



***Utah Associated Municipal Power Systems “UAMPS”
Carbon Free Power Project “CFPP”***

**Request for Qualifications
 (“RFQ”)**

***Issue Date: October 5th, 2018
Submission Deadline: October 26th, 2018 4:00PM MDT***

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1. Introduction

1.1 Utah Associated Municipal Power Systems “UAMPS”

UAMPS is a joint action agency that currently has forty-five (45) members in Utah, Idaho, Wyoming, New Mexico, Nevada, Oregon, Arizona, and California. All UAMPS members own and operate a local electric utility system providing integrated electric service to residential, commercial, and industrial customers. UAMPS owns and operates several electric generation projects and it also participates in jointly-owned projects with other utilities in the intermountain west.

1.2 The Carbon-Free Power Project

As a project-based organization, UAMPS has created the Carbon Free Power Project (“CFPP”). The purpose of the CFPP is to investigate the feasibility and development of carbon-free generation including advanced nuclear technologies such as small modular reactors (“SMR”). The UAMPS CFPP is currently focusing its efforts on using the NuScale technology.

1.3 NuScale Power LLC (“NuScale”)

NuScale Power is a company that owns the exclusive rights to the NuScale Power Module (NPM), an innovative pressurized, light water reactor developed by Dr. Jose Reyes and a team from Oregon State University. The technology is centered on a design utilizing natural circulation and passive safety features. The NPM is a factory fabricated, an integral reactor vessel surrounded by a high-pressure steel containment, which when coupled to its factory fabricated power generation equipment can produce up to 60 megawatts of electricity. A NuScale power plant can house up to 12 of these modules for a total facility output of up to 720 megawatts gross.

1.4 Department of Energy “DOE”

The DOE may provide funds directly or indirectly to the Recipient or Subrecipient under DOE Award No. DE-NE0008369 for use in the procurement of services with the Respondent of this RFQ. Therefore, UAMPS is subject to certain Award provisions and requirements. As a result, UAMPS has developed a Procurement Procedure for the acquisition of items or services and has established certain administrative controls associated with receiving federal funding. Any contract that is awarded out of this process will have certain required provision pursuant to the DOE Award No. DE-NE0008369 that are more fully described in Section 8 herein.

1.5 RFQ Objective

The objective of this RFQ is to qualify and ultimately retain through a formal RFP, an experienced, independent, full-service Owner’s Engineer to assist UAMPS in the review, development, implementation and operation of the NuScale SMR based power plant.

1.6 Target Audience

UAMPS is targeting generation engineering firms with experience in nuclear power design, licensing, development, engineering and construction and operation, and the

ability to provide full-service owner's engineering services through all phases of a nuclear plant lifecycle.

2. Request for Qualifications

2.1 Intent to Respond and other Inquiries

Please submit your intent to respond to this RFQ and all questions, interpretations or clarifications, either administrative or technical about this RFQ by 12:00PM MDT, October 12th, 2018 to RFP@uamps.com. For additional Information about UAMPS, please visit www.uamps.com. For information about NuScale power and the nuclear technology, please visit www.NuScale.com.

UAMPS will host an Informational Call at 1:00 PM MDT October 12th, 2018. Conference Call information will be emailed to those who have submitted an Intent to Respond to this RFQ.

2.2 Closing Date

Electronic responses must be submitted to the RFP@uamps.com no later than Friday, October 26 at 4:00PM MDT. Electronic Proposals only will be considered. Proposals are to be limited to 20 pages, excluding resumes (resumes should be limited to one page per person) and example projects.

UAMPS may cancel the RFQ for any reason.

2.3 Late Responses

Late responses will not be accepted.

2.4 Qualifications Review Committee

UAMPS review committee will consist of the General Manager, General Counsel, Procurement Executive, Procurement Representative, Contract Technical Lead and the Manager of Generation.

2.5 Review and Selection

This RFQ is being used for pre-qualification purposes:

The qualifications review committee will check responses against the Submission Requirements in Section 5, and the ability to perform and deliver the Scope of Services in Section 4. Responses not meeting all the Submission Requirements will not be considered for RFP selection. Respondents will be scored by the Qualifications Review Committee. Upon qualification, the short-listed Respondents will be provided with a copy of the RFP and a draft of the Owner's Engineering Services Contract.

2.6 Signed Responses

Electronically submitted responses may be signed electronically or scanned electronically in a cover letter.

2.7 Acceptance of Responses

The RFQ is not a binding agreement to contract for Owner’s Engineering services. Responses to this RFQ are assessed by the Review Committee and scored based on proprietary evaluation criteria previously determined in UAMPS Procurement Procedures and Evaluation Criteria determined prior to the issuance of this RFQ. Upon qualification and selection for the shortlist, Respondents will be contacted with a Request for Proposal (“RFP”) and a draft Master Services Agreement for Owner’s Engineering Services.

3. Scope of Services

UAMPS is seeking project management support, project technical review and Owner’s Engineer review/oversight for the continued development of its CFPP, including Owner’s Engineering activities needed to support preparation of a Combined Operating License Application (“COLA”) utilizing NuScale’s small modular reactor(s) at UAMPS’ site on or near the Idaho National Lab (“INL”) southwest of Idaho Falls. Subject to the completion of certain project milestones, project subscription, appropriate CFPP participants, UAMPS Board actions or approvals, and upon the final selection as a result of a formal RFP, the respondent shall provide the following key services, but not limited to:

- An independent engineering review and report to UAMPS as a requirement to the DOE’s Loan Guarantee program. The independent engineer’s report will include a review, evaluation, analysis, and recommendations in the following areas:
 - a) NuScale’s base technology,
 - b) CFPP feasibility;
 - c) engineering and design approach;
 - d) integrated project schedule, including the schedule for completion;
 - e) cost estimates and technical input to the financial model;
 - f) contractual requirements and arrangements;
 - g) proposed supply chain;
 - h) project risks, including mitigation activities and milestones;
 - i) direct labor requirements during construction and operation;
 - j) siting and permitting;
 - k) performance testing and commissioning;
 - l) operation and maintenance; and
 - m) decommissioning plan and costs.
- Technical assistance and engineering reviews and cost estimates of key NuScale technical reports plant design features as provided by NuScale and Fluor.
- Ongoing reviews of strategic development and project deliverables including project strategies within the NRC licensing and regulatory framework.
- Non-Safety Related Balance of Plant engineering services
- Electrical Interconnection and Relay Scheme review

- Representing UAMPS and the CFPP with the EPC contractor and technology vendors
- Develop detailed Project (Execution) Plans including detailed, integrated resource-loaded schedules.
- Perform various project support functions related to assessing continued SMR deployment.
- HAZOP Review
- Provide other support as requested or required

4. Evaluation Criteria

The Qualifications Review Committee will make a technical assessment the Respondents ability to perform the detailed scope of services described in Section 3 along with a scoring assessment based on the Evaluation Criteria in this Section.

A commercial assessment will follow during the RFP process.

This qualification criteria includes:

A. Company Experience

- a. A demonstrable history and success in performing Owner’s Engineering services for nuclear generation owners and operators in the United States.
- b. A demonstration that the Respondent has sufficient staffing and institutional bandwidth necessary to perform and deliver full-service owner’s engineering services in the nuclear energy space.
- c. Proven capacity to perform and deliver the project requirements on time and on budget.
- d. Position Papers, White Papers or other original reports or engagements that would support the Respondents qualifications in the nuclear generation space.

B. Project Team

- a. Personnel resources as required in Section 5.C. below.

C. Understanding the Scope of Services

- a. Knowledge and understanding of the detail behind the general Scope of Services outlined in Section 3 above and necessarily required by UAMPS as a potential nuclear plant owner.

D. Technical Ability

- a. The Respondents experience and understanding of:
 - i. Traditional nuclear reactor technology
 - ii. Advanced Nuclear Reactors;
 - Including Small Modular Nuclear reactor technologies, especially the NuScale NPM technology and the associated Safety-Related design.
- b. The Respondents experience and success with Nuclear Regulatory Commission (“NRC”) Engagement, including but not limited to;
 - i. Direct experience with the NRC and other regulatory agencies.

- ii. A description of any strategy or approach to be used to work successfully with the NRC as it pertains to technical engineering issues that may arise in the regulatory framework.
- c. Nuclear Quality Assurance (“QA”) Program
 - i. Describe the extent the Respondent can meet minimum QA requirements under:
 - 10CFR Part 50, Appendix B
 - 10CFR Part 21
 - NQA-1
 - ANSI N45.2
 - 10 CFR 72, Subpart G
 - d. Balance of Plant (BOP) experience,
 - i. Safety Related
 - ii. Non-Safety Related.

E. Knowledge of the Customer

- a. Respondents understanding and experience experience working with public power entities such as UAMPS.

5. Submission Requirements

A. A statement of interest.

B. 3 Professional Client References including:

- a. Client Name
- b. Project Name(s)
 - i. Website references, if available.
- c. A summary of project scope of work.
- d. A description of successes and lessons-learned including: overall project management, project schedule, cost management, etcetera, while in the performance of the stated scope of work.
- e. Client Point of Contact
 - i. Full Name
 - ii. Email Address
 - iii. Phone Number

C. Organization Chart

- a. Name the Project Representative or Project Manager that will be dedicated to the UAMPS CFPP.
- b. List the available Subject Matter expertise of the Respondent and the Subject Matter Experts (“SME”) available in each capacity and other key team members. Include the names and titles of these people available to work on the CFPP. Include the Resumes or CV of each SME and key team members.

D. Responses to each of the listed Evaluation Criteria listed in Section 4.

E. Ability to accept the contractual requirements in Section 8 below.

6. Conflict of Interest

A conflict of interest exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence which includes a perceived conflict where someone might reasonably perceive there to be such benefit and influence. A conflict of interest occurs when a staff member or consultant attempts to promote a private or personal interest that results in any interference with the objective exercise of their job responsibilities or gains any advantage by virtue of his/her relationship with UAMPS. Conflicts of interest may be real, potential or perceived.

The respondent should disclose conflicts of interest, in writing, to the review committee who will consider the nature of the respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the respondent needs to take to remedy the conflict of interest.

As part UAMPS' Procurement Procedures to ensure objective supplier performance and eliminate unfair competitive advantage, suppliers that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals have been excluded from the bidders list for such procurements.

7. Limitations

Any entity responding to this RFQ shall do so at its sole expense; Respondent is wholly responsible for any costs it incurs in responding to this RFQ. UAMPS may reject any or all Proposals submitted or cancel the RFP.

8. Contractual Requirements

8.1 DOE General Flowdown Requirements

These Department of Energy flowdown requirements are applicable to all procurement actions that a federal agency funds in whole or in part, regardless of dollar value of scope of supply. In the event of a conflict between this Section and any provision in the UAMPS Master Services agreement or any Contracts or procedures enacted to meet the terms of the Master Services Agreement, this Section shall prevail.

- a) No DOE Deliverables, reports, or submittals under this Contract may contain any protected Personally Identifiable Information. Personally Identifiable Information (PII) is any information maintained by the Supplier about an individual, including but not limited to, education, financial transactions, medical history and criminal or employment history, and information that can be used to distinguish or trace an individual's identity, such as his/her name, social security number, date and place of birth, mother's maiden name, biometric data, etc., and including any other personal information that is linked or linkable to a specific individual.

- b) Supplier acknowledges that, to the greatest extent practicable, all items purchased under this Contract will be sourced from within the United States or comply with Buy American Act and Trade Agreements Act requirements.
- c) Supplier shall obtain UAMPS approval for all subcontracts in excess of \$5 million, including all options and/or material modifications thereto. Supplier shall notify UAMPS of any anticipated subcontracts estimated at \$5 million including all options and modifications.
- d) Supplier certifies that neither it nor its principals are debarred or suspended by any federal agency from bidding in connection with or performing work under this Contract. Supplier must certify that its first-tier subcontractors are not excluded or disqualified from doing business with the federal government, prior to entering into any subcontract.
- e) Supplier will maintain documents related to its performance under this Contract for not less than three years from the date of submission of the final expenditure report or, for federally-funded Contracts that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report (2 CFR § 200.336). Supplier agrees to cooperate with UAMPS to provide the federal government unrestricted access to any records that are pertinent to this Contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion related to such documents. (2 CFR § 200.336).
- f) Supplier will comply with the real property and equipment requirements set forth in 2 CFR § 200.310-316, when purchasing real property or equipment using federal or costshare funds.
- g) Supplier shall allow UAMPS access, with 30-day written notice, to any real property or equipment purchased using federal or cost-share funds, for inventory.
- h) Upon request, Supplier shall provide for UAMPS's review and acceptance a copy of its property management plan/program. With 30-day written notice, Supplier shall provide UAMPS access to its facilities to conduct a program audit.

8.2 Travel Policy for Federally Funded Agreements

This travel policy is applicable to all procurement actions funded in whole or in part with Federal funds, regardless of dollar value or scope of supply. The intent of this policy is to provide general guidance regarding allowability of costs but is not intended to be all inclusive. For clarification on any aspect of the General Services Administration (GSA) Federal Travel Regulations (FTRs), visit http://www.gsa.gov/graphics/ogp/FTR_entire.pdf. This attachment replaces in its entirety any travel reimbursement language contained elsewhere in the Agreement.

Current per diem rates are available at: <http://www.gsa.gov/portal/content/104877>

Current personally-owned vehicle (POV) rates are found at:
<http://www.gsa.gov/portal/content/100715>

1. BUSINESS TRAVEL/SHORT TERM ASSIGNMENT (LESS THAN 90 DAYS)

- a. Costs incurred by or invoiced to UAMPS for authorized official business travel associated with temporary assignments, site visits or other travel (mobilization/demobilization for long-term assignments) shall be reasonable and allowable in accordance with 48 CFR, Part 31, Subpart 31.205-46 and this policy unless otherwise authorized by the contract manager.
- b. Cost for lodging, meals, and incidental expenses may be based on per diem, actual expenses, or a combination thereof, provided they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the GSA FTRs. This does not eliminate the requirement for submittal of lodging receipts.
- c. Lodging cost reimbursement will be limited to actual lodging cost up to the allowable lodging per diem. Lodging taxes are allowable up to the tax amount applied to the GSA maximum lodging rate and are in addition to the allowable lodging per diem. For example, if the GSA maximum lodging rate is \$100 and the actual expense is \$110, taxes would only be paid based on the \$100; the difference would be considered an unallowable cost to be shown as a reduction.
- d. If area lodging is not available at the GSA rate, document the search using www.fedrooms.com and provide a copy of the search with the expense report.
- e. The maximum per diem rates for meals and incidental expenses for partial travel days (e.g., day of departure and return) will be reduced to 75% of the maximum applicable per diem rate. Meals that are already paid for (such as through a registration fee for a conference) will reduce the meal per diem for that day by the amounts listed on the GSA web page for “Meals and Incidental Expenses (M&IE) Breakdown.” However, meals provided by a common carrier or a complimentary meal provided by a hotel/motel do not affect per Diem.
- f. Costs for transportation may be based on GSA Mileage Reimbursement Rates; actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge as described in the above referenced standard. Airfare costs in excess of the lowest priced airfare available during normal business hours are unallowable unless the exceptions noted in the above referenced standard are justified and documented.
- g. The Fly America Act requires use of American-owned airlines on most U.S. Government contracts. This requirement is also met when there is a “code-share” agreement with a foreign carrier. In such cases, the ticket/itinerary will show the American carrier’s “designator code” and flight number along with the foreign flight arrangements.
- h. Invoices submitted to UAMPS for travel compensation shall include the following information:
 - i. Date(s) and place(s) (city, town or other similar designation) of the expense.

- ii. Purpose of the trip.
- iii. Name of the person on trip and the persons title or relationship to UAMPS.
- iv. Receipts for all expenses except for M&IE per diem expenses of less than \$75. Justification and documentation for exceeding allowable costs or per diem rates where applicable.
- v. Breakout of GSA unallowable costs such as entertainment and alcohol.
- vi. Travel Expense Summary.
- vii. No markup is allowable on travel costs.

2. LONG TERM ASSIGNMENT (EXPECTED TO BE ON SITE 90 DAYS OR MORE)

a. Supplier Temporary Assignments

- i. This clause applies to Supplier employees that will be on assignment for more than ninety days. In order to be entitled for reimbursement for subsistence, the traveler must be a non-local Supplier employee. UAMPS reserves the right to request Supplier to provide documentation supporting non-local residence status.

b. Definitions: The following definitions shall apply:

- i. Official Duty Station: The location where the Supplier employee reports for work under the Agreement/Task Order.
- ii. Place of Abode: A home, address, or domicile considered by an individual as his or her permanent place of residence.
- iii. Local Employee: A Supplier employee whose Place of Abode is within a fifty (50) mile radius of the official duty station.
- iv. Non-Local Employee: A Supplier employee whose Place of Abode is more than a fifty (50) mile radius of the official duty station.
- v. Subsistence: An allowance for lodging, meals and all other expenses related to subsistence.

c. Non-Reimbursable Costs

- i. Costs for shipment or storage of household effects are not reimbursable.
- ii. No automobile shipment costs will be reimbursed without prior written authorization by UAMPS.
- iii. Automobile gasoline, laundry, personally-owned vehicle (POV) mileage at the Official Duty Station.

d. En Route Expenses

- i. Transportation to the Official Duty Station from point of origination via public carrier will be reimbursed (original receipts and boarding passes required) up to the equivalent of least cost economy air fare plus actual and reasonable expenses to and from the terminal. Maximum of one day travel authorized when traveling via public carrier.
- ii. Mileage costs via the most direct route for one vehicle will be reimbursed at current FTR rate per mile.
- iii. Mileage allowance is based on mileage between the authorized points of travel as listed in the Rand-McNally standard distance charts. Travel time is calculated at an average of three hundred fifty (350) miles per travel day.
- iv. Reimbursement for receipted toll charges is allowed over and above the mileage and meal & incidental (M&IE) allowances.
- v. Actual and reasonable lodging costs, up to the maximum government per diem rate for the overnight stopover location, will be reimbursed (original receipts required). Failure to provide original receipts could result in non-payment. The

- M&IE allowance will be the maximum allowed for the stopover location, payable for the authorized number of travel days.
- vi. M&IE includes meals, laundry, tips and telephone calls to reserve lodging accommodations.
 - vii. If the Supplier's employee obtains lodging from friends, work acquaintances or relatives (including members of the immediate family) with or without charge, no part of the lodging expense allowance is reimbursable. Neither costs based on room rates for comparable conventional lodging in the area nor flat "token" amounts will be considered reasonable.
 - viii. After the Supplier employee has reached UAMPS's designated location, settling-in (Supplier employee only) allowances are provided according to the U.S. Government's Lodging plus per diem System. The maximum reimbursement period is for thirty (30) days or until long term lodging is obtained, whichever occurs first.
 - ix. After the settling-in period, long term employees are reimbursed as described below.
- e. **Maximum Daily Per Diem (Subsistence)**
- i. After the settling-in period, an amount up to the FTR rates will be provided as subsistence. This Subsistence amount is intended to cover all costs of whatever nature, including but not limited to, lodging, furnishings, cable television costs, laundry, tips, etc.
 - ii. Daily per diem will be calculated based on MI&E FTR rates for the area assigned plus the actual daily cost of lodging not to exceed FTR rates.

Example: Assigned location Corvallis, OR.

- MI&E: \$46.00 per day (no receipts required),
 - Rental Car: Receipts = \$600 per/month,
 - Lodging:
 - Apartment lease for \$900.00 (\$30 per day)
 - Furniture/appliance/housewares rental: \$300/month (\$10 per day)
 - Total per Diem = (30 days x \$46) + \$600 + (30 days x \$40) or \$3,180.00.
- iii. Receipts for lodging are required in accordance with the FTRs. Employees who obtain long-term housing shall provide a copy of the lease agreement to the Contract Manager; the lease will serve as the lodging receipt.
 - iv. Receipts for furniture, appliance and housewares rental shall be submitted. A copy of the rental agreement may be provided to the Contract Manager in lieu of monthly receipts.
 - v. The combined monthly value of receipts for lodging and any furniture/appliances/housewares rentals when divided by the number of days in the month cannot exceed the daily FTR lodging rate.
 - vi. Receipts for automobile rental are required. Reimbursement shall only be for the cost of a compact or economy car plus associated taxes. No insurance or other extras are reimbursable.
 - vii. Prior to receiving any Subsistence compensation, Supplier's employees shall provide verification and proof that they have and are maintaining a Place of Abode outside of the local area prior to receiving any Subsistence. This verification may be in the form of Supplier employee's most current Income Tax Records substantiating that they

are indeed filing in another state or live outside the local region as defined under Non-Local Employee in this article; property tax records; and/or other documentation deemed as proof by the Supplier's employees. UAMPS reserves the right to accept or reject this verification. UAMPS reserves the right to periodically request these verifications on a case by case basis. Should Supplier's employee(s) elect to relocate and become a Local Employee, Supplier shall immediately notify UAMPS in writing and the Subsistence allowance shall cease.

- viii. Supplier's employees on assignment more than ninety (90) days may be authorized trips home, not to exceed a frequency of once every four (4) weeks, provided that a minimum of thirty (30) days remain on the assignment. Employee trips home are to be scheduled for weekends and will be on the employee's own time. Airline travel shall not exceed the actual economy airfare rates and must be justified with supporting receipts and boarding passes to receive reimbursement. Airline tickets must be purchased, at a minimum, two weeks in advance of the anticipated travel to obtain the economy airfare rate. Subsistence will not be paid during the period covering trips home. Failure to book an airline ticket in advance through no fault of UAMPS will result in the Supplier paying the net difference.
- ix. If Supplier's employee elects to travel to a location other than their home base, transportation is limited to the lesser of actual costs incurred or the amount that would have incurred for economy class round-trip air transportation home. No other costs whatsoever will be reimbursed. Only airline travel will be reimbursed. No M&I will be paid.
- x. If Supplier's employee elects to drive home, reimbursable transportation costs may not exceed the costs that would have incurred for economy class-round-trip airfare. No M&I will be paid.
- xi. If a Supplier employee elects to have an individual travel to the official duty station, then transportation is limited to the lesser of actual costs incurred or the amount that would have been incurred for least-cost, economy class round-trip air transportation home. Reimbursement under this paragraph is limited to one individual; and no other costs whatsoever will be reimbursed. Only airline travel, as stipulated herein, will be reimbursed. No M&I for the individual traveling will be paid.

f. Other Provisions

- i. In the event that employment is terminated as a result of failure to comply with UAMPS's drug policy, the Supplier's employee's entitlement to subsistence and other allowances are forfeited. In addition, all en route expenses previously paid by UAMPS shall be reimbursed by the Supplier.
- ii. Tax Implication: The determination of whether Supplier's employee is on temporary assignment for tax purposes is based on each Supplier's employee(s) particular "facts and circumstances," and not necessarily by the assignment status designation given Supplier's employee. It is the Supplier's employee's responsibility to determine if he or she is in fact on temporary assignment for tax purposes, and to file tax returns accordingly.
- iii. Lease Cancellation: When a temporary assignment is curtailed or cancelled at the direction of UAMPS for reasons beyond the Supplier's employee's control, not including non-performance or misrepresentation of qualifications

and/or educational requirements, and the Supplier's employee is unable to obtain a refund of the prepaid rent, expenses incurred will be reimbursed for the unused portion of the lease as long as appropriate documentation is submitted as evidence that such a situation occurred. Invoicing shall be in accordance with this Section.