

TASK ORDER No. 1

CONTINUING PROFESSIONAL SERVICES (Energy Management & Engineering Services)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation, (“City”) and **nFront Consulting LLC**, a Florida Limited Liability Company (“Consultant”)

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated March 5, 2025, and services are generally described as: Assistance with the City’s 2025 Power Supply Request for Proposals (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City with Energy Management & Engineering Services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Task Order shall be completed on a mutually acceptable as jointly determined by the Parties. A set of anticipated milestone dates designed to result in LWBU having a new power supply contract in place no later than November 3, 2025, is provided below, subject to various approvals by the City Commission and others.

- LWBU Limited Notice to Proceed to nFront (E-mail Authorization): March 5, 2025
- LWBU Notice to Proceed to nFront (Signed Task Order): March 19, 2025
- RFP Release: May 5, 2025
- Proposals Due: June 16, 2025
- Notice of Award: November 3, 2025
- Power Supply Agreement Commencement (i.e., power supply services start date): January 1, 2026

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of eighty five thousand dollars (\$85,000). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Bradley Kushner, phone: (785) 200-8989; email: BradKushner@nFrontConsulting.com; and the Project Manager for the City is Edward Liberty, phone:(561) 586-1670; email: eliberty@lakeworthbeachfl.gov.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Energy Management & Engineering Services) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated April 13, 2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

8.0 Compliance With Section 787.06, Florida Statutes (2024)

By signing this Second Amendment before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **NFRONT CONSULTING LLC**

By: Bradley Kushner

STATE OF Florida)
COUNTY OF Orange)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10th day of March 2025, by Bradley Kushner, as the Manager [title] of NFRONT CONSULTING, LLC, a Limited Liability Company authorized to do business in the State of Florida, who is personally known to me ~~or - who has produced _____ as identification~~, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind NFRONT CONSULTING, LLC to the same.

Sandra D. Kupetz
Notary Public Signature

Notary Seal:



Sandra D. Kupetz
Comm.: HH 120309
My Commission Expires:
June 4, 2025

EXHIBIT “1”
(4 Pages)

March 5, 2025 Power Supply RFP Support Proposal

General

The Scope of Services described herein will be provided by nFront Consulting LLC (“Consultant” or “nFront Consulting”) to Lake Worth Beach Utilities (“Client” or “LWBU”) (Consultant and LWBU are collectively the “Parties”) under the provisions of the Continuing Professional Services Agreement, dated April 13, 2023, between the City of Lake Worth Beach and nFront Consulting LLC (“Agreement”). The purpose of this Task Order is for the Consultant to provide assistance to LWBU in conducting a request for proposals (“RFP”) process associated with securing a replacement power supply agreement when LWBU’s existing Power Supply Agreement (“PSA”) with Orlando Utilities Commission (“OUC”) ends on December 31, 2025, as described and provided for in this Task Order. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

Scope of services

The Consultant shall perform the following tasks under the Scope of Services.

Task 1. Project Kickoff Meeting and Progress Calls

nFront Consulting will convene a Kickoff Meeting (via teleconference or in person, at Client’s discretion) to review and refine the RFP process. It is anticipated that the following topics will be discussed during the Kickoff Meeting, at a minimum:

- LWBU procurement process and requirements
- Involvement of LWBU staff in the RFP process, including LWBU’s legal team
- Identification of potential bidders
- RFP process
 - RFP distribution process
 - Information to be requested from bidders
 - Minimum bidder qualifications
 - Treatment of proprietary and confidential data submitted by bidders
 - Bidder question and answer process
 - Issuance and treatment of addenda
- RFP considerations
 - Desirable arrangements / resource types
 - Integration of LWBU’s BESS resource under development (related to GRIP grant)
 - Desired pricing concepts/approach
 - Desired value-add services
 - Transmission issues
 - Term
- Bid evaluation process
 - Power supply cost
 - Non-price factors
- Negotiation strategy and process (one versus multiple bidders)
- RFP schedule (e.g., release, RSVP, notice of intent to bid, Q/A deadline, proposal due, expected award, contract approval, and power supply services start dates)

nFront will provide a summary of the Kickoff Meeting via e-mail.

nFront Consulting will also convene Project Progress Calls periodically (e.g., bi-weekly) during the course of the project to facilitate communication and awareness of project progress and any issues to be

addressed, as well as to maintain momentum toward project milestones. nFront and LWBU may correspond in the interim and determine via e-mail that any scheduled call is not needed. nFront Consulting will summarize key takeaways of the Project Progress Calls via e-mail.

Task 2. Data Request

nFront Consulting will submit a data request to LWBU to obtain the following types of data and information, at a minimum, recognizing that some documents and information have already been provided by LWBU and/or may simply need to be verified.

- Utility Data
 - Load forecast
 - Existing generation resources (type, capacity, heat rate, fixed and variable operating costs, equivalent availability, remaining useful life, etc.)
 - Existing planning documents (e.g., most recent IRP, distribution system plan, etc.)
- Power Supply Agreement with OUC
 - Copy of the existing agreement (redacted if necessary)¹
 - Sample of bills from recent months
 - Summary of monthly billing data over the last 3 years
- Transmission Delivery Facilities
 - Description of transmission service arrangement(s)
 - Description of transmission interconnection(s) with FP&L
 - Planned changes to transmission interconnection(s)

nFront Consulting will review data and information provided by LWBU and follow-up as needed to clarify responses.

Task 3. Preparation of the RFP

nFront Consulting will work with LWBU to develop the RFP document, which is expected to comprise the following sections, at a minimum:

- Background (description of LWBU system, existing arrangements, power supply requirements)
- LWBU transmission arrangements and delivery point(s)
- Desired power supply arrangement and resources
- RFP Schedule (as determined in the Kickoff Meeting)
- Q&A Process
- Reserved Rights
- Proposal Content and Format
- Proposal Submission Process
- Evaluation Process and Criteria
- Minimum Requirements
- RFP Forms (e.g., notice of intent to bid, bidder questionnaire, proposal summary, etc.)

nFront will prepare up to three (3) successive drafts of the RFP, convene conference calls with LWBU to review changes, and incorporate comments provided by LWBU and its representatives. Review and input from LWBU's attorney will be necessary before the RFP is finalized. nFront will then finalize the document for distribution.

Task 4. RFP Distribution and Coordination

nFront Consulting will distribute the RFP, based on LWBU's direction, to potential bidders identified during the Kickoff Meeting. If a public notice of the RFP is required, nFront Consulting will work with LWBU to draft the notice and to provide a list of potential local and national publications (if required) where notice will be made. nFront will coordinate with respondents through their submittals of bid

¹ nFront would be happy to engage in an additional non-disclosure agreement with OUC if necessary.

responses, including engaging with prospective respondents through a Q&A process to be outlined in the RFP.

During the Q&A period, nFront will work with LWBU to respond to questions from potential bidders, through the issuance of addenda, as appropriate.

Task 5. Review and Evaluation of Proposals

nFront Consulting will review proposals received in response to the RFP for completeness, clarity, and conformance with minimum requirements and will coordinate with bidders to resolve issues with their proposals and obtain clarifications, as appropriate. nFront will determine whether any proposals should be rejected and will review these situations with LWBU.

nFront will then conduct an evaluation of the valid proposals, assumed for budget and schedule purposes to number no more than ten (10). It is anticipated that the analysis will be conducted using a Microsoft Excel model based on a set of internally consistent assumptions (e.g., inflation, natural gas prices, etc.). nFront may perform up to two (2) sensitivities, depending on the key driving variables and differences across the proposals received. Average system cost-based proposals and market or economy transactions will be considered in the analysis to the extent relevant to any proposal. However, it is anticipated that simplified projections of the cost of such resources will be developed from information, potentially utilizing data provided by the bidders in question. The preparation of a production cost simulation or market price forecast by the Consultant, if desired by LWBU, would be performed as Additional Services. It is not anticipated that technical or environmental reviews, which may be associated with proposals involving construction of new resources, will be required for this evaluation.

nFront will work with LWBU to determine an approach to address qualitative, non-price factors, capturing important characteristics of the proposal, qualifications and experience of the bidder, and whether any value-added services are included in the proposal. It is anticipated that a rating system will be developed that encompasses both price and non-price factors into a composite score for each proposal.

nFront will summarize the results of the analysis in a PowerPoint presentation and will convene a conference call with LWBU to review preliminary results. Depending on feedback, nFront will finalize the evaluation results and share final materials with LWBU. If appropriate, nFront can also be available to present this information to other LWBU stakeholders.

Task 6. Contract Negotiations

nFront Consulting will work with LWBU and coordinate with LWBU legal counsel to engage with the top-ranked bidder to develop the power supply contract. While the exact steps in this process may vary depending on how LWBU and the bidder(s) interact on developing the contract, nFront anticipates supporting the negotiation with the following.

- Assist the LWBU team, including LWBU's legal counsel as appropriate, with contract drafting, reviews, and negotiations with the highest ranked bidder(s)
- Participate in meetings with the LWBU's team, including LWBU's legal counsel as appropriate, and bidder(s)
- Conduct additional economic comparisons, as appropriate, based on discussions and clarifications regarding contract terms
- Work with the LWBU team, including LWBU's legal counsel as appropriate, to make presentations to LWBU stakeholders

To the extent a contract cannot be successfully executed with the top-ranked bidder(s), nFront will work with LWBU and LWBU's legal counsel, as appropriate, to engage the next highest ranked bidder to negotiate a contract as discussed above. The Budget Estimate included herein reflects a reasonable level of effort to conduct negotiations with a single bidder. To the extent that negotiations with multiple bidders become necessary or that negotiations are otherwise protracted, nFront Consulting can support such requirements as Additional Services.

Activities to be Performed by Client

Activities to be performed by the Client shall include the following:

- Review and provision of data and information requested by the Consultant
- Participation in conference calls and meetings by appropriate LWBU staff
- Review of draft deliverables prepared by nFront Consulting
- Other activities as reasonably requested by the Consultant to conduct the Scope of Services.

The budget estimate and schedule contained herein is conditioned upon the Client’s and Client’s advisors’ complete and timely submittal of data, information, and review in response to requests made by the Consultant.

ADDITIONAL SERVICES

At the written request of the Client, and to the extent not provided for in this Task Order, the Consultant may perform additional work consistent with the provisions outlined in the Agreement. Changes or modifications to the Scope of Services will be authorized by mutual written agreement between the Parties. A written agreement includes email correspondence between authorized representatives of the Parties. Additional Services may include but are not limited to the following:

- Evaluation of a number of proposals exceeding ten (10)
- Preparation of a production cost simulation or market price forecast by the Consultant
- Technical or environmental reviews of proposed resources
- Contract negotiations beyond the highest ranked bidder

Schedule for Completion

A mutually acceptable schedule for completion will be jointly determined by the Parties. A set of anticipated milestone dates designed to result in LWBU having a new power supply contract in place by November 3, 2025, is provided below, subject to various approvals by the City Commission and others.

- LWBU Limited Notice to Proceed to nFront (E-mail Authorization): March 5, 2025
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In order to maintain this schedule, it will be necessary to perform some of the task outlined in the Scope of Services section in parallel.

Compensation

Fee for Services

Services are to be provided on a time and materials basis. Compensation for services performed will be based on actual time worked and the billing rates² shown in Table 1 below. The total charges for the services described under the Scope of Services above, excluding travel-related and any other direct expenses incurred by Consultant in providing services under this Task Order, will not exceed an initial budget estimate of eighty five thousand dollars (\$85,000) without obtaining prior written authorization from the Client.

**Table 1
Billing Rates**

Staff Position	\$/Hour
Managing Director	\$300
Executive Consultant	\$285
Senior Consultant	\$260
Analyst/Consultant	\$165

² Consistent with billing rates provided for in the Agreement.

Out of Pocket Expense

Client shall reimburse Consultant for all reasonable out-of-pocket expenses incurred by the Consultant during the prosecution of this Task Order, in an amount equal to the actual cost thereof. Such costs shall be in addition to the not to exceed fee stated in the Fee for Services section herein.