



Request for Qualifications (RFQ)
for

ENERGY RISK COMPLIANCE & QUALITY ASSESSMENT

Q015-26

RFQ Due Date: January 28, 2026, 5:00 PM

RFQ Acknowledgement Date: January 29, 2026, 10:00 AM

LEGAL NOTICE AND REQUEST FOR QUALIFICATIONS

Q015-26

The Brownsville Public Utilities Board (BPUB) will accept electronic or sealed responses to this Request for Qualifications for the Energy Risk Program Compliance & Quality Assessment until **January 28, 2026, at 5:00 PM** in the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Electronic or sealed RFQs received after this time will not be considered.**

RFQ's will be publicly opened, and the names of the Firms responding will be read aloud on January 29, 2026, at 10:00 AM. Firms can call (956) 214-6020 at 10:00 AM on this date to listen to the RFQ acknowledgment.

Brownsville Public Utilities Board utilizes the Texas Purchasing Group to post Request for Proposal (RFP) and bid opportunities. Registration is available at [registering on Bidnet Direct's Texas Purchasing Group](#), if you haven't already registered.

Detailed specifications may be obtained at the following website: https://www.brownsville-pub.com/RFQ_status/open/

Please mark on the **outside of the envelope and on any carrier's envelope**: "RFQ FOR ENERGY RISK MANAGEMENT COMPLIANCE & QUALITY ASSESSMENT", Q015-26, January 28, 2026, 5:00 PM. Send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575 or via electronically through BidNet.

The BPUB will not be responsible if the U.S. Postal Service or any other courier system fails to deliver the RFQ to the BPUB, Purchasing Office by the deadline above. **RFQs via electronic transmission will be accepted via Bidnet only.**

The BPUB reserves the right to reject any or all RFQs and to waive irregularities contained therein, and to accept any RFQ(s) deemed most advantageous to the BPUB.

BY:

Diane Solitaire

Purchasing

Brownsville Public Utilities Board

(956) 983-6366 - Phone

Please submit this page upon receipt

ACKNOWLEDGEMENT FORM

Q015-26 RFQ for Energy Risk Compliance & Quality Assessment

For any clarifications, please contact Diane Solitaire at BPUB Purchasing Department at (956) 983-6366 or e-mail: dsolitaire@brownsville-pub.com

Please email this page upon receipt of the RFQ package or legal notice. If you only received the legal notice and want the RFQ package mailed, please provide a shipping method and your account number in the space below.

Check one:

Yes, I will be able to send an RFQ; I obtained the RFQ package from the website.

Yes, I will be able to send an RFQ; please email the RFQ package.

Email: _____

No, I will not be able to send an RFQ for the following reason:

If you are unable to respond to this RFQ, kindly indicate your reason above and return this form **via email to:** dsolitaire@brownsville-pub.com. This will ensure you remain active on our vendors list.

Date _____

Firm: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

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REQUEST FOR QUALIFICATIONS – ENERGY RISK COMPLIANCE & QUALITY ASSESSMENT

Objective

The Brownsville Public Utilities Board (BPUB) is seeking the services of a qualified Firm to conduct an independent assessment of compliance and the quality of BPUB's Energy Risk Management program. This program includes BPUB's energy trading and risk management activities, as well as the related actions of BPUB's Qualified Scheduling Entity, currently Tenaska Power Services. BPUB's policy mandates an independent third-party review of the program, focusing on its design and underlying components, including policies, procedures, and models.

BPUB personnel and Firms will participate in meetings, calls, and/or WebEx sessions as needed, to present findings and opportunities as requested by the Risk Oversight Committee and designated Staff. Additional details can be found in the Scope of Services of the RFQ.

General Background

The BPUB is a separate and distinct agency of the City of Brownsville, Texas, established under the City's Municipal Code to manage and operate the community's electric, water, and wastewater utility systems. Pursuant to the City Charter, BPUB possesses full authority over the control, management, and operation of these systems, as well as the expenditure and application of their revenues, except as otherwise provided by law. While the Brownsville City Commission retains authority to set rates, fees, and charges, BPUB exercises broad powers to regulate service delivery, establish operational and customer policies, and oversee system improvements, expansions, and acquisitions that ensure the reliable and efficient provision of essential utility services.

BPUB governs its operations through a seven-member Board, consisting of the Mayor, who serves as an ex officio voting member, and six qualified appointees confirmed by a two-thirds supermajority of the City Commission to serve staggered four-year terms. The Board appoints the General Manager/Chief Executive Officer, who is supported by an executive leadership team that includes the Assistant General Manager/Chief Operating Officer, Chief Financial Officer, Chief Administrative Officer, and General Counsel/Chief Legal Officer. BPUB employs approximately 607 personnel and operates on a fiscal year ending September 30.

As a municipally owned utility and enterprise fund, BPUB reinvests all revenues into its systems to provide safe, reliable, and affordable services to its customers. BPUB participates in the Electric Reliability Council of Texas (ERCOT) market as a Load Serving Entity (LSE) and as a Resource Entity (RE). Within ERCOT, BPUB owns and operates generation, transmission, and distribution facilities that serve retail customers within the City of Brownsville and surrounding areas. To support these operations, BPUB utilizes an external Qualified Scheduling Entity (QSE) to represent its resources and

loads in the ERCOT wholesale market, perform market scheduling and settlement activities, and ensure compliance with ERCOT Protocols and PUCT regulations.

The Electric System provides retail service to customers inside and outside the city limits. The electric system serves a growing base of about 54,122 non-municipal customers and serves a peak load of 332 MW in January 2025. Current resources, comprising Power Purchase Agreements and ownership of power plants, are sufficient to cover peak demand.

BPUB meets its power supply obligations through a combination of resources: (i) the operation of the Silas Ray Power Production Facilities owned and operated by the BPUB (composed of one conventional steam turbine unit and a re-powered steam turbine in Combined Cycle with a combustion turbine and a GE LM6000 gas turbine generator for an estimated gas fired capability of 115 MW), (ii) the operation of the Calpine/Hidalgo combined cycle Power Plant in which BPUB has an ownership interest entitling it to 105 MW of energy, (iii) a Power Purchase Agreement with Constellation Energy Corporation entitling BPUB to purchase up to 78 MW of renewable energy, (iv) a Power Purchase Agreement with AEP Energy Partners, Inc entitling the Board to an estimated 65 MW of energy, and (v) economy energy purchases through BPUB's QSE.

BPUB owns 15 substations, and approximately 49.95 miles of transmission lines, 390.29 miles of overhead distribution lines, and 426.81 miles of underground distribution lines, which help provide electrical service to the greater Brownsville area. As a municipally owned utility, BPUB strives to safely and reliably provide electric service to its customers that meets or exceeds the Public Utilities Commission of Texas system reliability standards. BPUB executes this charge by staffing highly trained and experienced operations personnel who make all reasonable efforts to prevent and restore service interruptions. When interruptions do occur, BPUB personnel are committed to restoring electric service as quickly as possible without compromising safety.

The indices used to measure system reliability are the System Average Interruption Duration Index (SAIDI) and the System Average Interruption Frequency Index (SAIFI). The Customer Average Interruption Duration Index (CAIDI) is calculated as the ratio of the aforementioned indices. It represents the average time BPUB takes to restore electric service when a BPUB customer experiences an outage.

Key Electric Strategies include: 1) Resiliency - We prioritize electric infrastructure improvements, implement advanced technologies, such as smart meters, and design and build infrastructure to meet higher standards. 2) Reliability - We focus on improving our reliability indices by optimizing our electrical systems through data-driven strategies and decisions. 3) Safety - We promote a safe working environment by tracking and analyzing safety metrics and identifying areas for improvement. 4) Sustainability - We prioritize sustainable practices to ensure a reliable electric supply for future generations. 5) Planning - We provide engineering system studies, analysis, design, and project management for new loads and generation interconnection opportunities. 6) Innovation - We adopt industry-leading technologies and innovative solutions to provide reliable service. 7) Economic Growth

- We enable economic growth by ensuring a reliable and sustainable electric supply for our community. 8) Data-Driven Decision-Making - We identify KPI metrics, produce data reports, analyze the data, make effective decisions, and recommend improvement projects. 9) Integrated Resource Plan - The Integrated Resource Plan (IRP) is a strategic initiative aimed at optimizing the energy resources and infrastructure of BPUB. 10) Electric Cost of Service Study - We ensure that the electric rates charged to BPUB customers are fair, equitable, and reflective of the actual costs incurred by BPUB in providing electrical services.

BPUB currently has a gas transportation agreement with Texas Gas Services Company ("TGS"), a division of ONE Gas, Inc., and a gas supply agreement with Tenaska Marketing Ventures ("TMV") for service to its Silas Ray Generation units, and a gas supply agreement with Calpine Energy Services, LP for service to its Calpine/Hidalgo Plant. Fuel and transportation contracts are in place, limiting BPUB's exposure to the volatile fuel commodity markets.

Scope of Services

BPUB seeks consulting assistance to conduct an energy risk management, compliance, and quality assessment. The Firm should have extensive experience in this area. The program will encompass BPUB's energy trading and risk management activities, as well as related activities involving BPUB's Qualified Scheduling Entity (currently Tenaska Power Services). BPUB's policy mandates engaging an independent third party to review the program, focusing on its design and underlying components (such as policies, procedures, models, etc.) to identify areas for improvement. The Firm will provide services related to the activities outlined below, but not limited to the following, as mutually agreed upon and scheduled. The Firm's services will be delivered in the form of a report accompanied by recommendations for enhancing the Energy Risk Management Program.

Quality Assessment Scope of Work

The objective of this engagement is for an independent third-party Firm (the "Firm") to conduct a quality assessment and provide a report on the effectiveness and compliance of the company's energy risk management program ("ERMP").

The Firm shall assess the following areas:

1. Existing ERMP documentation, including policies, procedures, risk, and reporting templates, to ensure they are current, comprehensive, and align with industry best practices.
2. Risk Identification and Analysis
 - Assess the methods used to identify potential energy-related risks, including market volatility (price, supply/demand), operational disruptions, regulatory changes, environmental factors, and geopolitical events.
 - Evaluate the qualitative and quantitative analysis methods used to determine the likelihood and potential impact of identified risks.
3. Risk Mitigation and Controls

- Review the strategies and controls implemented to treat and mitigate identified risks (e.g., hedging strategies, insurance coverage, business continuity plans).
4. Monitoring and Reporting
 - Assess the procedures for ongoing monitoring of risk levels and the effectiveness of mitigation measures. This includes reviewing the frequency and content of risk reporting to senior management and the board.
 5. Compliance Audit
 - Conduct targeted audits to verify the company's adherence to all relevant energy laws, regulations, and internal policies, including environmental and sustainability commitments.
 6. Third-Party Firm Risk
 - Review the processes for managing third-party risks, including Firm selection, due diligence, ongoing monitoring, and contractual compliance mandates for external partners and suppliers in the energy supply chain.
 7. Deliverables: The Firm will provide the following
 - Kick-off meeting: To align on the project timeline, methodology, and document submission process.
 - Detailed Assessment Report: A comprehensive report detailing findings, identifying control gaps, areas of non-compliance, and an evaluation of the overall quality of the ERMP.
 - Recommendations and Corrective Action Plan: Recommended improvements and a proposed corrective action plan for addressing identified deficiencies, including a prioritization of risks.
 - Close-out Presentation: A final presentation to senior management and key stakeholders to discuss the findings and recommendations.
 - Timeline:
 - The assessment report is expected to be completed within 2 months of the kick-off date.

BPUB anticipates that the general tasks listed below will help achieve the project objectives. Firms are welcome to propose alternative tasks if they believe these would be beneficial, within the established project budget.

1. Kickoff teleconference.
2. Collect and review program documents.
3. Conduct onsite interviews.
4. Prepare observations and recommendations addressing the following points:
 - Are the underlying components (e.g., policy, procedures, models, etc.) of the energy risk management program suitable for their intended purpose?
 - How does the program compare to industry best practices of other municipal utilities of similar size and risk profiles?
 - What are the primary improvement opportunities, and what is the expected cost/benefit of each if implemented?
5. Prepare and deliver a PowerPoint-based report via email.
6. Present findings via WebEx/in-person.

Compliance Assessment Scope of Work

1. Project Objective

The objective is to conduct an independent, third-party assessment of the potential Qualified Scheduling Entity (QSE) to ensure its energy risk management program and operational capabilities comply with all applicable market rules, protocols, guidelines, and industry best practices.

2. Energy Risk Management (ERM) Program Review

The review of the ERM program should include:

- **Governance and Policies:** Assess the risk management policies, objectives, and governance structure, ensuring alignment with corporate goals and regulatory requirements.
- **Risk Identification and Assessment:** Evaluate the systematic process used to identify, analyze, and categorize relevant market, credit, operational, and regulatory risks.
- **Risk Mitigation and Control Design:** Review the design and implementation of controls and strategies to treat identified risks, including hedging strategies (speculative trading is often prohibited), internal controls, and insurance.
- **Monitoring and Reporting:** Examine processes for continuous monitoring of risk indicators (KRIs) and internal controls, along with the reporting structure to senior management and governing bodies.
- **Continuous Improvement:** Evaluate the framework for regular review and update of policies and controls to adapt to evolving market and regulatory changes.

3. Compliance and Regulatory Adherence

- **Protocols and Guidelines:** Verify compliance with all relevant ISO/RTO protocols and operating guides, such as the ERCOT Nodal Protocols.
- **Financial and Creditworthiness:** Confirm the QSE meets the ISO/RTO's financial security and credit requirements, which may involve providing audited financial statements and credit ratings.
- **Technical and System Interface:** Demonstrate a functional interface with all required ISO/RTO computer systems and an ability to perform necessary testing.
- **Business Continuity/Disaster Recovery:** Evaluate the QSE's backup and disaster recovery plans to ensure continued operations during disruptions.

4. Operational Procedures

- Review detailed internal controls.
- Proof of financial capability and credit standing.
- Documentation of operational procedures for all QSE functions.
- Evidence of successful qualification testing and ongoing communication with the ISO/RTO.

5. Deliverables

1. Kickoff teleconference.
2. Collect and review program documents (e.g., policy, procedures, reports, and models).
3. Conduct telephone interviews with selected BPUB and Tenaska management and staff.
4. Collect and organize energy transaction data for the period from January 2022 to December 2025.

5. Review all transactions in the top 10% by size.
6. Review all transactions in the top 10% by dollar value (revenue or cost).
7. Randomly select and review samples of remaining transactions to ensure that the reviewed population provides 95% confidence in compliance findings.
8. Develop findings and observations that address the following:
A summary report detailing how the QSE meets or exceeds all requirements outlined in the RFP.
 - Is Tenaska operating in full compliance with the QSE contract? If not, what is the degree of non-compliance and what level of cost and/or risk does this non-compliance pose?
 - Is Tenaska operating in full compliance with the applicable sections of BPUB's energy risk management policy? If not, what is the degree of non-compliance and what level of cost and/or risk does it entail?
 - Is BPUB operating in full compliance with its energy risk management policy? If not, what is the degree of non-compliance and the associated costs and/or risks?
 - What are the top improvement opportunities related to BPUB's energy risk management program and QSE contract compliance, and what is the expected cost/benefit of each if implemented?
9. Prepare and deliver a draft PowerPoint-based report via email.
10. Present findings to the Risk Oversight Committee.
11. Possibly provide a WebEx/in-person presentation to BPUB's Board of Directors.

6. Methodology

The assessment methodology will involve:

- **Documentation Review:** A thorough review of all submitted policies, procedures, and reports.
- **Interviews:** Discussions with key personnel, operations and QSE.
- **System Testing:** Verification of system interfaces and functional capabilities (if applicable and agreed upon).
- **Site Visits:** On-site verification of operational centers and systems (as needed).

7. Timeline

Proposers should include a proposed timeline in their response, demonstrating their ability to complete the assessment and provide a final report by the required date.

BPUB believes the general tasks listed will help achieve the project objectives; however, they remain subject to the owner's discretion.

Please note that the quality & compliance assessment shall not be performed by any Firm(s) providing ongoing program development assistance to BPUB.

General Requirements

All RFQ envelopes shall contain one (1) signed original and four (4) copies of the submittal or one (1) electronic submittal through Bidnet, including any supplemental printed material referenced with the RFQ. The original RFQ will be opened, and only the Firm's name will be read aloud at the BPUB Purchasing Office at 1155 FM 511, Olmito, TX. BPUB will manage all RFQs to avoid disclosing their contents to competing Firms and to keep them confidential during negotiations. All RFQs will be open

for public inspection, as required by the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the RFQs identified explicitly by the Firms will not be open to public inspection. Accordingly, all pages in the RFQ that the Firm considers proprietary and confidential should be appropriately marked.

Direct any questions to Diane Solitaire, Purchasing; email: dsolitaire@brownsville-pub.com; phone: (956) 983-6366.

Firms must guarantee their Original RFQ or subsequently clarified RFQ for at least ninety (90) days from the Original RFQ opening date. The BPUB may require written clarifications and explanations of Firm RFQs after Original RFQ submissions, particularly when specific candidates have been selected for interviews (if applicable), to obtain the best and final offer. The BPUB will not be liable for any of the Firm's costs or expenses incurred in preparing or presenting the RFQ(s). The BPUB also reserves the right to conduct a pre-award survey or to require other evidence of managerial, financial, or other abilities before awarding the contract.

The BPUB will follow all procurement procedures as contained in State law and BPUB policies and procedures.

Discussions may be conducted with the top-rated Firm(s) at BPUB's discretion to ensure that the award is made to the Firm whose RFQ best meets the needs of the BPUB. After the meeting(s), the Firm (s) will have five (5) working days to submit all requested additional information and explanations in writing, which shall be deemed part of their final offer. The Firm(s) shall submit any revised clarifications and explanations. The Firm(s) shall be treated fairly and equally to any and all opportunities for discussion, clarification, and explanation of RFQs.

Contract with Firm Indebted to BPUB

BPUB policy is to refuse to enter into a contract or other transaction with an individual, sole proprietorship, joint venture, Limited Liability Company, or other entity indebted to BPUB.

Firm Representative

The successful Firm agrees to send a personal representative with binding authority for the Firm to the BPUB upon request to adjust and/or coordinate all transactions as needed.

Firm Automated Clearing House (ACH) Direct Deposit Services

The BPUB has implemented a payment service that deposits payments directly into a Firm's bank account. Successful Firm(s) will be required to receive payments directly through Automated Clearing House (ACH) in place of a paper check. The awarded Firm must agree to accept payments via ACH (direct deposit).

Tax Identification Number (TIN)

Under IRS Publication 1220, a W9 form, or a W8 form in cases of a foreign firm, will be required of all Firms doing business with the BPUB. If a W-9 or W-8 form is not made available to BPUB, the first Q015-26 RFQ for Energy Risk Compliance & Quality Assessment

payment will be subject to income tax withholding, depending on the U.S. status and the source of income, as per IRS Publication 1220. The W9 or W8 form must be included with the RFQ response. Attached are sample forms.

Taxes

The BPUB is exempt from Federal Excise, State Sales, and Local taxes. Do not include tax in the RFQ. If it is determined that tax was included in the RFQ, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

Signing of RFQ

Failure to sign the RFQ will disqualify it. The person signing the RFQ should show the title or authority to bind their Firm to a contract.

Equal Employment Opportunity Commission Guidelines

During the performance of this contract, the Firm agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, marital or veteran status, or a physical disability.

Contract

The services shall be performed in Brownsville, Texas, or at the Firm's principal location. A Professional Consulting and Technical Services contract for the services will be placed into effect after evaluation and final approval by the Board.

BPUB Rights

1. BPUB has the right to reject, re-submit, accept, and/or extend the RFQ by up to an additional two (2) weeks from the original submission date if only one or no RFQ is received by the "submission date."
2. BPUB has the right to reject any/all RFQs and award those that appear advantageous to it.
3. BPUB has the right to hold RFQs ninety (90) days from the submission date without action and waive all RFQ formalities.
4. BPUB has the right to extend the total RFQ beyond the original 90-day period before an award if agreed upon in writing by all parties (BPUB and Firm) and if the Firm holds the original RFQ firm.
5. BPUB has the right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the Firm, for delay or non-performance by the Firm; or if it is deemed in the best interest of the BPUB for BPUB's convenience.

6. BPUB has the right to increase or decrease quantities. In response, stipulate whether increasing or decreasing services will affect the price.
7. BPUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Texas Local Government Code Sec. 252.0436.

Corrections

Any interpretation, correction, or change to the RFQ will be made by ADDENDUM. The BPUB Purchasing Department will issue changes or corrections. The addenda will be emailed to all who have returned the RFQ Acknowledgement form. The addenda will be issued as expeditiously as possible. It is the responsibility of the Firms to determine whether all addenda have been received. All Firms will be responsible for contacting the BPUB before submitting a response to the RFQ to ascertain if any addenda have been issued. To obtain any or all addenda, execute them, and return the addenda with the response to the RFQ. The addenda may also be posted on BPUB's webpage.

Unauthorized Communications

No officer, employee, agent, or representative of the Firm shall have any contact or discussion, verbal or written, with any members of the BPUB Board of Directors, members of the RFQ evaluation, interview, or selection panels, BPUB staff, or directly or indirectly through others, seek to influence any BPUB Board member, BPUB staff regarding any matters on this solicitation, except as herein provided. If a representative of any Firm violates the foregoing prohibition by contacting any of the above-listed parties with whom contact is not authorized, such contact may result in the Firm being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding concerning this RFQ.

Insurance

BPUB, in its sole discretion, may require, at the Firm's expense, certain insurance guaranteeing performance and payment of the services to be provided hereunder and may require, at the Firm's expense, to maintain in force certain types of insurance during the duration of the contract period. Insurance must be underwritten by companies acceptable to BPUB and authorized to do business in the State of Texas. True and correct copies must be filed with BPUB before the commencement of performing service hereunder.

1. The Firm agrees to maintain Worker's Compensation Insurance and Employers' Liability Insurance to cover all of its personnel engaged in performing services for BPUB under this Contract in the following amounts:

Workmen's Compensation – Statutory

Employers' Liability -- \$100,000.00

2. Firm also agrees to maintain Commercial General Liability, Business Automobile Liability, and Umbrella Liability Insurance covering claims against Firm for damages resulting from bodily injury, death, or property damages from accidents arising in the course of work performed under this Contract in the following amounts:

Commercial General Liability

Personal injury and property damage –

\$1,000,000.00 combined single limit for each occurrence and

\$1,000,000.00 aggregate

Business Automobile Liability for all vehicles:

Bodily injury and property damage –

\$500,000.00 combined single limit for each accident

Excess Umbrella Liability:

\$1,000,000.00

3. The Firm shall add the BPUB and the City of Brownsville, together with their respective Commissioners, Board Members, and employees, as additional insureds on all required insurance policies, except workers' compensation/employer's liability insurance. The insurance certificate(s) shall provide for thirty (30) calendar days' advance notice to BPUB of any policy cancellation. The Commercial General Liability and Excess Umbrella Liability Policy shall be an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by the Firm.
4. The Firm shall furnish BPUB with an Insurance Certificate(s) at least ten (10) calendar days before fieldwork commences, which confirms that all required insurance policies are in full force and effect.
5. BPUB and the Firm waive all rights against each other and their officers, directors, agents, or employees for damage covered by any BPUB or construction contractor property insurance in effect during and after the completion of the Firm's services.

Rights to Submitted Materials

All RFQs and materials submitted to the BPUB by a Firm in response to this RFQ shall become the property of the BPUB after the RFQ submission deadline. The BPUB's return of the RFQ/material will be subject to the requirements of the laws of the State of Texas.

The Firm acknowledges and agrees that all records, documents, drawings, plans, specifications, and other materials it provides in response to this RFQ are subject to the provisions of the Public Information Act, Texas Government Code, Chapter 552. If the Firm believes information or materials submitted to BPUB constitute trade secrets, proprietary information, or other information that is excepted from disclosure under the Public Information Act, the Firm shall be solely responsible for specifically and conspicuously designating that information by placing "CONFIDENTIAL" in the center header of each such page affected, as it determines to be appropriate. Should a request for information be made, BPUB shall provide notice of such request to affected respondents, who will then have an opportunity to file an objection to disclosure. BPUB may or may not also assert a claim for confidentiality of the information as permitted under Chapter 552.

Confidentiality and Non-Disclosure Agreement (NDA)

If and when a Firm becomes Shortlisted, the Firm must execute the version of a Confidentiality and Non-Disclosure Agreement (“NDA”) before discussions with BPUB. A draft form of the NDA is attached to this RFQ for review. BPUB expects to execute an NDA substantially similar to the draft form NDA provided. Failure by the Firm to negotiate requested changes to the NDA (if any) with BPUB and gain execution of the NDA by both parties may disqualify the Firm from further participation in the Solicitation. BPUB may require additional confidentiality obligations with collaborating entities, depending upon the NDA submitted.

RFQ is Not a Basis for Obligations

This request for competitive RFQs does not constitute an offer to contract and does not commit the BPUB to award a contract to anyone or to pay any costs incurred in preparing and submitting RFQs. The BPUB reserves the right to reject any or all RFQs that do not conform to the requirements stated in this document. The BPUB also reserves the right to cancel all or part of this request for RFQs for any reason it determines to be in the best interest of its customers.

Instructions for Submission

BPUB is requesting one (1) signed original and four (4) copies or one (1) electronic submitted through Bidnet, of the RFQ to be enclosed in a sealed envelope and plainly marked on the outside of the envelope or any carrier's envelope: "RFQ FOR PROFESSIONAL CONSULTING SERVICES: ENERGY RISK MANAGEMENT COMPLIANCE & QUALITY ASSESSMENT, Q015-26, January 28, 2026, 5:00 PM", mailed, sent by overnight courier, or hand delivered to the attention of:

Brownsville Public Utilities Board
Attention: Diane Solitaire
Purchasing Department
1155 FM 511
Olmite, TX 78575

No RFQ will be accepted after 5:00 PM on the due date.

RFQ Timeline

RFQ SUBMISSION TIMELINE	
TARGET DATE	DESCRIPTION OF EVENTS
December 29, 2025	RFQ package distributed to prospective firms
January 16, 2026	Last day to submit questions and clarifications by 5:00 PM
January 28, 2026	Responses are due by 5:00 PM at the BPUB Purchasing Office
January 29, 2026	RFQ acknowledgement at 10:00 AM
TBD	Oral Board Presentations (if any)
TBD	Evaluation Finalized
TBD	BPUB Board Consideration of Award

RFQ Submission Requirements

The proposing Firm is responsible for providing all required information, including attachments. No information beyond that specifically requested is needed, and the proposing Firms are asked to keep their submissions as short as possible and consistent with the requirements. Unless otherwise indicated, an RFQ that does not provide all the information requested below may be rejected.

All RFQs must be:

Q015-26 RFQ for Energy Risk Compliance & Quality Assessment

1. Clearly legible;
2. Sequentially page-numbered and include the proposing Firm's name at the top of each page;
3. Organized in the sequence outlined following the Table of Contents as listed in the RFQ format;
4. Correctly identified with the RFQ number and submittal deadline; responsive to all RFQ requirements;
5. Printable on 8½ by 11 paper;
6. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs, and appendices; bound
7. RFQs may not include materials or pamphlets not explicitly requested in this RFQ.
8. One (1) signed original and four (4) copies of the RFQ to be enclosed in a sealed envelope and plainly marked on the outside of the envelope or any carrier's envelope, the RFQ number, name, and Firm name.

The RFQs must follow all formats and address all portions of the RFQ, providing all requested information.

RFQ Format

A Firm wishing to be considered for the consulting engagement is requested to submit on the Firm's letterhead a statement that provides information on the following points, numbered and headed as indicated.

1. **Cover Letter:** A brief introduction of your Firm, a summary of qualifications and interest, including any recent experience assisting ERCOT entities with resource valuation, cost-effectiveness assessments, or acquisitions support, and the RFQ signed by a person authorized to bind the Firm.
2. **Table of Contents**
3. **Executive Summary:** An RFQ overview highlighting key points and benefits.
4. **Information on the Firm.**
 - a. Name and address of the Firm. If the Firm has a permanent office within the Rio Grande Valley, indicate the name, type, address, telephone number and number of employees in such office.
 - b. History of the Firm, indicating date the Firm was founded and how long the Firm has provided economic and power supply consulting services to ERCOT market participants.
 - c. Organization of the Firm, including a discussion of any recent or proposed changes in management or ownership.

5. Qualifications of Firm

- a. Include in this discussion a list of at least five ERCOT participant clients, including name and phone number, which the Firm and the representative assigned to the BPUB have served in the capacity of Firm during the past five years.
- b. Discuss the Firm's approach in assisting ERCOT participant clients.
- c. Discuss the Firm's capabilities to provide the scope of services, including economic valuation of generation assets, reinvestment analysis, and support for asset acquisition decisions
- d. Identify the specific individuals who will be assigned to the BPUB engagement, and provide brief resumes for each highlighting their experience with similar ERCOT participant clients, particularly in asset valuation, cost analysis, or resource acquisition, and BPUB experience, if any. Indicate each individual's role relative to the BPUB's engagement. Also, indicate each individual's availability and the minimum notice required by the Firm to guarantee availability.
- e. Identify and discuss any potential conflicts of interest, including those dealing with other ERCOT participants.
- f. Evidence of professional liability (E&O) policy with a minimum limit of \$1,000,000.

6. References

- a. Client References: At least three references from similar engagements, including contact information and a brief description of the engagements.
- b. Testimonials: Any testimonials or feedback from previous clients.

7. Fee Schedule

- a. Provide hourly or daily rates for assigned employees capable of performing the tasks identified in the scope of services. List any estimated out-of-pocket expenses to be paid by the BPUB for site visits by the proposed engagement team that last three working days. Explain how your Firm controls out-of-pocket expenses.
- b. Provide alternative pricing, if available, such as tiered pricing based on level of effort, weekly rates, or performance-based pricing.

8. Compliance and Certifications

- a. Regulatory Compliance: Evidence of compliance with relevant regulations and standards.
- b. Certifications: Any relevant certifications or accreditations.
- c. Identification of Exceptions to Terms and Conditions:
 - i. Firms must list each exception, referencing the specific section and clause of contract attached to this RFQ. Firms shall provide a detailed explanation, including the rationale for the exception and any proposed alternative language. All exceptions must be submitted as a separate document titled “Exceptions to Terms and Conditions” and included with the RFQ submission.
- d. Identification of Exceptions to the Confidentiality and Non-Disclosure Agreement (NDA)
 - i. Firms must list each exception, referencing the specific section and clause of the NDA attached to this RFQ. Firms shall provide a detailed explanation, including the rationale for the exception and any proposed alternative language. All exceptions must be submitted as a separate document titled “Exceptions to the NDA” and included with the RFQ submission.
- e. Required Forms: Completed forms as specified in the RFQ, such as the Acknowledgement Form, Debarment Certificate, Ethics Statement, Conflict of Interest Questionnaire, W9 and/or W8 Form, Residence Certification Form, House Bill 89 Form, and Senate Bill 252 Form.

9. Additional Information

- a. Any additional information that the firm believes would be beneficial for BPUB to consider when evaluating the RFQ.

Evaluation Criteria and Rating

All responses must be completed, and all of the information requested must be conveyed to be considered responsive. If a Firm's response fails to conform to the submission requirements of the RFP, BPUB will solely decide if the variance is insignificant enough to make the response potentially acceptable and thus eligible for further consideration. If the variance is deemed significant, the response will not be considered for an award. The evaluation process and award determination will be based solely on the information provided in the response, subsequent discussions, and written clarifications. RFQs will be evaluated by a review panel based on the criteria listed below, using a weighted score. The relative weights of each criterion are listed. Only these criteria will be considered in the award determination—weight x rate = total weighted score. The total possible points are equal to 100, and the rate score is 5. Selected Firms may be required to present to the BPUB's Board of Directors without compensation for those efforts. Energy Risk Management Program Compliance & Quality Assessment; evaluation criteria are noted below.

The BPUB reserves the right to request additional information or to meet with representatives from Firms to discuss points in the RFP before and after submission, any of which may be used in forming a recommendation.

Proposed Evaluation Criteria

Proposed Criterion	Weight	Rationale for Change
1. Technical Expertise in Energy Risk & Compliance	5	Focuses specifically on the Firm's deep understanding of energy market regulations and risk mitigation frameworks. Evaluates the Firm's specific knowledge of energy derivatives, hedging strategies, and regulatory compliance standards.
2. Quality Assessment Methodology & Approach	5	The Firm's robust and repeatable framework for auditing the program health. The Firm should demonstrate benchmarks they will use for "Quality."
3. Confidentiality & Data Security Protocols	2	Energy risk data is highly sensitive and requires strict handling policies. The Firm's infrastructure to protect proprietary trading strategies and financial data uncovered during the assessment.
4. Proven Track Record & References	5	Focused on the actual proposed methodology. Firms performed specifically in a compliance environment.
5. Cost-Effectiveness & Value Realization	3	BPUB will evaluate similar specialized compliance and quality audits, the accuracy and costs of similar assessments.

Rating Scale

The rating scale is a 1 to 5 system to maintain clarity for the evaluation team:

- 5 (Best): Exceeds all requirements with innovative approaches.
- 3 (Satisfactory): Meets all requirements of the scope.
- 1 (Worst): Fails to address the core components of the assessment.

REQUIRED FORMS CHECKLIST

The following documents are to be submitted as a part of the RFQ response process.

NAME	FORM DESCRIPTION	SUBMITTED	
		YES	NO
Required Forms (if applicable)	Acknowledgment Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certificate	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (Will be provided to the awarded Firm)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Senate Bill 252 Form	<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda		<input type="checkbox"/>	<input type="checkbox"/>

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this "Agreement"), dated _____ (month) _____ (day) 20____ (the "Effective Date"), is entered into between Public Utilities Board of the City of Brownsville, Texas ("Party"), a municipal corporation with offices at 1425 Robinhood Drive, Brownsville, Texas 78521, and [FIRM Name], with offices at [Address], (collectively the "Parties").

Background Statement

The Parties wish to exchange information, to hold confidential discussions, and possibly to engage in negotiations in connection with a potential business transaction at the [FIRM Name], facility in [City, State], (the "Potential Transaction"). The Parties anticipate that they will be disclosing, receiving, reviewing, and analyzing oral and written information with respect to the Potential Transaction that is confidential, proprietary, or otherwise not publicly available. The Party disclosing information is referred to herein as the "Disclosing Party." The Party receiving information is referred to herein as the "Receiving Party." In consideration of the business discussions, disclosure of Confidential Information, and any future business relationship between the parties, the Parties have entered into this Agreement to establish terms and conditions applicable to the exchange of Confidential Information in connection with the Potential Transaction.

Agreement

1. **Non-disclosure of Confidential Information.** Receiving Party shall not disclose the Confidential Information to any person other than as expressly permitted by this Agreement, and shall take all reasonable measures to preserve the confidentiality and avoid the unauthorized disclosure of the Disclosing Party's Confidential Information, including but not limited to those steps taken with respect to the Receiving Party's own Confidential Information of like importance. Confidential Information may, however, be disclosed by Receiving Party to its directors, officers, employees, attorneys and Firms (collectively, "Representatives"), but only if such Representatives (i) need to know the Confidential Information in connection with evaluating the Potential Transaction, and (ii) such Representatives are informed by Receiving Party of the confidential nature of the Confidential Information and agree to be bound in writing to Receiving Party by confidentiality obligations at a minimum as restrictive as the terms of this Agreement. Receiving Party shall use the Confidential Information solely for the purpose of its internal evaluation of the Potential Transaction. For purposes of this Agreement, "person" shall be broadly interpreted to include the media, any corporation, company, partnership, group, individual and any governmental representative or authority. Notwithstanding the disclosure of the Confidential Information to the Representatives, Receiving Party shall remain liable for any breach of this Agreement by such Representatives. Receiving Party shall not remove any proprietary, copyright, trade secret, or other proprietary rights legends from any form of received Confidential Information.

2. **Notice Preceding Required Disclosure.** If Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceedings, stock exchange rules, audit requirements, or other applicable rules or regulations or similar process) to disclose any Confidential Information, Receiving Party, to the extent permitted by law, shall promptly notify Disclosing Party

of such request or requirement and use commercially reasonable efforts to assist Disclosing Party so that it either may seek, at Disclosing Party's expense, an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver under this Agreement, Receiving Party or its Representatives are, in the opinion of outside legal counsel, required to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, Receiving Party and its Representatives may disclose, without liability thereunder, only such of the Confidential Information to the party requiring disclosure as, in the opinion of its outside legal counsel, is required by applicable law, rule or regulation and, in connection with such disclosure, Receiving Party and its Representatives shall use reasonable efforts to obtain from the third party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed.

3. Definition of "Confidential Information." As used in this Agreement, "Confidential Information" means (1) all oral and written information that is furnished to Receiving Party or its Representatives by Disclosing Party, (2) the name of the Disclosing Party and its partners or co-venturers, affiliates, and subsidiaries, (3) the fact that Confidential Information has been made available to the Receiving Party, and (4) the fact that information is being exchanged and discussions and negotiations concerning the Potential Transaction are taking place. Proprietary and intellectual property disclosed by the Disclosing Party shall remain the sole and absolute property of the Disclosing Party. No right in, or license under, any present or future proprietary or intellectual information, trade secret, invention, patent, copyright, mask work, trade name, or trademark is either offered or granted by execution of this Agreement. Any information furnished to Receiving Party or its Representatives by a director, officer, employee, stockholder, partner, co-venturer, Firm, agent, or representative of Disclosing Party will be deemed furnished by Disclosing Party for the purpose of this Agreement. Notwithstanding the foregoing, the following does not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes publicly available other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information that was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information that becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source, to Receiving Party's knowledge, is neither subject to any prohibition against transmitting the information to Receiving Party nor bound by a confidentiality agreement with Disclosing Party; and (iv) information that is independently developed by Receiving Party or its Representatives without use of or reference to Confidential Information.

4. Return of Information. At any time during or after the term of this Agreement, at the Disclosing Party's request, the Receiving Party and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Receiving Party and its Representatives shall also destroy all copies of any drafts, notes, compilations, studies, synopses, or summaries of Confidential Information, or any other document prepared by or for Disclosing Party and certify in writing to the Disclosing Party that such copies have been destroyed. Notwithstanding the foregoing, the Receiving Party shall not be obligated to destroy electronically stored Confidential Information to the extent that it is contained in an archived computer system backup in accordance with its security and/or disaster recovery procedures so long as such data or records, to the extent not

permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business or used except as required for backup or data recovery purposes.

5. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

6. Remedies. Because money damages may not be a sufficient remedy for a breach of this Agreement by Receiving Party or its Representatives, Disclosing Party shall be entitled to specific performance and temporary and permanent injunctive relief as remedies for any such breach or threatened breach without the necessity of proving actual damages. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available to Disclosing Party at law or in equity. A Receiving Party, however, shall not be liable for any special or consequential damages, as defined by the laws of the State of Texas, which result from breach of this Agreement by the Receiving Party, or its representatives.

7. Term. Following execution of this Agreement by the Parties, the term of this Agreement shall commence with the date first above written and shall terminate on the date that is two (2) years thereafter, unless terminated earlier by mutual agreement of the Parties, provided that with respect to Confidential Information that constitutes a trade secret under the Texas Uniform Trade Secrets Act, including any amendments thereto or successor thereof, the rights and obligations contained herein shall survive such expiration or termination until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or its Representatives. This Agreement shall survive termination of any discussions between the Parties, the return or destruction of Confidential Information, or any termination of any other agreement, whether in effect prior to or after the date of this Agreement.

8. No Obligation or Joint Venture. The Parties hereto understand and agree that unless and until a binding definitive agreement for the Potential Transaction (following exchange of Confidential Information) has been executed and delivered by the Parties, no contract or agreement providing for the Potential Transaction among the Parties shall be deemed to exist among the Parties, and no Party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. This Agreement neither obligates a Party to deal exclusively with another Party nor prevents a Party or any of its affiliates from competing with another Party or any of its affiliates. Disclosing Party is not making any representation or warranty as to the accuracy, validity, or completeness of Confidential Information, and Disclosing Party shall not be liable to another party as a result of another party's use of Confidential Information, and such Confidential Information is provided "as is."

9. No Assignment; Successors. Receiving Party may not assign all or any part of this Agreement without Disclosing Party's prior written consent. Any assignment in violation of this Agreement shall be null and void *ab initio*. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

10. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

11. Jurisdiction and Venue. The Parties agree that venue for any litigation arising from any dispute or claims under the Agreement shall lie in a court of competent jurisdiction situated in Cameron County, Texas.

12. Entire Agreement; Headings. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

13. Savings Clause. If any provision of this Agreement or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

14. Attorney's Fees. In the event any action, including arbitration, is brought to enforce any provision of this Agreement, or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees incurred thereby.

15. No Implied Licenses. Nothing in this Agreement will be construed as granting any rights to Receiving Party, by license or otherwise, to any of Disclosing Party's Confidential Information, except as specifically stated in this Agreement.

16. Public Information Requests. Disclosing Party recognizes that Recipient is a political subdivision of the State of Texas, and as such is subject to the Texas Public Information Act ("TPIA"). Recipient agrees that it will treat any Confidential Information received from Disclosing Party as commercial or financial information exempt from disclosure pursuant to § 552.110 of the TPIA. Should Recipient receive a request for public information that seeks to acquire Confidential Information, Recipient shall (a) decline to release the information for the purpose of requesting an attorney general decision, (b) within ten (10) days of the request inform the Disclosing Party's, Officer for Public Information, in writing of such request, and (c) follow the procedures set out in § 552.305 of the TPIA. Recipient shall have no obligation to appeal any opinion from the Texas Attorney General determining that Confidential Information or Proprietary Materials constitute public information and directing Recipient to produce the same.

To evidence their acceptance of this Agreement, the Parties' authorized representatives have signed below effective as of the date first specified above.

**PUBLIC UTILITIES BOARD
OF THE CITY OF BROWNSVILLE, TEXAS**

[FIRM NAME]

Name: Marilyn D. Gilbert, MBA
Title: General Manager and CEO

Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Complete and return with bid)

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d) Have not within a three year period preceding this application/bid had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ETHICS STATEMENT

(Complete and return with bid)

The undersigned proposer, by signing and executing this RFQ, certifies and represents to the Brownsville Public Utilities Board that proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this RFQ; the proposer also certifies and represents that the proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFQ, the proposer certifies and represents that proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Brownsville Public Utilities Board concerning this RFQ on the basis of any consideration not authorized by law; the proposer also certifies and represents that proposer has not received any information not available to other proposers so as to give the undersigned a preferential advantage with respect to this RFQ; the proposer further certifies and represents that proposer has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Brownsville Public Utilities Board in return for the person having exercised their person's official discretion, power or duty with respect to this RFQ; the proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Brownsville Public Utilities Board in connection with information regarding this RFQ, the submission of this RFQ, the award of this RFQ or the performance, delivery or sale pursuant to this RFQ.

THE PROPOSER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR FIRM OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS RFQ.

I have read all of the specifications and general RFQ requirements and do hereby certify that all items submitted meet specifications.

FIRM: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

NOTE: QUESTIONS AND CONCERNS FROM PROSPECTIVE CONTRACTORS SHOULD BE RAISED WITH OWNER AND ITS FIRM (IF APPLICABLE) AND RESOLVED IF POSSIBLE, PRIOR TO THE RFQ SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED RFQ MAY ALLOW THE OWNER TO REJECT A RFQ AS NON-RESPONSIVE.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

BROWNSVILLE PUBLIC UTILITIES BOARD RESIDENCE CERTIFICATION

In accordance with Art. 601g, as passed by the 1985 Texas Legislature, the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(1) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(2) "Texas resident bidder " means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____(Company Name)
is a **resident Texas bidder** as defined in Art. 601g.

Signature: _____

Print Name: _____

I certify that _____(Company Name) is a **nonresident bidder** as defined in Art. 601g. and our principal place of business is: __

(City and State)

Signature: _____

Print Name: _____

HOUSE BILL 89 VERIFICATION

I, _____ (Person name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named- above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract providing that:
 - (1) “company” does not include a sole proprietorship; and
 - (2) the law applies only to a contract that:
 - (a) is between a governmental entity and a company with 10 or more full-time employees; and
 - (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds or the governmental entity

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

STATE LAW VERIFICATIONS

I, _____ (Person's name), the undersigned representative of _____ (Company or Business name) (hereafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath as follows:

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response to City of Brownsville Public Utilities Board ("BPUB") Request for RFQ Q015-26 (the "RFQ"), the responding Company represents that, to the extent this RFQ submission or any contracts executed in response to this RFQ constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Section 2252.152 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the responding Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
- **ANTI-BOYCOTT ISRAEL VERIFICATION:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this RFQ submission, or any contracts executed in response to this RFQ, constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company, (1) does not boycott Israel and (2) will not boycott Israel through the term of any such contract. The term "boycott Israel" as used in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- **VERIFICATION REGARDING NO DISCRIMINATION AGAINST FIREARMS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this RFQ submission, or any contracts executed in response to this RFQ, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of any such contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas

Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

- **VERIFICATION REGARDING NO ENERGY COMPANY BOYCOTTS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this RFQ submission, or any contracts executed in response to this RFQ, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not boycott energy companies and (2) will not boycott energy companies during the term of any such contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to such term in Section 809.001(1), Texas Government Code.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

W-9 REQUEST FOR TAXPAYER INFORMATION

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) </td> <td style="width: 85%;"></td> </tr> <tr> <td style="vertical-align: top;"> 2 Business name/disregarded entity name, if different from above. </td> <td style="width: 85%;"></td> </tr> <tr> <td style="vertical-align: top;"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </td> <td style="vertical-align: top;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> </td> </tr> <tr> <td style="vertical-align: top;"> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> </td> <td style="width: 85%;"></td> </tr> <tr> <td style="vertical-align: top;"> 5 Address (number, street, and apt. or suite no.). See instructions. </td> <td style="vertical-align: top;"> Requester's name and address (optional) </td> </tr> <tr> <td style="vertical-align: top;"> 6 City, state, and ZIP code </td> <td style="width: 85%;"></td> </tr> <tr> <td style="vertical-align: top;"> 7 List account number(s) here (optional) </td> <td style="width: 85%;"></td> </tr> </table>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		2 Business name/disregarded entity name, if different from above.		3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	6 City, state, and ZIP code		7 List account number(s) here (optional)	
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5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)														
6 City, state, and ZIP code															
7 List account number(s) here (optional)															

Part I	Taxpayer Identification Number (TIN)									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		Social security number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> or Employer identification number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>								
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.										

Part II	Certification		
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
Sign Here	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Signature of U.S. person</td> <td style="width: 30%;">Date</td> </tr> </table>	Signature of U.S. person	Date
Signature of U.S. person	Date		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

W-8 8BEN-E CERTIFICATE OF STATUS OF BENEFICIAL OWNER

Form W-8BEN-E (Rev. October 2021) Department of the Treasury Internal Revenue Service	Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) ▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code. ▶ Go to www.irs.gov/FormW8BENE for instructions and the latest information. ▶ Give this form to the withholding agent or payer. Do not send to the IRS.	OMB No. 1545-1621
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- Do NOT use this form for:**
- U.S. entity or U.S. citizen or resident **W-9**
 - A foreign individual **W-8BEN (Individual) or Form 8233**
 - A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) **W-8ECI**
 - A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) **W-8IMY**
 - A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) **W-8ECI or W-8EXP**
 - Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) **W-8IMY**

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner	2 Country of incorporation or organization
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3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):

<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Foreign Government - Controlled Entity
<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part
		<input type="checkbox"/> International organization	

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. Yes No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.
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6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.	Country
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7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.	Country
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PROFESSIONAL CONSULTING AND TECHNICAL SERVICES CONTRACT DRAFT

PROFESSIONAL CONSULTING AND TECHNICAL SERVICES CONTRACT

This Professional Consulting and Technical Services Contract (“**Contract**”), dated as of _____, 20____ (the “**Effective Date**”), is entered into by and between the PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS (“**BPUB**”) and [ENTER FIRM’S NAME], a [ENTER FIRM’S STATE & TYPE OF COMPANY, i.e., Texas, Limited Liability Company, Corporation, etc.], with offices located at [ENTER FIRM’S STREET ADDRESS INCLUDING CITY/STATE/ZIP CODE] (“**Firm**” and together with BPUB, the “**Parties**,” and each a “**Party**”).

WHEREAS, Firm has the capability and capacity to provide [ENTER PROJECT NAME/SERVICES TO BE PROVIDED] as described herein.

WHEREAS, BPUB desires to engage Firm to provide the said services under the terms and conditions hereinafter set forth, and Firm is willing to perform such services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Scope of Services.

Firm agrees to perform the professional consulting and technical services (the “**Services**”) described below and in Exhibit “A” Scope of Services attached hereto and incorporated herein for all purposes. The Parties by mutual agreement may provide for additional professional consulting and technical services to be performed under the terms and conditions of this Contract and described under any additional written Work Orders, pursuant to Paragraph 13 “Changes.” Nothing in this Contract shall be construed to prevent BPUB from performing for itself or from acquiring from other providers services that are similar to or identical to the Services.

2. Compensation.

BPUB will pay Firm for the Services as outlined in Exhibit “B” Compensation, not to exceed compensation of [ENTER WRITTEN AMOUNT FOLLOWED BY FIGURES, i.e., One Thousand and 00/100 Dollars (\$1,000.00)].

3. Method of Payment.

A. Monthly statements, in Firm’s standard format, will be submitted by Firm to BPUB, as well as any supporting documentation requested by BPUB. Statements will be based on Firm’s Services completed at the end of the preceding month. BPUB shall have sole discretion in the approval or disapproval of any compensation to Firm. If BPUB disapproves of any charge, in whole or in part, it shall provide written notice to Firm of

the reasons therefor. BPUB shall make whole or partial payment to Firm within thirty (30) days of receipt of a statement.

B. BPUB will reimburse Firm for all reasonable expenses incurred in accordance with Exhibit A, if such expenses have been pre-approved, in writing by BPUB, within 30 days of receipt by BPUB of an invoice from Firm accompanied by receipts and supporting documentation reasonably acceptable to BPUB. All Firm expenses not pre-approved by BPUB or not otherwise meeting the requirements of this Contract or Exhibit A shall be the sole responsibility of Firm.

C. The fees set forth in this Contract shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by BPUB under this Contract, and in no event shall BPUB be required to pay any additional amount to Firm in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Firm's income, revenues, gross receipts, personnel, or real or personal property or other assets.

D. Firm shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of the Services. All such records shall be kept in the offices of Firm for a period of not less than five (5) years and shall be made available to BPUB for inspection or copying upon reasonable request during regular business hours at Firm's offices.

4. Firm's Standard of Care

Firm shall perform the Services (A) in accordance with the terms and subject to the conditions set forth in this Contract; (B) using personnel of required skill, experience, and qualifications; (C) in a timely, workmanlike, and professional manner; (D) with the same degree of care, skill, and diligence as is ordinarily provided by a professional services Firm providing similar services and similar circumstances for a project of which this Contract applies; (E) and shall give professional consultations and advice to BPUB during the performance of the Services; (F) in compliance with all applicable laws and regulations; and (G) to the reasonable satisfaction of BPUB.

5. Ownership of Documents

A. Firm assigns to BPUB, Firm's entire right, title, and interest in any document, data, studies, surveys, drawings, specifications, field notes, maps, model, photographs, reports, invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Firm while working for or on behalf of BPUB, which relate to, is suggested by, or results from Firm's provisions of the Services or this Contract and depends on either:

- i. Firm's knowledge of Confidential Information (as defined in Section 6) it obtains from BPUB; or

ii. The use of BPUB's equipment supplies, facilities, information, or materials.

B. Firm shall disclose any such item described in subsection A of this Section 5 to BPUB. Firm shall, upon request of BPUB, promptly execute a specific assignment of title to BPUB and do anything else reasonably necessary to enable BPUB to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications related to this Contract, related to trade secrets of BPUB, or which relate to tasks assigned to Firm by BPUB, which Firm may file within one year after termination of this Contract, shall belong to BPUB, and Firm hereby assigns same to BPUB, as having been conceived or reduced to practice during the term of this Contract.

C. All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Firm in the course of performing services for BPUB, together with any associated copyrights, are works made for hire and the exclusive property of BPUB. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Contract shall constitute an irrevocable assignment by Firm to BPUB of the ownership of any and all rights of copyright in, such items, and BPUB shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Firm shall give BPUB or its designees all assistance reasonably required to perfect such rights.

D. If for any reason, including incapacity, BPUB is unable to secure Firm's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 5, or to enforce such rights, Firm hereby designates BPUB as Firm's attorney-in-fact and agent, solely and exclusively to act for and on Firm's behalf to execute and file such documents with the same legal force and effect as if executed by Firm and for no other purpose.

E. Firm owns the discoveries, improvements, inventions, or intellectual property made or conceived by Firm before the Effective Date and independently of any Confidential Information of BPUB and this Contract and are expressly reserved and excepted from the provisions of this Contract.

6. Confidentiality and Data Security.

A. All non-public, confidential, or proprietary information of BPUB ("**Confidential Information**"), including, but not limited to, business plans, specifications, designs, documents, data, business operations, customer lists, customer information, including personally identifiable information, pricing, and any other business-related information disclosed or made available by BPUB to Firm, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Contract is confidential, solely for Firm's use in performing this Contract and may not be disclosed

or copied unless authorized by BPUB in writing. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Firm's breach of this Contract; (ii) is obtained by Firm on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Firm establishes by documentary evidence, was in Firm's possession prior to BPUB's disclosure hereunder; or (iv) was or is independently developed by Firm without using any Confidential Information. Upon BPUB's request, Firm shall promptly return all documents and other materials received from BPUB. BPUB shall be entitled to injunctive relief for any violation of this Section.

B. At all times during the duration of this Contract and for any period of time Firm accesses, stores, or processes any Confidential Information after the termination of this Contract, Firm shall have in place appropriate data security processes and procedures as set forth in Exhibit D, the terms of which are incorporated herein by this reference.

7. Insurance.

A. Firm agrees to maintain Worker's Compensation Insurance and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for BPUB under this Contract in the following amounts:

Workmen's Compensation – Texas Statutory
Employers' Liability -- \$100,000.00

B. Firm also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Cyber Liability Insurance covering claims against Firm for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in the following amounts:

Commercial General Liability

Bodily Injury \$1,000,000.00 each occurrence
Property Damage \$1,000,000.00 each occurrence

Business Automobile Liability for all vehicles:

Bodily Injury \$50,000.00 each person, \$1,000,000.00 each occurrence
Property Damage \$1,000,000.00 each occurrence

Excess Umbrella Liability:

\$1,000,000.00

Cyber Liability:

\$250,000.00

Firm shall also provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim and annual aggregate.

C. Firm shall add BPUB, its Board Members, Officers and employees, and the City of Brownsville, its Commissioners, Officers and employees as additional insureds on all required insurance policies, except workers' compensation/employer's liability. The insurance certificate(s) shall provide for thirty (30) calendar days advance notice to BPUB and City of any policy cancellation or material change. The Commercial General Liability and Excess Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by Firm.

D. Firm shall furnish BPUB with Insurance Certificate(s) upon BPUB's reasonable request and at least ten (10) calendar days prior to field work commencement, which confirm that all required insurance policies are in full force and effect.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY.

A. FIRM SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND BROWNSVILLE PUB AND THEIR COMMISSIONERS, BOARD MEMBERS, OFFICERS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, LIABILITIES, OR EXPENSES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR RESULTING FROM ANY CLAIM OF A THIRD PARTY OR BPUB ARISING OUT OF OR OCCURRING IN CONNECTION WITH, THE NEGLIGENT ACTS OR OMISSIONS OF, WILLFUL MISCONDUCT OF, OR BREACH OF THIS CONTRACT BY FIRM OR ITS AGENTS OR EMPLOYEES.

B. EXCEPT FOR FIRM'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SUBSECTION A OF THIS SECTION 8, TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, FIRM'S TOTAL LIABILITY TO BPUB FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING FIRM'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE SHALL NOT EXCEED ONE MILLION DOLLARS. TO THE EXTENT ALLOWED BY TEXAS LAW, BPUB HEREBY RELEASES FIRM FROM ANY LIABILITY EXCEEDING SUCH AMOUNT.

9. Addresses for Notices and Communications.

BPUB

Lina L. Chavez

Energy Risk Manager

1425 Robinhood Drive
Brownsville, Texas 78521
Phone: (956) 983-6378
Email: lchavez@brownsville-pub.com

VENDOR
NAME
TITLE
STREET ADDRESS
CITY, STATE ZIP CODE
Phone:
Email:

All notices and communications under this Contract must be in writing and shall be mailed or delivered to BPUB and Firm at the above addresses (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

10. Successors and Assignments.

Neither Party shall assign, transfer, delegate, or subcontract any of its rights or obligations under this Contract without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the transferring Party of any of its obligations hereunder. In the event of any assignment, transfer, delegation, or subcontracting, BPUB and Firm each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Nothing herein shall be construed as creating any personal liability on the part of any officer, Board Member, Commissioner, or employee of any public body which is a party and/or indemnitee hereto.

11. Termination of Contract for Cause.

If, through any cause, Firm shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Firm shall violate any of the covenants, agreements, warranties or stipulations in this Contract, BPUB shall have the right, without prejudice to any other rights or remedies it may have under this Contract, to terminate this Contract by giving written notice to Firm of such termination and specifying the date thereof, at least fifteen (15) calendar days before the effective date of such termination. Without prejudice to any other rights or remedies it may have under this Contract, BPUB shall have the right to terminate this Contract if in its sole opinion the work of the Firm is not effective for the purpose it is being performed. Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder provided such compensation is approved by BPUB in its sole discretion. The method of compensation herein shall be as provided in Section 3 of this Contract.

Notwithstanding the above, Firm shall not be relieved of liability to BPUB for damages sustained by BPUB by virtue of any intentional and/or negligent act or omission or any breach of this Contract by Firm, and BPUB may withhold any payments to Firm for the purpose of setoff, until such time as the exact amount of damages due BPUB from Firm is determined.

Subject to Section 8, Firm agrees that BPUB shall have all rights and remedies afforded to it at law to recover any damages sustained by BPUB in connection with the work performed by Firm under this Contract, including regulatory fines and penalties, attorneys' fees and expert witness costs associated with the defense against any cause of action related to this Contract. In addition, BPUB shall, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against Firm prohibiting further actions inconsistent with Firm's obligations under this Contract. BPUB shall also have all rights and remedies afforded to it in equity to enforce the terms of this Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Termination for Convenience.

BPUB may terminate this Contract at any time by giving at least thirty (30) calendar days notice in writing to Firm. If the Contract is terminated by BPUB as provided herein, Firm will be paid for the Services provided and approved expenses incurred up to the termination date if such compensation is approved by BPUB, which approval shall not be unreasonably withheld. Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such compensation is approved by BPUB, which shall not be unreasonably withheld. The method of compensation herein shall be as provided in Section 3 of this Contract.

Notwithstanding the above, Firm shall not be relieved of liability to BPUB for damages sustained by BPUB by virtue of any intentional and/or negligent act or omission or any breach of this Contract by Firm, and BPUB may reasonably withhold a sufficient portion of any payments to Firm for the purpose of setoff until such time as the exact amount of damages due BPUB from Firm is determined.

Firm agrees that BPUB shall have all rights and remedies afforded to it at law to recover any damages sustained by BPUB in connection with the work performed by Firm under this Contract. BPUB shall also have all rights and remedies afforded to it in equity to enforce the terms of this Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

13. Changes.

BPUB may, from time to time, request changes in the scope of the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Firm's compensation, which are mutually agreed upon by and between BPUB and Firm,

shall be incorporated in written amendments to this Contract called “Work Orders”.

14. Reports and Information.

Firm, at such times (but not more than once per month unless an emergency arises), and in such forms as BPUB may require, shall furnish BPUB such periodic reports as they may request about the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matter covered by this Contract.

15. Civil Rights.

Firm shall comply with all applicable federal, state, and local laws regarding nondiscrimination and equal employment opportunity, as outlined in Firm’s policy statement, which shall be provided to BPUB upon request.

16. Entire Agreement.

This Contract, including and together with any Work Orders, exhibits, schedules, and attachments, each of which will be attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties concerning the subject matter of this Contract.

17. Waiver.

The failure or delay on the part of any Party herein at any time to require the performance by any other Party of any portion of this Contract shall not be deemed a waiver, or in any way affect that Party's rights to enforce such provision or any other provision. Any waiver by any Party herein of any provision hereof shall not be taken or held to be a waiver unless explicitly set forth in writing and signed by the Party so waiving and shall not be a waiver of any other provision hereof or any other breach hereof. No single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof.

18. Severability.

The invalidity, illegality, or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract or invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Contract to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Survival.

Any and all representations, conditions, and warranties made by Firm under this Contract are of the essence of this Contract and shall survive the execution, delivery and termination of it, and all statements contained in any document required by BPUB, whether delivered at the time of the execution or at a later date, shall constitute Firm's representations and warranties hereunder.

20. Force Majeure.

No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events (each a "**Force Majeure Event**"): (A) acts of God; (B) flood, fire, earthquake, pandemic, or explosion; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (D) government order, law, or action; (E) national or regional emergency; or (F) other similar events beyond the reasonable control of the Impacted Party. Notwithstanding the foregoing, Firm's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section 20.

The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 20, the other Party may thereafter immediately terminate this Contract upon written notice.

21. Governing Law.

This Contract is governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas and all obligations of the Parties under this Contract are performable in Cameron County, Texas.

22. Choice of Forum.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Contract, including all exhibits, schedules, attachments, and appendices attached to this Contract, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state or federal court located in Cameron County, Texas. Each Party irrevocably and

unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state of federal court located in Cameron County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

23. Time for Performance.

The Services shall be completed in accordance with the performance schedule as outlined in Exhibit “C”, except to the extent timely performance is prevented by a Force Majeure Event, subject to the terms of Section 20.

24. Attorney's Fees.

If it is necessary for either Party herein to file a cause of action at law or in equity against the other Party due to: (A) a breach of this Contract or (B) any intentional and/or negligent act or omission by the other Party, the non-breaching or non-negligent Party shall be entitled to reasonable attorney’s fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

25. Cumulative Remedies.

All Parties shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret or enforce the terms of this Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

26. State or Federal Laws.

This Contract is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

27. No Third-Party Beneficiary.

The Parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

28. Dispute Resolution.

In the event a dispute arises between the Parties, then as a condition precedent to any legal action by either Party, the Parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the Parties

agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The Parties agree to split the mediator's fees equally, but each Party shall bear its own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Cameron County, Texas, unless BPUB agrees to another location.

29. Amendments.

No amendment to, or modification or termination of this Contract is effective unless it is in writing, identified as an amendment to or modification or termination of this Contract, and signed by an authorized representative of each Party.

30. Independent Contractor.

A. It is understood and acknowledged that the Services which Firm will provide to BPUB hereunder shall be in the capacity of an independent contractor and not as an employee or agent of BPUB. Firm shall control the conditions, time, details, and means by which Firm performs the Services. BPUB shall have the right to inspect the work of Firm solely for the purpose of determining whether the work is completed according to this Contract and any applicable Work Order.

B. Firm has no authority to commit, act for or on behalf of BPUB, or to bind BPUB to any obligation or liability.

C. Firm shall not be eligible for and shall not receive any employee benefits from BPUB and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Firm hereunder.

31. Counterparts.

This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 9, a signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the Effective Date by their respective officers thereunto duly authorized.

[ENTER FIRM'S NAME]

By: _____
[NAME OF AUTHORIZED SIGNER]
[TITLE OF SIGNER]

PUBLIC UTILITIES BOARD OF THE
CITY OF BROWNSVILLE, TEXAS

By: _____
Marilyn D. Gilbert, MBA
General Manager and CEO

EXHIBIT “A”

COMPENSATION FOR ENERGY RISK MANAGEMENT COMPLIANCE & QUALITY ASSESSMENT

Firm proposes to perform the work and services described above through the **PROJECT/TYPE OF SERVICES TO BE PROVIDED** project. The Firm will establish Project requirements, determine Project policy matters, ensure satisfactory completion of the work and services, and be directly responsible for the Project. Firm shall not be reassigned away from this engagement without the prior written consent of BPUB.

Firm proposes to perform all work and services described in the Scope of Services, for the estimated cost of \$_____. Invoices will be submitted monthly. Should the work and Services be completed for less than that amount, BPUB will only be billed for the actual work and services completed. All actual out-of-pocket expenses incurred in the course of this engagement will be billed at actual cost for reimbursement by BPUB. Total billings for this work scope shall not exceed the above estimate **without BPUB’s written approval.**

EXHIBIT “C”

SCHEDULE FOR ENERGY RISK MANAGEMENT COMPLIANCE & QUALITY ASSESSMENT

Firm understands that the scope of services outlined herein should be completed within. Firm proposes to initiate the Project after both parties have signed the contract, subject to BPUB’s written authorization to proceed. It is understood that Firm’s ability to complete the tasks within the established time frame is dependent, in large part, on the receipt of any existing, available, and necessary data from BPUB at the beginning of the Project, and BPUB’s timely response with review comments and input.

The term of this contract shall be from February 2026 through April 2026.

EXHIBIT "D"

DATA SECURITY REQUIREMENTS

1. Definitions.

Unless defined in the Contract or elsewhere in this Exhibit, capitalized terms used herein shall have the meanings set forth in this Section 1.

"Authorized Employees" means Firm's employees who have a need to know or otherwise access Personal Information to enable Firm to perform its obligations under the Contract.

"Authorized Persons" means (A) Authorized Employees; and (B) Firm's permitted contractors, agents, own service providers, as each is specified on Attachment 1 to this Exhibit D who have a need to know or otherwise access Personal Information to enable Firm to perform its obligations under the Contract, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of the Contract.

"Highly Sensitive Personal Information" means (A) an individual's government-issued identification number (including social security number, driver's license number, or state-issued identification number); (B) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; (C) biometric, genetic, health, medical, or medical insurance data; (D) geolocation data; or (E) information regarding racial or ethnic origin, religious beliefs, sex life or sexual orientation, union membership, or citizenship or immigration status.

"Personal Information" means information provided to Firm by or at the direction of BPUB, information which is created or obtained by Firm on behalf of BPUB, or information to which access was provided to Firm by or at the direction of BPUB, in the course of Firm's performance under the Contract that: (A) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (B) can be used to identify or authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or pins, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers), in case of both subclauses (A) and (B), including, without limitation, all Highly Sensitive Personal Information. BPUB's business contact information is not by itself deemed to be Personal Information.

"Security Breach" means (A) any act or omission that compromises either the security, confidentiality, availability, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Firm (or any Authorized Persons), or by BPUB should Firm have access to BPUB's systems, that relate to the protection of the security, confidentiality, availability, or integrity of Personal Information, (B) receipt of a complaint in relation to the privacy and data

security practices of Firm (or any Authorized Persons), or (C) a breach or alleged breach of the Contract relating to confidentiality, privacy, and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

2. Standard of Care.

A. Firm acknowledges and agrees that, in the course of its engagement by BPUB, Firm may create, receive, or have access to Personal Information. Firm shall comply with the terms and conditions set forth in the Contract in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Firm shall be responsible for, and remain liable to, BPUB for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information as if they were Firm's own actions and omissions.

Personal Information is deemed to be Confidential Information of BPUB and is not confidential information of Firm. In the event of a conflict or inconsistency between this Exhibit and the confidentiality or compliance with law sections of the Contract, the terms and conditions set forth in this Exhibit shall govern and control.

B. In recognition of the foregoing, Firm agrees and covenants that it shall:

- i. keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
- ii. not create, collect, receive, access, or use Personal Information in violation of law;
- iii. use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of the Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Firm's own purposes or for the benefit of anyone other than BPUB, in each case, without BPUB's prior written consent; and
- iv. not, directly or indirectly, disclose Personal Information to any person other than its Authorized Persons, including any, subcontractors, agents, its own service providers, or auditors (an "**Unauthorized Third Party**"), without BPUB's prior written consent unless and to the extent required by government authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Firm shall (a) use best efforts and to the extent permitted by applicable law notify BPUB before such disclosure or as soon thereafter as reasonably possible; (b) be responsible for and remain liable to BPUB for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Firm's own actions and omissions; and (c) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of the Contract relating to the treatment of Personal Information.

3. Information Security.

A. Firm represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

B. Firm shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.

C. Without limiting Firm's obligations under section 3(A), Firm shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of the Contract.

If, in the course of its engagement by BPUB, Firm has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("**PCI DSS**") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Firm's sole cost and expense.

D. At a minimum, Firm's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment, including the use of multifactor authentication for access to any Personal Information; (vi) encrypting Personal Information stored on any media; (vii) encrypting Personal Information when transmitted; (viii) strictly segregating Personal Information from information of Firm or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Firm's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Firm's employees.

E. During the term of each Authorized Employee's employment by Firm, Firm shall at all times cause such Authorized Employees to abide strictly by Firm's obligations under the Contract. Firm further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of Firm's officers, partners, principals, employees, agents, or contractors. Upon BPUB's written request, Firm shall promptly identify for BPUB in writing all Authorized Employees as of the date of such request.

Upon BPUB's written request, Firm shall provide BPUB with a network diagram that outlines Firm's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under the Contract, including, without limitation: (i) connectivity to BPUB and all third parties who may access Firm's network to the extent the network contains Personal Information; (ii) all network connections, including remote access services and wireless connectivity; (iii) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers); (iv) all backup or redundant servers; and (v) permitted access through each network connection.

4. Security Breach Procedures.

A. Firm shall:

i. Provide BPUB with the name and contact information for one or more employees of Firm who shall serve as BPUB's primary security contact and shall be available to assist BPUB twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;

ii. Notify BPUB of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Firm becomes aware of it; and

iii. Notify BPUB of any Security Breaches by telephone at the following number (956)983-6155 with a copy by email to the individual identified in the Notices section of the Contract.

B. Immediately following the Firm's notification to BPUB of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Firm agrees to fully cooperate with BPUB in BPUB's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing BPUB with physical access to the facilities and operations affected; (iii) facilitating interviews with Firm's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by BPUB.

C. Firm shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Firm shall reimburse BPUB for all actual costs incurred by BPUB in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 4(D).

D. Firm agrees that it shall not inform any third party of any Security Breach without first obtaining BPUB's prior written consent. Further, Firm agrees that BPUB shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in BPUB's discretion; and (ii) the contents of such notice, whether any remediation may be offered to affected persons, and the nature and extent of any such remediation.

E. Firm agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

F. Firm agrees to fully cooperate at its own expense with BPUB in any litigation, investigation, or other action deemed necessary by BPUB to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

In the event of any Security Breach, Firm shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

5. Oversight of Security Compliance.

Upon BPUB's written request, to confirm Firm's compliance with the Contract, as well as any applicable laws, regulations, and industry standards, Firm grants BPUB or, upon BPUB's election, a third party on BPUB's behalf, permission to perform an assessment, audit, examination, or review of all controls in Firm's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to BPUB pursuant to the Contract. Firm shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Personal Information for BPUB pursuant to the Contract. In addition, upon BPUB's request, Firm shall provide BPUB with the results of any audit by or on behalf of Firm performed that assesses the effectiveness of Firm's information security program as relevant to the security and confidentiality of Personal Information shared during the course of the Contract, including but not limited to any Service Organization Controls (SOC) Type 2 audit.

6. Return or Destruction of Personal Information.

At any time during the term of the Contract at BPUB's request or upon the termination or expiration of the Contract for any reason, Firm shall, and shall instruct all Authorized Persons to, promptly return to BPUB all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to BPUB that such Personal Information has been returned to BPUB or disposed of securely. Firm shall comply with all directions provided by BPUB with respect to the return or disposal of Personal Information.

7. Equitable Relief.

Firm acknowledges that any breach of its covenants or obligations outlined in this Exhibit D may cause BPUB irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, BPUB is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which BPUB may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

8. Material Breach.

Firm's failure to comply with any of the provisions of this Exhibit D is a material breach of the Contract. In such an event, BPUB may terminate the Contract effective immediately upon written notice to Firm without further liability or obligation to Firm.