

The following information is part of **Addendum #2** to the RFP to Support Engineering – Scale ROTA-CAP™ System for CO₂ Capture. This RFP was issued on 8/15/25.

Additional clarification questions were raised and GTI Energy's (GTI's) replies are shown in Addendum #2.

Questions are listed followed by GTI's reply.

Q1: Can GTI confirm what insurance liability limits are required or provide the terms and conditions of purchase?

A1: GTI has the following minimum insurance requirements. GTI will negotiate the terms and conditions with the selected bidder.

Minimum Insurance Requirements:

INSURANCE: Seller shall indemnify, defend and hold harmless Buyer, its sponsor, and their respective directors, officers, employees and agents (collectively the "Indemnified Parties") from and against any and all claims of any kind, including, but not limited to, liability for injury to persons or damage to property, including environmental damage, arising out of, as a result of or in connection with Seller's performance hereunder, including any and all expenses, costs, attorneys' fees, settlements, judgments or awards incurred by the Indemnified Parties in the defense of any such claim or lawsuit. Seller shall take all precautions necessary, special or otherwise, and shall be responsible for compliance with all Federal, State and local safety laws in the performance of work hereunder. Without in any way limiting the foregoing undertakings, Seller and its subcontractors shall maintain insurance and furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

- Workman's Compensation - Statutory limits for Illinois.
- Commercial General Liability in amounts of not less than Two Million Dollars US (\$2,000,000 US) per occurrence and Five Million Dollars US (\$5,000,000 US) in the aggregate.
- Automobile Liability Insurance in amounts not less than One Million Dollars US (\$1,000,000 US) combined single limit (bodily injury and property damage); and
- Professional Liability Insurance in amounts of not less than Two Million Dollars US (\$2,000,000 US) per occurrence.

Contractor shall maintain all insurance required herein for the duration of this Purchase Order and, with respect to Professional Liability Insurance, for at least three (3) years following final completion and acceptance of the Work. GTI Energy shall be named as additional insureds on all such policies (other than Workers' Compensation Insurance and Employer's Liability Insurance) and coverage of such additional insureds shall be primary and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

Certificates stating the amount of coverage, number of policy and date of expiration must be furnished prior to any performance of work. Seller shall provide Buyer with written notice 14 days in advance of the date any of the above insurance policies will lapse or be canceled.

Q2: Buy America requirements – Is this system considered public infrastructure or used primarily for a public purpose?

A2: Bidders shall consider the infrastructure within the scope of the RFP to be subject to the Buy American Requirements for infrastructure projects.

Q3: Buy America requirements – What documentation must be supplied for manufactured components to ensure 55% of the total cost is US based? Does this apply to all instrumentation, equipment and control hardware?

A3: It is recommended that 2 CFR 184 be referenced for details on this item. GTI cannot provide interpretations or legal advice to third parties. A written statement certifying the source of materials in an itemized list showing the % of US sourcing is an example.

Q4: For the Buy America Requirement clause, clarification is needed on the manufactured products required to be 55% manufactured in the US. Does that apply to individual components or the system overall?

A4: GTI believes this applies to individual components and not the overall system. GTI recommends that section B.2 of the requirement be reviewed for details on this item as GTI cannot provide interpretations or legal advice to third parties.

Q5: What qualifies as a manufactured product? Is that just fabricated products like steel and pipe or does that include equipment, instruments, and valves? There are also waivers that can be submitted for non-availability or unreasonable cost. Can we assume waivers will be granted? It will increase lead time, but there will be several instances where getting them would save substantial costs.

A5: Bidders are encouraged to review the definitions provided in 2 CFR 184.3 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184/section-184.3>) for Manufactured Products, which defines a Manufactured Product to consist of:

“Articles, materials, or supplies that have been:

(i) Processed into a specific form and shape; or

(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.”

Regarding waivers, GTI is unable to provide guidance on whether DOE-NETL will approve/grant waivers. Bidders are encouraged to clarify whether any waivers are accounted for within the submitted bid, and supporting language should be included to clarify the impact on the bid should any waivers accounted for not be granted.

Q6: Are there additional building permit requirements in PA for enclosing the process modules? Do we need to add HVAC for example?

A6: The Host Site (U. S. Steel) has stated to GTI that there are no additional permits/requirements that apply in Pennsylvania.

Q7: Is there a preferred vendor for GCs/gas analyzers?

A7: As a general point of clarification, GTI's technical documents specifically reference GCs in some locations, but the primary intention is for online gas analyzers to be present. GTI has had good experiences with HORIBA gas analyzers, in particular their Continuous Emission Monitoring (CEM) systems such as their PG-350 unit (mentioned for reference only). Other manufacturers offer similar technologies as well, but Horiba is recognized in this field. Bidders may propose the use of alternate vendors or gas analysis technologies if deemed to be better suited for the application.

Q8: What values from the GCs/gas analyzers need to be visible via the PLC? The instrument list shows the type as AI, but this is likely a fieldbus or OPC device, can this be assumed?

A8: The values from the gas analyzers that need to be visible via the PLC and tracked in the data collection system are the gas concentrations measured. For most of the gas analysis points in the system, the measurements consist of CO₂, O₂, CO, SO₂, and NO_x concentration. In some instances, the concentrations of certain components are intended to be tied to alarms, for example the high SO₂ concentration alarm on AT-0103.

It is acceptable for Bidders to propose alternate instrument types that deviate from the instrument list provided by GTI if Bidders determine that a different type of instrument is more applicable or suitable to the application. Bidders shall clarify any such deviations as part of the submitted bid, so that GTI can review the proposed change.

Q9: Are there any risks of solvent vapors collecting in an enclosed module such that the electrical classification of instruments would need to be changed from general purpose to Class 1, Division 2?

A9: For bidding purposes, assume the classification is general purpose and as detailed engineering is performed with the selected bidder the classification of the instruments will be finalized, and if necessary, a change order can be issued if the area classification changes.

Any questions or clarifications on this Addendum should be directed to Mark Stevens (mstevens@gti.energy) and GTI will reply and document future clarifications in subsequent addendums, as needed.

END OF ADDENDUM #2
