

NAVAJO TRIBAL UTILITY AUTHORITY
AN ENTERPRISE OF THE NAVAJO NATION

SECTION I. OVERVIEW ON REQUEST FOR PROPOSAL (RFP)

- A. Navajo Tribal Utility Authority (NTUA) is a special purpose government entity, multi-utility enterprise of the Navajo Nation which provides electric, water, wastewater, natural gas, photovoltaic, and communication services covering approximately 27,000 square miles across northeastern Arizona, northwestern New Mexico, and southeastern Utah. NTUA has six main district offices located in strategic communities spanning the Navajo Nation, with its corporate headquarters located in Fort Defiance, Arizona.

NTUA proposes to procure power and energy to be delivered to the Four Corners/WAPA Shiprock and WAPA Pinnacle Peak Delivery Points for NTUA, effective for a one-year, three-year, and five-year term, for months October through May beginning on January 1, 2023. The purpose of this project is to provide power and energy to the Navajo Nation.

Type of Service: To provide proposals for power and energy to NTUA (hereinafter referred to as "Proposers").

- B. Schedule of Activities:

1. Advertisement Period	March 30 – May 6, 2022
2. Scheduled Pre-Proposal Meeting ➤ (Virtual)	April 21, 2022 @ 1:30 p.m. (DST)
3. Questions Due	April 26, 2022 by 5:00 p.m. (DST)
4. Answers to Questions	April 29, 2022
5. Proposals Due to NTUA	May 6, 2022 @ 4:00 p.m. (DST)
6. Evaluation of Proposals/Interviews	May 9 – 20, 2022
7. Contract Formal Negotiation/Final Contract	May 23 – June 17, 2022
8. Selection and Notice of Award	June 24, 2022
9. Award Contract	June 27, 2022

- C. Inquiries: All questions must be submitted in writing to Avis Jimm, Contract Administrator, via email at avisj@ntua.com. NTUA will only respond to written questions related to this RFP submitted by the question due date. All such emails should have "NTUA Power Supply (Re-Solicitation) - Post 1/1/23 – QUESTIONS" in the subject line.



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- D. Proposal and Cost shall each be submitted in separate sealed envelopes clearly marked as follows: for the Proposal “DO NOT OPEN – NTUA POWER SUPPLY (RE-SOLICITATION) - POST 1/1/23 (TECHNICAL)” and for the Cost “DO NOT OPEN – NTUA POWER SUPPLY (RE-SOLICITATION) - POST 1/1/23 (COST)” and received by May 6, 2022 @ 4:00 p.m. (DST) at the following destination:

PHYSICAL ADDRESS: Navajo Tribal Utility Authority
ATTN: Avis Jimm, Purchasing Department
North Navajo Route 12 (Fed Ex/UPS/Hand-Deliver)
Fort Defiance, Arizona 86504
Office: (928) 729 – 6243

- E. Proposal submission, firms must submit as required:
1. An Original proposal (marked ‘Original’) with one (1) electronic copy on flash drive identical to the original by the due date at the address provided above. Verbiage for the proposal shall be limited to 25 pages (double-sided) in length. Any supporting documentation and supplemental information may be included in subsequent appendices, including the required cost proposals for each Delivery Point. Each page of the proposal shall include the proposing company name and page numbering.
 2. One Original cost (marked ‘Original’ and to not be included on the flash drive with the Technical Proposal but should be included on a separate flash drive for the Cost Proposal) in a separate sealed envelope to be opened only after determining that the proposal satisfies the requirements of this RFP. Each page of the cost proposal shall include the proposing company name and page numbering. The cost proposal must be clearly stated and indicated as firm or market-based (or a hybrid) and cannot be modified, unless there is a change in NTUA requirements after the RFP submission, once a company is selected.
 3. Ensure the proposal response is properly labeled on the outer part of the shipping package (hand-delivered, FedEx, or UPS). NTUA will not be responsible for the premature opening of proposal responses which have not been properly labeled.
- F. Proposers mailing their proposals shall allow sufficient time for delivery to ensure receipt by the due date and time. Late, facsimiled, or electronic mailed proposals will not be accepted.
- G. Only responsive proposals will be considered for award. In order for a proposal to be considered responsive, the Proposal and Cost must address the items listed in Section II, Proposal Evaluation Criteria.



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- H. Addendum to the Proposal: In the event it becomes necessary to revise any part of the proposal, the Contract Administrator shall issue a written addendum on the specifics of the change and inform all concerned. **Proposers shall ensure a signed copy of acknowledgment of any addendum is included with the proposal.**
- I. Rejection of Proposals: NTUA reserves the right to reject any or all proposals and to waive issues in the proposals received whenever such rejection or waiver is in the best interests of NTUA. NTUA reserves the right to reject any proposal based on deficient past performance, including projects or contracts conducted with NTUA, other Navajo Nation agencies, the federal, state, or local governments, or any commercial project.
- J. NTUA Liability: The Proposer agrees to indemnify, defend, and hold harmless NTUA and its officers, agents, employees, community representatives and volunteers from any and all claims, judgments, losses, damages, payments, costs, and expenses of every nature and description, including attorney's fees, arising out of, or resulting from the Proposer's failure to deliver power and energy, as described in any Agreement resulting from its RFP.
- K. All costs incurred by the Proposer in preparing and responding to this solicitation are the sole responsibility of the Proposer. Any proposal submitted pursuant to this solicitation is at the sole risk and responsibility of the party submitting such proposal.
- L. NTUA reserves the right to select more than one winning proposal and may award contracts to multiple Proposers. NTUA will select the winning proposal(s) on a best value basis, not strictly on a cost basis analysis e.g., the lowest cost, will be selected. As described in Section II – Proposal Evaluation Criteria and Section III – Scope of Work, the winning Proposer(s) will best meet these evaluation criteria, including, but not limited to, cost, qualification, past performance, financial condition of the Proposer, evaluation of the power supply source, and cost. A successful Proposer(s) is expected to perform at a high level to meet NTUA's contractual requirements.
- M. Contractual Clauses: In order for NTUA to contract for services of this nature, **the successful Proposer must agree to include as part of the Agreement the following two clauses:**
1. **Governing Law:** The governing law and dispute jurisdiction will be the Navajo Nation Law and Courts. No provision of the contract shall constitute a waiver of sovereign immunity of the Navajo Nation.
 2. **Taxes:** The successful Proposer shall include any applicable taxes within their cost proposal. It will be the successful Proposer's responsibility to pay all applicable taxes to the respective collection authority, and the cost of any tax shall not be passed through as a cost to NTUA.



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3. A non-disclosure agreement will be required to be executed by all bidders, attached hereto. Such non-disclosure agreement shall be executed and transmitted prior to the Pre-Proposal meeting to be considered for this RFP. Such non-disclosure agreement is attached hereto as Exhibit A.
 4. Indemnification: The successful proposer shall protect, indemnify, defend, and hold harmless, NTUA, its officers, agents, employees, successors, and assigns, against and with respect to any and all liabilities arising out of or in any way connected with the agreement that will be negotiated with the successful proposer, except for the payment of money by NTUA for power and energy actually supplied.
- N. Award of Agreement: Upon selection, a purchase order together with a negotiated agreement of the terms and conditions (Agreement) will be prepared between NTUA and the successful Proposer. The proposal submitted by the Proposer(s) may also become part of the Agreement.
- O. Preference will be made in accordance with the Navajo Business and Procurement Act (12 N.N.C. § 1501 et seq.); the Navajo Nation Procurement Act (12 N.N.C. § 301 et seq.); the Navajo Nation Business Opportunity Act (5 N.N.C. § 201 et seq.) and other applicable statutory and regulatory requirements. Proposers shall submit evidence of their Preference Priority Certification if applicable.
- P. NTUA will hold a virtual pre-proposal meeting on April 21, 2022, at 1:30 p.m. (DST) for those interested Proposers wishing to meet with the NTUA power supply team. Contact Avis Jimm, Contract Administrator, via email at avisj@ntua.com, to confirm participation in the virtual meeting. All such emails should have "NTUA Power Supply (Re-Solicitation) - Post 1/1/23 - PRE-PROPOSAL MEETING" in the subject line.



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SECTION II. PROPOSAL EVALUATION CRITERIA

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. NTUA reserves the right to request additional information from any proposer at any time during the evaluation and selection process.

A. **Title Page/Cover Letter.**

Include company name, address, web site, telephone number, and primary contact person with e-mail, direct line, and mobile phone numbers. The title page will be considered a cover letter, and should be signed by an agent, owner, or authorized officer of the company.

B. **35 Points – Pricing.** Provide a detailed cost proposal for the power supply and associated energy that Proposer is bidding on, with all other costs included, to the Delivery Point(s) (e.g., transmission services, ancillary services, and other charges).

C. **25 Points – Proposer’s Financial Capability.** Provide evidence of the financial capability to support the power supply requirements for the term.

1. Provide evidence the firm has the financial capability to perform the delivery of the power supply. The Proposer must submit a copy of its most recent independent audit report as part of its proposal. The audit report shall be certified by a CPA or a financial institution. The Proposer may provide additional financial statements and relevant supporting documents which show its financial status.

2. The successful Proposer will be required to supply a payment bond or a Letter of Credit in a form acceptable to NTUA prior to award.

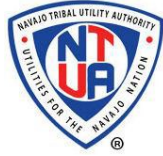
D. **15 Points – Proposer’s Qualification.** Proposals must specifically address the following:

1. Proposer must be a Western Systems Power Pool (WSPP) Member.

2. Resume of key personnel who will be assigned to this power supply contract: including their professional qualifications, experience, and a statement indicating the tasks these individuals will be assigned to perform (include as an Appendix A. This does not count toward the 25-page limit for the proposal).

3. Provide a reference list for at least three (3) power supply contracts of 25 MW or greater entered into during the last five (5) years: including a contact person, address, telephone number, and supply description. Failure to have at least three power supply contracts over the last five years may result in disqualification of Proposer. The Proposer is encouraged to provide examples of prior or current power supply contracts which meet the criteria of this power supply contract. All past experience(s) with NTUA and projects within the Navajo Nation should be included.

4. Evidence the Proposer has the experience and administrative capabilities to provide the required power supply.



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- E. **15 Points – Technical Specification Compliance.**
1. Submit a proposal for 1–year, 3–year and 5–year power supply, for the months October through May, including power supply sources, energy availability, limiting conditions, ancillary services, and transmission services. When partial power supply proposals are submitted, appropriate adjustments will be made.
 2. NTUA will not accept any proposals that are dependent upon transmission from or through the California Independent System Operator.
- F. **10 Points – Navajo Preference.** Provide proof of the Navajo Preference certification from the Navajo Nation Division of Economic Development. The Navajo Nation certifies all businesses according to the following priority classifications:
- Priority #1: 100% Navajo owned and controlled business entity.
 - Priority #2: Navajo businesses that are less than 100% owned and controlled but have majority ownership and control (51 %+).

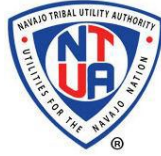
Points shall be awarded as following:

1. Priority 1: 10 points
2. Priority 2: 5 points
3. No Certification: 0 points

If these classifications do not apply, indicate as such within the proposal response.

- G. **Alternate/Additional Capabilities – Will Not Be Scored but may be considered.**
1. In the event a Proposer would like to provide:
 - a. Additional history of successful power supply.
 - b. Number of interruptions.
 - c. Force majeure events.
 - d. Other Services.

Proposer shall include such capabilities in a separate section of the Technical Proposal, labeled as an *Alternate/Additional*, along with specific information related to its proposal. This section shall not exceed an additional ten (10) pages of the Technical Proposal.



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SECTION III. POWER SUPPLY

A. General

NTUA seeks a one-year, three-year, and five-year firm supply of power and energy to be delivered to the trading hubs at Four Corners/WAPA Shiprock and WAPA Pinnacle Peak Delivery Points. NTUA is seeking power and energy, as set forth on the charts below.

Proposer shall propose cost on standard blocks of 25 MW for the Four Corners/WAPA Shiprock Delivery Point with right of NTUA to select the proper amount for each term. NTUA will also entertain partial requirements contract for the WAPA Pinnacle Peak 345kV bus Delivery Point, Table A-2 is an indication of the monthly NTUA retail load served from the respective Delivery Point.

Table A-1

Delivery Points	1-Year (1/1/2023 through 12/31/23)		3-Years (1/1/2023 through 12/31/25)		5-Years (1/1/2023 through 12/31/27)	
	Winter*	Winter*	Winter*	Winter*	Winter*	Winter*
WAPA Pinnacle Peak 345kV bus	16 MW		16 MW		16 MW	
	See average load shape (-70% capacity factor)		See average load shape (-70% capacity factor)		See average load shape (-70% capacity factor)	
Four Corners/WAPA Shiprock 345kV bus	50 MW	100 MW	50 MW	100 MW	50 MW	100 MW
	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)

*Seasons calendar months: Winter months October through May.

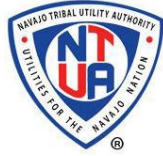


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Table A-2

WAPA Pinnacle Peak Delivery Point (Includes WAPA 4.5% system losses)																											
Days in Month	Month	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	HE01 (MW)	HE02 (MW)	Average Daily Energy Total (MWH)	Monthly Energy Total (MWH)
31	1/1/2023	12.5	12.4	12.3	12.4	12.6	13.2	13.9	14.2	14.1	13.6	13.1	12.7	12.3	12.0	11.8	11.7	11.8	12.5	13.5	13.8	13.8	13.7	13.2	12.8	309.9	9,607
28	2/1/2023	11.9	11.7	11.7	11.8	12.0	12.7	13.4	13.5	13.2	12.7	12.3	12.0	11.6	11.4	11.2	11.1	11.2	11.5	12.5	13.0	13.1	13.0	12.6	12.2	293.2	8,211
31	3/1/2023	11.4	11.5	11.4	11.5	11.8	12.5	13.1	13.1	12.7	12.3	12.0	11.7	11.4	11.2	11.0	10.9	10.9	11.1	11.8	12.6	12.7	12.6	12.2	11.8	285.1	8,840
30	4/1/2023	10.3	10.2	10.2	10.3	10.6	11.2	11.6	11.4	11.2	11.0	10.8	10.7	10.6	10.5	10.3	10.3	10.4	10.6	11.3	11.5	11.3	10.9	10.5	257.8	7,733	
31	5/1/2023	9.7	9.5	9.5	9.5	9.7	10.0	10.3	10.4	10.5	10.5	10.6	10.6	10.7	10.6	10.6	10.6	10.6	10.7	10.9	11.2	11.0	10.5	10.0	249.0	7,719	
30	6/1/2023	10.6	10.4	10.2	10.1	10.1	10.2	10.6	10.9	11.3	11.7	12.0	12.3	12.5	12.6	12.6	12.6	12.6	12.7	12.6	12.5	12.7	12.4	11.7	11.1	279.0	8,371
31	7/1/2023	11.2	10.9	10.7	10.6	10.7	10.7	11.1	11.5	11.9	12.3	12.7	13.0	13.2	13.4	13.4	13.4	13.3	13.2	13.1	13.0	13.2	12.8	12.2	11.6	293.1	9,086
31	8/1/2023	11.0	10.8	10.6	10.5	10.6	10.8	11.1	11.4	11.8	12.2	12.5	12.8	13.1	13.3	13.4	13.4	13.4	13.2	13.2	13.2	12.7	12.0	11.4	291.6	9,040	
30	9/1/2023	10.0	9.8	9.7	9.6	9.8	10.1	10.2	10.5	10.7	11.0	11.1	11.4	11.7	11.8	11.9	12.0	11.9	11.9	12.1	11.9	11.3	10.8	10.3	263.5	7,905	
31	10/1/2023	10.0	9.9	9.8	9.9	10.1	10.6	10.9	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.1	11.6	11.6	11.4	11.1	10.6	10.3	259.0	8,029	
30	11/1/2023	11.0	10.9	10.9	10.9	11.2	11.7	12.3	12.4	12.3	12.0	11.6	11.4	11.2	11.0	10.8	10.9	11.6	12.2	12.3	12.3	12.0	11.7	11.3	276.6	8,299	
31	12/1/2023	12.6	12.5	12.4	12.5	12.7	13.3	14.1	14.3	14.1	13.7	13.1	12.7	12.4	12.1	11.9	11.9	12.1	13.0	13.8	14.0	14.0	13.8	13.4	12.9	313.4	9,716
365	Annual Totals																										102,556
Month	HE01	HE02	HE03	HE04	HE05	HE06	HE07	HE08	HE09	HE10	HE11	HE12	HE13	HE14	HE15	HE16	HE17	HE18	HE19	HE20	HE21	HE22	HE23	HE24	Average Daily Energy Total (MWH)	Monthly Energy Total (MWH)	
90%	1/1/2023	13.9	13.7	13.7	13.8	14.0	14.6	15.4	15.7	15.6	15.1	14.6	14.1	13.7	13.4	13.1	13.0	13.1	13.9	15.0	15.3	15.4	15.2	14.7	14.2	15.7	82.0%
90%	2/1/2023	13.2	13.1	13.0	13.1	13.4	14.1	14.9	15.0	14.7	14.2	13.7	13.3	12.9	12.6	12.4	12.3	12.4	12.8	13.8	14.5	14.6	14.4	14.0	13.5	15.0	81.3%
85%	3/1/2023	13.4	13.5	13.5	13.6	13.9	14.7	15.4	15.4	14.9	14.5	14.1	13.8	13.4	13.2	13.0	12.9	12.9	13.1	13.8	14.8	15.0	14.8	14.4	13.8	15.4	77.0%
85%	4/1/2023	12.1	12.0	12.0	12.1	12.5	13.2	13.6	13.5	13.2	12.9	12.7	12.6	12.5	12.3	12.2	12.1	12.1	12.2	12.5	13.3	13.5	13.2	12.8	12.3	13.6	78.9%
85%	5/1/2023	11.4	11.2	11.1	11.2	11.4	11.8	12.1	12.3	12.3	12.4	12.5	12.5	12.5	12.5	12.4	12.5	12.5	12.6	12.8	13.2	12.9	12.3	11.8	13.2	13.2	78.4%
85%	6/1/2023	12.5	12.2	12.0	11.9	11.9	12.0	12.5	12.9	13.3	13.8	14.1	14.4	14.7	14.8	14.9	14.9	14.9	14.9	14.8	14.7	14.9	14.5	13.8	13.0	14.9	77.9%
85%	7/1/2023	13.1	12.8	12.6	12.5	12.6	12.6	13.0	13.5	14.0	14.5	14.9	15.3	15.6	15.7	15.8	15.7	15.5	15.4	15.3	15.5	15.1	14.4	13.7	15.8	15.8	77.2%
85%	8/1/2023	12.9	12.7	12.5	12.4	12.5	12.7	13.0	13.4	13.9	14.3	14.8	15.1	15.4	15.6	15.8	15.8	15.8	15.7	15.5	15.5	15.5	14.9	14.1	13.4	15.8	77.0%
85%	9/1/2023	11.8	11.5	11.4	11.3	11.5	11.8	12.0	12.3	12.6	12.9	13.1	13.4	13.7	13.9	14.1	14.1	14.1	14.0	14.0	14.3	14.0	13.4	12.7	12.1	14.3	76.8%
85%	10/1/2023	11.8	11.7	11.6	11.6	11.9	12.5	12.8	13.0	12.9	12.9	12.9	12.9	13.0	13.0	13.0	13.0	12.9	13.1	13.7	13.7	13.4	13.0	12.5	12.1	13.7	79.0%
90%	11/1/2023	12.2	12.1	12.1	12.1	12.4	13.0	13.7	13.8	13.6	13.3	12.9	12.7	12.4	12.2	12.1	12.0	12.1	12.9	13.6	13.7	13.6	13.4	13.0	12.5	13.8	83.6%
90%	12/1/2023	14.1	13.9	13.8	13.9	14.2	14.8	15.6	15.9	15.7	15.2	14.6	14.1	13.7	13.4	13.2	13.2	13.4	14.5	15.3	15.5	15.6	15.4	14.9	14.4	15.9	82.2%
	Annual Totals																									15.9	73.7%

Indicate products proposer intends to propose on.



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Table A-3

Delivery Points	Season	Capacity	1-Year (1/1/2023 thru 12/31/23)	3-Years (1/1/2023 thru 12/31/25)	5-Years (1/1/2023 thru 12/31/27)
WAPA Pinnacle Peak 345kV bus	Winter	16 MW	YES ___/NO ___	YES ___/NO ___	YES ___/NO ___
Four Corners/WAPA Shiprock 345kV bus	Winter	50 MW	YES ___/NO ___	YES ___/NO ___	YES ___/NO ___
Four Corners/WAPA Shiprock 345kV bus	Winter	100 MW	YES ___/NO ___	YES ___/NO ___	YES ___/NO ___

By submitting this cost response, the Proposer confirms that it will supply all elements of the 1-year, 3-year and 5-year proposal. If the Proposer is not submitting for the full needs set forth in this chart, then delineate in separate pages what it is willing to supply and confirm.

B. GENERAL SPECIFICATIONS

1. CERTIFICATION

- a. It is the Proposer’s responsibility to supply NTUA with all Navajo and state certifications, e.g., Navajo Business registration, as required.



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SECTION IV. PROJECT COST ESTIMATE

THE UNDERSIGNED PROPOSER, HEREBY OFFERS and agrees, if this proposed cost is accepted, to enter into an Agreement to supply power, energy, transmission, and ancillary services. The undersigned Proposer acknowledges that if awarded the contract, Proposer will be responsible for applicable taxes.

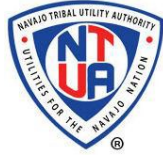
Provide a detailed cost proposal for the power supply and associated energy, with all other costs included, to the Delivery Point(s) (e.g., transmission services, ancillary services, and other charges).

Delivery Points	1-Year (1/1/2023 through 12/31/23)		3-Years (1/1/2023 through 12/31/25)		5-Years (1/1/2023 through 12/31/27)	
	Winter*	Winter*	Winter*	Winter*	Winter*	Winter*
WAPA Pinnacle Peak 345kV bus	16 MW		16 MW		16 MW	
	See average load shape (-70% capacity factor)		See average load shape (-70% capacity factor)		See average load shape (-70% capacity factor)	
Four Corners/WAPA Shiprock 345kV bus	50 MW	100 MW	50 MW	100 MW	50 MW	100 MW
	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)	7 by 24 (100% capacity factor)

*Seasons calendar months: Winter months October through May.

DELIVERY POINT: WAPA Pinnacle Peak 345kV Bus					
MEGA WATTS	SEASON	Proposed Cost (\$/MWh) *			
		1-YEAR (1/1/2023 thru 12/31/23)	3-YEARS (1/1/2023 thru 12/31/25)	5-YEARS (1/1/2023 thru 12/31/27)	
16 MW	Winter	\$ _____	\$ _____	\$ _____	

NOTE: See average load shape (-70% capacity factor).



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DELIVERY POINT: Four Corners/WAPA Shiprock 345kV Bus				
MEGA WATTS	SEASON	Proposed Cost (\$/MWh) *		
		1-YEAR (1/1/2023 thru 12/31/23)	3-YEARS (1/1/2023 thru 12/31/25)	5-YEARS (1/1/2023 thru 12/31/27)
50 MW	Winter	\$ _____	\$ _____	\$ _____
100 MW	Winter	\$ _____	\$ _____	\$ _____

NOTE: 7 by 24 (100% capacity factor).

*Proposer may insert additional cost details each power and energy supply it is proposing on.

Company Name: _____ Date: _____

Name/Title: _____

Signature: _____