

Jo-Carroll Depot Local Redevelopment Authority Savanna Industrial Park Pipeline or Non-Pipeline Alternative Project Request for Proposals

	General Information		
Project Description	Design, permit, construct, commission, operate, and maintain a local natural gas distribution system, fuel injection site, metering stations, and associated facilities necessary for supplying the Savanna Industrial Park.		
	Transportation services for the delivery of Resources to the Savanna Industrial Park in the duration of 5+ years. This Term duration is negotiable.		
	This project is funded by a grant in the amount of \$3,000,000, with a 20% required cost-share contribution (\$750,000) to be provided by the selected Proposer. JCDLRA seeks a contractor or team with demonstrated expertise in natural gas infrastructure, virtual pipeline systems, renewable energy integration, and/or utility-scale pipeline systems.		
JCDLRA Project Manager	Rob Davies, Deputy Director, JCDLRA		

Project Overview		
Phase 1 (appx. 6 months)	Planning, engineering design, and permitting	
Phase 2 (appx. 12 months)	Procurement, construction, and commissioning	
Phase 3 (5 years)	Operate, maintain, and deliver Resources	

RFP Timeline		
JCDLRA Issues Request for Proposals	9/3/2025	
Pre-Proposal Conference	9/16/2025 (11-12 CDT)	
Proposal Intent Deadline	9/26/2025 (5:00PM EDT)	
Final Day to Submit Questions	9/30/2025 (5:00PM EDT)	
JCDLRA Answers to Questions	No later than 10/7/2025 (within 1 week)	
RFP Responses Due	10/31/2025 (5:00PM EDT)	
RFP Selection Date	November-December 2025	
Contract Execution	January-March 2026	
Anticipated Resources in-Service Date	July 2027 (or sooner)	

9/17/2025: Mod 01. Adjusted language to reflect flexibility of gas delivery term. New language shown in red.

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Overview

A. Introduction

Jo-Carroll Depot Local Redevelopment Authority (JCDLRA) is soliciting Proposals from natural gas infrastructure, virtual pipeline, and other qualified companies to design, permit, construct, commission, operate, and maintain a local natural gas distribution system, fuel injection site, metering stations, and associated facilities necessary for supplying the Savanna Industrial Park.

The contractor is responsible for all project permitting and if JCDLRA decides to move forward with a project the contractor is expected to maintain the system for the term of the agreement. Respondents shall have demonstrated experience designing, planning, permitting, constructing, operating, and maintaining small-scale local gas-distribution systems, 'virtual pipeline' systems, and supply-side non-pipeline alternative systems for supplying natural gas. Respondents must have established onsite safety standards and professional licensure to perform services in the State of Illinois.

JCDLRA is breaking this project into 3 phases as illustrated in the table below:

Phase 1 (appx. 6 months)	Planning, engineering design, and permitting
Phase 2 (appx. 12 months)	Procurement, construction, and commissioning
Phase 3 (5+ years)	Operate, maintain, and deliver Resources

B. General Conditions

- 1. Each respondent is responsible for reviewing and understanding all terms of this Request for Proposal (RFP). Failure to thoroughly examine or request clarification on RFP terms may result in disqualification.
- 2. Any Proposal may be withdrawn at any time prior to the due date with a written request signed by the authorized respondent representative. Revised Proposals may be submitted up to the original due date/time.
- 3. Issuance of this RFP and receipt of Proposals does not commit the JCDLRA to move forward with an award or complete the project described. JCDLRA reserves the right to postpone the RFP award process, to accept or reject any or all Proposals received in response to this RFP, and to modify the scope of the project at any time.
- 4. An award under this RFP may not be based solely on the lowest price but will be made to the respondent with the overall best value Proposal. The successful Proposal will meet the project site design guidelines and provide service level acceptable to the JCDLRA.
- 5. The maximum contribution from JCDLRA is \$3,000,000 (sourced from State of Illinois Department of Commerce and Economic Opportunity grant funds). Proposers must contribute a minimum of 20% cost-sharing (20% of total project costs) and include documentation of the form of these cost-shared funds. Proposals that exceed

- \$3,000,000 in requested funds from JCDLRA AND/OR that do not provide a minimum of 20% cost-share will be considered non-responsive and will not be evaluated. See Appendix E for examples on cost-share calculations.
- 6. Proposals shall remain valid for 180 days after submission date of the Proposals. If JCDLRA decides to move forward with a certain Proposal, contract will be executed in the 180 day timeframe or contractors will be allowed to revise pricing.
- 7. Upon award, successful proposer shall secure all appropriate licenses to complete the scope of work included in this RFP.
- 8. Successful Proposer will enter into a formal Agreement with the JCDLRA and conform to terms and conditions set forth in this RFP and Appendix E in accordance with State of Illinois DCEO requirements.

C. Jo-Carroll Depot Local Redevelopment Authority Overview

Since 1999/2000 the JCDLRA has operated and managed the redevelopment of the Savanna Depot property, including the Savanna Industrial Park, leasing property and buildings to a variety of tenants and users, as well as securing grant funding for operational support and capital improvements. The development site within the Savanna Industrial Park (formerly part of the Savanna Army Depot) is an approximately 300 acre parcel of land transferred from the US Army, remediated to industrial use standards, and authorized for reuse. The Savanna Industrial Park is being redeveloped to attract additional businesses to the site. The Savanna Industrial Park is zoned for industrial, commercial, and mixed-use development and currently 10 organizations have operations at the Savanna Industrial Park. Site maps and related documents can be found here.

In 2018, the JCDLRA commissioned a <u>Facility Reuse Plan</u>, identifying several needs for the continued redevelopment of this site, including securing access to a reliable source of natural gas for current and future tenants.

Currently, there is no natural gas service available on the Savanna Industrial Park property which severely limits the ability of the JCDLRA to attract industrial tenants to the facility. The closest location of a large natural gas main is approximately 7 miles from the Savanna Industrial Park property. The most feasible route for a traditional service line interconnection, both financially and physically, is along Highway 84, from Savanna, Illinois. Alternate options include construction of a supply line across the Mississippi River from a major distribution line in Iowa, or pulling in a new line from the north through Hanover. The estimated cost for a traditional service line interconnection has been roughly estimated at approximately \$6 to \$10 million (2018\$). Moreover, the Savanna Industrial Park lies outside the service territories of the natural gas utilities that service the area.

JCDLRA has corresponded with gas utilities that service the area: Jo-Carroll Energy, Inc., Nicor Gas, and Clayton Energy. The Savanna Industrial Park is within the Jo-Carroll Energy, Inc. service area and past conversations have indicated that it is not economically feasible for them to service the Industrial Park. They have also indicated willingness to vacate the territory with the ICC if necessary.

Additional deterrents to pursuing a service line extension to the Industrial Park include the complex ownership of land and right-of-ways, and to minimize environmental impacts to the surrounding areas that would be caused by pipeline development. Much of the former Army Depot property has been transferred to the US Fish and Wildlife Service (USFWS), Illinois Department of Natural Resources (IDNR), and US Army Corps of Engineers (USACoE).

Since the 2018 Reuse Plan, the JCDLRA has engaged with several entities on conceptual and feasibility studies and secured state and federal grants to support the further development of this property. The JCDLRA is currently in the early feasibility planning phase for developing an anaerobic digester on-site. Most recently, JCDLRA was awarded a \$3M Regional Site Readiness Grant from the Illinois State Department of Commerce and Economic Opportunity (DCEO) to provide energy infrastructure to the Savanna Industrial Park.

The mid- to long-term vision for the Savanna Industrial Park is to serve as a key energy infrastructure distribution point in the upper Mississippi River area. Upper Mississippi River International Port District (UMRIPD) has completed a Port Master Plan study to realize this vision which would enable the Industrial Park to serve as a hub for energy activity. This is envisioned to include a renewable natural gas (RNG), compressed natural gas (CNG), liquefied natural gas (LNG) terminal, purpose-grown energy crop distribution/logistics, microhydroelectric power, green hydrogen, and/or other next generation fuel and energy sources. The development of this gas distribution system is a critical step towards realizing this future for the site and region.

D. Project Purpose

JCDLRA is issuing this RFP to provide natural gas service to the Savanna Industrial Park. JCLDRA is seeking the design, permitting, construction, commissioning, operation, and maintenance of a local gas distribution system at the Savanna Industrial Park to cover 300 acres of land.

JCDLRA is requesting Proposals that consider delivery of natural gas either through the extension of a lateral service line from the natural gas main or non-pipeline alternatives.

Non-pipeline alternatives are also sought in this RFP in the form of supplying natural gas via a 'virtual pipeline.' These virtual pipeline distribution modes could include truck, rail, and/or barge and CNG/LNG/RNG. As part of the draft Port Master Plan, conceptual plans were drawn for procuring natural gas via a 'virtual pipeline' as shown in figure 1 below.

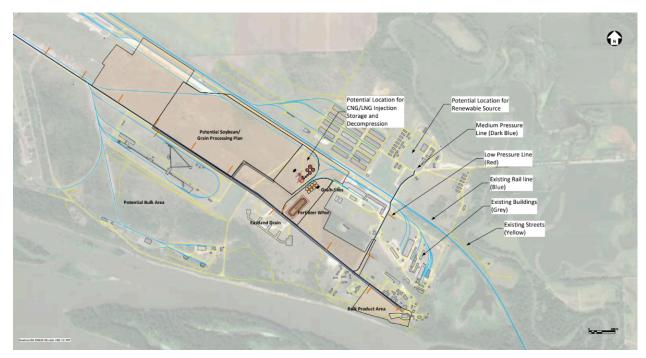


Figure 1. Savanna Industrial Park map showing potential locations for CNG/LNG/RNG injection, potential gas distribution lines, and other infrastructure.

For Proposals on virtual pipeline solutions, the Proposal scope must include the design, permitting, construction, commissioning, operation, and maintenance of the required fuel delivery site(s) and on-site fuel storage and decompression (if applicable) required to provide reliable, uninterrupted service to the tenants of the Savanna Industrial Park.

JCDLRA acknowledges that current natural gas demand by its tenants is zero. The majority of these tenants currently use on-site propane for heating needs. If a 'virtual pipeline' project is pursued, it is critical that storage be part of the demand to allow JCDLRA to build demand incrementally as existing buildings are converted to natural gas and new tenants establish operations in the Industrial Park. Prior feasibility analysis has estimated that a total of 24,000 lateral feet of pipe is necessary for the construction of the local Gas Distribution System within the Savanna Industrial Park.

JCDLRA is requesting a minimum natural gas demand of 230 dekatherms/day (7,000 dekatherms/month) at the in-service start date after which it is expected that demand will increase. This minimum natural gas demand is based on an analysis of similar-sized industrial parks and the demand of a major industrial anchor tenant. In winter months or at times of peak demand, it is expected the natural gas demand will be 400 dekatherms/day (12,000 dekatherms/month). As part of the contract, JCDLRA is also requesting assistance in assessing gas demand for future years as new tenants are attracted to the Industrial Park.

Envisioned tenants would include a mixture of industrial and commercial tenants for example:

Light- and Heavy-Industrial tenants: grain processing, grain milling, soybean crushing, railcar cleaning/repair, and shortline rail operations, dry dock, and warehousing Commercial tenants: Gas station/convenience store, restaurant, administrative offices

See section II.A and II.B for information on specific scope and needs requested.

Finally, JCDLRA is requesting Proposals that would be compatible and allow for a possible future interconnection to an on-site anaerobic digester and biogas upgrading system. Activities related to the design, permitting, construction, operation, and maintenance of the anaerobic digester, associated biogas upgrading equipment, and interconnection infrastructure are outside the scope of this RFP.

The term of the agreement associated with this RFP is expected to be 1/1/2026 – 6/30/2032 (18 months of engineering and construction followed by 5+ years of Resource delivery and asset management services). The duration of this term of Resource delivery and asset management services is negotiable and Proposers should specify the rationale for the Resource delivery term proposed. At the end of this term, if JCDLRA opts to continue to procure these Resources, JCDLRA will offer the selected Proposer priority in renewing the Resource delivery contract. Selected Proposer shall have first right of refusal in these negotiations.

If you are interested in collaborating with other potential Proposers to this RFP, please send an email to the RFP mailbox (RFP@savannaindustrialpark.org) by 9/19/2025, indicating such interest. JCDLRA will share your contact information with all other parties who are also interested in collaborating on this RFP for purposes of developing and submitting a Proposal.

E. Budget

The selected Proposal from this RFP will be paid through a State of Illinois DCEO Grant. This Grant is contributing \$3,000,000 of funds which can be used on bondable expenses. See Appendix D for activities that are considered bondable expenses per the terms and conditions of that grant.

A minimum of 20% cost-share (minimum of \$750,000) is required from the entity selected from this RFP. Eligible cost-share types: Cash contributions, in-kind services, equipment/material donations, or a combination, subject to JCDLRA approval. See <u>2 CFR.200.306</u> for more information on allowability of cost-shared funds. Firms must explicitly confirm in writing their ability and willingness to contribute the 20% cost-share requirement. Documentation of the proposed cost-share, including the source, valuation, and method of verification, must be included in the Proposal as Attachment D, Cost-Share Commitment Letter. **Proposal packages that do not include a Cost-Share Commitment Letter will be considered non-responsive and will not be evaluated.**

Note that the State of Illinois DCEO Grant amount is a firm amount and represents the maximum amount that JCDLRA is able to pay a Proposer. Cost-recovery is permissible for the

awardee of this contract for the duration of the Term, however the mechanisms of cost-recovery must be explicitly stated within the Proposal.

II. RFP Scope and Needs

A. Work and Services Requested

1. Required Needs/Services

<u>Pipeline or Non-Pipeline Alternative Project</u>. The work requested under this Request for Proposal for the Pipeline or Non-Pipeline Alternative Project includes all work required to design, construct, commission, operate, and maintain the Pipeline or Non-Pipeline Alternative Project, including the following:

Phase 1 (Planning, design, and permitting)

- a) Planning support to properly plan, perform Resource demand forecasting, and size the local gas distribution system appropriate for the envisioned tenants.
- b) Detailed engineering and system design, including safety systems, pressure regulation, metering, and SCADA integration of a natural gas pipeline system.
- c) Obtain all federal, state, county, and/or municipal permits (including conditional use permits), authorizations, consents, registrations, variances, and other approvals required by Proposer for the construction, operation, and maintenance of the Pipeline or Non-Pipeline Alternative Project, together with any crossing or encroachment agreements for crossing state and county roads, other pipelines, railroads, power lines, canals, etc. Proposer must also take into consideration any Land Use Controls implemented by Savanna Army Depot by working closely with the JCDLRA during the route planning process. (See example of Quit Claim Deed)
- d) Conceptual engineering and system design package for interconnection with a future on-site renewable natural gas system.

Phase 2 (Procurement, construction, and commissioning) and Phase 3 (Operation, maintenance, and delivery of Resources)

- e) Construct, startup, commission, operate, and maintain the Pipeline or Non-Pipeline Alternative Project according to its design, and the practices; methods; specifications; licensing requirements; standards of care, skill, diligence, safety, and performance; and acts generally engaged in or observed by recognized and experienced national construction companies operating nationally, as in effect from time to time, which are consistent with good judgment, applicable laws, rules, regulations, codes, and standards; reliability; safety; economy; efficiency; and expediency. Construction, startup and commissioning of the Pipeline or Non-Pipeline Alternative Project must be completed by the Resources In-Service Date in order to ensure Firm Transportation Services by the Firm Transportation Service Date. Proposer will be responsible for supplying the natural gas necessary for startup and commissioning of the Pipeline or Non-Pipeline Alternative Project.
- f) Proposer will operate and maintain the Pipeline or Non-Pipeline Alternative Project.
- g) Upon completion of the Term, JCDLRA will retain ownership, at a minimum, of the in-ground local gas distribution system at the Savanna Industrial Park. To the extent possible, JCDLRA desires to retain ownership of installed assets and equipment. If other equipment (e.g. CNG storage vessels, decompression equipment) is leased, it is

understood that proposer would retain ownership of those assets. As used in this RFP. Ownership is defined as "full legal and equitable title to the gas distribution pipeline/or virtual pipeline and all associated facilities including without limitation, all pipelines, valves, meters, regulators, rights of -way, and appurtenances" (collectively, the "Pipeline Facilities").

h) Proposer will operate, and maintain the Pipeline or Non-Pipeline Alternative Project during duration of agreement Term.

Throughout all Phases

- i) Coordination with relevant utility providers and regulatory agencies including, but not limited to: ICC, IDNR, Jo-Carroll Energy, Inc., and Nicor Gas.
- j) An interconnection with an existing or new regional utility either through a physical pipeline interconnect or a virtual pipeline solution (e.g., trucked CNG/LNG using compression/liquefaction and mobile delivery systems).
- k) A plan for the maintenance of the Pipeline or Non-Pipeline Alternative Project in accordance with applicable laws, rules, regulations, and industry standards so as not to interrupt power generation at the Savanna Industrial Park. To the extent practicable, Proposer shall schedule maintenance of the Pipeline or Non-Pipeline Alternative Project to coincide with the scheduled maintenance of the Savanna Industrial Park.
- As-built drawings, documentation, operating, and training materials delivered to JCDLRA.

2. Optional Needs/Services

- a) Conceptual engineering and system design package for a waterside interconnect to accommodate future LNG/RNG barges or vessels, allowing for fuel to be delivered to the site or exported from the site via waterborne transport.
- b) Detailed engineering and system design package, permitting, construction, commissioning, operating, and maintenance for demand-side non-pipeline alternatives including, but not limited to, heat pumps, electrification, microhydroelectricity, heat recovery systems, or electric energy efficiency, renewable energy, or storage technologies that offset additional electric costs resulting from fuel switching/beneficial electrification.

B. Eligible Resource Types

The proposed Resource(s) will be required to operate as needed to support the local gas distribution system. This is a technology-agnostic solicitation and JCDLRA will consider Proposals that may include one or more of a combination of different technologies that meet the Resource requirements.

A minimum gas quantity of 230 dekatherms/day (7,000 dekatherms/month) is requested at the Resources In-Service Date.

Resources may be in the form of any or all of the following types:

• Interconnection and extension to the main natural gas line

- Delivery/storage of RNG/CNG/LNG to the extent allowed by local, State and Federal laws and regulations
- Fuel substitutions including electric/geothermal heat pumps and/or other forms of "beneficial electrification" including but not limited to:
 - Heat pump water heaters
 - Ground source heat pumps
 - Water source heat pumps
 - Air source heat pumps
- Incremental natural gas energy efficiency Resources, including but not limited to:
 - o High efficiency natural gas heating equipment
 - High efficiency natural gas water heating equipment
 - Other high efficiency natural gas equipment (e.g., cooking appliances, dryers, commercial processes, etc.)
- Incremental natural gas demand response Resources including but not limited to:
 - Fuel switching technology or controls
 - WIFI thermostats with demand response programs
 - Smart water heating
- Other Resources which meet all the requirements of this RFP, including but not limited to the following:
 - Heat recovery systems
 - Combined heat and power technology
 - Building envelope measures to reduce heating, ventilation and air conditioning (HVAC) load, such as insulation and air sealing
 - Electric energy efficiency, renewable energy, or storage technologies that offset additional electric costs resulting from fuel switching/beneficial electrification

Proposers may submit multiple Proposals for any and all or any combination of Resources to meet the needs listed above. JCDLRA welcomes comprehensive portfolio Proposals that address system needs through a variety of measures. JCDLRA is very interested in receiving collaborative Proposals and encourages potential Proposers to work together as appropriate. JCDLRA also reserves the right, but not the obligation, to work with Proposers to further develop a portfolio of projects/Proposals or to aggregate Proposals to meet the Resource requirements.

C. Tradeoff Analysis

Through this RFP, JCDLRA is seeking innovative, cost-effective solutions which meet the natural gas delivery needs identified elsewhere in this RFP. A successful Proposal will provide

the natural gas supply additions and/or equivalent reductions which are described throughout this RFP and will be cost effective and deliver other benefits when compared to a traditional service line interconnection project.

To evaluate the Proposals, one criterion will be the degree to which the Proposer has considered various quantitative and qualitative tradeoffs associated with the proposed approach compared to a traditional natural gas service line interconnection. The expected cost of the traditional natural gas service interconnection is estimated to be in the range of \$7.7 - \$12.8 million in 2025 dollars.

Each Proposal is required to include a tradeoff analysis as part of their Proposal. At a minimum, JCDLRA is requesting that Proposers compare their approach to the capital cost of the traditional natural gas service line interconnection referenced above as well as current retail gas utility rates. All projects have advantages and downsides and Proposers should consider and be transparent about benefits and disbenefits.

Proposers are encouraged to include other metrics when performing this trade-off analysis. Examples of metrics are included below. Proposers are encouraged to include and consider other metrics as appropriate. Proposers may use their best judgement in determining whether to convey these trade-offs on a quantitative or a qualitative basis.

Economic metrics:

- Commodity costs (\$/mmbtu) or (\$/yr)
- System reliability (hours of downtime/yr)
- Average commercial or industrial customer utility rates (\$/mmbtu)
- Peak utility rates (\$/mmbtu)
- Incentives or subsidies (\$/mmbtu)
- Fuel switching costs or incentives
- Project delivery and in-service dates
- Regulatory/permitting considerations
- Ancillary services

Environmental metrics:

- System fugitive emissions (gCO₂e/mmbtu)
- System greenhouse gas emissions (gCO₂e/mmbtu)
- End-use criteria air pollutants, SO_x, NO_x, PM_{2.5} (grams/yr or kgs/yr)
- Land use impact
- Water use impact

Social metrics:

- Local workforce impacts (temporary and full time jobs created within a 50 mile radius of the site)
- Workforce development programs, training, apprenticeship opportunities, etc.
- Site aesthetics

- Truck traffic
- Waterway traffic

D. Available Data and Information

1. Current and Expected Tenant Counts

JCDLRA will make as much relevant data available as possible to Proposers. JCDLRA, to the best of its knowledge, will provide the most accurate data at the point in time when it is provided to Proposers.

As of August 2025, there were 10 current tenants at the Savanna Industrial Park. The majority of these tenants currently use on-site propane for heating needs. As noted above, JCDLRA anticipates the tenant count to grow once natural gas service is available. Expected tenants include a mixture of commercial, light-industrial, and heavy-industrial users:

Industrial tenants: grain processing, grain milling, soybean crushing, railcar cleaning/repair, and shortline rail operations, dry dock, and warehousing Commercial tenants: Gas station/convenience store, restaurant, administrative offices

2. Viable CNG/LNG/RNG Injection Sites

As shown in figure 1 (see section I.D, Project Purpose), JCDLRA has explored conceptual plans for a CNG/LNG/RNG virtual pipeline system including delivery, injection, storage, and the local gas distribution system. Potential sites for CNG/LNG/RNG injection and storage are included in Figure 1. Proposers may suggest alternative delivery, injection and storage sites but should note rights-of-way and land ownership could be challenging; JCDLRA may evaluate alternative injection sites upon request from Proposers during the Q&A period of this RFP.

III. RFP Overview

A. Schedule

The following schedule provides milestones associated with this RFP process.

RFP Timeline		
JCDLRA Issues Request for Proposals	9/3/2025	
Pre-Proposal Conference	9/16/2025 (11-12 CDT)	
Proposal Intent Deadline	9/26/2025 (5:00PM EDT)	
Final Day to Submit Questions	9/30/2025 (5:00PM EDT)	
JCDLRA Answers to Questions	No later than 10/7/2025 (within 1 week)	
RFP Responses Due	10/31/2025 (5:00PM EDT)	
RFP Selection Date	November-December 2025	
Contract Execution	January-March 2026	
Anticipated Resources in-Service Date	July 2027 (or sooner)	

B. Communications and Schedule

To help ensure accuracy and transparency of the information provided, JCDLRA asks that all communications relative to this RFP take the form of an e-mail directed to:

RFP@savannaindustrialpark.org

To indicate Proposer intent to participate in this RFP opportunity, please e-mail RFP@savannaindustrialpark.org no later than 9/26/2025.

Proposers are encouraged to submit questions at any time prior to the noted above last day for Proposer questions which is – September 30, 2025. Questions and answers with the originating parties' name withheld, will be shared via email with all interested parties and will also be posted to the <u>Savanna Industrial Park website (click here)</u> prior to the deadline for RFP responses. Proposers are encouraged to mark any questions which are confidential as such, and if in agreement that the response should be confidential, JCDLRA will respond to the submitting party confidentially regarding those confidential questions only provided the answer does not provide an advantage to that Proposer. JCDLRA may, in its sole discretion, decline to respond to any email or other inquiry without liability or responsibility.

C. Submission Instructions

JCDLRA requests that all responses to this RFP be limited to forty (40) pages, except for Attachments A-D to this RFP. This limitation is intended to aid both Proposers and reviewers, and those portions of responses which exceed the 40- page limit (not including Attachments A-D) will not be evaluated. This 40-page limit includes all other attachments, specification sheets, brochures, and other addenda.

All Proposals must be received in electronic form via email submission to RFP@savannaindustrialpark.org by October 31, 2025, at 5:00PM (EDT).

The electronic documents must be in a Microsoft Word, Excel or Adobe (pdf) file, as applicable. Please note that it is not necessary to submit a paper copy of the Proposals. No other file formats will be accepted, nor will hard copy alone documents be accepted. Electronic documents must be emailed to RFP@savannaindustrialpark.org. Electronic documents must be unlocked to allow calculations to be viewed.

Any Proposal may be withdrawn at any time prior to the due date with a written request signed by the authorized respondent representative. Revised Proposals may be submitted up to the original due date/time.

A Proposer or any partner on a Proposal may submit or be a partner on multiple Proposals provided the Proposals are unique technical, engineering, and logistical approaches to the objectives of this RFP.

D. General Guidelines/Requirements

The following general guidelines are provided to clarify the expectations of this RFP and to assist Proposers in developing Proposals:

- Proposals must address all requirements of Section II.A.1, Required Needs/Services.
- The budget from the JCDLRA is \$3,000,000 and is a one-time grant from the State of Illinois DCEO. No incremental grant funding is expected.
- JCDLRA may accept a portfolio of projects/Proposals or aggregate Proposals to meet
 the Resource requirements. Notwithstanding the requirements for cost effective solutions
 to the system needs identified in this RFP, a Proposal which offers a diverse set of
 solutions may be considered ahead of a single solution.
- JCLDRA may ask Proposers to elaborate or clarify specific points or portions of their Proposals. Clarification requests may take the form of written questions, phone calls or requests for virtual meetings.
- JCDLRA reserves the right to make changes to this RFP by issuing one or more appendices or amendments and to distribute additional clarifying or supporting information relating to any changes. Information will be distributed via email to Proposers that have expressed interest in the RFP. In the event that material changes are made to

- the RFP, JCDLRA will make every attempt to extend deadlines to the extent that is reasonable.
- Proposers are encouraged to provide and release necessary authorizations for JCDLRA to verify any of such Proposer's previous work, except where it is contractually prohibited from doing so pursuant to customer agreements.
- If a Proposal is selected to move forward, Proposer will be responsible for obtaining all applicable permits associated with executing their Proposal. The JCDLRA will provide an easement for the footprint of the system as necessary. The Upper Mississippi Port Authority is a Special Unit of Local Government enacted pursuant to 70 ILCS 1863/3 to manage and develop port and waterway infrastructure
- Proposers should review 2 CFR 200.433 for the allowability of contingency costs.
- As required by the State of Illinois DCEO grant, Selected Proposer(s) will be required to comply with the Illinois Works Jobs Programs Act, Prevailing Wage Act, and Employment of Illinois Workers on Public Works Act. Proposers should carefully review the RFP Terms and Conditions sections VI.E-G.
- As required by the State of Illinois DCEO grant, Selected Proposer(s) will be required to provide technical and financial documentation to JCDLRA for quarterly reporting purposes. Proposers should carefully review the RFP Terms and Conditions section VI.H.

IV. RFP Proposal Format and Evaluation Process A. Proposal Format

Proposers must provide the information described below for JCDLRA to consider their Proposals. JCDLRA will only review Proposals that meet the requirements described within this RFP.

Proposals are limited to forty (40) pages, except for Attachments A-D. Proposers must provide the following information in the format described here. Required information for all Resources and additional required information, if applicable, is described below. Please note that all information requested below must be included in the Proposal Sections I - V or the Attachments shown below. Any other documents submitted to JCDLRA with the Proposal will not be considered

Main Proposal (40 page limit):

Section I. Executive Summary

Section II. Technical Volume

Section III. Budget, Pricing, and Cost-Recovery Mechanism

Section IV. Proposer Qualifications and Experience

Section V. Additional Information, Assumptions, and Exceptions

Supplemental Information:

Attachment A. Trade-off Analysis (5 page limit)

Attachment B. Resumes, References, and Insurance Documentation (resumes/CVS and letters of support should be <3 pages each, otherwise no page limit)

Attachment C. Confidentiality Agreement

Attachment D. Cost-Share Commitment Letter

Section I. Executive Summary – A 1-2-page, concise review of the solution presented in the Proposal. This summary should include estimated sizes of the proposed Resources, recognizing that demand determinations will be finalized as part of the project.

Section II. Technical Volume – This information should constitute the majority of the allowed forty (40) pages for the Proposal. Please note that not all of the following information is required for all Proposals, but that all relevant and applicable details of the solution should be provided here, including but not limited to:

- a) Description and location(s) of the Resources proposed and technical approach.
- b) Estimates of the proposed Resources, sources, and logistical approaches.

- c) Expected project timeline for key aspects of the project including design and engineering, procurement, permitting, construction, commissioning, and anticipated in-service date for Resources.
- d) Table of milestones with a minimum of one SMART milestone (specific, measurable, achievable, relevant, time-bound) per guarter.
- e) If applicable, a description (quantity, size, manufacturer, etc.) of main mechanical and electrical pieces of equipment used for the project. For example, this would include a description of CNG/LNG/RNG storage systems and related equipment, if applicable.
- f) If applicable, information about the fuel supply including duration of fuel stored onsite and the ability to obtain and replenish fuel supply to the Industrial Park.
- g) If leasing equipment, specify the terms and the final cost to the customer.
- h) Specify any electric or gas distribution system interconnection need.
- Information describing to what extent the Resource design involves renewable energy supply sources, renewable natural gas, renewable hydrogen, and other sustainable fuel sources. Information on the carbon intensity scores for these Resources is encouraged if available.
- j) Description of the maturity and proven reliability/performance of the proposed solution(s).
- k) Description on how this project and ongoing operations will align with Illinois Works Pre-Apprenticeship program

Section III. Budget, Pricing, and Cost-Recovery Mechanism

- a) Include pricing in bid price (\$/month)
- b) Identify total project costs if different from the Proposal pricing
- c) Provide breakdown of all Proposal costs, including but not limited to upfront costs, marketing, incentives, administration, maintenance, site control, measurement and verification, decompression station costs for CNG/LNG/RNG., and others as appropriate
- d) Itemized cost-share contributions including source, valuation, method of verification, and schedule
- e) A breakdown of costs to JCDLRA, to customers, and details for any incentive structures to be used (if applicable)
- f) A breakdown of the proposed cost-recovery mechanism, pricing structure, capital cost recovery, escalation clauses, schedule, and assumptions

Section IV. Proposer Qualifications and Experience

- a) A description of Proposer's experience in developing projects similar to those contained in their Proposal, particularly in Illinois.
- b) A description of any partners, subcontractors, roles, responsibilities, and history of past partnerships (if applicable).
- c) Proposer contact information.

Section V. Additional Information, Assumptions, and Exceptions – Proposers may use this section to include any additional information relevant to the proposed project, any key assumptions made in drafting their Proposal, and any relevant exceptions.

Attachment A. Tradeoff Analysis – A multi-faceted Tradeoff Analysis is required for this RFP. Proposers that do not submit a Tradeoff Analysis will receive zero points for that evaluation criteria. A Tradeoff Analysis Template (Appendix B of this RFP) has been included, but Proposers may use their own format, provided it contains the same information as the template. The page limit for the Trade Off Analysis is 5 pages. Any content that exceeds this page limit will not be evaluated. Note: This 5 page limit is in addition to the 40 page limit of the main Proposal document. See Section II.C for more information.

Attachment B. Resumes, References, and Insurance Documentation – Proposers should include resumes/cvs of key personnel, references/letters of support, and any relevant certifications and insurance documentation as part of this Attachment. All resumes/CVs should be kept to under 3 pages each. All references/letters of support should be kept under 3 pages each. It is requested that all documents as part of this Attachment be submitted as a single document (pdf, doc, or docx).

Attachment C. Confidentiality Agreement – A Confidentiality Agreement (Appendix C of this RFP) will be required to be executed if a Proposer wants to keep their response confidential or if a contract is considered in the future as a result of a successful Proposal. Proposers should also consult Section VI.C regarding proprietary information. Note that the team of the selected Proposal will be made public in order to comply with state and/or federal grant requirements and regulations.

Attachment D. Cost-Share Commitment Letter - Proposers must include a signed letter stating the: 1) amount of cost-share to be provided, 2) the source of the cost-share funds, 3) the proposed costs and expenses that these cost-sharing funds will be used for.

B. Evaluation Process and Criteria

This is a best-value Proposal process. JCDLRA will evaluate, score, and rank the Proposal submitted by each Proposer against the Proposals submitted by other Proposers in response to this RFP. The evaluation and ranking of the provided information will focus on conformance of each Proposer's submittal with the requirements of this RFP as well as the proposed pricing and other factors of each proposed opportunity. Such evaluation and ranking shall be performed in a fair and consistent manner. All Proposers should be prepared to discuss their Proposals and be available for questions either via email or phone after each detailed Proposal is received by JCDLRA.

Failure to meet the requirements of this RFP may result in the rejection of the Proposal. In the event that a Proposer's Proposal does not meet all of the RFP requirements, JCDLRA reserves the right to continue the evaluation of the non-conforming Proposal and to select the Proposals

that provide the best opportunities for JCDLRA to secure Resources in accordance with its strategy.

Technical Approach and Work Plan – 30 points

- Degree to which the Proposal addresses each of the requirements (see section II.A, Required Needs/Services and section II.B, Eligible Resource Types), 10 points
- Degree to which the Proposal incorporates an innovative approach that aligns and addresses the objectives of the RFP, JCDLRA, and Savanna Industrial Park. This can include innovative solutions and incorporation of supply- and demand-side non-pipeline alternatives that can enable the success of the Savanna Industrial Park, 10 points
- Degree of risk and system readiness demonstrated by the Proposal. Inclusion of data and information to demonstrate the proposed solutions are viable and reliable, 10 points

Tradeoff Analysis - 15 points

 Degree to which the proposed approach demonstrates value when performing a tradeoff analysis that considers a multitude of economic, environmental, and social sustainability metrics when compared to a traditional service-line interconnection, 15 points

Schedule and Milestones - 10 points

Clarity and reasonableness of the overall project plan, schedule, and milestones, 10 points

Experience and Past Performance – 25 points

- Demonstrated experience by the Proposer and any partners/subcontractors on similar projects. Extent to which Proposer presents case studies, examples, and other documentation included to demonstrate capability of executing all phases of the project, 10 points
- Expertise, qualifications, and diversity of the project team, 10 points
- Extent to which Proposer has experience working on projects funded by government grants including adherence/familiarity with state and federal cost principles. 5 points

Budget Reasonableness and Cost Control – 20 points

- Degree of cost effectiveness proposed including in up-front capital investment, cost-recovery mechanism, and utility costs to the Savanna Industrial Park, 10 points
- Degree of detail included on the proposed budget including reasonable estimates, quotations, and other major costs, 10 points

JCDLRA will also consider the timing and availability of proposed solutions. Because this RFP is meant to address a current system need, solutions that provide system relief sooner than the required in-service date of July 2027 could be considered more favorably.

C. Final Procurement Options and Decisions

Based on submitted information, JCDLRA may do or take any of the following actions, without limitation:

- 1. Select a Proposer based solely on the written Proposals, with or without subsequent negotiations;
- 2. Request more information or clarifications before making a selection;
- 3. Determine a Short List, conduct discussions, and/or request Best and Final Offers (BAFO) before making a selection;
- Issue an addendum to each Proposer that has submitted a Proposal, if a material error in the RFP is discovered during the evaluation process, requesting revised Proposals based upon the corrected RFP;
- 5. Decline to accept any Proposal;
- 6. Re-advertise the RFP;
- 7. Cancel the RFP without awarding a contract;

JCDLRA reserves the right to negotiate cost, scope, schedule, and other contract terms with the preferred Proposer after a selection is made.

D. Responsiveness

Proposals that are conditional, that attempt to modify the RFP requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the RFP may be considered non-responsive.

E. Responsibility

JCDLRA will not select a Proposer who is deemed by JCDLRA, in its sole discretion, to lack the ability or responsibility to perform the Pipeline or Non-Pipeline Alternative Project successfully. Such determination of responsibility may encompass management, technical, legal, operational, and financial matters.

F. Checking References

JCDLRA reserves the right to contact any reference specifically named by Proposer in its Proposal or any other additional references as deemed appropriate by JCDLRA, including references suggested by Proposer's named references or references known to JCDLRA through its own knowledge of the energy industry. JCDLRA also reserves the right to check the business standing of an entity or partner. Requests for Clarification

Proposer shall provide accurate and complete information to JCDLRA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, JCDLRA may either (1) declare the Proposal non-responsive, (2) evaluate the Proposal as submitted, or (3) issue a Reguest for Clarifications to Proposer stating the information needed and a date and time by

which the information must be provided. If Proposer does not respond to the Request for Clarifications in a timely manner, or if Proposer's response is deemed to be insufficient, then JCDLRA, in its sole discretion, may declare the Proposal non-responsive. JCDLRA will not be liable or responsible for any errors or omissions by the Proposer in the Proposal.

G. Negotiations

After selection but prior to award of the contract, JCDLRA may, at its sole discretion, either conduct negotiations with the successful Proposer or JCDLRA may choose to not conduct negotiations with the successful Proposer and award the contract to the successful Proposer based on its written Proposal and any additional information received during discussions and Proposal revisions, if conducted. If JCDLRA and the selected Proposer are unable to reach agreement on final terms and conditions and execute final agreements on the scope and/or contractual terms (including the cost-share, Resources in-service date, or other needs), then JCDLRA may, in its sole discretion, negotiate with the next most advantageous Proposer or choose to terminate the procurement in its entirety. If JCDLRA receives only one responsive Proposal, JCDLRA reserves the right to negotiate all elements of the Proposal and the contracts with the sole responsive Proposer.

V. Standards

Proposals will be required to meet the following standards as appropriate:

- A) Facility Standards. Facilities must be designed and constructed such that all gas supply, scheduling, transmission and distribution services shall be performed in compliance with all applicable laws, operating policies, criteria, rules, guidelines and tariffs of the Illinois Commerce Commission (ICC), Federal Energy Regulatory Commission (FERC), State and Federal laws and regulations, follow Good Utility Practice and meet ICC's design, construction standards, and operation and maintenance procedures. Proposer, at its own expense, shall fulfill all contractual, metering and interconnection requirements as set forth in ICC's applicable tariffs, to the extent that they apply to FERC tariffs, and the terms required by any service Agreement entered into as a result of any future RFP. Meet any other state agency requirements [e.g., Illinois Environmental Protection Agency].
- B) Gas Supply Standards. To the extent that a Resource proposed provides, utilizes or in any way modifies the natural gas supply to an end use customer, Proposer shall follow all procedures, rules and regulations which are a part of Title 83, Part 530 of the Illinois Administrative Code and all applicable provision of the Illinois Gas Pipeline Safety Act (220 ILCSA 20/)
- C) Protective Apparatus. The project design and associated facilities must include but shall not be limited to the following safety and control equipment. ICC requires this be in place prior to operation of all facilities to protect its gas distribution system as well as Company personnel and the general public from potential damage or harm as a result of abnormal operating conditions. All of the following must be in accordance with the latest editions of ICC's Gas Pipeline Safety Program, Title 83, Part 590 of the Illinois Administrative Code, USDOT 29 CFR Part 192, National Electric Code (NEC), National Fuel Gas Code and applicable National Fire Protection Association (NFPA), American Petroleum Institute (API), American National Standards Institute (ANSI), American Society of Mechanical Engineers (ASME) and American Gas Association (AGA) Classification of Gas Utility Areas for Electrical Installation standards:
 - a) Safety relief valves to protect against gas system over pressurization;
 - b) Gas odorization equipment to ensure readily detectable levels of gas-in air concentrations should a leak occur:
 - c) Gas pressure, gas temperature, online water and hydrogen sulfide monitoring equipment capable of being remotely monitored;
 - d) Remote Terminal Unit (RTU) for local system operating function awareness and remote communication with the ICC;
 - e) Site security devices such as lighting, equipment locks, building entry alarms and tamper-proof main gates; and
 - f) Combustible gas indicators to monitor for the presence of gas within facility areas and the installation of cathodic protection devices for all buried steel gas facilities.
- D) Demonstrate that they can obtain and comply with all required environmental and operating permits while meeting the requested reliability needs.

- E) Proposals which include "beneficial electrification" or other fuel switching from another fuel to electricity may require an analysis of their potential impact on the electric grid, any improvements which might be needed to the grid, and any costs which may be associated with those grid improvements. That analysis will not be completed as part of the evaluation of Proposals.
- F) Any violations of the standards, terms and conditions of this RFP or future requirements provided in an amendment to the Proposer may result in performance penalties including but not limited to financial penalties, suspension, and/or termination.

VI. RFP Terms and Conditions

A. General

Proposers should clearly state all assumptions made about the meaning or accuracy of information contained in this RFP. In the absence of a question or clarifying assumption from a Proposer, each Proposer shall be deemed to have agreed with and understood the requirements of this RFP. While JCDLRA has endeavored to provide accurate information to Proposer, JCDLRA makes no such warranty or representation of accuracy.

Any transaction resulting from this RFP will be subject to ICC receiving all required regulatory approvals, including, but not limited to, approval for cost recovery acceptable to ICC. Participants in this RFP agree to execute a definitive agreement with terms customary in the industry and appropriate under the circumstances.

This RFP shall not be construed to create an obligation on the part of JCDLRA to enter into any contract, or to serve as a basis for any claim whatsoever for reimbursement of costs for efforts expended by Proposer. Furthermore, the scope of this RFP may be revised at the option of JCDLRA at any time, or this RFP may be withdrawn or cancelled by JCDLRA at any time. JCDLRA shall not be obligated by any Proposals or by any statements or representations, whether oral or written, that may be made by JCDLRA or its employees, principals, or agent.

B. Disclaimers For Rejecting Proposals

It is solely the responsibility of each Proposer to ensure that all pertinent and required information is included in its Proposal. Prior to evaluating Proposals, JCDLRA will conduct a high-level review to evaluate the responsiveness of Proposals. JCLDRA reserves the right to determine, at its sole discretion, whether a Proposal is incomplete or non-responsive.

This RFP does not constitute an offer to buy and creates no obligation to execute any Agreement or to enter into a transaction under an Agreement as a consequence of this RFP. JCDLRA shall retain the right at any time, in its sole discretion, to reject any Proposal provided to this RFP. JCDLRA also retains the discretion, in its sole judgment, to: (a) reject any Proposal on the basis that it does not provide sufficient ratepayer benefit or that it would impose conditions that JCDLRA determines are impractical or inappropriate; (b) formulate and implement appropriate criteria for the evaluation and selection of Proposals; (c) modify this RFP as it deems appropriate to implement the RFP and to comply with applicable laws or other direction provided by the ICC; and (d) terminate the RFP. In addition, JCDLRA reserves the right to either suspend or terminate this RFP at any time for any reason whatsoever. JCDLRA will not be liable in any way, by reason of such withdrawal, rejection, suspension, termination or any other action described in this paragraph to Proposer(s).

C. Proprietary Information

If a Proposal includes any proprietary data or information that a Proposer does not want disclosed to the public, such data or information must be specifically designated as such on each page on which it is found. JCDLRA shall be held harmless from any claim arising from the release of proprietary information not clearly identified as such by a Proposer. Because of the need for public accountability, the following information regarding the Proposal shall not be considered proprietary, even if such information is designated as such: pricing terms and non-financial information concerning compliance with RFP specifications.

Subject to the foregoing, JCDLRA reserves the right in its sole discretion and without liability, to utilize any or all of the submissions, Proposals and materials received in connection with this RFP in JCDLRA's planning efforts and otherwise.

D. Representation and Warranties, Binding Proposals

Proposers shall be deemed to have made the following representations, warranties, and covenants to JCDLRA, which representations, warranties, and covenants shall be deemed to be incorporated in their entireties into their Proposal(s). Any Proposal shall include Proposer's agreement to be bound by the conditions of the RFP, including these conditions, in submitting a Proposal.

- 1) Proposer has read, understands and agrees to be bound by all terms, conditions and other provisions of the RFP documents;
- Proposer has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the RFP, the RFP Documents, including any attachment;
- Proposer acknowledges and agrees that, in JCDLRA's evaluation of Proposals pursuant to this RFP, JCDLRA reserves the right to disqualify Proposer if it is unwilling or unable to meet JCDLRA's credit or standing requirements;
- 4) Proposer has obtained all necessary authorizations, approvals and waivers, if any, required by Proposer as a condition of submitting its Proposal and, if Proposal is selected and a final Proposal is requested, Proposer will execute an Agreement with JCDLRA; Proposer may, but is not required to, include with their RFP response, preliminary agreements with all required host customers to participate as specified in the Bid response, which shall be replaced with binding host customer agreements prior to execution on any service agreement contemplated in this RFP;
- 5) Proposer is submitting its Proposal subject to all applicable laws and regulations;
- 6) Proposer has not engaged and covenants that it will not engage in any collusion or other unlawful or unfair business practices in connection with this RFP;
- 7) The information submitted by Proposer to JCDLRA in connection with this RFP, and all information submitted as part of the Proposal is true and accurate as of the date submitted by Proposer. Proposer covenants that any information requested herein and such attachments, but not provided to JCDLRA as part of the Proposal, will be provided to JCDLRA on or before the date that Proposer specified for provision of the information

- in the timeline provided. Proposer also covenants that it will promptly update such information upon any material change thereto;
- 8) In addition, Proposer's submission of a Proposal is their acknowledgement and agreement that:
 - a) JCDLRA will rely upon all representations, warranties, and covenants in the Proposal Submittal Package; and
 - b) JCDLRA may disclose information as set forth in the Confidentiality Agreement (Attachment C);
- 9) Proposer represents and warrants that each project that is the subject of a Proposal meets the design-life requirements of this RFP. In the case where a host customer which is a part of this agreement shall vacate the associated host customer facility used as a part of the NPA solution, the Proposer shall have the opportunity to propose to JCDLRA the substitute of a similar Resource, acceptance of which shall be at JCDLRA's sole discretion. In the case where a host customer shall vacate, and a substitute shall not be provided, further payments for that Resource shall be permanently suspended;
- 10) Proposer covenants that it will provide information requested not longer than one week following Proposer's receipt of JCDLRA's request for such information;
- 11) Proposer covenants that it will promptly provide JCDLRA with any changes or updates to the implementation schedule;
- 12) Proposer covenants that it will promptly provide JCDLRA with any changes to its Proposal between the date of the Proposal and the execution of an Agreement, including any changes to applicable host customer sites and agreements;
- 13) Proposer agrees and acknowledges that JCDLRA reserves the right at any time, in its sole discretion, to abandon this RFP, to change any dates specified in this RFP, to change the basis for the evaluation of Proposals, to terminate further participation in this process by any party, to accept any Proposal or to enter into any Agreement, to evaluate the qualifications of Proposer and/or the terms and conditions of any Proposal, to reject any or all Proposals, to prohibit or limit mutually exclusive Proposals, to consider additional products, to change any form, document, term or condition used in this RFP at any time during the RFP process, or waive any irregularities, all without notice and without assigning any reasons and without incurring liability of JCDLRA, or any of their respective subsidiaries, affiliates, or representatives to Proposer or any other party. JCDLRA shall have no obligation to consider any Proposal submitted. JCDLRA will not reimburse Proposer for its expenses related to this RFP under any circumstances, regardless of whether the RFP process proceeds to a successful conclusion or is abandoned. JCDLRA shall not be deemed to have accepted any Proposal, and shall not be bound by any term thereof, unless and until an authorized representative of JCDLRA executes an Agreement with Proposer;
- 14) Proposer agrees and acknowledges that information provided by it to JCDLRA pursuant to this RFP will be subject to the disclosure requirements of the ICC or other applicable law or regulation; and
- 15) Proposer agrees and acknowledges that failure to meet reliability and regulatory requirements set forth within this RFP may result in financial adjustments and/or damages associated with non-performance of contracted Resources.

- 16) Proposer, if selected, will be required to provide assurances that they are:
 - a) not on the Federal Excluded Parties List (verified at https://sam.gov);
 - b) Is in Good Standing with the Illinois Secretary of State, as applicable (https://www.cyberdriveillinois.com/departments/business_services/corp.html);
 - c) not on the Illinois Stop Payment list (verified once entity is registered in GATA Grantee Portal); and
 - d) not on the Department of Healthcare and Family Services Provider Sanctions list (https://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx).

E. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.)

As required by the State of Illinois DCEO grant, Selected Proposer(s)will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/29-20 to 20-25). The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Selected Proposer(s) will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Proposer must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

F. Prevailing Wage Act (820 ILCS 130/0.01 et seq.):

As required by the State of Illinois DCEO Grant, selected Proposer(s)shall comply with all requirements of the Prevailing Wage Act, including but not limited to, inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract. Selected Proposer(s) will be required to report on Prevailing Wage Act compliance on a monthly basis.

G.Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.):

As required by the State of Illinois DCEO Grant, Selected Proposer(s) will be required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Selected Proposer(s) is/are using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Selected Proposer(s) shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to

any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Selected Proposer(s) may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available, or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by DCEO in consultation with the Illinois Department of Labor. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

H. Reporting and Monitoring

Periodic Performance Report (PPR) and Periodic Financial Report (PFR)

As required by the State of Illinois DCEO Grant, Grantees funded through the Regional Site Readiness Notice of Funding Opportunity are required to submit in the format required by the Grantor, at least on a quarterly basis, the PPR and PFR electronically to their assigned grant manager.

The first of such reports shall cover the first three months after the award begins. Pursuant to 2 CFR 200.328, Periodic Financial Reports shall be submitted no later than 30 calendar days following the period covered by the report. Pursuant to 2 CFR 200.329, Periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Any additional reporting requirements will be disclosed in the NOSA. Grantees are required within 45 calendar days following the end of the period of performance to submit a final closeout report in the format required by the Grantor (See 2 CFR 200.344).

Selected Proposer(s) will be required to provide JCDLRA (grantee) information to comply to these reporting requirements no later than 15 calendar days following the period covered by the report.

Monitoring

As required by the State of Illinois DCEO Grant, Grantees funded through this Notice of Funding Opportunity are subject to fiscal and programmatic monitoring visits by the Department in accordance with 2 CFR 200.337. They must have an open-door policy allowing periodic visits by Department monitors to evaluate the progress of the project and provide documentation upon request of the monitor. Program staff will also maintain contact with participants and monitor progress and performance of the contracts. The Department may modify grants based on performance. This requirement extends to the Selected Proposer(s).

I. Credit and Performance Assurances

In its evaluation of a Proposal, JCDLRA will consider Proposer's capability to perform all of its financial and other obligations including, without limitation, Proposer's ability to provide performance assurance that the Resource would be available and operate as required under the executed Agreement. This assurance will be provided to JCDLRA by the expected effective date in the Agreement. This assurance includes the ability of Proposer to fund the Proposal as described in this RFP.

If any non-public information is available and requested to be shared, Proposer shall be required to complete and submit the Confidentiality Agreement (Attachment C) prior to receipt of the non-public information. JCDLRA may also request private financial statements of Proposer and Proposer's parent company, to assess financial condition of the Proposer, which shall be covered under the Confidentiality Agreement (Attachment C).

In the event Proposer is awarded an Agreement to provide the Resources negotiated as part of this RFP, prior to or concurrent with the execution of a contract to secure these Resources, Proposer shall be required to complete and submit the Confidentiality Agreement (Attachment C), if those agreements are not already in place and applicable to the Agreement associated with this RFP.

In the event Proposer would like to execute a Confidentiality Agreement (Attachment C) prior to the submission of a Proposal, the Confidentiality Agreement (Attachment C) should be executed by the Proposer and sent to JCDLRA for execution.

J. Waiver of Claims and Limitations of Remedies

Except as expressly set forth in this RFP, by submitting a Proposal, Proposer knowingly and voluntarily waives any rights under statute, regulation, state or federal constitution, or common law to assert any claim or complaint or other challenge in any regulatory, judicial or other forum, including the ICC, the FERC, the Supreme Court or any other court in the State of Illinois Court or United States District Court or any other United States Federal Court concerning or related in any way to the RFP and/or any appendices to the RFP. The assertion of any Waived Claims by Proposer at the ICC, FERC, State Court, Federal Court, or otherwise shall, to the extent that Proposer's Proposal has not already been disqualified, provide JCDLRA the right, and may result in JCDLRA electing, to reject such Proposal or terminate the RFP.

K. Termination of the RFP and Related Matters

JCDLRA reserves the right at any time, in its sole discretion, to terminate the RFP for any reason whatsoever without prior notification to Proposers and without liability of any kind to or responsibility of JCDLRA or anyone acting on JCDLRA's behalf. Without limitation, grounds for termination of the RFP may include the assertion of any Waived Claims by Proposer or a determination by JCDLRA that, following evaluation of the Proposals, there are no Proposals

that provide adequate benefit. JCDLRA reserves the right to change the Proposal evaluation criteria for any reason, to terminate further participation in this process by Proposer, to accept any Proposal or to enter into any definitive Agreement, to evaluate the qualifications of Proposer, and to reject any or all Proposals, all without notice and without assigning any reasons and without liability to JCDLRA or anyone acting on JCDLRA's behalf. JCDLRA shall have no obligation to consider any Proposal. In the event of termination of the RFP for any reason, JCDLRA will not reimburse Proposer or participant(s) for any expenses incurred in connection with the RFP regardless of whether Proposal is selected, not selected, rejected, or disqualified.

Appendix A. Definitions/Acronyms

I. Definitions

Agreement: Executed contract between the JCDLRA and selected Proposer(s) upon the conclusion of the RFP and negotiation processes.

Commissioning Commencement Date: Date by which all construction has been completed and equipment and system commissioning begins.

Firm Transportation Services: Physical delivery and injection of agreed-upon Resources to the Gas Distribution System.

Gas Distribution System: Network of buried natural gas piping that delivers Resources from the injection/interconnection point to customers in the Savanna Industrial Park.

Non-Pipeline Alternative: Term for demand-side and supply-side solutions to deliver natural gas and/or other Resources without extension or expansion of existing natural gas lines.

Request for Clarifications: One or more questions sent by the JCDLRA to a Proposer regarding the content, assumptions, intentions, or similar of a Proposal.

Resource: Forms of demand-side reductions or supply-side sources of energy permissible under this RFP. See Section II.B

Resources In-service Date: Date by which Firm Transportation Services commence and the system is operating and delivering the agreed-upon Resources to customers. Savanna Industrial Park:

Storage System: Infrastructure connected to the Gas Distribution System that allows for the physical containment and holding of gaseous fuels, such as CNG, LNG, or RNG.

Tradeoff Analysis: Required document wherein Proposer considers qualitative and quantitative differences between a traditional natural gas service line extension and proposed project solution.

Virtual Pipeline: Alternative to a traditional natural gas service line extension wherein CNG/LNG/RNG are delivered via truck, rail, decompressed, injected into the Gas Distribution System or Storage System, and made readily usable by customers in the Savanna Industrial Park.

II. Acronyms

AGA: American Gas Association

ANSI: American National Standards Institute

API: American Petroleum Institute

ASME: American Society of Mechanical Engineers

BAFO: Best and Final Offers CNG: Compressed Natural Gas

DCEO: Department of Commerce and Economic Opportunity

FERC: Federal Energy Regulatory Commission

HVAC: Heating, Ventilation, and Air Conditioning

ICC: Illinois Commerce Commission

IDNR: Illinois Department of Natural Resources

JCDLRA: Jo-Carroll Depot Local Redevelopment Authority

LNG: Liquefied Natural Gas NEC: National Electric Code

NFPA: National Fire Protection Association

RFP: Request for Proposals RNG: Renewable Natural Gas RTU: Remote Terminal Unit

SCADA: Supervisory Control and Data Acquisition

SMART: Specific, Measurable, Achievable, Relevant, Time-bound

UMRIPD: Upper Mississippi River International Port District

USFWS: United States Fish and Wildlife Service

Appendix B. Trade-off Analysis Template

A Tradeoff Analysis Template has been included below, but Proposers may use their own format, provided it contains the same information as the template. Example metrics have been provided and are intended as examples only. Proposers should include a variety of metrics that are most relevant to their proposed approach.

Economic Metrics

Metric Name	Proposer's Approach (this proposal)	Business-as-Usual Approach	Notes
System Capital Cost	\$7.5M all-in cost	\$10M-15M for traditional service line extension	Estimates based on proposed budget and comparing to information provided in RFP
Customer Utility Rates	\$0.85/therm	\$0.50/therm + cost recovery amounts	Estimates based on the proposed budget, equipment rental/lease costs, and delivery costs
Peak Utility Rates	\$0.85/therm	\$0.65/therm	Delivering flat price and not subject to demand spikes during cold weather (due to on-site storage)
< <additional Metrics>></additional 			

Further explanation of economic metric trade-off analysis:

Environmental Metrics

Metric Name	Proposer's Approach (this proposal)	Business-as-Usual Approach	Notes
System emissions	25 gCO2e/mmbtu	75 gCO2e/mmbtu	75 gCO2e/mmbtu is middle of the road estimated gas carbon intensity from shale gas sources. Our Proposal includes significant portions of

			renewable natural gas which lower the carbon intensity
Land use impact	Trenching of distribution pipe and physical footprint of storage/decompressi on equipment at the Industrial Park (0.25 acres)	8 miles of pipeline right of way needed along Hwy 84	
< <additional Metrics>></additional 			

Further explanation of economic metric trade-off analysis:

Social Metrics

Metric Name	Proposer's Approach (this proposal)	Business-as-Usual Approach	Notes
Truck Traffic	2 tractor trailers/week	None	Assuming delivery of CNG 2 days/week
System Noise	65 dB at 50' setback distance, below 55 dB at 100' setback distance accordance with EPA recommendations	None/ND	Noise from decompression system
< <additional Metrics>></additional 			

Further explanation of social metric trade-off analysis:

Appendix C. Confidentiality Agreement

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement ma	ade this	_ day of _			between	
Jo-Carroll Depot Local Red	edevelopment	Authority (I	hereinafter r	eferred to	as "LRA")	and
		(he	ereinafter ref	erred to a	s "Develope	er.")

RECITALS:

WHEREAS, the LRA and the Developer have agreed to meet and discuss the status of the Developer's interest in development at the former Savanna Army Depot located at the Jo-Carroll Depot Local Redevelopment Authority; and

WHEREAS, the Developer's operations and potential business development plans entail certain confidential and proprietary information as defined hereinafter; and

WHEREAS, the LRA has certain confidential information that may be of value to the Developer as he investigates various business and development opportunities at the Depot; and

WHEREAS, the LRA and the Developer mutually believe that it is in their respective interests that they agree to treat any proprietary or confidential information exchanged between them in strictest confidence.

NOW, THEREFORE, the parties agree as follows:

1. All of the recitals set forth herein are adopted as if restated herein verbatim.

- 2. The LRA and the Developer agree to keep confidential all information supplied by each other. For purposes of this Agreement, "information" shall mean data or information disclosed by the Developer and the LRA, including oral statements, written documents related to the business practices, business development progress, potential business opportunities, clients, customer lists, financial records, prospective business opportunities, ideas and strategies.
- 3. Both the LRA and the Developer agree not to disseminate any information to any other person, firm or corporation disclosed which is confidential in nature. This Agreement shall not prohibit the LRA or the Developer from discussing such information with its respective Board of Directors, governing councils or legal counsel provided all persons given information that is confidential in nature also agree to be bound by this Agreement. Disclosure to Board Members or council members shall only be to the extent necessary to inform the LRA Board and the Developer of the present status of the Developer's operations at the Savanna Depot Business, Industry & Technology Park, "Savanna Depot Park." Proposals and acompanying materials are subject to disclosure in response to requests received under provisions of the Freedom of Information Act (5 ILCS 140/1 et seq.). Information that could be proprietary, privileged, or confidential commercial or financial information should be clearly identified as such in the application materials. The LRA will maintain the confidentiality of that information only to the extent permitted by law.
- 4. The Developer shall take all measures necessary to ensure that no officer, employee or agent shall at any time use or disclose in any way any such information.
- 5. The LRA and Developer shall promptly return all written information and documentation provided to them by each other that is confidential in nature at such time as the return of such information is requested. LRA and the Developer further agree not to photocopy or in any other manner reproduce any such confidential written information or documentation received as contemplated by this Agreement except by written consent of the other.

- 6. This Agreement shall be enforced and is prepared so as to be construed in accordance with the laws of the State of Illinois.
- 7. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

This Agreement shall not apply to any information:

- (a) Known to the LRA prior to disclosure by the Developer or known to the Developer prior to disclosure by the LRA;
- (b) To any other information which is, or becomes generally available to the public other than by disclosure by the LRA, the Developer, their agents, Board Members, and employees;

information disclosed to LRA or Developer without restriction on use or disclosure.

- (c) Information that the Developer authorizes the LRA to disclose. information that the LRA authorized the Developer to disclose
- d) is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

	Dated this day of	, 20
JO-CA	ARROLL DEPOT LOCAL	
REDEVELOPMENT AUTHORITY		
BY: _		
	Mara Roche, Executive Director	
	3651 Crim Drive, Savanna, IL 61074	
DEVELOPER(S):		
BY: x		_
	Name:	
	Addroop	
	Address:	
Ву: х		
	Name:	
	Address	

Appendix D. Bondability Requirements

In order to be allowable and allocable costs under the terms of the Illinois DCEO Regional Site Readiness, expenses must be considered 'bondable.' Any incurred costs by Proposers that fall outside of these provisions will not be reimbursable.

Proposers are responsible for reviewing the bondability guidelines provided in the link below. These guidelines are for use as a reference tool only. Final determination of bondability will be at the discretion of the Illinois Department of Commerce and Economic Opportunity.

General Guidelines for Bondable Capital Improvements

Appendix E. Cost-Share Calculation Example

Cost-share is calculated as a percentage of the Total Project Cost.

The following is an example of how to calculate cost sharing amounts for a project with \$3 million in state funds with a minimum 20% non-state cost-sharing requirement:

- 1) Formula: State share (\$) divided by maximum state share (%) = Total Project Cost Example: \$3,000,000 / 80% = \$3,750,000
- 2) Formula: Total Project Cost (\$) minus state share (\$) = Non-state share (or cost-share) Example: \$3,750,000 \$3,000,000 = \$750,000

In this example, therefore, the non-state entity would be responsible for a minimum of \$750,000.