



Request for Proposal: Retail Electricity Provider for Coastal Water Authority

Managed by Energy Edge: TX Broker Registration No. BR190568

Issued: February 9, 2026

Customer Information

The Coastal Water Authority (CWA) is a Texas governmental agency and conservation/reclamation district established in 1967 that supplies untreated surface water to the cities of Houston, Baytown, and Deer Park, as well as industrial and agricultural customers. Located in Harris, Chambers, and Liberty Counties, it operates major infrastructure, including the Trinity River and Lake Houston raw water conveyance and distribution systems.

Contracting Entity:	Coastal Water Authority
Billing Address:	1801 Main St., STE 800 Houston, TX 77002
Energy Edge Fee:	Fee is paid entirely by customer
Energy Edge Account Manager:	Bryan Gaige bgaige@energyedge.com 281.701.9336
Total Number of Meters:	57
Expected Annual Megawatt hour (MWh):	Approximately 100,753 MWh*
Start Date:	The first meter read dates on or after January 1, 2027

**Both Start and End Dates
should be the first meter read
dates on or after [date]*

Usage Files and Meters Included in Contract: See meter list in Attachment B below and Letter of Authorization in Attachment C.

***Please note:** In the usage files for the December '24 - January '25 period, usage was elevated by ~700 MWh due to a rail car derailment and operational changes to accommodate the response. If this is material to your pricing and/or contracted volumes, please adjust volumes accordingly.

Product & Terms Requested

- 1) Fixed Price (Terms: 12-60 months)
 - Fixed price for all volumes with all costs included except for Transmission & Distribution charges (TDSP), nodal intra-zonal congestion charges, and taxes, which will be passed through at cost.
- 2) Block and Fixed Retail Adder Product (Terms: 12-60 months)
 - Please provide a block quote for the following:
 - i. Houston Zone
 - ii. 7x24
 - iii. Energy Only
 - iv. HUB block
 - v. 8 MW
 - Fixed Adder with the following cost components included:
 - i. The four tradeable ancillary services (Reg Up/Reg Down, Spinning and Non-spinning Reserve)
 - ii. All ERCOT fees, including ERCOT admin fee and uplifts (exclusive of Securitization)
 - iii. Your administrative fee
 - iv. ECRS
 - v. Firm Fuel Service
 - vi. Line losses
 - vii. Congestion Revenue Rights (CRR) credits

All other costs (TDSP charges, Securitization, and taxes) will be passed through at cost with no markup.

Additional Information Requested

- Credit requirements, if any.
- Days to pay: Net 15 preferred, if client can pay by direct deposit; Net 30 if direct deposit is not available; please note on offering.
- Please provide **draft master agreement and transaction confirmation** documents for the requested product structures.
- Please provide a list of any costs that are not included in the pricing for the above product options and will be passed thru; it is preferred that the only pass thru costs be the regulated TDSP charges, nodal intra-zonal congestion charges, securitization, and taxes.
- Please detail any volume settlement provisions (bandwidth, material change, etc.) that apply to the product options listed above.

- Please detail any costs associated with fixing power during the contract (transaction fees, markups, etc.) if any. The contract must stipulate that Client Name can fix energy prices at the prevailing market price and any fees or adders will be established in the contract.

Onsite Generation

Coaster Water Authority has approximately 15,000 kW of onsite generation installed and operational at the Lynchburg Pump Station (the largest power consuming facility included in this RFP.) The onsite generation is only utilized to provide backup power during utility outages as well as enable CWA to participate in ERCOT demand response programs. The supply agreement should explicitly permit CWA's operation of the onsite generation in line with these objectives, and further the agreement should not prohibit CWA from installing similar generation at other locations during the term of the agreement.

Support and Customer Care

Describe in detail company's customer care function and if the representatives are employees of the company or a third party. Include a process overview for contacting customer care as well as average response times, the method used for tracking issues, the average length of time to resolution, and the issue escalation process. Describe if CWA will have a designated customer care point of contact.

Firm Experience

Describe your firm's experience working with large government entities and or large commercial accounts with critical infrastructure meters like CWA. Examples of a large government and or large commercial accounts would be 50,000 annual MWh or higher. Provide facts on the largest accounts including largest meter counts and average annual consumption and annual spending.

Instruction for Submission

- REPs planning to submit proposals must send an email containing the name, address, telephone number and email address of the REP's contact person for this RFP to **CWA c/o Seth Deutsch at sdeutsch@coastalwaterauthority.org.**
- Deadline: Proposals must be received **no later than 3:00 p.m., Central Standard Time, on February 20, 2026.**
- Questions: Inquiries must be submitted in writing to Ethan George at egeorge@energyedge.com. The closing date for submitting all written questions is **February 16th, 2026**. A summary of all substantive questions and responses will be posted on the CWA website/Civcast.
- Nothing herein is intended to exclude any qualified firm or in any way restrain or restrict competition. On the contrary, all qualified firms are encouraged to submit proposals.

Evaluation Criteria

Award shall be made to the responsible REP whose proposal is determined to be the best evaluated offer taking into consideration all aspects of proposal impact items and the following in order of relative importance:

The following considerations will be utilized accordingly in evaluating the proposals:

Pricing of Product & Terms Requested.....	60%
Support and Customer Care.....	20%
Ease of Contracting.....	10%
Firm Experience.....	10%
Total.....	100%

Submission of a proposal implies the REP's acceptance of the evaluation criteria and REP's recognition that subjective judgments must be made by CWA.

Selection Process and Best and Final Offer (BAFO)

CWA will review the responses collected after the 3:00pm (cst) **February 20, 2026 deadline**. Each proposal will be scored according to the above Evaluation Criteria and bidders will be short-listed to begin contract negotiations.

Once terms are negotiated and CWA board approvals finalized, CWA will request a BAFO from each shortlisted bidder. Shortlisted bidders will be notified (1) business day in advance of when the BAFO is needed based on market conditions. CWA will be prepared to execute previously agreed to contracts on the same day the BAFO is due.

Addenda and Supplemental Information

- Addenda to the RFP will be posted on CWA website/Civcast, should it become necessary to make revisions, request additional information, or respond to written inquiries relating to the RFP.
- It may be necessary for CWA or Energy Edge to request supplemental information relevant to individual REPs after proposals have been submitted and reviewed. Such information will be requested in writing to the specific proposer. This information will be become a part of the original proposal submitted by the specific REP and will be used by the CWA in evaluating the proposal and will not be shared with other proposers during the evaluation and award process.

Post Award Debriefing & Public Information

- Unsuccessful respondents may request a debriefing within ten (10) business days of non- award notice. Debriefings will review only their own proposal and its evaluation; they will not include other proposals, rankings, or evaluator notes.
- All submitted proposals and evaluation records are subject to the Texas Public Information Act (TPIA), Texas Government Code Chapter 552. CWA will respond to information requests and apply lawful exceptions, including:
 - Texas Government Code §552.104 (competitive harm / bidding process)
 - Texas Government Code §552.111 (deliberative-process privilege)
 - Texas Government Code §552.110 (trade secret or confidential business info)

- Respondents must clearly mark any portion of their proposal that they believe is confidential or proprietary and provide a brief justification. CWA will notify affected parties and seek rulings from the Office of the Attorney General of Texas when required.
- CWA reserves the right to withhold or redact information as permitted by law and make final determinations under the TPIA.

Terms and Conditions

The REP shall propose a form of electric supply agreement subject and approval of CWA. The proposed agreement shall address the following at a minimum:

- Provisions for changes in law;
- Termination and default provisions;
- Clear delineation of Transmission and Distribution Utility's responsibilities;
- Dispute resolution (including location);
- Remedies and penalties for failure to supply electrical power;
- Provisions for additions and deletions of meters and service locations;
- Since CWA is a governmental entity, any requested indemnifications must be limited to the extent permitted by law;
- CWA's obligations under agreement must be governed by Texas law

In order to select an REP and award a contract on the BAFO date CWA will be negotiating commercial terms prior to the BAFO date with the short-listed REP's. CWA intends to negotiate commercial terms and conditions as the initial basis for negotiation. Upon receipt of this RFP, all interested REPs are requested to forward a proposed form of electric supply agreement including all terms and conditions to Seth Deutsch at sdeutsch@coastalwaterauthority.org for an initial review.

General Terms and Requirements

- Texas as Applicable Law: This Agreement, and any disputes arising out of, relating to, or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Harris County, Texas, shall be the sole and exclusive venue for any litigation, special proceeding, or other legal action between the Parties arising out of or relating to this Agreement.
- Sovereign Immunity: CWA will not agree to any language that can be construed as waiving any of its immunities it possesses as a government entity.
- State of Texas Compliance Requirements: The successful proposer must submit a completed and notarized Texas Ethics Commission Form 1295 in accordance with Section 2252.908 of the Texas Government Code. The proposer must also certify compliance with Chapters 2271, 2274, and 2276 of the Texas Government Code, verifying that it does not boycott Israel or energy companies and does not discriminate against firearm entities or firearm trade associations throughout the term of the contract. The proposer must further represent that neither it nor its affiliates are listed on any restricted company lists maintained by the Texas Comptroller pursuant to Chapter 2252 of the Texas Government Code, and any breach of these statutory certifications shall constitute a material violation of the contract.

- Conflict of Interest: proposer must complete and submit the enclosed “Conflict of Interest and Disclosure Statement” contained in Attachment A of this RFP
- REPs shall not offer any gratuities, favors or anything of monetary value to any Board member, employee, or consultant of the CWA for the purpose of influencing this selection. Any attempt by REPs to influence the selection process by any means other than the disclosure of qualifications, credentials and pricing as outlined in this RFP, shall be grounds for disqualification from the selection process.
- From the issuance date of this RFP to the date of execution of BAFO, REPs (or their agents or associates) may not contact or direct inquiries regarding this RFP or the selection of a REP to any member of CWA’s Board. Failure to comply with this provision will result in disqualification of the REP.
- None of CWA and/or its officers, employees, or consultants shall be liable for any costs, direct or indirect, of respondents associated with responding to this RFP or in negotiations that follow responding to this RFP.

ATTACHMENT A
CONFLICT OF INTEREST QUESTIONNAIRE

ATTACHMENT A

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

OFFICE USE ONLY

Date Received

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory

Signature

Date

Attachment A (continued)

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.

ATTACHMENT B
IDENTIFICATION NUMBER (ESI ID) AND ADDRESS OF CWA METERS

ATTACHMENT B
IDENTIFICATION NUMBER (ESI ID) AND ADDRESS OF CWA METERS
(Deregulated locations only)

1	ESI	Address	City	State	Zip Code
2	1008901000156790016100	875 S INDEPENDENCE PKWY S	BAYTOWN	TX	77520
3	1008901021194849215100	120 RED BLUFF RD	PASADENA	TX	77506
4	1008901000151410016100	13501 AQUEDUCT RD #A	HOUSTON	TX	77044
5	1008901000159870013100	8821 1/2 RED BLUFF RD	PASADENA	TX	77507
6	1008901003250606300100	14725 HIGHWAY 146	DAYTON	TX	77535
7	1008901023817824780106	375 INDEPENDENCE PKWY N	BAYTOWN	TX	77520
8	1008901015254082617100	2550 1/2 S DIAMONDHEAD BLVD	CROSBY	TX	77532
9	1008901023808143510100	500 WESTMONT DR	HOUSTON	TX	77015
10	1008901023808143590100	14901 WALLISVILLE RD	HOUSTON	TX	77049
11	1008901023808143410100	14925 BEAUMONT HWY	HOUSTON	TX	77044
12	1008901023808143540100	12854 MARKET ST	HOUSTON	TX	77015
13	1008901023808143270100	14402 GARRETT RD	HOUSTON	TX	77044
14	1008901023808093690100	14903 WALLISVILLE RD	HOUSTON	TX	77049
15	1008901024900465530211	14725 1/3 HIGHWAY 146	BAYTOWN	TX	77523
16	1008901023802095580100	3100 PENN CITY RD B	BAYTOWN	TX	77521
17	1008901023813034610102	8204 FM 1405 RD	BAYTOWN	TX	77523
18	1008901002611967500100	1693 INDEPENDENCE PKWY S	LA PORTE	TX	77571
19	1008901002612025200200	2035 1/3 MILLER CUT OFF RD	LA PORTE	TX	77571
20	1008901023800748880100	5000 1/2 GENOA RED BLUFF RD	PASADENA	TX	77505
21	1008901023805287560100	14725 1/2 HIGHWAY 146	DAYTON	TX	77535
22	1008901021153348612100	9700 STEELMAN ST	HOUSTON	TX	77017
23	1008901023802343030100	13826 HATCHERVILLE RD	DAYTON	TX	77535
24	1008901023802021380100	13101 BAY AREA BLVD	PASADENA	TX	77507
25	1008901004250729000100	7400 FM 1405 RD	BAYTOWN	TX	77523
26	1008901023802095490100	1919 S MAIN ST	HIGHLANDS	TX	77562
27	1008901023802021340100	12213 PORT RD	SEABROOK	TX	77586
28	1008901004250728000100	7434 FM 1405 RD	BAYTOWN	TX	77523
29	1008901023802095580100	3222 BATTLEBELL RD	BAYTOWN	TX	77521
30	1008901023804292050100	3505 INDEPENDENCE PKWY S	LA PORTE	TX	77571
31	1008901002611966880100	1353 INDEPENDENCE PKWY S	LA PORTE	TX	77571
32	1008901002611978000100	2259 INDEPENDENCE PKWY S	LA PORTE	TX	77571
33	1008901002611979000100	2727 INDEPENDENCE PKWY S	LA PORTE	TX	77571
34	1008901002612012970100	4402 INDEPENDENCE PKWY S	LA PORTE	TX	77571
35	1008901002612025200100	2035 MILLER CUT OFF RD	LA PORTE	TX	77571
36	1008901002612037460100	1608 MILLER CUT OFF RD	LA PORTE	TX	77571
37	1008901003612116700100	10902 STRANG RD	LA PORTE	TX	77571
38	1008901009129799118100	300 RICHEY ST	PASADENA	TX	77506

39	1008901009623332850100	8902 FAIRMONT PKWY	PASADENA	TX	77507
40	1008901021153389395100	10200 STEELMAN ST	HOUSTON	TX	77017
41	1008901021153513056100	307 N SHAVER ST	PASADENA,	TX	77506
42	1008901021194560935100	1111 PASADENA BLVD	DEER PARK	TX	77536
43	1008901021194959968100	912 OLD UNDERWOOD RD	DEER PARK	TX	77536
44	1008901021198002910100	6555 LA PORTE FWY	DEER PARK	TX	77536
45	1008901021198003340100	6240 LA PORTE FWY	DEER PARK	TX	77536
46	100890102119900200100	5627 LA PORTE FWY	DEER PARK	TX	77536
47	1008901021199002060100	4535 LA PORTE FWY #1	DEER PARK	TX	77536
48	1008901021199002400100	3821 PASADENA FWY	PASADENA	TX	77503
49	1008901021199003022100	107 N PRESTON	PASADENA	TX	77503
50	1008901021199004040100	131 JEFFERSON	PASADENA	TX	77506
51	1008901021199006890100	1213 PASADENA FWY	PASADENA	TX	77506
52	1008901023801023200100	3512 INDEPENDENCE PKWY S	LA PORTE	TX	77571
53	1008901023801206440100	15002 JACINTOPORT BLVD	HOUSTON	TX	77015
54	1008901023801206470100	16350 JACINTOPORT BLVD	HOUSTON	TX	77015
55	1008901023801206490100	16630 JACINTOPORT BLVD	HOUSTON	TX	77015
56	1008901023801219960100	13901 INDUSTRIAL RD #1	HOUSTON	TX	77015
57	1008901023801220030100	12780 INDUSTRIAL RD #4	HOUSTON	TX	77015
58	1008901023801225770100	13501 INDUSTRIAL RD #1	HOUSTON	TX	77015

ATTACHMENT C
LETTER OF AUTHORIZATION FOR THE REQUEST OF HISTORICAL USAGE

Attachment A

Letter of Authorization for the Request of Historical Usage Information Form

Date: 2/6/2026

Expiration Date/Unlimited: 12/31/2026

Select Transmission and/or Distribution Service Provider (TDSP) (Required: Select the TDSP the request applies to.)

Oncor

CenterPoint Energy

Sharyland

AEP

TNMP

Nueces

Please accept this letter as a formal request and authorization for the above referenced TDSP to release energy usage data, including kWh, kVA or kW, and interval data (if applicable) at the following location(s) to _____ (REP Name). This information request shall be limited to no more than the most recent 12-month period of service. If the Electric Service Identifiers (ESI ID(s)) are metered using an Interval Data Recorder (IDR), please indicate whether summary level and/or interval data is required.

Summary Billing Data Only Interval Data Only Both Summary and Interval Data

Please forward usage and Load information in electronic (Microsoft Excel) format using Retail Market Guide Section 9, Appendices, Appendix B4, Transmission and/or Distribution Service Provider Response to Request for Historical Usage to email address: _____ (REP Email)

If an attachment is used, please use a separate attachment per TDSP with the ESI IDs that are specific to a TDSP. The TDSP will reject submitted ESI IDs that are not located within the TDSP's territory.

Service Address

ESI ID Number (found on bill)

See Attached List

AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs that are associated with this request.


(Signature)

Coastal Water Authority

(Company Name)

By checking this box, _____ (REP Name) affirms that they have authorization from the Customer identified below to obtain Customer's historical usage information holds the TDSP harmless for providing the historical data to requested party as identified on this form.

Seth Deutsch

1801 Main Street

(Name, printed)

(Billing Street Address)

Finance Manager

Houston, TX 77002

(Title)

(City, State, Zip Code)