, it must be: (a) in writing; (b) clearly identified as proprietary information at the time of its disclosure by each page thereof being marked with an appropriate legend indicating that the information is deemed proprietary by the disclosing party; and (c) delivered with a letter of transmittal to a "Receiving Party" identified in Paragraph 4 below. Where the "Proprietary Information" has not been or cannot be reduced to written form at the time of disclosure and such disclosure is made orally and with prior assertion of proprietary rights therein, such orally disclosed proprietary information shall only be protected in accordance with these Non-Disclosure provisions provided that complete written summaries of all proprietary aspects of any such oral disclosures shall have been delivered to the individuals identified in Paragraph 4 below, within 20 calendar days of said oral disclosures. Neither party shall identify information as proprietary that is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary clause.

3. In order for a Proposed Lessee's proprietary information to be protected as described herein, it must be submitted in written form as discussed in Paragraph 2 above and in accordance with Section 4.2 of the RFLP.

4. Each Receiving Party covenants and agrees that it will, notwithstanding that these Non-Disclosure provisions or the foregoing source selection process or administration phases may have terminated or expired, keep in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons, any and all information which is received from the Proposed Lessees under these Non-Disclosure provisions and that has been protected in accordance with paragraphs 2 and 3 hereof, provided, however, that the Receiving Party shall not be liable for disclosure of any such information if the same:

a. Was in the public domain at the time it was disclosed, or

b. Becomes part of the public domain without breach of this Agreement, or

c. Is disclosed with the written approval of the other party, or

d. Is disclosed after three years from receipt of the information, or

e. Was independently developed by the Receiving Party, or

f. Is or was disclosed by the disclosing party to a third party without restriction, or

g. Is disclosed pursuant to the provisions of a court order.

As between the parties hereto, the provisions of this Paragraph 4 shall supersede the provisions of any inconsistent legend that may be affixed to said data by the disclosing party, and the inconsistent provisions of any such legend shall be without any force or effect. Any protected information provided by one party to the other shall be used only in furtherance of the purposes described in the foregoing source selection process or administration phases, and shall be, upon request at any time, returned to the disclosing party. If either party loses or makes unauthorized disclosure of the other party's protected information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

5. The standard of care for protecting Proprietary Information will be that degree of care a prudent individual would use to prevent disclosure, publication, or dissemination of his/her own proprietary information.

6. The Receiving Party shall not be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as the Receiving Party normally takes to preserve its own such data or information.

7. In providing any information hereunder, the Proposed Lessee makes no representations, either express or implied, as to the information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall the Proposed Lessee incur any liability or obligation whatsoever by reason of such information, except as provided under Paragraph 4, hereof.

8. Notwithstanding the termination or expiration of the foregoing source selection process or administration phases of the project, the obligations of the Receiving Party with respect to proprietary information shall continue to be governed by these Non-Disclosure provisions.

9. These Non-Disclosure provisions contain the entire agreement relative to the protection of information to be exchanged hereunder and supersedes all prior or contemporaneous oral or written understandings regarding this issue. These Non-Disclosure provisions shall not be modified or amended, except in a written instrument executed by the parties.

10. Nothing contained in these Non-Disclosure provisions shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other party.

11. Nothing contained in these Non-Disclosure provisions shall grant to either party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that other party.

12. The effective date of these Non-Disclosure provisions shall be the date of the submission of any applicable proposal.

13. These Non-Disclosure provisions shall be governed and construed in accordance with the laws of the state in which the Project is located if no federal law applies.

14. These Non-Disclosure provisions may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This consent requirement shall not apply in the event either party shall change its corporate name or merge with another organization. These Non-Disclosure provisions shall benefit and be binding upon the successors and assigns of the parties hereto.

15. It is understood that neither the Receiving Party, the Receiving Party's employer, nor the Receiving Party's agents may participate as a Proposed Lessee, subcontractor, or consultant to a Proposed Lessee or Proposed Lessee's subcontractor with respect to Basename AFB Enhanced Use Lease Project.

United States Department of the Air Force

Air Force Civil Engineer Center
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Appendix F

Pre-Offer Inquiry (POI) Form

RFLP No. AFCEC-26-R-0006

APPENDIX F

Pre-Offer Inquiry

Instructions: All questions must be submitted on this form in the space provided below. The Government will respond on this form and will post responses on the Contract Opportunities website at https://sam.gov/.

Question #	Date	Offeror's Name	RFLP Reference	Offeror's Question	Government's Response	Change RFLP?	Amend #
EXAMPLE	**6/20/2019**	**XYZ Inc.**	**RFLP, Section 4.3.c.**	**May our response exceed 40 pages in length?**	**No, submitted responses are limited to 40 total pages (single side, 8.5 x 11 inch page and standard font). See RFLP, Section 4.3.c., for additional details regarding submittals that do not count towards the total page or PDF limit.**	**No**	**N/A**
1.							
2.							
3.							
4.							
5.							

United States Department of the Air Force

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Appendix G

Non-Binding Term Sheet

RFLP No. AFCEC-26-R-0006

APPENDIX G

NON-BINDING TERM SHEET

AI Data Center
Enhanced Use Lease
Non-Binding Term Sheet

This Enhanced Use Lease (EUL) Non-Binding Term Sheet ("Term Sheet") is intended to guide discussions toward successful negotiations of a possible ground lease and certain other related transactional documents to be entered into by and between **THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE SECRETARY OF THE AIR FORCE** (the "Government") and [**Enter Name of Offeror**], (the "Potential Lessee") implementing, under the authority of Title 10, United States Code, Section 2667, that certain real estate development, financing, and management proposal dated [_____] 2025 submitted by the Potential Lessee (the "Proposal") to fulfill the requirements of the United States Department of the Air Force Request for Lease Proposal No. AFCEC-26-R-0006 (the "RFLP") for an AI Data Center Enhancement EUL project (the "Project") at [TBD] Air Force Base (EAFB). This Term Sheet is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding obligation. No legally binding obligations will be created unless and until a Site Development Lease ("SDL") is executed and delivered by all the parties. Without limiting the generality of the foregoing, it is the parties' intent that, until that event, no agreement shall exist among them and there shall be no obligations whatsoever based on such things as parol evidence, extended negotiations, "handshakes," exchanges of emails, or oral understandings, or courses of conduct (including reliance and changes of position).

	PROJECT OVERVIEW	DESCRIPTION	REMARKS
1.	PROJECT NAME	• AI Data Center Enhancement EUL	• None
2.	PROJECT LOCATION	• Inside the fence line	• None
3.	LESSOR	• The Government	• None
4.	POTENTIAL LESSEE	• [Offeror]	• None
5.	AUTHORITY	• 10 U.S.C. § 2667	• None
6.	LEASED PREMISES DESCRIPTION	[TBD]	• Potential Lessee will be responsible for obtaining an ALTA survey (certified to the

	PROJECT OVERVIEW	DESCRIPTION	REMARKS
			AF) identifying specific acreage and boundaries
7.	SDL TERM	• [TBD]	• Government can agree to a term longer than 5 years if lease is in the public interest
8.	CONSIDERATION: BASE RENT	• [TBD] • To be paid annually in cash at the beginning of each term year	• Government required to obtain at least FMV
9.	CONSIDERATION: PARTICIPATION RENT	• [TBD] • To be paid in arrears after a designated accounting period	• Government preference is some percentage of Potential Lessee's revenue
10.	TRANSACTION EXPENSES	• Potential Lessee shall make a cash payment to the Government at SDL execution in an amount equal to the Government's direct costs of the SDL transaction, which is estimated not to exceed Two Hundred Thousand Dollars ($250,000.00).	• This payment is separate from and in addition to the fair market rental value of the Leased Premises. It is not a part of the cash rental consideration for the SDL • Authority: 10 USC 2695 and 10 USC 2667(e)(1)(C)(vi)

	PROJECT OVERVIEW	DESCRIPTION	REMARKS
			business certificates, legal opinions, etc.
12.	DELIVERY CONDITION OF THE LEASED PREMISES	• AS IS/WHERE IS • Government makes no express or implied warranties on condition or suitability	• Potential Lessee to evaluate condition during its due diligence
13.	LEGISLATIVE JURISDICTION	• Entirety of Leased Premises is proprietary jurisdiction	• Allows for development and construction per local regulations and standards
14.	ENCUMBRANCES ON THE LEASED PREMISES	• As per the RFLP	• SDL shall be subject to existing encumbrances • Government reserves the right to grant additional encumbrances
15.	PERMITTED USES OF LEASED PREMISES	• Solely for the purposes of upgrading, developing, constructing, owning, maintaining, and operating improvements for AI Data Center. • Any other proposed use would require Government approval	• Directly related facilities include pro shop, club house with restaurant/bar, storage and maintenance buildings, etc. • No additional commercial development, e.g., lodging or resort accommodations
16.	POINTS OF INGRESS/EGRESS	• Will be established by the installation or the surrounding communities • Potential Lessee shall be responsible, at its sole cost and expense, for any relocation of the Installation perimeter fence	• None

	PROJECT OVERVIEW	DESCRIPTION	REMARKS
17.	EMERGENCY SERVICES	• To be provided by local police and fire services	• Any Government furnished emergency services subject to separate agreement
18.	UTILITIES	• Proposed Lessee must secure all of its own utilities to the Property and pay connection or impact fees • Must secure sufficient water resources to last for the duration of the SDL	• Government does not intend to provide utilities • Any Government furnished utilities subject to separate agreement
19.	PROJECT DESIGN	• Potential Lessee will be required to submit design plans to the Government for approval	• Normally at certain stages of design completion (e.g., 30%, etc.)
20.	PROFESSIONAL CERTIFICATION	• Potential Lessee shall ensure that all drawings, specifications, and engineering calculations are certified	• By a licensed architect or professional engineer currently licensed by the State of Florida
21.	CONSTRUCTION AND PHASING PLAN	• Construction will be in accordance with the Potential Lessee's approved construction plan, including any phasing • Each phase of construction will require a Notice to Proceed from the Government before commencing construction	• Construction plan to include haul routes, staging areas, debris disposition, quality control, other construction-related matters
22.	PERMITS	• Potential Lessee shall, at its sole expense, obtain all required permits and approvals for construction and operation	• Includes environmental permits • New construction could require storm water permitting

	PROJECT OVERVIEW	DESCRIPTION	REMARKS
23.	HISTORIC PROPERTY	Unknown	
24.	PERFORMANCE & PAYMENT BONDS	• Prior to the commencement of any phase of construction, the Potential Lessee shall deliver to the Government payment and performance bonds from its general contractor to cover that portion of the construction.	• Provide that Government is a co-obligee on the bonds
25.	APPLICABLE BUILDING CODES	• All development activities shall be in accordance with governing building codes, standards, regulations, and laws that would apply to similar development activities outside the base	• Local/state government having jurisdiction controls governing codes and standards
26.	NON-DEVELOPMENT LIMITATIONS	• After the first three (3) years of the Lease Term, the Government shall have the right to terminate the SDL as to any portion of the Leased Premises that remains substantially undeveloped.	• To avoid having the Leased Premises encumbered for an extended period of time with no development
27.	ENVIRONMENTAL BASELINE SURVEY (EBS) aka (PHASE I ENVIRONMENTAL SITE ASSESSMENT)	• Government certified Supplemental EBS has been provided to Potential Lessee	• EAFB must recertify the Supplemental EBS within 6 months prior to SDL execution
28.	NATIONAL ENVIRONMENTAL POLICY (NEPA)	• Potential Lessee responsible for conducting and coordinating NEPA requirements (32 CFR Part 989)	• EA may be required • Government will provide oversight and approval
29.	COMPLIANCE WITH ENVIRONMENTAL LAWS	• Potential Lessee shall comply with all environmental statutes and federal and state regulations	• Includes Natural and Cultural preservation, Lead Based Paint and Asbestos

	PROJECT OVERVIEW	DESCRIPTION	REMARKS
			removal, Pesticide management, etc.
30.	COOPERATION WITH INSTALLATION RESTORATION PROGRAM (IRP)	• Government has the right to enter the Leased Premises to conduct IRP activities • Potential Lessee will comply with any health or safety plan under the IRP	• None
31.	HAZARDOUS SUBSTANCES MATERIAL AND WASTES/ENVIRONMENTAL COMPLIANCE	• Potential Lessee may not store or release any hazardous substances on the Property	• Must respond and remediate any contamination caused by Potential Lessee
32.	WASTEWATER MANAGEMENT	• Potential Lessee shall meet all wastewater discharge standards	• Federal, state and local requirements may apply
33.	POTENTIAL LESSEE ORGANIZATION AND CONTROL	• Potential Lessee must have the organizational chart and entity documents that support ownership and control of Potential Lessee's entity	• Include all equity owners and shares
34.	SUBLEASES/ASSIGNMENTS	• Potential Lessee will describe any subleases or assignments contemplated over the life of the Project	• Potential Lessee shall not sublease, assign or transfer any interest in the SDL without prior written consent of the Government
35.	FINANCING	• Potential Lessee will demonstrate its ability to fund and complete development of the Leased Premises per the Proposal prior to execution of SDL • Identify funding sources • Government to qualify any lender	• Potential Lessee to provide letter of verification of funds from its financial institution specific to each building/phase as it commences as per Proposal

	PROJECT OVERVIEW	DESCRIPTION	REMARKS
36.	OPERATING EXPENSES AND REAL ESTATE TAXES	• Potential Lessee is solely responsible for the payment of all operating expenses, property taxes and assessments	• Includes special assessments, charges imposed in lieu of ad valorem taxes, and all other taxes or charges levied against the Project or assessments levied against the leasehold interest or against activities or operations on the Leased Premises
37.	INSURANCE REQUIREMENTS	• Potential Lessee shall obtain and maintain coverages as listed in the RFLP • Certificates of proof of insurance required to be kept current	• Potential Lessee bears all risk of loss from its activities on the Leased Premises
38.	RECORDS	• Potential Lessee shall maintain a complete and accurate set of records on the Project	• Government and other duly authorized agencies have right to examine
39.	APPLICABLE LAWS AND REGULATIONS	• Potential Lessee shall comply	• Includes federal, state and local laws, and installation rules and regulations
40.	SURRENDER OF POSSESSION & DISPOSITION OF IMPROVEMENTS	• Potential Lessee shall vacate upon SDL expiration or termination • Potential Lessee shall, at its sole expense, demolish any structures it constructed as directed by Government	• For any buildings or structures constructed by Potential Lessee, Government has the option to retain all or some, and direct the others to be demolished at end of SDL
41.	DEMOLITION RESERVE ACCOUNT ON IMPROVEMENTS UPON EXPIRATION OR TERMINATION	• No later than ten (10) years prior to the SDL Expiration Date, the Potential Lessee shall provide a	• Estimated Restoration Costs shall be adjusted upon notice by Government (10 years

	PROJECT OVERVIEW	DESCRIPTION	REMARKS
		report to the Government which estimates the cost of removing improvements on the Leased Premises ("Estimated Restoration Costs") • The Potential Lessee shall make annual cash deposits for the last 10 years of the SDL in an amount equal to 1/10th the Estimated Restoration Costs to a Demolition Reserve Account	before SDL expiration) of any improvements it elects not to have demolished and removed
42.	BUILDING DEMOLITION AUTHORIZATION	• Potential Lessee shall coordinate with the Government and the installation shall provide written verification of approval prior to demolition of any existing structures or improvements within the Leased Premises	• None
43.	RETAINED AUTHORITY	• Installation Commander retains various statutory and regulatory authority over the Leased Premises	
44.	PRE-CLOSING TEMPORARY EASEMENT	• The parties shall execute as soon as possible a non-exclusive easement for the purpose of completing due diligence	• Due diligence may include noninvasive studies, investigations, surveys, sampling, and other SDL prerequisite activities • Government may charge a fee for the easement
45.	INTELLECTUAL PROPERY	• Potential Lessee shall not use the installation name or other locations owned by the	•

	PROJECT OVERVIEW	DESCRIPTION	REMARKS
		Government in name, signage or marketing	
46.	COVERED ENTITIES	• AAFES and AFSVS have rights of participation under 10 USC 2667(b)(6)	• AAFES and AFSVS will decline their rights or Government plans to waiver covered entity rights