



**New Braunfels Utilities**

**2026 Request for Proposals  
for ERCOT Energy from Physical Resources**

RFP Administrator:



**Date Issued: 4/14/2026**

**Due Date: 5/27/2026**

NBU Electric  
2026 Request for Proposals for ERCOT Energy from Physical Resources

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**Exhibits (Available on the RFP Website)**

- A      Evaluation Offer Form – Excel Spreadsheet**
- B      Sample Conflict of Interest Form/Form CIQ**
- C      Sample Form 1295**
- D      Verification Forms**

## **1. General Information**

### **1.1. Introduction**

New Braunfels Utilities (NBU) is a municipally owned utility in New Braunfels, Texas, providing electric, water, and wastewater services to residents and businesses in a 161-square-mile service area. NBU's electric system serves approximately 63,733 meters, with sustained customer growth of about 4% annually, and a historical peak demand of roughly 380 MW supported by 11 substations and over 1,100 miles of distribution infrastructure.

Established in 1942 with the city's purchase of the local electric system, NBU integrated water and wastewater operations in 1959, forming the municipal utility operating today. With the New Braunfels area among Central Texas's fastest-growing regions, increasing residential, commercial, and industrial demand drives long-term resource planning.

### **1.2. Purpose**

The purpose of this Request for Proposal (RFP) is to solicit and procure up to 250 MW of dispatchable future power supply in the Electric Reliability Council of Texas (ERCOT) Market. The results obtained from this RFP will identify the possible power supply options for NBU to serve load in ERCOT from physical resources.

### **1.3. RFP Administrator**

The duties of the RFP Administrator for the NBU 2026 Power Supply RFP (NBU 2026 RFP), as further described in Section 3, will be performed by Alliance for Cooperative Energy Services Power Marketing LLC (ACES).

As RFP Administrator, ACES' business model provides an established infrastructure of independent energy management practices that supports the verification of, and compliance with, applicable processes, policies, and procedures. ACES manages a significant amount of confidential data through a combination of specific internal guidelines, the company's independent control group, the company's corporate compliance manager, and periodic reporting to its Board of Directors' Risk Oversight and Audit Committee. ACES takes its obligations regarding the maintenance of Confidential Information seriously and will handle all Confidential Information with the highest professional regard.

## **2. Overview of the RFP**

NBU is soliciting proposals for physically backed, reliable, dispatchable, and economically competitive power to supply long-term energy to its customers. This resource, combination of resources, or fleet backed supply will be needed to meet projected demand shortfalls in NBU's portfolio.

NBU requests proposals from all types of suppliers capable of reliably supplying NBU with energy to serve NBU's customers. Desired respondents include, but are not limited to the following: electric utilities, power marketers, exempt wholesale generators, independent power producers, and generation developers.

### 3. Instructions to Respondents

#### 3.1. RFP Contact Information and Communications

All communications from parties responding to this RFP (Respondent(s)) shall be directed to the NBU 2026 RFP team. Questions or requests for clarifying information must be submitted to the designated RFP email:

[NBU2026RFP@acespower.com](mailto:NBU2026RFP@acespower.com)

The NBU 2026 RFP team will post relevant questions submitted by Respondents, as well as NBU's responses, on the RFP website: [acespower.com/NBU2026RFP](https://acespower.com/NBU2026RFP). Posting these questions and responses will ensure all Respondents have equal access to non-confidential information that may be potentially relevant to their responses to this RFP (Proposals). The NBU 2026 RFP team intends to respond to all questions; however, the team reserves the right to decline to respond to a question.

Other than contacting the RFP Administrator via the email address above, respondents may not contact any NBU employee, member of the NBU Board of Trustees, or ACES personnel regarding this RFP. If any respondent makes such contact in violation of this RFP, NBU may disqualify the respondent's proposal.

#### 3.2. Submittal of Proposals

All Proposals must be submitted electronically. To be considered and accepted, four required documents must be submitted.

1. An electronic version of Exhibit A,
2. a signed pdf version of Exhibit B: Sample Conflict of Interest Form/Form CIQ,
3. a screenshot or pdf printout of online form 1295 completion – Exhibit C, and
4. a signed pdf version of Exhibit D: Verification Forms

These materials should be sent in a single email and must be sent to the RFP email address:

[NBU2026RFP@acespower.com](mailto:NBU2026RFP@acespower.com)

Submissions must be received before 5:00 p.m. CDT on Wednesday, May 27, 2026.

Providing supporting documentation for your submission is strongly encouraged but not mandatory. Supporting documentation may include, but not be limited to, information detailing the Respondent's experience and the proposed resource.

NBU and the RFP Administrator will only evaluate Proposals submitted in accordance with this RFP. Proposals sent directly to NBU or ACES personnel will be discarded and will not be evaluated.

### 3.3. RFP Schedule

The NBU 2026 RFP schedule is shown in Figure 1. As circumstances warrant, NBU, in its sole judgment and discretion, may change this schedule. In that event, the RFP Administrator will inform all potential Respondents as far in advance as reasonably possible by posting any change on the RFP website, [acespower.com/NBU2026RFP](https://acespower.com/NBU2026RFP).

**Figure 1.**

Date	Activity
Tuesday, 4/14/2026	RFP posted
Wednesday, 4/29/2026	All Questions Due
Wednesday, 5/27/2026	All Phase 1 Submissions Due
Wednesday, 7/1/2026	Notification of Phase 1 Results (Shortlist)
Wednesday, 7/15/2026	Phase 2 Proposal Submission Deadline
Wednesday, 8/19/2026	Notification of Phase 2 Results

## 4. Proposals

### 4.1. Requested Proposals

NBU requests proposals for up to 250 MW of energy supply year-round beginning January 1, 2030. NBU is open to offers commencing before and after this date. Contracts of 20 years in duration are desired; however, shorter or longer terms (minimum of 10-year term) are acceptable. Delivery to the ERCOT South Load Zone or ERCOT South Hub are preferred and other delivery locations, including specific nodes in ERCOT will be considered.

All forms of generation or contract arrangements are welcome to respond and will be considered. Responses that provide increased reliability, in the form of dependable capacity backed by a physical resource (or portion thereof) will receive more favorable consideration. Any offer should include the provision of any associated physical resource capacity credits, capacity rights, or similar attribute should they be required by ERCOT in the future.

### 4.2. Basic Requirements for Proposals

NBU may select all proposals, a combination of proposals, a single proposal, or no proposals. The following resource types will be considered:

- Proposals for Power Purchase Agreements (PPAs) tied to a new or existing generation resource

- Proposals for Build Transfer Agreements
- Proposals for daily call option products, subject to physicality provisions
- Proposals for other arrangements that can provide reliable energy on the ERCOT grid

#### **4.3. Multiple Proposals**

NBU will accept and encourage multiple proposals from a respondent. In the event the same respondent provides multiple proposals, the respondent must indicate whether the proposals are mutually exclusive. This indication can be done directly in the fields on Exhibit A.

#### **4.4. Proposal Details**

NBU is requesting proposals from respondents for a variety of resources and products. Exhibit A outlines the parameters required for each type of resource. Any deviation from the form of the information requested in Exhibit A should be clearly noted in the submission and explained in detail. Respondents with questions about using the Exhibit A template should contact the RFP administrator prior to the submittal deadline at the following email address:

[NBU2026RFP@acespower.com](mailto:NBU2026RFP@acespower.com)

#### **4.5 Withdrawal**

Respondents may withdraw a proposal prior to the Submission Deadline. Any respondent, who seeks to withdraw a proposal, shall provide written notice of withdrawal to the RFP administrator at [NBU2026RFP@acespower.com](mailto:NBU2026RFP@acespower.com). NBU shall not allow any proposal to be withdrawn after the Submission Deadline. If a respondent seeks to withdraw a proposal after the Submission Deadline for a material mistake or other reasonable exception, the respondent shall seek NBU approval by providing a written notice requesting withdrawal.

### **5. Evaluation of Bids**

#### **5.1. Proposal Commercial Evaluation**

NBU and its RFP Administrator will conduct an initial review of all proposals for responsiveness and viability. Proposals that satisfy the initial review will be evaluated using an objective assessment mechanism incorporating multiple criteria including, though not necessarily in order, the following:

1. Dependability and reliability of resource performance
2. Net economic value to portfolio
3. Commodity Price Risk Reduction
4. Likelihood of successful and timely delivery by seller
5. Creditworthiness
6. Deliverability and Locational Marginal Pricing (LMP) basis risk

## **5.2. Credit Analysis**

The RFP Administrator will evaluate the creditworthiness of respondents (or their parent organizations) through a credit assessment, which, at a minimum and in line with industry standards, may include, but not be limited to, the following factors:

- Tangible net worth evaluation
- Historical and projected measures of cash flow and liquidity
- Historical and projected leverage
- Calculation of credit ratios
- Credit of respondent or respondent's parent company as applicable

Other credit risk issues may also be evaluated, including, but not limited to, earnings volatility, risk management practices, the status of ongoing legal, regulatory, or other governmental processes or proceedings or significant contract negotiations, or other pertinent factors that impact ongoing operations. As part of this process, the RFP Administrator may request additional financial information from respondents (or their parent organizations).

## **5.3. Contract Analysis**

During contract negotiations the RFP Administrator and NBU will evaluate the appropriateness of the transaction terms and conditions in meeting the needs of NBU. The RFP Administrator will consist of a multi-disciplinary team and will support NBU to make the final assessment of the reasonableness and appropriateness of the proposed terms and conditions. The RFP Administrator has no authority to bind NBU to any agreement.

# **6. Rights and Confidentiality**

## **6.1. Modification or Cancellation of the NBU 2026 RFP for Capacity and Energy**

NBU reserves the right, in its sole judgment and discretion, to modify or cancel the NBU 2026 RFP. In such event, NBU, via the RFP Administrator, will post a notice on the RFP website, and make a reasonable attempt to directly notify all participants who have filed a timely Respondent Registration Form of any such modifications or cancellation. NBU, or the RFP Administrator, shall have no liability or responsibility for failing to notify participants directly.

## **6.2. Confidential Information**

As permitted by Section 552.133 of the Texas Government Code, NBU and the RFP Administrator will treat proposals or portions thereof submitted by respondents as confidential.

NBU will ensure all respondents have access to the same information from NBU and that no respondent will have selective or otherwise preferential access to non-public market sensitive information from NBU through the NBU 2026 RFP. If permitted by Section 552.133

of the Texas Government Code, all publicly posted questions and answers will have any respondent identifying information, and (if applicable) confidential information removed from the public posting.

### **6.3. Approvals**

A respondent whose proposal is selected by NBU will be solely responsible, financially, legally, and otherwise, as applicable, for acquiring and maintaining all necessary creditor and other third-party authorizations and consents necessary or appropriate to effectuate the selected proposal, including all authorizations, permits, licenses, consents, and approvals associated with a selected proposal, as well as compliance with any and all governmental rules and regulations for the construction and operation of the assets or project identified in the proposal. A respondent whose proposal is selected will be solely responsible for obtaining and maintaining financing for its project.

### **6.4. Reservation of Rights**

Based on its sole discretion, NBU reserves the right to determine the propriety of any proposal and may disqualify any respondent based on an incomplete, inaccurate, or noncompliant proposal. NBU reserves the right to reject any or all of the proposals, to waive formalities, and to make an award to an offeror subject to as outlined in this RFP. Any award is contingent upon successful contract negotiations and approval of any resulting contract(s) by the NBU Board of Trustees.

## **7. Statutory Requirements and Disclaimers**

### **7.1. Conflict of Interest Disclosure**

Chapter 176 of the Texas Local Government Code requires that any respondent or person considering doing business with a local government entity must disclose in the conflict of interest questionnaire form (the "Form CIQ") the respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. A respondent must complete and file the Form CIQ within the timeframe specified in Section 176.006 of the Texas Local Government Code. The Form CIQ, a sample of which is attached as Exhibit B, must also be submitted with all responses.

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

IF ANY POTENTIAL RESPONDENTS HAVE ANY QUESTIONS ABOUT COMPLIANCE, SUCH RESPONDENTS SHOULD CONSULT THEIR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT.

### **7.2. Certificate of Interested Parties**

Pursuant to Section 2252.908 of the Texas Government Code, a private business entity cannot enter into certain contracts with NBU unless the business entity completes Form 1295 “Certificate of Interested Parties.” Form 1295, a sample of which is attached as Exhibit C, must be submitted with your proposal.

For more information, please visit the State of Texas Ethics Commission website at the following links:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm); and

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php).

IF ANY POTENTIAL RESPONDENTS HAVE ANY QUESTIONS ABOUT COMPLIANCE, SUCH RESPONDENTS SHOULD CONSULT THEIR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT.

### **7.3. Statement of Statutory Compliance**

All offerors submitting a proposal in response to this RFP must include with the proposal verified statements, attached as Exhibit D, in connection with (i) Chapter 2271 of the Texas Government Code, as amended, relating to the prohibition on contracts with companies boycotting Israel; (ii) Chapter 2276 of the Texas Government Code, as amended, relating to the prohibition on contracts with companies boycotting certain energy companies; and (iii) Chapter 2274 of the Texas Government Code, as amended, relating to the prohibition on contracts with companies that discriminate against firearm and ammunition industries. Failure to comply with this requirement is grounds for disqualification.





**EXHIBIT D: VERIFICATION FORMS**

**ISRAEL VERIFICATION FORM**

**\*\*COMPLETE EITHER OPTION 1 OR OPTION 2\*\***

**OPTION 1**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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**EXCLUSION FROM CHAPTER 2271 OF THE TEXAS GOVERNMENT CODE**

**OPTION 2**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2271 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees;
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- will be between two governmental entities; or
- will be between a governmental entity and a sole proprietor.

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Please check exceptions, if any, that apply to the potential contract between New Braunfels Utilities and the Company.

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Date

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Signature

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**PROHIBITION OF ENERGY COMPANY BOYCOTT**

**VERIFICATION FORM**

**\*\*COMPLETE EITHER OPTION 1 OR OPTION 2\*\***

**OPTION 1**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2276 of the Texas Government Code, as amended:

1. does not boycott energy companies currently; and
2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2276 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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**EXCLUSION FROM CHAPTER 2276 OF THE TEXAS GOVERNMENT CODE**

**OPTION 2**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2276 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees;
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- will be between two governmental entities; or
- will be between a governmental entity and a sole proprietor.

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Date

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Signature

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**FIREARM VERIFICATION FORM**

**\*\*COMPLETE EITHER OPTION 1 OR OPTION 2\*\***

**OPTION 1**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_  
(the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
4. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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**EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE**

**OPTION 2**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company")  
do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract  
in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees;
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- will be between two governmental entities; or
- will be between a governmental entity and a sole proprietor.

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Please check exceptions, if any, that apply to the potential contract between New Braunfels Utilities and the Company.

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Date

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Signature