

**Request for Proposal for Preparation of Third-Party  
Environmental Assessment**

**Mountain Valley Pipeline Boost Project**

*Mountain Valley Pipeline, LLC*

*August 20, 2025*

## *DISCLAIMER*

### THIS IS NOT A FEDERAL PROCUREMENT

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

QUESTIONS CONCERNING THIS PROCUREMENT SHOULD BE DIRECTED ONLY TO MOUNTAIN VALLEY PIPELINE, LLC AND MUST PROVIDE INFORMATION SUPPLIED TO ANY INDIVIDUAL CONTRACTOR TO ALL CONTRACTORS SUBMITTING A LETTER OF INTENT TO RESPOND TO THE RFP.

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

### **HOLD HARMLESS**

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

VIA E-Mail

**Mountain Valley Pipeline, LLC**

**TO:** Potential Third-Party Contractor

**FROM:** Mountain Valley Pipeline, LLC

**DATE:** August 20, 2025

**SUBJECT:** Request for Proposals (RFP) to Prepare an Environmental Assessment (EA) for the Mountain Valley Pipeline Boost Project

**Proposal Due Date:** 5:00 PM EST, September 10, 2025

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## **1.0 BACKGROUND AND OVERVIEW**

### **1.1 Background**

Mountain Valley Pipeline, LLC (MVP) is soliciting proposals for the preparation of an Environmental Assessment (EA)<sup>1</sup> and related documents and services to address the Mountain Valley Pipeline Boost Project (Project) as more specifically described in Section 1.2. The EA will be prepared under a third-party contractor arrangement with MVP as the Applicant and the Federal Energy Regulatory Commission (FERC or Commission) as the lead federal agency for the National Environmental Policy Act (NEPA) process. The FERC's Office of Energy Projects (OEP) will be responsible for providing technical direction to the third-party contractor during the preparation of the EA and related documents. A contract will be executed pursuant to the third-party contracting procedures as referenced in the FERC third-party contracting program announced on February 4 and 9, 1994.

As the Applicant, MVP is soliciting proposals through this RFP for a third-party contractor to provide the services described in section 2.0. The technical and cost proposals will be initially reviewed and evaluated by MVP who will then submit the proposals to the OEP staff and file the proposals on the FERC's project docket as privileged. The OEP staff will make the final selection of the third-party contractor, based on its independent review of the technical, managerial, personnel, and Organizational Conflict of Interest (OCI) aspects of each proposal. Upon selection, the third-party contractor, MVP, and the Director of OEP will sign a Memorandum of Understanding (MOU) that details the roles and responsibilities of each party and mandatory provisions of the contract (A sample MOU is provided in Appendix G). MVP will finalize a contract with and fund the successful contractor for the preparation of this third-party EA and attendant activities.

Once a third-party contractor is selected, the OEP staff will direct the activities of the contractor in the preparation and processing of the EA within the scope identified herein. MVP will have no control over nor direct the activities of the

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<sup>1</sup> For the purposes of this proposal, the contractor should assume that the OEP staff will conclude that an EA is sufficient to meet the NEPA requirements for the proposed project. If, upon evaluating the proposed action, OEP staff concludes that the project requires an environmental impact statement, a work modification would be negotiated with the selected contractor.

contractor. The U.S. Army Corps of Engineers (USACE); U.S. Fish and Wildlife Service (USFWS); U.S. Department of Transportation (USDOT); and U.S. Environmental Protection Agency (USEPA), and possibly others may be cooperating agencies for the NEPA review process.

Appropriate regulatory agencies in West Virginia and Virginia will also be invited and encouraged to participate in the NEPA process.

## **1.2 Overview of the Project**

MVP is seeking a Certificate of Public Convenience and Necessity (Certificate) from the Commission pursuant to Section 7(c) of the Natural Gas Act authorizing MVP to construct and operate the proposed Project located in Wetzel County, Braxton County and Fayette County all in West Virginia (WV) as well as Montgomery County, Virginia (VA).

MVP plans to expand three existing compressor stations and construct one new compressor station to provide timely, cost-effective access to the growing demand for natural gas for use by local distribution companies, industrial users and power generation in the Mid-Atlantic and southeastern markets, as well as potential markets in the Appalachian region.

The scope of facilities includes the following proposed pipeline, associated aboveground facilities, access roads, staging areas and contractor/laydown yards:

- addition of one Titan 130 turbine to the existing four Titan 130 turbine units at the existing Bradshaw Compressor Station with additional mechanical and electrical equipment to support the horsepower (HP) increase in Wetzel County, WV;
- addition of one Titan 350 turbine to the existing two Titan 130 turbine units at the existing Harris Compressor Station with additional mechanical and electrical equipment to support the horsepower (HP) increase in Braxton County, WV;
- addition of two Titan 130 turbines to the existing two Titan 130 turbine units at the existing Stallworth Compressor Station with additional mechanical and electrical equipment to support the horsepower (HP) increase in Fayette County, WV;
- a new greenfield compressor station, Swann Compressor Station, consisting of two Titan 350 turbines and one Titan 250 turbine with supporting mechanical and electrical equipment located in Montgomery County, VA;

- approximately 0.18-mile of new 42-inch-diameter dual lay natural gas pipeline (H-600) in Montgomery County, VA;
- use of existing temporary and permanent access roads, staging/parking areas, and contractor yards in Wetzel County, Braxton County and Fayette County, WV and;
- new and use of existing temporary and permanent access roads, staging/parking areas, and contractor yards in Montgomery County, VA.

Maps of the proposed Project are included as Appendix H.

### **1.3 Distribution Plan**

MVP posted a notice of availability (NOA) of an RFP for OEP third-party NEPA contractor services to its website between August 20, 2025 and September 10, 2025. In addition to posting the NOA on the website, MVP sent specific notifications about the NOA to contractors that are known to MVP to provide third-party NEPA contractor services to the OEP.

### **1.4 Scope**

Once MVP has filed its application with FERC, the selected third-party contractor will:

- Verify, update, and maintain mailing lists;
- Assist OEP staff in reviewing, organizing, and formatting the stakeholder mailing list provided by MVP;
- Coordinate and attend agency scoping meetings (assume 1) and other meetings and site visits as requested by OEP staff and summarize comments for posting to FERC's public record;
- Coordinate, participate in, and summarize interagency conference calls with OEP staff;
- Identify and summarize concerns raised by regulatory agencies and other stakeholders;
- Prepare meeting minutes for OEP staff for all attended meetings and conference calls;
- Work with OEP staff to identify additional concerns of affected/adjacent landowners, landowner organizations, environmental groups, and federal, state, and local agencies;
- Prepare a draft Notice of Scoping and Notice of Schedule and summarize comments identifying major issues;
- Coordinate and attend public scoping meetings (assume 1 and additional ones if needed, including virtual)
- Review resource reports and prepare data request questions;
- Prepare and submit a draft EA to OEP staff;
- Incorporate comments from OEP staff into an administrative draft EA;
- Submit the administrative draft EA to OEP staff and the cooperating agencies;

- Incorporate/resolve comments on the administrative draft EA from OEP staff and the cooperating agencies;
- Prepare and submit final EA to OEP staff;
- Assist the OEP staff in preparing responses to public comments on the EA;
- Prepare a Biological Assessment and review of essential fish habitat (EFH) if required; and,
- Assist OEP staff, as necessary, with project-related tasks between the issuance of the EA and the Commission Order. Examples of such tasks include support in responding to comments on the EA.

## 1.5 Available Data

MVP will file an application with FERC for a Certificate of Public Convenience and Necessity. MVP will organize its Environmental Resource Reports (RR) as identified and containing the information listed in the FERC's regulations at 18 CFR Section 380.12. Available data from the MVP Mainline Project in Docket No. CP16-10-000 should be reviewed, particularly with respect to the three existing compressor station sites.

## 1.6 Schedule

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

Adherence to the proposed schedule, below, is essential. Assuming MVP is able to successfully identify and resolve all project issues in an expeditious manner and is able to respond expeditiously to data requests, the major milestones of the Project schedule are summarized below; however, it should be understood that the timeline from filing of the FERC application to the availability of the EA will be determined by OEP staff:

Tentative Milestones for Project Schedule – Subject to Change	
• MVP issues RFP to prospective contractors	August 20, 2025
• Prospective contractors submit proposals to MVP	September 10, 2025
• MVP files Application and third-party proposals to FERC	October 2025



• OEP staff selects third-party contractor	October 2025
• MVP, OEP, and third-party contractor execute MOU	October 2025
• MVP executes contract with third-party contractor	October 2025
• Third-party contractor begins work	Upon execution of contract
• OEP issues Notice of Scoping	January 2025
• Third-party contractor delivers Draft EA to OEP	April 2026
• OEP issues EA	June 2026
• Proposed construction start	2026

## 1.7 Letter of Intent

Third-party contractors shall submit a Letter of Intent before the Contractors' Conference to offer a proposal to MVP at the e-mail address or regular mail address listed in Section 3.12. Those submitting a Letter of Intent will receive amendments to this RFP, if any, and copies of any written material from the Conference as described in Section 1.8. This letter will facilitate the distribution of written information but does not obligate the contractor to submit a proposal.

## 1.8 Contractors' Conference

A Contractors' Conference will be held by MVP on Thursday, September 4, 2025 beginning at 9:00 AM Eastern time. At the conference, questions will be answered by MVP. Contractors who submit a Letter of Intent and who do not attend the conference will be notified of any modifications and receive a copy of the minutes of the meeting within five (5) days of the meeting via email.

The purpose of this conference will be to:

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

All third-party contractors are strongly encouraged to attend this conference. Telephone calls are not permitted.

## **2.0 SERVICES REQUIRED**

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

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

- 2.1** Task 1 - Preparation of all project-related documents, reports, and notices required by OEP staff. All materials must be provided to the OEP staff in electronic format (generally Microsoft Word or Adobe pdf format), or as otherwise agreed to by the OEP Environmental Project Manager. Any required databases (such as mailing lists) must be in Microsoft Excel. The camera-ready EA will be provided in the format specified by the OEP staff. Hard copies may be requested in certain circumstances.
- 2.2** Task 2 - Preparation of notices and presentation materials for public scoping meetings on the EA. This task will require close coordination with the OEP Environmental Project Manager. Required work will include researching venues, preparing notices, developing materials for meetings, participating in meetings, and preparing reports summarizing the results of the scoping meetings/process. The contractor will prepare a summary of agency scoping comments/issues for subsequent agency review and concurrence. Assume at least one public scoping meeting will be conducted.
- 2.3** Task 3 - Preparation and maintenance of a computerized (sortable database) mailing list of agencies, officials, community/environmental groups, concerned citizens, affected property owners and known interested parties. MVP will provide the initial agency and affected property owners list.
- 2.4** Task 4 - Characterization of existing environmental conditions, incorporation of issues identified during scoping, assessment of the significance of the potential environmental effects of the proposed project, identification of potential site, route and facility location alternatives, (both locally and regionally) and determination of mitigation necessary to avoid or reduce impacts to acceptable levels for the environmental topics listed in section 2.5 (below). Studies shall take into account both direct and indirect effects of project facility construction, operation and maintenance, upset conditions, and abandonment for all proposed and alternative project facilities. Special expertise may be needed for areas of non-routine

environmental sensitivity. The RRs contained in the FERC application (*and other major applications, if any*) and other already available technical data shall be used to the maximum extent practicable.

**2.5** Task 5 - Preparation of an environmental document to meet the requirements of NEPA, the National Historic Preservation Act, Endangered Species Act, other applicable laws and regulations, any additional requirements of the OEP staff, and to address any scoping meeting issues.

The EA shall include, but not necessarily be limited to, the following sections: <sup>12</sup>

1. Cover Sheet
2. Executive Summary
3. Introduction
4. Description of Proposed Project
5. Alternatives
6. Environmental Analysis, including Cumulative Impacts
7. Conclusions (including summary of unavoidable significant adverse effects) and Recommendations (mitigation measures, including mitigation monitoring plan)
8. List of Preparers and Contributors
9. References (including agencies and sources consulted)
10. EA Distribution List
11. Index
12. Appendices and Technical Reports (e.g., Essential Fish Habitat Assessment, if appropriate)

The Project as proposed by MVP includes several aboveground facility site location alternatives. In conjunction with the OEP staff, the third-party contractor will be responsible for identifying and assessing potential alternatives to the proposed project that are capable of meeting the project's goals and are sufficient to meet the requirements of NEPA, including reducing potentially significant effects associated with the proposed project and fostering informed decision-making. System alternatives to the Project that should be addressed will be identified in RR10 of the RRs. Additional project alternatives may be identified by the OEP staff, cooperating agencies, and other stakeholders.

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

1. Purpose and Need for the Project
2. Approvals to be sought through Use of the EA

3. Project Description
4. Ancillary Facilities
5. General Design Parameters
6. Construction and Restoration Methods (including Applicant-Proposed Mitigation Measures)
7. Construction Schedule and Work Force
8. Operation and Maintenance Procedures
9. Abandonment Procedures
10. Interrelationships with Other Planned Projects and Non-jurisdictional Facilities
11. Alternatives (including No Action)

The majority of this information will be available in the RRs included in the application made to the FERC. The third-party contractor shall review the RRs for accuracy and adequacy to meet the needs of NEPA for the preparation of an EA, and shall prepare a data request(s) to MVP (routed through the OEP staff) requesting any other data that may be needed. The EA shall fully address the following resource topics (as applicable):

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

**2.6** Task 6 - Prepare supporting maps showing the location of all project facilities and related areas of disturbance, and pertinent resource data. MVP will be responsible for developing all maps requested by the third-party contractor. The scale of the supporting maps will normally range from 1:24,000 to 1:500, depending on the complexity/sensitivity of the resources potentially affected and project specifics.

**2.7** Task 7 - Maintain ongoing review of potential environmental issues and assessment of adequacy of overall scope of the environmental analysis. The OEP

staff shall be advised immediately of any potential data gaps or analysis shortcomings.

- 2.8** Task 8 - Arrange with MVP to participate in inspections of the proposed facility locations (including overflight, as appropriate), with the OEP staff. This may occur in conjunction with the scoping meetings. (The FERC will reimburse MVP for all costs associated with OEP staff participation in overflights.)
- 2.9** Task 9 - Analyze comments and prepare draft responses to comments on the EA and related documents.
- 2.10** Task 10 - Prepare camera-ready copies of the EA and any required notices for submission to the FERC staff
- 2.11** Task 11 - Develop and maintain a formal project management system to allow for weekly or biweekly, as mutually agreed, tracking of schedule and budget status for the prime contractor and any subcontractors.
- 2.12** Task 12 - Prepare a Biological Assessment, if appropriate.
- 2.13** Task 13 - Prepare an Essential Fish Habitat Assessment, if appropriate.

### **3.0 PROPOSAL REQUIREMENTS**

If a contractor provides a Letter of Intent to bid on the RFP, and subsequently does not intend to submit a proposal, the contractor shall notify MVP as soon as possible, but in any event no later than one day prior to the proposal due date. Contractors shall also return all materials to MVP.

Contractors must provide the technical proposal and cost estimate via email; MVP will coordinate distribution, and ultimately provide the OEP staff with an electronic copy of the proposals. Cost estimates must be submitted as a separate attachment from the technical proposal in Microsoft Excel format. The technical proposal is limited to (50) pages (single-sided, space and a half). All materials should be easily readable. The proposal should be concise, well organized and contain the following information in the order presented below:

#### **RFP Schedule:**

- RFP Issuance Date – Wednesday, August 20, 2025
- Bidder Questions Due Date – Thursday, August 28, 2025 at 5:00 PM Eastern time
- Contractor's Conference Date – Thursday, September 4, 2025 at 9:00 AM Eastern time
- Contractor's Conference Notes and Q&A Response Date – Monday, September 8, 2025
- Bid Responses Due Date – Wednesday, September 10, 2025 at 5:00 PM Eastern time
- Tentative Award Date – October 2025 (selection made by FERC staff)
- Tentative Project Start Date: October 2025

### **3.1 Introduction**

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

### **3.2 Technical Approach**

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

recommendations to improve the scope (including rationale) and reflect those recommendations in the cost estimate.

### **3.3 Project Organization and Management Approach**

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

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

### **3.4 Qualifications and Experience**

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

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

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

### 3.5 Project Schedule

Submit a proposed schedule delineating dates for completion of the major work tasks specified in Section 2 of this RFP. The selected contractor's proposal must address the completion dates as specified in Section 1.6 of this RFP. Any suggested modifications to this schedule must be presented with reasons for the changes. **Note, however, that the ultimate schedule will be determined by the OEP staff not the applicant.**

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

### 3.6 References

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

### 3.7 Conflicts of Interest and Critical Energy Infrastructure Information

Identify possible conflicts of interest that may require investigation by the FERC staff. Include a discussion of all work completed by the contractor for similar work on natural gas-related projects within the last 3 years. Pursuant to 40 CFR 1506.5(b)(4), a contractor must disclose any financial or other interest in the outcome of the action. The contractor must also submit a Critical Energy Infrastructure Information (CEII) Non-Disclosure Agreement for itself and each subcontractor used.

All proposals must include the following items:

- Either the FERC's (a) Organizational Conflict of Interest (OCI) Representation Statement, or (b) OCI Disclosure Statement, prepared by a responsible official attesting the contractor and its subcontractor(s) have no financial or other conflicting interest in the outcome of the project, or proposing a mitigation plan if an actual or potential OCI exists. (See Appendix C.)
- The FERC's OCI Questionnaire. (See Appendix D.)
- A Contractor CEII Non-Disclosure Agreement. (See Appendix E.)



MVP will complete an OCI Certification. (See Appendix F.)

- Confirmation of compliance of the terms and requirements contained within MVP's FERC Master Consulting/Professional Services Agreement (See **Appendix A**). If the bidder does not accept all terms within this agreement, the bidder must identify any requested revisions to the form of the agreement and describe with specificity the reason for such request.

### **3.8 Resumes**

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

### **3.9 Cost Estimate**

Upon execution of the FERC Master Consulting/Professional Services Agreements (See Appendix A), MVP anticipates awarding a Time & Materials Not to Exceed Purchase Order to the selected contractor.

Contractor's proposal must include a rate sheet for labor and identify mark-ups on expenses, if any; standard rates of indirect expenses (e.g. reproduction, per diems, mileage, etc.); and other applicable costs/charges. The contractor's time-and-material, not-to-exceed cost proposal must present costs for labor and expenses for each of the tasks identified in Section 2. The cost proposal should be completed and submitted using Appendix B – Bid Pricing Form - in excel format. Acceptance of the "Bid Detail" tab within Appendix B is assumed unless Contractor states specific clarifications within the Assumptions tab of the Appendix B.

MVP understands that there may be out-of-scope requirements for the completion of this project and any resultant costs will be handled between the contractor and the applicant under the provisions of the contract. The contractor is required to promptly advise MVP of any anticipated budget changes for out-of-scope work requested by the OEP and included in the monthly project invoices.

Any limiting assumptions used to prepare the cost estimate should be clearly specified in the proposal using the "Assumptions" tab of the bid pricing form.

Assume that MVP, through the OEP staff, will provide the successful contractor with copies of all environmental information filed with FERC, including base maps, air photos, and computerized mailing lists of agencies, officials,

community/environmental groups, concerned citizens, affected property owners and known interested parties at the time that contract negotiations are completed. MVP will provide aerial overflights for key contractor and OEP staff (weather conditions permitting) either prior to or in conjunction with the scoping meetings, or at OEP staff's request. (However, the FERC will reimburse MVP for all costs associated with OEP staff participation in aerial overflights.)

### **3.10 Available Materials**

Documents available from MVP that should assist contractors in preparation of their proposals are provided as Appendices to this RFP. Note that MVP requests that any questions about this RFP be submitted via email to the Supply Chain contact listed on the cover page of this RFP by Thursday, 8/28/2025, at 5:00 PM Eastern time. Questions will be answered via the Contractor's conference that will take place Thursday, 9/4/2025, at 9:00 AM Eastern time. If time permits, additional questions will be taken verbally at the Contractor's Conference.

Responses to questions and notes from the Contractor's Conference will be emailed to Respondents by Monday, 9/8/2025. If a contractor considers its question to be confidential, particularly because the question reveals an innovative approach, it must mark the question as confidential when it is submitted. If MVP, in its sole discretion, agrees the question should be treated as confidential, it will respond to the request on a confidential basis. If MVP concludes, in its sole discretion, that it is unable to respond to the question on a confidential basis, it will notify the contractor of its decision and the contractor will have the opportunity to withdraw the question. If the contractor does not wish to withdraw the question, then the question and MVP response will be available to all contractors.

Each Respondent must submit its proposal and other related documentation as required in this RFP via email.

### **3.11 Sample Memorandum of Understanding (MOU)**

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

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

### **3.12 Addresses**

Submit Letters of Intent via e-mail to:

Craig Devinney – [craig.devinney@eqt.com](mailto:craig.devinney@eqt.com)

Submit Technical Proposals and Cost Estimates to:

Craig Devinney – [craig.devinney@eqt.com](mailto:craig.devinney@eqt.com)

Technical Proposals and Cost Estimates should be submitted to MVP by September 10, 2025.

## **4.0 SELECTION PROCESS**

Only those proposals submitted by contractors prior to the deadline stated herein will be evaluated. The proposals will be initially reviewed by MVP, and then all proposals will be filed on the FERC project docket in accordance with the Commission's instructions for filing of privileged material.

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

Once the OEP staff has notified MVP of its selection and the MOU is signed, MVP will negotiate and fund a contract with the contractor. MVP will keep the OEP staff apprised of the negotiations with the contractor. Once the contract has been executed, the contractor will proceed to work solely under the direction and guidance of the OEP staff. OEP staff will "assist the applicant by outlining the types of information required or, for the preparation of environmental documents, shall provide guidance to the applicant or contractor and participate in their preparation.

## **Appendix A - Master Consulting/Professional Services Agreement**

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**[EQT LEGAL ENTITY]**

**AND**

**[CONSULTANT LEGAL ENTITY]**

**EFFECTIVE \_\_\_\_\_, 20\_\_**

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SAMPLE



## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between [EQT LEGAL ENTITY] , a [EQT ORG TYPE], having a business address at 625 Liberty Avenue, Suite 1700 Pittsburgh, PA 15222 ( or "Company"), and [CONSULTANT LEGAL ENTITY] , a [CONSULTANT STATE OF REGISTRY] [CONSULTANT ORG TYPE], having a business address at [CONSULTANT PRINCIPAL ADDRESS] ("Consultant"). The parties collectively shall be referred to as "Parties" and individually as "Party".

**WHEREAS** Contractor regularly performs the professional services contemplated by this Agreement, and possesses the requisite experience, skills and abilities to perform the contemplated services,

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties covenant and agree as follows:

### **ARTICLE 1 – SCOPE OF WORK**

**1.1 Scope of Work.** Contractor shall perform professional services ("Services") as directed in accordance with Sections 1.2, 1.3, and 1.4 hereof, for the purpose of assisting the Federal Energy Regulatory Commission ("FERC") and its Office of Energy Projects ("OEP") in their environmental analysis, review and related documentation of Company's proposal to (describe project) (the "(Project Name)"). The (Project Name) consists of approximately (XX) miles of new (diameter)-inch diameter natural gas pipelines in (Name Counties/States), and it is anticipated that aboveground facilities will include mainline valves, pig launchers and receivers, and metering stations, as well as facilities for compression (in aggregate, the "Facilities").

**1.2 Contractor's Responsibilities.** Contractor shall, subject to the terms and conditions of this Agreement:

1.2.1 Work under the sole technical direction of OEP;

1.2.2 Conduct environmental analyses and prepare environmental documentation necessary for the preparation of an environmental assessment ("EA") in compliance with the National Environmental Policy Act as implemented by the regulations of FERC; and

1.2.3 Furnish the services of all necessary analysts, engineers, and other personnel necessary for the performance of the Services in accordance with the written Authorization for Services issued by OEP.

### **1.3 Administration of Services.**

1.3.1 OEP shall initiate Contractor's Services, providing all elements of scope of work.

1.3.2 Contractor shall prepare and circulate to both OEP and Company a proposed Authorization for Services, which will include a detailed scope of work, a fee, an estimated schedule and a request for authorization. Work will commence upon OEP's issuance of a final Authorization for Services.

1.3.3 OEP shall control the scope, content and quality of Contractor's work.

1.3.4 Company will have no control over the Services performed by Contractor and will not be able to review Contractor's work product before its release to the public.

1.3.5 FERC will have sole ownership of, and neither Company nor Contractor shall have any ownership of, work product that Contractor produces pursuant to this Agreement, provided however that neither FERC nor OEP nor Contractor shall thereby secure any right of ownership in proprietary business information of the Company.

1.3.6 Without prior written consent of OEP, Contractor shall not release to Company or any other entity besides FERC, OEP and cooperating government agencies as identified by OEP any environmental documentation or other work product prepared to perform the Services under this Agreement, provided however that such restriction shall not affect the exchange of documentation other than work product, such as in relation to billing and compensation for Services, verification of insurance, and notices or instructions contemplated under this Agreement.

1.3.7 Contractor shall set up, maintain and use a secure electronic file-sharing site accessible to OEP for the purpose of facilitating confidential communications, analysis and review in a confidential setting.

**1.4 Team.** Contractor shall perform the Services using the personnel and subcontractors identified on the final proposal dated (proposal date). Contractor shall not replace the Project Manager, assistant Project Manager, or any other key employee or subcontractor without the prior written consent of OEP and Company. Company and OEP each shall have the right, at any time and in the sole discretion of each, to have any personnel of the Contractor or the Contractor's vendor or subcontractor temporarily or permanently dismissed from the performance of Services and to require an appropriate replacement.

## **ARTICLE 2 - COMPENSATION AND TERMS OF PAYMENT**

### **2.1 Compensation.**

2.1.1 In consideration of the Services provided by Contractor, Company shall pay, and Contractor shall accept in full consideration for the Services, the compensation specified in the executed Authorization for Services from OEP. The Contractor's current Rate Schedule is shown in the final proposal dated (proposal date).

2.1.2 All sums of money paid to Contractor pursuant to this Agreement shall be paid without deduction or withholding of federal or state payroll or employment taxes of any kind or nature, including but not limited to income taxes, social security taxes, unemployment insurance taxes, disability insurance taxes and similar items, and shall be evidenced by one or more Forms 1099 issued by Company to Contractor in accordance with applicable law.

2.1.3 Neither FERC nor OEP shall be obligated to use, nor shall Company be obligated to pay, Contractor for any minimum number of days or hours of Services. Company shall not be held liable to Contractor for any extra services, labor, materials, or equipment furnished by Contractor in the absence of OEP's express prior written authorization in accordance with this Agreement.

**2.2 Change in Services.** Contractor shall perform under this Agreement all such work as may be directed by OEP in accordance with this Agreement and specifically in accordance with the purpose and scope set forth in the Authorization for Services. To the extent any such directive is in accordance with the purpose set forth in the Authorization for Services but is not reasonably specified therein, Contractor shall have no obligation to undertake, nor Company to pay for, any work pursuant to such directive absent a written change order from OEP reasonably approved by Company. Such change order shall specify in reasonable detail the scope of the work to be rendered and the compensation for such work, and payment for such work shall be made in accordance with the change order and otherwise in conformance with this Article 2.

### **2.3 Terms of Payment.**

2.3.1 Payment shall be on a time-and-materials basis under the Rate Schedule shown in the final proposal dated (proposal date). Contractor shall submit monthly invoices and Company shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, Contractor may suspend further performance until payments are current. Company shall notify Contractor of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Company shall pay an additional charge of one and one-half percent (1½%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount.

2.3.2 Contractor shall promptly pay all of its subcontractors, suppliers, materialmen, and other persons it engages to assist Contractor in its performance of the Services. Should Contractor fail to make such payment, Company may retain out of any payment due Contractor an amount sufficient to discharge the same.

## **ARTICLE 3 - WARRANTY**

### **3.1 Contractor's Services.**

3.1.1 Contractor warrants that it possesses the expertise and resources necessary to provide the Services described in this Agreement, and will perform the Services in accordance with all applicable law and with the standards of care and diligence normally practiced by nationally-recognized environmental consulting firms in performing services of a similar nature with respect to proposals to construct and operate pipelines and related

facilities in the United States, as such standards exist at the time of performance of the Services. Should Contractor fail to perform to those standards, it shall without cost to Company reperform and correct any deficiencies in the Services for a period of one (1) year following delivery of the Services.

3.1.2 Contractor has fully and accurately disclosed to OEP and Company any and all relationships that could reasonably be thought to give rise to a conflict of interest in the performance of its obligations under this Agreement. Contractor represents and warrants that no ethical or professional duty conflicts with its performance under this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

**3.2 Third-Party Guarantees.** Contractor shall, for the protection of Company, use reasonable efforts to obtain, from all vendors and subcontractors from whom Contractor procures equipment, materials, or services for assistance in performing the Services, guarantees with respect to such equipment, materials, and services. Such guarantees shall be made available to OEP and to Company to the full extent of the terms thereof.

**3.3 Limitations.** Any action resulting from any breach of this Agreement by Contractor or Company shall be deemed waived, settled and forgiven in full unless commenced within one (1) year after the cause of action has accrued. Notwithstanding any Article to the contrary contained herein, Contractor's total liability arising out of or in connection with the Agreement or the Services, including without limitation any for damage to or loss of Company's property, shall in no event exceed the total amount of compensation paid to Contractor hereunder. The foregoing shall apply to the fullest extent allowed by law irrespective of whether liability of Contractor is claimed or found to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability).

**3.4 Sole Contractor Warranty.** The obligations and representations contained in this Article 3 are Contractor's sole warranty obligations in respect of quality of the Services. **EXCEPT AS PROVIDED IN THIS ARTICLE, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO CONTRACTOR'S SERVICES AND CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **ARTICLE 4 - INDEMNIFICATION**

**4.1 Contractor.** Contractor shall defend, indemnify and hold harmless FERC, Company and Company's directors, officers, employees, agents and assigns from any and all losses, demands, claims, liabilities, damages, and costs (including but not limited to costs of defense, arbitration, settlement and reasonable attorneys' fees) arising out of or resulting from Contractor's Services or other performance under this Agreement or attributable to: (a) the negligent or willful act or omission of Contractor, its suppliers, employees, agents, invitees, subcontractors of any tier, or anyone acting under Contractor's direction or control in connection with the performance of the Services or for whose acts Contractor may be liable; (b) breach by Contractor of any representation or warranty of Contractor; (c) Contractor's failure to comply with any provision of this Agreement; or (d) Contractor's failure to comply with applicable laws, safety rules or permits, including without limitation any corrective measures which may be required. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

**4.2 Company.** Company shall defend, indemnify and hold harmless FERC and Contractor and Contractor's directors, officers, employees, agents and assignees from any and all losses, claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) arising out of or resulting from Company's failure to comply with any provision of this Agreement. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

#### **ARTICLE 5 – INSURANCE**

##### **5.1 Insurance Requirements.**

5.1.1 Contractor shall, during the term hereof, procure, maintain and provide to Company documentation of the following coverage with insurance companies that have a minimum AM Best rating of "A":

- (i) Workmen's Compensation - As required by State Law
- (ii) Employer's Liability Insurance of not less than \$1,000,000
- (iii) Commercial General Liability Insurance with bodily injury and property damage limits of \$5,000,000 per occurrence and \$10,000,000 in aggregate

(iv) Comprehensive Automobile Liability Insurance with bodily injury and property damage limits of \$5,000,000 per occurrence and \$10,000,000 in aggregate

(v) Professional Liability Insurance with a policy limit of \$5,000,000 per occurrence and \$10,000,000 in aggregate.

5.1.2 For any claims relating to the Contractor's Services, the coverages required under this Article shall be primary and non-contributory.

5.1.3 Contractor shall waive all rights of subrogation and contribution against all additional insureds.

5.1.4 Contractor shall be solely responsible for any deductible or self-insured retention under its insurance.

5.1.5 Company's receipt and acceptance of coverage documentation from Contractor does not relieve or decrease in any way the liability of Contractor for performance or failure to perform under this Agreement.

**5.2 Maintenance of Coverage.** All such insurance coverages, with the exception of workers' compensation/employers liability and professional liability policies, shall name Company, its parent company, subsidiaries and affiliates as additional insureds and shall be primary and noncontributory. All policies shall also contain a provision by which the insurer agrees that such policy shall not be cancelled, terminated or not renewed except after thirty (30) days' advance written notice to Company. Contractor shall furnish Company with certificates of insurance evidencing the foregoing coverages within ten (10) days after execution of this Agreement and certifying that Company shall receive at least thirty (30) days prior written notice of cancellation to any of the foregoing insurance. Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy or failure of any insurance company carrying insurance for Contractor, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement.

## **ARTICLE 6 - COMPLETION AND ACCEPTANCE**

**6.1 Scheduled Completion.** Contractor shall commence the Services and shall use all reasonable efforts to prosecute the Services continuously and with due diligence according to the schedule set forth in Company's Request for Proposal dated (Proposal Date), as such schedule may reasonably be amended by OEP in accordance with this Agreement.

**6.2 Acceptance.** When Contractor deems it has completed the Services, it shall so notify OEP (with a copy to Company) in writing. Within thirty (30) working days thereafter, OEP shall advise Contractor in writing of any deficiencies in the Services for which Contractor is responsible under this Agreement. As soon as any such deficiencies are corrected (or as soon as the thirty (30) working day period for such notice has expired, if OEP does not advise Contractor of any defects within the period), Company shall accept the Services in writing or they shall be deemed accepted. Such acceptance shall not affect any rights and remedies available to Company under this Agreement including with respect to payment for Services.

## **ARTICLE 7 – TERM, TERMINATION AND CANCELLATION**

The term of this Agreement shall commence on the Effective Date and continue until the date FERC issues an order on Company's application for authorization of the (Project Name) following the OEP's release of the EA. The term of the Agreement may be extended only upon written agreement between the parties.

**7.1 Termination by Company.** Should Contractor become insolvent or bankrupt, or commit a substantial breach of this Agreement and thereafter fail to commence proceedings in good faith to remedy such breach within ten days after receipt of written demand by either OEP or Company, Company may terminate this Agreement by written notice to Contractor. Upon any such termination, Contractor shall be compensated for all costs incurred and compensation earned for Services then performed in accordance with this Agreement less any costs incurred by Company to remedy Contractor's breach.

**7.2 Termination by Contractor.** Should Company become insolvent or bankrupt, or commit a breach or default of any of the covenants or obligations hereunder, and thereafter (a) fail to remedy the same within ten (10) days after written notice thereof from contractor if the breach constitutes a failure to pay money or (b) fail to commence proceedings to remedy the same within ten (10) days after written notice thereof from contractor and there-after fail to proceed diligently in remedying the same if the breach is other than to pay money, then Contractor may terminate this Agreement. Should Contractor so terminate this Agreement, Contractor shall be paid for all costs incurred and compensation earned for Services performed to the date of termination.

**7.3 Cancellation for Convenience.** Company reserves the right to cancel, for convenience and without cause, the Services upon notice in writing to Contractor. Should the Services be so canceled by Company, Contractor shall be paid all costs incurred and compensation earned for Services then performed in accordance with this Agreement, including any lawful and reasonable cancellation charges by vendors and subcontractors.

## **ARTICLE 8 - GENERAL PROVISIONS**

**8.1 Independent Contractor.** Contractor shall be an independent contractor with respect to the Services to be performed hereunder. Neither Contractor nor its sub-contractors or vendors, nor the employees of either, shall be deemed to be the servants, employees, or agents of OEP or Company. Contractor shall be responsible for providing any labor, materials, equipment, transportation, and facilities necessary or appropriate to timely and properly complete the Services in accordance with the provisions of the Agreement. Contractor is not under the control of OEP or Company as to the manner and means by which it provides Services to Company, and retains full supervision and control over contractor's employees, including wages, benefits, health insurance, vacation, and any other employee benefits and including compliance with all occupational safety, welfare and civil rights laws, payment of employee taxes, and any and all other laws regulating employment. In acting as an independent contractor, Contractor is not eligible for unemployment or workman's compensation. Contractor is responsible for all applicable payroll and government taxes.

### **8.2 Compliance with Laws, Safety and Drug Testing, and Code of Conduct.**

8.2.1 Contractor shall comply, and shall cause all of its subcontractors and agents to comply, with all statutes, rules, regulations, ordinances, requirements, judgments, decrees, and orders of each governmental authority, agency or court having jurisdiction over the Services, Contractor or the site where the Services will be performed.

8.2.2 Contractor shall be responsible for the safety of its own employees, subcontractors and agents at all times during the performance of any Services. Contractor shall not, however, have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures of operation or the safety precautions and programs in connection with the operation of the Facilities by Company. Absent advance written consent from Company, the possession or use of firearms, ammunition or weapons by Contractor and its suppliers, agents or invitees or any party acting under Contractor's direction or control is prohibited at all Company job sites, offices, or locations.

8.2.3 Contractor and each of its subcontractors and agents shall comply with all requirements of the United States Department of Transportation's ("DOT") Drug and Alcohol Testing Program pursuant to Title 49, C.F.R., Parts 192 and 199 during the term of this Agreement, if applicable, with respect to its employees, subcontractors, suppliers, agents or invitees or any party acting under Contractor's direction or control in connection with the performance of the Services or for whose acts Contractor may be liable; and further shall:

- (i) conduct legitimate and adequate criminal background checks reasonably satisfactory to Company based upon the scope of the Services prior to commencement of the Services and during the term of this Agreement;
- (ii) retain all original records (or legible copies thereof) connected to such drug testing and background checks as legally required or if not legally required, until one (1) year after the expiration or termination of this Agreement or as required by Company; and
- (iii) upon request of Company and subject to applicable law, furnish Company copies of any results of the mandated testing and completed background checks.

8.2.4 In performing Services pursuant to this Agreement, Contractor shall comply with Company's Code of Business Conduct and Ethics, which is available at [www.eqt.com](http://www.eqt.com) (click on Investors, then Governance, and then Code of Business Conduct and Ethics) and which is updated from time to time, unless Contractor has issued, provided to Company, and complies with its own similar code ("Contractor Code") and such Contractor Code complies with all applicable laws, the U.S. Federal Sentencing Guidelines and all other applicable incentives and standards issued by FERC concerning ethics and compliance.

**8.3 Force Majeure.** Any delays in or failure of performance by Company or Contractor, other than payment of money owed for services previously rendered, shall not constitute default hereunder if, and to the extent, such delays or failures of performance are caused by occurrences or circumstances beyond the control of Company or Contractor as the case may be, including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities;

compliance with any order or request of any governmental authority; act of war, rebellion, or sabotage or damage resulting therefrom; fires, floods, explosions, accidents; riots or strikes or other concerted acts of workmen, whether direct or indirect; or any other causes, whether or not of the same class or kind as those specifically above named, which are not within the control of Company or Contractor respectively, and which by the exercise of reasonable diligence Company or Contractor are unable to prevent. Accordingly, the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost as a result thereof. Contractor acknowledges that such extension shall constitute full compensation and accommodation with respect to the performance of the Services.

#### **8.4 Confidentiality.**

8.4.1 Contractor covenants and agrees that, during continuance of this Agreement, it will not, except insofar as required by law, without the prior permission of Company use, disclose, or permit to be disclosed, or, in case of documents in any format, reproduce or permit to be reproduced to any person confidential information acquired from or given by Company to Contractor in the course of carrying out Services under this Agreement.

8.4.2 For the purpose of this Article 8.4, "confidential information" shall include:

(i) designs, drawings, engineering plans, calculations, formulae, techniques, trade secrets, inventions, discoveries, improvements, processes, business methods, product design information, patents and applications for patents, copyrightable work, software including object and source code, and related trade secrets or like information that has not been previously disclosed or reproduced without restriction by Company or has not become public knowledge;

(ii) commercial business information of Company, including the names and contact information for the existing and potential customers of Company, market research and studies, future business plans, business affairs, pricing, margins, discounts and costs.

8.4.3 All confidential information disclosed by Company shall remain the property of Company, shall be returned on termination of Services, and shall be used by Contractor strictly for the performance of this Agreement and no other purpose.

8.4.4 Contractor's confidentiality obligation hereunder shall not extend to information that: (i) at the time of disclosure, is or becomes a part of the public domain by publication or otherwise through no fault of Contractor; or (ii) Contractor can show was in its possession at the time of disclosure.

8.4.5 Contractor shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process, or as may be legally compelled by any tribunal or governmental or regulatory authority, but in such event Contractor shall promptly notify Company of the demand for information before Contractor responds to such demand.

8.4.6 Contractor shall be prohibited from using Company's name in advertisements, news releases, publicity statements, web sites, interviews, articles, brochures, client listings or other advertising or marketing materials without the prior written consent of Company.

8.4.7 The provisions of this Article shall survive the expiration or sooner termination of the term of this Agreement.

**8.5 Representations and Remedies.** Contractor makes no representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth in this Agreement. The parties' rights, liabilities, responsibilities and remedies with respect to the Services shall be exclusively those expressly set forth in this Agreement and are in lieu of any others available at law or otherwise.

#### **8.6 Damages.**

8.6.1 In no event shall Contractor (or any of Contractor's related companies) be liable to Company for any special, indirect or consequential damages, including specifically but without limitation, loss of profits or revenue; loss of use of any facility or property, including real property; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or similar damages to the extent arising from or related to the negligent performance or non-performance of this Agreement. The foregoing shall apply to



the fullest extent allowed by law irrespective of whether liability of Contractor is claimed or found to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability).

8.6.2 Company hereby releases, indemnifies, and agrees to hold Contractor harmless from any liability arising from Company's or Company's assignee's ownership, use or operation of the Facilities, or any part thereof.

**8.7 Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned upon prior written notice to any person, firm, or corporation acquiring all or substantially all of the business assets of such party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

**8.8 Subcontracts.** Contractor may subcontract any portion of the Services to a subcontractor only upon the written approval of OEP. In no case shall OEP's approval of any subcontract relieve Contractor of any of its obligations under this Agreement. Notwithstanding the above, Contractor may have portions of the Services performed by its related and affiliated entities or their employees, in which event Contractor shall be responsible for such Services and Company shall look solely to Contractor as if the Services were performed by Contractor.

**8.9 Review of Accounts.** Until acceptance under Section 6.2 of this Agreement and for one (1) year thereafter, Company shall have the right, at reasonable times and upon reasonable notice, to review and audit any and all records and accounts relating to the performance of Services or to any invoice submitted for payment by Company under this Agreement, provided however that such right shall not extend without prior written approval of OEP to the review or audit of any non-public studies, reports, or materials prepared under the direction of OEP as part of the Services.

**8.10 Notices.**

8.10.1 Contractor shall immediately notify OEP and Company of (i) any incident, accident, action, loss, or existence of any unsafe or other condition which involves or could involve personal injury or property damage or loss relating to the Services, and (ii) any potential, actual or pending site inspection, investigation or inquiry by any governmental authority outside the scope of this Agreement. If notice is first given orally, Contractor shall provide written notice as soon as possible.

8.10.2 All notices pertaining to this Agreement shall be in writing and shall be sufficient when sent by registered mail, or by U.S. mail or facsimile (with oral confirmation) to:

Company:

[EQT LEGAL ENTITY]  
2200 Energy Drive  
Canonsburg, Pennsylvania 15317  
Attn: Supplier Relationship Management  
Email: megan.bogats@eqt.com  
cc: Legal Department

OEP:

(Name)  
Office of Energy Projects  
Federal Energy Regulatory Commission  
888 First St., N.E.  
Washington, D.C. 20426  
EMail: (EMail)

Consultant:

[CONSULTANT LEGAL ENTITY]  
[CONSULTANT PRINCIPAL]  
Contact: General Counsel

**8.11 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In

the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

**8.12 Interpretation.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania (excluding provisions thereof which would apply the laws of another jurisdiction as governing law), and the courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction to entertain injunctive relief and all other actions arising in connection with the Agreement or the Services.

**8.13 Miscellaneous.**

8.13.1 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

8.13.2 If any one or more of the provisions or parts of this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, then in such jurisdiction the remaining provisions or parts hereof shall be severable therefrom and shall not in any way be affected or impaired by the severance or the illegality, invalidity or unenforceability of the provision or part.

8.13.3 The parties agree that there are no intended third party beneficiaries of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the Effective Date.

**CONSULTANT**

**COMPANY**

[CONSULTANT LEGAL ENTITY]

[EQT LEGAL ENTITY]

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **Appendix B - Bid Pricing Form**

**[See Separate Excel File]**

## APPENDIX C

### COMPLETE EITHER THE REPRESENTATION OR THE DISCLOSURE – NOT BOTH

#### OCI Representation Statement

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

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

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

Organization : \_\_\_\_\_

#### OCI Disclosure Statement

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

- For ease of presentation, the OCI information is divided into four parts, indicating whether the possible OCI is: organizational, contractual, financial, or other;

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

- The company, agency, organization in which I (or my organization) have a past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
- A brief description of the relationship;
- The period of the relationship;
- The extent of the relationship (such as value of financial interest of work; percent of total holdings, total work, etc.); and
- A mitigation plan, if necessary.

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

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

Organization: \_\_\_\_\_

## APPENDIX D

Name of Person  
or Organization: \_\_\_\_\_

### OCI Questionnaire<sup>1</sup>

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

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

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

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

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

16. If the answer is yes, please list the name(s) of the project(s) and the work being performed.

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

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

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

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

Organization: \_\_\_\_\_

## APPENDIX E

### CONTRACTOR CEII NON-DISCLOSURE AGREEMENT

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

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

By: \_\_\_\_\_

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

Representing: \_\_\_\_\_

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



**APPENDIX F**  
OCI Certification

I, (*applicant representative*), am responsible for reviewing proposals received in response to Mountain Valley's Request for Proposals for the preparation of an Environmental Assessment and related documents and services for the proposed Southgate Project.

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

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

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

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

**APPENDIX G**  
***Sample Memorandum of Understanding***

*(The purpose of the MOU is to establish mutual agreement between the applicant, the third-party contractor, and the OEP staff regarding the roles and responsibilities of each party. Although the language may vary, the concepts as worded below must be incorporated into the MOU and included as mandatory provisions of the finalized contract.)*

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**FEDERAL ENERGY REGULATORY COMMISSION**  
**the (Applicant's Name) and**  
**the (Contractor's Name)**

- a. **Background.** The Energy Policy of 1992<sup>1</sup> and related regulations provide for the use of third-party contracts to assist agencies in satisfying the requirements of the National Environmental Policy Act (NEPA).<sup>2</sup> In its "Forty Questions" issued in the Federal Register on 23 March 1981, the Council on Environmental Quality indicated the term "third-party contract" referred to contractors paid by the applicant but selected by the agency. 40 CFR 1506.5(b)(4) further stipulates that the contractor must submit a disclosure statement specifying any financial or other interest in the outcome of the action. If the NEPA document is prepared with third-party contract assistance, the responsible agency must participate in the preparation and shall independently evaluate the NEPA document prior to its approval. The agency must also take full responsibility for the scope and contents of the NEPA document (40 CFR 1056.5(b)(2)).

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

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<sup>1</sup> 16 U.S.C. 797d.

<sup>2</sup> 42 U.S.C. §§ 4321-4370h (2012).

The contract between the Applicant and the Contractor will be executed pursuant to the third-party contracting procedures set forth in 40 CFR 1506.5 and as described in the FERC Handbook for using Third-Party Contractors to Prepare Environmental Documents (July 2022).

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

#### **b. Obligations of the Applicant**

The Applicant agrees to perform the following tasks:

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

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

- I. The Contractor certifies that it has no conflict of interest in performing the work required under the contract and certifies that it has no financial or other interest in the outcome of the Commission's review.

- II. The Contractor certifies that its Organizational Conflict of Interest (OCI) Statement provided to FERC for review prior to selection is accurate.
- III. The Contractor has a continuing obligation to identify conflicts of interest that may arise because of changes in corporate identity, affiliation, structure, or ownership, or changes to the contract throughout the actual performance period of the work. Therefore, the OCI Statement must be refreshed on an annual basis, at a minimum, and more frequently if the Contractor's business relationships have changed in a manner that affects the previously submitted OCI Statement.
- IV. In the event an OCI is discovered after award, the Contractor certifies that it will immediately notify the OEP Environmental Project Manager and will submit a plan to mitigate the conflict. The mitigation plan will be submitted to FERC's Office of General Counsel – General and Administrative Law for review and written determination as to whether the plan can be implemented within 30 days of the identification of an OCI.
- V. The Contractor agrees to only communicate with the Applicant on financial issues related to the executed contract, unless OEP staff is present and subject to any disclosure and ex parte requirements.
- VI. All work performed by the Contractor will be under the direction of and meet any timeframes established by OEP Staff. General duties of the contractor are listed in Chapter 2.4 of the Handbook for Using Third-Party Contractors to Prepare Environmental Documents. These duties are also listed within the sample Request for Proposals included in Chapter 3 of the Handbook.
- VII. The Contractor shall not replace the Project Manager, assistant Project Manager, or other key employee or subcontractor personnel without the prior consultation of the OEP staff.

#### **d. Obligations of OEP**

- I. OEP will select the Contractor, based on its independent review of the technical, managerial, personnel, and OCI aspects of each proposal.
- II. OEP will set the schedule for completion of the NEPA document and all associated documents.

- III. OEP will be responsible for providing technical direction to the Contractor throughout the NEPA review process.
- IV. OEP will identify all information necessary to complete its review and will decide on the inclusion or deletion of all material in the NEPA document.
- V. OEP staff has the right, at any time and in their sole discretion, to have any personnel of the Contractor, or the Contractor's subcontractor, either temporarily or permanently dismissed from the project.

**e. Expiration**

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

**f. Termination**

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

**g. Effective Date**

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

## SIGNATURES OF AGREEMENT

### **Federal Energy Regulatory Commission**

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Signature

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Typed Name

Director, Office of Energy Projects

Typed Title

---

Date

### **Applicant**

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Signature

---

Typed Name

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Typed Title

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Date

**Contractor**

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Signature

---

Typed Name

---

Typed Title

---

Date

## **Appendix H - Project Overview Map**





- 
-  MVP
  -  EQT TRANSMISSION ASSETS
  -  TRANSCO PIPELINE
  -  MVP BOOST COMPRESSOR STATION WORK

