



City of Bartow

Invitation To Negotiate Bulk Power Supply
Proposal Number: EL-2022-23-01

Issue Date: Friday, September 9, 2022
Proposals Due: Monday, October 24, 2022
No Later Than 5:00 p.m. (EDT)

Send Proposals To:

City of Bartow
Attn: City Manager, Proposal #EL-2022-23-01
450 N. Wilson Avenue
Bartow, FL 33830

CITY OF BARTOW
NOTICE OF
INVITATION TO NEGOTIATE

The Cities of Bartow, Florida and Wauchula, Florida (Cities) are both retail electricity providers within their respective cities. The Cities are jointly issuing this Invitation to Negotiate (ITN) to provide approximately 90 MW of capacity and energy. The Cities intend to compile a portfolio of bulk power resources that is sufficient to satisfy the retail load of the two municipally owned electric utilities. In addition to seeking competitive prices, the Cities intend to compile a portfolio of supply resources that reduces exposure to natural gas prices and lessens emission of greenhouse gasses.

Six (6) sealed proposals (an original and five (5) copies) and one electronic copy (on USB drive) shall be submitted to the City no later than 5:00 P.M. on Monday, October 24, 2022. Each proposal shall be submitted in a sealed envelope prior to the time established for opening of proposals, and the envelope shall be marked with the proposal number (EL-2022-23-01), title of the proposal ("INVITATION TO NEGOTIATE POWER SUPPLY"), name of Respondent, and proposal opening date.

Sealed proposals are to be addressed as follows for either mail or hand delivery: City of Bartow City Manager, Proposal #EL2022-23-01, 450 N. Wilson Avenue, Bartow, Florida. Proposals submitted by mail must be received by the city by 5:00 p.m., October 24, 2022.

The Invitation to Negotiate may be downloaded from the City of Bartow's website www.cityofbartow.net or by contacting the Purchasing Department at (863) 534-0141.

The Cities reserve the right to: a) Reject any and/or all proposals received in response to this ITN; b) Waive errors or omissions by Respondents in any proposal if corrected to the Cities' satisfaction; c) Reject any proposals not received on or before the proposal due date and time; d) Reject any proposal if the Respondent fails to extend the validity date as requested by the Cities; e) Not disclose detailed reasons for rejecting a proposal; f) Accept other than the lowest price proposal due to non-price considerations; g) Negotiate arrangements for power supply with one or more Respondents; h) Request clarifications from Respondents at any time; and i) Amend this ITN at any time.

Invitation to Negotiate Bulk Power Supply
per specifications

Legal Ad
Proposal #EL-2022-23-01
Polk News Sun
Wednesday, September 14, 2022
Wednesday, September 21, 2022

SOLICITATION FOR BULK POWER SUPPLY

EXECUTIVE SUMMARY

The Cities of Bartow, Florida and Wauchula, Florida (Cities) are both retail electricity providers within their respective cities. The Cities are jointly issuing this solicitation to provide approximately 90 MW of capacity and energy. The Cities intend to compile a portfolio of bulk power resources that is sufficient to satisfy the retail load of the two municipally owned electric utilities. In addition to seeking competitive prices, the Cities intend to compile a portfolio of supply resources that reduces exposure to natural gas prices and lessens emissions of greenhouse gasses. Existing bulk power supply resources terminate on 31 December, 2023, so the Cities are seeking bulk power supply resources to replace the existing arrangements. The current schedule for this solicitation is as follows:

Issue Invitation to Negotiate (ITN) to prospective Respondents	9 September 2022
Responses to ITN due	24 October 2022
Completion of Evaluation of Responses	21 November 2022
Completion of Negotiation of Contracts with Successful Respondents	16 January 2023

The Cities seek responses for the following resource types:

1. Firm capacity and associated energy from existing generating resources. The Cities prefer contract terms of 3 to 7 years but will consider alternative terms. The Cities envision that these resources will be in a load following mode. The Cities are connected to the Duke Energy Florida transmission system. See Bid Form 4.
2. Developers proposing new 10 to 20 MW solar or biomass resources (wood-waste) on sites provided by the Cities. Cities will enter a long term (20-30 years) Purchase Power Agreement (PPA) for capacity and energy from these resources. See Bid Form 5 (solar) or Bid Form 6 (wood-waste).
3. Peak shaving RECIPS of 2-4 MW capacity on sites provided by the Cities. Cities will enter a long term PPA for capacity and energy from these resources. See Bid Form 7.

4. Power from Landfill projects. Cities will enter a long term PPA for capacity and energy from these resources. See Bid Form 8.

Detailed instructions to potential Respondents and bid forms are included on the following pages.

BACKGROUND INFORMATION

The City of Bartow is 40 miles east of Tampa, and 60 miles southwest of Orlando in Polk County, Florida. It is strategically located at the intersection of U.S. Highway 98 and State Road 60. The current population of Bartow is 19,406. Bartow has a municipally owned electric utility and has provided electric service since 1903. Additionally, the utility provides water, wastewater and solid waste services.

Bartow is interconnected to the Duke Energy Florida transmission system via 69 kV interconnections at six substations. Currently Bartow's all requirements electrical service is provided by Florida Municipal Power Agency. The current contract terminates on 31 December 2023. Bartow receives the output of a 7.26 MWac solar plant located in the northeast portion of the City. The City has a long-term PPA with the owner of the solar facility.

The City of Wauchula is located on US 17 20 miles south of Bartow in Hardee County, Florida. The current population of Wauchula is 4,872. Wauchula has a municipally owned electric utility and has provided electric service since 1922. Additionally, the utility provides water, wastewater and solid waste services.

Wauchula is interconnected to the Duke Energy Florida transmission via a 69 kV interconnection at Wauchula's single substation.

HISTORICAL LOAD DATA

The Cities intend to compile a portfolio of resources sufficient to satisfy the retail load requirements of both Cities. The Respondents should consider the combined load of the two Cities when preparing the proposals. Due to the configuration of each City's distribution systems, resources may be located in one City but the Cities will share in the cost and benefit of the resource by reciprocal billing arrangements such as is done with community solar projects. This sharing arrangement will not impact the capacity and energy suppliers. Each resource will have contracts with a specific City.

Historical load data has been tabulated for each City and the combined load in the following tables. The peak demands are non-coincident.

Table 1
Historical Peak Demand kW

	Bartow	Wauchula	Total Cities
2019	59,277	13,810	73,087
2020	60,526	14,071	74,597
2021	61,371	13,941	75,312
2022 (thru Aug)	63,919	12,986	76,905

Table 2
Historical Electric Energy Requirements

	Bartow	Wauchula	Total Cities
2019	298,722	64,940	363,662
2020	302,713	64,439	367,152
2021	308,039	62,467	370,506
12 Months ending May 2022)	304,042	63,049	367,091
2024 Forecasted	400,000	64,000	464,000

The Cities are forecasting load growth at 1.7 percent annually between 2023 and 2030.

The consultant has hourly load data from May 2021 through August 2022 and can be requested via email to whhenterprises@earthlink.net.

INSTRUCTIONS TO RESPONDENTS

1. General

The Cities are seeking a portfolio of highly reliable sources of capacity and energy from one of more suppliers which will be delivered to the Cities distribution system. The Cities will also consider proposals from contiguous utilities or independent power producers for delivery at distribution voltage. The Cities' distribution voltage is 12.47 kV. The Cities will also consider proposals for capacity and/or energy from renewable resources.

The Cities will consider proposals for partial requirements as well as proposals for full requirements. The Cities will also consider multiple proposals from each Respondent. Partial requirements proposals must be for at least 10 MW (excepting RECIPS and Landfill Gas projects) and for a period of at least three years. All-requirements proposals must be for a period of at least three years. The Cities prefer that the term of any all-requirements proposals be between three and seven years; however, the Cities will consider proposals for a period of greater than seven years. The Cities expect all-requirements proposals would supply the Cities' load requirements at the delivery points on an instantaneous basis with no restrictions with respect to load factor and growth on load within the Cities' service area. The pricing of all requirements proposals shall include all reserves mandated by FRCC and SERC. The Cities expect that firm partial requirements proposals from other electric utilities will have a degree of firmness which is equivalent to the Respondent's native load or in the case of non-utility generators firmness which represents a first claim on capacity from designated resources.

2. Pre-Proposal Conference Call

Cities will conduct a conference call on September 29, 2022. Each potential Respondent expressing a desire to respond to this ITN by executing the Intent to Propose Form will receive the details regarding the conference call one week prior to the conference call. Respondents are encouraged to participate in this conference call; however, participation in the call is not required.

3. Requests for Clarifications

All inquiries and requests for information or clarifications to this ITN must be submitted in writing to:

City of Bartow
Attn: City Manager Proposal #EL-2022-23-01
450 N. Wilson Avenue
Bartow, Florida 33830.

The Cities reserve the right to respond to any inquiries. If responses are provided, the written responses will be issued via Addendum to all persons submitting an Intent to Propose Form.

4. Communications, Interpretations and Addenda

To ensure fair consideration for all Respondents, the Cities prohibit communication to or with any department, division or employee during the ITN and proposal evaluation process, except as provided below. Such communications initiated by a Respondent may be grounds for disqualifying the offending Respondent from consideration or award of the proposal then in evaluation and/or any future proposal.

Communication between Respondent and the Cities' consultant may be initiated by the Consultant in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal.

Any questions relative to interpretation of specifications or the evaluation process shall be submitted in writing as indicated below, by Monday, October 10, 2022. No inquiries will be given any consideration if received after this date. Any interpretation made to prospective Respondents will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective Respondents. Oral answers will not be authoritative.

It will be the responsibility of the Respondent to contact the Cities prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the proposal.

Direct inquiries to:

City of Bartow
Attn: City Manager Proposal #EL-2022-23-01
450 N. Wilson Avenue
Bartow, Florida 33830.
(863) 534-0100

5. Notice of Intent to Propose

All Respondents are encouraged to submit to the Cities, by E-mail or mail, written notification of their intent to submit a proposal in response to this ITN. **Such notice of intent should arrive at the City offices at 450 North Wilson Avenue in Bartow by 5:00 p.m. EPT on Friday, September 23, 2022.** The official Notice of Intent to Propose form is included as ITN Form 1. All sections of the Notice of Intent to Propose form should be completed in full and it should be signed by a duly authorized representative of the

Respondent. Completed forms shall be submitted to the attention of David Wright at the address in Section 4 above or via email (dwright.finance@cityofbartow.net).

6. Form and Submission of Proposal

ITN Packages and Addenda will be sent via U.S. mail or email. Addenda will be issued via mail or email at least fourteen (14) days before the date that proposals are due. All Addenda must be acknowledged on the ITN Form 3 in order for the proposal to be considered responsive.

As part of the actual proposal submitted, all Respondents are required to complete the Respondent's Certification (ITN Form 2), the Addendum Page (ITN Form 3) and the Checklist (ITN Form 9). The Cities require that proposals remain valid until the later of 90 days after the proposal due date or the date when all regulatory approvals relating to the proposal and related transmission services have been obtained, solely as determined by the Cities. The Respondent may modify the Proposal Forms but any modifications to Proposal Forms shall be limited to the minimum extent necessary to present information necessary to evaluate the proposals.

Six (6) sealed proposals (an original and five (5) copies) and one electronic copy (on USB drive) shall be submitted to the City no later than 5:00 P.M. on Monday, October 24, 2022. Proposals will not be accepted after this time and date.

Each proposal shall be submitted in a sealed envelope prior to the time established for opening of proposals, and the envelope shall be marked with the Proposal number (EL-2022-23-01), title of the proposal ("INVITATION TO NEGOTIATE POWER SUPPLY"), name of Respondent, and proposal opening date.

If submitted by mail, the envelope shall be submitted in a sealed envelope addressed to the City Manager. If submitted otherwise than by mail, it shall be submitted in a sealed envelope and delivered to the Office of the City Manager.

A Respondent may submit more than one proposal. Each proposal submitted by a Respondent will be evaluated separately and must therefore meet all the requirements of this ITN on an individual basis.

Sealed proposals are to be addressed as follows for either mail or hand delivery:

City Manager
450 N. Wilson Avenue
Bartow, Florida 33830
(863) 534-0100 Office

Proposals submitted by mail must be received by the City by 5:00 pm, October 24, 2022.

All costs associated with the proposal are to be borne by the Respondent. The Cities will not reimburse any Respondent for costs incurred in responding to this ITN or for costs incurred during subsequent negotiations.

7. Errors, Modification or Withdrawal of Proposal

Each Respondent is expected to carefully review the information provided in this ITN as it contains important instructions which should be followed in preparing the proposal. Respondent assumes the risk of any non-compliance resulting from errors on the part of the Respondent or the failure of the Respondent to follow the ITN.

All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the proposal. All proposals must be signed with the firm name and by a responsible officer or employee.

Correction or withdrawal of inadvertently erroneous proposals shall be permitted up to the time of the Proposal Due Date. After the Proposal Due Date, no changes in proposal prices or other provisions shall be permitted; provided, however, the Cities shall have the authority to waive minor irregularities.

The Respondent may withdraw a proposal by giving written notice to the Cities at the address noted in Section 3 prior to the Proposal Due Date.

8. Reserved Rights

The Cities, at any stage in the ITN process, reserve the right to:

- a) Reject any and/or all proposals received in response to this ITN;
- b) Waive errors or omissions by Respondents in any proposal if corrected to the Cities' satisfaction;

- c) Reject any proposals not received on or before the proposal due date and time;
- d) Reject any proposal if the Respondent fails to extend the validity date as requested by the Cities;
- e) Not disclose detailed reasons for rejecting a proposal;
- f) Accept other than the lowest price proposal due to non-price considerations;
- g) Negotiate arrangements for power supply with one or more Respondents;
- h) Request clarifications from Respondents at any time; and
- i) Amend this ITN at any time.

9. Conflict of Interest/Statement of Non-Collusion

A proposal may be disqualified at any point in the evaluation process if the Cities determine, in their sole discretion, that the Respondent has attempted to gain an advantage through conduct deemed unethical, conflict of interest, interference or any such means.

The award hereunder is subject to Chapter 112, Florida Statutes. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of either City. Further, all Respondents must disclose the name of any employee of the Cities who owns, directly or indirectly, an interest of five percent (5%) or more of the Respondent's firm or any of its branches.

The Respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive responses in connection with the proposal and that the Respondent is not financially interested in, or otherwise affiliated in a business way with any other Respondent on the same land or improvements.

10. Proprietary Confidential Business Information

All proposals shall become the property of the Cities. Except as noted below, the Cities will not disclose to third parties any information that is clearly labeled "Proprietary Confidential Business Information" in a proposal unless such disclosures are required by law or by order of a court or government agency having appropriate jurisdiction. Each page of Proprietary Confidential Business Information must be clearly labeled "PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION" at the top of the page. The Cities reserve the right to disclose information contained in proposals to the Florida Public Service Commission. The Cities also reserve the right to disclose information

contained in proposals to its consultant(s) for the sole purpose of assisting in the proposal evaluation process. The Cities will require the consultant(s) to maintain the confidentiality of the document.

The Cities are governmental entities subject to the Florida Public Records Law (Chapter 119, Florida Statutes). Some, or all, of the materials or information provided by Respondent to the City will be considered a "public record" which the Cities, by law, are obligated to disclose upon request of any person for inspection and copying, unless the public record or the information is otherwise specifically exempt or confidential by statute. Should Respondent provide any material which it believes, in good faith, contains information which would be exempt from disclosure or copying under Florida law, Respondent shall indicate that belief by typing or printing, in bold letter, the phrase "PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION" both on the initial page and on the face of each affected page of such material and shall submit both a complete and a redacted version of such material. Should any person request to examine or copy any material so designated, only the redacted version of the affected material or page(s) thereof will be produced. If litigation is filed in relation to a refusal to release information designated as "Proprietary Confidential Business Information" and Respondent is not initially named as a party, Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provision or conditions of the Respondent's proposal and any provision of any other document relating to the disclosure of material or information considered by the provider to be confidential or proprietary and shall constitute the Cities' sole obligation with regard to maintaining confidentiality of material or documents, of any kind, or any other information provided by Respondent or its Affiliates or Sub Contractors.

11. Compliance with Regulations

It shall be the responsibility of each Respondent to ensure that their proposal is in full compliance with OSHA, EPA, Federal and State of Florida regulations or other requirements as applicable.

12. Execution of Proposal

Proposal must contain a manual signature of an authorized representative in the space provided.

13. Disputes

In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Cities shall be final and binding on both parties.

14. Legal Requirements.

Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.

15. Minimum Requirements

Each proposal must satisfy these minimum requirements in order to be included in the evaluation process. Failure to meet the specified minimum requirements may result in rejection of the proposal. These minimum requirements are intended to demonstrate, to the reasonable satisfaction of the Cities, that the Respondent has the ability to meet the Cities' needs as presented in this ITN.

1. The proposal shall remain valid to the later of 90 days after the Proposal Due Date, or the date all regulatory approvals relating to the proposal and related transmission service have been obtained.
2. The Respondent has completed the **appropriate** ITN Forms 1 through 9. All forms requiring a signature must be signed by a duly authorized official representing the Respondent.
3. Pricing information must be provided by Respondents in sufficient detail for the Cities to fully analyze each proposal.

16. Proposal Evaluation

The objective of the proposal evaluation process is to establish a short-list of proposals that best meet the needs and preferences of the Cities as expressed in this ITN and from which the Cities may select one or more Respondents for direct negotiations. The evaluation will be performed in several discrete stages, and at each stage proposals that do not survive the screening will not be considered at the next stage. Only information provided by Respondents as a part of their proposal submissions and subsequent clarifications submitted in response to such request(s) from the Cities will be considered

in the evaluation. No unsolicited data received by the Cities after the Proposal Due Date will be evaluated. Clarifications may be requested by the Cities at any stage in the evaluation process.

The first stage of the evaluation process may consist of a screening for compliance with the Form and Submission of Proposal requirements in Section 6 and the Minimum Requirements in Section 15. At the next evaluation stage, initial price screening of proposals will be accomplished by comparing the proposals on a present-value cost basis. Detailed price and non-price evaluations, if necessary, may be conducted next. From this detailed analysis, proposals will be ranked. A short-list of proposals will be developed and Respondent(s) will be selected for participation in negotiations. The Respondent(s) selected will be notified for commencement of negotiations.

Selection and elimination of proposals and subsequent notification of Respondents at all stages of the evaluation will be at the Cities' discretion. The Cities intend to notify Respondents of those proposals that are eliminated from further consideration under this solicitation within a reasonable amount of time.

Bid Forms

ITN Form 1
TO BE COMPLETED BY ALL RESPONDENTS

Notice of Intent to Propose

Due: September 23, 2022 (5:00 PM EPT)

1. Company Name:

2. Name of Contact Person:

3. Mailing Address:

4. Telephone:

5. Fax:

6. E-Mail:

ITN Form 2
TO BE COMPLETED BY ALL RESPONDENTS

Respondent's Certification

I have carefully examined the Invitation to Negotiate, Instructions to Respondents, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this ITN.

I hereby propose to furnish the goods or services specified in the Invitation to Negotiate at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the Cities adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal. I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Bartow or City of Wauchula or any other Respondent interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: Sworn to and subscribe before me this

Signature

_____ day of _____ 2022

Printer Name and Title

Signature of Notary

Mailing Address

My Commission expires _____

City State and Zip Code

Personally Known _____

Telephone Number

Or Produced _____

Identification _____

Email Address

Type _____

ITN Form 3
TO BE COMPLETED BY ALL RESPONDENTS

Addendum Page

The undersigned acknowledges receipt of the following addenda to the ITN (indicate number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

COMPANY

SIGNATURE

TITLE

ITN Form 4

TO BE COMPLETED ONLY BY RESPONDENTS PROPOSING CAPACITY AND ENERGY FROM EXISTING RESOURCES

Capacity and Energy Pricing from Existing Resources

The Respondent is encouraged to use the Pricing Forms provided in this section to the maximum extent possible. However, if the Respondent's proposal is not consistent with the format of these forms, the forms may be altered to facilitate the submission of the pricing. The Respondent is encouraged to alter the forms to the minimal extent possible.

Provide the total cost of capacity delivered into the transmission grid for each contract year below, expressed in \$/MW-month. Complete only for years in which capacity is proposed.

12 Month Period Ending December 31	Total Capacity Price \$/MW/Month
2024	
2025	
2026	
2027	
2028	
2029	
2030	

Provide an explanation of how the monthly billing capacity will be determined including measurement points and the time period over which the monthly billing capacity will be determined and if coincidence to Respondent's peak is considered. Provide any additional explanation the Respondent may believe necessary in order to accurately evaluate the Capacity Pricing:

ITN Form 4 (continued)

Non-Fuel Energy Pricing for Firm Capacity Proposals

Provide the non-fuel charge of energy delivered into the transmission grid for each contract year below, expressed in \$/MW-Hr. If the Respondent is not proposing Time of Use pricing for the Non-Fuel Energy Rate, complete the first column only. If the Respondent is proposing Time of Use Non-Fuel Energy pricing, complete the On-Peak and Off-Peak Columns only. Complete rows only for years in which energy is proposed.

12 Mo. Period Ending December 31	Non-Fuel Energy Price \$/MW-Hr	On Peak Non-Fuel Energy Price \$/MW-Hr	Off Peak Non-Fuel Energy Price \$/MW-Hr
2024			
2025			
2026			
2027			
2028			
2029			
2030			

Provide any additional explanation the Respondent may believe necessary in order to accurately evaluate the Non-Fuel Energy Pricing. If the Respondent has proposed Time of Use pricing specify times of on-peak and off-peak periods for each season.

ITN Form 4 (continued)

Fuel Energy Pricing

Fixed Fuel Energy Rates. If the Respondent is proposing fixed Fuel Energy Rate, provide the Fuel Energy Rate for energy delivered into the transmission grid for each contract year below, expressed in \$/MW-Hr. If the Respondent is proposing a levelized Fuel Energy Rate, complete the first column only. If the Respondent is proposing Time of Use Fuel Energy Rates, complete the On-Peak and Off-Peak columns only. Complete rows only for years in which energy is proposed. If the Respondent is not proposing fixed Fuel Energy Rates, do not complete the table.

12 Mo. Period Ending December 31	Levelized Fuel Energy Rate \$/MW-Hr	On Peak Fuel Energy Rate \$/MW-Hr	Off Peak Fuel Energy Rate \$/MW-Hr
2024			
2025			
2026			
2027			
2028			
2029			
2030			

Formulaic or Cost Based Fuel Energy Rates. If the Respondent is proposing pricing that will vary based on actual fuel cost or fuel indices, detail the methodology used to determine the monthly Fuel Energy Rate. The explanation of the methodology should be specific and in sufficient detail that the explanation can be utilized as contract language. Attach additional sheets if necessary.

ITN Form 4 (continued)

Sample Formulaic or Cost Based Fuel Energy Rate Calculation. Provide an example of the actual calculation the Fuel Energy Charge for August 2022 using actual data. Note the result of the calculation should agree with the data provided in the following table. Attach additional sheets if necessary.

Historical Fuel Energy Rates. If the Respondent has based the proposed Fuel Rate on actual costs or on indices, provide the actual cost that would have been charged to the Cities for the preceding twelve months. If the Respondent is proposing levelized Fuel Energy Rates, complete the first column only. If the Respondent is proposing Time of Use Fuel Energy Rates, complete the On-Peak and Off-Peak columns only.

Monthly Period	Levelized Fuel Energy Rate \$/MW-Hr	On Peak Fuel Energy Rate \$/MW-Hr	Off Peak Fuel Energy Rate \$/MW-Hr
August 2022			
July 2022			
June 2022			
May 2022			
April 2022			
March 2022			
February 2022			
January 2022			
December 2021			
November 2021			
October 2021			
September 2021			

ITN Form 4 (continued)

If the Respondent believes that fuel costs during this period of time was not reflective of normal conditions, the Respondent may provide additional explanation, however the monthly costs provided above must reflect the actual costs that would have been charged the Cities using the methodology proposed by the Respondent.

Payment Terms. The Respondent should provide proposed payment terms. The description should be in sufficient detail to be used in the contract.

ITN Form 5

TO BE COMPLETED ONLY BY RESPONDENTS PROPOSING A SOLAR FACILITY

Solar Proposal

The Cities will consider proposals for solar systems with a capacity of up to 15,000 KW_{AC}. The Cities will execute a PPA with the successful Respondent to purchase all output from the solar facility for a period of 25 to 30 years. The Delivery Point of the electrical output of the solar facility shall be located on the site of the solar facility and will be at 12,470 volts. The Cities will extend its distribution system to the site of solar facility at no cost to the Respondent. The Cities will also provide a cleared and level site of sufficient size for the solar facility. Final grading for stormwater and retention ponds shall be the responsibility of the Respondent. The Respondent shall also include the cost of decommissioning and restoration of the site to the original condition at the end of the PPA. The proposed solar facility shall include a monitoring system that logs solar radiation, electrical output and weather data each hour. The hourly data shall be assessable to the Cities via the internet.

The Cities prefer that pricing be based on a fixed energy price in dollars per MW/hr_{AC} at the delivery point for the entire 25-year period. Pricing shall include all costs including design, engineering, equipment procurement, testing, commissioning, interconnection to the Delivery Point, protective relaying, start-up, operation and maintenance, replacement of any failed equipment during term of PPA plus any other costs required to place the system in service and maintain energy production at expected levels.

Size of Proposed Solar System _____ \$ kW_{AC}

Expected Production year 1 as
measured at Delivery Point _____ MW-hrs _{AC}

Required land area for site _____ acres

Energy Charge at Delivery Point _____ \$ per MW-hr _{AC}

Escalation Rate of Energy Charge
(City prefers no escalation) _____ per year

ITN Form 5 (continued)

Type of System (fixed or tracking) _____

Annual degradation system output _____ % per year

Project Duration from Contract Execution
To Solar Plant in Commercial Operation _____ weeks

Major Equipment Information

Solar Cells (must be UL listed)

Cell Manufacturer _____

Model Number _____

Power Rating of each panel _____

Number panels required _____

INVERTORS

Invertor Manufacturer _____

Model Number _____

Invertor Rating (watts) _____

Invertor Efficiency (CEC method) _____

Number invertors required _____

ITN Form 5 (continued)

Monitoring System

System Supplier

Other information the Respondent believes relevant.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ITN Form 6

TO BE COMPLETED ONLY BY RESPONDENTS PROPOSING A BIOMASS FACILITY

Newly Constructed Capacity Proposal - Biomass

The Cities will consider proposals to construct new waste wood biomass capacity located within the Bartow service area with delivery at distribution voltage. The new capacity shall have a minimum capacity of 10,000 kW and a maximum capacity of 20,000 kW. The Cities require that the new capacity be capable of operating at part loads in accordance with hourly block energy scheduling. The delivery point of the electrical output of the generation facility shall be located on the site of the generation facility and will be at 12 kV or 25 kV. The Cities will extend its distribution system to the site of generation facility at no cost to the Respondent. The City will execute a long term PPA for the capacity and energy from the proposed generation unit/s. Proposed pricing shall include all costs including engineering, permitting, equipment procurement, construction, testing, commissioning, interconnection, protective relaying, start-up, operation and maintenance plus any other costs required to place the system in service and operate and maintain the unit/s for the term of the PPA.

The Respondent may assume the following:

1. A level and cleared site will be provided by the Cities
2. Wood-waste shall be delivered to the facility site at no cost to the Respondent
3. The Cities will not impose any interconnection charges

Capacity of Proposed Generation Plant at Delivery Point _____ kW

Plant Site Size _____ acres

Minimum Load Restriction (if any) _____ kW

Proposed PPA Term _____ years

Expected Availability of Generation Facility _____ percent

Planned Maintenance Outages _____ weeks per year

ITN Form 6 (continued)

Capacity Price Year 1 at Delivery Point _____ \$/kW-month

Capacity Price escalation rate _____ % per year

Energy Price Year 1 at Delivery Point _____ \$/kW-hr

Energy Price escalation rate _____ % per year

Estimated time from PPA Contract Execution
To Commercial Operation _____ months

Brief description of proposed generating unit and major equipment manufacturers

ITN Form 7

TO BE COMPLETED ONLY BY RESPONDENTS PROPOSING A RECIP FACILITY

RECIP Proposal

The Cities will consider proposals for RECIPS with a capacity of between 2,000 and 4,000 KW standby rating. The Cities will execute a PPA with the successful Respondent to purchase all output scheduled from the RECIP facility for a period of at least 25 years. The Delivery Point of the electrical output of the solar facility shall be located on the site of the RECIP facility and will be at 12,470 volts. The Cities will extend their distribution system to the site of solar facility at no cost to the Respondent. The Cities will also provide a cleared and level site of sufficient size for the RECIP facility. The Respondent shall include the cost of a weather enclosure, day tank and fuel oil storage tank capable of three days full load operation. The Respondent shall also include the cost of decommissioning and restoration of the site to the original condition at the end of the PPA. The proposed RECIP facility shall include a monitoring system that logs RECIP operational data and electrical output each hour. The hourly data shall be assessable to the Cities via the internet.

The Cities prefer that pricing be based on a fixed capacity price in dollars per MW-month at the delivery point for the life of the contract. Pricing shall include all costs including design, engineering, equipment procurement, testing, commissioning, interconnection to the Delivery Point, protective relaying, start-up, operation and maintenance, replacement of any failed equipment during term of PPA plus any other costs required to place the system in service and maintain energy production at expected levels. The Respondent may propose an energy price to recover maintenance and other variable costs. The Respondent should assume that the facility will operate at a capacity factor of approximately 3 percent. The facility shall be capable of remote starting and stopping and synchronization. The Cities shall have the ability to control loading on the facility remotely

The Respondent may assume the following:

1. A level and cleared site will be provided by the Cities
2. The Cities will provide diesel fuel of suitable quality at no cost to the facility owner
3. The Cities will not impose any interconnection charges to the distribution system

ITN Form 7 (continued)

Capacity of Proposed RECIP _____ kW

Required land area for site including fuel storage _____ square feet

Capacity Charge at Delivery Point _____ \$ per MW-month

Escalation Rate of Capacity Charge
(City prefers no escalation) _____ % per year

Energy Charge at Delivery Point _____ \$ per MW-hr

Escalation Rate of Energy Charge
(City prefers no escalation) _____ % per year

Project Duration from Contract Execution
To RECIP Plant in Commercial Operation _____ weeks

Major Equipment Information

Engine Manufacturer _____

Model Number _____

Other information the Respondent believes relevant.

ITN Form 8

TO BE COMPLETED ONLY BY RESPONDENTS PROPOSING A LANDFILL GAS TO POWER FACILITY

Energy Proposal – Landfill Gas to Power

The Cities will consider proposals to receive energy and capacity from new or existing landfill projects. The new capacity shall have a minimum capacity of 1,000 kW and a maximum capacity of 10,000 kW. The Delivery Point of the energy shall be into Duke Transmission System or at the distribution system of the City of Bartow (12 kV or 25 kV.) The Cities will execute a long term PPA for the capacity and energy from the proposed generation unit/s. Proposed pricing shall include all costs including engineering, permitting, equipment procurement, construction, testing, commissioning, interconnection, protective relaying, start-up, operation and maintenance plus any other costs required to place the system in service and operate and maintain the unit/s for the term of the PPA.

Capacity of Proposed Generation Plant at Delivery Point	_____kW
Minimum Load Restriction (if any)	_____kW
Proposed PPA Term	_____years
Planned Maintenance Outages	_____weeks per year
Capacity Price Year 1 at Delivery Point	_____\$/kW -month
Capacity Price escalation rate	_____ % per year
Energy Price Year 1 at Delivery Point	_____\$/kW-hr
Energy Price escalation rate	_____ % per year
Date that Capacity and Energy is available	_____month/year
Expected Annual Generation	_____kW-hrs

ITN Form 8 (continued)

Brief description of proposed generating unit, location of generating unit and any reserve analysis of methane production at the landfill.

ITN Form 9

TO BE COMPLETED BY ALL RESPONDENTS

CHECKLIST

All ITN Forms checked below have been included as part of the proposal.

ITN Form 2 - Respondent's Certification (REQUIRED) _____

ITN Form 3 - Addendum Page (REQUIRED) _____

ITN Form 4 Capacity and Energy Pricing from
Existing Resources _____

ITN Form 5 – Solar Proposal _____

ITN Form 6 – Biomass Proposal _____

ITN Form 7 – RECIP Proposal _____

ITN Form 8 – Landfill Gas Proposal _____

Signature of Respondent:

Name and Title

Company Name

ITN Form 1 is the Notice of Intent to Propose form which is sent to the City prior to, and separately from, the proposal