

**CONTRACT NO. 473-23-00006**  
**BETWEEN**  
**THE PUBLIC UTILITY COMMISSION OF TEXAS**  
**AND**  
**GUIDEHOUSE, INC.**

The parties to this contract are the Public Utility Commission of Texas, an agency of the State of Texas, located at 1701 N. Congress Ave., Austin, Texas 78701 and Guidehouse Inc., a Texas corporation with offices at 111 Congress Ave., Ste. 2500, Austin, Texas 78701.

**Article 1. DEFINITIONS**

When used in this contract, the following terms have the following meanings:

- 1.1 “**PUCT**,” means the Public Utility Commission of Texas, an agency of the state of Texas, acting through its Executive Director and the agency’s designated contract administrator.
- 1.2 “**Business day**” means a day the PUCT is open for business and is not observing a holiday.
- 1.3 “**Commission**” means the governing body of the PUCT.
- 1.4 “**Contractor**” includes Guidehouse, Inc., and any successors, heirs, and assigns.
- 1.5 “**May**” means “is authorized to.”
- 1.6 “**Services**” means any and all services performed and any and all goods and products delivered by Contractor as specified in the Statement of Work.
- 1.7 “**Statement of Work**” means the description of goods and services to be provided under this contract found in Exhibit 1 to this contract.
- 1.8 “**Parties**” means PUCT and Contractor. “**Party**” means PUCT or Contractor.
- 1.9 “**Emergency operations plan**” means the plan and attached annexes maintained on a continuous basis by an entity intended to protect life and property and ensure continuity of adequate electric service in response to an emergency.

**Article 2. COMPENSATION**

2.1 **Compensation.** Contractor agrees to provide all Services (including labor, expenses, and any other services) described in the Statement of Work, for a price not to exceed \$929,715. Contractor understands that neither the PUCT nor ERCOT are responsible for payment of any costs or expenses exceeding this amount.

Contractor will charge on the basis of the hourly rates proposed in its Best and Final Offer. Estimated charges for each Part are as follows:

Project Part	Est. Hours to Complete	Avg. Hourly Rate <sup>1</sup>	Est. Total Cost
Parts 1 and 2 – Preparations and Required Reporting	4,340	\$214	\$929,715
<b>TOTAL</b>	<b>4,340</b>	<b>\$214</b>	<b>\$929,715</b>

If Contractor believes that changes in the scope of Services to be performed will require Contractor to increase its fee, it must request the PUCT’s written authorization to increase its fee. Contractor must document the changes in the scope of Services and why they will require additional effort. The PUCT must approve the increase in fee by written amendment to this contract before Contractor performs any Services or may invoice the increased fee.

**2.2 Payment Process.** Contractor must submit an invoice to the PUCT contract administrator no later than the 15th business day after the month that the Services were performed. The invoice must contain the name of the person performing Services and a brief description of work performed. No payment will be made for administrative overhead, overtime, or other costs not contemplated under this contract.

On the statement or invoice, Contractor must include a statement that the invoice accurately describes the Services performed and the Services were performed in compliance with the contract. The statement or invoice must include the vendor identification number issued by the Texas Comptroller or Contractor’s federal taxpayer identification number, a description of the Services provided, and the name and division of the PUCT contract administrator.

Contractor must submit the invoice to the PUCT as follows:

By email to: Payables@puc.texas.gov

Or by mail to: Accounts Payable  
Public Utility Commission of Texas  
P.O. Box 13326  
Austin, TX 78711-3326

The PUCT contract administrator will review the invoice and any other relevant documentation to ensure the Services were performed in compliance with the contract. If the invoice does not contain required information or documentation, or if the PUCT disputes that the Services were performed in compliance with the contract, the PUCT will reject the invoice and give the Contractor its reasons and the opportunity to submit a corrected invoice.

Upon approval of the invoice, the PUCT will pay the invoice. The PUCT will pay all undisputed invoices within 30 days of receipt.

**2.3 Release of Claims.** Contractor’s acceptance of payment releases the PUCT of all claims for compensation owed in connection with this contract.

**2.4 Refund.** Contractor will, at its sole discretion, promptly refund or credit within sixty calendar days any funds erroneously paid by the PUCT which are not expressly authorized under the

---

<sup>1</sup> The PUC will refer to Contractors’ Best and Final Offer dated January 23, 2024 for specific hourly rate billing parameters.

contract; provided that PUCT shall provide reasonable written information as necessary detailing any erroneously paid amounts to Contractor and Contractor shall have no obligation to refund any amounts until such information is received.

**2.5 Payments Made to Subcontractors.** Contractor must pay any subcontractor hereunder the appropriate share of payments received not later than the 10th day after the date Contractor receives the payment. The subcontractor's payment is overdue on the 11th day after the date Contractor receives the payment. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Section 5.1 of this contract).

**2.6 Records.** Contractor and its subcontractors, if any, must maintain records and books of account relating to Services provided under this Contract ("Records"). Contractor must, for a period of seven (7) years following the expiration or termination of this Contract, maintain its Records of the work performed under this Contract. Records include but are not limited to correspondence concerning the subject of this contract between Contractor and the PUCT directly relating to this Contract; Contractor's internal correspondence directly relating to this Contract; and correspondence between Contractor and any third party directly relating to this Contract. Contractor must make all Records that support the performance of Services and payment reasonably available to any of the following PUCT, PUCT's designees, or the State Auditor during normal business hours with reasonable prior written notice, upon the request of the PUCT contract administrator.

**2.7 Sole Compensation.** Payments under this Article are Contractor's sole compensation under this contract. Contractor must not incur expenses not contemplated under the Statement of Work, with the expectation that PUCT or the state of Texas will pay the expense.

### **Article 3. CONTRACT ADMINISTRATION**

**3.1 PUCT Contract Administration.** The PUCT designates Sherryhan Ghanem to serve as its primary point of contact and contract administrator throughout the term of this contract. Contractor acknowledges that the contract administrator does not have any authority to amend this contract on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission exercising its authority through a vote in an open meeting, or the Executive Director of the PUCT as the Commission's authorized designee.

**3.2 Contractor Contract Administration.** Contractor designates its contract administrator as follows: Thomas Rippert.

**3.3 Reporting.** Contractor must report directly to the PUCT contract administrator and must perform all Services in accordance with the reasonable instructions, directions, and requests conveyed to Contractor by the PUCT contract administrator and required by this contract.

**3.4 Cooperation.** The Parties' respective contract administrators must handle all communications between them in a timely and cooperative manner. The Parties must timely notify each other by email or other written communication of any change in designee or contact information.

**3.5 Inquiries and Prompt Referral.** Contractor will promptly refer all inquiries regarding this contract received from state legislators, other public officials, the media, or anyone else not a Party to this contract to the PUCT contract administrator.

#### **Article 4. REPORTS AND RECORDS**

**4.1 Written Reports.** Contractor must provide written reports to the PUCT in the form and with the frequency specified in the Statement of Work, or as otherwise agreed in writing between the Parties.

**4.2 Distribution of Consultant Reports.** Contractor agrees the PUCT has the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas legislature to distribute it. The PUCT will also have the right to post any consultant report associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that the PUCT may assert for the report or any portion thereof.

#### **Article 5. SUBCONTRACTING PARTIES**

**5.1 Use of Subcontractors.** The Parties acknowledge and agree that, at the time of execution of this contract, Contractor intends to perform the Services required under this Contract using its own employees [or intends to perform the Services required under this Contract using the following subcontractors:]. Contractor will notify the PUCT contract administrator of any other proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any subcontract not contemplated at the initiation of this contract and any subsequent substitution of a subcontractor must be approved by an amendment according to the terms of Article 7.

**5.2 Sole Responsibility.** Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all work produced by all subcontractors that the PUCT accepts in accordance with the terms of this contract.

**5.3 Prime Vendor Contract.** The Parties expressly agree that this Contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this Contract, notwithstanding the engagement of any subcontractor to perform an obligation under this Contract.

#### **Article 6. TERM AND TERMINATION**

**6.1 Term.** The term of this Contract will begin on the date signed by the last party to sign and will continue in effect four years unless sooner terminated under Sections 6.2 or 6.3 of this Contract.

**6.2 Termination for Cause by the PUCT.** If Contractor materially fails to provide the Services contracted for according to the provisions of the contract, or materially fails to comply with any terms or conditions of the Contract, the PUCT may serve upon Contractor written notice

requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this contract for default and will have all rights and remedies provided by law and under this contract. If the PUCT terminates Contractor for a violation of Section 18.12, of this contract, the PUCT need not provide any notice or opportunity for curing the default. The PUCT will not be liable for any damages or loss to Contractor as a result of termination for cause. The Contractor will be paid for all Services provided prior to the effective date of any such termination.

**6.3 Termination for the Convenience of the PUCT.** The PUCT may, upon thirty (30) days written notice to Contractor, terminate this contract whenever the interests of the PUCT so require. The PUCT will only reimburse those expenses already incurred at the time the notice is provided or expenses approved in writing, prior to Contractor incurring those expenses, for the purpose of wrapping up the contract. The PUCT will not be liable for any damages or loss to Contractor as a result of termination for convenience.

**6.4 Transfer of Duties.** In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the contract to another entity without disruption to the provision of Services.

**6.5 Remedies for Breach.** All remedies available to the PUCT for breach or anticipatory breach of this contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. Actual damages, cost projections, and injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

**6.6 Survival.** In the event that this Contract expires or is terminated pursuant to its terms, the rights and obligations of the Parties under it will end; provided that the provisions of Sections 2.3 through 2.7, 3.5, 4.2, 6.5, 6.6, 7.5, 9.2, 9.4 through 9.6, 17.2 and 19.1 through 19.5, 19.10 and Articles 1, 10, 12, 14, 15, 16, 20, 21, 23, 28, and 29 will survive in their entirety.

## **Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS**

**7.1 Material Change Requests.** The PUCT may propose changes to the Statement of Work. Upon receipt of a written request from the PUCT for a change to the Statement of Work, Contractor must, within the deadline specified in the request, or if no deadline is specified within a reasonable time after the request, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustments to this contract. No changes to the Statement of Work, will occur without the Parties' written consent as provided in accordance with the terms stated in this contract.

**7.2 Changes in Law, Rules, or Rulings.** Changes in federal or state legislation, rules and regulations or rulings by the PUCT after the effective date of this contract may require modification of the terms of this contract, including an increase or decrease in Contractor's duties or compensation. In the event of changes to statutes, rules, or regulations affecting the terms of this contract, the PUCT and Contractor must negotiate the terms of a contract modification in good faith and incorporate the modification into this Contract by written amendment.

**7.3 No Assignment of Duties.** This contract will be binding upon and inure to the benefit of the permitted successors and assigns of any Party (including by merger of Contractor or otherwise by operation of law); provided, however, that Contractor may not otherwise, without the prior written consent of the PUCT, assign or transfer this contract or any obligation incurred under this contract. Any attempt by Contractor to assign or transfer this contract or any obligation incurred under this contract, in contravention of this article, will be voidable at the PUCT's sole discretion.

**7.4 Amendments and Modifications.** This contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this contract.

**7.5 Binding on Successors.** The terms of this contract will be binding on any successor organization of any of the Parties.

## **Article 8. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**8.1 Warranty of Performance.** Contractor represents, warrants, and covenants that it will perform the Services outlined in the Statement of Work, in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

**8.2 Warranty of Services.** Contractor warrants that the Services will be rendered by the qualified personnel named in Section 19.8 of this contract. If Services provided under this contract require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

## **Article 9. RISK OF LOSS AND PROPERTY RIGHTS**

**9.1 Risk of Loss.** The risk of loss for all items to be furnished hereunder will remain with Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss will pass to the PUCT.

**9.2 Ownership.** Except for Deliverables where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights remain the property of the third party, all finished Deliverables created or prepared for or on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of Services hereunder, will, upon full payment to the Contractor for such Deliverables, be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the Contract or upon termination or expiration of the contract. Notwithstanding the foregoing, Deliverables created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT's exclusive property, upon full payment to the Contractor for such Deliverables, regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this contract.

**9.3 [Reserved.]**

**9.4 Prior Works.** Except as provided herein, all previously owned materials, conceptions, or products remain the property of Contractor and nothing contained in this contract will be construed to require Contractor to transfer ownership of such materials to the PUCT.

**9.5 Trademarks.** The Parties agree that no rights to any trademark or service mark belonging to another Party or to any non-Party are granted to any other Party by this contract, unless by separate written instrument. The PUCT acknowledges and agree that use of any trademark associated with any software provided by Contractor under this contract does not give the PUCT any rights of ownership in the trademark or the software.

**9.6 Program Information.** Program information, data, and details relating to Contractor's Services under this contract must be maintained separately from Contractor's other activities. Contractor must undertake all reasonable care and precaution in the handling and storing of this information.

**9.7 Provision to be Inserted in Subcontracts.** Contractor must insert a provision containing Sections 9.2 and 9.6 of this contract in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the PUCT under this contract.

## **Article 10. PUBLIC INFORMATION**

**10.1 Texas Public Information Act.** (Texas Government Code Chapter 552). The Parties acknowledge that notwithstanding any other provisions of this contract, the Texas Public Information Act ("PIA") governs the treatment of all information held by or under the control of the PUCT. The PUCT will notify Contractor of requests for Contractor's information as required under the PIA.

**10.2 Agreement Not Confidential.** The Parties acknowledge that not all terms of this contract may be confidential under the PIA, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." Contractor further acknowledges that in the event of a dispute over the release of a proposal or part of a proposal the PUCT will comply with the decision made by the Office of the Attorney General of Texas.

**10.3 Contractor's Duty to Provide Public Information.** Contractor is required, at no additional cost to the state, to make available in a format that is accessible by the public any information created or exchanged with the state pursuant to this contract. For the purpose of Section 10.3 of this contract, paper documents, Adobe Portable Document Format files (.pdf), Microsoft Excel spreadsheets (.xls), Microsoft Word documents (.docx), and Hypertext Markup Language (.html) files will be considered "accessible by the public," unless another format is specified by the PUCT, at the PUCT's sole discretion. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the PIA, Contractor will not be required to make the information available to the public, but may be required to facilitate the PUCT's provision of the information to the Texas Attorney General for a decision on the information's confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality to Contractor's information or data; it will be Contractor's sole responsibility to do so.

## **Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION**

**11.1 No Conflicting Relationships.** Contractor certifies to the PUCT that no existing or contemplated relationship exists between Contractor and the PUCT that interferes with fair competition or is a conflict of interest, and that no existing or contemplated relationship exists between Contractor and another person or organization, whether or not located within the State of

Texas, that constitutes or will constitute a conflict of interest for Contractor with respect to the PUCT.

**11.2 Prohibition on Transactions with Parties Adverse to the PUCT.** Based on Contractor's internal conflict check procedures, as further detailed in that certain Conflicts Statement submitted by the Contractor to PUCT in accordance with the RFP, Contractor is not aware of circumstances that constitute a conflict of interest or that would otherwise impair Contractor's ability to provide objective assistance to PUCT under this Contract. Contractor's determination of conflicts is based primarily on the substance of its work and not the parties involved. Contractor is a large international consulting company that is engaged by many companies and individuals. Contractor may have in the past represented, may currently represent or may in the future represent other clients whose interests may have been, may currently be or may become adverse to PUCT in litigation, transactions, or other matters (collectively "Other Clients"). Therefore as a condition to Contractor's undertaking to provide the Services contemplated herein, PUCT agrees that Contractor may continue to represent, and in the future may represent, Other Clients provided however that Contractor agrees that it will not accept retentions by Other Clients that would be adverse to PUCT in the same legal proceeding or transaction on the factual matters that are the subject matter of an engagement set forth under this Contract or any applicable statement of work. The PUCT may waive this provision in writing if, in the PUCT's sole judgment, such activities of the Contractor will not be adverse to the interests of the PUCT.

**11.3 Notice of Conflict.** Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. If Contractor fails to do so, it will be grounds for termination of this contract for cause, pursuant to Section 6.2 of this contract.

**11.4 Prohibited Employment.** Contractor agrees that it will not hire any person whose employment with Contractor would violate any of the employment restrictions in Texas Government Code Chapter 572 or Texas Utilities Code Chapter 12.

## **Article 12. INDEMNIFICATION**

**Contractor must indemnify, defend and hold harmless the PUCT, the State of Texas and their officers, agents, employees, representatives, contractors, assignees, and designees from any and all liabilities, claims, suits, assessments, penalties, losses, damages, demands or causes of action, and all related costs, attorney fees and expenses of whatever kind or nature asserted by a third party and occurring in any way incident to, arising out of, or in connection with acts or omissions of Contractor, its agents, employees and subcontractors, committed in the conduct of this contract. Contractor will have the obligation to undertake the defense of any such claim, process, or legal proceeding at Contractor's expense; provided, however, that the PUCT may participate in the defense with counsel of their own choosing. Any defense must be coordinated by Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit. Contractor may not agree to any settlement without first obtaining concurrence from the Office of the Attorney General when**



**Texas State Agencies are named defendants in any lawsuit. Contractor and the PUCT agree to furnish timely written notice to each other of any claim.**

**If all or any part of the Deliverables of this contract is the subject of any third-party claim, suit, or proceeding for infringement or misappropriation of any intellectual property right, Contractor may, and in the event of any adjudication that the Deliverables or any part thereof infringes or misappropriates any patent, trademark, copyright, or trade secret, or if the licensing or use of any of the Deliverables or any part thereof is enjoined, Contractor must, at its expense do one of the following things: (i) procure for the PUCT the right under such patent, trademark, copyright or trade secret to fully use the Deliverables or the affected part thereof; or (ii) replace the Deliverable or affected part thereof with another non-infringing Deliverable; or (iii) suitably modify the Deliverable or affected part thereof to make it non-infringing.**

### **Article 13. INSURANCE**

**13.1 Contractor Responsibility.** Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas will be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance or workers' compensation or any benefit available to a state employee.

**13.2 Minimum Insurance.** Contractor must, at its sole cost and expense, secure and maintain as a minimum, from the effective date of this contract and thereafter during the term of this contract and any renewals or extensions thereof, for its own protection and the protection of the PUCT and the State of Texas:

- a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products or completed operations – \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;
- b) automobile liability coverage for vehicles driven by Contractor's employees (\$500,000 per occurrence);
- c) workers' compensation insurance in accordance with the statutory limits, as follows: (i) employer's liability - \$1,000,000 each incident, (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit;
- d) cyber incident coverage to include: privacy breach related legal expenses to review and determine responsibilities under privacy breach laws; expenses related to compliance with privacy law notification requirements; credit and identification monitoring for up to 12 months after a cyber incident; expenses related to forensic investigations to investigate a system intrusion into the Contractor's computer system; and expenses to hire a public relations firm for public communications response; and

- e) a fidelity bond or crime policy in the amount of \$1,000,000 with third party coverage for the PUCT for Contractor's employees working proprietary information, or Confidential Information.

The PUCT and the State of Texas must be named an additional insured on the commercial liability and automobile policies.

Insurance coverage must be from companies licensed by the State of Texas to provide insurance with an "A" rating from A.M. Best and authorized to provide the corresponding coverage.

**13.3 Certificates of Insurance.** Contractor must furnish to the PUCT certificates of insurance and any applicable endorsements, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten days of the effective date of this contract, and upon request thereafter. Contractor must provide the PUCT contract administrator with timely renewal or replacement certificates as the coverage renews or is replaced. Failure to maintain such insurance coverage specified herein, or to provide such certificates or endorsements promptly, will constitute a material breach of this Contract. Contractor will endeavor to provide thirty days written notice of any cancellation of insurance or renewal, unless the policy will be replaced with a policy that meets all requirements of this Article 13 with no lapse in coverage.

#### **Article 14. DISPUTE RESOLUTION**

The Parties agree to resolve disputes arising under this contract through the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and Subchapter C of the PUCT Rules for Administrative Services.

#### **Article 15. SOVEREIGN IMMUNITY**

The State of Texas and the PUCT do not waive sovereign immunity by entering into this contract and specifically retain immunity and all defenses available to them under the Constitution, the laws of the State of Texas, or the common law.

#### **Article 16. GOVERNING LAW**

Notwithstanding anything to the contrary in this contract, this contract will be deemed entered into in the State of Texas and will be governed by, construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. The Parties consent to the exclusive jurisdiction of the State of Texas. The Parties hereby submit to the jurisdiction of the courts located in, and venue is hereby stipulated to, the state courts located in Travis County, Texas. Each Party stipulates that it is subject to the jurisdiction of the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this contract. Further, each Party hereby waives any right to assert any defense to jurisdiction being held by the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this contract.

## **Article 17. COMPLIANCE WITH LAW**

17.1 **General.** Contractor must comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all Services sold hereunder will have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject, including, but not limited to, Equal Employment Opportunity laws. All laws and regulations required in agreements of this character are hereby incorporated by this reference.

17.2 **Taxes.** Contractor agrees to comply with any and all applicable state tax laws that may require any filing with or payment to the State of Texas as a result of any action taken as a result of this contract.

17.3 **Workers' Compensation.** Contractor agrees that it will be in compliance with applicable state workers' compensation laws throughout the term of this contract and any renewals or extensions thereof.

17.4 **Conflicts.** Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes, the rules and regulations of the PUCT. Contractor agrees to inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the PUCT. In the event that Contractor becomes aware of inconsistencies between this Contract and a Texas statute or PUCT rule, Contractor will so advise the PUCT immediately and will cooperate fully to revise applicable provisions of this contract as necessary.

17.5 **Compliance with Deceptive Trade Practices Act.** Contractor must comply with Texas Business and Commerce Code Chapter 17.

17.6 **Compliance with Americans with Disabilities Act.** Contractor must comply with the Americans with Disabilities Act, 42 U.S.C. Chapter 126.

17.7 **Prohibited Use of Appropriated or Other Funds.** Contractor must comply with Texas Government Code Sections 556.005 and 556.0055 related to prohibited uses of appropriated and other funds.

17.8 **Certificate of Interested Parties Form.** At the time Contractor submits a signed contract to the PUCT, Contractor must submit a "Certificate of Interested Parties" form to the PUCT and file the form with the Texas Ethics Commission. The form and instructions for filing the form can be found at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Contractor must not perform any work under the contract, nor receive any compensation prior to filing the form with the Texas Ethics Commission.

## **Article 18. CONTRACTOR'S CERTIFICATION**

By accepting the terms of this Contract, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this contract for cause.

**18.1 Prohibitions on Gifts.** Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract.

**18.2 Delinquent Obligations.** Contractor is not currently delinquent in the payment of any franchise or sales tax owed to the State of Texas, and is not delinquent in the payment of any child support obligations under applicable state law.

**18.3 Terrorist Financing.** The PUCT is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it, via cross referencing proposers or vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: <https://www.sam.gov/>

Contractor further certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

**18.4 Antitrust.** Neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this state, codified in Section 15.01, et seq. of the Texas Business and Commerce Code or the Federal Antitrust Laws, nor has communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

**18.5 Family Code.** Contractor has no principal who is ineligible to receive funds under Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**18.6 Prohibited Compensation.** Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this contract.

**18.7 Government Code.** Under Texas Government Code Section 2155.004, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated or payment may be withheld if this certification is inaccurate.

**18.8 Outstanding Obligations.** Payments due under the contract will be applied towards any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support.

**18.9 Contracting with Executive Head of State Agency.** Contractor certifies this contract is in compliance with Texas Government Code Section 669.003 relating to contracting with the executive head of a State agency. If Texas Government Code Section 669.003 applies, bidder will provide the following information in order for the bid to be evaluated: Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

**18.10 Buy Texas.** Contractor will comply with Texas Government Code Section 2155.4441, pertaining to service contracts regarding the use of products produced in the state of Texas.

**18.11 Hurricane Recovery.** Under Texas Government Code Section 2155.006, Contractor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**18.12 E-Verify.** Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons hired to perform duties within Texas, during the term of the contract; and
2. All persons (including subcontractors) hired by the proposer to perform work pursuant to the contract, within the United States of America.

The Contractor must provide, upon request of PUCT, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor will also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated contract.

This term should not be construed to require Contractor to utilize E-Verify to determine the eligibility of existing employees, or otherwise use E-Verify in violation of the law.

**18.13 Debarred Vendors List.** Contractor certifies that it is not on the Debarred Vendors List located at [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/).

**18.14 Does Not Boycott Israel.** If Contractor is required to make a certification pursuant to Texas Government Code Section 2270.002, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor certifies that it provided a statement to the PUCT, prior to signing this contract, stating why the certification is not required. Contractor further certifies that no subcontractor of Contractor who is required to make a certification pursuant to Texas Government Code Section 2270.002 boycotts Israel or will boycott Israel during the term of this contract.

## **Article 19. GENERAL PROVISIONS**

**19.1 Relationship of Parties.** Contractor is and will remain at all times an independent contractor, and nothing in this contract will be deemed to create a joint venture, partnership, employment, franchise, or master-servant relationship between the Parties. Notwithstanding anything to the contrary, the Parties will have principal-agent relationships as described in the Statement of Work. Except as expressly provided to the contrary elsewhere in this contract, no Party has any right or authority to act on behalf of another Party, nor to assume or create any obligation, liability or responsibility on behalf of another Party. Under no circumstances will the relationship of employer and employee be deemed to arise between the PUCT and Contractor's personnel. Contractor will be solely responsible for achieving the results contemplated by this contract, whether performed by Contractor, its agents, employees or subcontractors.

**19.2 Non-Exclusivity.** Nothing in this contract is intended nor will be construed as creating any exclusive arrangement between Contractor and PUCT. This contract will not restrict from acquiring any similar, equal, or like goods or services from other entities or sources.

**19.3 Taxes and Statutory Withholdings.** Contractor acknowledges that it is not a PUCT employee, but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this contract. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor must defend, indemnify and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

**19.4 Notice.** Except as otherwise stated in this contract, all notices provided for in this contract must be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this contract), (c) sent by a national carrier with tracking capability (e.g. FedEx or Certified U.S. Mail), with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice with the carrier.

IF TO THE PUCT:

ATTENTION: Executive Director  
1701 N. Congress Ave., 7th Floor

Austin, TX 78701

With copies to the PUCT contract administrator, and Jay Stone, CTCD, CTPM, at the same address.

IF TO CONTRACTOR:

ATTENTION: Erin Hutchins, Partner  
ADDRESS: 111 Congress Ave, Ste. 2500  
CITY, STATE, ZIP CODE: Austin, TX 78701

With a copy to:

ATTENTION: Office of the General Counsel  
Guidehouse Inc.  
1676 International Drive, Suite 800  
McLean, VA 22102

**19.5 Headings.** Titles and headings of articles and sections within this contract are provided merely for convenience and must not be used or relied upon in construing this contract or the Parties' intentions with respect thereto.

**19.6 Export Laws.** Contractor represents, warrants, agrees and certifies that it (a) will comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) will not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this contract in violation of any such laws, rules or regulations.

**19.7 Preprinted Forms.** The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this contract cannot be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Contract and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Contract will govern.

**19.8 Specific Personnel.** Contractor has identified the personnel for this assignment ("Team"), as identified in its proposal.

Contractor warrants that it will use its best efforts to avoid any changes to the Team during the course of this Contract. Should personnel changes occur during the term of this Contract or any extensions or renewals thereof, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing. Contractor must provide individuals qualified to

perform the tasks assigned to such individual. At the PUCT's request, Contractor must remove from the project any individual whom the PUCT finds unacceptable for any reason in the PUCT's sole discretion. Contractor must replace such individual with another individual satisfactory to the PUCT as soon as practicable.

**19.9 No Felony Criminal Convictions.** Contractor represents and warrants that neither Contractor, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents or representatives of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised of the facts and circumstances surrounding the conviction.

**19.10 Publicity.** Contractor understands and agrees that the PUCT do not endorse any vendor, commodity, or service. Contractor understands and agrees that Contractor, its employees, representatives, other agents, or subcontractors may not issue any public disclosure, media release, advertisement, or publication without prior written approval of the PUCT: (a) which pertains to this contract or any services or project to which this contract relates; (b) which pertains to any results or findings based on information provided, created, or obtained to fulfill the requirements of this contract; or (c) which purports to speak on behalf of the PUCT or ERCOT.

PUCT understands and agrees that the Contractor does not endorse any third-party vendor, commodity, or service. PUCT understands and agrees that PUCT, its employees, representatives, other agents, or affiliates may not issue any public disclosure, media release, advertisement, or publication without prior written approval of the Contractor: (a) which pertains to this contract or any services or project to which this contract relates; (b) which pertains to any results or findings based on information provided, created, or obtained to fulfill the requirements of this contract; or (c) which purports to speak on behalf of the Contractor; except that the PUCT may: (a) post a copy of this contract on its website; (b) make any disclosures required by law; (c) disclose this contract and any resulting Deliverables or work product upon request by the Governor's office or a member of the Texas Legislature; and (d) disclose this Contract and any related materials to the State Auditor's Office.

**19.11 No Third-Party Beneficiaries.** Nothing contained in the contract, either express or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, or transferees any interests, rights, remedies, obligations or liabilities.

**19.12 Prompt Payment.** All payments to Contractor, any payments by Contractor to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract must be made in compliance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act

**19.13 Limitation of Liability.** Notwithstanding any term herein, and except to the extent finally determined to be prohibited by law, the Contractor's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to the Contractor for the particular Service giving rise to the liability under this Contract. In addition, the Contractor will not be liable



for any lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, the Contractor shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by PUCT.

**Article 20. NO IMPLIED WAIVER**

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

**Article 21. ORDER OF PRECEDENCE**

In the event of conflicts or inconsistencies between the provisions of this contract and any attachments or exhibits, the following are given preference in the order listed below:

- 1) The terms and conditions of this contract;
- 2) The Statement of Work, including any exhibits;
- 3) The Request for Proposals;
- 4) The Contractor’s proposal, as modified by its Best and Final Offer, dated January 23, 2024.

**Article 22. FORCE MAJEURE**

Neither the PUCT nor Contractor will be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, which such party could not, by due diligence have avoided, including but not limited to acts of God, severe weather, explosions, riots, acts of war, or orders of legal authority. Such causes will not relieve either party of liability in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner, with all reasonable dispatch, and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of the obligations. If the event of Force Majeure continues for a period of more than one hundred and eighty (180) days, either party thereafter may terminate this contract upon giving at least ten (10) days prior written notice to the other party. The COVID-19 pandemic is a known circumstance at the time this contract is being entered into, so the parties agree it will not be considered a “Force Majeure” event preventing performance of this contract.

**Article 23. SEVERABILITY**

If any provision of this contract is held unlawful or otherwise unenforceable, that provision will be severed and deemed deleted and the remainder of this contract will continue in full force and effect, as if the provision had never existed.

**Article 24. FUNDING OUT CLAUSE**

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, provisions of Section 6.3 of this contract will apply. Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

See Texas Constitution, Article III Section 49, State Debts; and Texas General Appropriations Act for the 2020-2021 Biennium, Article IX, Section 6.03, Excess Obligations Prohibited.

**Article 25. DRUG FREE WORKPLACE POLICY**

Contractor must maintain a drug-free work environment and a drug-free work environment policy. Contractor must enforce its drug-free work environment policy during the pendency of this contract. Contractor must provide the PUCT a copy of its drug-free work environment policy upon request.

**Article 26. SUBSTITUTIONS**

Substitutions are not permitted without written approval of the PUCT.

**Article 27. RIGHT TO AUDIT**

Pursuant to Section 2262.154 of the Texas Government Code, the State Auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this contract. The acceptance of funds by Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or any other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

**Article 28. SIGNATORIES**

The undersigned signatories represent and warrant that they have full authority to enter into this contract on behalf of the respective parties.

**Article 29. ENTIRE AGREEMENT**

This contract, including the Statement of Work, constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these Services. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this contract by specific reference.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of the date signed by the last party to sign.

**The Public Utility Commission of Texas**

By:

\_\_\_\_\_  
Connie Corona  
Interim Executive Director

Date Signed: \_\_\_\_\_

**Guidehouse Inc.**

By:

\_\_\_\_\_  
Name Erin Hutchins  
Partner

Date Signed: \_\_\_\_\_

## EXHIBIT 1 - STATEMENT OF WORK

### Introduction

- a. Work under this contract is divided into four parts:
  - i. Part 1: Preparations. The Contractor will review current statutory and regulatory requirements and the previous Weather Emergency Preparedness Report filed in September 2022 in PUCT Project No. 53385, *Project to Submit Emergency Operations Plans and Related Documents Under 16 TAC § 25.53*, will discuss legislative reporting requirements with PUCT staff, and will determine the format and schedule for the required reporting in conjunction with PUCT staff. The PUCT Contract Administrator has final authority to determine the format and schedule required.
  - ii. Part 2: Required Reporting. According to a format and schedule to be determined with PUCT staff, the Contractor will review Texas electric entity emergency operations plans filed with the PUCT and submitted to ERCOT, prepare and deliver analytic reports to the PUCT, and make recommendations on improving emergency operations plans and procedures to ensure the continuity of electric service. The Contractor will prepare the analysis of the ability of the non-ERCOT power regions of Texas to withstand extreme weather events. ERCOT will prepare a portion of the power weatherization report analyzing the ability of the electric grid to withstand extreme weather events within the ERCOT power region and will report on anticipated weather patterns for the upcoming year.
  - iii. The Contractor will consult with and provide information to ERCOT including providing weather emergency annex information as prescribed in 16 TAC § 25.53 and a summary of the emergency operations plans assessment for ERCOT's contribution to the assessment of the ability of the grid to withstand extreme weather.

The Contractor's analysis of the ability of the grid to withstand extreme weather events in the non-ERCOT regions must be based on an analysis of Texas electric entities' emergency operations plans and technical analyses such as, but not limited to, vulnerability studies.
  - iv. Part 3: Additional Reporting. At the direction of PUCT staff, the Contractor will prepare and deliver additional summer and winter weather emergency preparedness reports to the PUCT in a format and on a schedule to be determined in conjunction with PUCT staff.
  - v. Part 4: Optional Analysis. If bid by the Contractor and according to a format and schedule to be determined with PUCT staff, the Contractor will review portions of the emergency operations plans not related to weather emergency preparedness and develop recommendations for improvements to all parts of the plans.

- b. Contractor has provided separate pricing for Parts 1 and 2 as one unit, part 3 as a separate unit, and Part 4 as a third unit with its own pricing. The PUCT contract administrator will determine which services the PUCT requires and provide written approval for the Contractor to begin each part to the Contractor before work is scheduled to begin on each Part.
- c. In performing the work under this contract, the Contractor will be required to access confidential information. The companies that file emergency operations plans with the PUCT consider that information to be highly sensitive. The information used by the Contractor may be competitively sensitive and may contain information protected under Texas Government Code Section 418.181. Contractor must protect the confidential information accessed by its team under the terms of this contract. Contractor must use:
  - i. Physical and technological controls for the information in their possession;
  - ii. Steps to ensure staff or subcontractors who access the information are both vetted for trustworthiness and trained on handling confidential information; and
  - iii. A non-disclosure agreement (NDA) to be signed by the Contractor and any individuals who access confidential information on behalf of the Contractor.

Part 1: Preparations.

- a. Objective: The Contractor will prepare for Parts 2 and 3, and optionally Part 4, by reviewing current statutory and regulatory requirements related to emergency operations planning and reporting regarding the ability of the electric utility industry in the state of Texas to withstand extreme weather events.
- b. Required tasks include:
  - i. To provide the Contractor with the statutory and regulatory understanding under which emergency operations plans are created and filed and which the PUCT must assess extreme weather preparedness for the Texas Legislature, the Contractor will study:
    - 1. the recent legislative history of Tex. Util. Code § 186.007, including amendments enacted by SB 3, approved during the 87<sup>th</sup> Regular Session of the Texas Legislature; and
    - 2. 16 Tex. Admin Code § 25.53, related to emergency operations plans.
  - ii. To provide the Contractor with training to access and utilize the PUCT's Agency Information System to review emergency operations plan filings and provide access to confidentially filed emergency operations plans.

1. The Contractor will develop an assessment tool for reviewing emergency operations plans.
  2. The Contractor will discuss legislative reporting requirements with PUCT staff.
  3. The Contractor and PUCT staff will develop specific project milestones related to work conducted under Parts 2 and 3, and optionally Part 4.
- c. Work under Part 1 must be completed in time for the Contractor to satisfy the requirements of Part 2.
  - d. Review all emergency operations plans beginning in 2022 onwards to organize and prepare data for analyses.
    - i. The Contractor will review all filings in Project no. 53385 and compile data that includes the dates each utility filed, which utilities filed their emergency operations plan in its entirety, and which utilities filed only an affidavit stating that no material changes were made to their emergency operations plan.

### 3. Part 2: Required Reporting.

- a. Objective: The Contractor will review Texas electric entities' emergency operations plans filed with the PUCT and submitted to ERCOT as well as confidential portions of non-ERCOT EOPs that the PUC requests for review, prepare and deliver analytic reports to the PUCT, and make recommendations on improving emergency operations plans and procedures to ensure the continuity of electric service. The power weatherization preparedness report prepared by the Contractor will include a section detailing ERCOT's analysis of the ability of the ERCOT grid to withstand extreme weather events that considers anticipated weather patterns for the upcoming year for the ERCOT power region. The Contractor will prepare this analysis for the non-ERCOT power regions of Texas. ERCOT's analysis will meet the requirement of Tex. Util. Code §186.007(a-1)(2)-(3) for the ERCOT portion of the Texas electric grid. The Contractor must meet all other review, analyses, and reporting, required by Tex. Util. Code §186.007(a-1). These analyses and reports will be conducted in 2024 and 2026. The PUCT must submit the weather emergency preparedness reports on power weatherization preparedness to the lieutenant governor, the speaker of the house of representatives, and members of the legislature by September 30, 2024, and 2026, as required by Tex. Util. Code § 186.007(d).
- b. The Contractor's required tasks include:
  - i. Review and assess the weather emergency preparedness portions of all Texas electric entity emergency operations plans.

1. The Contractor must review the weather emergency preparedness portions of the most recent version of the emergency operations plans filed with the PUCT for each weather emergency preparedness report on power weatherization preparedness in 2024 and 2026.
  2. The Contractor will provide weather emergency annex information as prescribed in 16 TAC § 25.53 and a summary of the emergency operations plan assessment to ERCOT along with any information requested by ERCOT from the emergency operations plan review.
- ii. Develop and provide weather emergency preparedness analyses and reports on power weatherization preparedness in 2024 and 2026 that must:
    1. document and be informed by the review of emergency operations plans on file with the PUCT in their entirety;
    2. analyze and assess the ability of the electric grid to withstand extreme weather events of all kinds in the upcoming year; and
    3. conduct technical analyses to assess the reliability of the electric grid during extreme weather conditions in non-ERCOT regions.
  - iii. Following its analysis conducted under (ii) above, the Contractor will develop and provide a list of recommendations for possible future amendments to 16 TAC § 25.53. The Contractor must:
    1. make recommendations on improving emergency operations plans and procedures designed to ensure continuity of electric service;
    2. include information on best practices and other information necessary to support weather emergency preparedness; and
    3. include an emergency operations plan template.
  - iv. For each emergency operations plan reviewed, the Contractor must provide documentation of the review to PUCT staff and must request any additional information the Contractor determines is necessary to complete its analysis of an entity's ability to provide adequate electric services.
  - v. The Contractor must submit weather emergency preparedness reports on power weatherization preparedness, and the recommendations listed above by the deadlines below:
    1. Spreadsheet data organized - March 25, 2024 and 2026
    2. Outline – May 6, 2024 and 2026
    3. First draft complete with all report sections and attachments – June 5, 2024 and 2026;

4. Summary of draft emergency operations plan report and weather emergency annex information as prescribed in 16 TAC § 25.53 to ERCOT – June 26, 2024 and 2026
5. Second draft – August 15, 2024 and 2026; and
6. Final report – September 4, 2024 and 2026.

4. Part 3: Additional Reporting.

- a. Objective: At the direction of PUCT Staff, the Contractor will prepare and deliver seasonal summer and winter weather emergency preparedness reports to the PUCT. These seasonal reports may be required annually, and, if conducted, the PUCT must submit the summer weather emergency preparedness reports to the required recipients by March 3, 2025, 2026, and 2027 and the winter weather emergency preparedness reports by September 1, 2025, 2026, and 2027 as required by Tex. Util. Code § 186.007(e). Each seasonal report, if conducted, must be delivered to the lieutenant governor, speaker of the house of representatives, and each member of the legislature.
- b. Required tasks include:
  - i. If the PUCT determines significant changes to weatherization techniques have occurred or are necessary to protect consumers or vital services or if there have been changes to statutes or rules relating to weatherization requirements, the Contractor will:
    1. Review changed techniques, statutes, or rules;
    2. Identify the revisions to weatherization techniques that are needed to protect consumers or vital services;
    3. Analyze emergency operations plans on file with the commission at the time this Part 3 is directed to be conducted; and
    4. Assess and report on the ability of the electric grid to withstand extreme weather events of all kinds in the upcoming year, considering items (1) and (2) above.
- c. Deadlines:
  - i. If directed by the PUCT, the Contractor must submit the seasonal winter weather emergency preparedness reports to the PUCT by the following deadlines:

<b>Draft</b>	<b>2025 Report</b>	<b>2026 Report</b>
First Draft	June 5, 2025	June 5, 2026
Second Draft	July 10, 2025	July 10, 2026
Final Report	August 7, 2025	August 7, 2026



- ii. If directed by the PUCT, the Contractor must submit the summer weather emergency preparedness reports due to the PUCT by the following deadlines:

<b>Draft</b>	<b>2025 Report</b>	<b>2026 Report</b>	<b>2027 Report</b>
First Draft	December 5, 2024	December 5, 2025	December 4, 2026
Second Draft	January 17, 2025	January 16, 2026	January 15, 2027
Final Draft	February 6, 2025	February 6, 2026	February 5, 2027

5. Part 4: Optional Analysis.

- a. Objective: The Contractor will review portions of emergency operations plans not related to weather emergency preparedness and develop recommendations for improvements to all parts of the plans.
- b. If the proposer submits a bid on Part 4, the proposer must provide a detailed plan for reviewing the entities’ emergency operations plans and how this review, plus a consideration of best practices, will contribute to the proposer’s recommendations for future amendments to 16 TAC § 25.53, and improvements to the entities’ emergency operations plans. The proposer should cite references to best practices for emergency operations plans.
- c. If bid, the required tasks include:
  - i. Review and assess the portions of the emergency operations plans not reviewed in Part 1;
  - ii. Make recommendations to the PUCT on the format, organization, and content of the emergency operations plans filed with the PUCT;
  - iii. Make recommendations to the PUCT how any individual entity’s plan could be improved.
  - iv. Develop standard checklists to aid in the review of the plans.
  - v. Submission of the recommendations for the entities’ emergency operations plans by the following deadlines:
    1. Outline – September 16, 2024;
    2. First draft complete with all report sections and attachments – October 14, 2024;
    3. Second draft – November 4, 2024; and
    4. Final recommendation – December 2, 2024

### Additional Contractor Requirements

- a. Biweekly meeting with PUCT staff led by the Contractor to discuss report's status, contents, methodology, results, recommendations, and next steps. PUCT staff will determine how the biweekly meeting will occur to include in-person.
- b. The Contractor will provide an agenda and materials for the biweekly meetings.
- c. Project plan and report outline provided by the Contractor will be updated by the Contractor to reflect the project status after each meeting.
- d. Two in-person workshops for PUCT staff and interested stakeholders to be held at the PUCT each calendar year on a date determined by PUCT staff.
- e. Presentation of the findings of the assessment of the industry preparedness the biennial weather emergency preparedness reports, and the annual summer and winter weather emergency preparedness reports in-person at an open meeting. This may require attendance at a total of eight open meetings.
- f. As requested by the PUCT, consult with the PUCT staff about comments and attachments associated with emergency operations planning and extreme weather preparedness that are filed by entities to which the revised 16 TAC § 25.53 is expected to apply, including responses to request for information, white papers, or reports.
- g. Additional meetings, as requested by the PUCT, to discuss or provide information to interested entities.