

AI Infrastructure Community Evaluation Framework (AICEF)

Public Cost Protection, Resource Sustainability, Fiscal Return, Community Benefits, and Preparedness

The information contained in this document is not intended to take a position to support or oppose the development of AI infrastructure in a particular jurisdiction. The information is included as a representation of some of the information that may be helpful in determining whether a jurisdiction wishes to pursue an AI infrastructure opportunity. The information should NOT be used as is and should be developed further in consultation with attorneys and other relevant professionals to tailor the information sought by the jurisdiction to facilitate its decisions surrounding AI economy issues. This template is intended to be customized with jurisdiction-specific dates, legal requirements, incentive policies, and utility conditions before issuance.

This AI infrastructure community evaluation framework (AICEF) is designed to place Missouri communities in a position of strength when assessing AI infrastructure buildout in their area. The AICEF moves the conversation to a paradigm more familiar to city and county governments – that of requiring an official proposal from AI infrastructure companies that brings transparency and a true analysis of the implications, benefits, and feasibility of the development(s) being proposed.

Procurement Objective	Select a qualified proposer that can deliver an AI infrastructure project without shifting infrastructure, utility, water, resource depletion, or fiscal risk onto the public.
Required Showings	Utility service on schedule; no customer subsidy; feasible water use; positive public return; enforceable community benefits; air, sound, ground water, soil pollutants/impacts.
Submission Type	Best-value competitive proposal with narrative, schedules, certifications, attachments, and binding commitment statements.
Intended Use	Template for a city, county, or other Missouri local government evaluating AI infrastructure proposals and negotiating development conditions.

1. Notice of Request – Gathering Critical Information of the Proposed Project

The City/County requests sealed proposals from qualified developers, operators, and affiliated project entities for the development, construction, ownership, and operation of an AI infrastructure within the jurisdiction, subject to all terms, conditions, and minimum requirements set forth in this evaluation framework (“AICEF”).

This procurement is structured to determine whether a proposed project can be approved and supported without imposing unreasonable utility, water, fiscal, land-use, pollutants or community burdens on the public, existing customers, or existing taxpayers.

2. Background and Procurement Objectives

The City/County seeks project details that deliver private investment and community value while maintaining utility reliability, protecting existing customers from subsidy, preserving water resilience, ensuring a positive net public return after incentives and infrastructure costs, and converting community commitments into enforceable obligations.

Offerors should assume that generalized economic-development claims will not be sufficient. The City/County requires specific commitments, implementation methods, assumptions, evidence, and remedies.

3. Definitions

Defined Term	Meaning
City/County	The issuing Missouri local government and its authorized officers, employees, consultants, and agents.
Offeror	Any person or entity submitting a proposal, including developer-led teams and special-purpose entities.
Project	The proposed AI infrastructure development and all associated utility, water, transportation, site, and operational infrastructure.
Community Benefits	Specific, measurable commitments benefiting local residents or institutions, memorialized in enforceable instruments.
Public Return	The net economic and fiscal value to the jurisdiction after accounting for incentives, direct and indirect public costs, and infrastructure burdens.

4. Anticipated Procurement Schedule

Milestone	Date / Time
AICEF Issued	[Insert date/time]
Pre-Proposal Conference	[Insert date/time]
Deadline for Written Questions	[Insert date/time]
Addendum Issued if Any	[Insert date/time]
Proposal Due Date	[Insert date/time]
Interviews / Presentations if Any	[Insert date/time]
Notice of Intent to Award	[Insert date/time]
Negotiation / Development Agreement Period	[Insert date/time]

5. Instructions to Offerors

- Offerors shall read the entire AICEF and submit a complete proposal addressing every required section, question, and attachment.
- By submitting a proposal, the Offeror represents that it has examined the engagement framework and has informed itself of the conditions affecting the proposal and project.
- All responses shall be written in clear, specific terms. Conditional statements, generalized assurances, unsupported claims, and references to future determination without a present methodology may be treated as non-responsive.
- The City/County may request clarifications, supplemental materials, interviews, revised pricing or commitments, and draft legal instruments during evaluation and negotiation.
- The City/County may reject any proposal that omits material information, contains material misstatements, or fails to provide a workable method for meeting the City/County's public-interest requirements.
- Unless otherwise stated, the Offeror's proposal shall remain valid for not fewer than 180 days after the proposal due date.

6. Proposal Submission Requirements

- Submit one original and [] copies, or electronic submission in the format directed by the City/County.
- Clearly label each volume, attachment, and confidential submission. The City/County may require a redacted public version of the proposal.
- Each proposal shall be signed by an authorized representative legally capable of binding the Offeror and, if requested, its parent or guarantor entities.

- Proposals shall be organized in the exact order requested in Section 7 below.

7. Required Proposal Format

Volume	Required Content
Volume 1 – Executive Summary	Project overview, requested approvals, requested incentives, principal risks, and summary of commitments.
Volume 2 – Qualifications and Team	Entity structure, ownership, team roles, financing capability, and experience with comparable projects.
Volume 3 – Technical and Infrastructure Plan	Site plan, utility plan, water plan, phasing, schedule, and operational approach.
Volume 4 – Fiscal and Community Impact	Public return model, incentive request, infrastructure burden analysis, and community benefits proposal.
Volume 5 – Legal Commitments and Certifications	Proposed exceptions, certifications, evidence of authority, and draft forms of enforceable commitments.
Volume 6 – Mandatory Attachments	All schedules, letters, studies, model outputs, and supporting documentation required by this AICEF.

8. Core Response Standard for All Substantive Questions

For each substantive question in Sections 9 through 13, the Offeror shall answer in three parts under the exact subheadings shown below:

What the Offeror will do. State the commitment, deliverable, action, standard, or performance obligation.

How the Offeror will do it. Describe the method, schedule, evidence, assumptions, responsible parties, controls, and documentation.

Why the proposed approach resolves the issue. Explain why the approach solves the public problem identified and how the City/County will be protected if the project proceeds.

9. Utility Service Can Be Provided on Schedule

The Offeror shall respond to each question below using the three-part response standard set out in Section 8.

9.1 Utility Service Delivery Commitment

Describe all electric (renewable and conventional), natural gas if any, telecommunications, and related utility services required for construction, commissioning, and full operations, including redundancy and substation, transmission, distribution upgrades, or back-up utility contingencies using renewable or conventional.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

9.2 Evidence of Utility Readiness

Provide evidence that each relevant utility can serve the project on the proposed timeline, including any “will-serve” letters, interconnection analyses, or equivalent confirmations.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

9.3 Schedule Reliability and Contingency Planning

Describe the project’s plan to manage schedule risk arising from interconnection, infrastructure buildout, equipment procurement, and commissioning.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

9.4 Phasing and Load Ramp Discipline

Explain how construction, energization, and load ramp-up will be tied to actual infrastructure readiness and prevented from outrunning available system capacity.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

9.5 Performance Security for Utility-Dependent Obligations

State what security, guarantees, damages, or other assurances the Offeror will provide to protect the City/County and utility stakeholders from incomplete buildout, delay, or abandonment.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

10. Existing Customers Will Not Subsidize the Project

The Offeror shall respond to each question below using the three-part response standard set out in Section 8.

10.1 Cost Responsibility Allocation

Describe how all project-attributable utility and infrastructure costs will be identified, allocated, and borne without shifting cost to existing customers.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

10.2 Special Rate Structure or Tariff Treatment

Disclose any special tariff, rate class, negotiated service agreement, economic-development rider, or other non-standard utility treatment contemplated for the project.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

10.3 Stranded-Cost and Underutilization Protection

Explain how the Offeror will protect against under-recovery if the project is delayed, downsized, suspended, or uses less load than forecast.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

10.4 Transparency of Public and Utility Support

Identify every form of requested or expected public support, concession, cost participation, or indirect benefit tied to utility or infrastructure service.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

10.5 Independent Verification of No-Subsidy Claims

Explain what level of third-party review, audit access, and data transparency the Offeror will accept to verify that no impermissible cost shifting will occur.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

11. Water Use Will Be Feasible Even Under Stress Conditions

The Offeror shall respond to each question below using the three-part response standard set out in Section 8.

11.1 Water Demand and Supply Profile

Quantify daily, peak, annual, and seasonal water use, identify all sources of supply, and explain wastewater implications.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

11.2 Stress-Condition Feasibility

Describe how the project will remain feasible during drought, peak summer demand, source restrictions, outages, or emergency conditions.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]

Why the proposed approach resolves the issue	[Offeror response.]
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11.3 Water Efficiency and Cooling Technology

Describe the cooling system and the measures the Offeror will implement to minimize water demand while maintaining operational reliability.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

11.4 Water Infrastructure Impacts

Identify all upgrades, expansions, or operational changes required to public water, sewer, stormwater, or related systems and who will fund them.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

11.5 Monitoring, Reporting, and Enforceable Water Limits

State what metering, reporting, audit, and enforcement framework the Offeror will accept over the life of the project.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

12. Public Return Remains Positive After Incentives and Infrastructure Costs

The Offeror shall respond to each question below using the three-part response standard set out in Section 8.

12.1 Net Public Benefit Demonstration

Provide a full fiscal and economic model demonstrating the project's net public return after incentives, infrastructure demands, administrative costs, and service burdens.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

12.2 Jobs, Wages, and Local Economic Impact

Distinguish between construction-phase benefits and long-term operating impacts and provide the method used to estimate each.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

12.3 Incentive Justification and Minimum Necessary Support

For every requested incentive, show why it is necessary, how it was sized, and why lesser support would not produce substantially the same project outcome.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

12.4 Infrastructure Burden Accounting

Explain how transportation, public safety, stormwater, oversight, emergency-management, and utility burdens have been quantified and incorporated into the project economics.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

12.5 Clawbacks, Reopeners, and Performance-Based Public Support

Describe what clawback, reopener, audit, and milestone-based protections the Offeror will accept if real-world performance falls below assumptions used to justify approval or incentive support.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

13. Community Benefits Are Contractual, Measurable, and Enforceable

The Offeror shall respond to each question below using the three-part response standard set out in Section 8.

13.1 Defined Community Benefit Commitments

Identify each community benefit the Offeror proposes to deliver, including scope, beneficiary groups, timing, and funding or in-kind value.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

13.2 Contractual Form and Enforceability

State how the Offeror will convert community commitments into enforceable obligations, including development agreements, conditions of approval, incentive agreements, or other legal instruments.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

13.3 Measurable Performance Standards

Describe the objective metrics, baselines, milestones, and verification methods for each community benefit commitment.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

13.4 Community Engagement and Responsive Design

Explain how residents, institutions, and affected stakeholders will be consulted and how documented community input will influence the final benefit package.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

13.5 Remedies for Nonperformance

State the remedies the Offeror will accept for missed, deficient, or delayed community commitments, including cure periods, liquidated damages if any, supplemental performance, or permit/incentive consequences.

What the Offeror will do	[Offeror response.]
How the Offeror will do it	[Offeror response.]
Why the proposed approach resolves the issue	[Offeror response.]

14. Possible Evaluation Criteria and Basis for Award (this is a possible scoring example that could be used in the event of evaluating a project proposal)

Award, if made, will be made to the responsible and responsive Offeror whose proposal is determined to be most advantageous to the City/County, considering the evaluation factors below and any negotiated refinements. The City/County reserves the right to engage in discussions, clarifications, interviews, and best-and-final-offer procedures if permitted by applicable law and procurement policy.

Factor	Illustrative Considerations	Weight
Utility readiness and schedule reliability	Verified service capability, realistic phasing, schedule controls, and security for utility-dependent obligations using renewable and/or conventional sources for primary and/or back-up generation.	25
No-subsidy and cost protection	Strength of cost-allocation method, stranded-cost protections, transparency, and auditability.	20

Factor	Illustrative Considerations	Weight
Water feasibility and resilience	Water demand discipline, cooling efficiency, drought/stress planning, and public-system compatibility.	15
Public return and fiscal integrity	Net fiscal value after incentives and infrastructure burdens, realism of assumptions, and performance-based safeguards.	20
Community benefits and enforceability	Specificity, local relevance, measurability, legal enforceability, and remedy structure.	15
Offeror qualifications and execution capability	Experience, financing, legal structure, and ability to deliver comparable projects.	5

15. Mandatory Attachments

At minimum, each proposal shall include the following attachments unless expressly waived in writing by addendum:

- Entity organizational chart and disclosure of ownership, affiliates, and key project parties.
- Evidence of authority to submit proposal and bind the Offeror.
- Project site plan, phasing plan, and utility one-line or equivalent conceptual infrastructure diagrams.
- Utility “will-serve” letters or equivalent utility correspondence and study materials available as of proposal submission.
- Water supply, wastewater, and stormwater studies or conceptual engineering reports.
- Fiscal impact model, including assumptions and sensitivity cases.
- Description of requested incentives and public participation, with estimated value and legal basis.
- Draft term sheet or marked outline of proposed development agreement and community benefit commitments.
- Risk register identifying principal project, infrastructure, and delivery risks.
- Financial statements, evidence of financing capability, and guarantor information if applicable.
- Proposed form of performance security or description of security to be negotiated.
- Litigation, regulatory, bankruptcy, and material-default disclosure for the Offeror and key affiliates for the prior five years.

16. Required Certifications

Each proposal shall contain certifications signed by an authorized representative in substantially the following form, subject to City/County-approved refinements:

- Certification of accuracy and completeness of proposal submissions and supporting data.
- Certification that the signer has authority to bind the Offeror and any identified guarantor or parent support entity to the extent stated in the proposal.
- Certification that all requested incentives, concessions, and support have been fully disclosed.
- Certification that the Offeror will preserve records and cooperate with reasonable audit and verification requests concerning utility, water, fiscal, and community-benefit claims.
- Certification that, if selected, the Offeror will negotiate in good faith toward definitive agreements consistent with the proposal and City/County requirements.
- Certification regarding conflicts of interest, anti-collusion, and compliance with applicable law.

17. Reservation of Rights

- Reject any or all proposals, in whole or in part, with or without cause.
- Waive minor informalities or irregularities that do not materially prejudice the procurement or the public interest.
- Request clarifications, supplemental data, revised commitments, or interviews from one or more Offerors.
- Negotiate with one or more Offerors regarding scope, schedule, community benefits, utility protections, water conditions, incentive structure, and legal terms.
- Discontinue, reissue, or modify this procurement at any time before definitive agreement execution.
- Condition any award on approval by the governing body, completion of due diligence, satisfactory negotiation of enforceable agreements, and compliance with all applicable legal requirements.
- Decline to award if the City/County determines that no proposal adequately protects the public interest, even if a proposal is otherwise responsive.

18. General Terms and Conditions

- All costs of proposal preparation, due diligence, presentations, and negotiation shall be borne solely by the Offeror unless expressly agreed otherwise in writing.
- Materials submitted may be subject to disclosure under applicable public-records laws, subject to lawful treatment of protected confidential information.
- No proposal, statement, or discussion shall bind the City/County unless and until authorized officials execute definitive written agreements approved in accordance with applicable law.
- Any selected proposal will be subject to further legal, technical, fiscal, and policy review and may be conditioned on additional protections not specifically enumerated in this AICEF.

19. Offeror Signature Page

Offeror Legal Name	
Authorized Signatory	
Title	
Date	
Mailing Address	
Email / Phone	

Authorized Signature: _____

Printed Name: _____

Appendix A. Proposal Compliance Checklist

Item	Included	Notes
Executive Summary	☐	
Qualifications and Team	☐	
Utility Response Section	☐	
No-Subsidy Response Section	☐	
Water Response Section	☐	
Public Return Response Section	☐	
Community Benefits Response Section	☐	
Mandatory Attachments	☐	
Required Certifications	☐	
Signature Page	☐	