



3/1/2024

**SOUTHERN STATES ENERGY BOARD**  
**REQUEST FOR PROPOSALS**  
***CO<sub>2</sub> Offtake Partner for Foreman Cement Plant***  
**(RFP-SSEB-2024-FOREMAN FEED)**

The Southern States Energy Board (“SSEB”) seeks Proposals from qualified contractors that are interested in contracting with SSEB to contribute to a Pipeline Front End Engineering Design (FEED) Study and CO<sub>2</sub> Storage Field Development Plan. The RFP will be used to build a foundation for further discussions and negotiations of a non-binding Option which may become the basis for a formal CO<sub>2</sub> Offtake, Transportation and Storage Contract with Ash Grove Cement Company’s Foreman Cement Plant. The contract for the FEED phase is to be funded through a Federal cooperative agreement that has been awarded to SSEB by the Office of Clean Energy Demonstrations and that is identified by Federal Award Identification Number DE-CD0000010 (the “Principal Agreement”) for Foreman Cement Plant Carbon Capture and Storage FEED Project (the “Project”).

A potential contractor desiring to enter into a contract with SSEB is called an “Offeror” in this Request for Proposals (“RFP”). To be considered for a contract under this RFP, an Offeror should carefully read this document and all attachments and referenced items. This RFP and the associated documents identify the CO<sub>2</sub> transportation and storage plan sought by SSEB, the willingness to contribute to the Pipeline FEED study and CO<sub>2</sub> Storage Field Development Plan, and contain the instructions for preparing and submitting a Proposal, and explain the process by which the SSEB will award a contract (although the SSEB reserves the right to reject any and all Proposals and not to award any contract).

The SSEB intends to enter into a contract with one qualified contractor. A qualified contractor is an Offeror achieving the minimum required score on the evaluative criteria found in this RFP, satisfying the other requirements found in this RFP, and also meeting the requirements for a responsible contractor that possesses the ability to perform successfully under the terms and conditions of the proposed procurement transaction in accordance with the requirements found at 2 C.F.R. § 200.318.

1. Process

- 1.1 RFP Process Explained. The RFP process permits SSEB to weigh the relative merits of Proposals submitted by competing Offerors. Under the RFP process, SSEB awards a contract to the Offeror submitting the most advantageous proposal, taking into consideration the relative merits of the Proposals based on evaluation factors contained

in the RFP document. The purpose of the RFP process is not necessarily to obtain the lowest possible cost; instead, the purpose of the RFP process is to identify the Offeror that will provide SSEB with the most advantageous Proposal overall after considering the relevant evaluative factors.

- 1.2 Submission. All Proposals must be submitted electronically in PDF format by email to the following SSEB email address: [kaylor@sseb.org](mailto:kaylor@sseb.org). The email submission for all proposals should include the following subject line: “[OFFEROR'S NAME], PROPOSAL FOR RFP-SSEB-2024-FOREMAN FEED, CONFIDENTIAL UNTIL CLOSING DATE AND TIME” in all capital letters.
- 1.3 Deadline and Receipt. Proposals will be accepted until April 30, 2024 at 5:00 PM EST. Time is of the essence, and the SSEB may or may not, at its sole discretion, accept Proposals received after this deadline. Offerors are responsible for ensuring that Proposals are timely received. The SSEB will send Offerors a confirmation email that the Proposal was received and the confirmation email will include the time and date that the Proposal was received. If an Offeror does not receive a confirmation email from SSEB within twenty-four (24) hours of submitting its Proposal, the Offeror should then contact Nicholas Kaylor by telephone at 703-927-2081. Although the SSEB will accept all Proposals received by the deadline, Offerors are advised not to wait until the deadline to submit Proposals.
- 1.4 Award Timeline. The SSEB anticipates an Award Date for a contract under this RFP of no later than June 30, 2024, with an anticipated Commencement Date for contract performance of no later than August 1, 2024. The Performance Deadline (which is the date for the contractor to complete the performance of the contract as well as all related matters ancillary to the contract) is September 30, 2026. However, the foregoing notwithstanding, the anticipated Award Date and the anticipated Commencement Date are merely estimates, and the SSEB is not obligated to award any contract under this RFP by the anticipated Award Date, nor is performance under any contract awarded promised or guaranteed to start by the anticipated Commencement Date.
- 1.5 Completeness. Each Offeror is advised to include all required information with its Proposal. Although the SSEB will evaluate all Proposals to the extent practicable, failure to include all of the information requested could affect the SSEB’s evaluation of the Proposal and result in the Proposal’s rejection. The SSEB reserves the right to reject any and all Proposals.
- 1.6 Questions. Please submit all questions concerning this RFP to the SSEB by email to Nicholas Kaylor at [kaylor@sseb.org](mailto:kaylor@sseb.org). Do not contact any other person or persons with questions concerning this RFP.

2. Specifications

- 2.1 Generally. The SSEB seeks to enter into a contract to contribute to the Pipeline FEED study and the CO<sub>2</sub> Storage Field Development Plan, more particularly described in the “Specifications” found in Exhibit A, which is attached to and made a part of this RFP.
- 2.2 Domestic Preference. If awarded a contract under this RFP, in fulfilling its obligations to SSEB under such contract, the Offeror must adhere to the domestic preference provision found at 2 C.F.R. § 200.322, which provides to the greatest extent practicable a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States in connection with programs funded through Federal financial assistance awards. For infrastructure projects, section 200.322(d), directs recipients and their contractors to the regulations implementing the Build America Buy America Act preferences found in 2 C.F.R. pt. 184 and applicable Federal awarding agency regulations and guidance.

3. Minimum Requirements. To be considered for this RFP, an Offeror must meet the following Minimum Requirements: (a) Offeror is registered or intends to register to do business in Arkansas and has, or intends to obtain, all necessary general State and local business licenses (excluding any special permits or licenses that Offeror would need to obtain to perform the contract, provided such special permits or licenses can be obtained in a timely manner such as not to delay performance of the contract beyond the Performance Deadline); (b) Offeror is not presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency; (c) and experience with design, construction, and operations solutions for similar transportation and storage projects in the United States.

4. Ethics in Contracting

- 4.1 No Collusion. By submitting a Proposal, each Offeror represents and certifies that the costs in the Proposal were arrived at independently and without consultation, communication or agreement, for the purpose of restricting competition, with any other Offeror or competitor. Each Offeror further represents and certifies that, unless otherwise legally permitted, the costs that have been included in its Proposal have not been disclosed knowingly by the Offeror and will not knowingly be disclosed by the Offeror before the RFP’s submission deadline to any other Offeror or competitor. In addition, each Offeror represents and certifies that the Offer has not and will not make any attempt to induce any person or business either to submit or not to submit a Proposal in connection with this RFP.
- 4.2 Prohibited Communications. No Offeror may communicate in any form (whether written, oral, or electronic) directly or indirectly with any director, officer, employee, or agent, of the SSEB for the purpose of influencing the selection or rejection of any Offeror or prospective contractor or otherwise to circumvent the selection process described in this RFP. However, an Offeror may communicate with the designated employee(s) or agent(s) of the SSEB for purposes specifically allowed under the terms of this RFP or otherwise allowed under the SSEB’s policies. Failure to adhere to these restrictions may result in disqualification of the Offeror and rejection of the Offeror’s Proposal. Any

violations of these restrictions should be reported to Nicholas Kaylor at [kaylor@sseb.org](mailto:kaylor@sseb.org).

- 4.3 No Gratuities or Favors Allowed. No Offeror will promise or provide any gratuities, favors, or anything of monetary value to any director, officer, employee, or agent of the SSEB for the purpose of influencing the consideration of the Offeror's Proposal in connection with this RFP. No director, officer, employee, or agent of the SSEB will solicit any gratuities, favors, or anything of monetary value from any Offeror. Any violations of these restrictions should be reported to Nicholas Kaylor at [kaylor@sseb.org](mailto:kaylor@sseb.org).

5. Proposal as Offer. The SSEB will consider any Proposal submitted as an offer on the part of the Offeror. In case of a default on the part of the Offeror after acceptance, the SSEB may take such action as it deems appropriate, including legal action for damages or lack of required performance.

6. Withdrawal. By written request to Nicholas Kaylor at [kaylor@sseb.org](mailto:kaylor@sseb.org), an Offeror may withdraw from the RFP process at any time before the deadline for submission of Proposals set forth in Paragraph 1.4. After the deadline for submission of a Proposal in response to this RFP, an Offeror may not withdraw a Proposal for a period of thirty-one (31) days after such deadline.

7. Legal Compliance. Offeror will obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance, and comply with any and all other standards or regulations required by Federal, State, county, or municipal statutes, ordinances, and rules during the performance of any contract between the SSEB and the Offeror. Offeror will also comply with all requirements of Ash Grove Cement Company or its Foreman, Arkansas cement plant reasonably necessary to comply with applicable safety or environmental standard, including trainings and certifications required to operate in an active mine, during the performance of any contract between the SSEB and the Offeror. Any requirement specifically included in any contract between the SSEB and the Offeror will be considered as a supplement to (and not as a substitute for) this Section.

8. Pricing. In estimating and preparing the cost for performing any contract under this RFP, the Offeror must base its pricing on the cost principles found in 2 C.F.R. pt. 200 or 2 C.F.R. pt. 910, as appropriate. *[If the contract is for an infrastructure project under the Build America Buy America Act (the "BABA"), as incorporated into the Bipartisan Infrastructure Law (Pub. L. 117-58), Offeror's pricing must take into account compliance with the BABA's domestic preference requirement, to the extent applicable.] [If the contract is subject to the requirements of the Davis-Bacon Act of 1931 or related acts (collectively the "DBRA"), Offeror's pricing must take into account compliance with the DBRA's requirements.]*

9. Proposal Expenses. The Offeror is responsible for all expenses associated with the preparation and submission of its Proposal and with participation in the RFP process. Offeror should not include any such expenses in its Proposal. The Offeror will not be reimbursed for such expenses under any circumstances.

10. Errors or Omissions. The Offeror and its authorized representatives are expected to fully inform themselves of the Specifications and any other conditions and requirements before submitting Proposals. Failure to do so will be at the Offeror's own risk.

11. Insurance. The Offeror, if awarded a contract under the RFP, must secure and maintain, at its sole expense, throughout the term of the contract, insurance necessary to cover its performance under

the contract. The Offeror accepts full responsibility for identifying and determining the types and extent of insurance necessary to provide reasonable financial protections for itself and the SSEB provided that the Offeror maintains the minimum coverages required under such contract. The minimum coverages required limits and coverages to be provided on an annual basis are as follows: (a) Commercial General Liability Insurance (including bodily injury, property damage, blanket contractual liability, independent contractor's liability, personal injury, and coverage for hazards commonly referred to as XCU) with a \$5,000,000 per occurrence limit and \$5,000,000 in the aggregate; (b) Commercial Automobile Liability Insurance (including owned, non-owned, leased, and hired motor vehicle coverage) with a \$2,000,000 combined single limit, per accident limit; (c) Worker's Compensation Insurance at the appropriate statutory limits and Employers' Liability Insurance with a \$1,000,000 each accident limit/\$1,000,000 disease-policy limit/\$1,000,000 disease-each employee limit; (d) Contractor's Pollution Liability Insurance for the release of pollutants arising out of the Offeror's performance of the contract (including bodily injury and property damage claims, clean-up/remediation costs) with a \$2,000,000 per incident limit and a \$2,000,000 per project aggregate; (e) Umbrella Liability Insurance may be used to satisfy the Commercial General Liability, Commercial Auto Liability, Employer's Liability or Contractor's Pollution Liability coverage (must follow the form of the underlying coverages); and (f) Professional Liability Insurance for the performance of all services under the contract with a \$2,000,000 per claim limit with \$2,000,000 in the aggregate. The Offeror's Professional Liability coverage must provide a 3-year extended reporting period following the expiration of each annual policy term and for a period of 3 years following completion of the work. Coverage shall be provided by insurers properly licensed to do business in the state where the Project is located and acceptable to the SSEB. All coverage shall be provided on an "occurrence" basis and not on a "claims made" basis, except for the professional liability policy. All policies, except for the workers' compensation & professional liability policies, shall name the SSEB as an additional insured or designated insured (AL only) on a primary basis. Offeror's coverage shall be deemed secondary and noncontributory. All policies shall, to the fullest extent permitted by law, defend, indemnify, and protect the SSEB from all claims, expenses and liabilities in any way related to or arising out of any act or omission of Offeror or Offeror's employees, agents, contractors and subcontractors and any other person performing work directly or indirectly on behalf of the SSEB. To the extent permitted by law, all insurance shall expressly provide that all rights of subrogation against the SSEB are waived, and that no amendment or cancellation of any policy shall be effective until 30 days' written notice is provided to the SSEB. Before accessing the Property and at any time Owner & the SSEB so requests, Offeror shall provide Owner & SSEB with certificates evidencing the required insurance coverage, including copies of all required endorsements attached to the certificate. THE OFFEROR MUST SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THESE COVERAGE MINIMUMS AND THE REQUIRED ENDORSEMENTS WITH ITS PROPOSAL.

12. Discussions with Offeror. The SSEB may hold discussions with an Offeror submitting an acceptable or potentially acceptable Proposal. Those purpose of such discussions are: (a) to promote understanding of the Offeror's Proposal in relation to the SSEB's needs, and (b) to facilitate the negotiation of a contract most advantageous to the SSEB when considering the criteria and other requirements of the RFP.

13. Evaluative Factors. The SSEB will evaluate each Proposal that meets the Minimum Requirements on the following factors: general responsiveness to the RFP; Offeror's prior experience; proposal quality, financial condition, Disadvantaged Business Enterprise criteria; and cost. An explanation of each factor and instructions for submitting the information required to evaluate that factor are provided in this section of the RFP. Offerors should carefully review each explanation. The information that the Offeror must submit for each criterion is listed with the corresponding explanation. The weight that the SSEB

will give to each criterion is also listed with the explanation for that criterion.

- 13.1 General Responsiveness. Each Offeror will be evaluated on the completeness of the Offeror's Proposal in response to the RFP and the extent to which the Offeror followed the instructions and other requirements specified in the RFP. An Offeror may be awarded a maximum of FIVE (5) points for this factor.
- 13.2 Offeror's Prior Experience. The Offeror should have a demonstrated, proven record of successfully completing contracts similar in scope and complexity to the contract contemplated by this RFP in accordance with the Specifications in Attachment A. An Offeror may be awarded a maximum of TEN (10) points for this factor.
- 13.3 Proposal Quality. Each Offeror must provide a clear and complete explanation of the Offeror's approach to performing the contract in accordance with the Specifications in Exhibit A and other requirements. An Offeror may be awarded a maximum of THIRTY-FIVE (35) points for this factor.
- 13.4 Financial Condition. Each Offeror must demonstrate its financial capacity to comply with all requirements of the contract to be awarded under this RFP, including (but not limited to) the ability to pay workers, subcontractors, and suppliers in a timely manner. If available, the Offeror must include with its Proposal copies of financial statements for the last two (2) completed fiscal years, with balance sheets, income statements, and cash flow statements. If the Offeror has not been in business for two (2) years but has completed one (1) fiscal years, Offeror will submit financial statements for one (1) fiscal year, if available. Although audited financial statements are preferred, an Offeror may submit financial statements reviewed or compiled by a third party, but internal statements are unacceptable. However, if acceptable financial statements are unavailable, Offeror may submit alternate, commonly accepted evidence to demonstrate its fiscal stability (e.g., a Dun & Bradstreet rating, a Standard & Poor's rating, lines of credit, or adequate working capital). An Offeror may be awarded a maximum of TEN (10) points for this factor.
- 13.5 Disadvantaged Business Enterprise Criteria. The SSEB is required to comply with 2 C.F.R. § 200.321, and all contractors of the SSEB must also comply with the requirements listed in 2 C.F.R. § 200.321. The Offeror should include in its Proposal a statement regarding its status as a small business, minority business, women's business enterprise, labor surplus area firm, or other disadvantaged, diverse, or historically under-represented business. Any Offeror claiming small business, minority business, women's business enterprise, labor surplus area firm, or other disadvantaged, diverse, or historically under-represented business status must include with its Proposal any supporting documentation (such as evidence of appropriate certification). Each Offeror should also describe in its Proposal its own efforts to comply with those requirements listed in 2 C.F.R. § 200.321, including in connection with subcontracting. Finally, the Offeror should include in its Proposal any plans to positively impact and/or involve disadvantaged communities or other community outreach programs within the Project's area of review. An Offeror may be awarded a maximum of TEN (10) points for this factor.

- 13.6 Cost. The Proposal with the lowest feasible cost (of the Proposals being evaluated) will receive the maximum score (points) allowed for the cost evaluative factor. Every other feasible cost Proposal being evaluated will receive a score based on its relationship to the Proposal with the lowest feasible cost. The lowest feasible cost among all Proposals will be divided by the cost for the Proposal being scored, and the resulting number will be multiplied by the maximum points for the cost evaluative factor to determine the cost score (or points) for the Proposal being scored. A “feasible cost” is one that falls within the reasonable estimated cost range for successful completion of the proposed contract. An “infeasible cost” is any cost that SSEB determines is significantly below the reasonable estimated cost range for successful completion of the proposed contract (e.g., such that the proposed cost is likely the result of a mistake or a bad faith estimate that would tend to skew the cost evaluation). Offerors should note that the SSEB may reject any proposed cost that SSEB determines is an infeasible cost and need not consider such cost; a Proposal with an infeasible cost will receive a score of zero (0) points for the cost score. An Offeror may be awarded a maximum of THIRTY (30) points for this factor.
14. Selection. The SSEB will select the Offeror that the SSEB determines to be fully qualified under the criteria in this RFP and to have submitted, in the determinations of the SSEB, the most advantageous Proposal. Each Proposal will be evaluated by multiple evaluators and the scores then averaged. To be considered fully qualified, an Offeror must have an average score (across all evaluators) of at least seventy (70) points under the evaluative factors in this RFP and must satisfy all other criteria and conditions in this RFP, including (but not limited to) the Minimum Requirements. In addition, any Offeror selected must also satisfy the criteria for a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement in accordance with the requirements listed in 2 C.F.R. § 200.318.
15. Negotiation. Prior to the award of any contract, the SSEB may conduct negotiations with the Offeror initially selected by the SSEB as having presented the most advantageous Proposal. However, identification of an Offeror as having presented the most advantageous Proposal may not result in the award of a contract as the SSEB and the Offeror must first agree to mutually acceptable contract terms and conditions. Any award will result in a contract incorporating all the requirements, terms, and conditions, of the RFP and the Offeror's Proposal as negotiated.
16. Silence. The apparent silence of this RFP and any Specifications or supplemental materials as to any detail or the omission of a detailed description as to any point will be regarded as meaning that only the best commercial practices are to prevail.
17. Disclaimer. The SSEB reserves the right to reject all Proposals or any Proposal that is nonresponsive or not responsible, but the SSEB also reserves the right to waive technicalities and informalities. The SSEB reserves the right to re-advertise or terminate this RFP for any reason at any time before the SSEB awards a contract. The SSEB further reserves the right to cancel, recall, or reissue all or any part of this RFP at any time.
18. Future Performance. The SSEB’s policy is to evaluate the performance of its contractors during the course of performance. The SSEB will evaluate any successful Offeror awarded a contract under this

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RFP over the duration of the contract period. The SSEB will document performance, and poor performance may result in the contractor being disqualified from consideration for future contracts.

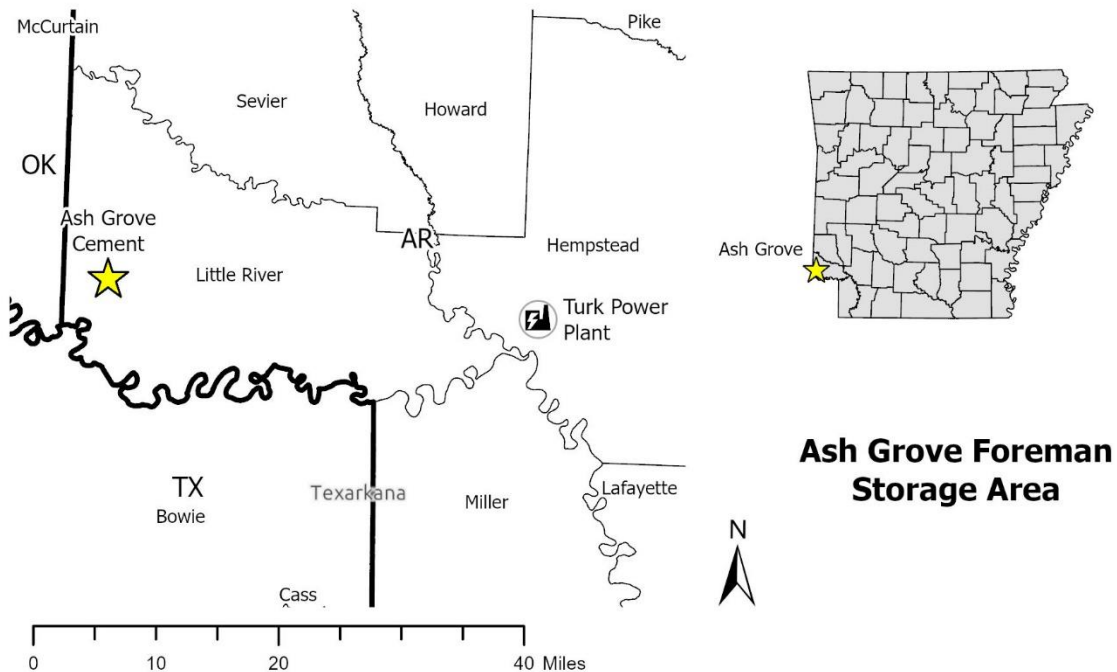
19. Cancellation for Default. Should Offeror be awarded a contract but fail to fulfill its obligations in an effective and timely manner, the SSEB will have the right to terminate the contract by specifying the date of termination in a written notice of cancellation. Cancellation will become effective on the date as specified in the notice of cancellation. The SSEB also reserves the right to secure performance of the contract from other sources and hold the defaulting contractor responsible for any additional costs incurred.



## EXHIBIT A SPECIFICATIONS (RFP-SSEB-2024-FOREMAN FEED)

### Company Background.

Ash Grove Cement, A CRH Company (Ash Grove) is a leader and pioneer in the cement industry. Based in Overland Park, Kansas, Ash Grove is committed to providing the next generation of sustainable building materials and solutions. In 2023, Ash Grove shipped 13.4 million tons of cement from 12 cement plants and its network of 43 terminals located in the US & Canada, and since 2019 is one of the largest cement producers in North America with the addition of operations in Florida, the U.S. Great Lakes and Canada.



**Figure 1. Location of Ash Grove Foreman Plant Site**

Ash Grove’s Foreman, Arkansas, Plant (Foreman) (shown on Figure 1) has been selected as the host site for the U.S. Department of Energy/OCED’s DE-FOA-0002738 Topic Area 3.2 – FEEDs for Integrated CCS Systems at Industrial Facilities not Purposed for Electric Generation. The overall goal of the “Foreman Cement Plant Carbon Capture and Storage FEED Project” (Project) is to complete a carbon capture, transportation, and storage FEED study that will put the Project in a position to move to the next phase of the development.

The key aspects of the US DOE/OCED Project include a proposed Air Liquide proprietary Cryocap™ FG carbon capture technology system, a proposed CO<sub>2</sub> sequestration site reasonably close to the Foreman Plant, and a CO<sub>2</sub> pipeline connecting the carbon capture unit in Foreman, AR and the CO<sub>2</sub> storage site.

The topics to be addressed by the US DOE/OCED Project include: (1) complete FEED studies for the Foreman carbon capture unit and CO<sub>2</sub> pipeline, (2) develop a high-quality Storage Field Development Plan, (3) complete, submit and gain approval for the UIC Class VI well permit, (4) complete an Environmental Information Volume to inform DOE's NEPA review process, (5) implement a Community Benefits Plan.

The project is broken down into two budget periods, BP1 (1/1/2024-9/30/2024) and BP2 (10/1/2024-9/30/2026), with the majority of the storage field characterization/development and the Pipeline FEED study scheduled for BP2. Site selection for the stratigraphic test well should occur no later than early fall (10/1/2024) of 2024 as part of BP1. The UIC Class VI Permit to Construct application must be completed and submitted by 7/2/2026. The Pipeline FEED study is expected to occur concurrently with the storage field development. In summary, the Pipeline FEED study should begin in BP2 with a final report deadline of 6/1/2026. The Storage Field Development Plan should begin in BP2 with a final report due 4/1/2026.

Ash Grove's cement plant emits approximately 4,100 tonnes of CO<sub>2</sub> per day, with approximately 3,700 tonnes of high purity CO<sub>2</sub> expected to be captured, dehydrated and compressed for pipeline transport and storage. It will provide compressed CO<sub>2</sub> to the Offtaker at the Plant Gate. While the project is expected to capture, transport, and inject CO<sub>2</sub> for up to 25 years, the time limitations on the 45Q tax credits may shorten this period of time to 12 years.

### **Purpose of This Request for Proposal (RFP).**

The purpose of this RFP is to help Ash Grove identify and provide an Option to a potential CO<sub>2</sub> transportation and storage site partner (the CO<sub>2</sub> Offtaker) for the Ash Grove/Foreman Project. Interested parties are requested to submit a formal proposal in response to the information request and terms set within the RFP. The initial RFP will be used to build a foundation for further discussions and negotiations of a non-binding Option which may become the basis for a formal CO<sub>2</sub> Offtake, Transportation and Storage Contract. The party selected as the Offtaker would contribute to a Pipeline FEED study and Storage Field Development Plan, both of which are deliverables to DOE/OCED as part of the Project. The expectations are that the Offtaker would fund and act as EPCM and operator of the CO<sub>2</sub> pipeline and fund and act as EPCM and operate the storage facility as part of future phases of the project.

The proposal should contain information on the qualifications and past experiences of the Offtake Company(s) for transporting and storing CO<sub>2</sub>, their familiarity with possible storage site options, including availability of pore space and surface rights in the region near the Foreman Plant. The proposal should also discuss the key individuals that would be assigned to this Offtake Project as further discussed below. Any EPCMs that would be utilized for completing the Pipeline FEED study should be noted.

**Front-End Support.** Partial front-end support could be available from the US DOE/OCED Contract with the Southern States Energy Board (SSEB) and its sub-contractors for conducting a Pipeline FEED study, for drilling the initial characterization well, for submitting a Class VI permit application, and for the initial Community Benefits Plan. Proposals which include cost share from the Offtaker will also be considered. Inclusion of cost share would require the Offtaker to join the project as a subrecipient as opposed to as a vendor. Subrecipients would be required to comply with all conditions outlined in the prime award, including financial and technical reporting requirements. In general, these reporting requirements may include, but are not limited to, monthly or quarterly progress reports and participation in relevant meetings with DOE/OCED.

**Scope of Services.** In the opening section of the proposal, the Offtaker should describe whether the Scope of Services is for transportation of CO<sub>2</sub>, for the storage of CO<sub>2</sub>, or for integrated transportation and storage services. For integrated transportation and storage service, the Offeror should provide a short description of the integration arrangement and structure. For those responding with intent to provide transportation OR storage services, the Offeror should provide details on any partner(s) that would assist with the integration of transportation and storage service.

**Background, Capabilities, and Experience of Offtaker.** The proposal should provide a summary of the corporate background of the Offtaker, the set of CO<sub>2</sub> transportation and storage services and other related services currently being provided by the Offtaker, the status of any Class VI well permit applications prepared or submitted by the Offtaker and the status of these permit applications, and the existing pipeline systems, including any CO<sub>2</sub> pipelines, constructed and operated by the Offtaker. The Offtaker should provide the name of the corporate entity that will take ownership of the CO<sub>2</sub> at the Ash Grove/Forman Plant Gate, including its organization structure and other relevant information, and copies of financial statements for the last two (2) completed fiscal years, with balance sheets, income statements, and cash flow statements. Finally, the Offtaker should state their willingness to join the project as a subrecipient versus as a vendor.

**A. Comprehensive Discussion of the Proposed CO<sub>2</sub> Storage Site.** The Offeror should provide the best available information on the following storage site topics as well as other information and topics the Offeror deems relevant for the storage site section. Ash Grove understands this information may not be completely available. More detailed information will allow Ash Grove to better evaluate the merit of all proposals.

1. **Basic Information.** Provide the location and size of the proposed storage site, including the location map, the status of pore space and surface access rights obtained by the Offtaker within this proposed storage site, and any special features that might pose difficulties in obtaining pore space or surface rights.
2. **Geologic Setting and Model.** Provide as full as possible discussion of the geologic setting and geologic model for the storage site, including primary storage horizon(s), nature, quality and vertical extent of the primary confining unit(s), the depth of the deepest USDW and the confining units separating the USDW from the injection interval, any faults bounding or traversing the storage site and their transmissivity, as well as other relevant information. Provide type log and geologic cross-section(s) across storage site showing the injection interval(s) and confining unit(s), plus any additional data of relevance. Discuss the specific sources of data (number of well logs, core, seismic, etc.) used to construct the geologic model.
3. **Static Storage Capacity.** Provide estimates of static CO<sub>2</sub> storage capacity (resource) at P10, P50, and P90, for the proposed storage site, including the specific volumetric data (porosity, net pay, etc.) used to calculate static storage capacity.
4. **Dynamic Storage Capacity.** Discuss work performed on establishing dynamic storage capacity for the CO<sub>2</sub> storage site, including outline of the CO<sub>2</sub> plume, the elevated pressure fronts across the available storage area, and the potential location and map of the AOR. Assume an annual

CO<sub>2</sub> injection requirement of 1.35 million metric tons of CO<sub>2</sub> for 12 and for 25 years, and a post-injection monitoring time of 50 years.

5. **Storage Site Monitoring Program.** Provide the best available information on the monitoring plan for the storage site to assure safe, permanent storage of CO<sub>2</sub> and to track the migration of CO<sub>2</sub> across the storage area over time. Include a discussion of overall monitoring philosophy and in-zone, above-zone, and USDW monitoring wells planned for the monitoring program.
6. **Storage Site Permitting and Construction Strategy.** Discuss the timing of plans for submitting an application for a Class VI permit, including any stratigraphic wells and seismic activity planned to be conducted prior to submitting the Class VI permit application. Provide a generic timeline for constructing the storage site and beginning of operations, once the Class VI permits to construct and to operate have been approved. Describe how this permitting and construction strategy could integrate with the Foreman DOE/OCED Feed Project's timeline for drilling a stratigraphic test well, completing a Class VI permit, and developing a Storage Field Development Plan.

**B. Comprehensive Discussion of CO<sub>2</sub> Pipeline System.** The Offtaker should provide the best available information on the following pipeline topics. The CO<sub>2</sub> exiting the Plant Gate is expected to be >95% pure at pressures in excess of 120 bar.

1. **Basic Information.** Provide location, distance, and size(s) of pipeline system for connecting the Foreman Plant to the CO<sub>2</sub> storage site, including map of proposed pipeline route.
2. **CO<sub>2</sub> Quality and Specifications.** Discuss whether the specifications entered for the composition of CO<sub>2</sub> and other constituents at the Plant Gate (provided above) are acceptable by the pipeline system or if certain gas components and their volumes are problematic.
3. **Pipeline Integrity Management.** Discuss pipeline integrity management program, including surveys, safety inspection capability, repair procedures and other pipeline integrity systems commonly used by the pipeline operator.
4. **Pipeline Permitting and Construction Strategy.** Provide a generic timeline for constructing the CO<sub>2</sub> pipeline assuming a Class VI well permit has been obtained. Discuss key agencies that would be involved in providing permits and approvals for the pipeline system, including the nature of the permit and expected timelines for agency review. Describe how this permitting and construction strategy could integrate with the Foreman/DOE OCED Feed Project's timeline for completing a Pipeline FEED study, as described in the "Company Background" section of Exhibit A.

**C. Financing the Storage and Pipeline System.** Discuss how the Offtaker will finance the development of the storage site and the pipeline system. Demonstrate the financial capability of the Offtaker to assemble the required financing.

**D. Pipeline System and Storage Site Development Schedule.** The Offtaker should provide a potential pipeline system and storage site development schedule. For the pipeline system, provide a timeline for key activities such as obtaining right of ways, obtaining permits, establishing the

FID and conducting other key activities. For the storage site, discuss key activities such as completion of pore space leasing, drilling of any stratigraphic wells and shooting seismic, establishing the FID, submitting the Class VI permit application to construct, and commencing with operations and injection of CO<sub>2</sub>. Discuss how these activities would be integrated with the Foreman DOE/OCED Project.

**E. Comprehensive Community Engagement.** Provide an overview of current actions already taken and any future plans for conducting comprehensive community engagement for the storage site and for the pipeline system.

**F. Confidential Transportation and Storage Pricing, Volume Flexibility and Other Terms.** To the extent possible, the Offtaker should discuss the nature and specifics of the pricing schedule for providing CO<sub>2</sub> transportation and storage services. This confidential information may be provided separately to Ash Grove when appropriate.

**G. Other Information.** The Offtaker should provide other information of relevance to the proposal plus the contact information and acceptance of reporting requirements, set forth below.

1. **Contact Information.** Provide the name(s), title, address, email and phone numbers for the key contact(s) for the storage site and pipeline systems set forth in the proposal.
2. **Reporting Requirements.** The proposal will discuss how the Offtaker will provide reliable information to meet the reporting requirements for qualifying for the 45Q tax credit, including the mass of CO<sub>2</sub> received, any CO<sub>2</sub> losses between acceptance of the CO<sub>2</sub> at the Plant Gate and the storage site, and the mass of CO<sub>2</sub> stored in the subsurface.

## H. RFP Schedule and Contacts.

1. **Timeline.** The Offtaker must submit its Proposal addressing the above key transportation, storage and other topics on or before 5:00 PM ET on April 30<sup>th</sup>, 2024. The Project Team anticipates selecting an Offtaker for further negotiations by May 31, 2024. Pre-selection interviews are anticipated to occur throughout May 2024. A CO<sub>2</sub> offtake MOU is expected to be in place by June 30, 2024.
2. **Sharing of Information.** In response to a request by the Offtaker, SSEB/Ash Grove/Foreman is available for pre-bid meetings to respond to any questions received from Offtaker and for the SSEB/Ash Grove/Foreman to seek clarifications. The Bidder may submit written questions to Nicholas Kaylor at [kaylor@sseb.org](mailto:kaylor@sseb.org) prior to submitting its Proposal. Questions will be accepted up to 5 PM ET on April 29<sup>th</sup>, 2024. Applicant questions and the Project Team responses will be distributed via email to the applicant pool to ensure all applicants have access to the same information.
3. **Key Contacts.** All questions concerning this RFP should be sent in writing to Nicholas Kaylor at [kaylor@sseb.org](mailto:kaylor@sseb.org). Final submission of the Proposal should be sent to Nicholas Kaylor via email at [kaylor@sseb.org](mailto:kaylor@sseb.org).

## I. Other Option/Contract Considerations

**Ownership and Custody of CO<sub>2</sub>.** Custody, control, risk of loss and legal and liability to all CO<sub>2</sub> will pass from Ash Grove/Foreman to Offtaker at the Plant Gate.

**Rights to Tax and Other Incentives.** Ash Grove/Foreman will retain any tax incentives including, but not limited to, 45Q credits. Offtaker will provide information and access to Ash Grove and its representatives and auditors necessary for submitting information for qualifying for the 45Q and other tax incentives. Offtaker will provide information to Ash Grove/Foreman on storage of CO<sub>2</sub> and other topics to comply with all 45Q and IRA regulations.

**Storage Site Maintenance.** Upon completion of injection, Offtaker will be responsible for the maintenance and monitoring of the storage site and the stored CO<sub>2</sub> in accordance with all applicable laws and agreed on site maintenance program.

**Leakage or Loss of CO<sub>2</sub>.** Offtaker will indemnify and hold harmless Ash Grove/Foreman from any recapture or loss (as applicable) of any 45Q tax credit from or related to a leak or release of CO<sub>2</sub> from the Pipeline System or the Storage Facility.