

**The Electric Utility Board of
Lubbock Power & Light Agenda
April 21, 2026
11:00 a.m.**

Edwin "Butch" Davis, P.E, Chair
Eddie Schulz, Vice Chair
Gwen Stafford, Secretary
Dr. Solomon Fields
Dr. Gonzalo Ramirez
Dr. Craig Rhyne
Rhea Hill
Mike Stevens
Thomas Parker
Mark McBrayer, Ex-Officio



Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel

Lubbock Power & Light

www.lpandl.com

CITIZENS TOWER

1314 Ave K

Lubbock, Texas 79401

OPEN SESSION:

City Council Chambers

EXECUTIVE SESSION:

Citizens Tower

Council Workroom 101A

1. Call to Order.
2. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - a. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting, prior to the beginning of the meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the time designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.
3. The Electric Utility Board may make any comments related to board member activities, events, community engagement, or current or future agenda items.

Executive Session

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, §552.133, and §552.1331 to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
 - (ii) Discussion of risk management, contracts, and strategies, customer billing, and usage information, system load characteristics, and ERCOT power analyses and strategies;
 - (iii) Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
 - (iv) info collected as part of an advanced metering system for usage, services, and billing, including amounts billed or collected for utility usage

5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 - (i) legal advice regarding issues herein listed on the agenda;
 - (ii) legal advice and counsel regarding contemplated litigation matters;
 - (iii) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. 5:25-CV-055-H, proceeding in the U.S. District Court of the Northern District of Texas, Lubbock Division.
 - (v) *Ajay Mitchell v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2025-CV-1728, proceeding in the 72nd District Court of Lubbock County, Texas.
 - (vi) *Oncor Electric Delivery Company, LLC v. City of Lubbock and Lubbock Power and Light*, Cause No. DD-1-GN-26-000237, proceeding in the 98th District Court of Austin County, Texas.
 - (vii) *Maria Jesus Tucker v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2026-CV-0096, proceeding in the 99th District Court of Lubbock County, Texas.

6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment and/or reappointment of a public officer or employee (Electric Utility Board).
7. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer, and General Counsel).

11:30 a.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 11:30 a.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.

Open Session

8. Approve the minutes from the Regular Electric Utility Board meeting held on March 17, 2026.
9. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, association matters, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.
10. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, customer metering, tariff and billing, service and administrative issues, and risk management information including rates.
11. Presentation and discussion of Smart Meter Texas functionality, including how it provides customers and REPs with access to near real-time usage data and supports improved bill transparency, reduced inquiries, and overall customer experience.
12. Consider a resolution authorizing the Chief Administrative Officer or his designee to allow the Public Utility Commission of Texas to designate a Provider of Last Resort (POLR) for LP&L service territory.

13. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute Master Service Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and NovaSync LLC of Provo, Utah, Request for Proposal (RFP) 7102-26-ELD - LP&L Governance, Risk, and Compliance (GRC) Management Software Solution. This agreement for \$675,000.00 will be for a term of 5 years with the option to extend an additional two (2) one-year extensions of time so long as the amount of the consideration payable hereunder does not increase is for a turnkey, Governance, Risk, and Compliance (GRC) management software solution system to support compliance with NERC reliability standards, ERCOT Nodal Protocols/Nodal Operating Guides, and Texas PUCT rules. This system will centralize and automate compliance activities, documentation, evidence management, and audit processes for LP&L.

Consent

14. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and SHI Government Solutions of Austin, Texas, The Texas Department of Information Resources (DIR) contract DIR-CPO-5792, This DIR quote for \$457,062.35, will be for Dell PowerEdge servers, Dell PowerStore storage, and associated infrastructure in support of LP&L's Operations Systems Upgrade.
15. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Enterprise Security Solutions of Texas, Inc. of Justin, The Interlocal Purchasing System (TIPS) contract 24020301. This TIPS quote for \$127,071.25, will be for Coop substation security system which includes video surveillance systems, integrated access control, and supporting network infrastructure.
16. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Contract to Edko, LLC, of Lubbock, Texas, Request for Proposal (RFP) 7121-26-ELD, LP&L Vegetation Management Services - Annual Pricing for an estimated annual cost of \$37,026.00. Edko will also be providing right of way access vegetation management services at a rate of \$65 per hour. Contractor will provide vegetation management services for LP&L's substations, training yard and Municipal Hill location which includes, mowing, weed-eating and herbicide spraying.
17. Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Contract to A-Line T.D.S., of Tonkawa, Oklahoma, Request for Proposal (RFP) 7120-26-ELD, LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services - Annual Pricing. Contractor will purchase used oil filled Non-PCB electrical equipment (including, but not limited to, transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches). A-line will also provide Substation Decommissioning Services to include onsite dismantling which will be priced as needed to include credit costs of used equipment.

**The Electric Utility Board of
Lubbock Power & Light Minutes
March 17, 2026
11:00 a.m.**

Edwin "Butch" Davis, P.E., Chair
Eddie Schulz, Vice Chair
Gwen Stafford, Secretary
Dr. Solomon Fields
Dr. Gonzalo Ramirez
Dr. Craig Rhyne
Rhea Hill
Mike Stevens
Thomas Parker
Mark McBrayer, Ex-Officio



Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel

Lubbock Power & Light

www.lpandl.com

Lubbock National Bank
12103 Quaker Ave
Lubbock, TX 79424

OPEN SESSION:
Small Conference Room

EXECUTIVE SESSION:
Large Conference Room

EUB

Gwen Stafford
Eddie Schulz
Dr. Solomon Fields
Dr. Craig Rhyne
Dr. Gonzalo Ramirez
Rhea Hill
Thomas Parker

City Staff

Jarrett Atkinson

City Council

Mayor Mark McBrayer
Tim Collins

LP&L Staff

Joel Ivy
Keli Swan
Clint Gardner
Beatrice Duenez
Blair McGinnis
Kacey Johnson
Tina Cooper
Felix Orta
Harvey Hall
Matt Rose
Kody Morris
Rachel Hendrix
Felix Orta
Tamara Randles
Cody Kirk
Daniel Garcia
Renee Treat

1. Call to Order.

Board Vice Chair Eddie Schulz called the meeting to order at 11:00 a.m.

2. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - a. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting, prior to the beginning of the meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the time designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No members of the public signed up to speak.

3. The Electric Utility Board may make any comments related to board member activities, events, community engagement, or current or future agenda items.

No comments made.

Executive Session

The Board recessed into executive session at 11:03 a.m.

Board member Dr. Craig Rhyne arrived at 11:10 a.m.

Board member Dr. Gonzalo Ramirez arrived at 11:13 a.m.

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, §552.133, and §552.1331 to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
 - (ii) Discussion of risk management, contracts, and strategies, customer billing, and usage information, system load characteristics, and ERCOT power analyses and strategies;

- (iii) Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
 - (iv) info collected as part of an advanced metering system for usage, services, and billing, including amounts billed or collected for utility usage
5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
- (i) legal advice regarding issues herein listed on the agenda;
 - (ii) legal advice and counsel regarding contemplated litigation matters;
 - (iii) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (iv) *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. 5:25-CV-055-H, proceeding in the U.S. District Court of the Northern District of Texas, Lubbock Division.
 - (v) *Ajay Mitchell v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2025-CV-1728, proceeding in the 72nd District Court of Lubbock County, Texas.
 - (vi) *Oncor Electric Delivery Company, LLC v. City of Lubbock and Lubbock Power and Light*, Cause No. DD-1-GN-26-000237, proceeding in the 98th District Court of Austin County, Texas.
 - (vii) *Maria Jesus Tucker v. City of Lubbock and Lubbock Power and Light*, Cause No. DC-2026-CV-0096, proceeding in the 99th District Court of Lubbock County, Texas.

Open Session

The Board reconvened in open session at 11:34 a.m.

6. Approve the minutes from the Regular Electric Utility Board meeting held on February 17, 2026 and the minutes from the Special EUB Meeting held on February 9, 2026.

Board Secretary Gwen Stafford made a motion to pass the minutes as presented, which was seconded by Dr. Solomon Fields. The Board approved the minutes by a vote of 7-0.

7. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, association matters, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.

LP&L Chief Administrative Officer Joel Ivy presented the Board with work staffing updates, including new executive team roles. He introduced Renee Treat’s new title as Chief Performance Officer and Tina Cooper as the new Chief Compliance Officer. Mr. Ivy presented an updated employee work flow chart with the additional changes. He also advised the Board of the Linemen Breakfast to be held on April 16, 2026 at the Ag Museum.

8. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, customer metering, tariff and billing, service and administrative issues, and risk management information including rates.

Director of Finance Kacey Johnson presented LP&L’s January financial statements.

9. Consider a budget amendment, amending the FY 2025-26 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas. To create establish Capital Improvement Project #92955 – Feeder Optimization and transfer \$1,700,000.00 from Fund 211 - Electric Operations to Fund 214 - Electric Capital. Additionally, increase Miscellaneous revenue in Fund 211 – Electric Operations by \$1,700,000.00 to reflect the subrogation revenue received from Insurance.

Chief Financial Officer Harvey Hall presented a Budget Resolution to establish new Capital Project. A motion to approve was made by Board members Dr. Fields and seconded by Dr. Rhyne. The motion passed by vote 7-0.

10. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Aeparmia Engineering, PLLC, for 1) Wireline and Wireless Pole Attachments Program Management, 2) LP&L Fiber Design and Engineering Services, 3) LP&L Telecommunications Network Engineering Services with Aeparmia Engineering, PLLC. This will be a 3-year agreement with a not-to-exceed of 2.5 Million Dollars (\$2,500,000.00).

Chief Operating Officer Blair McGinnis presented the Board with this item and discussion. A motion to approve was made by Mrs. Stafford and seconded by Dr. Fields. The motion passed by a vote of 7-0.

Consent

Vice Chair Schulz asked for a motion to approve items 11-19 on the consent agenda.

Dr. Ramirez made a motion that was seconded by Mr. Parker and was passed by a vote of 7-0 to approve consent items.

11. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Sixth Amendment to Professional Services Agreement (PSA) dated November 30, 2016, by and between the City of Lubbock, acting by and through LP&L, and KUBRA Data Transfer, Ltd. (KUBRA) to enable the Chief Administrative Officer to approve changes to the scope of work, so long as the Not-to-Exceed amount or term of the Agreement do not change. This Sixth Amendment does not change the Not-to-Exceed amount nor term of the agreement.
12. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a Settlement Agreement and Release of all Claims by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Tony Fullen regarding claims alleged in *Tony Fullen v. City of Lubbock and Lubbock Power and Light*, Cause No. 5:25-CV-055-H, proceeding in the U.S. District Court of the Northern District of Texas, Lubbock Division.
13. Consider a resolution authorizing the Chief Administrative Officer or his designee to execute that certain Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Electric Power Engineers, Inc., regarding professional services, including transmission studies, planning and modeling, and engineering support services directed from time to time. This agreement is for a term of two (2) years with a not to exceed of Nine hundred and twenty thousand dollars (\$920,000.00).
14. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and SHI Government Solutions of Austin, Texas, OMNIA Partners Cooperative Contract 2024056-02. This Omnia quote for \$138,715.80, will be for Fox Guard Cyber Security Software for a term of 3 years for LP&L's Operations Center.
15. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light and All-Around Access LLC of Fort Lauderdale, Florida, for \$198,662.00 with a delivery 210 days, Invitation to Bid (ITB) 7119-26-ELD – LP&L Telescoping Handler. This bid is for a Telescoping Handler that will assist in the transport and installation of transformer bushings, PTs/CTs, circuit breakers, and battery banks, lift and stage structures, panels, and

cabinets within low clearance areas, and aid in maintenance and equipment change outs as approved in the FY 2025-26 Capital Program budget.

16. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light and MVA Power Inc. of Montreal, Quebec, Canada for \$401,935.92 with delivery by October 21, 2026, Request for Proposal (RFP) 7115-26-ELD - LP&L Erskine Substation Steel Structures. These steel structures are for Erskine's substation capacity upgrade project
17. Consider a resolution authorizing the Purchasing Manager, or his designee, to reject all proposals for Request for Proposal (RFP) 7112-26-ELD - LP&L 50 MVA Transformers for Collier Substation.
18. Consider a resolution authorizing the Electric Utility Board to execute a resolution raising the competitive bidding threshold for local governments from \$50,000 to \$100,000 under Lubbock Power & Light Purchasing Procedures. This aligns with legislative changes under Texas Senate Bill 1173, which raised the competitive bidding threshold for local governments.
19. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Second Amendment to the Pipeline Service and Maintenance Agreement by and between the City of Lubbock, acting by and through LP&L, and EverLine Compliance, LLC. The Amendment is to extend the term by two years to account for increased need to services. This Amendment does not change the Not-to-Exceed value of \$350,000.00.
20. Adjourn.

Mr. Davis adjourned the meeting at 12:03 p.m.

Prepared by:

Approved by:

Gwen Stafford, Secretary

Butch Davis, Chair



Lubbock Power & Light

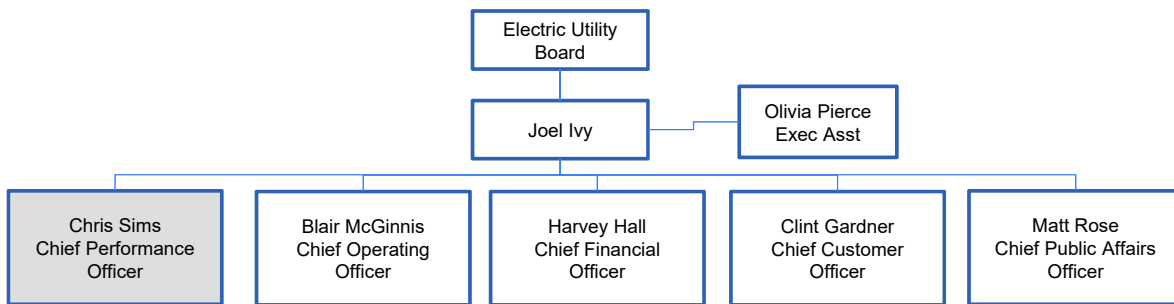
KEEPING LUBBOCK PLUGGED IN

Agenda Item #9/ Chief Administrative Officer Update

3/17/26

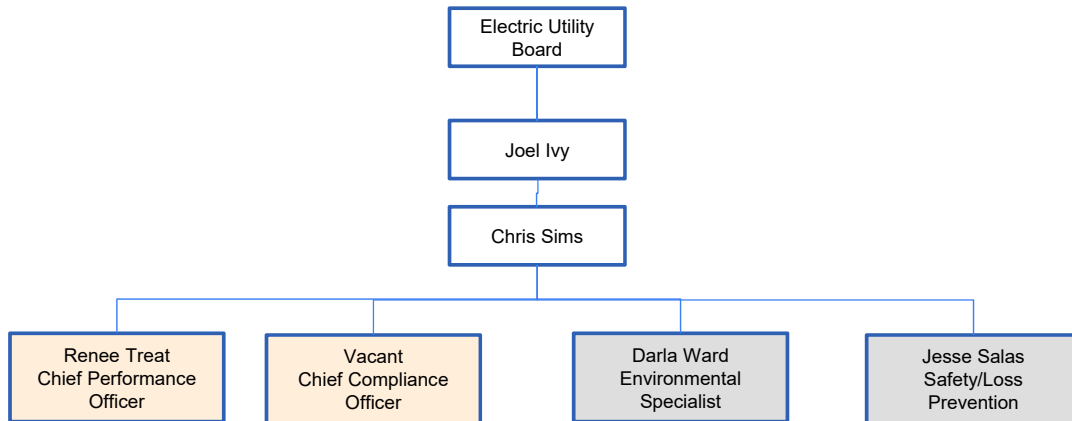


LP&L High Level Organization Before Chris' Departure

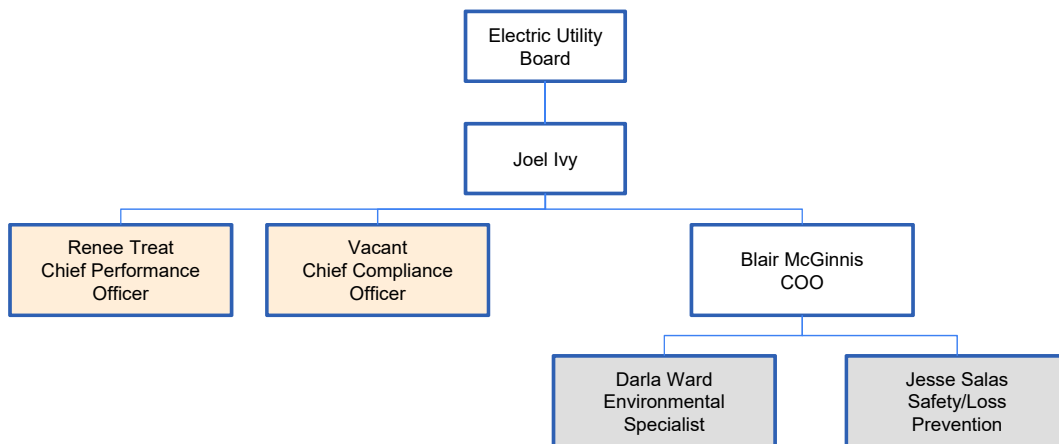




Performance Improvement Before Chris' Departure

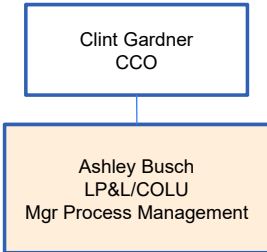


Performance Improvement Going Forward





Other Promotions Manager/Supervisors



Cody Kirk – Operations Manager

- Israel Garcia
Transm Ops Supv
- Francisco Manzanares
Asst Transm Ops Supv

Kody Morris – T&D Manager

- Josh Alexander
Underground Supv



Coming Soon!!



July 22, 2025



Questions?



KEEPING LUBBOCK PLUGGED IN

Agenda Item #8/January Financial Presentation

3/17/26

Balance Sheet and Cash Flows– January (Pages 55-56 and 58)

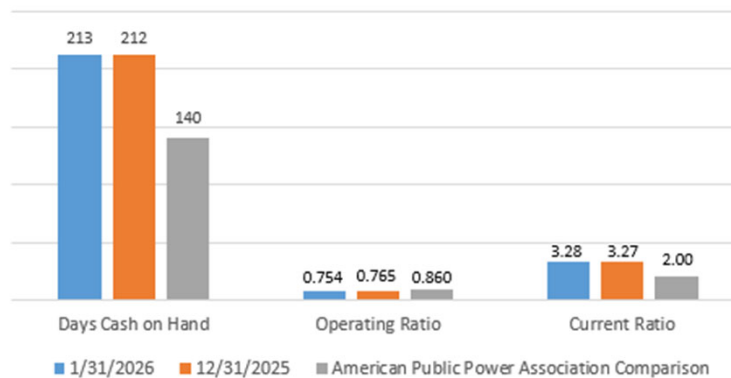
	January 2026	December 2025	Variance	January 2026	January FYTD
ASSETS					
Current assets:					
Pooled cash and cash equivalents	\$ 104,554,348	\$ 103,867,324	\$ 687,024	\$ 12,504,438	\$ 53,289,302
Receivables-MTM	24,369,284	24,186,104	183,180	(7,093,094)	(21,523,524)
Interest Receivable	-	-	-	(2,083,519)	(9,005,162)
Other Current Assets	4,126,268	4,140,142	(13,874)	(1,372,684)	(5,696,027)
Total current assets	133,049,900	132,193,570	856,330	1,955,141	17,064,590
Noncurrent assets:					
Total capital assets	633,589,807	634,187,786	(597,979)		
Total noncurrent assets	679,662,071	680,049,830	(387,759)		
Total Assets	\$ 812,711,971	\$ 812,243,400	\$ 468,571		
LIABILITIES					
Current liabilities:					
Accounts payable	\$ 6,514,965	\$ 8,420,894	(1,905,929)		
Accrued interest payable	5,854,407	4,199,198	1,655,209		
Other Liabilities	8,011,230	8,118,051	(106,821)		
Bonds payable	20,135,000	20,135,000	-		
Total current liabilities	40,515,601	40,873,143	(357,542)		
Noncurrent liabilities:					
Total noncurrent liabilities	519,849,278	519,849,278	-		
Total Liabilities	\$ 560,364,879	\$ 560,722,421	\$ (357,542)		
Total Net Position	\$ 252,172,694	\$ 251,346,581	\$ 826,113		
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers				\$ 12,504,438	\$ 53,289,302
Payments to suppliers				(7,093,094)	(21,523,524)
Payments to employees				(2,083,519)	(9,005,162)
Other receipts (payments)				(1,372,684)	(5,696,027)
Net cash provided (used) by operating activities				1,955,141	17,064,590
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES					
Net cash provided (used) by noncapital and related financing activities				(170,455)	(681,821)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Net cash provided (used) for capital and related financing activities				(1,385,065)	(17,255,874)
CASH FLOWS FROM INVESTING ACTIVITIES					
Net cash provided (used) by investing activities				287,403	1,856,682
Net increase (decrease) in cash and cash equivalents				687,024	983,577
Cash and cash equivalents - beginning of period				103,867,324	103,570,770
Cash and cash equivalents - end of period				104,554,348	104,554,348

Agenda Item #8/January Financial Presentation



Financial Ratios- January (Page 42)

Financial Ratios



Agenda Item #8/January Financial Presentation



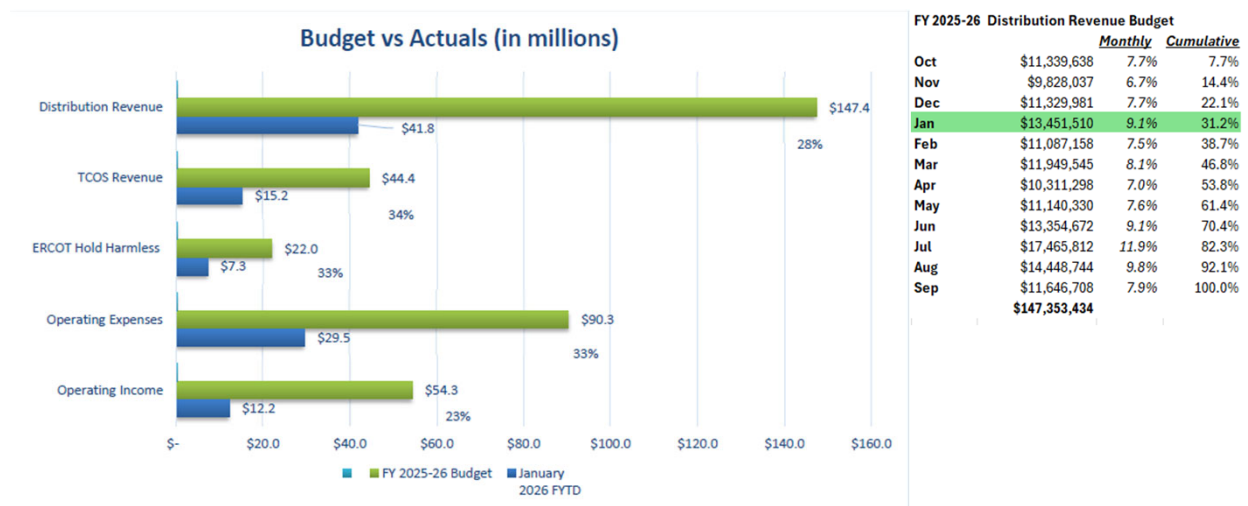
Income Statement– January (Page 57)

	January 2026	January 2026 Budget	January 2026 FYTD	FY 2025-26 Budget
OPERATING REVENUES				
Distribution Revenue	\$ 10,708,249	\$ 13,451,510	\$ 41,771,778	\$ 147,353,434
TCOS Revenue	3,804,629	3,703,072	15,218,517	44,436,858
ERCOT Hold Harmless	(1,819,936)	(1,833,333)	(7,280,523)	(22,000,000)
Provision for bad debts	(5,324)	-	(892)	-
Total Operating Revenues	12,687,617	15,321,248	49,708,881	169,790,292
OPERATING EXPENSES				
Operating Expenses	7,177,737	7,522,621	29,541,110	90,271,453
Depreciation and amortization	1,983,043	2,100,000	7,932,245	25,200,000
Total Operating Expenses	9,160,780	9,622,621	37,473,355	115,471,453
Operating income	3,526,838	5,698,627	12,235,526	54,318,839

Agenda Item #8/January Financial Presentation



Budget to Actuals – January (Page 65)



Agenda Item #8/January Financial Presentation





Lubbock Power & Light

Questions?

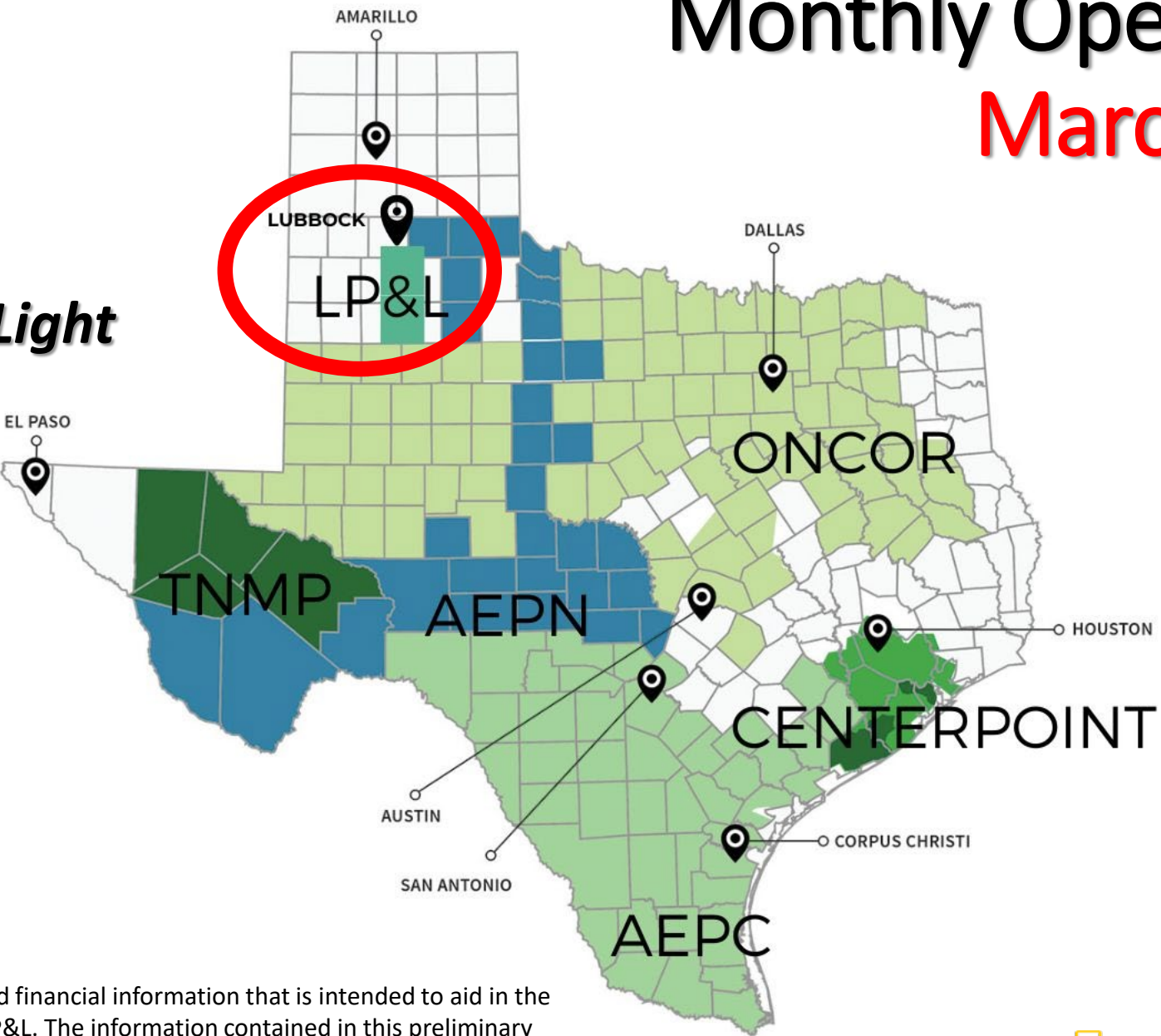


Monthly Operational Report

March 2026



**Lubbock
Power & Light**



This report contains unaudited financial information that is intended to aid in the day-to-day management of LP&L. The information contained in this preliminary report could change materially during the course of the annual financial report.



LP&L's Monthly Operational Report Table of Contents

LP&L's Three Pillars of Success

Safety Performance

Financial Performance Summary

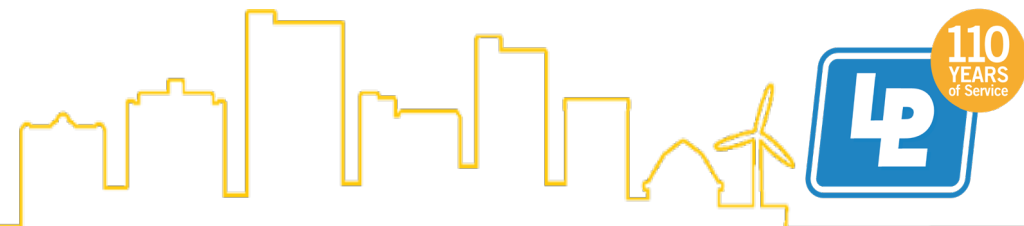
Customer and Sales Summary

Operations and Maintenance Summary

Transmission & Distribution Performance

Customer Service Performance

Public Affairs Summary

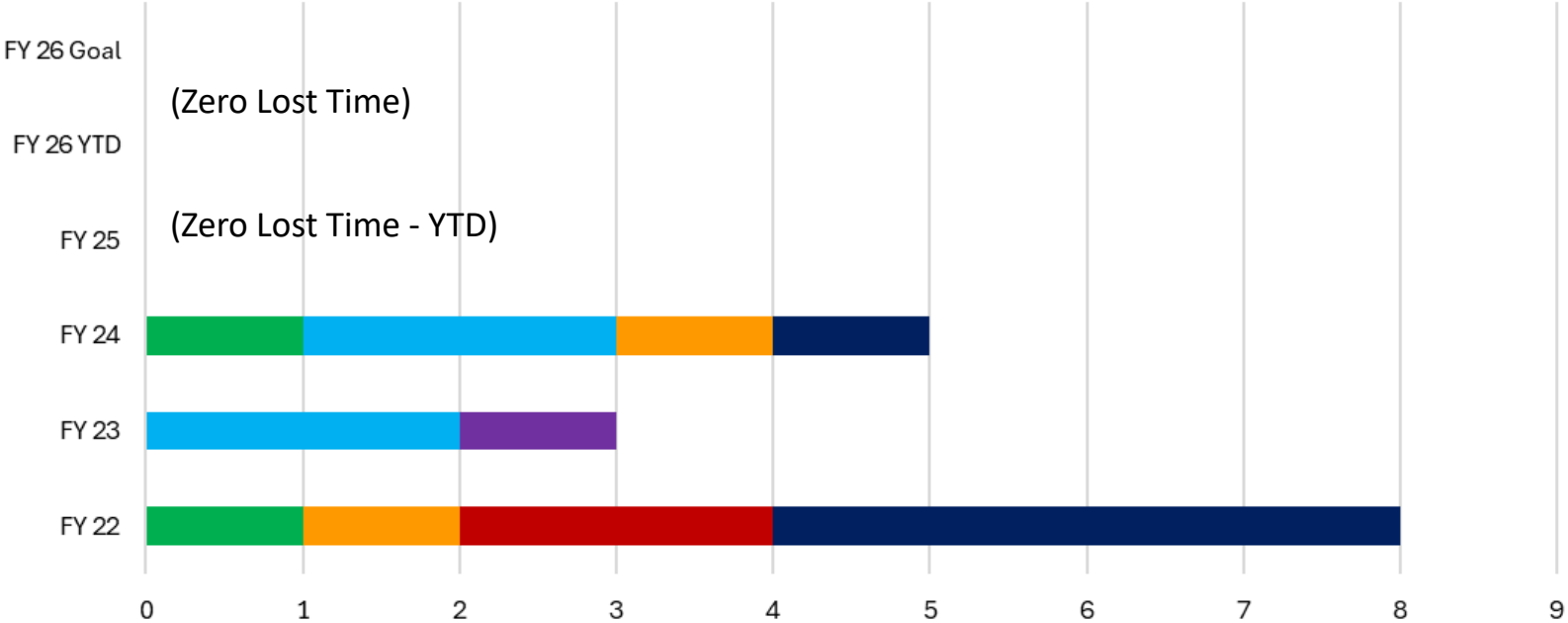


LP&L's Three Pillars of Success Strategic Plan- Summary

Customer Value	• Rates	●
	• Customer Engagement	●
Financial Resiliency	• Days Cash	●
	• Operating Ratio	●
System Modernization	• SAIDI/SAIFI/CAIDI	●
	• Technology Improvements	●
	• Grid Modernization	●

LP&L's Operational Performance - Safety

Lost Time Incidents

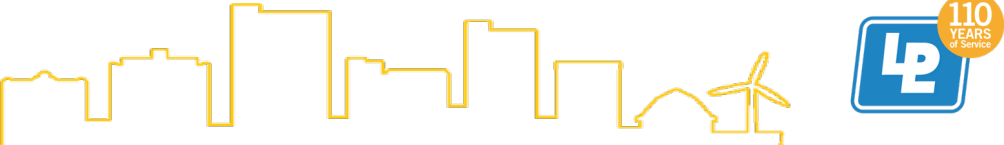


	FY 22	FY 23	FY 24	FY 25	FY 26 YTD	FY 26 Goal
Production	1	0	1	0	0	0
Overhead	0	2	2	0	0	0
Under Ground	1	0	1	0	0	0
St. Lights	2	0	0	0	0	0
Service Dept.	0	1	0	0	0	0
Customer Care / Admin	4	0	1	0	0	0




Culture of Zero

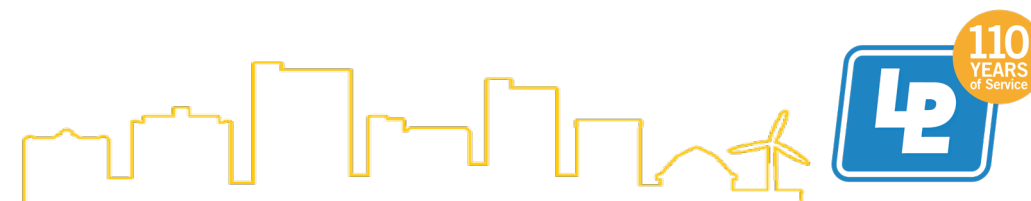
LP&L has adopted a mindset whereby every Accident/incident is preventable.

Our goal for safety centers on 0 (zero) lost time incidents. While this goal seems lofty, we must stay focused on providing a safe and healthy workplace for our employees.



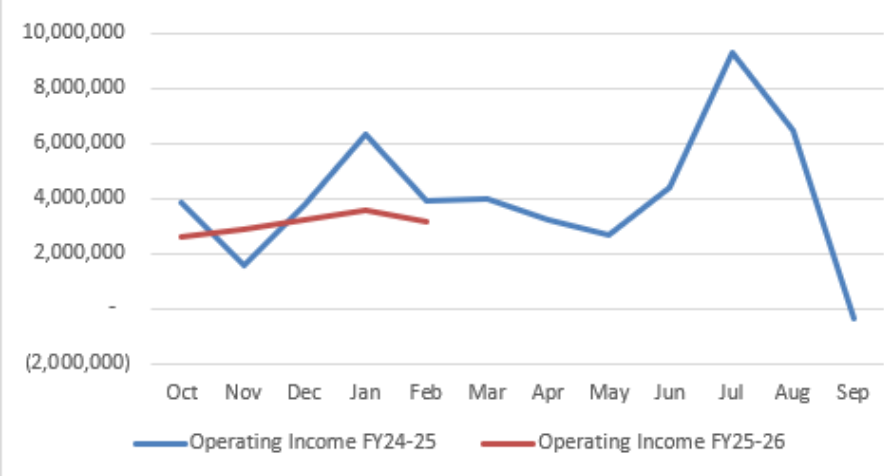
LP&L's Financial Performance Summary: Financial Metrics - February

Financial Metrics				
Effectively measure and maintain financial risk exposure and performance of LP&L for the ongoing health of the utility and protection of ratepayer assets.				
Operating Ratio	Goal	Actual	Status	Operating Ratio = Operating Expense / Operating Revenue
February	0.800	0.754		For every \$1 of Operating Revenue there is \$X.XX in Operating Expense. lower number is better. A
Current Ratio	Goal	Actual	Status	Current Ratio = Current Assets / Current Liabilities
February	2.00	3.36		For every \$1 of Current Assets there is \$X.XX in Current Liabilities Assets. higher number is better. A
Days Cash	Goal	Actual	Status	Days Cash on Hand = Cash & Cash Equivalents / ((Operating Expenses - Depreciation & Amortization)/30 days)
February	140	210		Number of days operating expenses can be covered by current cash on hand. higher number is better.

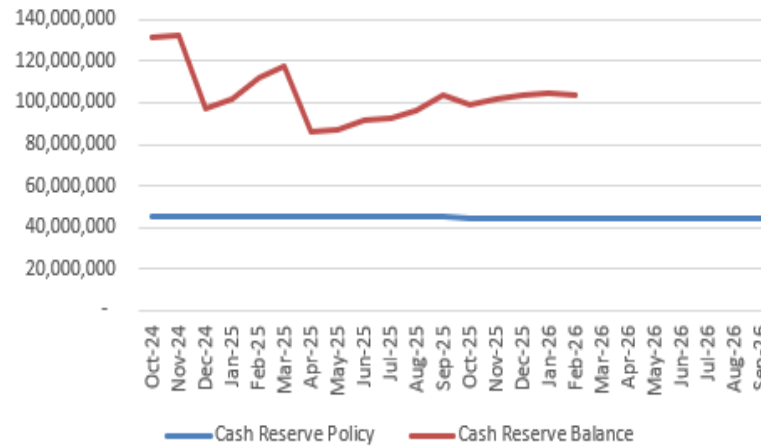


LP&L's Financial Performance Summary

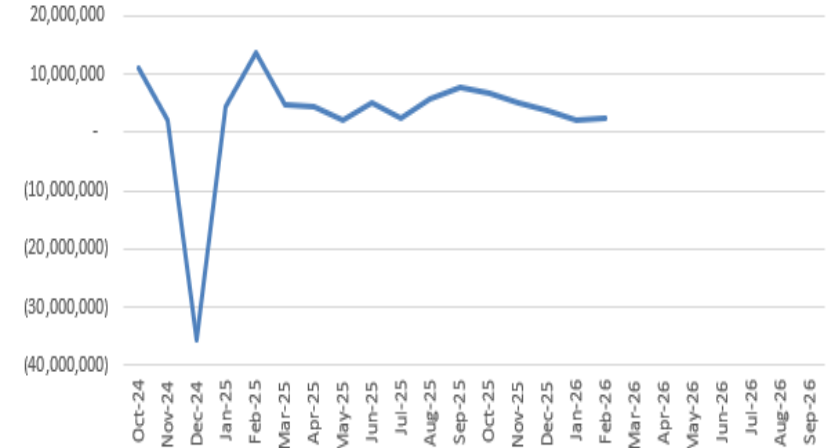
Monthly Operating Income



Cash Reserve Balance

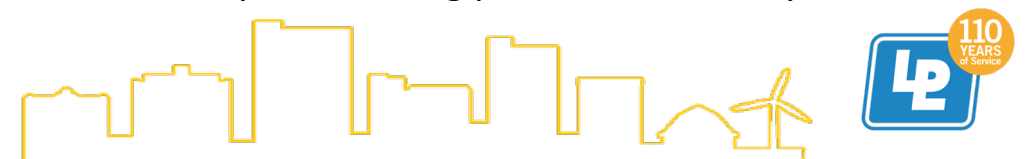


Monthly Operating Cashflow

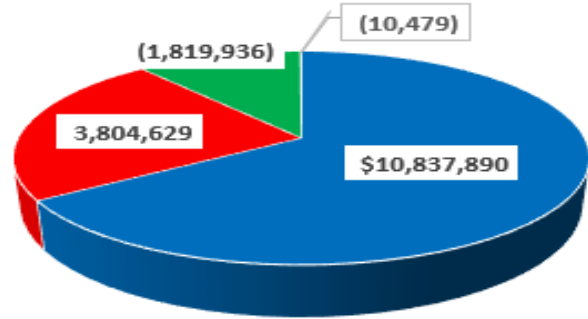


Headlines:

- **Monthly Operating Income**
 - February 26-We have a decrease in operating income over last year due to an increase in expenses in Personal Services, Transmission Costs and Other Charges and Services, revenues remained consistent with last year's numbers
- **Cash Reserve Balance**
 - We see a slight decrease in our cash reserve from last month mainly due to our February debt payment as cash from operations was higher than the previous month
- **Monthly Operating Cash Flow**
 - We see an increase in operating cash flow from last month due to two months of TCOS expenses being paid out in January

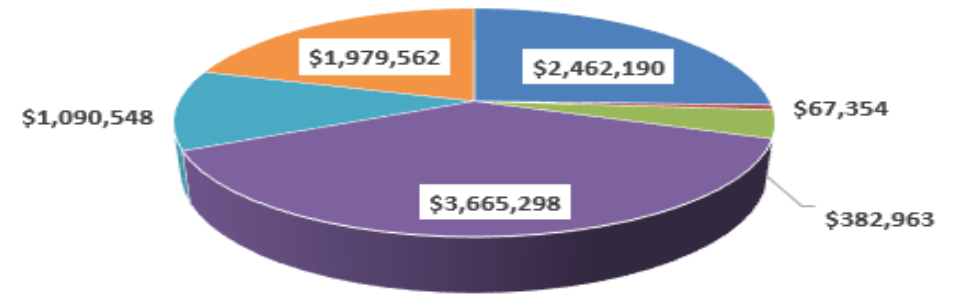


Income Statement- Operating Revenue-\$12,812,103



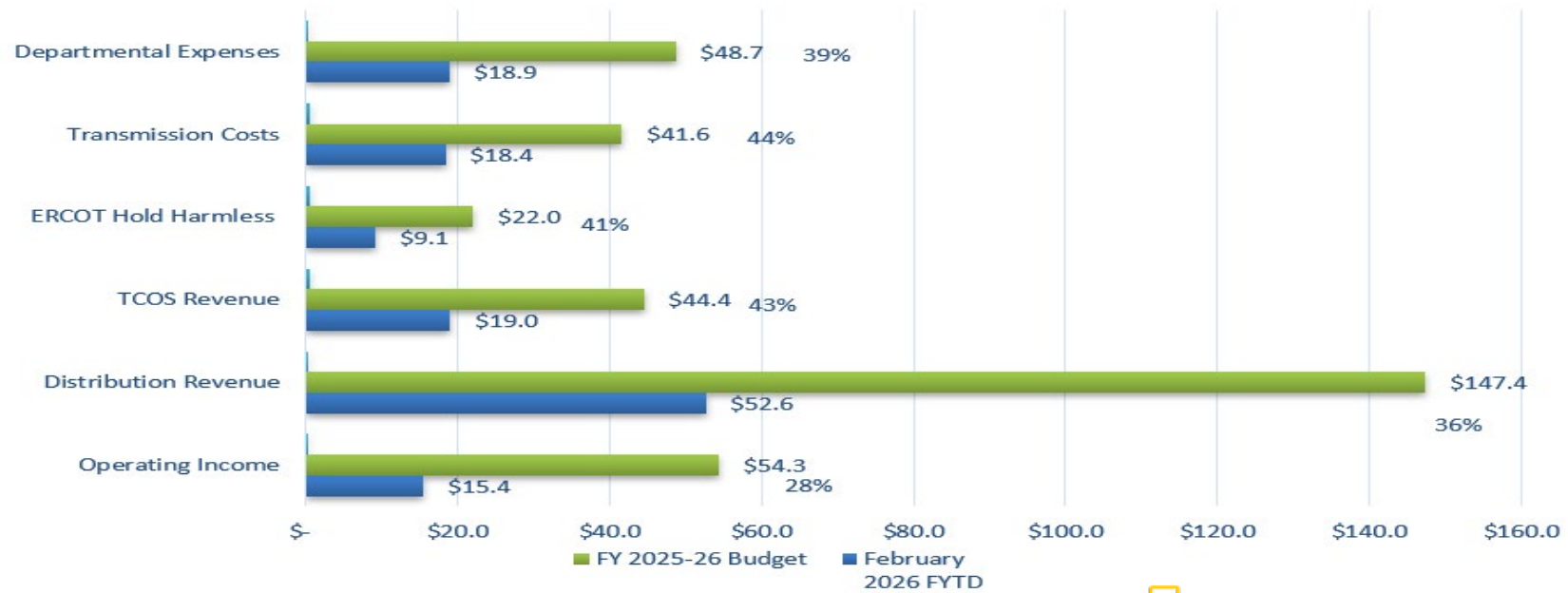
- Distribution Revenue
- TCOS Revenue
- ERCOT Hold Harmless
- Provision for bad debts

Income Statement-Operating Expense-\$9,647,916

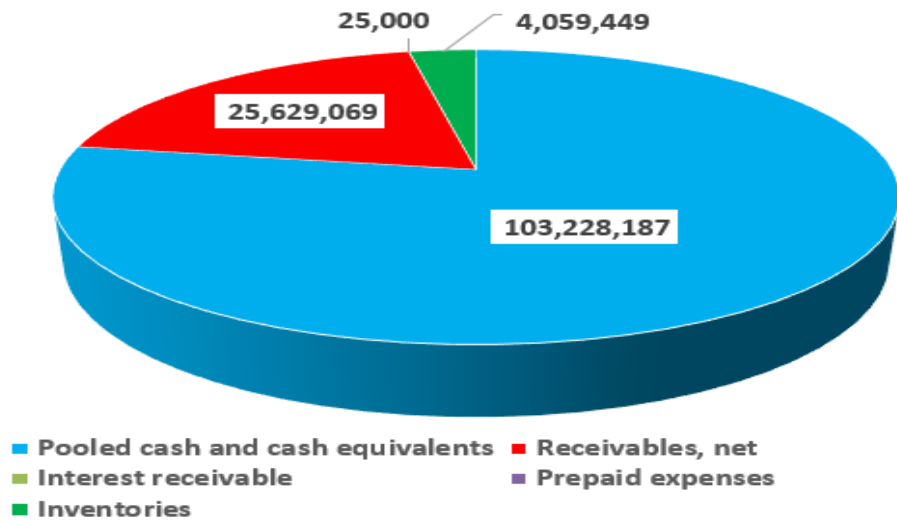


- Personal services
- Maintenance
- Other services and charges
- Supplies
- Transmission Costs
- Depreciation and amortization

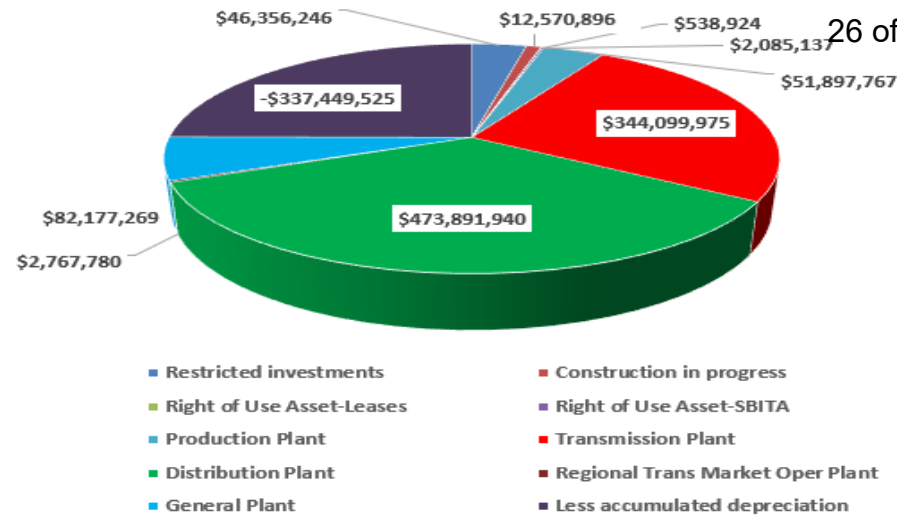
Budget vs Actuals (in millions)



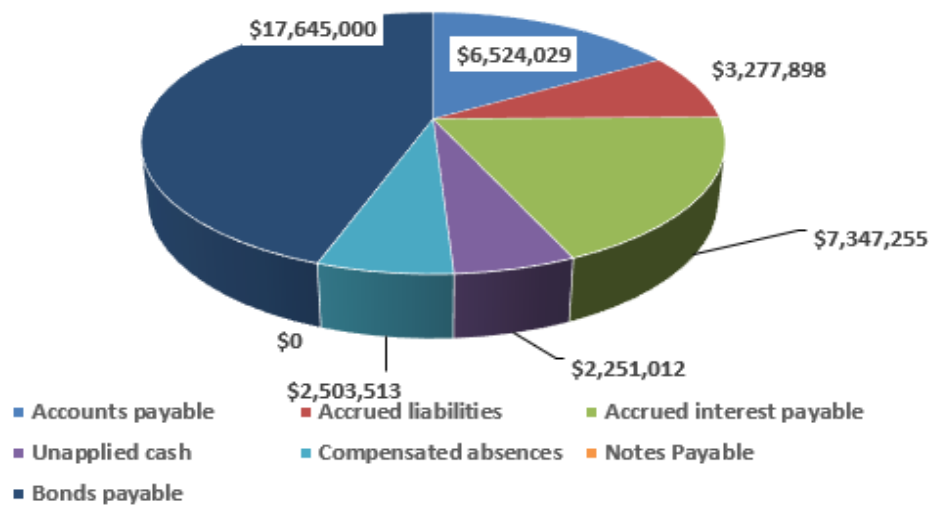
Balance Sheet - Current Assets-\$132,941,706



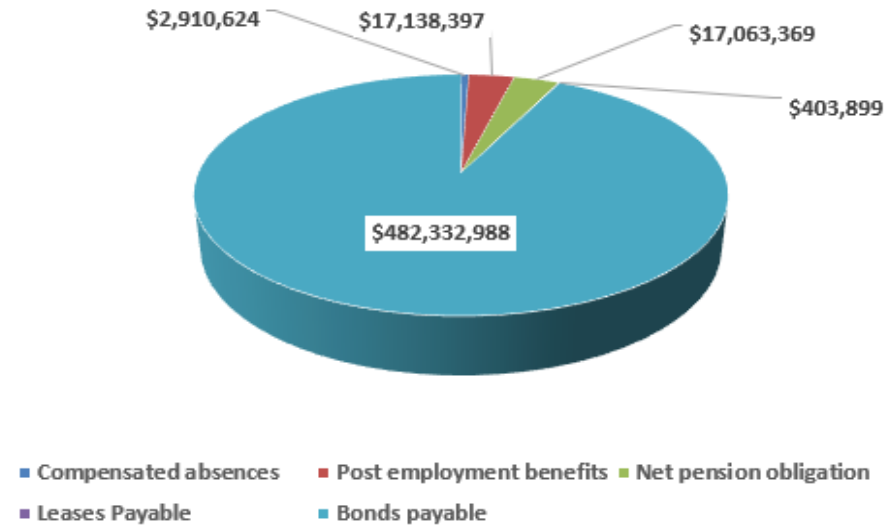
Balance Sheet - Non-Current Assets-\$678,936,408



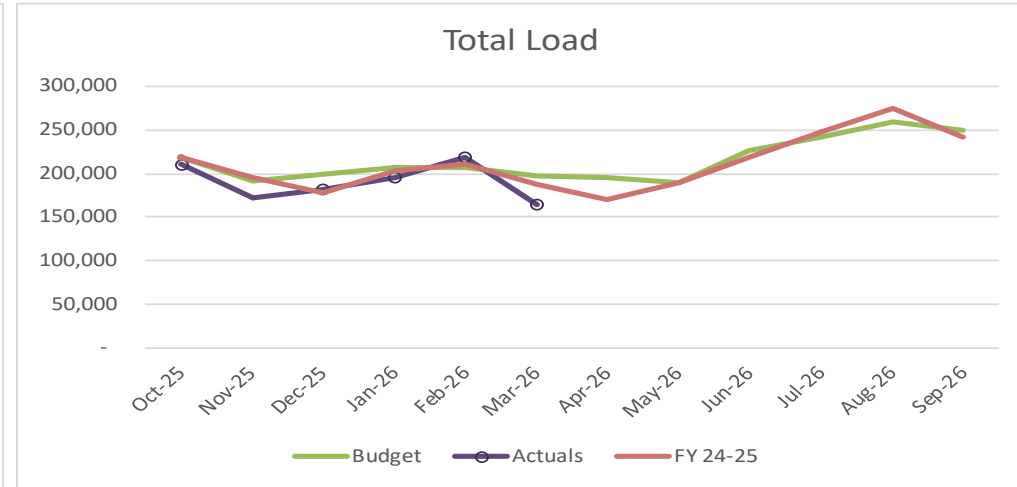
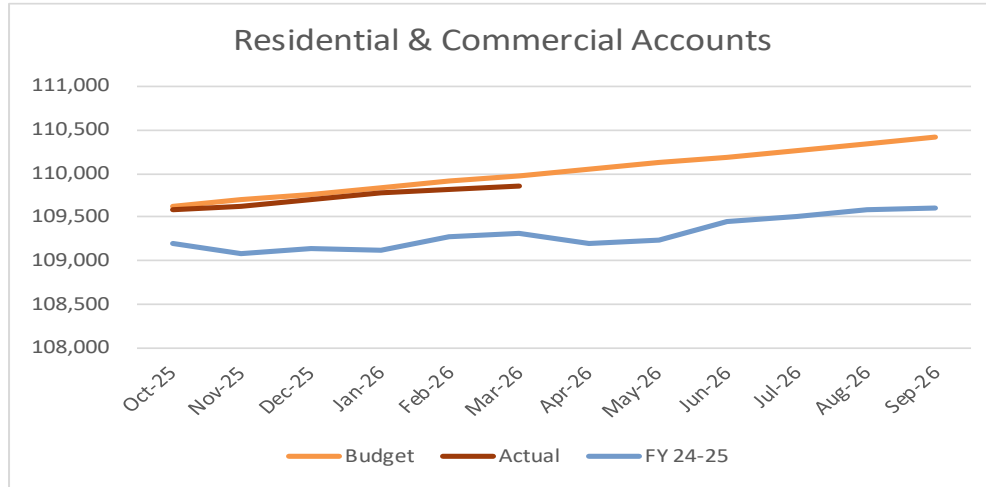
Balance Sheet - Current Liabilities-\$39,548,708



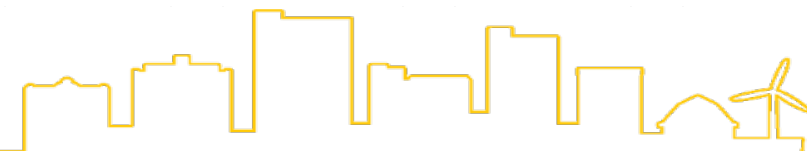
Balance Sheet- Non-Current Liabilities-\$519,849,278



LP&L's Customers and Load Summary - March



	March				Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Total Load(MWh)								
Residential	54,632	76,664	(22,033)	-28.7%	425,478	488,864	(63,385)	-13.0%
Commercial & Industrial	109,380	121,384	(12,003)	-9.9%	715,898	734,328	(18,430)	-2.5%
Total	164,012	198,048	(34,036)	-17.2%	1,141,376	1,223,191	(81,815)	-6.7%
Average Usage (kwh)								
Residential	575	805	(231)	-28.7%	4,481	5,136	(655)	-12.8%
Commercial & Industrial	7,401	8,203	(802)	-9.8%	48,471	49,624	(1,153)	-2.3%
Total	7,975	9,008	(1,033)	-11.5%	52,952	54,760	(1,808)	-3.3%



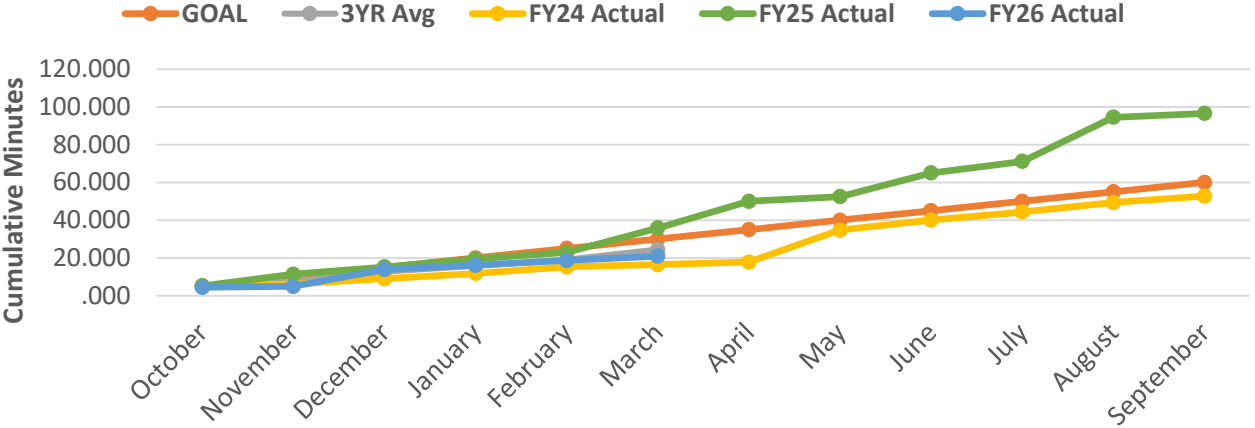
LP&L's T&D Performance: Capital Work – February

Project Type	Appropriation To Date	FY 2025-26 EXPENDITURES & COMMITMENTS				
		Budget	Expenditures & Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
Substation Projects	31,897,000	33,950,000	1,393,240	32,556,760	95.90	4.10
Transmission Projects	31,897,000	31,897,000	1,097,873	30,799,127	96.56	3.44
Distribution Projects	11,468,273	4,406,000	327,848	4,037,874	63.25	36.75
Annual Projects	75,838,916	11,940,000	2,155,391	11,083,838	69.35	30.65
Dispatch/GIS/SCADA	10,517,000	5,000,000	435,191	4,804,771	78.41	21.59
Other	2,251,000	2,141,000	1,179,287	944,001	98.66	1.34
Grand Total	\$ 163,869,189	\$ 89,334,000	\$ 6,588,830	\$ 84,226,371	94.28	5.72

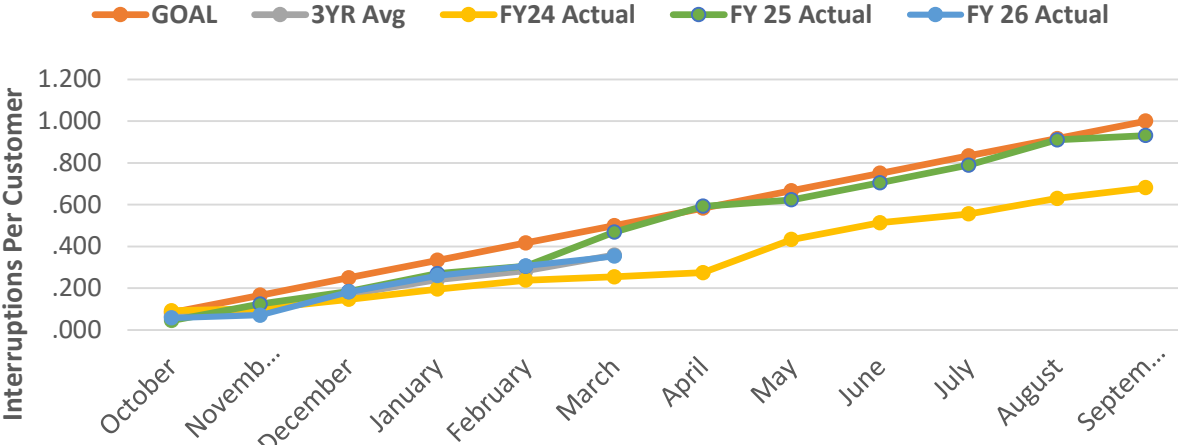


LP&L's T&D Performance: Reliability - March

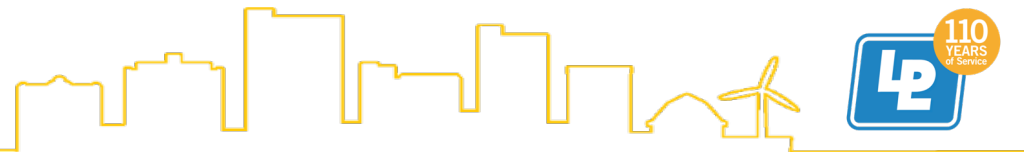
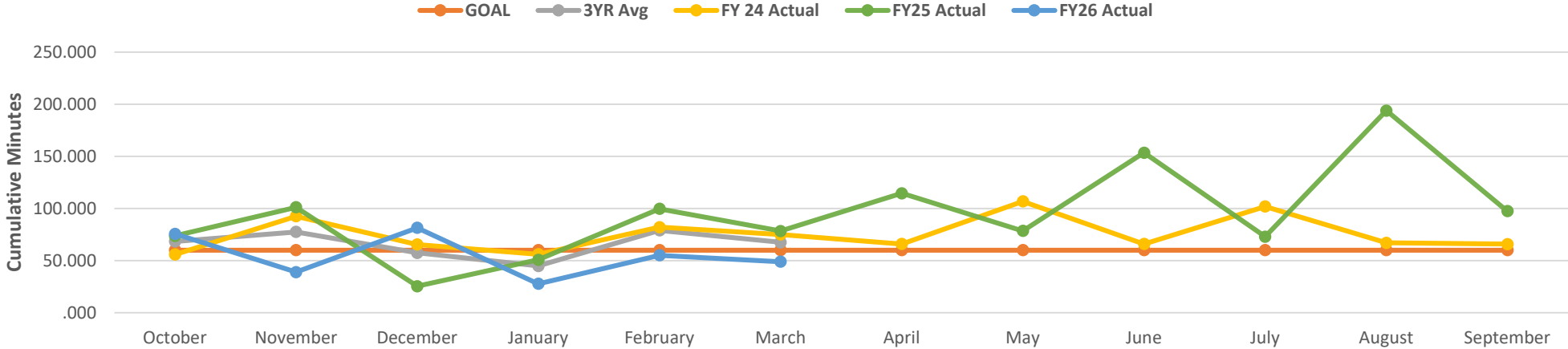
System Average Interruption Duration Index (SAIDI)



System Average Interruption Frequency Index (SAIFI)



Customer Average Interruption Duration Index (CAIDI)



LP&L's Customer Service Performance: Market Operations - March



REPORT DAY:
2026-03-31



INSTALLED
METERS: 111,777



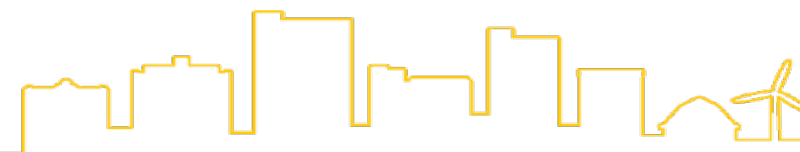
ONE DAY READ
RATE: 99.84



THREE DAY READ
RATE: 99.90

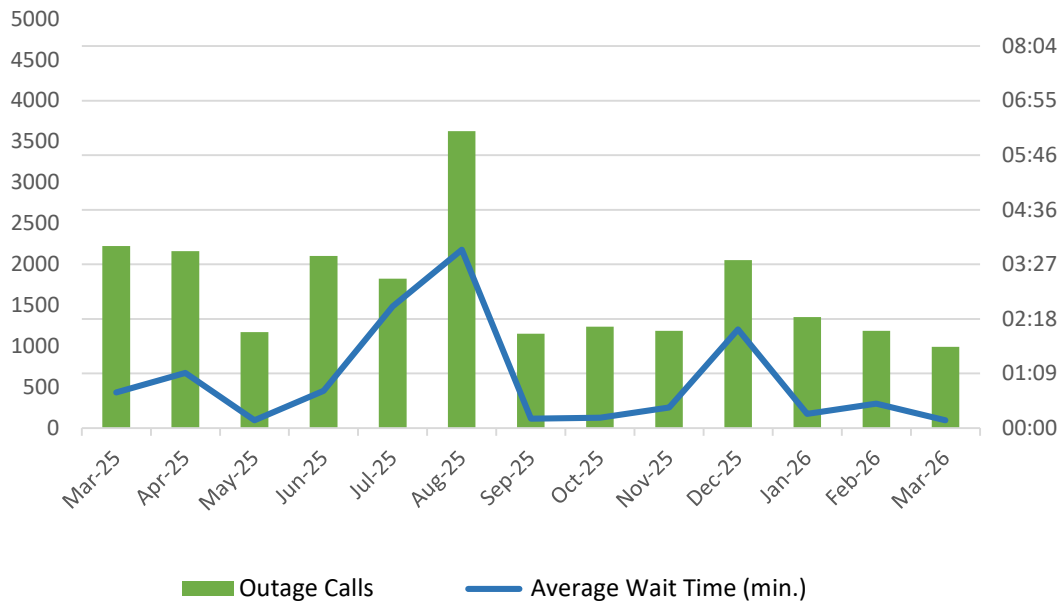
Culture of Zero

LP&L has adopted a mindset whereby Retail Electric Providers can count on us to deliver high value and accurate information. We will center our performance around attaining 0 (zero) REP complaints by systematically eliminating the leading indicators.

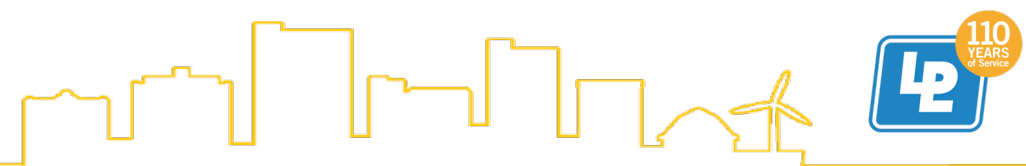
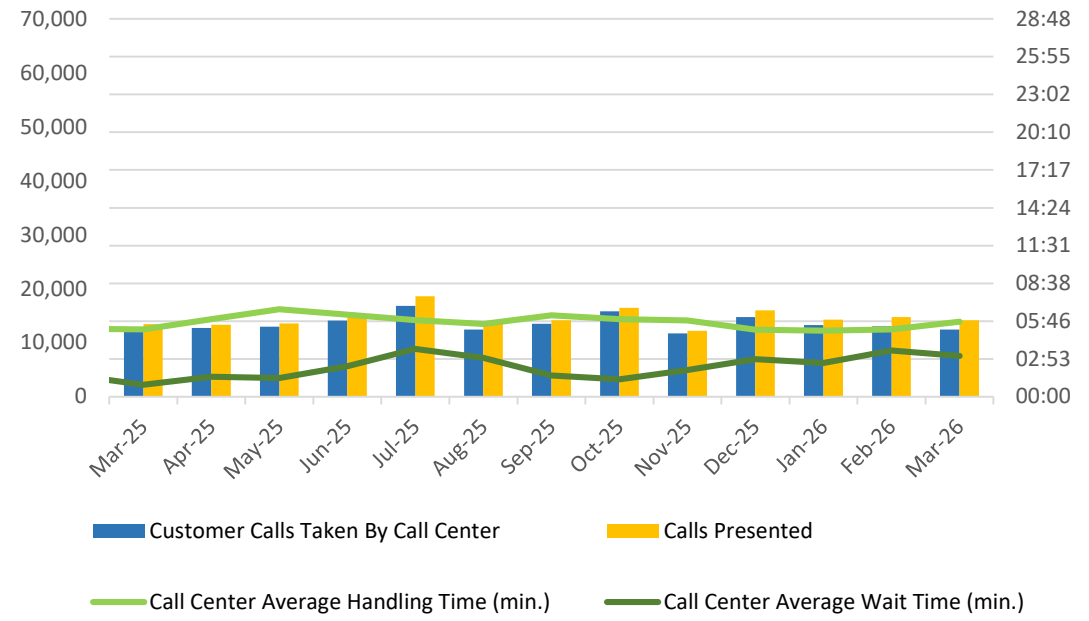


LP&L's Customer Service Performance: Call Activity - March

Outage Calls Activity



Call Center Activity



PUBLIC AFFAIRS UPDATE

State Legislature

- Beginning to see interim charges filed; still waiting for Governor's appointment for final PUC seat

Regulatory

- Closely watching relevant TCOS filings, rulings, and court decisions.
- Working with ERCOT stakeholder groups as they study feasibility of West Loop connection
- Texas Public Power Association (TPPA) Customer Service and Communications Conference March 9-11

Communication Updates

- LP&L's 110th anniversary social media launch (March)
- Continuing to create original content (Feel Good Fridays)

Opportunities

- New scholarships announcements
- Plenty Power assets (activity booklets, videos, etc.)
- Future communications on rates, debt reduction, and long-term CIP program.
- Additional Plugged In stories (business spotlights)



MAY 2026

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12 City Council Meeting	13	14	15	16
17	18	19 EUB Meeting	20	21	22	23
24	25 Memorial Day City Holiday	26 City Council Meeting	27	28	29	30
31	1	2	3	4	5	6

Holidays and Observances: Cinco de Mayo (5), Mother's Day (10), Memorial Day (25)



**Lubbock Power and Light
Monthly Management Report
Statements of Net Position
February 28, 2026**

	February 2026	September 2025	Variance
<u>ASSETS</u>			
Current assets:			
Pooled cash and cash equivalents	103,228,187	103,570,770	(342,583)
Receivables, net	25,629,069	27,949,705	(2,320,636)
Interest receivable	-	703,562	(703,562)
Prepaid expenses	25,000	25,000	-
Inventories	4,059,449	3,478,707	580,742
Total current assets	132,941,706	135,727,744	(2,786,038)
Noncurrent assets:			
Restricted investments	46,356,246	45,253,859	1,102,388
	46,356,246	45,253,859	1,102,388
Capital assets:			
Construction in progress	12,570,896	4,151,515	8,419,381
Right of Use Asset-Leases	538,924	538,924	-
Right of Use Asset-SBITA	2,085,137	2,085,137	-
Production Plant	51,897,767	51,897,767	-
Transmission Plant	344,099,975	344,119,415	(19,440)
Distribution Plant	473,891,940	473,857,981	33,959
Regional Trans Market Oper Plant	2,767,780	2,767,780	-
General Plant	82,177,269	82,177,308	(39)
Less accumulated depreciation	(337,449,525)	(327,546,548)	(9,902,977)
Total capital assets	632,580,162	634,049,278	(1,469,116)
Total noncurrent assets	678,936,408	679,303,137	(366,729)
Total Assets	\$ 811,878,114	\$ 815,030,881	\$ (3,152,767)
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Deferred outflows from pensions	8,520,647	8,520,647	-
Deferred outflows from OPEB	1,916,331	1,916,331	-
Total Deferred Outflows of Resources	\$ 10,436,978	\$ 10,436,978	\$ -

**Lubbock Power and Light
Monthly Management Report
Statements of Net Position
February 28, 2026**

	February 2026	September 2025	Variance
<u>LIABILITIES</u>			
Current liabilities:			
Accounts payable	\$ 6,524,029	\$ 6,761,527	(237,498)
Accrued liabilities	3,277,898	4,309,809	(1,031,911)
Accrued interest payable	7,347,255	9,021,412	(1,674,156)
Unapplied cash	2,251,012	1,316,360	934,652
Compensated absences	2,503,513	2,503,513	-
Notes Payable	-	-	-
Bonds payable	17,645,000	20,135,000	(2,490,000)
Total current liabilities	39,548,708	44,047,621	(4,498,912)
Noncurrent liabilities:			
Compensated absences	2,910,624	2,910,624	-
Post employment benefits	17,138,397	17,138,397	-
Net pension obligation	17,063,369	17,063,369	-
Leases Payable	403,899	403,899	-
Bonds payable	482,332,988	482,332,988	-
Total noncurrent liabilities	519,849,278	519,849,278	-
Total Liabilities	\$ 559,397,986	\$ 563,896,899	\$ (4,498,913)
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Deferred charge on refunding	511	511	-
TMRS actual vs assumption	4,225,632	4,225,632	-
OPEB actual vs assumption	6,385,232	6,385,232	-
Total Deferred Inflows of Resources	\$ 10,611,375	\$ 10,611,375	\$ -
<u>NET POSITION</u>			
Net investment in capital assets	\$ 149,660,634	\$ 148,637,490	\$ 1,023,144
Restricted for:			
Debt Service	28,893,376	27,722,446	1,170,930
Unrestricted	73,751,721	74,599,649	(847,928)
Total Net Position	\$ 252,305,731	\$ 250,959,585	\$ 1,346,146

**Lubbock Power and Light
Monthly Management Report
Statements of Net Position
February 28, 2026**

	February 2026	February 2025	February 2026 FYTD	February 2025 FYTD
<u>OPERATING REVENUES</u>				
Distribution Revenue	\$ 10,837,890	\$ 10,708,316	\$ 52,609,668	\$ 55,087,426
TCOS Revenue	3,804,629	3,979,074	19,023,147	19,903,519
ERCOT Hold Harmless	(1,819,936)	(1,820,444)	(9,100,459)	(9,106,681)
Provision for bad debts	(10,479)	94,602	(11,371)	454,787
Total Operating Revenues	<u>12,812,103</u>	<u>12,961,548</u>	<u>62,520,984</u>	<u>66,339,051</u>
<u>OPERATING EXPENSES</u>				
Personal services	2,462,190	2,332,123	11,467,352	11,991,686
Supplies	67,354	130,456	631,724	653,622
Maintenance	382,963	261,970	1,514,396	1,726,278
Transmission Costs	3,665,298	3,414,188	18,351,456	16,850,540
Other services and charges	1,090,548	807,669	5,244,537	5,113,640
Depreciation and amortization	1,979,562	2,138,958	9,911,807	10,727,678
Total Operating Expenses	<u>9,647,916</u>	<u>9,085,364</u>	<u>47,121,271</u>	<u>47,063,445</u>
Operating income	<u>3,164,188</u>	<u>3,876,184</u>	<u>15,399,713</u>	<u>19,275,606</u>
<u>NON-OPERATING REVENUES (EXPENSES)</u>				
Interest income	406,573	543,810	2,378,097	2,961,993
Disposition of assets	1,107	9,876	6,899	1,558,466
Miscellaneous	(1,613,084)	7,421,900	(7,309,108)	(932,027)
Interest expense on bonds	(1,655,294)	(1,766,829)	(8,277,179)	(8,864,998)
Total Non-Operating Revenues (Expenses)	<u>(2,860,698)</u>	<u>6,208,757</u>	<u>(13,201,291)</u>	<u>(5,276,566)</u>
Income(Expenses) before contributions and transfers	<u>303,490</u>	<u>10,084,941</u>	<u>2,198,422</u>	<u>13,999,040</u>
Transfers (In)	90,869	90,411	454,346	452,055
Transfers (Out)	(261,325)	(263,278)	(1,306,623)	(1,316,392)
Transfers, net	<u>(170,455)</u>	<u>(172,867)</u>	<u>(852,277)</u>	<u>(864,337)</u>
Change in Net Position	<u>\$ 133,035</u>	<u>\$ 9,912,074</u>	<u>\$ 1,346,145</u>	<u>\$ 13,134,703</u>
Net Position - beginning			\$ 250,959,586	\$ 235,592,974
Net position, ending			<u>\$ 252,305,731</u>	<u>\$ 248,727,677</u>

Lubbock Power and Light
Monthly Management Report
Statements of Net Position
February 28, 2026

	February 2026	February 2026 FYTD
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Receipts from customers	\$ 11,552,319	\$ 64,841,621
Payments to suppliers	(5,134,087)	(26,657,611)
Payments to employees	(2,462,190)	(11,467,352)
Other receipts (payments)	(1,613,084)	(7,309,108)
Net cash provided (used) by operating activities	2,342,957	19,407,551
<u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Transfers in from other funds	90,869	454,346
Transfers out to other funds	(261,325)	(1,306,623)
Net cash provided (used) by noncapital and related financing activities	(170,455)	(852,277)
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Purchases of capital assets	(984,615)	(8,433,901)
Sale of capital assets	15,805	(1,891)
Principal paid on bonds	(2,490,000)	(2,490,000)
Issuance of bonds	-	-
Bond issuance costs	-	-
Interest paid on bonds and capital leases	(162,445)	(9,951,336)
Capital grants and contributions	-	-
Rebatable Arbitrage	-	-
Net cash provided (used) for capital and related financing activities	(3,621,255)	(20,877,128)
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Sale (Purchase) of investments	(283,981)	(1,102,388)
Interest earnings on cash and investments	406,573	3,081,659
Net cash provided (used) by investing activities	122,592	1,979,272
Net increase (decrease) in cash and cash equivalents	(1,326,160)	(342,583)
Cash and cash equivalents - beginning of period	104,554,348	103,570,770
Cash and cash equivalents - end of period	103,228,187	103,228,187
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u>		
Operating income (loss)	3,164,188	15,399,713
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,979,562	9,911,807
Other income (expense)	(1,613,084)	(7,309,108)
Change in current assets and liabilities:		
Accounts receivable	(1,259,785)	2,320,636
Deferred Expenses - PPRF	-	-
Inventory	41,818	(580,742)
Prepaid expenses	-	-
Due from other governments	-	-
Accounts payable	9,065	(237,498)
Deferred Revenues - PPRF	-	-
Hold Harmless Payment	-	-
Due to (from) related party	-	-
Accrued liabilities	-	(1,031,911)
Customer deposits	21,194	934,652
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	2,342,957	19,407,551

	<u>FYTD Feb 2026</u>	<u>Annual Budget</u>	<u>Variance</u>	<u>% of Budget Realized</u>
<u>FUNDING SOURCES</u>				
Interest earnings	\$ 2,378,097	\$ 1,635,150	\$ 742,947	145.44%
Rentals and recoveries	1,700	192,316	(190,616)	0.88%
Sale of equipment/recycle scrap	6,899	172,318	(165,419)	4.00%
Metered Revenues				
Uncollectable Metered Revenues	(11,371)	-	(11,371)	0.00%
Distribution System Revenue	45,493,451	129,543,205	(84,049,754)	35.12%
Franchise Fee Equivalent	4,932,071	15,308,759	(10,376,688)	32.22%
Transmission Cost of Service (TCOS)	19,023,147	44,436,858	(25,413,711)	42.81%
ERCOT Hold Harmless Payment	(9,100,459)	(22,000,000)	12,899,541	41.37%
Fees and charges	973,010	1,800,000	(826,990)	54.06%
Outside work orders	1,211,151	701,470	509,681	172.66%
Tampering fees		-	-	0.00%
Miscellaneous	45,617	-	45,617	0.00%
Transfer from Other Funds	454,346	1,090,428	(636,082)	41.67%
TOTAL FUNDING SOURCES	\$ 65,407,644	\$ 172,880,505	\$ (107,472,861)	37.83%
<u>COST CENTER EXPENSES</u>				
Administration				
7111 - Administration	\$ 1,494,795	\$ 3,945,740	\$ (2,450,945)	37.88%
7112 - Regulatory Compliance	319,451	1,053,362	(733,911)	30.33%
7113 - Legal	547,696	1,367,656	(819,960)	40.05%
7211 - Conservation & Education	189,801	727,744	(537,943)	26.08%
Purchased Power				
7315 - Purchased Power	18,351,456	41,619,219	(23,267,763)	44.09%
Production				
7311 - Operations	846,455	1,818,469	(972,014)	46.55%
7316 - Cooke Station	-	-	-	0.00%
7317 - Brandon Station	-	-	-	0.00%
7318 - Massengale Station	(0)	-	(0)	0.00%
7711 - Regional Mkt Admin & Compliance	-	-	-	0.00%
Distribution				
7411 - Supervision & Engineering	687,115	1,385,360	(698,245)	49.60%
7412 - Underground Lines	1,809,021	3,889,633	(2,080,612)	46.51%
7413 - Overhead Lines	2,230,599	5,417,294	(3,186,695)	41.18%
7414 - Load Dispatching	884,307	2,266,118	(1,381,811)	39.02%
7415 - Customer Service	1,997,576	5,006,058	(3,008,482)	39.90%
7416 - GIS	463,946	1,048,360	(584,414)	44.25%
7417 - Substations	915,065	2,294,392	(1,379,327)	39.88%
7418 - Engineering & Construction Mgmt	-	-	-	0.00%
7419 - Meter Shop	457,191	1,041,467	(584,276)	43.90%
7421 - Street Lights	898,411	2,425,589	(1,527,178)	37.04%
Transmission				
7611 - Supervision & Engineering	625,192	1,463,884	(838,692)	42.71%
7613 - Overhead Lines	738,516	1,554,088	(815,572)	47.52%
7614 - Load Dispatching	712,361	2,148,314	(1,435,953)	33.16%
7617 - Substations	450,643	1,244,187	(793,544)	36.22%
Customer Service				
7511 - Performance Improvement	181,857	598,105	(416,248)	30.41%
7512 - Customer Information Systems	2,174,299	7,013,083	(4,838,784)	31.00%
7513 - Market Operations Group	594,523	1,717,845	(1,123,322)	34.61%
7514 - Customer Service	1,267,419	3,483,661	(2,216,242)	36.38%
7515 - Collections	1,230,684	3,074,161	(1,843,477)	40.03%
Reimbursement - City utilities & credit cards	(3,055,140)	(7,332,336)	4,277,196	41.67%
TOTAL COST CENTER EXPENSES	\$ 37,013,238	\$ 90,271,453	\$ (53,258,215)	41.00%
<u>FUND LEVEL EXPENSES</u>				
Debt service	\$ 10,786,042	\$ 40,036,381	\$ (29,250,339)	26.94%
Transfers:				
Indirect cost allocation	831,455	1,995,493	(1,164,038)	41.67%
Payment in lieu of property tax	1,445,198	3,841,551	(2,396,353)	37.62%
Payment in lieu of franchise fee	5,807,071	15,308,759	(9,501,688)	37.93%
Cash funded electric capital	11,059,236	26,542,167	(15,482,931)	41.67%
Transfer to Debt Service for General Fund	475,168	1,140,403	(665,235)	41.67%
Miscellaneous Expense	104,152	65,000	39,152	160.23%
TOTAL FUND LEVEL EXPENSES	\$ 30,508,321	\$ 88,929,754	\$ (58,421,433)	34.31%
<u>TOTAL BUDGET</u>				
	\$ 67,521,559	\$ 179,201,207	\$ (111,679,648)	37.68%
Budget surplus/(deficit)	\$ (2,113,916)	\$ (6,320,702)	\$ 4,206,786	

**LP&L Funds
Finance Department
Budget Comparison
As of February 28, 2026**

Description	October-25	November-25	December-25	January-26	February-26	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
ADMINISTRATION										
ADMINISTRATION										
COMPENSATION	\$ 187,688	\$ 168,528	\$ 162,735	\$ 166,970	\$ 190,841	\$ 876,763	\$ 2,155,567	\$ 1,278,804	40.67	59.33
BENEFITS	70,888	61,730	60,041	64,465	69,956	327,080	845,767	518,687	38.67	61.33
SUPPLIES	2,072	3,150	2,938	2,991	4,571	15,721	40,950	25,229	38.39	61.61
MAINTENANCE	2,408	27,734	1,266	2,295	4,575	38,277	38,666	389	99.00	1.00
PROF. SERVICES/TRAINING	17,653	42,159	24,955	37,223	25,560	147,550	661,000	513,450	22.32	77.68
OTHER CHARGES	1,804	1,099	4,415	2,029	3,347	12,694	17,500	4,806	72.54	27.46
SCHEDULED CHARGES	16,438	13,960	15,751	15,218	15,344	76,709	186,290	109,581	41.18	58.82
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 298,951	\$ 318,359	\$ 272,100	\$ 291,192	\$ 314,193	\$ 1,494,795	\$ 3,945,740	\$ 2,450,945	37.88	62.12
REGULATORY COMPLIANCE										
COMPENSATION	\$ 29,225	\$ 29,063	\$ 25,469	\$ 25,300	\$ 77,168	\$ 186,224	\$ 410,546	\$ 224,322	45.36	54.64
BENEFITS	12,008	11,403	10,495	10,450	23,961	68,317	132,939	64,622	51.39	48.61
SUPPLIES	811	257	261	685	1,076	3,089	7,700	4,611	40.12	59.88
MAINTENANCE	145	174	144	1,009	248	1,720	4,414	2,694	38.98	61.02
PROF. SERVICES/TRAINING	6,131	32,372	105,415	22,998	(135,468)	31,448	429,218	397,770	7.33	92.67
OTHER CHARGES	19	16	16	16	17	84	200	116	42.01	57.99
SCHEDULED CHARGES	5,884	5,564	5,691	5,738	5,691	28,568	68,345	39,777	41.80	58.20
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 54,222	\$ 78,848	\$ 147,491	\$ 66,196	\$ (27,307)	\$ 319,451	\$ 1,053,362	\$ 733,911	30.33	69.67
LEGAL										
COMPENSATION	\$ 45,311	\$ 26,913	\$ 27,794	\$ 25,981	\$ 27,792	\$ 153,792	\$ 427,109	\$ 273,317	36.01	63.99
BENEFITS	14,345	7,821	8,286	8,885	8,909	48,246	152,422	104,176	31.65	68.35
SUPPLIES	-	521	-	259	77	857	680	(177)	126.00	(26.00)
MAINTENANCE	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	19,914	87,336	112,915	4,712	104,478	329,354	747,173	417,819	44.08	55.92
OTHER CHARGES	30	30	30	30	30	150	3,500	3,350	4.29	95.71
SCHEDULED CHARGES	3,236	2,939	3,012	3,044	3,068	15,297	36,772	21,475	41.60	58.40
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 82,836	\$ 125,560	\$ 152,036	\$ 42,910	\$ 144,353	\$ 547,696	\$ 1,367,656	\$ 819,960	40.05	59.95
CONSERVATION & EDUCATION										
COMPENSATION	\$ 19,288	\$ 17,407	\$ 16,221	\$ 16,320	\$ 16,242	\$ 85,479	\$ 211,438	\$ 125,959	40.43	59.57
BENEFITS	6,750	6,039	5,738	5,770	5,750	30,046	90,086	60,040	33.35	66.65
SUPPLIES	581	208	206	208	158	1,362	1,950	588	69.83	30.17
MAINTENANCE	-	-	-	49	50	99	1,500	1,401	6.57	93.43
PROF. SERVICES/TRAINING	14,251	15,002	14,121	15,279	12,361	71,014	416,300	345,286	17.06	82.94
OTHER CHARGES	154	-	-	25	33	211	2,500	2,289	8.44	91.56
SCHEDULED CHARGES	355	281	318	318	318	1,590	3,970	2,380	40.06	59.94
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 41,378	\$ 38,938	\$ 36,604	\$ 37,969	\$ 34,912	\$ 189,801	\$ 727,744	\$ 537,943	26.08	73.92
PRODUCTION										
OPERATIONS										
COMPENSATION	\$ 34,169	\$ 32,412	\$ 29,712	\$ 29,712	\$ 29,712	\$ 155,718	\$ 503,336	\$ 347,618	30.94	69.06
BENEFITS	13,820	12,805	12,116	12,126	12,126	62,992	161,540	98,548	38.99	61.01
SUPPLIES	1,107	1,459	874	1,544	1,760	6,744	29,350	22,606	22.98	77.02
MAINTENANCE	2,905	3,003	2,913	2,867	4,375	16,063	36,778	20,715	43.68	56.32
PROF. SERVICES/TRAINING	755	12,034	9,838	794	170,594	194,015	13,700	(180,315)	1,416.17	(1,316.17)
OTHER CHARGES	59	1,035	-	131	44	1,268	-	(1,268)	-	-
SCHEDULED CHARGES	79,680	79,486	84,006	83,513	82,970	409,655	1,073,765	664,110	38.15	61.85
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 132,495	\$ 142,234	\$ 139,459	\$ 130,686	\$ 301,581	\$ 846,455	\$ 1,818,469	\$ 972,014	46.55	53.45

**LP&L Funds
Finance Department
Budget Comparison
As of February 28, 2026**

Description	October-25	November-25	December-25	January-26	February-26	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
PURCHASED POWER										
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	-	-	-	-	-	-	-	-	-	-
SUPPLIES	3,655,976	3,677,093	3,676,488	3,676,600	3,665,298	18,351,455	41,619,219	23,267,764	44.09	55.91
MAINTENANCE	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 3,655,976	\$ 3,677,093	\$ 3,676,488	\$ 3,676,600	\$ 3,665,298	\$ 18,351,456	\$ 41,619,219	\$ 23,267,764	44.09	55.91

DISTRIBUTION

DISTRIBUTION SUPERVISION & ENGINEERING

COMPENSATION	\$ 69,743	\$ 60,988	\$ 75,734	\$ 62,303	\$ 53,544	\$ 322,313	\$ 608,788	\$ 286,475	52.94	47.06
BENEFITS	27,434	24,760	27,843	24,611	21,592	126,240	263,447	137,207	47.92	52.08
SUPPLIES	2,732	1,645	1,872	1,535	2,521	10,305	26,289	15,984	39.20	60.80
MAINTENANCE	493	752	1,156	887	1,094	4,381	14,656	10,275	29.89	70.11
PROF. SERVICES/TRAINING	17,872	2,314	20,714	8,763	28,172	77,835	122,158	44,323	63.72	36.28
OTHER CHARGES	498	37	251	64	291	1,142	4,295	3,153	26.60	73.40
SCHEDULED CHARGES	29,555	28,444	28,966	28,967	28,966	144,898	345,727	200,829	41.91	58.09
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 148,327	\$ 118,940	\$ 156,536	\$ 127,132	\$ 136,180	\$ 687,115	\$ 1,385,360	\$ 698,245	49.60	50.40

DISTRIBUTION UNDERGROUND LINES

COMPENSATION	\$ 119,160	\$ 134,889	\$ 126,015	\$ 128,328	\$ 319,557	\$ 827,949	\$ 1,607,677	\$ 779,728	51.50	48.50
BENEFITS	51,034	55,864	54,567	56,583	103,664	321,711	618,378	296,667	52.02	47.98
SUPPLIES	30,120	49,534	21,723	58,349	16,558	176,284	322,500	146,216	54.66	45.34
MAINTENANCE	84,211	69,203	48,271	70,398	55,119	327,203	925,793	598,590	35.34	64.66
PROF. SERVICES/TRAINING	6,911	6,886	7,264	5,260	28,934	55,256	91,620	36,364	60.31	39.69
OTHER CHARGES	382	326	643	431	462	2,244	3,500	1,256	64.12	35.88
SCHEDULED CHARGES	17,028	16,202	20,514	21,356	23,275	98,375	320,165	221,790	30.73	69.27
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 308,847	\$ 332,904	\$ 278,997	\$ 340,704	\$ 547,569	\$ 1,809,021	\$ 3,889,633	\$ 2,080,612	46.51	53.49

DISTRIBUTION OVERHEAD LINES

COMPENSATION	\$ 238,417	\$ 212,905	\$ 183,747	\$ 178,418	\$ 165,842	\$ 979,329	\$ 2,415,035	\$ 1,435,706	40.55	59.45
BENEFITS	94,293	86,277	74,999	72,341	67,714	395,625	969,157	573,532	40.82	59.18
SUPPLIES	43,643	37,321	22,644	72,599	18,481	194,689	360,870	166,181	53.95	46.05
MAINTENANCE	107,559	60,970	65,120	66,445	131,827	431,922	1,151,883	719,961	37.50	62.50
PROF. SERVICES/TRAINING	22,859	12,858	22,939	11,262	43,777	113,695	249,916	136,221	45.49	54.51
OTHER CHARGES	831	461	774	803	751	3,620	3,000	(620)	120.68	(20.68)
SCHEDULED CHARGES	22,780	21,934	22,312	22,357	22,336	111,719	267,433	155,714	41.77	58.23
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 530,383	\$ 432,727	\$ 392,535	\$ 424,226	\$ 450,729	\$ 2,230,599	\$ 5,417,294	\$ 3,186,695	41.18	58.82

DISTRIBUTION LOAD DISPATCHING

COMPENSATION	\$ 107,590	\$ 124,381	\$ 76,223	\$ 77,124	\$ 82,817	\$ 468,136	\$ 1,152,957	\$ 684,821	40.60	59.40
BENEFITS	39,703	41,968	28,962	29,152	30,658	170,444	452,865	282,421	37.64	62.36
SUPPLIES	2,080	653	1,334	453	(98)	4,422	15,400	10,978	28.71	71.29
MAINTENANCE	4,565	1,175	25,656	2,511	1,087	34,995	62,322	27,327	56.15	43.85
PROF. SERVICES/TRAINING	20,253	21,590	45,105	22,590	49,441	158,978	465,000	306,022	34.19	65.81
OTHER CHARGES	458	323	630	469	395	2,276	11,450	9,174	19.88	80.12
SCHEDULED CHARGES	9,598	8,448	9,011	8,999	9,000	45,056	106,124	61,068	42.46	57.54
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 184,248	\$ 198,539	\$ 186,922	\$ 141,299	\$ 173,300	\$ 884,307	\$ 2,266,118	\$ 1,381,811	39.02	60.98

**LP&L Funds
Finance Department
Budget Comparison
As of February 28, 2026**

Description	October-25	November-25	December-25	January-26	February-26	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
DISTRIBUTION CUSTOMER SERVICE										
COMPENSATION	\$ 175,366	\$ 146,629	\$ 156,028	\$ 141,279	\$ 156,729	\$ 776,031	\$ 1,891,809	\$ 1,115,778	41.02	58.98
BENEFITS	68,190	57,505	61,274	56,592	61,007	304,569	750,953	446,384	40.56	59.44
SUPPLIES	16,647	23,031	12,169	8,427	7,425	67,699	180,020	112,321	37.61	62.39
MAINTENANCE	51,496	10,107	18,573	37,612	60,074	177,862	285,881	108,019	62.22	37.78
PROF. SERVICES/TRAINING	1,329	3,168	2,968	2,087	11,815	21,367	33,500	12,133	63.78	36.22
OTHER CHARGES	98,144	74,528	57,889	132,352	131,139	494,052	1,405,100	911,048	35.16	64.84
SCHEDULED CHARGES	30,245	28,151	32,506	31,918	33,176	155,997	458,795	302,798	34.00	66.00
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 441,416	\$ 343,119	\$ 341,407	\$ 410,268	\$ 461,366	\$ 1,997,576	\$ 5,006,058	\$ 3,008,482	39.90	60.10
LP&L GIS										
COMPENSATION	\$ 52,662	\$ 47,934	\$ 44,959	\$ 43,500	\$ 48,070	\$ 237,125	\$ 532,043	\$ 294,918	44.57	55.43
BENEFITS	24,270	21,210	20,766	20,028	20,573	106,847	234,081	127,234	45.65	54.35
SUPPLIES	417	764	223	218	286	1,908	15,385	13,477	12.40	87.60
MAINTENANCE	267	19	25	23	84	418	6,500	6,082	6.44	93.56
PROF. SERVICES/TRAINING	2,418	1,789	1,401	3,618	89,447	98,672	213,685	115,013	46.18	53.82
OTHER CHARGES	318	126	301	113	147	1,004	3,800	2,796	26.42	73.58
SCHEDULED CHARGES	3,788	3,407	3,517	3,669	3,593	17,972	42,867	24,895	41.93	58.07
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 84,139	\$ 75,248	\$ 71,191	\$ 71,168	\$ 162,199	\$ 463,946	\$ 1,048,361	\$ 584,414	44.25	55.75
DISTRIBUTION SUBSTATION										
COMPENSATION	\$ 80,166	\$ 61,570	\$ 53,580	\$ 52,050	\$ 54,815	\$ 302,182	\$ 771,471	\$ 469,289	39.17	60.83
BENEFITS	29,956	22,992	21,203	21,546	22,076	117,773	310,263	192,490	37.96	62.04
SUPPLIES	5,845	12,541	9,398	4,776	4,318	36,876	109,155	72,279	33.78	66.22
MAINTENANCE	4,260	7,617	6,143	3,436	7,293	28,749	110,039	81,290	26.13	73.87
PROF. SERVICES/TRAINING	6,142	1,309	15,294	561	5,048	28,355	94,781	66,426	29.92	70.08
OTHER CHARGES	46,824	56	184	19,324	(12,908)	53,479	66,575	13,096	80.33	19.67
SCHEDULED CHARGES	70,050	68,578	68,849	70,660	69,513	347,651	832,108	484,457	41.78	58.22
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 243,243	\$ 174,664	\$ 174,651	\$ 172,352	\$ 150,155	\$ 915,065	\$ 2,294,392	\$ 1,379,327	39.88	60.12
DISTRIBUTION METER SHOP										
COMPENSATION	\$ 60,345	\$ 58,016	\$ 52,109	\$ 51,753	\$ 51,784	\$ 274,007	\$ 568,211	\$ 294,204	48.22	51.78
BENEFITS	24,959	23,164	21,648	21,568	21,573	112,913	236,968	124,055	47.65	52.35
SUPPLIES	13,058	1,874	5,284	1,339	1,641	23,197	67,920	44,723	34.15	65.85
MAINTENANCE	517	3,126	1,717	1,600	716	7,677	28,312	20,635	27.12	72.88
PROF. SERVICES/TRAINING	2,814	140	183	175	94	3,406	50,490	47,084	6.75	93.25
OTHER CHARGES	318	87	289	458	286	1,438	3,900	2,462	36.87	63.13
SCHEDULED CHARGES	7,174	6,650	6,910	6,910	6,910	34,554	85,666	51,112	40.34	59.66
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 109,186	\$ 93,057	\$ 88,141	\$ 83,803	\$ 83,005	\$ 457,191	\$ 1,041,467	\$ 584,276	43.90	56.10
DISTRIBUTION STREET LIGHTS										
COMPENSATION	\$ 69,690	\$ 58,531	\$ 59,375	\$ 63,416	\$ 67,040	\$ 318,051	\$ 855,566	\$ 537,515	37.17	62.83
BENEFITS	30,217	24,724	24,958	27,062	29,041	136,002	392,965	256,963	34.61	65.39
SUPPLIES	7,862	15,854	11,462	12,886	7,126	55,190	112,100	56,910	49.23	50.77
MAINTENANCE	57,539	89,862	66,473	55,408	56,753	326,036	903,404	577,368	36.09	63.91
PROF. SERVICES/TRAINING	415	496	1,325	483	3,694	6,412	25,377	18,965	25.27	74.73
OTHER CHARGES	476	34	130	27	426	1,094	1,500	406	72.91	27.09
SCHEDULED CHARGES	11,400	10,945	10,945	11,168	11,168	55,626	134,677	79,051	41.30	58.70
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 177,600	\$ 200,446	\$ 174,668	\$ 170,450	\$ 175,247	\$ 898,411	\$ 2,425,589	\$ 1,527,178	37.04	62.96

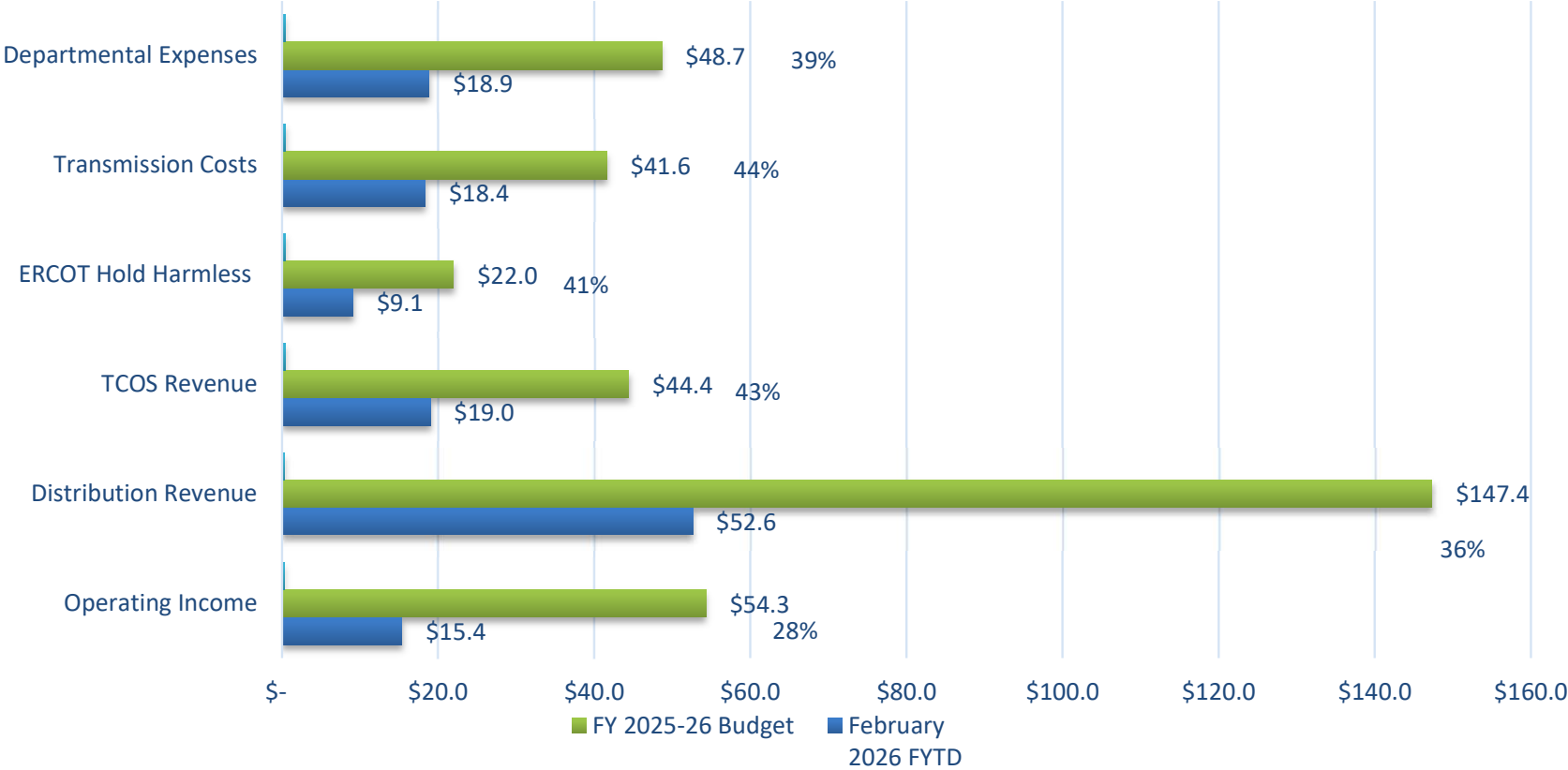
LP&L Funds
Finance Department
Budget Comparison
As of February 28, 2026

Description	October-25	November-25	December-25	January-26	February-26	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
TRANSMISSION										
TRANSMISSION SUPERVISION & ENGINEERING										
COMPENSATION	\$ 56,650	\$ 53,412	\$ 50,698	\$ 54,256	\$ 82,882	\$ 297,897	\$ 562,176	\$ 264,279	52.99	47.01
BENEFITS	22,257	20,820	20,208	21,236	27,978	112,499	222,397	109,898	50.58	49.42
SUPPLIES	372	337	668	1,923	898	4,199	10,375	6,176	40.48	59.52
MAINTENANCE	23	46	34	140	366	610	3,500	2,890	17.42	82.58
PROF. SERVICES/TRAINING	2,116	5,644	9,142	26,430	84,416	127,749	501,639	373,890	25.47	74.53
OTHER CHARGES	470	367	351	351	285	1,823	5,750	3,927	31.70	68.30
SCHEDULED CHARGES	13,316	13,046	13,178	80,178	(53,822)	65,895	158,047	92,152	41.69	58.31
CAPITAL OUTLAY	-	7,260	-	7,260	-	14,520	-	(14,520)	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 95,205	\$ 100,932	\$ 94,280	\$ 191,774	\$ 143,003	\$ 625,192	\$ 1,463,884	\$ 838,692	42.71	57.29
TRANSMISSION OVERHEAD LINES										
COMPENSATION	\$ 80,769	\$ 70,956	\$ 62,970	\$ 61,340	\$ 55,253	\$ 331,288	\$ 765,384	\$ 434,096	43.28	56.72
BENEFITS	28,441	25,339	24,430	23,439	21,190	122,838	307,120	184,282	40.00	60.00
SUPPLIES	8,075	4,414	1,628	3,018	2,896	20,031	100,650	80,619	19.90	80.10
MAINTENANCE	3,862	2,892	10,549	6,955	4,638	28,895	100,696	71,801	28.70	71.30
PROF. SERVICES/TRAINING	1,484	1,931	54,568	150,004	2,224	210,211	222,341	12,130	94.54	5.46
OTHER CHARGES	287	193	189	168	125	962	-	(962)	-	-
SCHEDULED CHARGES	5,155	4,700	4,811	4,811	4,811	24,289	57,897	33,608	41.95	58.05
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 128,075	\$ 110,424	\$ 159,145	\$ 249,735	\$ 91,137	\$ 738,516	\$ 1,554,088	\$ 815,572	47.52	52.48
TRANSMISSION LOAD DISPATCHING										
COMPENSATION	\$ 78,357	\$ 68,794	\$ 63,248	\$ 62,332	\$ 63,436	\$ 336,167	\$ 1,095,336	\$ 759,169	30.69	69.31
BENEFITS	28,891	25,337	23,872	23,716	23,976	125,792	435,736	309,944	28.87	71.13
SUPPLIES	1,027	276	885	40	(724)	1,503	13,950	12,447	10.78	89.22
MAINTENANCE	2,778	773	278	869	223	4,922	7,742	2,820	63.58	36.42
PROF. SERVICES/TRAINING	27,924	46,233	53,585	33,554	71,446	232,742	565,000	332,258	41.19	58.81
OTHER CHARGES	426	323	323	554	323	1,949	10,650	8,701	18.30	81.70
SCHEDULED CHARGES	2,590	1,658	1,658	1,688	1,689	9,285	19,900	10,615	46.66	53.34
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 141,994	\$ 143,393	\$ 143,851	\$ 122,753	\$ 160,370	\$ 712,361	\$ 2,148,314	\$ 1,435,953	33.16	66.84
TRANSMISSION SUBSTATION										
COMPENSATION	\$ 54,876	\$ 55,061	\$ 52,977	\$ 51,319	\$ 54,222	\$ 268,455	\$ 726,624	\$ 458,169	36.95	63.05
BENEFITS	21,218	21,206	20,591	20,883	21,473	105,371	294,388	189,017	35.79	64.21
SUPPLIES	300	664	600	435	597	2,596	36,150	33,554	7.18	92.82
MAINTENANCE	65	387	590	7,539	2,076	10,657	55,000	44,343	19.38	80.62
PROF. SERVICES/TRAINING	2,217	701	145	2,568	4,913	10,543	66,050	55,507	15.96	84.04
OTHER CHARGES	46,647	44	74	19,255	(12,999)	53,022	65,975	12,953	80.37	19.63
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 125,323	\$ 78,062	\$ 74,978	\$ 101,998	\$ 70,282	\$ 450,643	\$ 1,244,187	\$ 793,544	36.22	63.78
CUSTOMER SERVICE										
PERFORMANCE IMPROVEMENT										
COMPENSATION	\$ 30,416	\$ 22,663	\$ 22,463	\$ 22,463	\$ 22,463	\$ 120,469	\$ 384,356	\$ 263,887	31.34	68.66
BENEFITS	12,013	8,937	8,893	8,901	8,901	47,646	169,601	121,955	28.09	71.91
SUPPLIES	-	49	(709)	-	56	(604)	5,500	6,104	(10.98)	110.98
MAINTENANCE	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	2,749	1,574	43	-	127	4,492	15,000	10,508	29.95	70.05
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	1,971	1,971	1,971	1,971	1,971	9,853	23,648	13,795	41.67	58.33
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 47,149	\$ 35,194	\$ 32,661	\$ 33,335	\$ 33,517	\$ 181,857	\$ 598,105	\$ 416,248	30	69.59

LP&L Funds
Finance Department
Budget Comparison
As of February 28, 2026

Description	October-25	November-25	December-25	January-26	February-26	FYTD 25-26	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
CUSTOMER INFORMATION SYSTEMS										
COMPENSATION	\$ 72,169	\$ 69,597	\$ 65,986	\$ 70,011	\$ 77,117	\$ 354,881	\$ 978,220	\$ 623,339	36.28	63.72
BENEFITS	33,520	31,192	30,272	32,464	34,887	162,335	462,644	300,309	35.09	64.91
SUPPLIES	894	452	480	630	534	2,990	6,150	3,160	48.62	51.38
MAINTENANCE	1,282	1,151	4,606	1,035	13,918	21,991	12,422	(9,569)	177.03	(77.03)
PROF. SERVICES/TRAINING	169,019	119,868	698,202	100,337	145,334	1,232,760	4,578,205	3,345,445	26.93	73.07
OTHER CHARGES	1,074	3,203	-	955	-	5,232	-	(5,232)	-	-
SCHEDULED CHARGES	91,074	90,578	30,815	90,823	90,820	394,110	975,442	581,332	40.40	59.60
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 369,031	\$ 316,041	\$ 830,362	\$ 296,255	\$ 362,609	\$ 2,174,299	\$ 7,013,083	\$ 4,838,784	31.00	69.00
MARKET OPERATIONS GROUP										
COMPENSATION	\$ 58,590	\$ 53,397	\$ 50,516	\$ 50,781	\$ 51,018	\$ 264,301	\$ 693,796	\$ 429,495	38.09	61.91
BENEFITS	29,052	25,988	25,262	25,378	25,440	131,121	327,221	196,100	40	59.93
SUPPLIES	206	262	784	137	235	1,625	3,450	1,825	47	52.91
MAINTENANCE	224	105	3,571	-	12,759	16,659	-	(16,659)	-	-
PROF. SERVICES/TRAINING	8,589	56,886	37,917	27,036	37,795	168,223	662,210	493,987	25	74.60
OTHER CHARGES	-	-	-	-	-	-	1,000	1,000	-	100.00
SCHEDULED CHARGES	2,725	2,328	2,514	2,514	2,514	12,596	30,168	17,572	42	58.25
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 99,387	\$ 138,966	\$ 120,564	\$ 105,845	\$ 129,761	\$ 594,523	\$ 1,717,845	\$ 1,123,322	34.61	65.39
CUSTOMER SERVICE										
COMPENSATION	126,245	109,533	99,761	89,798	88,149	\$ 513,486	\$ 1,778,170	\$ 1,264,684	28.88	71.12
BENEFITS	82,959	70,492	67,295	60,207	59,227	340,179	1,023,017	682,838	33.25	66.75
SUPPLIES	1,020	791	1,065	645	670	4,192	15,607	11,408	26.87	73.13
MAINTENANCE	818	388	3,571	-	12,759	17,536	2,600	(14,936)	674.47	(574.47)
PROF. SERVICES/TRAINING	6,875	99,246	6,485	8,331	5,738	126,675	38,050	(88,625)	332.92	(232.92)
OTHER CHARGES	1,166	1,661	59	59	59	3,004	-	(3,004)	-	-
SCHEDULED CHARGES	52,197	51,952	54,044	52,083	52,071	262,347	626,224	363,877	41.89	58.11
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 271,280	\$ 334,063	\$ 232,280	\$ 211,123	\$ 218,674	\$ 1,267,419	\$ 3,483,661	\$ 2,216,242	36.38	63.62
REVENUE MANAGEMENT										
COMPENSATION	150,046	144,227	132,168	142,986	139,440	\$ 708,867	\$ 1,805,370	\$ 1,096,503	39.26	60.74
BENEFITS	82,237	75,632	72,511	78,916	77,997	387,293	1,010,852	623,559	38.31	61.69
SUPPLIES	1,623	1,090	1,900	1,540	(2,249)	3,904	14,200	10,296	27.49	72.51
MAINTENANCE	101	599	3,887	207	12,928	17,722	1,656	(16,066)	1,070.17	(970.17)
PROF. SERVICES/TRAINING	8,284	8,224	7,199	14,772	11,615	50,094	124,950	74,856	40.09	59.91
OTHER CHARGES	1,681	2,133	4,804	1,152	376	10,147	-	(10,147)	-	-
SCHEDULED CHARGES	11,430	9,582	10,475	10,583	10,587	52,657	117,133	64,476	44.95	55.05
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 255,403	\$ 241,487	\$ 232,944	\$ 250,157	\$ 250,693	\$ 1,230,684	\$ 3,074,161	\$ 1,843,477	40.03	59.97
LP&L FUND OPERATING EXPENSES										
COMPENSATION	1,996,941	1,827,807	1,690,486.68	1,667,738.23	1,975,935.41	\$ 9,158,908	\$ 22,900,985	13,742,077	39.99	60.01
BENEFITS	848,456	763,206	726,230	726,316.94	799,669.72	3,863,878	9,864,807	6,000,929	39.17	60.83
SUPPLIES	3,796,468	3,834,238	3,774,179	3,851,238.85	3,734,109.44	18,990,234	43,115,513	24,125,279	44.05	55.95
MAINTENANCE	325,520	280,083	264,543	261,286	382,963	1,514,396	3,753,764	2,239,368	40.34	59.66
PROF. SERVICES/TRAINING	368,975	579,760	1,251,721	498,838	801,555	3,500,848	10,387,363	6,886,515	33.70	66.30
OTHER CHARGES	202,065	86,081	71,355	178,767	112,628	650,895	1,610,195	959,300	40.42	59.58
SCHEDULED CHARGES	487,668	470,801	431,776	558,487	425,968	2,374,699	5,971,163	3,596,464	39.77	60.23
CAPITAL OUTLAY	-	7,260	-	7,260	-	14,520	-	(14,520)	-	-
TOTAL EXPENDITURES	\$ 8,026,093	\$ 7,849,236	\$ 8,210,290	\$ 7,749,931	\$ 8,232,829	\$ 40,068,378	\$ 97,603,790	\$ 57,535,412	41.05	58.95

Budget vs Actuals (in millions)



**Lubbock Power and Light
Capital Program - Unaudited
Management Report
February 28, 2026**

Project	Appropriation To Date	TOTAL EXPENDITURES & COMMITMENTS				
		Expenditures	Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 822,173	\$ -	\$ 1,528,689	65.03	34.97
8626 Distribution Planning	480,000	393,546	-	86,454	18.01	81.99
8688 Smart Meter Texas Integration	774,520	672,808	-	101,713	13.13	86.87
8707 Substation Arcflash Study	450,000	322,983	-	127,017	28.23	71.77
8711 Learning Management System	68,000	-	-	68,000	100.00	-
92331 Fiberoptic Communications	2,965,000	1,318,637	-	1,646,363	55.53	44.47
92484 Substation Upgrades	5,335,000	4,123,327	720,000	491,673	9.22	90.78
92537 GIS Software Upgrades and Interfaces	5,752,000	1,644,473	284,400	3,823,127	66.47	33.53
92605 Operations System Upgrades	4,765,000	2,069,620	390,610	2,304,771	48.37	51.63
92683 FY 2020-24 Service Distribution Meters	3,043,500	1,494,568	2,756	1,546,176	50.80	49.20
92684 FY 2020-24 Distribution Transformers	18,275,000	13,058,219	983,038	4,233,743	23.17	76.83
92685 FY 2020-24 Distribution System Upgrade	21,085,000	14,760,637	1,058,149	5,266,215	24.98	75.02
92686 FY 2020-24 Overhead Lines	12,690,500	10,962,246	-	1,728,254	13.62	86.38
92687 FY 2020-24 Street Lights	5,727,100	4,522,766	-	1,204,334	21.03	78.97
92688 FY 2020-24 Underground Distribution	20,744,916	17,536,078	-	3,208,838	15.47	84.53
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	22,157,121	562,384	1,161,632	4.86	95.14
92733 DNV-GL Cascade Upgrades	255,000	249,228	-	5,772	2.26	97.74
92788 4kV Distribution Conversion	7,973,273	4,021,344	-	3,951,929	49.56	50.44
92789 NERC Security for Substation	600,000	218,404	128,760	252,836	42.14	57.86
92790 Security Upgrade for Hill Building	290,000	71,804	25,402	192,795	66.48	33.52
92791 UCSC Expansion	138,000	83,406	-	54,594	39.56	60.44
92829 Work Order System	500,000	-	-	500,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	10,340,000	827,322	5,395,013	4,117,665	39.82	60.18
92836 Overhead/Underground Training Facility	995,000	704,262	74,008	216,730	21.78	78.22
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48	16.52
92891 FY 2024-25 Vehicles & Equipment	2,340,000	2,317,071	-	22,929	0.98	99.02
92916 115kV Substation- Iola	4,950,000	-	-	4,950,000	100.00	-
92934 FY 2025-26 Vehicles and Equipment	1,743,000	128,999	1,068,000	546,001	31.33	68.67
92935 West Loop - Mackenzie to Northeast: 115 kV Line Rebuild	6,562,000	-	-	6,562,000	100.00	-
92936 West Loop - 115 kV Line Rebuild: Northeast – Dunbar	8,550,000	-	-	8,550,000	100.00	-
92937 West Loop - Vicksburg to Red Raider: 69/115 kV Line Rebuild	465,000	-	-	465,000	100.00	-
92938 345kV-115kV Substation- Alcove	19,500,000	-	-	19,500,000	100.00	-
92939 West Loop - 115 kV Line Reconductor - Thompson – Vicksburg	1,320,000	-	-	1,320,000	100.00	-
92940 West Loop - 115 kV Lines - Alcove Tie-In	15,000,000	-	-	15,000,000	100.00	-
92941 Texas Tech Feeders	2,500,000	284,856	-	2,215,144	88.61	11.39
92942 Substation Rebuild - Posey T2 Replacement	9,500,000	-	-	9,500,000	100.00	-
92951 Citizens Tower 5th Floor Renovation	150,000	-	-	150,000	100.00	-
	\$ 222,133,808	\$ 104,778,281	\$ 10,692,519	\$ 106,663,009	48.02	51.98

**Lubbock Power and Light
Capital Program - Unaudited
Management Report
February 28, 2026**

Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 822,173	\$ -	\$ 1,528,689	65.03
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
8707 Substation Arcflash Study	-	-	-	-	-
8711 Learning Management System	-	-	-	-	-
92331 Fiberoptic Communications	2,600,000	1,318,637	-	1,281,363	49.28
92484 Substation Upgrades	5,335,000	4,123,327	720,000	491,673	9.22
92537 GIS Software Upgrades and Interfaces	1,215,000	1,215,000	-	-	-
92605 Operations System Upgrades	-	-	-	-	-
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	1,200,000	1,200,000	-	-	-
92685 FY 2020-24 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-24 Overhead Lines	-	-	-	-	-
92687 FY 2020-24 Street Lights	-	-	-	-	-
92688 FY 2020-24 Underground Distribution	157,916	157,916	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System	16,816,137	16,816,137	-	-	-
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	1,654,273	-	-	-
92789 NERC Security for Substation	-	-	-	-	-
92790 Security Upgrade for Hill Building	-	-	-	-	-
92791 UCSC Expansion	-	-	-	-	-
92829 Work Order System	-	-	-	-	-
92834 Substation Capacity Upgrade - Erksine	5,570,000	827,322	4,742,678	-	-
92836 Overhead/Underground Training Facility	-	-	-	-	-
92840 Spare Autotransformer	-	-	-	-	-
92891 FY 2024-25 Vehicles & Equipment	-	-	-	-	-
92916 115kV Substation- Iola	-	-	-	-	-
92934 FY 2025-26 Vehicles and Equipment	-	-	-	-	-
92935 West Loop - Mackenzie to Northeast: 115 kV Line Rebuild	6,562,000	-	-	6,562,000	100.00
92936 West Loop - 115 kV Line Rebuild: Northeast – Dunbar	8,550,000	-	-	8,550,000	100.00
92937 West Loop - Vicksburg to Red Raider: 69/115 kV Line Rebuild	465,000	-	-	465,000	100.00
92938 345kV-115kV Substation- Alcove	19,500,000	-	-	19,500,000	100.00
92939 West Loop - 115 kV Line Reconstructor - Thompson – Vicksburg	1,320,000	-	-	1,320,000	100.00
92940 West Loop - 115 kV Lines - Alcove Tie-In	15,000,000	-	-	15,000,000	100.00
92941 Texas Tech Feeders	-	-	-	-	-
92942 Substation Rebuild - Posey T2 Replacement	8,465,890	-	-	8,465,890	100.00
92951 Citizens Tower 5th Floor Renovation	-	-	-	-	-
	\$ 96,762,078	\$ 28,134,784	\$ 5,462,678	\$ 63,164,616	65.28

**Lubbock Power and Light
Capital Program - Unaudited
Management Report
February 28, 2026**

Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning	480,000	393,546	-	86,454	18.01
8688 Smart Meter Texas Integration	774,520	672,808	-	101,713	13.13
8707 Substation Arcflash Study	450,000	322,983	-	127,017	28.23
8711 Learning Management System	68,000	-	-	68,000	100.00
92331 Fiberoptic Communications	365,000	-	-	365,000	100.00
92484 Substation Upgrades	-	-	-	-	-
92537 GIS Software Upgrades and Interfaces	4,537,000	429,473	284,400	3,823,127	84.27
92605 Operations System Upgrades	4,765,000	2,069,620	390,610	2,304,771	48.37
92683 FY 2020-24 Service Distribution Meters	3,043,500	1,494,568	2,756	1,546,176	50.80
92684 FY 2020-24 Distribution Transformers	17,075,000	11,858,219	983,038	4,233,743	24.79
92685 FY 2020-24 Distribution System Upgrade	21,085,000	14,760,637	1,058,149	5,266,215	24.98
92686 FY 2020-24 Overhead Lines	12,690,500	10,962,246	-	1,728,254	13.62
92687 FY 2020-24 Street Lights	5,727,100	4,522,766	-	1,204,334	21.03
92688 FY 2020-24 Underground Distribution	20,587,000	17,378,162	-	3,208,838	15.59
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	5,340,984	562,384	1,161,632	16.44
92733 DNV-GL Cascade Upgrades	255,000	249,228	-	5,772	2.26
92788 4kV Distribution Conversion	6,319,000	2,367,071	-	3,951,929	62.54
92789 NERC Security for Substation	600,000	218,404	128,760	252,836	42.14
92790 Security Upgrade for Hill Building	290,000	71,804	25,402	192,795	66.48
92791 UCSC Expansion	138,000	83,406	-	54,594	39.56
92829 Work Order System	500,000	-	-	500,000	100.00
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	652,335	4,117,665	86.32
92836 Overhead/Underground Training Facility	995,000	704,262	74,008	216,730	21.78
92840 Spare Autotransformer	75,000	12,387	-	62,613	83.48
92891 FY 2024-25 Vehicles & Equipment	2,340,000	2,317,071	-	22,929	0.98
92916 115kV Substation- Iola	4,950,000	-	-	4,950,000	100.00
92934 FY 2025-26 Vehicles and Equipment	1,743,000	128,999	1,068,000	546,001	31.33
92935 West Loop - Mackenzie to Northeast: 115 kV Line Rebuild	-	-	-	-	-
92936 West Loop - 115 kV Line Rebuild: Northeast – Dunbar	-	-	-	-	-
92937 West Loop - Vicksburg to Red Raider: 69/115 kV Line Rebuild	-	-	-	-	-
92938 345kV-115kV Substation- Alcove	-	-	-	-	-
92939 West Loop - 115 kV Line Reconductor - Thompson – Vicksburg	-	-	-	-	-
92940 West Loop - 115 kV Lines - Alcove Tie-In	-	-	-	-	-
92941 Texas Tech Feeders	2,500,000	284,856	-	2,215,144	88.61
92942 Substation Rebuild - Posey T2 Replacement	1,034,110	-	-	1,034,110	100.00
92951 Citizens Tower 5th Floor Renovation	150,000	-	-	150,000	100.00
	\$ 125,371,730	\$ 76,643,497	\$ 5,229,841	\$ 43,498,393	34.70

7141-23-ELD LP&L Supplier Agreement for Electric Utility Equipment
2026- March Order

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21115600	ANIXTER INC KBS ELECTRICAL	3/5/2026	\$80,323.75	4/0 AWG 25KV FULL CON. NEUTRAL, Fiber Glass Pedestal, Meter Pedestal Support	Warehouse
21115601	DISTRIBUTORS, INC KBS ELECTRICAL	3/5/2026	\$5,600.00	4" FLEXIBLE RED DUCT	Warehouse
21115602	DISTRIBUTORS, INC	3/5/2026	\$7,260.00	1/0 600V WIRE 500 FT	Warehouse
21115603	ANIXTER INC	3/5/2026	\$11,628.00	4IN. PVC CONDUIT	Warehouse
21115604	TECHLINE INC	3/5/2026	\$13,996.50	10 FT CROSS ARM 480 Volt LED Luminaire, 40ft CL4 Creosated	Warehouse
21115605	ANIXTER INC KBS ELECTRICAL	3/5/2026	\$56,154.00	Pole 28 KV POLYMER DEAD END, 1/2" Strandvise	Warehouse
21115606	DISTRIBUTORS, INC	3/5/2026	\$11,028.00	Short Bail	Warehouse
21404429	TECHLINE INC	3/12/2026	\$26,542.00	VARCORDER KIT	92685
21115646	ANIXTER INC	3/16/2026	\$8,808.00	TERMINAL FOR ARRESTERS, #4 Triplex 3/4INX10FT ANCHOR ROD, Ground Rod, Loop	Warehouse
21115647	TECHLINE INC KBS ELECTRICAL	3/16/2026	\$82,415.00	Pole 45, Residential Street Light	Warehouse
21115648	DISTRIBUTORS, INC	3/16/2026	\$5,460.00	500 MCM MULTIBAR 40ft CL4 Creosated Pole, pole stabilizer, 18"	Warehouse
21115678	ANIXTER INC KBS ELECTRICAL	3/25/2026	\$39,576.00	clvrlf standoff bracket	Warehouse
21115679	DISTRIBUTORS, INC	3/25/2026	\$7,530.00	NO. 2 600V WIRE 500	Warehouse
21115680	TECHLINE INC	3/25/2026	\$181,995.00	AIR SWITCH 25KV 600A, 10' Air Switch, 12' Air Switch	Warehouse
			\$538,316.25		



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 21, 2026

Summary:

Consider a resolution authorizing the Chief Administrative Officer to request the Public Utility Commission of Texas (PUC) to designate a Provider of Last Resort (POLR) to align with statewide POLR processes for Texas utilities.

Background/Discussion:

When LP&L entered the retail market, LP&L appointed its own POLR because the PUC did not have the authority to do so. LP&L sought a rule change to allow LP&L the option to participate in the PUC POLR designation process.

Recommendation:

Staff recommends that the Chief Administrative Officer or his designee be authorized to request that LP&L be placed in the POLR designation process undertaken by the PUC, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, the Public Utility Commission of Texas (PUC) regulates the process to select and designation of Providers of Last Resort (POLR) in the retail market;

WHEREAS, LP&L transitioned the remainder of its load into ERCOT in December 2023, and at the time of the integration to the retail market in March 2024, LP&L was not able to request the PUC to designate the POLR;

WHEREAS, upon officially entering into retail market, LP&L and City Council of Lubbock entered into its Initial Designation of and Agreement with Provider of Last Resort effective February 28, 2023 by EUB Resolution No. 2023-R0010 and CC Resolution No. 2023-R0113.

WHEREAS, LP&L now seeks to authorize the Chief Administrative Officer or his designee allow LP&L to opt in to the PUC POLR designation process for LP&L service territory to better align with market processes;

WHEREAS, as a result, LP&L staff recommends to the Electric Utility Board that authorize the Chief Administrative Officer to request the PUC to designate a POLR for Lubbock ratepayers; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Chief Administrative Officer or his designee BE and is HEREBY AUTHORIZED to request the PUC to designate a POLR for Lubbock ratepayers.

Passed by the Electric Utility Board this 21st day of April, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 21, 2026

Summary:

Consider a resolution authorizing the Chief Administrative Officer or his designee to execute Master Services Agreement (MSA), by and between the City of Lubbock, acting by and through LP&L, and NovaSync LLC, Request for Proposal (RFP) 7102-26-ELD, LP&L Governance, Risk, and Compliance (GRC) Management Software Solution.

Background/Discussion:

LP&L is responsible for maintaining compliance with North American Electric Reliability Corporation (NERC) reliability standards, ERCOT nodal protocols and operating guides, and Public Utility Commission of Texas (PUCT) rules. Achieving and demonstrating compliance requires consistent, traceable, and audit-ready documentation across multiple regulatory frameworks.

To date, LP&L has managed reliability compliance through largely manual and compartmentalized processes addressing NERC and state requirements independently. While functional, this approach has created inefficiencies and challenges in sustaining audit readiness under increasingly rigorous regulatory expectations.

The GRC platform will establish a centralized, automated system for managing compliance activities, control documentation, evidence management, and audit processes. It will serve as a single source of truth for compliance administrators, subject matter experts, and management staff, improving transparency and collaboration across LP&L. The professional services agreement includes:

- Platform configuration and customization for NERC, ERCOT, and PUCT standards.
- Migration of existing controls and documents into the system.
- Automated workflows for compliance tracking, control assignments, and version control.
- Training and onboarding for end users across departments.

Implementation of this solution will streamline compliance workflows, enhance documentation accuracy and traceability, and strengthen audit defensibility. This investment marks a key step forward in LP&L's compliance program maturity, supporting sustainable compliance and operational reliability.

This agreement has a not-to-exceed amount of \$675,000.00 with an initial term of five (5) years. Additionally, a change order of up to 25% of the NTE may be authorized by the Chief Administrative Officer, notwithstanding his purchasing authority.

A proposal evaluation committee was established to evaluate and rank the firms based on the following five (5) categories: 30 points, system features to include technical specifications/system requirements; 20 points, offeror qualifications; 15 points, cyber security; 10 points, training timeline and support; and 10 points, cost.

Two (2) offerors responded to the RFP. LP&L invited both companies for an interview to submit and demonstrate their competence, experience, and qualifications for their firm in providing these services.

The committee ranked the companies as follows:

NovaSync	93.6 points
AssurX	86.5 points

Fiscal Impact:

A total of \$4,765,000.00 is appropriated and \$2,304,770.54 is available in account number 92605 (Operations System Upgrades) and is available to fund the \$375,000.00 implementation of this project. The future annual maintenance costs of the remaining \$300,000.00 will be split among various cost centers.

Recommendation:

Staff recommends award of MSA, for professional services for RFP 7102-26-ELD, LP&L GRC Management Software Solution, to **NovaSync LLC of Provo, Utah** with a not-to-exceed amount of **\$675,000.00** for a five (5) year term, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
April 21, 2026**

Capital Project Number: 92605
Capital Project Name: Operations System Upgrades

Total Appropriation		\$ 4,765,000
Expended		
	<i>Contract or PO Number</i>	
Inventory/Warehouse		\$ (2,968)
P - Card		(4,698)
ACS		(1,564,985)
Computex		(7,306)
Carahsoft Technology		(1,024)
CTE Networking		(6,539)
Anixter		(258)
Principle Services		(3,729)
Network Perception		(9,600)
Dell Marketing		(145,007)
SHI Government Solutions		(380,865)
ERCOT		(67,883)
Alchemy Technology		(13,473)
Expended to Date		\$ (2,208,336)
Encumbered		
	<i>Contract or PO Number</i>	
Minsait ACS - Prism Upgrade	21404045	\$ (223,165)
SHI - Software	21404419	(28,729)
Encumbered to Date		\$ (251,894)
Agenda Item April 21, 2026		
	<i>Contract or PO Number</i>	
NovaSync - GRC Management Software		\$ (375,000)
SHI Government Solutions		(457,062)
Agenda Items for Consideration		\$ (832,062)
Estimated Costs for Remaining Appropriation		
Foxguard Patch Source		\$ (138,716)
ADMS Replacement Consulting		(350,000)
ADMS Implementation		(1,288,916)
ADMS Project Contingency		(70,076)
Estimated Costs for Remaining Appropriation		\$ (1,847,708)
Remaining Appropriation		\$ -

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, LP&L and NovaSync seek to enter into a contract for services relating to Governance, Risk, and Compliance (GRC) management software solution system to support compliance with NERC reliability standards, ERCOT Nodal Protocols/Nodal Operating Guides, and Texas PUCT rules (“Services”);

WHEREAS, LP&L and NovaSync seek to enter into an agreement for fair and reasonable compensation; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the LP&L Chief Administrative Officer or his designee, BE and is hereby authorized and directed to execute, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, this Professional Services Agreement with NovaSync, as attached hereto and incorporated herein, and any documents related thereto.

Passed by the Electric Utility Board this 21st day of April, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

Agreement resulting in an increase of consideration exceeding the Chief Administrative Officer's purchasing authority must be approved by LP&L's Electric Utility Board.

ARTICLE II. SERVICES AND COMPENSATION

A. Company shall conduct all Activities as set forth in the Scope of Services detailed below in Exhibit "A" (the "Services").

B. Company shall complete the Services and receive compensation as described in Exhibit B. Company shall invoice LP&L monthly in an amount equal to actual hours of Services furnished multiplied by the current billing rate of the Company. LP&L shall pay invoices within thirty (30) days of receipt by LP&L less than any disputed amounts. Chief Administrative Officer or his designee may, in his or her discretion, authorize a new Exhibit A no more than once a fiscal or calendar year, so long as the amount of the consideration payable hereunder does not exceed the Not-to-Exceed of this Agreement.

LP&L shall have the right, from time to time, to make changes in or additions to the scope of the Work by giving written notice to NovaSync ("Change Order"), and NovaSync agrees to comply with such changes. If such changes cause a material increase or decrease in NovaSync's cost or in the time for performance of the Work, an equitable adjustment in the price and time for performance shall be made, and the applicable Statement of Work shall be supplemented in writing accordingly. Any claims for adjustment must be asserted by NovaSync in writing within thirty (30) days after LP&L gives notice of the change. NovaSync shall not make any changes in the scope of the Work without the prior written approval of LP&L.

C. The total sum to be paid here under shall not exceed, in any circumstance, the sum of Six Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00).

D. **Tax-Exempt Entity.** Company understands that LP&L is a tax-exempt entity and, as such, shall not be responsible for any applicable taxes to Company.

ARTICLE III. TERMINATION

A. **General.** LP&L may terminate this Contract, for any reason or for convenience, upon thirty (30) days' written notice to Company. In the event this Agreement is so terminated, LP&L

shall only pay Company for pro-rated Services performed by Company up to the date Company is deemed to have received notice of termination.

B. **Material Breach.** Any failure by Company to provide adequate services shall constitute a material breach. If Company fails to cure within 30 business days of receiving written notice of the breach, Company shall owe a full refund to LP&L, in addition to any other equitable remedies available at law.

C. **Termination and Remedies.** In the event Company breaches any term and/or provision of this Contract, LP&L shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

LP&L reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek all forms of relief in a court of competent jurisdiction. Further, LP&L shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. **Existence.** Company is a sole proprietor duly organized, and validly existing, and is in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. **Power.** Company has the power and authority to enter into and perform this Contract in accordance with the terms hereof, and to lawfully perform all activities contemplated hereby.

C. **Authorization.** Execution, delivery and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all requisite action on the part of Company. This Contract constitutes legal, valid, and binding obligations of the Company and is enforceable in accordance with the terms hereof.

D. **Consultant.** Company maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules and regulations, both state and federal, including, without limitation, the applicable laws, regarding the Activities contemplated hereby.

E. **Performance.** Company shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional consulting services, and shall comply with all applicable laws, rules, and regulations, both state and federal, relating to professional consulting services, as contemplated hereby.

F. **Use of Copyrighted Material.** Company represents and warrants that any materials provided by Company for use by LP&L pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. Company shall be solely responsible for ensuring that any materials provided by Company pursuant to this Contract satisfy this requirement. Without limiting the general nature of Article X, below, Company shall defend and indemnify and hold LP&L and the City of Lubbock (“City”), its elected and appointed officials, officers, agents and employees, harmless from any and all liability, loss, damage or claim of any kind or nature, including attorney’s fees and other costs of litigation, related to Company’s failure to perform this duty or breach hereof. The indemnity obligations provided herein shall survive the termination or expiration of this Agreement.

ARTICLE VI. INDEPENDENT CONTRACTOR STATUS

Company and LP&L agree that Company shall perform the duties under this Agreement as an independent contractor and shall be considered an independent contractor under this Agreement and/or in its activities hereunder for all purposes. Company has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the

Services under this Agreement, Company and Company's employees and/or approved sub-contractors, will not be considered, for any purpose, employees or agents of LP&L and/or the City of Lubbock within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, pension and health care benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VII. RETAINING OF CONSULTANTS AND SUBCONTRACTORS

Subject to the terms of this Agreement, Company may retain consultants, sub-contractors, or other third parties (collectively referred to herein as "Sub-contractors") to perform certain duties on behalf of Company, as outlined in Exhibit "A", attached hereto and incorporated herein by reference, provided that LP&L gives prior written approval of each such Sub-contractor. Company shall remain fully responsible to LP&L for the performance of all Services under this Agreement, regardless of the use or approval of any Sub-contractor. The retention of any Sub-contractor shall in no way relieve Company of its obligations under this Contract, and Company shall be liable for all acts and omissions of its Sub-contractors as if they were the acts and omissions of Company. Company shall require all Sub-contractors to carry insurance coverage equivalent to that required of Company under this Agreement and shall ensure that such insurance names both the City of Lubbock (as further defined in Article VIII below) and Company as additional insureds. Company shall provide LP&L with proof of such coverage prior to the commencement of any work by the Sub-contractor.

ARTICLE VIII. INSURANCE

Company shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Company shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-consultant of Company to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional

liability, automobile liability coverage for any auto with insurance carriers admitted to do business in the state of Texas, employer's liability, and workers compensation coverage. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury, Contractual Liability coverage, Fire Damage (any one fire), and Medical Expense (any one person). The insurance companies must carry an A.M. Best's Rating of A- or better. The policies will be written subject to the following minimum limits of liability:

Commercial General Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00
Professional Liability:	
Per Occurrence Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00
Worker's Compensation	
Per Occurrence Single Limit:	Statutory
Employer Liability	
(Required with W.C.)	\$1,000,000.00
Cyber Liability	\$1,000,000.00
Technology Errors and Omissions:	\$1,000,000.00

Company shall further cause any approved Sub-contractor to procure and carry the identical insurance coverage, and for the term, required of Company herein, protecting City against losses caused by the professional negligence of the approved Sub-Company. The City shall be listed as a primary and noncontributory additional insured with respect to Commercial General Liability policy, including products-completed operations/OP AGG, personal and advertising injury, contractual liability coverage, fire damage, and medical expenses for any one person, for Employer's Liability, for Automobile liability, and for Worker's Compensation. The City shall be granted a waiver of subrogation for the commercial general liability, automobile liability and worker's compensation policies. Company shall provide a Certificate of Insurance to the City as evidence of coverage.

Company shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Company shall maintain said coverage throughout the term of the Agreement and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the Company maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Company or any Sub-Consultant on the job with limits of at least \$500,000.00. The Company shall also have Employers Liability Insurance with limits of \$1,000,000.00. A copy of the waiver of subrogation attached to the policy shall be included in the Certificate. Any termination of workers' compensation insurance coverage by Company or any cancellation or non-renewal of workers' compensation insurance coverage for the Company shall be a material breach of the contract.

The Certificate shall provide 30 days' written notice of cancellation, and ten (10) days' written notice for non-payment. If at any time during the life of the Agreement or any extension hereof, Company fails to maintain the required insurance in full force and effect, Company shall be in breach hereof and all work under the Agreement shall be discontinued immediately. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

Notwithstanding anything contained herein, to the contrary, all insurance required herein shall be maintained at Company's (and approved Sub-contractors, as applicable) sole cost and expense.

ARTICLE IX. CONFIDENTIALITY

Company shall retain all information received from or concerning or related in any way to LP&L and LP&L's business in strict confidence and shall not reveal such information to third parties without prior written consent of LP&L, unless otherwise required by law. The previously signed Non-Disclosure Agreement between the parties remains in force for the duration of this Agreement.

ARTICLE X. INDEMNITY

COMPANY SHALL INDEMNIFY AND SAVE HARMLESS LP&L, THE CITY, AND THEIR ELECTED AND APPOINTED OFFICIALS, OFFICERS, ATTORNEYS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS, OF ANY KIND OR TYPE, OF COMPANY, ITS AGENTS, EMPLOYEES, AND/OR SUB-CONTRACTORS, OR ANY OTHER PARTY OR ENTITY OVER WHICH COMPANY EXERCISES CONTROL, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OF LUBBOCK OWNED PROPERTY. THE INDEMNITY OBLIGATIONS PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE CITY OF LUBBOCK'S (ACTING BY AND THROUGH LP&L) AUTHORITY TO INDEMNIFY AND HOLD HARMLESS ANY THIRD PARTY IS GOVERNED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION, AND ANY PROVISION THAT PURPORTS TO REQUIRE INDEMNIFICATION BY THE CITY IS INVALID. NOTHING IN THIS AGREEMENT REQUIRES THAT THE CITY INCUR DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS

Company shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XII. NOTICE

A. **General.** Whenever notice from Company to LP&L or LP&L to Company is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) telephonic facsimile or email delivery (in which case such notice shall be effective upon date stated in the delivery confirmation); (3) delivered by over-night service by a nationally recognized courier (in which case notice shall be effective one (1) day following deposit with courier); and (4) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third (3rd) business day after such notice is so deposited.

B. **Company's Address.** Company's address and numbers for the purposes of this notice are:

NovaSync LLC
Brent Castagnetto
250 West Center St, Suite 111
Provo, UT 84601

C. **LP&L's Address.** LP&L's address and numbers for the purposes of notice are:

Lubbock Power & Light
Attn: Rachel Hendrix
1314 Avenue K
5th Floor
Lubbock, TX 79401
Email: rhendrix@mylubbock.us
Telephone: (806) 775-3532

D. **Change of Address.** Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Contract, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIII. LP&L-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. LP&L may furnish Company non-confidential studies, reports and other available data in the possession of LP&L pertinent to Company's Services for the performance of Company's Services under this Contract (the "Provided Data"). Company shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XIV. CYBERSECURITY AND DATA PRIVACY

A. Cybersecurity Warranty. Company hereby warrants, to the full extent of its knowledge and ability, that there has been no material security breach or material compromise of or relating to any of the Company's information technology and computer systems, networks, hardware, software, data (including data of their respective customers, employees, suppliers, Companies, consultants, sub-consultants, and any third party data maintained by or on behalf of them), equipment or technology (collectively "IT Systems and Data") and Company has not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any material security breach or other material compromise of their IT Systems and data.

To the extent required by law, in accordance with Section 2054.138 of the Texas Government Code, Company certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Company's compliance with the required controls. Company also, to the extent required by applicable law, represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Statutory Compliance. Company further warrants it is presently in compliance with all applicable laws, statutes, judgments, orders, rules and regulations of any court, governmental, or regulatory authority, internal policies, and contractual obligations relating to the privacy and security of IT Systems and Data, and to the protection of IT Systems and Data

from unauthorized use, access, misappropriation, or modification, except as would not, in the case of this Article XIV, individually or in the aggregate, result in a materially adverse effect.

C. Data Breach Notification. In the event of a Data Breach or Data Incident, Company shall (i) notify LP&L of a Data Breach as soon as practicable, but no later than 24 hours after Company becomes aware of the Data Breach and (ii) notify LP&L of a Data Incident promptly after Company determines that the Data Incident did not rise to the level of a Data Breach. Immediately following the Company's notification to LP&L of a Data Breach, Company and LP&L shall coordinate to investigate the Data Breach. Company shall bear all costs and expenses of the investigation and reporting of Data Breach caused by Company, and shall cooperate with LP&L's personnel, including any insurance carriers to which LP&L reports the incident, fully, including, without limitation, by providing access to LP&L and/or its personnel or carriers, to relevant records, logs, files, data reporting or other materials requested. Company expressly agrees that it shall not inform any third party, including law enforcement, consumer reporting agencies, or affected employees or consumers, of any Data Breach without first notifying LP&L, other than to inform a complainant that the matter has been forwarded to LP&L's counsel. LP&L shall have the sole right to determine whether notice of the Data Breach shall be reported to third parties, including law enforcement, consumer reporting agencies or as otherwise required, and LP&L shall have the sole discretion over the contents of any such notice. Company shall undertake any instructed notice at its sole expense.

D. Audit Rights. LP&L shall have the right to conduct cybersecurity audits of the Company's systems, processes, and controls as they pertain to the services provided under this Agreement using an approved third-party auditor. These audits aim to ensure the security, confidentiality, and integrity of the data and systems involved in the performance of this Agreement.

- i. **Audit Scope:** The cybersecurity audit shall encompass the following areas data protection measures, access controls, encryption, incident response procedures, and compliance with relevant cybersecurity standards or regulations. The audit will be

- conducted using industry-recognized cybersecurity frameworks and best practices, as well as any security requirements outlined in this Agreement.
- ii. **Audit Access:** Company agrees to provide LP&L or its designated representatives with access to relevant systems, networks, logs, and documentation necessary for the audit. This includes providing the necessary technical information and facilitating any required on-site or remote assessments.
 - iii. **Audit Resolution:** Company or the auditor will provide LP&L with a written report detailing the audit findings, including any identified vulnerabilities, gaps, or areas of non-compliance. Company agrees to promptly address and remediate any identified cybersecurity issues in a timely manner. In the case of serious security risks, both parties will collaborate to implement immediate corrective actions.
 - iv. **Confidentiality:** Notwithstanding any conflicting laws and regulations, both parties acknowledge and agree to maintain the confidentiality of any sensitive or proprietary information shared during the audit process. Audit findings and communications shall be treated as confidential, with disclosure limited to those who need to know for the purpose of addressing identified cybersecurity concerns.

E. **Disaster Recovery.** Company further warrants it has implemented backup and disaster recovery technology consistent with current industry standards and practices. Any certificate signed by an officer of the Company and delivered to LP&L pursuant to or in connection with this Agreement shall be deemed to be a representation and warranty by the Company to LP&L as to the matters set forth therein

ARTICLE XIV. MISCELLANEOUS

A. **Captions.** The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. **Audit.** Company shall provide access to its books and records to LP&L. LP&L may audit, at its expense and during normal business hours, Company's books and records with respect to this Contract between Company and LP&L.

C. **Records.** Company shall maintain records that are necessary to substantiate the Services provided by Company.

D. **Assignability.** Company may not assign this Contract without the prior written approval of LP&L.

E. **Successor and Assigns.** This Contract binds and inures to the benefit of LP&L (and the City, as applicable) and Company, and in the case of LP&L and the City, their respective successors, legal representatives, and assigns, and in the case of Company, its permitted successors and assigns.

F. **Construction and Venue.**

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. **Severability.** If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. **Amendment.** No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by Company and LP&L.

I. **Entire Agreement.** This Contract, including all Exhibits attached hereto, contains the entire agreement between LP&L and Company, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. **No Joint Enterprise.** Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Company and LP&L.

K. **Notice of Waiver.** A waiver by either LP&L or Company of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

L. **Third Party Activities.** Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than LP&L and Company.

M. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding anything to the contrary, Force Majeure does not include any delay or inability to perform due to an outbreak of the novel coronavirus (COVID-19). In the event a party claims excuse under Force Majeure as provided herein, each party agrees to make a good faith effort to perform its obligations hereunder.

N. **Non-Appropriation.** All funds for payment by LP&L under this Contract are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Contract, LP&L will terminate the Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Company on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this Contract beyond the Non-Appropriation Date.

O. **Non-Boycott of Israel.** Company hereby warrants that it is in compliance with Chapter 2271, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.

P. **Texas Public Information Act.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Company agrees that the Agreement can be terminated if Company knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this Agreement, Company agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the Agreement; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the Agreement, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

Q. **Ownership Representation and Warranty.** To the extent Chapter 2275, Texas Government Code applies to this Agreement, Company represents and warrants that it is not, and during the term of this Agreement will not be (1) owned by or the majority of stock or other ownership interest of Company, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2275.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code. Company warrants and represents that LP&L's Agreement with Company therefore does not and will not violate Texas Government Code Section 2275.0101, et seq.

R. **Non-Discrimination against Firearm Entities/Trade Associations.** Company hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

S. **Non-Boycott of Energy Companies.** Company hereby warrants that it is in compliance with Chapter 2276, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.

T. **Disclosure of Interested Parties.** To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Company shall submit a disclosure of Interested Parties (“Disclosure Form”) to LP&L (to the attention of LP&L’s Purchasing Department) at the time Company submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas Ethics Commission from time to time. If Company has not submitted a Disclosure Form pursuant to this section, Company represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.

U. **Conflict of Terms.** In the event of a conflict between the terms of this Agreement and any attached Exhibits, Statements of Work, Terms and Conditions, or Appendices, the terms of this Agreement shall control.

EXECUTED as of the Effective Date hereof.

**CITY OF LUBBOCK, acting by and
through Lubbock Power & Light**

Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:

Tina Cooper, Chief Compliance Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

NovaSync Systems Inc.

By:  _____

Name: Brent Castagnetto

Title: Vice President, Business Development

Scope of Work

Provide the City of Lubbock, acting through Lubbock Power and Light (LP&L) a Governance, Risk, and Compliance (GRC) management software solution to support compliance with NERC reliability standards, ERCOT Nodal Protocols/Nodal Operating Guides, and Texas PUCT rules. This solution will centralize and automate compliance activities, documentation, evidence management, and audit processes for LP&L.

The solution will be implemented for use by compliance personnel, subject matter experts, and management staff – supporting at least five administrators and forty users across LP&L. The GRC solution will streamline compliance workflows, enhance documentation accuracy, and improve audit readiness, as detailed in Exhibit A: Specifications.

Exhibit A: Specifications

Specifications
Architecture
On premise implementation plan for GRC solution
Turnkey recommended hardware (type, specifications, quantities)
Turnkey installation and configuration support services
Detailed maintenance plan (preventative maintenance, support)
Warranty coverage (duration and scope)
Detailed Repair/replacement process
Detailed turnkey hardware pricing provided as separate line item
System Features
Single dashboard for NERC, ERCOT, and PUCT compliance activities
Role-based dashboards and access controls
Document and Evidence Management
Task Scheduling with configurable and automated notification, alerting, and escalation
Internal Controls and Risk management
Audit Management
NERC RSAW automation

Configurable and custom report generation
Preconfigured and customizable workflows (supporting at least 20)
Integration capabilities with Microsoft 365, Cascade, eLogger, and other key utility software (supporting at least 5 integrations)
Cybersecurity
Access & Training management
Asset Management
Patch & Change Management
Supply Chain Risk Management
Transient Cyber Asset & Removable Media Management
Training
Training for both end users and system administrators
Ongoing technical support



NovaSync 2025 – 2029 Rate Sheet

Project Management	2025	2026	2027	2028	2029
Account Manager	\$250	\$258	\$265	\$273	\$281
Senior Project Manager	\$225	\$232	\$239	\$246	\$253
Junior Project Manager	\$200	\$206	\$212	\$219	\$225
Implementation					
Implementation Lead	\$250	\$258	\$265	\$273	\$281
Senior Implementer	\$225	\$232	\$239	\$246	\$253
Junior Implementer	\$200	\$206	\$212	\$219	\$225
Development					
Development Lead	\$250	\$258	\$265	\$273	\$281
Senior Developer	\$225	\$232	\$239	\$246	\$253
Junior Developer	\$200	\$206	\$212	\$219	\$225



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 21, 2026

Summary:

Consider a resolution authorizing the Purchasing Manager or his designee to execute a Purchase Order by and between the City of Lubbock, acting by and through LP&L, and SHI Government Solutions, utilizing The Texas Department of Information Resources (DIR) contract DIR-CPO-5792, for the purchase of Dell PowerEdge servers, Dell PowerStore storage, and associated infrastructure.

Background/Discussion:

LP&L is executing a planned upgrade of its operational technology (OT) systems and supporting infrastructure as part of the Operations Systems Upgrade project. This effort supports continued compliance with North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) standards, including but not limited to CIP-004 (Personnel & Training), CIP-006 (Physical Security), CIP-007 (System Security Management), CIP-008 (Incident Response), CIP-009 (Recovery Plans), CIP-010 (Configuration Change Management), and CIP-011 (Information Protection).

The proposed purchase includes Dell PowerEdge R760XD2 servers and Dell PowerStore storage systems that will host LP&L's virtualized ESXi environment supporting critical cybersecurity and operational applications within the Electronic Security Perimeter (ESP) and Demilitarized Zone (DMZ). This particular server is for the Disaster Recovery (DR/Backup) site that will complete full redundancy between the primary and backup control centers.

These systems will support key applications including, but not limited to:

- Industrial Defender (EACMS)
- SentinelOne (Endpoint Protection)
- TxOne security platform
- THOR Asgard analysis and management tools
- Backup and recovery systems aligned with CIP-009 requirements
- Physical Access Control Systems (PACS) and supporting infrastructure
- GRC Compliance Platform

The deployment of this infrastructure will:

- Modernize LP&L's OT compute and storage environment
- Improve system performance, scalability, and reliability
- Enhance cybersecurity monitoring, detection, and response capabilities
- Strengthen compliance with NERC CIP requirements through improved system segmentation, logging, patching, and recovery capabilities
- Support centralized management of critical cybersecurity tools within a controlled and auditable environment

This investment replaces aging infrastructure and reduces operational risk associated with legacy systems, while establishing a scalable platform to support future compliance and operational needs.

Fiscal Impact:

A total of **\$4,765,000.00** is appropriated and **\$2,304,770.54** is available in account number **92605 (Operations Systems Upgrade)** for this purpose.

Recommendation:

Staff recommends approval of the purchase through SHI Government Solutions of Austin, Texas, utilizing the Texas DIR-CPO-5792 contract, in the amount of **\$457,062.35**, to support LP&L's Operations Systems Upgrade and NERC CIP compliance initiatives, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
April 21, 2026**

Capital Project Number: 92605
Capital Project Name: Operations System Upgrades

Total Appropriation	\$ 4,765,000
----------------------------	---------------------

Expended	<i>Contract or PO Number</i>	
Inventory/Warehouse		\$ (2,968)
P - Card		(4,698)
ACS		(1,564,985)
Computex		(7,306)
Carahsoft Technology		(1,024)
CTE Networking		(6,539)
Anixter		(258)
Principle Services		(3,729)
Network Perception		(9,600)
Dell Marketing		(145,007)
SHI Government Solutions		(380,865)
ERCOT		(67,883)
Alchemy Technology		(13,473)
Expended to Date		\$ (2,208,336)

Encumbered	<i>Contract or PO Number</i>	
Minsait ACS - Prism Upgrade	21404045	\$ (223,165)
SHI - Software	21404419	(28,729)
Encumbered to Date		\$ (251,894)

Agenda Item April 21, 2026	<i>Contract or PO Number</i>	
NovaSync - GRC Management Software		\$ (375,000)
SHI Government Solutions		(457,062)
Agenda Items for Consideration		\$ (832,062)

Estimated Costs for Remaining Appropriation	
Foxguard Patch Source	\$ (138,716)
ADMS Replacement Consulting	(350,000)
ADMS Implementation	(1,288,916)
ADMS Project Contingency	(70,076)
Estimated Costs for Remaining Appropriation	\$ (1,847,708)

Remaining Appropriation	\$ -
--------------------------------	-------------

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, the City of Lubbock, acting by and through Lubbock Power & Light, desires to award a quote to SHI Government Solutions of Austin, Texas, for Dell Servers and PowerStore storage (the “equipment”);

WHEREAS, pursuant to Section 16 of LP&L’s Purchasing Procedures, LP&L may make purchases through state or local Government contracts or cooperative purchasing agreements, including the Texas Department of Information Resources, as applicable with Board approval;

WHEREAS, this purchase was made through The Texas Department of Information Resources (DIR) contract DIR-CPO-5792;

WHEREAS, this purchase is allowed pursuant to the Cooperative Purchasing Provisions in LP&L’s Purchasing Procedures; NOW THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Purchasing Manager, BE and is hereby authorized and directed to execute, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), that certain Purchase Order by and between LP&L and SHI Government Solutions of Austin, Texas, regarding the Texas Department of Information Resources for the Equipment, and any documents related thereto.

Passed by the Electric Utility Board this 21st day of April, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrator Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 21, 2026

Summary:

Consider a resolution authorizing the Purchasing Manager or his designee to execute Purchase Order, by and between the City of Lubbock, acting by and through LP&L, and SHI Government Solutions of Austin, Texas, The Interlocal Purchasing System (TIPS) contract 24020301. This TIPS quote for \$127,071.25, will be for the Co-op substation security system which includes video surveillance systems, integrated access control, and supporting network infrastructure.

Background/Discussion:

The purpose of this contract is to purchase and install a security system including camera surveillance, access control, and network system components at LP&L's Co-op substation.

LP&L is continuing to enhance the security and compliance posture of its critical infrastructure. This project provides a comprehensive security solution at the Co-op Substation by installing video surveillance systems, integrated access control, and supporting network infrastructure. The site will be equipped with eight (8) cloud-connected Avigilon cameras providing full coverage of the fence line and interior areas. These feeds will provide notifications and be monitored from LP&L's Operations Center using edge storage and fiber-based connectivity.

Access control at each location will include card readers at the entry gate and service building, automated gate controls with ingress and egress devices, and fully integrated lock hardware and controllers. Network components, including Power of Ethernet (PoE) switches, fiber converters, and surge protection, will support secure operation and centralized oversight. The system will be restricted to authorized personnel and designed to meet operational and regulatory compliance needs. All equipment includes a one-year warranty, with optional support available beyond the initial term.

The purchase is made available through TIPS contract 24020301, Security Products and Services. Texas Local Government Code Chapter 271.083 and Texas Government Code Chapter 791.025 authorize such procurements through the TIPS program, meeting all competitive bidding requirements.

Fiscal Impact:

A total of **\$600,000.00** is appropriated and **\$250,247.58.00** is available in account number **92789 (NERC Security for Substation)** for this purpose.

Recommendation:

Staff recommends award of the TIPS contract 24020301, Security Products and Services, to **Enterprise Security Solutions of Texas Inc., of Justin, Texas** in the amount of **\$127,071.25**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
April 21, 2026**

Capital Project Number: 92789
 Capital Project Name: NERC Security for Substations

	Budget
Total Appropriation	\$ 600,000
<hr/>	
Expended	<i>Contract or PO Number</i>
Inventory Issue	\$ (2,395)
P-Card	(2,094)
Staff Time	(17,009)
ESST	(199,494)
Expended to Date	\$ (220,992)
<hr/>	
Encumbered	<i>Contract or PO Number</i>
ESST - Security Cameras	<i>21404343</i> \$ (128,760)
Encumbered to Date	\$ (128,760)
<hr/>	
Agenda Item April 21, 2026	<i>Contract or PO Number</i>
ESST - Coop Security	\$ (127,071)
Agenda Items for Consideration	\$ (127,071)
<hr/>	
Estimated Costs for Remaining Appropriation	
115KV Substation Security Cameras	\$ (123,176)
Estimated Costs for Remaining Appropriation	\$ (123,176)
<hr/>	
Remaining Appropriation	-

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, the City of Lubbock, acting by and through Lubbock Power & Light, desires to award a quote to Enterprise Security Solutions of Texas Inc., of Justin, Texas, for substation security system for Coop substation (the “Equipment”);

WHEREAS, pursuant to Section 16 of LP&L’s Purchasing Procedures, LP&L may make purchases through state or local Government contracts or cooperative purchasing agreements, including The Interlocal Purchasing System (TIPS), as applicable with Board approval;

WHEREAS, this purchase was made through TIPS, Contract 24020301 using the The Interlocal Purchasing System;

WHEREAS, this purchase is allowed pursuant to the Cooperative Purchasing Provisions in LP&L’s Purchasing Procedures; NOW THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Purchasing Manager, BE and is hereby authorized and directed to execute, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), that certain Purchase Order by and between LP&L and Enterprise Security Solutions of Texas Inc., of Justin, Texas, regarding TIPS Contract 24020301 for the Equipment, and any documents related thereto.

Passed by the Electric Utility Board this 21st day of April, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrator Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 21, 2026

Summary:

Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a Contract to Edko, LLC, of Lubbock, Texas, Request for Proposal (RFP) 7121-26-ELD, LP&L Vegetation Management Services - Annual Pricing, for an estimated annual cost of \$37,026.00. Contractor will provide vegetation management services for LP&L's substations, training yard and Municipal Hill location which includes, mowing, weed-eating and herbicide spraying.

Background/Discussion:

This RFP provides for comprehensive vegetation management at 40+ LP&L Substations, training yard, a portion of Municipal Hill, transmission and distribution right-of-way access locations, and other LP&L controlled locations as needed. The contractor will provide crews and equipment for mowing, weed-eating, herbicide spraying, removal of small brush, clearing vegetation around pads, drive lanes, and fire lanes, removing debris and overgrowth, and maintaining gravel pads free of vegetation monthly or as needed.

The contract term is one (1) year, beginning upon formal approval by the Electric Utility Board, with the option to renew annually for up to four (4) additional one-year terms. The estimated annual cost for these services is \$37,026.00. Edko will also be providing right of way access vegetation management services at a rate of \$65 per hour. LP&L does not guarantee any specific compensation or volume of work under this contract, as actual quantities will vary based on operational needs.

An evaluation committee was established to evaluate and rank the qualifications based on the following four (4) categories: price, 40 percent; offeror qualifications, 30 percent; adherence to specifications and terms & conditions, 20 percent; and safety record, 10 percent.

Three (3) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

	Score:
Edko, LLC	88.7
Asplundh	76.3
Green Plains Design	51.7

Fiscal Impact:

Funds are available in cost center **7417 (LP&L Distribution Substation)** and **7617 (LP&L Transmission Substation)** for this purpose and may also be utilized against other cost centers as needed.

Recommendation:

Staff recommends award of Request for Proposal (RFP) 7121-26-ELD, LP&L Vegetation Management

Services – Annual Pricing, to **Edko, LLC, of Lubbock, Texas** in the amount of **\$37,026.00 annually**, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock (“LP&L”); NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the City of Lubbock, acting by and through Lubbock Power & Light, award RFP #7121-26-ELD (the “Proposal”), seeks to enter into the project described as LP&L Vegetation Management Services – Annual Pricing, as more particularly described in the Proposal Documents (the “Services”), to Edko, LLC of Lubbock, Texas.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Lubbock Power & Light Chief Administrator Officer or his designee BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), that certain Contract for Vegetation Management Services – Annual Pricing, by and between LP&L and Edko, LLC regarding the Services as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 21st day of April, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrator Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

**LUBBOCK POWER & LIGHT
CONTRACT FOR SERVICES
VEGETATION MANAGEMENT SERVICES – ANNUAL PRICING**

THIS CONTRACT (“Contract” or “Agreement”) made and entered into this 21st day of April 2026, by and between the City of Lubbock, acting by and through Lubbock Power & Light (“Lubbock Power & Light” or “LP&L”), and Edko, LLC, a Texas limited liability company, authorized to do business in Texas (“Contractor”).

WITNESSETH:

WHEREAS, Lubbock Power & Light duly advertised for proposals for RFP 7121-26-ELD, LP&L Vegetation Management Services -Annual Pricing (“RFP”) and proposals were received and duly opened as required by law; and

WHEREAS, after careful consideration of the proposal submitted by Contractor, LP&L has determined that the execution of this Contract with said Contractor covering the purchase and execution of certain vegetation management services is in the best interest of LP&L and its rate payers.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with LP&L’s specifications and Contractor’s proposal, including without limitation, RFP 7121-26-ELD, LP&L Vegetation Management Services - Annual Pricing, Specifications, General Conditions, Insurance Requirements, and the Proposal (“Proposal Documents”), copies of which are attached hereto as “Exhibit A”, Contractor will deliver and provide to LP&L, LP&L Vegetation Management Services (“Services”), as more specifically referred to in the Proposal Documents and this Contract.
2. The Contractor shall deliver the Services in accordance with the Proposal Documents. This Contract shall be for a term of one (1) year, said date of term beginning upon formal approval hereof by LP&L. This Contract may be renewed for four (4), additional one (1) year terms under the same terms and conditions upon written agreement from both parties. The consideration provided herein shall be adjusted upward or downward for the renewal period at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At LP&L’s discretion, the effective change shall be based on either the local or national index average for all items. LP&L does not guarantee any specific amount of compensation, volume, minimum or maximum amount of Services under this Contract. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by the Proposal Documents. Actual usage may be more or less. Order quantities will be determined by actual need.
3. This Contract shall remain in effect until the expiration date hereof, or the expiration date of the renewal period, as applicable, or termination by LP&L upon a thirty (30) day written notice for any reason. Lubbock Power & Light reserves the right to award the canceled Services/Contract to the next lowest and best offeror under the RFP as it deems to be in the best interest of LP&L.
4. Contractor shall at all times be an independent contractor and not an agent or representative of LP&L. Contractor shall not represent that it is, or hold itself out as, an agent or representative of

LP&L. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of LP&L.

- 5. Contractor shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-Contractor of Contractor to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, automobile liability coverage for any auto with insurance carriers admitted to do business in the state of Texas, employer’s liability, and workers compensation coverage. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury, Contractual Liability coverages, Fire Damage (any one fire), and Medical Expense (any one person). The insurance companies must carry an A.M. Best’s Rating of A- or better. The policies will be written subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00

Automobile Liability:

Per Occurrence Single Limit:	\$1,000,000.00
------------------------------	----------------

Worker’s Compensation

Per Occurrence Single Limit:	Statutory
------------------------------	-----------

Employer Liability
(Required with W.C.)

	\$1,000,000.00
--	----------------

Pollution Protection

Per Claim:	\$1,000,000.00
CSL:	\$500,000.00

Contractor shall further cause any approved Sub-Contractor to procure and carry the identical insurance coverage, and for the term, required of Contractor herein, protecting City against losses caused by the professional negligence of the approved Sub-Contractor. The City shall be listed as a primary and noncontributory additional insured with respect to Commercial General Liability policy, including products-completed operations/OP AGG, personal and advertising injury, contractual liability coverages, fire damage, and medical expenses for any one person, for Employer’s Liability, for Automobile liability, and for Worker’s Compensation. The City shall be granted a waiver of subrogation for the commercial general liability, automobile liability and worker’s compensation policies. Contractor shall provide a Certificate of Insurance to the City as evidence of coverage.

Contractor shall elect to obtain workers’ compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the

Agreement and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Contractor or any Sub-Contractor on the job with limits of at least \$500,000.00. The Contractor shall also have Employers Liability Insurance with limits of \$1,000,000.00. A copy of the waiver of subrogation attached to the policy shall be included in the Certificate. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the Contractor shall be a material breach of the contract.

The Certificate shall provide 30 days' written notice of cancellation, and ten (10) days' written notice for non-payment. If at any time during the life of the Agreement or any extension hereof, Contractor fails to maintain the required insurance in full force and effect, Contractor shall be in breach hereof and all work under the Agreement shall be discontinued immediately. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. These provisions shall survive the termination or expiration of this Agreement.

Notwithstanding anything contained herein to the contrary, all insurance required herein shall be maintained at Contractor's (and approved Sub-Contractor's, as applicable) sole cost and expense.

Further requirements for the insurance are located in the Proposal Documents.

6. If at any time during this Contract or any extension hereof, the Contractor fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be a default hereunder, and in addition to the exercise of other rights and remedies available to LP&L, LP&L may immediately terminate this Contract without notice.
7. Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to any aspect of the Services. Contractor understands that LP&L is a tax-exempt entity and, as such, shall not be responsible for any applicable taxes to Contractor.
8. Neither LP&L nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
9. Upon default by Contractor, LP&L reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, LP&L shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Contract, this provision shall control. It is further understood that this Contract is to be construed under Texas law, and all obligations of the parties created by this Contract are performable in Lubbock County, Texas. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ANY ACTIVITY CONTEMPLATED HEREBY, SHALL LIE EXCLUSIVELY IN LUBBOCK COUNTY, TEXAS.

10. Whenever notice from Contractor to LP&L or LP&L to Contractor is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

Contractor's Address. Contractor's address and numbers for the purposes of notice are:

Edko, LLC
Attn: Paul Porter
Address: P.O. Box 53427, Lubbock, Texas 79453
Telephone: (806) 771-8033
Email: paul.porter@edkollc.com

LP&L's Address. LP&L's address and numbers for the purposes of notice are:

Lubbock Power & Light
Attn: Felix Orta
1314 Ave. K, 5th Floor
Lubbock, Texas 79401
Telephone: (806) 775-2701
E-mail: LPLContracts@mylubbock.us

11. At any time during the term of this Contract, or thereafter, LP&L, or a duly authorized audit representative of LP&L or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to the Services provided to LP&L under this Contract. In the event such an audit by LP&L reveals any errors or overpayments by LP&L, Contractor shall refund LP&L the full amount of such overpayments within thirty (30) days of such audit findings, or LP&L, at its option, reserves the right to deduct such amounts owing LP&L from any payments due Contractor.
12. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.
13. Contractor represents and warrants to LP&L that it is duly authorized to conduct business in the State of Texas and that the execution, delivery and performance of this Contract have been duly authorized by all requisite action on the part of Contractor. This Contract constitutes legal, valid and binding obligations of the Contractor and is enforceable in accordance with the terms hereof.
14. This Contract consists of the following documents attached hereto and made a part hereof: RFP 7121-26-ELD, LP&L Vegetation Management Services - Annual Pricing, Proposal, Specifications, Insurance Requirements, and the General Conditions ("Exhibit A"). In the event of a conflict between this Contract for Services and any other document made a part of this Contract, the terms of the Contract for Services shall prevail and control.
15. Contractor acknowledges by supplying any goods or services that the Contractor has read, fully understands and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and amendments. LP&L disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions provided by the Contractor, the terms and

conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. Contractor hereby warrants that it is in compliance with Chapter 2271, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.
17. All funds for payment by LP&L under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under this Agreement, LP&L will terminate this Agreement on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this Agreement beyond the Non-Appropriation Date.
18. CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS LP&L, THE CITY, AND THEIR ELECTED AND APPOINTED OFFICIALS, OFFICERS, ATTORNEYS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS, OF ANY KIND OR TYPE, OF CONTRACTOR, ITS AGENTS, EMPLOYEES, AND/OR SUB-CONTRACTORS, OR ANY OTHER PARTY OR ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OF LUBBOCK OWNED PROPERTY. THE INDEMNITY OBLIGATIONS PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE CITY OF LUBBOCK'S (ACTING BY AND THROUGH LP&L) AUTHORITY TO INDEMNIFY AND HOLD HARMLESS ANY THIRD PARTY IS GOVERNED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION, AND ANY PROVISION THAT PURPORTS TO REQUIRE INDEMNIFICATION BY THE CITY IS INVALID. NOTHING IN THIS AGREEMENT REQUIRES THAT THE CITY INCUR DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.

19. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.
20. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this Agreement, Contractor agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

21. To the extent Chapter 2275, Texas Government Code applies to this Agreement, Contractor represents and warrants that it is not, and during the term of this Agreement will not be (1) owned by or the majority of stock or other ownership interest of Contractor, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2275.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code. Contractor warrants and represents that LP&L's Agreement with Contractor therefore does not and will not violate Texas Government Code Section 2275.0101, *et seq.*
22. Contractor hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
23. Contractor hereby warrants that it is in compliance with Chapter 2276, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.
24. To the extent Section 2252.908 of the Texas Government Code applies to this Agreement, Contractor shall submit a disclosure of Interested Parties ("Disclosure Form") to LP&L (to the attention of LP&L's Purchasing Department) at the time Contractor submits the signed Agreement to LP&L. The Disclosure Form may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/> or other webpage as designated by the Texas Ethics Commission from time to time. If Contractor has not submitted a Disclosure Form pursuant to this section, Contractor represents and warrants that Section 2252.908 of the Texas Government Code does not apply to this Agreement.
25. This Contract, including all Exhibits attached hereto, contains the entire agreement between LP&L and Contractor, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein. In the event of a conflict between the terms of this Agreement and any attached Exhibits or Appendices, the terms of this Agreement shall control.

26. Conflict of Terms. In the event of a conflict between the terms of this Agreement and any attached Exhibits, Statements of Work, Terms and Conditions, or Appendices, the terms of this Agreement shall control.

SIGNATURE PAGE TO FOLLOW

CONTRACT NO. 712126

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LUBBOCK, ACTING BY AND THROUGH
LUBBOCK POWER & LIGHT

Joel Ivy, Director of Electric Utilities

APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

CONTRACTOR *Texas*
Edko, LLC, an ~~Indiana~~ limited liability
company

BY *Paul Porter*

Title: District Manager

Paul Porter

Print Name

P.O. Box 53427

Address

Lubbock, TX 79453

City, State, Zip Code

SUBMIT TO: LUBBOCK POWER & LIGHT BONFIRE PORTAL https://lpandl.bonfirehub.com/portal/?tab=openOpportunities			LUBBOCK POWER & LIGHT REQUEST FOR PROPOSAL 7121-26-ELD
Felix Orta Purchasing Manager Electric Utilities			
TEL: 806.775.2170 EMAIL: Forta@lpandl.com			
TITLE: LP&L Vegetation Management Services - Annual Pricing		SUBMITTAL DEADLINE: March 18, 2026, 2:00 P.M. CST	
PRE PROPOSAL DATE, TIME AND LOCATION: TEAMS pre-proposal conference meeting, February 18, 2026 at 10:00 A.M. CST. - Non-mandatory		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>	
RESPONDENT NAME: Edko, LLC	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.		
MAILING ADDRESS: P.O. Box 53427			
CITY - STATE - ZIP: Lubbock, TX 79453	LUBBOCK POWER & LIGHT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALTY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, LP&L RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF LP&L.		
TELEPHONE NO: (806) 771-8033	IT IS THE INTENT AND PURPOSE OF LUBBOCK POWER & LIGHT THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE OFFEROR'S RESPONSIBILITY TO ADVISE THE LUBBOCK POWER & LIGHT PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.		
FAX NO: (806) 687-6926			
E-MAIL: paul.porter@edkollc.com			
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 1-75-2349909-7			

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED.

An officer or employee of Lubbock Power & Light cannot benefit from any contract, job, work or service for the utility or be interested in the sale to Lubbock Power & Light of any supplies, equipment, material or articles purchased. Will any officer or employee of Lubbock Power & Light, or member of their immediate family, benefit from the award of this proposal to the above firm? YES NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING PROPOSAL FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED PROPOSAL FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE PROPOSAL FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to Lubbock Power & Light all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by Lubbock Power & Light. At Lubbock Power & Light's discretion, such assignment shall be made and become effective at the time Lubbock Power & Light tenders final payment to the Offeror.



 Authorized Signature
Paul Porter

 Print/Type Name

District Manager

 Title
03/17/2026

 Date

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

**LP&L Vegetation Management Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7121-26-ELD**

Checklist

Please ensure that you complete and submit the following documents and information to the Lubbock Power & Light Bonfire portal before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.

✓	Documents MUST be completed in blue or black ink or typed in. Signatures must be original, in blue or black ink, and by hand.			
✓	The Request for Proposal Form MUST be completed, page 4.			
✓	Clearly mark the RFP number, title, due date and time, and your company name and address on the proposal.			
✓	Submit one copy of the proposal. Each Offeror must submit an original signed proposal. <u>Electronic copy must be in PDF format</u>			
✓	Insurance Requirement Affidavit, page 18.			
✓	Complete the Non-Collusion Affidavit, page 19.			
✓	Completed and signed SUSPENSION AND DEBARMENT CERTIFICATION . Please include Company Federal TAX ID number or Social Security number, page 20.			
✓	State Law Verifications, page 21.			
✓	BULK POWER SYSTEM SOURCING DISCLOSURE FORM , page 23.			
✓	Proposal Form Exhibit A., page 33.			
✓	Offeror's Qualifications, page 34.			
✓	Safety Record Questionnaire, page 35.			
✓	Confirm Acceptance of LP&L's Terms and Conditions	YES	Yes	NO

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

Request for Proposal Form **MUST** be completed

Edko, LLC

Print Name of Company.

Paul Porter / (806) 790-1698


Contact Person/Phone

LP&L Vegetation Management Services - Annual Pricing
Lubbock Power & Light
RFP 7121-26-ELD

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Offeror
And Attached to Proposal Submittal

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Insurance Agent/Broker. If I am awarded this contract by Lubbock Power & Light, I will be able to, within ten (10) days after being notified of such award by Lubbock Power & Light, furnish a valid insurance certificate to LP&L meeting all of the requirements defined in this bid/proposal.


Offeror (Signature)

Paul Porter
Offeror (Print)

OFFEROR'S NAME: **Edko, LLC**
(Print or Type)

OFFEROR'S ADDRESS: **P.O. Box 53427**
Lubbock, TX 79453

Name of Agent/Broker: **Bryce Fochtman / Edgewood Partners Insurance Center, Inc.**

Address of Agent/Broker: **301 Grant Street, Suite 470**

City/State/Zip: **Pittsburgh, PA 15219**

Agent/Broker Telephone Number: (**412**) **226-5256**

Date: **03/17/2026**

NOTE TO OFFEROR
If the insurance requirement specified above is not met, LP&L has the right to reject this bid/proposal and award the contract to another Offeror. If you have any questions concerning these requirements, please submit your questions through Bonfire.

CITY OF LUBBOCK
NON-COLLUSION AFFIDAVIT

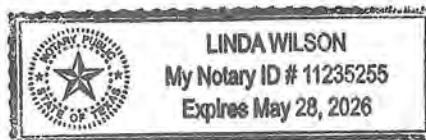
STATE OF TEXAS
§
LUBBOCK COUNTY

Paul Porter being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said Offeror has not directly induced or solicited any Offeror on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Offeror has not in any manner sought by collusion to secure to self an advantage over any other Offeror or Offerors.

Edko, LLC
NAME OF FIRM
Paul Porter
SIGNATURE OF OFFEROR
District Manager
TITLE

Subscribed and sworn to before me this 17th day of March, 2026

Linda Wilson
Notary Public in and for the State
of Texas residing at
7702 Grover Avenue



NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

SUSPENSION AND DEBARMENT CERTIFICATION

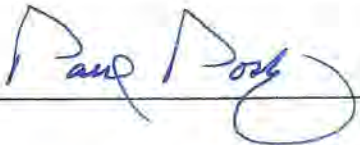
Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Offerors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: Edko, LLC Federal Tax ID # 1-75-2349909-7

Signature of Company Official: 

Date Signed: 03/17/2026

Printed name of company official signing above: Paul Porter

State Law Verifications

I, Paul Porter (Person name), the undersigned representative of (Company or Business name) Edko, LLC (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapters 2271, 2274 and 2276:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual may have with the City of Lubbock acting by and through Lubbock Power & Light.

Pursuant to Section 2271.001, Texas Government Code:

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

Furthermore, the company named above verifies that (1) it does not boycott energy companies; and (2) it will not boycott energy companies during the term of the contract with the City of Lubbock, acting by and through Lubbock Power & Light.

Pursuant to Section 2276, 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).

Furthermore, the company named above verifies that (1) it 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 with the City of Lubbock, acting by and through Lubbock Power & Light, against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
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 associations that exists to make a profit. The term does not include a sole proprietorship.
3. "Discriminate against a firearm entity or firearm trade association" (A) 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; and (B) does not include: (i) the established policies of a merchant, retail seller,

or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6. "Firearm entity" means: (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and (B) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that: (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual; (B) has two or more firearm entities as members; and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

03/17/2026

DATE

Paul Porter

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 17th day of March, 2026, personally appeared Paul Porter, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Linda Wilson
NOTARY SIGNATURE



**BULK POWER SYSTEM SOURCING
DISCLOSURE FORM**

The following form must be completed if you or your company plans to acquire for, import for, transfer to, or install for LP&L Qualifying Equipment as defined in the LP&L "General Conditions of the Agreement". Completion of this form will not be necessary if you or your company is or selects a manufacturer or vendor for all such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order.

In the table below, please provide the following information for each component and/or subcomponent of all Qualifying Equipment manufactured, acquired, and/or transferred by the People's Republic of China or a "Foreign Adversary" (as that term is defined by the Executive Order and any associated documents and notices, or subsequent legislation, rules, or regulations interpreting same), as applicable, that you plan to acquire for, import for, transfer to, or install for LP&L.

- (i) On Line 1 below, indicate the manufacturer(s), importer(s), vendors/supplier(s), and/or owner(s) of the manufacturer(s), importer(s), vendor/supplier(s), of each component or sub-component of Qualifying Equipment as applicable; and
- (ii) On Line 2, indicate the owning country, the country of incorporation/registration, or country of nationality of each individual and/or entity indicated according to instruction (i) above, that is designated as a "Foreign Adversary".

DESCRIPTION OF GOOD	MANUFACTURER	IMPORTER	VENDOR/SUPPLIER	OWNER
N/A	1. _____ _____	1. _____ _____	1. _____ _____	1. _____ _____
	2. _____ _____	2. _____ _____	2. _____ _____	2. _____ _____
N/A	1. _____ _____	1. _____ _____	1. _____ _____	1. _____ _____
	2. _____ _____	2. _____ _____	2. _____ _____	2. _____ _____

I CERTIFY THAT:

- The information provided in this document is complete and accurate to the best of my knowledge. I agree that I will indemnify and hold harmless LP&L against any loss, liability, claim, damages, or expense (including the reasonable cost of investigating or defending any alleged loss, liability, claim, damages, or expense and reasonable counsel fees incurred in connection therewith) arising by reason of any false statement or material omission made on or with respect to this document.
- I agree to maintain and present upon request documentation necessary to support this certificate and to inform, in writing, all persons to whom this disclosure was given of any changes that would affect accuracy or validity of this disclosure.
- Bidder/Supplier does not engage in any Prohibited Transactions, as that term is defined in the *Prohibition Order Securing Critical Defense Facilities*, dated December 17, 2020.


 By: **Paul Porter**

Title: **District Manager**

Company: **Edko, LLC**

EXHIBIT A

LP&L Vegetation Management Services - Annual Pricing
RFP 7121-26-ELD

UNIT COST PROPOSAL SUBMITTAL FORM

ITEM	DESCRIPTION	QTY (More or Less)	U/M	MONTHLY COST*	MULTIPLIER	EXTENDED COST (UNIT COST X MULTIPLIER)
1.	Monthly Vegetation management services for LP&L substation sites, LP&L Training Yard and LP&L Municipal Hill as specified herein.	43	MO	\$ 3,085.50	x 12	\$ 37,026.00
ITEM	DESCRIPTION	QTY (More or Less)	U/M	HOURLY COST*	MULTIPLIER	EXTENDED COST (UNIT COST X MULTIPLIER)
2.	Hourly Rate to provide Vegetation management services for Transmission & Distribution (T&D) right-of-way access and other LP&L locations as needed. As specified herein.	1	HR	\$ 65.00	x 1,920	\$ 124,800.00
The price for these services must include per diem costs, travel, mileage, vehicle charges, chemical & equipment charges, and incidental parts & supplies, necessary to perform the listed scope of work.						
Offeror must be approved under the Texas Department of Agriculture (TDA) Commercial Applicator License to include Category 6 – Right-of-Way Pest Control.						

Offeror's Organizational Experience

Organization Doing Business As	Edko, LLC	
Business Address of Regional Office	P.O. Box 53427	
	Lubbock, TX 79453	
Name of Regional Office Manager	Paul Porter	
Year Business was Established	1991	
Main Telephone Number	(806) 771-8033	
Web Site Address	www.edkollc.com	
Licensed Texas Department of Agriculture (TDA) Commercial Applicator to include Category 6 – Right-of-Way Pest Control	<input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	License Date: 02/28/2026
Organization History		
List of names that this organization currently, has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:		
Names of Organization	From Date	To Date
BCC, Inc.	04/01/1991	12/02/2022
Edko, LLC	12/02/2022	Present
List of companies, firms or organizations that own any part of the organization.		
Name of companies, firms or organization	Percent Ownership	
Edko, LLC	100%	
Offeror's Experience		
Years experience in projects similar to the proposed service:	35+ years	
As a General Offeror	35+	As a Joint Venture Partner
Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?		No
If yes provide full details in a separate attachment. See attachment No.		
Has this or a predecessor organization been released from a bid or proposal in the past ten years?		No
If yes provide full details in a separate attachment. See attachment No.		
Has this or a predecessor organization ever been disqualification as a Offeror or Offeror by any local, state, or federal agency within the last five years?		No
If yes provide full details in a separate attachment. See attachment No.		
Is this organization or your proposed surety currently in any litigation or contemplating litigation?		No
If yes provide full details in a separate attachment. See attachment No.		
Has this or a predecessor organization ever refused to provide services or refused to provide materials defined in the contract documents?		No
If yes provide full details in a separate attachment. See attachment No.		

SAFETY RECORD QUESTIONNAIRE

Lubbock Power & Light desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential Offerors prior to awarding proposals on LP&L contracts. Pursuant to Section 252.0435 of the Local Government Code, Lubbock Power & Light has adopted the following written definition and criteria for accurately determining the safety record of a Offeror prior to awarding proposals on City contracts.

The definition and criteria for determining the safety record of a Offeror for this consideration shall be:

Lubbock Power & Light shall consider the safety record of the offerors in determining the responsibility thereof. Lubbock Power & Light may consider any incidence involving worker safety or safety of the citizens of the City of Lubbock, Be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the Offeror for violations of OSHA regulations within the past three (3) years. Please include OSHA 300 and 300A logs provided for at least three (3) years to include: Lost Time / Days Away from Work Cases, Restricted / Transferred Cases, DART Cases, Other Recordable Cases and Fatalities.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the offeror and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of offeror and the citizens of the City of Lubbock.

In order to obtain proper information from offerors so that Lubbock Power & Light may consider the safety records of potential Offerors prior to awarding proposals on LP&L contracts, Lubbock Power & Light requires that offerors answer the following four (4) questions and submit them with their proposals:

QUESTION ONE

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO X

If the offeror has indicated YES for question number one above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____ NO X

If the offeror has indicated YES for question number two above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the offeror, or the firm, corporation, partnership, or institution represented by offeror, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO X

If the offeror has indicated YES for question number three above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

QUESTION FOUR

Provide your company's **Experience Modification Rate**, and supporting information:

Experience modification rate: 0.51 (please provide the number)

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.



Signature

District Manager

Title

RFP# 7121-26-ELD

LP&L Vegetation Management Services - Annual Pricing

**DUE DATE/TIME:
March 3, 2026, 2:00 p.m.**

SUBMITTED BY:

Proposal must be addressed to:

Felix Orta, Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Ave K – 5th Floor
Lubbock, Texas 79401

Communications and Anti-Lobbying Provision during the Proposal Process

ALL CORRESPONDENCE CONCERNING THIS RFP SHALL ONLY OCCUR THROUGH THE ESTABLISHED PROCESS OF THE PRE-CONFERENCE MEETINGS AND BY REQUESTING CLARIFICATION THROUGH THE BONFIRE VENDOR DISCUSSION TAB. VIOLATIONS ARE A CAUSE FOR IMMEDIATE DISMISSAL FROM FURTHER CONSIDERATION IN THIS PROCESS.

DURING THE PERIOD BETWEEN THE PROPOSAL RELEASE DATE AND THE CONTRACT AWARD, OFFERORS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE LP&L ELECTRIC UTILITY BOARD, LP&L CONSULTANT OR LP&L/CITY STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.

THIS PROVISION IS INTENDED TO HELD MAINTAIN A LEVEL PLAYING FIELD FOR ALL PARTICIPANTS, TO HELD CONFIRM THAT RESOURCE DECISIONS ARE MADE ACCORDING TO THE ESTABLISHED PROCESSES, AND TO OTHERWISE PROTECT THE INTEGRITY OF THE RFP PROCESS. VIOLATION OF THIS PROVISION IS CAUSE FOR IMMEDIATE DISMISSAL OF A PARTICIPANT.

PRE-PROPOSAL MEETING

- 1 There will be a non-mandatory TEAMS pre-proposal conference on February 17, 2026 at 10:00 A.M. CST.
- 2 Offerors are to email Felix Orta at Forta@lpandl.com by February 16, 2026 at 5 P.M. CST, to confirm attendance and to receive the meeting invite. **Please note your company will not receive the meeting invite if not requested by this time.**
- 3 It is the Offerors responsibility to attend the pre-proposal meeting. LP&L will not be responsible for providing information discussed at the pre-proposal meeting to Offerors who do not attend the pre-bid meeting.

LP&L Vegetation Management Services - Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7121-26-ELD

Lubbock Power & Light appreciates your time and effort in preparing your proposal. All Offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY, TIME & DATE

- 1.1 Lubbock Power & Light will receive written and sealed electronic competitive proposals for, **LP&L Vegetation Management Services - Annual Pricing** until 2:00 p.m. CST, March 3, 2026. Proposals must be submitted on Lubbock Power & Light Bonfire Portal.

<https://lpandl.bonfirehub.com/portal/?tab=openOpportunities>

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are submitted on the Lubbock Power & Light Bonfire Portal. Lubbock Power & Light assumes no responsibility for errant delivery of proposals. It is recommend for Offerors to upload their proposal on bonfire at least two hours to the close date and time.
- 1.3 **Proposals will be accepted through the Lubbock Power & Light Bonfire Portal only.** No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission.
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initiated by Offeror guaranteeing authenticity.
- 1.5 Lubbock Power & Light reserves the right to postpone the date and time for accepting proposals through an addendum.

2 PRE-PROPOSAL MEETING

- 2.1 There will be a non-mandatory TEAMS pre-proposal conference on February 17, 2026 at 10:00 A.M. CST.
- 2.2 Offerors are to email Felix Orta at Forta@lpandl.com by February 16, 2026 at 5 P.M. CST, to confirm attendance and to receive the meeting invite. **Please note your company will not receive the meeting invite if not requested by this time.**
- 2.3 It is the Offerors responsibility to attend the pre-proposal meeting. LP&L will not be responsible for providing information discussed at the pre-proposal meeting to Offerors who do not attend the pre-bid meeting.

3 CLARIFICATION OF REQUIREMENTS

- 3.1 It is the intent and purpose of Lubbock Power & Light that this request permits competitive proposals. It is the Offeror's responsibility to advise Lubbock Power & Light Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Lubbock Power & Light Purchasing Office no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.

- 3.2 **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING THROUGH BONFIRE VENDOR DISCUSSION TAB NO LATER THAN February 23, 2026.**

4 ADDENDA & MODIFICATIONS

- 4.1 Any changes, additions, or clarifications to the RFP are made by ADDENDA information available over the Internet at <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS may use computers available at most public libraries.

- 4.2 Any Offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing Manager. At the request of the Offeror, or in the event the Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing Manager. Such addenda issued by the Purchasing Manager and will be available over the Internet at <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities> and will become part of the bid package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by Lubbock Power & Light.
- 4.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. Lubbock Power & Light shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by Lubbock Power & Light in writing or in this RFP should be used in preparing bid responses. All contacts that a Offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of Lubbock Power & Light and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 4.4 Lubbock Power & Light does not assume responsibility for the receipt of any addendum sent to Offerors.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 5.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 5.2 Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

6 PROPOSAL COPIES

- 6.1 Provide one signed proposal on the <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities> (No paper copies).
- 6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by Offerors shall become the property of LP&L when received.

7 PROPOSAL PREPARATION COSTS

- 7.1 Issuance of this RFP does not commit LP&L, in any way, to pay any costs incurred in the preparation and submission of a proposal.
- 7.2 The issuance of this RFP does not obligate LP&L to enter into contract for any services or equipment.
- 7.3 All costs related to the preparation and submission of a proposal shall be paid by the Offeror.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 8.2 **Proposals will be opened in a manner that avoids disclosure of the contents to competing Offerors and keeps the proposals secret during negotiations.** All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.
- 8.3 Lubbock Power & Light will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court

of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

- 8.4 To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Offeror agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
- 8.5 Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Texas Open Records Act.

9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 9.1 Lubbock Power & Light hereby notifies all Offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

10 CONFLICT OF INTEREST

- 10.1 By signing their proposal, the Offeror certifies and represents to LP&L that Offeror:
- 10.1.1 Is not owned, controlled, or actively influenced by any City of Lubbock or LP&L employee or an immediate relative of same;
 - 10.1.2 Does not employ or engage any person who is a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.1.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence the selection of, or who conducts business with, a supplier.
- 10.2 During the course of this agreement, the Offeror shall not:
- 10.2.1 Sell an equity or partnership interest to, or seek the counsel or influence of, any City of Lubbock or LP&L employee, or an immediate relative of such employee;
 - 10.2.2 Employ or engage a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.2.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence, or who conducts business with, a supplier.
- 10.4 The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Lubbock Power & Light.
- 10.5 By signing their proposal, the Offeror certifies and represents to LP&L the Offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

11 ANTI-LOBBYING PROVISION

- 11.1 DURING THE PERIOD BETWEEN PROPOSAL RELEASE DATE AND THE CONTRACT AWARD, OFFERORS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF LUBBOCK POWER & LIGHT ELECTRIC UTILITY BOARD OR LP&L STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.
- 11.2 This provision is not meant to preclude Offerors from discussing other matters with the Electric Utility Board members or LP&L staff. This policy is intended to create a level playing field for all potential Offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Offeror's proposal.

12 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show Offeror name and address of Offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

13 ABOUT THIS DOCUMENT

- 13.1 This document is a Request for Proposal. It differs from an Invitation to Bid in that Lubbock Power & Light is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an Offeror's approach meets the desired requirements and needs of Lubbock Power & Light. Those criteria that will be used and considered in evaluation for award are set forth in this document. Lubbock Power & Light will thoroughly review all proposals received. LP&L will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with Offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified Offeror submitting the best proposal. **LP&L reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**

- 13.2 **Proposal prices must be firm for a minimum period of sixty (60) days.**

14 EVALUATION PROCESS

- 14.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.
- 14.2 Respondents to this RFP may be required to submit additional information that LP&L may deem necessary to further evaluate the Offeror's qualifications.
- 14.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.
- 14.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. **Such presentations will be at no cost to Lubbock Power & Light.** At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

15 SELECTION

- 15.1 Selection shall be based on the responsible Offeror whose proposal is determined to be the most advantageous to Lubbock Power & Light considering the relative importance of evaluation factors included in this RFP. Unless otherwise specified herein, Lubbock Power & Light may award the proposal either item-by-item or on an all-or-none basis for any item or group of items shown on the Proposal Forms.

- 15.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

16 EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

17 NONAPPROPRIATION

All funds for payment by LP&L under this contract are subject to the availability of an annual appropriation for this purpose by LP&L. In the event of non-appropriation of funds by the Electric Utility Board of LP&L for the goods or services provided under the contract, LPL will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this contract beyond the date of termination.

18 PROTEST

- 18.1 All protests regarding the RFP process must be submitted in writing to the LP&L Purchasing Manager within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process.

This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the Electric Utility Board by contacting the Purchasing Manager of LP&L.

All staff recommendations will be made available for public review prior to consideration by the Electric Utility Board as allowed by law.

- 18.2 **FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

Lubbock Power & Light is aware of the time and effort you expend in preparing and submitting bids to Lubbock Power & Light. Please let us know of any bid requirement causing you difficulty in responding to our Invitation to Bid. We want to facilitate your participation so that all responsible Offerors can compete for Lubbock Power & Light's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the Lubbock Power & Light Buyer (806) 775-2546.

19 HOUSE BILL 1295: DISCLOSURE OF INTERESTED PARTIES

- 19.1 House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Instructions for completing Form 1295 are available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- 19.2 Please list the City of Lubbock-LP&L as the name of governmental entity or state agency that is a party to the contract for which the form is being filed.
- 19.3 Please reference the bid number and description as the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

20. TERMS AND CONDITIONS

LP&L will consider, when evaluating proposals, any alterations made to LP&L General Terms and Conditions, including without limitation, any attempt to limit (i) warranties of seller (Section 13); (ii) defaults of Seller (Section 23); and/or (iii) causes and/or remedies available to LP&L in the event of default or warranty breach (Section 8). Please note that any changes or alterations made will be included in the evaluation criteria.

21. EXECUTIVE ORDER 13920

- 21.1 Pursuant to Executive Order 13920 (“Executive Order”), Offeror shall not acquire for, import for, transfer to, or install for LP&L, any “bulk power system electric equipment,” as “bulk power system” and “bulk power system electric equipment” are defined in the Executive Order and incorporated herein, including but not limited to the following: bulk-power system substations, control rooms, or power generating stations, including reactors, capacitors, substation transformers, current coupling capacitors, large generators, backup generators, substation voltage regulators, shunt capacitor equipment, automatic circuit reclosers, instrument transformers, coupling capacity voltage transformers, protective relaying, metering equipment, high voltage circuit breakers, generation turbines, industrial control systems, distributed control systems, and safety instrumented system, that have been developed, manufactured, or supplied, by persons owned by, controlled by, or subject to the jurisdiction or direction of a “foreign adversary” (as defined in the Executive Order, and any subsequent legislation, rules, or regulations interpreting same) (“Qualifying Equipment”). Bids or proposals that fail to observe this requirement will not be considered for award.

Offeror shall comply with Executive Order 13920.

If Offeror plans to provide or install Qualifying Equipment during the course of its work for LP&L, Offeror must complete Bulk Power System Disclosure form and shall therein identify the country of registration and location of manufacturer, the identity and country of registration of the seller (if not the manufacturer), identify the county of registration/nationality and location of the owner and/or owner of the controlling interest of the manufacturer and seller (as applicable), for each component or sub-component of the Qualifying Equipment Offeror proposes to provide to LP&L.

If Offeror selects a manufacturer or vendor of such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order, Offeror shall be deemed to satisfy the requirements of this section. Offeror shall provide documentation to LP&L reflecting any such pre-qualification with its response.

22. QUALIFICATIONS OF OFFERORS

- 22.1 The Offeror may be required before the award of any contract to show to the complete satisfaction of Lubbock Power & Light that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Offeror may also be required to give a past history and references in order to satisfy Lubbock Power & Light about the Offeror’s qualifications. Lubbock Power & Light may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to LP&L all information for this purpose that may be requested. The Offeror’s proposal may be deemed not to meet specifications or the proposal may be rejected if the evidence submitted by, or investigation of, the Offeror fails to satisfy LP&L that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Offeror’s qualifications shall include but not be limited to:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- (b) The ability of the Offeror to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the Offeror.
- (c) The quality of performance of previous contracts or services.
- (d) The safety record of the Offeror and proposed Sub-Offerees

Before contract award, the recommended Offeror for this project may be required to show that he has experience with similar projects that require the Offeror to plan his work efforts and equipment needs with Lubbock Power & Light specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Offeror may be required to provide the name(s) of supervisor(s) that will be used to perform.

23. OWNERSHIP REPRESENTATION AND WARRANTY

To the extent Chapter 2275, Texas Government Code applies to this contract, Offeror represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Offeror will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2275.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code. Offeror warrants and represents that LP&L's contract with Offeror therefore does not and will not violate Texas Government Code Section 2275.0101, *et seq.*

24. NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS

Offeror hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

25. NON-BOYCOTT OF ENERGY COMPANIES

Offeror hereby warrants that it is in compliance with Chapter 2276, of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

26. CONTRACT TERM

The contract shall be for a term of one (1) year, said date of term beginning upon formal approval by LP&L. The contract may be renewed for four (4) additional one year terms under the same term and conditions upon written agreement from both parties. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At LP&L's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

II. TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

These Terms & Conditions apply to all bids and become a part of the terms and conditions of any bid submitted and any Purchase Order submitted hereunder. LP&L shall mean Lubbock Power & Light. As used herein, Seller and Bidder shall mean one and the same person or entity.

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LP&L's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to LP&L until LP&L actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify LP&L of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Lubbock Power & Light, Accounts Payable, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** LP&L may, by written notice to the Seller, cancel this contract without liability if it is determined by LP&L that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Lubbock Power & Light with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event Seller gives or offers gratuities, as set forth, Seller shall be in breach of this contract, and, LP&L shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the LP&L and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.**
 - a. The price to be paid by LP&L shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, LP&L may cancel this contract without liability.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, LP&L shall have the right, in addition to any other right, of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall be void and of no effect, and shall further render this contract voidable at the option of the LP&L. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contract, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to

calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Seller warrants the year2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. Lubbock Power & Light, at its sole option, may require the Seller, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to Lubbock Power & Light under this Contract. Failure to comply with any of the obligations contained herein, may result in Lubbock Power & Light availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are in addition to, and separate and discrete from, any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. **SAFETY WARRANTY.** Seller warrants that the products sold to LP&L shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, LP&L may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by LP&L will be at the Seller's expense.
11. **NO WARRANTY BY LP&L AGAINST INFRINGEMENTS.** As part of this contract, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. LP&L makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall LP&L be liable to Seller in any way including, without limitation, for indemnity, in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify LP&L to this effect in writing within two weeks after the signing of this agreement. If LP&L does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify and save LP&L harmless from and against any loss, damage or claim of any kind or type. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
12. **RIGHT OF INSPECTION.** LP&L shall have the right to inspect the goods at delivery before accepting them.
13. **CANCELLATION.** LP&L shall have the right to cancel for default all or any part of the undelivered portion of this contract if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which LP&L may have in law, equity, contract or otherwise.
14. **TERMINATION.** The performance of work, or purchase of goods under this contract may be terminated in whole, or in part, by LP&L in accordance with this provision. Such termination shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which the performance of work, or purchase of goods is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of LP&L set forth in Clause 13, herein.
15. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
16. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of LP&L. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
17. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **INTERPRETATION-PAROLE EVIDENCE.** This contract, including without limitation, the Invitation to Bid Form, Instruction to Bidders, Terms and Conditions, Specifications and Purchase Orders issued hereunder, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
19. **PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Offeror or vendor agrees that the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
20. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Seller agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on

request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

21. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas as effective and in force during the term of this agreement.
22. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless LP&L, its agents, elected and appointed officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against LP&L in consequence of the granting of this Contract or which may anywise results therefrom or is related thereto, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the sub Seller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against LP&L in any such action, the Seller shall, at its own expenses, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend LP&L as herein provided.
24. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
25. **MBE.** Lubbock Power & Light hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
26. In the event Seller shall fail to perform under this contract, as provided herein, Seller shall be in default hereunder. In the event of default, LP&L shall be entitled to exercise any right or seek any remedy available to it by law, equity, contract, or otherwise. The remedies are cumulative and non-exclusive and may be exercised concurrently.
27. **OWNERSHIP REPRESENTATION AND WARRANTY.** To the extent Chapter 2275, Texas Government Code applies to this contract, Offeror represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Offeror will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2275.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code. Offeror warrants and represents that LP&L's contract with Offeror therefore does not and will not violate Texas Government Code Section 2275.0101, et seq.
28. **NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS.** Offeror hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.
29. **NON-BOYCOTT OF ENERGY COMPANIES.** Offeror hereby warrants that it is in compliance with Chapter 2276, of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

Failure to comply with the listed Terms & Conditions may result in disqualification of proposal.

LP&L Vegetation Management Services - Annual Pricing
 Lubbock Power & Light
 RFP 7121-26-ELD

1. GENERAL SECTION

1. Purpose

Lubbock Power & Light (LP&L) seeks proposals from qualified contractors to provide comprehensive vegetation management and access maintenance on a monthly basis for:

- 41 substation locations (locations attached)
- LP&L Training Yard, 1106 North Indiana Ave., Lubbock, TX 79415
- LP&L's portion of Municipal Hill, 402 Municipal Drive, Lubbock TX 79403
- Transmission & Distribution (T&D) right-of-way access locations as needed
- Other LP&L-controlled locations or locations as needed

Tree trimming is excluded and covered under a separate contract.

2. Locations Covered

2.1 Substations (40+ Locations)

Includes all LP&L-owned substation properties, inside and outside the fence line, gate approaches, and substation access drives.

2.2 LP&L Training Yard

Vegetation control for gravel areas, practice structures, fence lines, and walk paths.

2.3 Municipal Hill (LP&L Portion Only)

Contractor shall maintain only LP&L's designated portion of Municipal Hill.

2.4 Transmission & Distribution ROW Access

Includes all ROW access roads, gate entrances, easement entry areas, switching locations, mid-line devices, and pad-mounted equipment areas (non-tree vegetation only).

2.5 Other LP&L-Controlled Locations or As Needed

LP&L may add additional LP&L-controlled properties or temporary work locations throughout the contract period. Contractor shall perform vegetation maintenance at these locations upon request.

3. Services to Be Provided

3.1 Substation Vegetation Maintenance

Contractor shall maintain a clean, landscaped appearance at all substation locations:

- Mowing
- Weed-eating
- Herbicide spraying (gravel, fence lines, gate areas, building perimeters)
- Removal of small brush (<2 inches)
- Clearing vegetation around pads, drive lanes, and fire lanes
- Removing debris and overgrowth

- Maintaining gravel pads free of vegetation

3.2 Training Yard Maintenance

- Mowing
- Herbicide treatment on gravel areas and around training structures
- Brush removal
- Fence line trimming
- Maintain a clean, training-ready appearance

3.3 Municipal Hill (LP&L Portion Only)

- Mowing
- Weed control and herbicide application
- Trimming along LP&L fences, buildings, and equipment
- Removal of vegetation around LP&L structures, storage areas, gates, and walkways
- Maintaining a clean, well-kept appearance

3.4 ROW Access Management (Including Access Points)

Contractor shall maintain vegetation to ensure reliable, drivable access:

- Mowing and clearing tall weeds/brush along access roads
- Clearing vegetation from gates, locks, drive entrances, and easement entry points
- Herbicide application on access lanes and gate areas
- Clearing non-tree vegetation around field devices
- Reporting tree hazards (tree work handled separately)

3.5 Herbicide Application Requirements

Required Licensing:

- Texas Department of Agriculture (TDA) Commercial Applicator License
- Certified in Category 6 – Right-of-Way Pest Control
- Compliance:
 - EPA label adherence
 - SDS availability
 - LP&L-approved products only

- Prevent overspray on energized equipment
- Documentation of chemical, rate, and area treated

3.6 Appearance Standards

All sites shall maintain a professional, landscaped appearance:

- Grass maintained 3–5 inches
- No vegetation in gravel areas
- No overgrowth around structures or fence lines
- Remove debris and clippings
- No uneven mowing or missed areas

4. Reporting Requirements

- Monthly list of sites serviced
- Herbicide usage logs
- Before/after photos for each substation
- ROW access issues or blocked routes
- Hazard tree notifications
- Annual summary

5. Emergency Access Clearing (Non-Tree)

Contractor shall respond within 2 hours to clear vegetation blocking access. Tree-related work is excluded.

6. Contractor Qualifications

- Minimum 3 years utility vegetation/ROW experience
- TDA Commercial Applicator License (Category 6)
- Proper equipment for mowing, spraying, and brush control
- Ability to work safely around utility assets
- Valid safety program and trained personnel

7. Safety and Access Requirements

7.1 Substation Access and Training

- Contractor personnel must complete LP&L Substation Unescorted Access Training prior to unescorted entry.

- Required PPE includes safety-toe boots, hard hat, safety glasses, high-visibility vest, and FR clothing when required.
- Contractor must follow all LP&L substation rules and hazard controls.
- Contractor shall notify LP&L Operations prior to entering any LP&L substation or controlled facility.

7.2 ROW Access Coordination

- Contractor must coordinate with LP&L Operations prior to entering certain ROW segments identified by LP&L.
- Daily notification may be required depending on operational activities.
- Contractor personnel must remain clear of energized equipment or LP&L work zones.

7.3 Work Restrictions

Contractor shall not:

- Perform work requiring contact with energized equipment
- Use metal tools near energized conductors
- Spray herbicides near open-air energized equipment unless approved
- Block gates, access lanes, or operational clearances

8. Chemical Inventory & Usage Requirements

8.1 LP&L-Provided Chemical Inventory

LP&L has the remaining inventory for contractor use, once depleted it will be the awarded contractor's responsibility to provide chemicals for services:

- 21 cases Krovar (168 bags; approx. 16,800 gal. mixed solution)
- 20 cases Glyphosate (40×2.5-gal jugs)
- 2 cases 2,4-D (4×2.5-gal jugs)
- 2 jugs ProChem 90 (10 gal total)
- 4 cases Esplanade 200 SC (8 quarts)
- 5.5 cases ProChem Blue Dye (30×1-gal jugs)
- 4 gal X-empty Weed Laser
- 17 cans K1o-502 Weed Laser
- 1 pail (25 lbs) Rozol Pocket Gopher Bait

8.2 Use of Provided Inventory

- Contractor may use LP&L-provided inventory at no cost.
- LP&L will not replenish inventory once depleted.

8.3 Contractor Responsibility After Depletion

Once LP&L's stock is depleted, the contractor is fully responsible for:

- Purchasing all additional chemicals
- Storing, transporting, and handling chemicals per TDA/EPA/OSHA rules
- Maintaining SDS sheets and chemical logs
- Ensuring all chemicals meet LP&L approval

8.4 Compliance

- All products must be approved by LP&L.
- Only Category 6 licensed applicators may apply herbicides.

1. SUBMITTALS

Complete pricing information is required.

Offerors should include in their proposal a detailed explanation of the work to be carried out and timeline for its execution.

Submittals should include a list of references in support of the Offeror's qualifications and experience.

2. EXCEPTIONS:

Any exceptions to the requirements stated herein must be stated in the formal proposal. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, in order for consideration to be given to the proposal.

3. SELECTION AND AWARD PROCESS:

A. Responses to this RFP will be reviewed by an evaluation committee, which may include senior management representatives, a financial officer, and/or an independent consultant. A short list of firms will be identified and may be interviewed by the evaluation committee and asked to demonstrate the proposed system.

B. Selection shall be based on the evaluation factors published in this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract.

C. NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

4. RESPONSE FORMAT AND PREPARATION INSTRUCTIONS

Offerors shall use the prescribed format outlined in this RFP to clearly indicate their experience and qualifications, describe their technical approach to this project, and fully describe their proposal.

Responses must be uploaded on Bonfire in the format outlined in this RFP. Each response will be reviewed to determine if it is complete before evaluation. LP&L reserves the right to eliminate from further consideration any response that is deemed to be unresponsive to this RFP. The intent of LP&L is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated based on the material and substantiating evidence presented in the proposal, and not on the basis of what could be inferred.

Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner.

5. EVALUATION FACTORS

A. Completeness

Each response will be reviewed before the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order.

B. Formal Evaluation

1. Evaluation Process

LP&L will appoint a selection committee to formally evaluate each response. The evaluation process will objectively grade the responses on their merit and responsiveness. Responses will be evaluated based on the material and substantiating evidence presented in the response, and not on the basis of what could be inferred. The evaluation process will include verification of references, verification of project team resumes, confirmation of financial information, and may also include other information as determined by LP&L in its sole discretion.

2. Grading Format

Each section or subsection of the RFP response will be considered a separate selection criterion and will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points. Scoring will be summarized on the Formal RFP Evaluation Form.

3. Point Values

The following shall be the criteria for evaluating and ranking the proposals and is made part of the above specification:

40% PRICE: The proposal price of all the proposals becomes the standard by which all price proposals are evaluated. This includes highest sale costs offered by the Offeror and lowest rates to perform services.

30% OFFEROR QUALIFICATIONS & REFERENCES: When evaluating a Offeror's qualifications, LP&L uses the Offeror's Statement of Qualifications Form, attached within and past experience with the Offeror. Please also include a list of **five references in the within the past 5 years** to include **utilities, municipalities, commercial or industrial** who can verify the quality of service. LP&L may not be used as a reference

20% ADHERANCE TO SPECIFICATIONS AND TERMS & CONDITIONS: Each evaluator assigns points based upon the responses you provide in your proposal. Exceptions to the specifications or terms & conditions will be scored accordingly.

10% SAFETY RECORD QUESTIONNAIRE: Each evaluator assigns points based upon the responses you provide in your "Safety Record Questionnaire" and the Offerors Experience Modification Ratio. The Offeror shall submit this ratio in the Offerors Statement of Qualifications. Offerors with an Experience Modification Ratio greater than 1 will be scored as zero. Lubbock Power and Light may consider any incidents involving worker safety or safety of Lubbock residents, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor under the Offeror's control. Evaluators will base their rating primarily upon the type of offense, date of the offense, location where the offense

occurred, final disposition of the offense, the penalty assessed, as well as the Experience Modification Ratio.

C. Oral Interview

After the formal evaluations, LP&L may decide on oral interviews to address specific issues with selected Offerors.

D. Final Selection/Notification

The evaluation of the RFP responses and the oral interview will be considered. The Offeror with the highest overall evaluation shall be selected as the primary Offeror. LP&L will notify the selected firms. LP&L has the right and intends on awarding this contract to one or more Offerors.

E. GENERAL. Each Offeror shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the proposal.

ACCEPTANCE AND REJECTION OF PROPOSALS. The Owner reserves the right to accept the Proposal which, in its judgment, is the best evaluated Proposal; to reject any and all Proposals; and to waive irregularities and informalities in any Proposals that is submitted.

Time Line for Procurement Process

Following is a listing of actions and anticipated dates; LP&L reserves the right to change the dates, if necessary, as determined in its sole discretion.

Date	Milestone
February 5, 2026	Advertising & Publishing RFP
February 17, 2026	Pre-bid meeting, 10:00 A.M. CST
February 23, 2026	Deadline for Questions/Clarifications by 5:00 P.M. CST
March 3, 2026	Proposals due in Purchasing by 3:00 pm C.S.T.
April 21, 2026	EUB Approval



**LUBBOCK POWER & LIGHT
PURCHASING DEPARTMENT
1314 AVENUE K
LUBBOCK, TEXAS 79401**

ADDENDUM #1

BID NUMBER: RFP# 7121-26-ELD

TITLE: LP&L Vegetation Management Services - Annual Pricing

CLOSE DATE: March 3, 2026 at 2:00 p.m. CST

DATE ISSUED: February 11, 2026

All requests for additional information or clarification must be submitted in writing and directed to:

Bonfire Vendor Discussion Tab

Questions and answers, please see questions in red.

1. Would you be able to share the bid tabulation from the previous bid in August 2025 titled "RFP# 7117-25-ELD – LP&L Tree Trimming Services – Annual Pricing"? **No, there is no bid tab for that Request for Proposal as award is based on the evaluation criteria.**
2. Could you please tell us, is there a bid bond and/or performance bond with this bid? If yes for either, could you please tell us the amounts, or percentages for the bonds? **No bonds required for this RFP.**

Thank You,

Felix Orta, CTCD, CTCM
Purchasing Manager Electric Utilities



**LUBBOCK POWER & LIGHT
PURCHASING DEPARTMENT
1314 AVENUE K
LUBBOCK, TEXAS 79401**

ADDENDUM #2

BID NUMBER: RFP# 7121-26-ELD

TITLE: LP&L Vegetation Management Services - Annual Pricing

CLOSE DATE: March 3, 2026 at 2:00 p.m. CST

DATE ISSUED: February 23, 2026

All requests for additional information or clarification must be submitted in writing and directed to:

Bonfire Vendor Discussion Tab

Questions and answers, please see questions in red.

1. The RFP notes that substation work includes LP&L-owned property inside and outside the fence line, as well as gate approaches and access drives. For clarification, could LP&L provide general guidance on the expected maintenance limits outside the fence (e.g., typical distance from fence) and the extent of access drives to be included? Distances around the fence and drives can be determined using the City Of Lubbock's public parcel viewer. Expectation will be that everything owned by the City of Lubbock/Lubbock Power and Light at these locations will be maintained. Link to parcel viewer:
<https://experience.arcgis.com/experience/66d772d8c2eb45d59a3520b1159c1f90/>
2. Any available site maps, parcel boundaries, or typical acreage information to ensure consistent understanding of the work area? Each site will be unique. The City Of Lubbock's public parcel viewer can be used to determine size of each location. Link to parcel viewer:
<https://experience.arcgis.com/experience/66d772d8c2eb45d59a3520b1159c1f90/>

Thank You,

Felix Orta, CTCD, CTCM
Purchasing Manager Electric Utilities



**LUBBOCK POWER & LIGHT
PURCHASING DEPARTMENT
1314 AVENUE K
LUBBOCK, TEXAS 79401**

ADDENDUM #3

BID NUMBER: RFP# 7121-26-ELD

TITLE: LP&L Vegetation Management Services - Annual Pricing

NEW CLOSE DATE: March 18, 2026 at 2:00 p.m. CST

DATE ISSUED: February 26, 2026

All requests for additional information or clarification must be submitted in writing and directed to:

Bonfire Vendor Discussion Tab

1. RFP has been extended until March 18, 2026 at 2:00 p.m. CST, the timeline for questions and clarifications has also been extended until March 5, 2026 by 5:00 p.m. CST.
2. Site visit for all locations is scheduled for Wednesday March 4, 2026 at 9:00 a.m. CST. Offeror's wishing to attend the site visit must request the address in writing to Forta@lpandl.com no later than Tuesday March 3, 2026 by 3:00 p.m. CST. **Requests after this date and time will not be granted, no exceptions.**
3. Safety equipment required for site visit to include **hard hat, steel/composite toe boots and safety glasses**. Offerors not wearing any of these safety items will not be granted entry.

Questions and answers, please see questions in red.

1. Will LP&L provide access to all sites for pre bid assessment? **See item 2 above.**
2. Are detailed maps, gate codes, or GIS layers available? **For maps and GIS Offerors are to utilize the City Of Lubbock's public parcel viewer as noted in addendum #2. No other map or GIS layer is available. Only one site has a gate code and all other substations are lock and key. 24 hour notice must be given for access to these sites.**
3. Do you have accurate acreage for each location? **Please review addendum #2 and follow the instructions for the public parcel viewer.**
4. Is there historical hourly usage for Item 2? **No.**
5. Any peak-season expectations (spring/summer)? **No, awarded Offeror is to make sure everything stays mowed and apply any weed treatments necessary all year round.**
6. After LP&L's stock is depleted, what chemical brands/formulations are approved? **That will be up to the licensed applicator, as long as the chemical are equivalent to the LPL supplied chemicals.**
7. Does LP&L require specific residual herbicides? **No**
8. Is the 2 hour emergency response 24/7/365 or business hours only? **24/7/365.**
9. How frequently do these events occur historically? **Frequency is at a minimum level and rarely occur.**



10. What is the expected service cycle at substations (monthly, biweekly, weekly)? **Monthly, per the general section and item 1 of the proposal form.**
11. How will LP&L measure compliance with grass height and “landscaped appearance”? **LP&L will perform a visual inspection with appearance expected to be 3"-4" & no weeds**
12. Historically, how many “additional LP&L controlled” sites are added per year? **Pending growth and needs of the City of Lubbock, LP&L may add 1-3 additional sites within a 5 year basis. LP&L may also remove sites on the list if no longer needed.**
13. What resolution, format, and upload method is required for before/after photos? **Photos will be sent through mobile phones at a 12MP or higher resolution.**
14. Does LP&L require arc flash training or site specific onboarding beyond substation access training? **Just substation access training and orientation which includes APPA safety manual review and adherence, safety briefing and FR required clothing and other standard PPE (glasses, steel toed boots, etc.).**
15. Are there restricted work hours (e.g., no work during switching operations)? **That will be on a case by case basis. 24 hour advanced notice is required before entering any substation. Any mowing outside of the substation will not affect any operations.**
16. Are weekend or after hours allowed, and is premium pay expected? **Weekend or after hour work will be allowed but after hour, overtime or holiday pay will not be allowed. Only monthly costs submitted in your proposal will be paid as long as all requirements are met and set costs cannot be altered or adjusted.**
17. What is the expected notice before entering a substation or ROW (same day? 24 hours?) **24 hour advanced notice is required so our Operations control room can be notified before entering.**
18. Will LP&L assign a single point of contact for coordination? **Yes, there will be Single point of contact with alternates available should someone be off.**
19. On page 29 bullet point 8.4 it states that Only Category 6 licensed applicators may apply herbicide. Texas Department of Ag allows for properly trained applicators to apply under a licensed applicator with a Direct Supervision Affidavit. Will this be acceptable until such time as the applicator obtains his/her own license? **That is acceptable.**
20. Is there a required application rate such as 70 gallons per acre? **That will be up to the licensed applicator and chemical manufacturer.**
21. How do we know what LP&L's portion of Municipal Hill is at 402 Municipal Drive? **From the flag pole in the front entry of the building all the way to the east of the parking lot past LP&L Engineering Building.**

Thank You,

Felix Orta, CTCD, CTCM
Purchasing Manager Electric Utilities



**LUBBOCK POWER & LIGHT
PURCHASING DEPARTMENT
1314 AVENUE K
LUBBOCK, TEXAS 79401**

ADDENDUM #4

BID NUMBER: RFP# 7121-26-ELD

TITLE: LP&L Vegetation Management Services - Annual Pricing

NEW CLOSE DATE: March 18, 2026 at 2:00 p.m. CST

DATE ISSUED: March 11, 2026

All requests for additional information or clarification must be submitted in writing and directed to:

Bonfire Vendor Discussion Tab

Questions and answers, please see questions in red.

1. Access. Will the winning bidder be given keys and codes to all locations for access, or will this be escorted access to perform any work required monthly? **Winning Offeror will be provided with unescorted access training and provided with access instructions for each secured location.**
2. On the chemical inventory list you have Gopher Bait listed. Will the control of gophers and other such rodents be required at all properties as well? **Yes, please include this as a separate rate in your proposal. Request for these services will be as needed.**
3. Vine on fences. Is the requirement just to treat the vine, or will it be required to get vine off the fences as well? **Removal will be required.**
4. Can a list of all of the Transmission and Distribution ROW Access locations that will need to be taken care of per the RFP be provided? **No, as noted in the RFP this will be on an as needed basis only and will be priced at an hourly rate.**

Thank You,

Felix Orta, CTCD, CTCM
Purchasing Manager Electric Utilities



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 21, 2026

Summary:

Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a contract with A-Line T.D.S., of Tonkawa, Oklahoma, for Request for Proposal (RFP) 7120-26-ELD, LP&L Sale of Used, Oil Filled, Non-PCB Electrical Equipment and Decommissioning Services - Annual Pricing.

Background/Discussion:

This proposal is for the sale of used, oil filled, non - PCB electrical equipment that is no longer utilized by LP&L, to include oil filled substation transformers and equipment that has been decommissioned. The contract term is for one (1) year with an option to renew annually for up to four (4) additional one-year terms.

The contractor will purchase used oil filled Non-PCB electrical equipment (including, but not limited to, transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches). A-line will also provide substation decommissioning services to include onsite dismantling which will be priced as needed to include credit costs of used equipment.

A proposal evaluation committee was established to evaluate and rank the proposals based on the following four (4) categories: price, 40 percent; offeror qualifications 30 percent; adherence to specifications & terms and conditions, 20 percent; and safety record 10 percent.

Two (2) offerors responded to the RFP. The committee evaluated the proposals, made their final selections and ranked the finalists as follows:

	Score:
A-Line T.D.S	85.5
Transfluid Services	57.8

Fiscal Impact:

Proceeds generated from the sale of equipment will be recorded in account number **211.7204 (Sale of Equipment/ Recycle Scrap)**.

Recommendation:

Staff recommends award of RFP 7120-26-ELD, Sale of Used, Oil Filled, Non-PCB Electrical Equipment & Decommissioning Services - Annual Pricing, to **A-Line T.D.S., of Tonkawa, Oklahoma** or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock (“LP&L”); NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the City of Lubbock, acting by and through Lubbock Power & Light, award RFP #7120-26-ELD (the “Proposal”), respecting the project described as LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services - Annual Pricing, as more particularly described in the Proposal Documents (the “Services”), to A-Line T.D.S., of Tonkawa, Oklahoma.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Lubbock Power & Light Chief Administrator Officer or his designee BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), that certain Contract for Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services - Annual Pricing, by and between LP&L and A-Line T.D.S., regarding the Services as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the Electric Utility Board this 21st day of April, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrator Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

**LUBBOCK POWER & LIGHT
AGREEMENT FOR GOODS AND SERVICES
FOR LP&L SALE OF USED OIL FILLED NON-PCB ELECTRICAL EQUIPMENT
& DECOMMISSIONING SERVICES – ANNUAL PRICING**

THIS AGREEMENT (“Contract” or “Agreement”) made and entered into this 21st day of April, 2026, by and between the City of Lubbock, acting by and through Lubbock Power & Light (“Lubbock Power & Light” or “LP&L”), and A-line TDS, Inc. (“Contractor”), an Iowa corporation.

WITNESSETH:

WHEREAS, Lubbock Power & Light duly advertised for proposals for Request for Proposal 7120-26-ELD, LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services – Annual Pricing (“RFP”) and proposals were received and duly opened as required by law; and

WHEREAS, after careful consideration of the proposal submitted by Contractor, LP&L has determined that the execution of this Contract with said Contractor covering the purchase and execution of certain used oil filled non-PCB electrical equipment services is in the best interest of LP&L and its rate payers.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with LP&L’s specifications including without limitation, 7120-26-ELD, LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services – Annual Pricing, Specifications, General Conditions (Exhibit “A”), and Contractor’s Proposal for Transformer and Electrical Equipment Recycling and Disposal for Lubbock Power & Light, attached hereto as Exhibit “B” (“Proposal”) (together denominated as the “Proposal Documents”), Contractor will purchase and pay to LP&L (the “Purchase”) for the referenced equipment and other material (the “Equipment”), and shall provide the Services (herein so called) to LP&L, all as more particularly set for in the Contractor’s Proposal.
2. Equipment: (i) Contractor is approved, and has provided to LP&L satisfactory evidence of such approval, under the Toxic Substances Act (TSCA) to accept and/or dispose of LP&L’s PCB waste in accordance with the regulations outlined in 40 Code of Federal Regulations 761, as it may be amended from time to time; (ii) Contractor shall complete the pre-shipment process at least fourteen (14) days prior to the pick-up date unless written approval to a different schedule is obtained from LP&L (the pre-shipment process shall consist of the Contract providing load list(s), manifesting, signage and any necessary shipping containers); (iii) Contractor shall be responsible for all transportation (unless provided otherwise in the Proposal), permits, loading, lifting, draining of fluids, and all other activities pertaining to the removal of the equipment, Contractor stipulating that LP&L shall not provide assistance in any way with the removal of the Equipment; (iv) Contractor shall complete the post-shipment process within fourteen (14) days after the pick-up date, providing to LP&L evidence identifying each piece of Equipment received by Contractor, at the commercial storage facility or otherwise, by serial number or identification means if the serial number is not available; and (v) Contractor shall pick up Equipment on a quarterly basis, or as otherwise agreed to by Contractor and LP&L
3. Contractor shall make payments for Equipment, netted from charges due Contractor, within thirty (30) days of the date of pick up. Along with the payment, Contractor shall submit an invoice

itemizing each piece of Equipment picked up by Contractor and each item of charge to LP&L with specificity of date, distance (if mileage), hours of work, OPIS, and any other matter relevant in determining amounts due or owed under this Contract.

4. Contractor has made an independent inspection and evaluation of the Equipment and acknowledges that LP&L has made no statements or representations concerning the present or future value of the Equipment, the condition, including the environmental condition of the Equipment, or the anticipated income, costs, or profits, if any, to be derived from the Equipment. FURTHER, LP&L MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, THE VALUE, QUALITY, PHYSICAL AND/OR ENVIRONMENTAL CONDITION OF THE EQUIPMENT AND/OR MATERIALS CONTAINED IN THE EQUIPMENT, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF ANY OF THE EQUIPMENT. Contractor further acknowledges that, in entering into this Contract, it has relied solely upon its independent evaluation and examination of the Equipment and the independent estimates, computations, evaluations and studies based thereon. LP&L makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Contractor, if any, whether furnished by LP&L or any other third party. LP&L, its officers, employees, elected officials, appointed officials, and agents assume no liability for the accuracy, completeness or usefulness of the material furnished by LP&L, or any of its officers, employees, elected officials, appointed officials, and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim or action against LP&L, its officers, employees, elected or appointed officials and/or agents, and any such reliance shall be at the Contractor's sole risk.
5. THE ASSIGNMENT OF THE EQUIPMENT TO CONTRACTOR SHALL BE ON A "WHERE IS", "AS IS" AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE EQUIPMENT AND/OR MATERIALS CONTAINED IN THE EQUIPMENT, THE NATURE OF THE PAST USE OF THE EQUIPMENT, QUALITY, VALUE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. Contractor has satisfied itself as to the type, condition, quality, and extent of the Equipment it is receiving pursuant to this Contract.
6. CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS LP&L, THE CITY, AND THEIR ELECTED AND APPOINTED OFFICIALS, OFFICERS, ATTORNEYS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS, OF ANY KIND OR TYPE, OF CONTRACTOR, ITS AGENTS, EMPLOYEES, AND/OR SUB-CONTRACTORS, OR ANY OTHER PARTY OR ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OF LUBBOCK OWNED PROPERTY. THE INDEMNITY OBLIGATIONS PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE CITY OF LUBBOCK'S (ACTING BY AND THROUGH LP&L) AUTHORITY TO INDEMNIFY AND HOLD HARMLESS ANY THIRD PARTY IS GOVERNED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION, AND ANY PROVISION THAT PURPORTS TO REQUIRE INDEMNIFICATION BY THE CITY IS INVALID. NOTHING IN THIS AGREEMENT REQUIRES THAT THE CITY INCUR DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.

7. Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to any aspect of the transaction and activities contemplated by this Contract, including without limitation, disposal activities related to the Equipment or materials contained therein.
8. As used in the Terms and Conditions of the Proposal Documents (also called the General Conditions), Contractor is referred to therein as "Seller" and "Bidder".
9. This Contract shall be for a term of one (1) year, said date of term beginning upon formal approval hereof by LP&L. This Agreement may be renewed for four (4), additional one (1) year terms under the same terms and conditions upon written agreement from both parties. The consideration provided herein shall be adjusted upward or downward for the renewal period at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific Contract for the previous 12 months. At LP&L's discretion, the effective change shall be based on either the local or national index average for all items. LP&L does not guarantee any specific amount of compensation, volume, minimum or maximum amount of Services under this Contract.
10. This Agreement shall remain in effect until the expiration date hereof, or the expiration date of the renewal period, as applicable, or termination by either party upon a thirty (30) day written notice. Such written notice given by Contractor must state the reason for Contractor's cancellation. Lubbock Power & Light reserves the right to award the canceled Services/Agreement to the next bidder under the RFP in accordance with LP&L's Purchasing Policies, and as it deems to be in the best interest of LP&L.
11. Whenever notice from Contractor to LP&L or LP&L to Contractor is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

Contractor's Address. Contractor's address and numbers for the purposes of notice are:
A-Line T.D.S.
Attn: Jon Lapczenski
Address: 1500 N. Main St., Tonkawa, OK 74653
Telephone: (580) 628-5371
Email: Jonl@alinetds.com

LP&L's Address. LP&L's address and numbers for the purposes of notice are:
Lubbock Power & Light

Attn: Felix Orta
1314 Ave. K, 5th Floor
Lubbock, Texas 79401
Telephone: (806) 775-2701
E-mail: LPLContracts@mylubbock.us

12. Contractor shall at all times be an independent Contractor and not an agent or representative of LP&L. Contractor shall not represent that it is, or hold itself out as, an agent or representative of LP&L. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of LP&L.
13. Company shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to LP&L and City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Company shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved Sub-consultant of Company to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, automobile liability coverage for any auto with insurance carriers admitted to do business in the state of Texas, employer's liability, and workers compensation coverage. The commercial general liability policy shall include Products-Completion/OP, Personal and Advertising injury, Contractual Liability coverage, Fire Damage (any one fire), and Medical Expense (any one person). The insurance companies must carry an A.M. Best's Rating of A- or better. The policies will be written subject to the following minimum limits of liability:
Comprehensive Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000.00
General Aggregate Limit: \$1,000,000.00

Automobile Liability:

Combined Single Limit per Occurrence: \$1,000,000.00

Employer's Liability:

Per Occurrence Single Limit: \$1,000,000.00

Pollution Liability

Per Occurrence Single Limit: \$1,000,000.00

Company shall further cause any approved Sub-contractor to procure and carry the identical insurance coverage, and for the term, required of Company herein, protecting City against losses caused by the professional negligence of the approved Sub-Company. The City shall be listed as a primary and noncontributory additional insured with respect to Commercial General Liability policy, including products-completed operations/OP AGG, personal and advertising injury, contractual liability coverage, fire damage, and medical expenses for any one person, for Employer's Liability, for Automobile liability, and for Worker's Compensation. The City shall be granted a waiver of subrogation for the commercial general liability, automobile liability and

worker's compensation policies. Company shall provide a Certificate of Insurance to the City as evidence of coverage.

Company shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Company shall maintain said coverage throughout the term of the Agreement and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the Company maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Company or any Sub-Consultant on the job with limits of at least \$500,000.00. The Company shall also have Employers Liability Insurance with limits of \$1,000,000.00. A copy of the waiver of subrogation attached to the policy shall be included in the Certificate. Any termination of workers' compensation insurance coverage by Company or any cancellation or non-renewal of workers' compensation insurance coverage for the Company shall be a material breach of the contract.

The Certificate shall provide 30 days' written notice of cancellation, and ten (10) days' written notice for non-payment. If at any time during the life of the Agreement or any extension hereof, Company fails to maintain the required insurance in full force and effect, Company shall be in breach hereof and all work under the Agreement shall be discontinued immediately. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

Notwithstanding anything contained herein, to the contrary, all insurance required herein shall be maintained at Company's (and approved Sub-contractors, as applicable) sole cost and expense.

14. Contractor shall further cause any approved Sub-Contractor to procure and carry, during the term of this Agreement, identical insurance coverage required of Contractor herein, including without limitation, Professional Liability coverage, protecting City against losses caused by the professional negligence of the approved Sub-Contractor. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability for this particular Contract (with a copy of the endorsement attached to the Certificate of Insurance) and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Lubbock Power & Light and its officers, employees, and elected representatives shall be named as additional insureds for all required coverages. Contractor shall provide a Certificate of Insurance to the City as evidence of coverage. All Certificates of Insurance shall reference the project name or bid number for this Contract. Contractor agrees to provide 30 days' notice to LP&L for any cancellation, nonrenewal, or material change of any applicable insurance coverage.

Contractor shall elect to obtain workers' compensation coverage or occupational medical and disability pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Agreement and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Such Worker's Compensation Insurance shall cover all employees whether employed by the Contractor or any Sub-Contractor on the job of at least \$1,000,000.00. The Contractor shall also have Employers Liability Insurance with limits of \$1,000,000.00. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the Contractor shall be a material breach of the Agreement. The Contractor may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation.

In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Contractor shall elect to obtain pollution liability insurance coverage in the amount of \$1,000,000 per occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants, including but not limited to on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants, pollutants, whether deemed “hazardous substances” under the Texas Solid Waste Act or the Comprehensive Environmental Response, Compensation, and Liability Act, as they may be amended, or not, into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. In addition, the insurance will provide coverage for legal defense and cleanup costs.

If at any time during the life of the Agreement or any extension hereof, Contractor fails to maintain the required insurance in full force and effect, Contractor shall be in breach hereof and all work under the Agreement shall be discontinued immediately. Any failure to maintain the required insurance shall be a default hereunder, and in addition to the exercise of other rights and remedies available to LP&L, LP&L may immediately terminate this Agreement without notice.

15. Neither LP&L nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
16. Upon default by Contractor, LP&L reserves the right to exercise any right or remedy available to it by law, Agreement, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, LP&L shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, this provision shall control. It is further understood that this Agreement is to be construed under Texas law, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ANY ACTIVITY CONTEMPLATED HEREBY, SHALL LIE EXCLUSIVELY IN LUBBOCK COUNTY, TEXAS.
17. At any time during the term of this Agreement, or thereafter, LP&L, or a duly authorized audit representative of LP&L or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to the Services provided to LP&L under this Agreement. In the event such an audit by LP&L reveals any errors or overpayments by LP&L, Contractor shall refund LP&L the full amount of such overpayments within thirty (30) days of such audit findings, or LP&L, at its option, reserves the right to deduct such amounts owing LP&L from any payments due Contractor.
18. Contractor represents and warrants to LP&L that it is duly authorized to conduct business in the State of Texas and that the execution, delivery and performance of this Agreement have been duly authorized by all requisite action on the part of Contractor. This Agreement constitutes legal, valid and binding obligations of the Contractor and is enforceable in accordance with the terms hereof.
19. This Agreement consists of the following documents attached hereto and made a part hereof: this Agreement, Exhibit “A”, and Exhibit “B”. In the event of a conflict between this Agreement for

Services and any other document made a part of this Agreement, the following order of precedence shall control: the Agreement, Exhibit “A”, and Exhibit “B”.

20. Contractor hereby warrants that it is in compliance with Chapter 2271, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this Agreement.
21. Non-Discrimination against Firearm Entities/Trade Associations. Company hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
22. Non-Boycott of Energy Companies. Company hereby warrants that it is in compliance with Chapter 2276, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.
23. All funds for payment by LP&L under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Lubbock. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under this Agreement, LP&L will terminate this Agreement on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the “Non-Appropriation Date”). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Contractor on thirty (30) days’ prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this Agreement beyond the Non-Appropriation Date.
24. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

25. Conflict of Terms. In the event of a conflict between the terms of this Agreement and any attached Exhibits, Statements of Work, Terms and Conditions, or Appendices, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LUBBOCK, ACTING
BY AND THROUGH
LUBBOCK POWER & LIGHT

Joel Ivy, Director of Electric Utilities

APPROVED AS TO CONTENT:

Felix Orta, Purchasing Manager Electric Utilities

APPROVED AS TO FORM:

Keli Swan, General Counsel

CONTRACTOR
A-line TDS, Inc., an Iowa corporation

By: Jon Lapczynski

Title: President

Print Name: Jon Lapczynski

Address: 1500 N. Main St

City, State, Zip Code: Tonkawa, OK 74653

RFP# 7120-26-ELD

**LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment
& Decommissioning Services - Annual Pricing**

DUE DATE/TIME:
February 19, 2026, 3:00 p.m.

SUBMITTED BY:

A-Line T.D.S.

Proposal must be addressed to:

Felix Orta, Purchasing Manager Electric Utilities
Lubbock Power & Light
1314 Ave K – 5th Floor
Lubbock, Texas 79401

Communications and Anti-Lobbying Provision during the Proposal Process

ALL CORRESPONDENCE CONCERNING THIS RFP SHALL ONLY OCCUR THROUGH THE ESTABLISHED PROCESS OF THE PRE-CONFERENCE MEETINGS AND BY REQUESTING CLARIFICATION THROUGH THE BONFIRE VENDOR DISCUSSION TAB. VIOLATIONS ARE A CAUSE FOR IMMEDIATE DISMISSAL FROM FURTHER CONSIDERATION IN THIS PROCESS.

DURING THE PERIOD BETWEEN THE PROPOSAL RELEASE DATE AND THE CONTRACT AWARD, OFFERORS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE LP&L ELECTRIC UTILITY BOARD, LP&L CONSULTANT OR LP&L/CITY STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.

THIS PROVISION IS INTENDED TO HELD MAINTAIN A LEVEL PLAYING FIELD FOR ALL PARTICIPANTS, TO HELD CONFIRM THAT RESOURCE DECISIONS ARE MADE ACCORDING TO THE ESTABLISHED PROCESSES, AND TO OTHERWISE PROTECT THE INTEGRITY OF THE RFP PROCESS. VIOLATION OF THIS PROVISION IS CAUSE FOR IMMEDIATE DISMISSAL OF A PARTICIPANT.

PRE-PROPOSAL MEETING

- 1 There will be a non-mandatory TEAMS pre-proposal conference on February 3, 2026 at 10:00 A.M. CST.
- 2 Offerors are to email Felix Orta at Forta@lpandl.com by February 2, 2026 at 5 P.M. CST, to confirm attendance and to receive the meeting invite. **Please note your company will not receive the meeting invite if not requested by this time.**
- 3 It is the Offerors responsibility to attend the pre-proposal meeting. LP&L will not be responsible for providing information discussed at the pre-proposal meeting to Offerors who do not attend the pre-bid meeting.

LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services
- Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7120-26-ELD

Checklist

Please ensure that you complete and submit the following documents and information to the Lubbock Power & Light Bonfire portal before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.

	Documents <u>MUST</u> be completed in blue or black ink or typed in. Signatures must be original, in blue or black ink, and by hand.			
	The Request for Proposal Form <u>MUST</u> be completed, page 4.			
	Clearly mark the RFP number, title, due date and time, and your company name and address on the proposal.			
	Submit one copy of the proposal. Each Offeror must submit an original signed proposal. <u>Electronic copy must be in PDF format</u>			
	Insurance Requirement Affidavit, page 18.			
	Complete the Non-Collusion Affidavit, page 19.			
	Completed and signed SUSPENSION AND DEBARMENT CERTIFICATION. Please include Company Federal TAX ID number or Social Security number, page 20.			
	State Law Verifications, page 21.			
	BULK POWER SYSTEM SOURCING DISCLOSURE FORM, page 23.			
	Proposal Form Exhibit A., page 29.			
	Offeror's Qualifications, page 31.			
	Safety Record Questionnaire, page 32.			
	Acknowledge use of Job Estimating Form, page 34.	YES		NO <i>Please see pricing on A-Line doc.</i>
	Confirm Acceptance of LP&L's Terms and Conditions	<input checked="" type="radio"/> YES		NO

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.


Request for Proposal Form **MUST** be completed

A-Line T.D.S.

Print Name of Company.

Jon Lapczynski 580-628-5371

Contact Person/Phone

SUBMIT TO: LUBBOCK POWER & LIGHT BONFIRE PORTAL https://lpandl.bonfirehub.com/portal/?tab=openOpportunities			LUBBOCK POWER & LIGHT REQUEST FOR PROPOSAL 7120-26-ELD	
Felix Orta Purchasing Manager Electric Utilities				AN EQUAL OPPORTUNITY EMPLOYER
TEL: 806.775.2170 EMAIL: Forta@lpandl.com				
TITLE: LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services - Annual Pricing		SUBMITTAL DEADLINE: February 19, 2026, 3:00 P.M. CST		
PRE PROPOSAL DATE, TIME AND LOCATION: TEAMS pre-proposal conference meeting. February 3, 2026 at 10:00 A.M. CST. - Non-mandatory		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>		
RESPONDENT NAME: Jon Lapczewski		IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON. LUBBOCK POWER & LIGHT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, LP&L RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF LP&L. IT IS THE INTENT AND PURPOSE OF LUBBOCK POWER & LIGHT THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE OFFEROR'S RESPONSIBILITY TO ADVISE THE LUBBOCK POWER & LIGHT PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.		
MAILING ADDRESS: 1500 N. Main St.				
CITY - STATE - ZIP: Tonkawa, OK 74653				
TELEPHONE NO: 580-628-5371				
FAX NO:				
E-MAIL: jonl@olinetds.com				
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 47-1580803				

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED.

An officer or employee of Lubbock Power & Light cannot benefit from any contract, job, work or service for the utility or be interested in the sale to Lubbock Power & Light of any supplies, equipment, material or articles purchased. Will any officer or employee of Lubbock Power & Light, or member of their immediate family, benefit from the award of this proposal to the above firm? _____ YES NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING PROPOSAL FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED PROPOSAL FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE PROPOSAL FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to Lubbock Power & Light all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by Lubbock Power & Light. At Lubbock Power & Light's discretion, such assignment shall be made and become effective at the time Lubbock Power & Light tenders final payment to the Offeror.

Jon Lapczewski
 Authorized Signature

President
 Title

Jon Lapczewski
 Print/Type Name

2-4-2026
 Date

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services
- Annual Pricing
LUBBOCK POWER & LIGHT
RFP #7120-26-ELD

Lubbock Power & Light appreciates your time and effort in preparing your proposal. All Offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY, TIME & DATE

- 1.1 Lubbock Power & Light will receive written and sealed electronic competitive proposals for, **LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services - Annual Pricing** until 3:00 p.m. CST, February 19, 2026. Proposals must be submitted on Lubbock Power & Light Bonfire Portal.

<https://lpandl.bonfirehub.com/portal/?tab=openOpportunities>

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are submitted on the Lubbock Power & Light Bonfire Portal. Lubbock Power & Light assumes no responsibility for errant delivery of proposals. It is recommend for Offerors to upload their proposal on bonfire at least two hours to the close date and time.
- 1.3 **Proposals will be accepted through the Lubbock Power & Light Bonfire Portal only.** No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission.
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initiated by Offeror guaranteeing authenticity.
- 1.5 Lubbock Power & Light reserves the right to postpone the date and time for accepting proposals through an addendum.

2 PRE-PROPOSAL MEETING

- 2.1 There will be a non-mandatory TEAMS pre-proposal conference on February 3, 2026 at 10:00 A.M. CST.
- 2.2 Offerors are to email Felix Orta at Forta@lpandl.com by February 2, 2026 at 5 P.M. CST, to confirm attendance and to receive the meeting invite. **Please note your company will not receive the meeting invite if not requested by this time.**
- 2.3 It is the Offerors responsibility to attend the pre-proposal meeting. LP&L will not be responsible for providing information discussed at the pre-proposal meeting to Offerors who do not attend the pre-bid meeting.

3 CLARIFICATION OF REQUIREMENTS

- 3.1 It is the intent and purpose of Lubbock Power & Light that this request permits competitive proposals. It is the Offeror's responsibility to advise Lubbock Power & Light Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Lubbock Power & Light Purchasing Office no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.
- 3.2 **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING THROUGH BONFIRE VENDOR DISCUSSION TAB NO LATER THAN February 11, 2026.**

4 ADDENDA & MODIFICATIONS

- 4.1 Any changes, additions, or clarifications to the RFP are made by ADDENDA information available over the Internet at <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response

deadline. BUSINESSES WITHOUT INTERNET ACCESS may use computers available at most public libraries.

- 4.2 Any Offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing Manager. At the request of the Offeror, or in the event the Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing Manager. Such addenda issued by the Purchasing Manager and will be available over the Internet at <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities> and will become part of the bid package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by Lubbock Power & Light.
- 4.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. Lubbock Power & Light shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by Lubbock Power & Light in writing or in this RFP should be used in preparing bid responses. All contacts that a Offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of Lubbock Power & Light and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 4.4 Lubbock Power & Light does not assume responsibility for the receipt of any addendum sent to Offerors.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 5.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 5.2 Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

6 PROPOSAL COPIES

- 6.1 Provide one signed proposal on the <https://lpandl.bonfirehub.com/portal/?tab=openOpportunities> (No paper copies).
- 6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by Offerors shall become the property of LP&L when received.

7 PROPOSAL PREPARATION COSTS

- 7.1 Issuance of this RFP does not commit LP&L, in any way, to pay any costs incurred in the preparation and submission of a proposal.
- 7.2 The issuance of this RFP does not obligate LP&L to enter into contract for any services or equipment.
- 7.3 All costs related to the preparation and submission of a proposal shall be paid by the Offeror.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 8.2 **Proposals will be opened in a manner that avoids disclosure of the contents to competing Offerors and keeps the proposals secret during negotiations.** All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

- 8.3 Lubbock Power & Light will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.
- 8.4 To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Offeror agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
- 8.5 Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Texas Open Records Act.

9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 9.1 Lubbock Power & Light hereby notifies all Offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

10 CONFLICT OF INTEREST

- 10.1 By signing their proposal, the Offeror certifies and represents to LP&L that Offeror:
- 10.1.1 Is not owned, controlled, or actively influenced by any City of Lubbock or LP&L employee or an immediate relative of same;
 - 10.1.2 Does not employ or engage any person who is a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.1.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence the selection of, or who conducts business with, a supplier.
- 10.2 During the course of this agreement, the Offeror shall not:
- 10.2.1 Sell an equity or partnership interest to, or seek the counsel or influence of, any City of Lubbock or LP&L employee, or an immediate relative of such employee;
 - 10.2.2 Employ or engage a City of Lubbock or LP&L employee in a management, consulting, or sales capacity; or
 - 10.2.3 Does not employ in any capacity a City of Lubbock or LP&L employee who is in a position to influence, or who conducts business with, a supplier.
- 10.4 The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Lubbock Power & Light.

- 10.5 By signing their proposal, the Offeror certifies and represents to LP&L the Offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

11 ANTI-LOBBYING PROVISION

- 11.1 DURING THE PERIOD BETWEEN PROPOSAL RELEASE DATE AND THE CONTRACT AWARD, OFFERORS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF LUBBOCK POWER & LIGHT ELECTRIC UTILITY BOARD OR LP&L STAFF EXCEPT IN THE COURSE OF LP&L-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY LP&L.
- 11.2 This provision is not meant to preclude Offerors from discussing other matters with the Electric Utility Board members or LP&L staff. This policy is intended to create a level playing field for all potential Offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Offeror's proposal.

12 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show Offeror name and address of Offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

13 ABOUT THIS DOCUMENT

- 13.1 This document is a Request for Proposal. It differs from an Invitation to Bid in that Lubbock Power & Light is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an Offeror's approach meets the desired requirements and needs of Lubbock Power & Light. Those criteria that will be used and considered in evaluation for award are set forth in this document. Lubbock Power & Light will thoroughly review all proposals received. LP&L will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with Offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified Offeror submitting the best proposal. **LP&L reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**
- 13.2 **Proposal prices must be firm for a minimum period of sixty (60) days.**

14 EVALUATION PROCESS

- 14.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.
- 14.2 Respondents to this RFP may be required to submit additional information that LP&L may deem necessary to further evaluate the Offeror's qualifications.
- 14.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.
- 14.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. **Such presentations will be at no cost to Lubbock Power & Light.** At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

15 SELECTION

- 15.1 Selection shall be based on the responsible Offeror whose proposal is determined to be the most advantageous to Lubbock Power & Light considering the relative importance of evaluation factors included in this RFP. Unless otherwise specified herein, Lubbock Power & Light may award the proposal either item-by-item or on an all-or-none basis for any item or group of items shown on the Proposal Forms.
- 15.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

16 EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

17 NONAPPROPRIATION

All funds for payment by LP&L under this contract are subject to the availability of an annual appropriation for this purpose by LP&L. In the event of non-appropriation of funds by the Electric Utility Board of LP&L for the goods or services provided under the contract, LPL will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and LP&L shall not be obligated under this contract beyond the date of termination.

18 PROTEST

- 18.1 All protests regarding the RFP process must be submitted in writing to the LP&L Purchasing Manager within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process.

This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the Electric Utility Board by contacting the Purchasing Manager of LP&L.

All staff recommendations will be made available for public review prior to consideration by the Electric Utility Board as allowed by law.

- 18.2 **FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

Lubbock Power & Light is aware of the time and effort you expend in preparing and submitting bids to Lubbock Power & Light. Please let us know of any bid requirement causing you difficulty in responding to our Invitation to Bid. We want to facilitate your participation so that all responsible Offerors can compete for Lubbock Power & Light's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the Lubbock Power & Light Buyer (806) 775-2546.

19 HOUSE BILL 1295: DISCLOSURE OF INTERESTED PARTIES

- 19.1 House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Instructions for completing Form 1295 are available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- 19.2 Please list the City of Lubbock-LP&L as the name of governmental entity or state agency that is a party to the contract for which the form is being filed.
- 19.3 Please reference the bid number and description as the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

20. TERMS AND CONDITIONS

LP&L will consider, when evaluating proposals, any alterations made to LP&L General Terms and Conditions, including without limitation, any attempt to limit (i) warranties of seller (Section 13); (ii) defaults of Seller (Section 23); and/or (iii) causes and/or remedies available to LP&L in the event of default or warranty breach (Section 8). Please note that any changes or alterations made will be included in the evaluation criteria.

21. EXECUTIVE ORDER 13920

- 21.1 Pursuant to Executive Order 13920 (“Executive Order”), Offeror shall not acquire for, import for, transfer to, or install for LP&L, any “bulk power system electric equipment,” as “bulk power system” and “bulk power system electric equipment” are defined in the Executive Order and incorporated herein, including but not limited to the following: bulk-power system substations, control rooms, or power generating stations, including reactors, capacitors, substation transformers, current coupling capacitors, large generators, backup generators, substation voltage regulators, shunt capacitor equipment, automatic circuit reclosers, instrument transformers, coupling capacity voltage transformers, protective relaying, metering equipment, high voltage circuit breakers, generation turbines, industrial control systems, distributed control systems, and safety instrumented system, that have been developed, manufactured, or supplied, by persons owned by, controlled by, or subject to the jurisdiction or direction of a “foreign adversary” (as defined in the Executive Order, and any subsequent legislation, rules, or regulations interpreting same) (“Qualifying Equipment”). Bids or proposals that fail to observe this requirement will not be considered for award.

Offeror shall comply with Executive Order 13920.

If Offeror plans to provide or install Qualifying Equipment during the course of its work for LP&L, Offeror must complete Bulk Power System Disclosure form and shall therein identify the country of registration and location of manufacturer, the identity and country of registration of the seller (if not the manufacturer), identify the county of registration/nationality and location of the owner and/or owner of the controlling interest of the manufacturer and seller (as applicable), for each component or sub-component of the Qualifying Equipment Offeror proposes to provide to LP&L.

If Offeror selects a manufacturer or vendor of such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order, Offeror shall be deemed to satisfy the requirements of this section. Offeror shall provide documentation to LP&L reflecting any such pre-qualification with its response.

22. QUALIFICATIONS OF OFFERORS

- 22.1 The Offeror may be required before the award of any contract to show to the complete satisfaction of Lubbock Power & Light that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Offeror may also be required to give a past history and references in order to satisfy Lubbock Power & Light about the Offeror’s qualifications. Lubbock Power & Light may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to LP&L all information for this purpose that may be requested. The Offeror’s proposal may be deemed not to meet specifications or the proposal may be rejected if the evidence submitted by, or investigation of, the Offeror fails to satisfy LP&L that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Offeror’s qualifications shall include but not be limited to:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.

- (b) The ability of the Offeror to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the Offeror.
- (c) The quality of performance of previous contracts or services.
- (d) The safety record of the Offeror and proposed Sub-Offerees

Before contract award, the recommended Offeror for this project may be required to show that he has experience with similar projects that require the Offeror to plan his work efforts and equipment needs with Lubbock Power & Light specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Offeror may be required to provide the name(s) of supervisor(s) that will be used to perform.

23. OWNERSHIP REPRESENTATION AND WARRANTY

To the extent Chapter 2275, Texas Government Code applies to this contract, Offeror represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Offeror will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2275.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code. Offeror warrants and represents that LP&L's contract with Offeror therefore does not and will not violate Texas Government Code Section 2275.0101, *et seq.*

24. NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS

Offeror hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

25. NON-BOYCOTT OF ENERGY COMPANIES

Offeror hereby warrants that it is in compliance with Chapter 2276, of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

26. CONTRACT TERM

The contract shall be for a term of one (1) year, said date of term beginning upon formal approval by LP&L. The contract may be renewed for four (4) additional one year terms under the same term and conditions upon written agreement from both parties. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At LP&L's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

II. TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

These Terms & Conditions apply to all bids and become a part of the terms and conditions of any bid submitted and any Purchase Order submitted hereunder. LP&L shall mean Lubbock Power & Light. As used herein, Seller and Bidder shall mean one and the same person or entity.

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LP&L's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to LP&L until LP&L actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify LP&L of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Lubbock Power & Light, Accounts Payable, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** LP&L may, by written notice to the Seller, cancel this contract without liability if it is determined by LP&L that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Lubbock Power & Light with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event Seller gives or offers gratuities, as set forth, Seller shall be in breach of this contract, and, LP&L shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the LP&L and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.**
 - a. The price to be paid by LP&L shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, LP&L may cancel this contract without liability.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, LP&L shall have the right, in addition to any other right, of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall be void and of no effect, and shall further render this contract voidable at the option of the LP&L. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contract, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to

- calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Seller warrants the year2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. Lubbock Power & Light, at its sole option, may require the Seller, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to Lubbock Power & Light under this Contract. Failure to comply with any of the obligations contained herein, may result in Lubbock Power & Light availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are in addition to, and separate and discrete from, any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the products sold to LP&L shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, LP&L may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by LP&L will be at the Seller's expense.
 11. **NO WARRANTY BY LP&L AGAINST INFRINGEMENTS.** As part of this contract, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. LP&L makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall LP&L be liable to Seller in any way including, without limitation, for indemnity, in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify LP&L to this effect in writing within two weeks after the signing of this agreement. If LP&L does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify and save LP&L harmless from and against any loss, damage or claim of any kind or type. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
 12. **RIGHT OF INSPECTION.** LP&L shall have the right to inspect the goods at delivery before accepting them.
 13. **CANCELLATION.** LP&L shall have the right to cancel for default all or any part of the undelivered portion of this contract if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which LP&L may have in law, equity, contract or otherwise.
 14. **TERMINATION.** The performance of work, or purchase of goods under this contract may be terminated in whole, or in part, by LP&L in accordance with this provision. Such termination shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which the performance of work, or purchase of goods is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of LP&L set forth in Clause 13, herein.
 15. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
 16. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of LP&L. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
 17. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
 18. **INTERPRETATION-PAROLE EVIDENCE.** This contract, including without limitation, the Invitation to Bid Form, Instruction to Bidders, Terms and Conditions, Specifications and Purchase Orders issued hereunder, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
 19. **PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Offeror or vendor agrees that the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
 20. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Seller agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on

request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

21. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas as effective and in force during the term of this agreement.
22. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless LP&L, its agents, elected and appointed officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against LP&L in consequence of the granting of this Contract or which may anywise results therefrom or is related thereto, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the sub Seller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against LP&L in any such action, the Seller shall, at its own expenses, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend LP&L as herein provided.
24. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
25. **MBE.** Lubbock Power & Light hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
26. In the event Seller shall fail to perform under this contract, as provided herein, Seller shall be in default hereunder. In the event of default, LP&L shall be entitled to exercise any right or seek any remedy available to it by law, equity, contract, or otherwise. The remedies are cumulative and non-exclusive and may be exercised concurrently.
27. **OWNERSHIP REPRESENTATION AND WARRANTY.** To the extent Chapter 2275, Texas Government Code applies to this contract, Offeror represents and warrants that it is not, and during the term of this contract will not be (1) owned by or the majority of stock or other ownership interest of Offeror will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2275.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2275.0101, Texas Government Code. Offeror warrants and represents that LP&L's contract with Offeror therefore does not and will not violate Texas Government Code Section 2275.0101, et seq.
28. **NON-DISCRIMINATION AGAINST FIREARM ENTITIES/TRADE ASSOCIATIONS.** Offeror hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.
29. **NON-BOYCOTT OF ENERGY COMPANIES.** Offeror hereby warrants that it is in compliance with Chapter 2276, of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this agreement.

**Failure to comply with the listed Terms & Conditions may
result in disqualification of proposal.**

LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services
- Annual Pricing
 Lubbock Power & Light
 RFP 7120-26-ELD

INSURANCE REQUIREMENTS

SECTION A. Prior to the approval of this Contract by LP&L, the Offeror shall furnish a completed Insurance Certificate to LP&L, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. LP&L SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO LP&L.

A. General. Offeror shall procure and carry, at its sole cost and expense through the life of this Contract, insurance protection hereinafter specified, in form and substance satisfactory to LP&L and the City of Lubbock (the "City"), covering all risks of loss of all operations and activities in connection with this Contract, subject to the provisions set forth below. LP&L and the City must approve all Insurance Certificates prior to the commencement of any activities whether performed by Offeror, subOfferor, agents, or third parties. **The insurance carrier must be authorized to transact business in the State of Texas and have a Best's Financial rating of A:VII.**

A Certificate of Insurance specifying each and all coverage shall be submitted to LP&L prior to the execution of this Contract. All insurance coverages shall be prepared and executed by the insurance company or it's authorized agents and shall contain an endorsement naming the City of Lubbock as additional insureds, on a primary & non-contributory basis. Written notice of cancellation, nonrenewal or any material change shall be provided thirty (30) days in advance of coverage termination, as prescribed below. All insurance shall provide a waiver of subrogation in favor of the City of Lubbock, and shall contain cross liability and severability clauses. The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by LP&L or the City, the Offeror shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Offeror has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability Requirements: \$1M/occurrence is needed

Professional Liability Requirements: NOT APPLICABLE

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent Offeror with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.. Employer Liability (\$1M) is required with Workers Compensation.

Pollution Liability Requirements: \$500K occurrence / \$1M aggregate

Special Insurances

Crime Protection Coverage Requirements: NOT APPLICABLE

Carrier Cargo Liability Requirements: NOT APPLICABLE

Manned Aircraft Liability Requirements: NOT APPLICABLE

Unmanned Aircraft Liability Requirements: NOT APPLICABLE

Aircraft Aerial Application Liability Requirements: NOT APPLICABLE

Garage Liability Requirements: NOT APPLICABLE

Garagekeepers Legal Liability Requirements: NOT APPLICABLE

Bailee's Coverage Requirements: NOT APPLICABLE

Bailee's Coverage Amount: NOT APPLICABLE

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet an A.M. Best rating of A- or better.

* SubOfferors must carry same limits as listed above.

REQUIRED PROVISIONS

The Offeror agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and Lubbock Power & Light, and their respective officers, employees, and elected representatives as additional insured (as the interest of each insured may appear subject to policy limitations and the limitations of this Contract, if any) as to all applicable coverage;
- b. Provide for 30 days' notice to LP&L for cancellation, nonrenewal, or material change, as provided below;
- c. All copies of the Certificates of Insurance shall reference the project name or request for quote number for which the insurance is being supplied.

NOTICES

The Offeror shall notify LP&L in the event of cancellation, nonrenewal or any material change in coverage, and shall give such notices not less than 30 days prior to such event, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to LP&L at the following address:

Felix Orta – Purchasing Manager Electric Utilities Electric Utilities
Lubbock Power & Light
1314 Avenue K – 5th floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City or LP&L regarding any insurance supplied by the Offeror shall not relieve the Offeror of full responsibility or liability for damages and accidents as set forth in this Contract. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Offeror from liability

LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services
- Annual Pricing
 Lubbock Power & Light
 RFP 7120-26-ELD

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Offeror
 And Attached to Proposal Submittal

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Insurance Agent/Broker. If I am awarded this contract by Lubbock Power & Light, I will be able to, within ten (10) days after being notified of such award by Lubbock Power & Light, furnish a valid insurance certificate to LP&L meeting all of the requirements defined in this bid/proposal.

Jon Lapczenski
 Offeror (Signature)

Jon Lapczenski
 Offeror (Print)

OFFEROR'S NAME: A-Line T.D.S.
 (Print or Type)

OFFEROR'S ADDRESS: 1500 N. Main St.
Tonkawa, OK 74653

Name of Agent/Broker: TrueNorth Companies

Address of Agent/Broker: 500 1st St. SE

City/State/Zip: Cedar Rapids, IA 52401

Agent/Broker Telephone Number: (319) 366-2723

Date: 2-5-2026

NOTE TO OFFEROR

If the insurance requirement specified above is not met, LP&L has the right to reject this bid/proposal and award the contract to another Offeror. If you have any questions concerning these requirements, please submit your questions through Bonfire.

CITY OF LUBBOCK
NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
§
LUBBOCK COUNTY

Jon Lapczewski being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said Offeror has not directly induced or solicited any Offeror on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Offeror has not in any manner sought by collusion to secure to self an advantage over any other Offeror or Offerors.

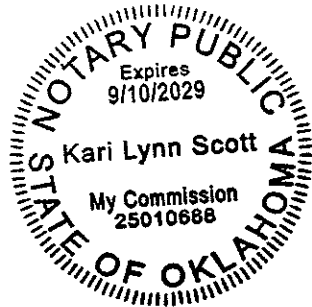
A-Line T.D.S.
NAME OF FIRM

Jon Lapczewski
SIGNATURE OF OFFEROR

President
TITLE

Subscribed and sworn to before me this 06 day of February, 2026

Kari Lynn Scott
Notary Public in and for the State
of Oklahoma residing at
204 Carrousel Drive
Tonkawa, OK 74653



NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Offerors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: A-Line T.D.S.

Signature of Company Official: Jon Lapczynski

Date Signed: 2-6-2026

Printed name of company official signing above: Jon Lapczynski

State Law Verifications

I, Jon Lapczynski (Person name), the undersigned representative of (Company or Business name) A-Line T.D.S.

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapters 2271, 2274 and 2276:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual may have with the City of Lubbock acting by and through Lubbock Power & Light.

Pursuant to Section 2271.001, Texas Government Code:

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

Furthermore, the company named above verifies that (1) it does not boycott energy companies; and (2) it will not boycott energy companies during the term of the contract with the City of Lubbock, acting by and through Lubbock Power & Light.

Pursuant to Section 2276, 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).

Furthermore, the company named above verifies that (1) it 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 with the City of Lubbock, acting by and through Lubbock Power & Light, against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
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 associations that exists to make a profit. The term does not include a sole proprietorship.
3. "Discriminate against a firearm entity or firearm trade association" (A) 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; and (B) does not include: (i) the established policies of a merchant, retail seller,

or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6. "Firearm entity" means: (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and (B) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that: (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual; (B) has two or more firearm entities as members; and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

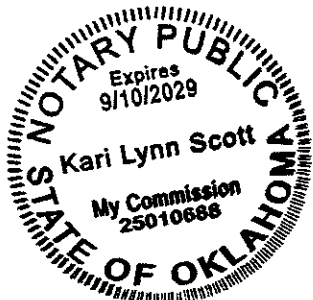
2-6-2026

DATE

Jon Lapczenski
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 06 day of February, 20 26, personally appeared Jon Lapczenski, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Kari Lynn Scott
NOTARY SIGNATURE

BULK POWER SYSTEM SOURCING DISCLOSURE FORM

The following form must be completed if you or your company plans to acquire for, import for, transfer to, or install for LP&L Qualifying Equipment as defined in the LP&L "General Conditions of the Agreement". Completion of this form will not be necessary if you or your company is or selects a manufacturer or vendor for all such equipment that has been pre-qualified by the Secretary of Energy under the Executive Order.

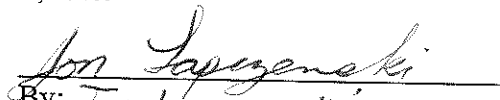
In the table below, please provide the following information for each component and/or subcomponent of all Qualifying Equipment manufactured, acquired, and/or transferred by the People's Republic of China or a "Foreign Adversary" (as that term is defined by the Executive Order and any associated documents and notices, or subsequent legislation, rules, or regulations interpreting same), as applicable, that you plan to acquire for, import for, transfer to, or install for LP&L.

- (i) On Line 1 below, indicate the manufacturer(s), importer(s), vendors/supplier(s), and/or owner(s) of the manufacturer(s), importer(s), vendor/supplier(s), of each component or sub-component of Qualifying Equipment as applicable; and
- (ii) On Line 2, indicate the owning country, the country of incorporation/registration, or country of nationality of each individual and/or entity indicated according to instruction (i) above, that is designated as a "Foreign Adversary".

DESCRIPTION OF GOOD	MANUFACTURER	IMPORTER	VENDOR/SUPPLIER	OWNER
	1. _____ _____	1. _____ _____	1. _____ _____	1. _____ _____
	2. _____ _____	2. _____ _____	2. _____ _____	2. _____ _____
	1. _____ _____	1. _____ _____	1. _____ _____	1. _____ _____
	2. _____ _____	2. _____ _____	2. _____ _____	2. _____ _____

I CERTIFY THAT:

- The information provided in this document is complete and accurate to the best of my knowledge. I agree that I will indemnify and hold harmless LP&L against any loss, liability, claim, damages, or expense (including the reasonable cost of investigating or defending any alleged loss, liability, claim, damages, or expense and reasonable counsel fees incurred in connection therewith) arising by reason of any false statement or material omission made on or with respect to this document.
- I agree to maintain and present upon request documentation necessary to support this certificate and to inform, in writing, all persons to whom this disclosure was given of any changes that would affect accuracy or validity of this disclosure.
- Bidder/Supplier does not engage in any Prohibited Transactions, as that term is defined in the *Prohibition Order Securing Critical Defense Facilities*, dated December 17, 2020.


 By: Jon Lapczenski
 Title: President
 Company: A-Line T.D.S.

LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services
- Annual Pricing
 Lubbock Power & Light
 RFP 7120-26-ELD

INTERLOCAL PURCHASING (optional)

Lubbock Power and Light desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Proposal Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from Lubbock Power and Light. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with Lubbock Power and Light will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Lubbock Power and Light will be billed directly to that governmental entity and paid by that governmental entity. Lubbock Power and Light will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

COMPANY NAME: A-Line T.D.S.

Signature of Company Official: Jon Spengler

LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services - Annual Pricing

Lubbock Power & Light
RFP 7120-26-ELD

1. GENERAL SECTION

- 1.1 This solicitation is a Request for Proposal (RFP) for the sale of Used Oil Filled Non-PCB (<50 ppm) Electrical Equipment and Substation Decommissioning.
- 1.2 Even though the equipment offered for sale is expected to be non-PCB (<50 ppm), the successful offeror must be approved under the Toxic Substances Control Act (TSCA) to accept and/or dispose of LP&L's PCB waste in accordance with the regulations outlined in 40 Code of Federal Regulations 761. Failure to show approval is cause for immediate dismissal of their proposal and may not be further evaluated.
- 1.3 **Equipment or oil exceeding 50ppm will not be included in this proposal.**
- 1.4 The equipment offered for sale will be primarily located at LP&L Transformer Yard, 415 Massengale Drive, Lubbock, TX 79404. At times Substation equipment in other locations around Lubbock, TX maybe offered for sale.
- 1.5 The equipment will be sold as-is, where is with no warranty, expressed or implied, as provided in the Contract. The oil has been either sampled or nameplated but not drained. All nameplated devices will have a date of manufacture after July 2, 1979. When oil samples have been taken, copies of the sample results will be provided.
- 1.6 The Offeror is expected to complete the pre-shipment process at least fourteen days prior to the pick-up date unless written approval and agreement is obtained by both parties. The pre-shipment process will consist of the Offeror providing; load list(s), manifesting, signage and any necessary shipping containers.
- 1.7 Offeror is responsible for all transportation, permits, loading, lifting, draining of fluids, etc. pertaining to the removal of the equipment. Lubbock Power & Light will not be able to assist in any way with the removal of the transformers.
- 1.8 The Offeror is expected to complete a post-shipment process within fourteen days after the pick-up date identifying each piece of equipment received at the commercial storage facility by serial number or identification means if the serial number is not available.
- 1.9 Normal pick-ups are expected on a quarterly basis or as needed with agreement by both parties.
- 1.10 Types of Equipment:
 - Pole-mount transformers of varying voltage
 - Pad-mount single-phase transformers of varying voltage
 - Pad-mount three-phase transformers of varying voltage
 - Substation transformers of varying voltage.

- Sale of other used oil filled Non-PCB electrical equipment (including, but not limited to, transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches)
 - Mineral oil
- 1.11 Offeror's will include in their proposal, costs for Substation Decommissioning Services to include onsite dismantling.
- 1.12 Decommissioned substations will be de-energized and basically free from obstructions around and overhead.
- 1.13 Offeror's will submit the job estimating form (ATTACHMENT A) for any decommissioning services requested, approval must be authorized by LP&L department representative prior to commencement of work

2. SUBMITTALS

Complete pricing information is required.

Offerors should include in their proposal a detailed explanation of the work to be carried out and timeline for its execution.

Submittals should include a list of references in support of the Offeror's qualifications and experience.

3. EXCEPTIONS:

Any exceptions to the requirements stated herein must be stated in the formal proposal. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, in order for consideration to be given to the proposal.

4. SELECTION AND AWARD PROCESS:

- A. Responses to this RFP will be reviewed by an evaluation committee, which may include senior management representatives, a financial officer, and/or an independent consultant. A short list of firms will be identified and may be interviewed by the evaluation committee and asked to demonstrate the proposed system.
- B. Selection shall be based on the evaluation factors published in this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract.
- C. NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT LP&L TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

5. RESPONSE FORMAT AND PREPARATION INSTRUCTIONS

Offerors shall use the prescribed format outlined in this RFP to clearly indicate their experience and qualifications, describe their technical approach to this project, and fully describe their proposal.

Responses must be uploaded on bonfire in the format outlined in this RFP. One signed proposal. Response will be reviewed to determine if it is complete before evaluation. LP&L reserves the right to eliminate from further consideration any response that is

deemed to be unresponsive to this RFP. The intent of LP&L is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated based on the material and substantiating evidence presented in the proposal, and not on the basis of what could be inferred.

Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner.

6. EVALUATION FACTORS

A. Completeness

Each response will be reviewed before the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order.

B. Formal Evaluation

1. Evaluation Process

LP&L will appoint a selection committee to formally evaluate each response. The evaluation process will objectively grade the responses on their merit and responsiveness. Responses will be evaluated based on the material and substantiating evidence presented in the response, and not on the basis of what could be inferred. The evaluation process will include verification of references, verification of project team resumes, confirmation of financial information, and may also include other information as determined by LP&L in its sole discretion.

2. Grading Format

Each section or subsection of the RFP response will be considered a separate selection criterion and will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points. Scoring will be summarized on the Formal RFP Evaluation Form.

3. Point Values

The following shall be the criteria for evaluating and ranking the proposals and is made part of the above specification:

40% PRICE: The proposal price of all the proposals becomes the standard by which all price proposals are evaluated. This includes highest sale costs offered by the Offeror and lowest rates to perform services.

30% OFFEROR QUALIFICATIONS & REFERENCES: When evaluating a Offeror's qualifications, LP&L uses the Offeror's Statement of Qualifications Form, attached within and past experience with the Offeror. Please also include a list of **five references in the United States within the past 5 years** who can verify the quality of service. LP&L may not be used as a reference

20% ADHERANCE TO SPECIFICATIONS AND TERMS & CONDITIONS: Each evaluator assigns points based upon the responses you provide in your proposal. Exceptions to the specifications or terms & conditions will be scored accordingly.

10% SAFETY RECORD QUESTIONNAIRE: Each evaluator assigns points based upon the responses you provide in your “Safety Record Questionnaire” and the Offerors Experience Modification Ratio. The Offeror shall submit this ratio in the Offerors Statement of Qualifications. Offerors with an Experience Modification Ratio greater than 1 will be scored as zero. Lubbock Power and Light may consider any incidents involving worker safety or safety of Lubbock residents, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor under the Offeror’s control. Evaluators will base their rating primarily upon the type of offense, date of the offense, location where the offense occurred, final disposition of the offense, the penalty assessed, as well as the Experience Modification Ratio.

C. Oral Interview

After the formal evaluations, LP&L may decide on oral interviews to address specific issues with selected Offerors.

D. Final Selection/Notification

The evaluation of the RFP responses and the oral interview will be considered. The Offeror with the highest overall evaluation shall be selected as the primary Offeror. LP&L will notify the selected firms. LP&L has the right and intends on awarding this contract to one or more Offerors.

E. GENERAL.. Each Offeror shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the proposal.

ACCEPTANCE AND REJECTION OF PROPOSALS. The Owner reserves the right to accept the Proposal which, in its judgment, is the best evaluated Proposal; to reject any and all Proposals; and to waive irregularities and informalities in any Proposals that is submitted.

Time Line for Procurement Process

Following is a listing of actions and anticipated dates; LP&L reserves the right to change the dates, if necessary, as determined in its sole discretion.

Date	Milestone
January 25, 2026	Advertising & Publishing RFP
February 3, 2026	Pre-bid meeting, 10:00 A.M. CST
February 11 , 2026	Deadline for Questions/Clarifications by 5:00 P.M. CST
February 18, 2026	Proposals due in Purchasing by 3:00 pm C.S.T.
March 17, 2026	EUB Approval

EXHIBIT A

**LP&L Sale of Used Oil Filled Non-PCB Electrical Equipment & Decommissioning Services
- Annual Pricing
RFP 7120-26-ELD**

UNIT COST PROPOSAL SUBMITTAL FORM

- 1 Offerors are to submit their purchase price rates for items listed below to include onsite loading trailer and mileage costs.
- 2 Offerors are to submit their rate sheet for Substation decommission services to include onsite teardown, disposal, credits for oil filled non-PCB electrical equipment, credits for scrap metal, transportation and any other costs associated with decommissioning a Substation.
 - 2.1. The rates for these services must include per diem costs, travel, vehicle charges, equipment charges, incidental parts & supplies necessary to perform the services and may not be listed separately.
- 3 Offeror must be approved under the Toxic Substances Control Act (TSCA) to accept and/or dispose of LP&L's PCB waste in accordance with the regulations outlined in 40 Code of Federal Regulations 761.

<u>DESCRIPTION</u>	<u>U/M</u>	<u>Size</u>
1. Sale of pole mount transformers, full. Rating)	KVA	3-50 (KVA
2. Sale of pole mount transformers, drained. Rating)	KVA	3-50 (KVA
3. Sale of pole mount transformers, full. Rating)	KVA	75-500 (KVA
4. Sale of pole mount transformers, drained. Rating)	KVA	75-500 (KVA
5. Sale of single phase pad mount transformers, full. Rating)	KVA	10-50 (KVA
6. Sale of single phase pad mount transformers, drained. Rating)	KVA	10-50 (KVA
7. Sale of single phase pad mount transformers, full. Rating)	KVA	75-100 (KVA
8. Sale of single phase pad mount transformers, drained. Rating)	KVA	75-100 (KVA
9. Sale of three phase pad mount transformers, full. Rating)	KVA	75-500 (KVA

10. Sale of three phase pad mount transformers, drained. Rating)	KVA	75-500 (KVA
11. Sale of three phase pad mount transformers, full. (KVA Rating)	KVA	750-2500+
12. Sale of three phase pad mount transformers, drained. (KVA Rating)	KVA	750-2500+
13. Sale of regulators, full. Rating)	KVA	50-750 (KVA
14. Sale of regulators, drained. Rating)	KVA	50-750 (KVA
15. Sale of capacitors oil filled.	EA	All Sizes
16. Sale of substation class transformers pole mount Transformers full. needed basis.	EA	On an as
17. Sale of bulk transformer mineral oil.	GAL	All Sizes
18. Sale of transformer mineral oil in 55 gallon drum, full.	EA	Drum
19. Sale of miscellaneous equipment to include bushings, current transformers, circuit breakers, potential transformers, switches, SF6 breakers, reclosures, etc.,	LB	All sizes

Offeror's Organizational Experience

Organization Doing Business As	A-Line T.D.S.		
Business Address of Regional Office	1500 N. Main St.		
	Tonkawa, OK 74653		
Name of Regional Office Manager	Jon Lapczynski		
Year Business was Established	1991		
Telephone Numbers			
Main Number	580-628-5371		
Fax Number			
Web Site Address	www.alinetds.com		
Organization History			
List of names that this organization currently, has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:			
Names of Organization	From Date	To Date	
A-Line T.D.S. Inc.	2014	Present	
List of companies, firms or organizations that own any part of the organization.			
Name of companies, firms or organization			Percent Ownership
Offeror's Experience			
Years experience in projects similar to the proposed service:		33 years	
As a General Offeror	33 years	As a Joint Venture Partner	
Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?			NO
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization been released from a bid or proposal in the past ten years?			NO
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization ever been disqualification as a Offeror or Offeror by any local, state, or federal agency within the last five years?			NO
If yes provide full details in a separate attachment. See attachment No.			
Is this organization or your proposed surety currently in any litigation or contemplating litigation?			NO
If yes provide full details in a separate attachment. See attachment No.			
Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents?			NO
If yes provide full details in a separate attachment. See attachment No.			

SAFETY RECORD QUESTIONNAIRE

Lubbock Power & Light desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential Offerors prior to awarding proposals on LP&L contracts. Pursuant to Section 252.0435 of the Local Government Code, Lubbock Power & Light has adopted the following written definition and criteria for accurately determining the safety record of a Offeror prior to awarding proposals on City contracts.

The definition and criteria for determining the safety record of a Offeror for this consideration shall be:

Lubbock Power & Light shall consider the safety record of the offerors in determining the responsibility thereof. Lubbock Power & Light may consider any incidence involving worker safety or safety of the citizens of the City of Lubbock, Be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the Offeror for violations of OSHA regulations within the past three (3) years. Please include OSHA 300 and 300A logs provided for at least three (3) years to include: Lost Time / Days Away from Work Cases, Restricted / Transferred Cases, DART Cases, Other Recordable Cases and Fatalities.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the offeror and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of offeror and the citizens of the City of Lubbock.

In order to obtain proper information from offerors so that Lubbock Power & Light may consider the safety records of potential Offerors prior to awarding proposals on LP&L contracts, Lubbock Power & Light requires that offerors answer the following four (4) questions and submit them with their proposals:

QUESTION ONE

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO X

If the offeror has indicated YES for question number one above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____ NO X

If the offeror has indicated YES for question number two above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the offeror, or the firm, corporation, partnership, or institution represented by offeror, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO X

If the offeror has indicated YES for question number three above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

QUESTION FOUR

Provide your company's **Experience Modification Rate, OSHA 300 Logs, OSHA 300A Logs** and supporting information:

Experience modification rate: .71 (please provide the number)

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Don Spagnoli
Signature

President
Title

Proposal for Transformer and Electrical Equipment Recycling and Disposal for



Lubbock Power & Light

The power is yours.

Provided By

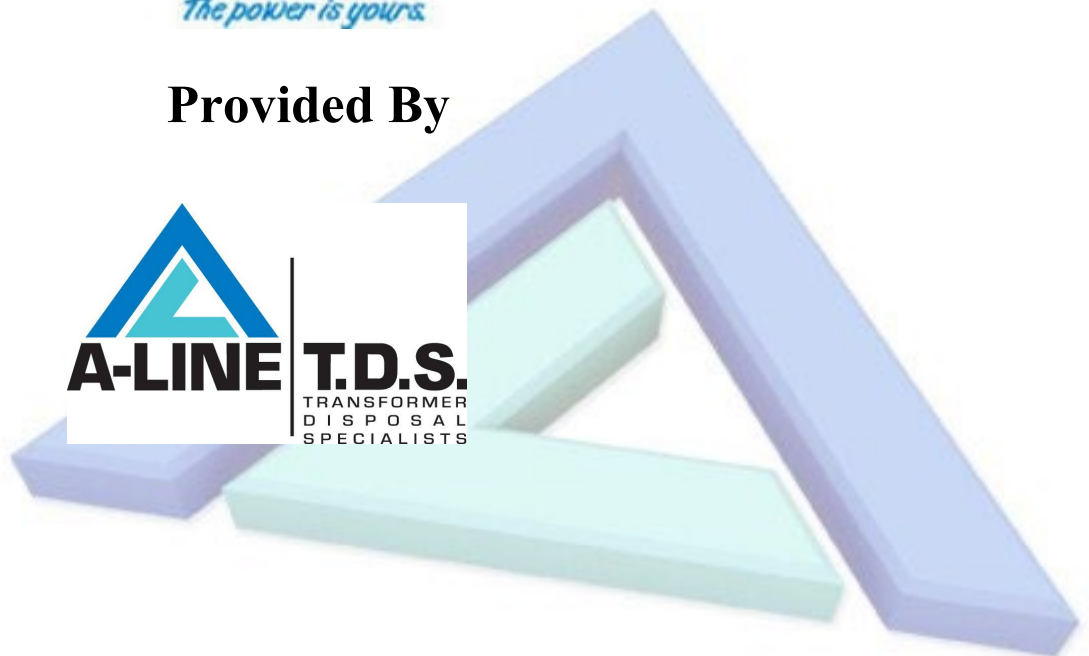


Table of Contents

A-Line Company Overview

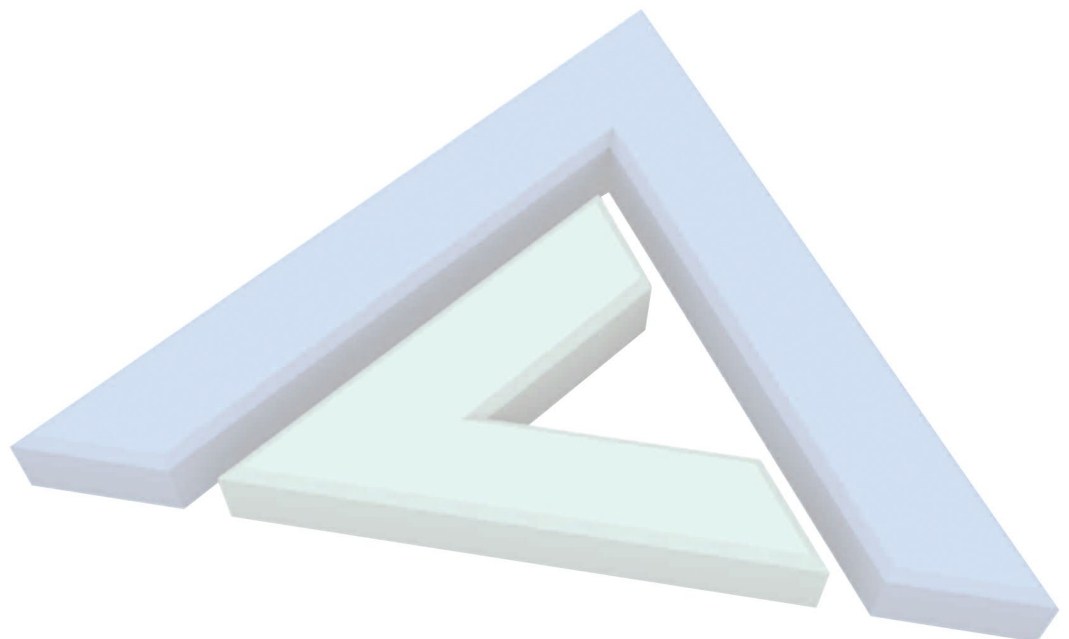
Service Approach

Transportation Services
Testing and Segregation
Tracking and Reporting
Certificate of Recycling/Disposal

Continuous Improvement

Pricing

Recycling Credits
Disposal and Transportation Charges



A-Line Company Overview:

TDS, founded in 1989, started out as a 30,000 square foot facility sitting on 9.64 acres. Today we have grown to 90,000 sq. feet on 62 acres with an additional 10,000 square foot specifically dedicated to fleet maintenance.

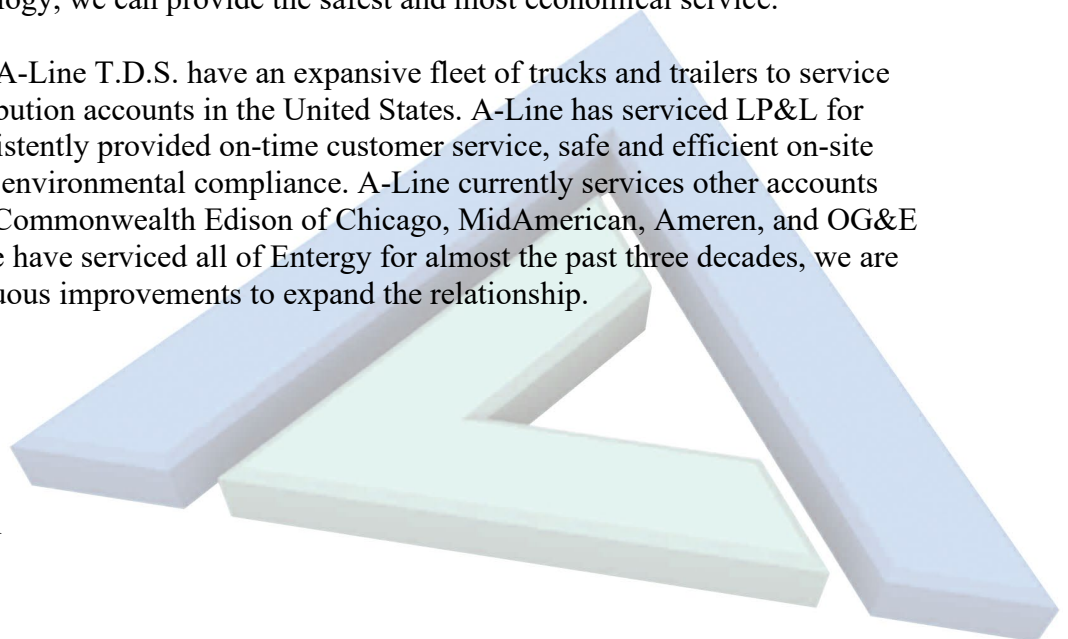
A-Line T.D.S. operates a state-of-the-art permitted PCB reclamation furnace, PCB commercial storage area, and oil de-chlorination process. A-Line T.D.S. is capable of recycling oil and electrical equipment over 500 ppm PCB. Headquartered in Tonkawa, OK, this facility was constructed and permitted through USEPA Region 6, for the purpose of providing environmentally safe disposal of transformers and associated electrical equipment regardless of PCB Concentration.

A-Line E.D.S. was founded in 1997 and is recognized as the industry's premier provider in electrical equipment decommissioning and recycling services. Headquartered in Waterloo, IA, A-Line E.D.S. is well known across the country for performing on-site decommissioning of large power transformers, power plants, complete substations, to include forensic tear-down work and the removal and recycling of small retired or failed transformers. Our unique on-site transformer decommissioning process encompasses units ranging from 5 KVA up to 1200 MVA. All work is performed by fully trained A-Line personnel using A-Line owned equipment.

Together, A-Line T.D.S. and A-Line E.D.S. provide the country's best removal and recycling services there are to offer. We pride ourselves on zero EPA or local agency violations. Our skilled and specialized field crews have an excellent safety record and are called upon for the most difficult transformer removal projects in the country. Utilizing our patented transformer decommissioning technology, we can provide the safest and most economical service.

Both A-Line E.D.S. and A-Line T.D.S. have an expansive fleet of trucks and trailers to service some of the largest distribution accounts in the United States. A-Line has serviced LP&L for many years and has consistently provided on-time customer service, safe and efficient on-site dismantling services and environmental compliance. A-Line currently services other accounts such as Entergy, Oncor, Commonwealth Edison of Chicago, MidAmerican, Ameren, and OG&E to name a few. While we have serviced all of Entergy for almost the past three decades, we are always looking at continuous improvements to expand the relationship.

Service Approach



Transportation Services

A-Line owns 29 tractors, 8 tankers and over 110 trailers. A-Line also has audited and approved qualified subcontractors to supplement services to maximize service abilities while minimizing expense. Our trailers include flatbeds, step decks, double drop and van trailers.

The trailers utilized to service LP&L locations are fully contained by a metal pan and outfitted with a spill kit to handle any hazard that may occur. We are the only company in our industry that provides trailers of this quality, providing additional protection against any environmental hazard and liability, limiting potential costly expenses for LP&L. Additionally, our trailers dedicated solely to the transportation of oil-filled electrical equipment and not used for any other hauling needs, minimizing LP&L's environmental risk.

A-Line is permitted to transport oil filled equipment containing any level of PCBs or equipment with unknown PCB levels. We provide all necessary manifests and paperwork for the transportation and processing of the equipment.

Sample truck and trailer below-

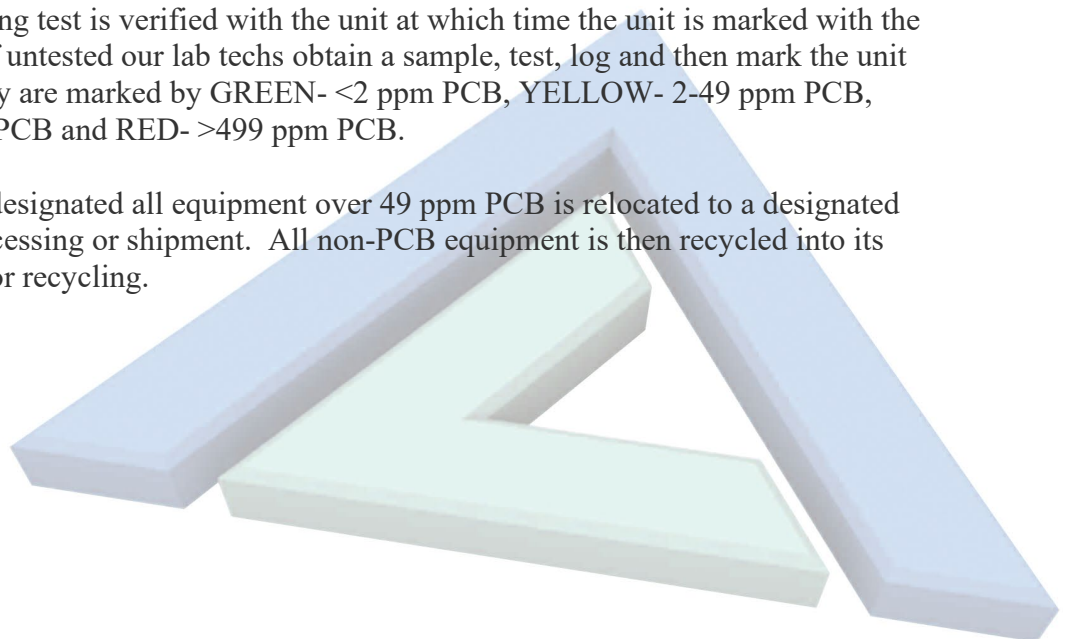




Testing and Segregation

A-Line has an in-house PCB Testing laboratory that performs testing utilizing ASTM Method D-4059 as required by our EPA Permit. Upon unloading at our facility, each piece of oil filled equipment is given a unique identifier and all pertinent information including manufacturer, serial number and weight is recorded into our system. If customer supplied PCB analytical is provided the corresponding test is verified with the unit at which time the unit is marked with the appropriate PCB level. If untested our lab techs obtain a sample, test, log and then mark the unit with it's PCB level. They are marked by GREEN- <2 ppm PCB, YELLOW- 2-49 ppm PCB, ORANGE- 50-499 ppm PCB and RED- >499 ppm PCB.

Once the PCB has been designated all equipment over 49 ppm PCB is relocated to a designated PCB area for further processing or shipment. All non-PCB equipment is then recycled into its respective components for recycling.



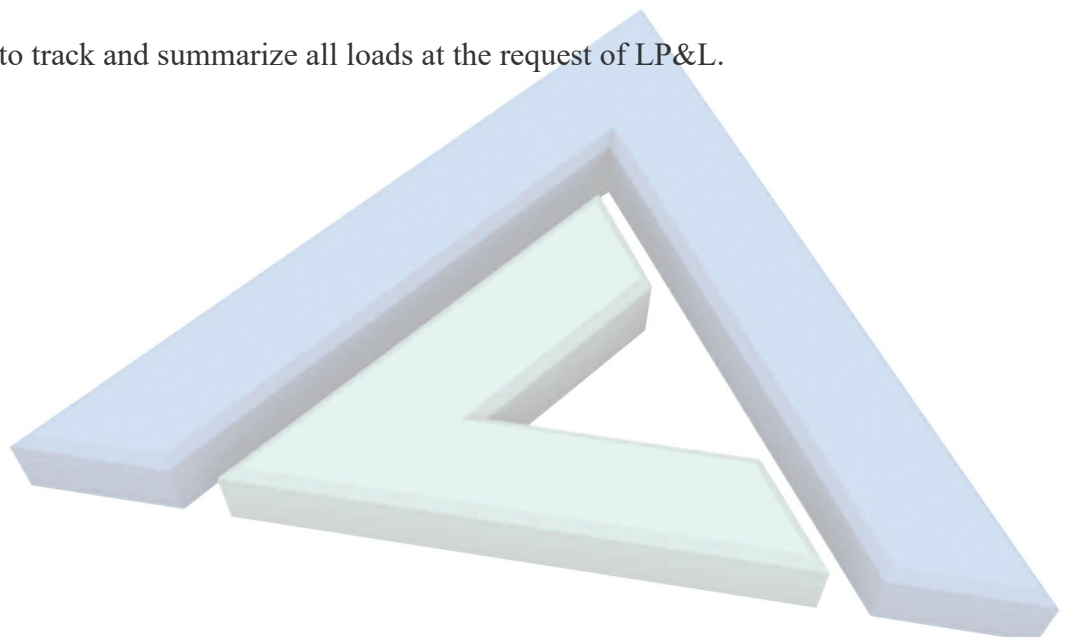
Tracking and Reporting

Every piece of oil filled equipment shipped is tracked by shipping document number and given its unique identifier. All pertinent information is logged into our system by load and records are kept for a minimum of 7 years. Equipment is tracked on a load sheet similar to the one as seen below.

LOAD SUMMARY SAMPLE

Pickup Location		EMT- Little Rock											
Shipping Document		ALN102030		PCB Detection Limit of 1ppm									
PICKUP DATE		09/08/19											
PLANT RECEIVED DATE		09/09/19											
A-Line ID#	Container	Pounds	Kg.	Cust ID #	Serial Number	Mfg Certified Non PCB	PPM Level	Date Removed From Service	Description of Material Include Pad, Pole, Regulator	KVA	Phase 1 or 3 - PADS ONLY	Oil Filled Y/N	
232235	CM	720	327.27	1	90J794100	Y	ND	03/26/19	PAD	37.5	1	Y	
232236	CM	720	327.27	2	741005971		ND	3/26/19	PAD	37.5	1	N	
232237	CM	540	245.45	3	CM110121822	Y	ND	3/26/19	POLE	37.5		Y	
232238	CM	620	281.82	4	56L31918		38	3/26/19	POLE	37.5		Y	
232239	CM	660	300.00	5	56L32097		33	3/26/19	POLE	37.5		Y	
232240	CM	1070	486.36	6	711070008		ND	3/26/19	POLE	100.0		Y	
232241	CM	670	304.55	7	6147327		ND	3/26/19	POLE	37.5		Y	
232242	CM	710	322.73	8	3030853		ND	3/26/19	POLE	37.5		Y	
232243	CM	510	231.82	9	76D1148902		ND	3/26/19	POLE	37.5		Y	
232244	CM	940	427.27	10	1040282990	Y	ND	3/26/19	POLE	75.0		Y	
232245	CM	270	122.73	11	3096894001	Y	ND	3/26/19	POLE	15.0		Y	
232246	CM	270	122.73	12	D336632 58P		6	3/26/19	POLE	10.0		Y	
232247	CM	620	281.82	13	E4398809		ND	3/26/19	POLE	50.0		Y	
232248	CM	520	236.36	14	831057654		ND	3/26/19	POLE	37.5		Y	
232249	CM	300	136.36	15	5W 63726		ND	3/26/19	POLE	5.0		Y	
232250	CM	270	122.73	16	841145306		26	3/26/19	POLE	10.0		Y	
232251	CM	580	263.64	17	2288182295	Y	ND	3/26/19	POLE	50.0		Y	
232252	CM	640	290.91	18	881109133		ND	3/26/19	POLE	50.0		Y	
232253	CM	160	72.73	19	CP571062056	Y	ND	3/26/19	RECLOSER			Y	
232254	CM	150	68.18	20	248076	Y	ND	3/26/19	RECLOSER			Y	
232255	CM	350	159.09	21	3471606		1	3/26/19	POLE	10.0		Y	
232256	CM	200	90.91	22	57E23775		42	3/26/19	POLE	5.0		Y	

A-line has the capability to track and summarize all loads at the request of LP&L.



LP&L Account Management

PRIMARY ACCOUNT MANAGER

Contact: Jon Lapczenski
Title: President
Location: Tonkawa, OK
Mobile: (712) 298-0213
Office: (580) 628-5371
Email: jonl@alinetds.com

Responsibilities include oversight of transportation scheduling, shipment documentation, regulatory compliance, project coordination and contract management.

TRANSPORTATION MANAGER

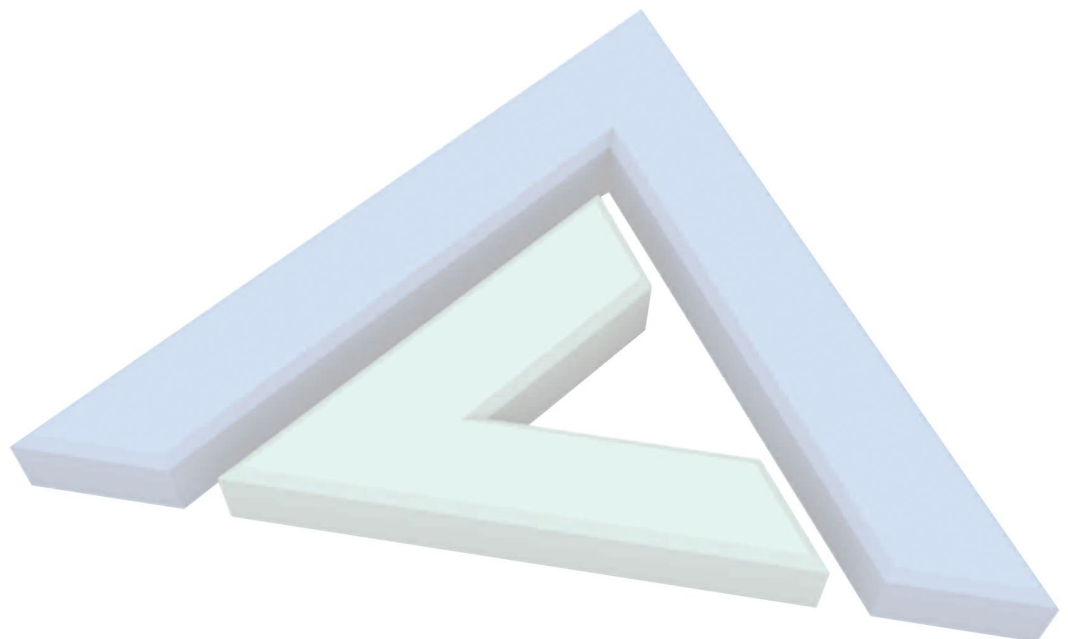
Contact: Darren Pendleton
Title: Transportation Manager
Location: Tonkawa, OK
Office: (580) 628-5371
Email: darrenp@alinetds.com

Transportation scheduling and management. Customer service.

ACCOUNTING AND ADMINISTRATIVE SUPPORT

Contact: James Standerfer
Title: Operations Services Coordinator
Location: Tonkawa, OK
Office: (580) 628-5371
Email: Tracyp@alinetds.com

Responsibilities include equipment tracking, accounting, reporting, invoicing, payments and compliance. Issuance of all certificates of recycling and disposal and report generation.



Pricing

The below pricing is market based. Utilizing the previous months average. Copper and Copper Aluminum Wound units will utilize AMM Refiners #1 while aluminum units and regulators will be based on AMM Aluminum Secondary Smelters Mixed Low Copper Clips.

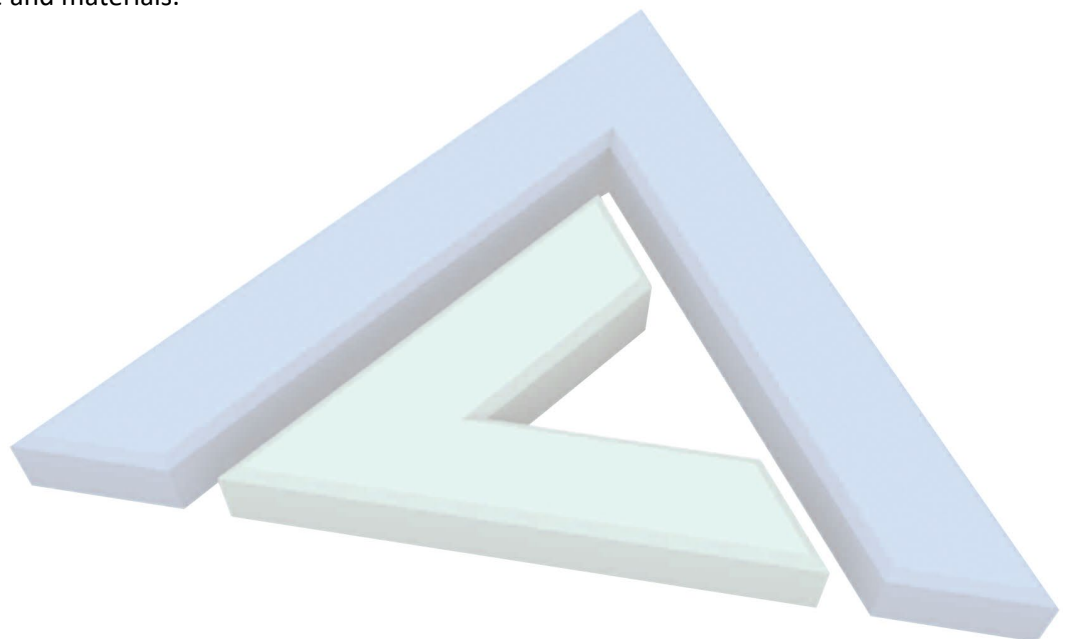
Copper wound - AMM Refiners #1	%	Measure	Price/KVA	\$ 5.30
Single Phase Poles 25KVA and smaller	171%	/KVA	\$ 9.06	
Single Phase Poles 37.5KVA to 100KVA	136%	/KVA	\$ 7.21	
Single Phase Poles >100KVA	101%	/KVA	\$ 5.35	
Single Phase Pads 25KVA and smaller	101%	/KVA	\$ 5.35	
Single Phase Pads 37.5 to 100 KVA	91%	/KVA	\$ 4.82	
Single Phase Pads 167 KVA and larger	61%	/KVA	\$ 3.23	
Three Phase Pads 300KVA and smaller	76%	/KVA	\$ 4.03	
Three Phase Pads 500KVA to 750KVA	66%	/KVA	\$ 3.50	
Three Phase Pads 1000KVA and larger	41%	/KVA	\$ 2.17	
Copper/ Aluminum Wound - AMM Refiners #1				\$ 5.30
Single Phase Poles 25KVA and smaller	101%	/KVA	\$ 5.35	
Single Phase Poles 37.5KVA to 100KVA	71%	/KVA	\$ 3.76	
Single Phase Poles >100KVA	51%	/KVA	\$ 2.70	
Single Phase Pads 25KVA and smaller	81%	/KVA	\$ 4.29	
Single Phase Pads 37.5 to 100 KVA	61%	/KVA	\$ 3.23	
Single Phase Pads 167 KVA and larger	46%	/KVA	\$ 2.44	
Three Phase Pads 300KVA and smaller	40%	/KVA	\$ 2.12	
Three Phase Pads 500KVA to 750KVA	30%	/KVA	\$ 1.59	
Three Phase Pads 1000KVA and larger	20%	/KVA	\$ 1.06	
Aluminum Wound - AMM Secondary Smelters Mixed Low Copper Clips				\$ 0.86
Single Phase Poles 25KVA and smaller	230%	/KVA	\$ 1.98	
Single Phase Poles 37.5KVA to 100KVA	216%	/KVA	\$ 1.86	
Single Phase Poles >100KVA	176%	/KVA	\$ 1.51	
Single Phase Pads 25KVA and smaller	195%	/KVA	\$ 1.68	
Single Phase Pads 37.5 to 100 KVA	185%	/KVA	\$ 1.59	
Single Phase Pads 167 KVA and larger	175%	/KVA	\$ 1.51	
Three Phase Pads 300KVA and smaller	85%	/KVA	\$ 0.73	
Three Phase Pads 500KVA to 750KVA	45%	/KVA	\$ 0.39	
Three Phase Pads 1000KVA and larger	25%	/KVA	\$ 0.22	
Network/Vault Transformers	61%	/KVA	\$ 0.52	
Regulators	196%	/KVA	\$ 1.69	

Disposal and Transportation Charges

Non PCB Capacitors	each	\$ 100.00
Bulk water oil mix <50 ppm pcb	/lb	\$ 0.30
Drummed mineral oil <50 ppm pcb	each	\$ 75.00
Drummed oil and water mix <50 ppm pcb	each	\$ 250.00
Misc Electrical Equipment <50 ppm pcb	/pound	\$ 0.25
Bushings <50 ppm pcb	/pound	\$ 0.10
Drummed Soil and Debris (incineration)	each	\$ 150.00
Drummed Soil and Debris (incineration)	each	\$ 150.00
Oil testing	each	\$ 10.00
Wipe test	each	\$ 65.00
Compound Test	each	\$ 100.00
Transportation	/loaded mile	\$ 4.25
Spotted Trailer Demurrage	each	Free
Initial trailer delivery	first delivery	Free

*Miscellaneous equipment includes breakers, switches, reclosures, CT, PT, arrestor

**A-Line will bid on each substation job independently after receiving information on each because of the complexity and different variables of each substation project. A-Line bids each substation project as a lump sum and never time and materials.





Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 21, 2026

Summary:

Consider a resolution rejecting all bids for Invitation to Bid (ITB) 7122-26-ELD - Electric Four Drum Puller.

Background/Discussion:

This request is to reject all bids received due to the bids submitted did not meet the required specifications or terms and conditions.

Recommendation:

Staff recommends rejection of the bids for ITB# 7122-26-ELD - LP&L Electric Four Drum Puller, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, LP&L solicited bids pursuant to Invitation to Bid #7122-26-ELD (the “ITB”), regarding the LP&L Electric Four Drum Puller;

WHEREAS, the bids received did not meet the needs of LP&L;

WHEREAS, as a result, LP&L staff recommends to the Electric Utility Board that it reject all proposals related to the ITB; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board of the City of Lubbock hereby rejects all bids received in the Invitation to Bid #7122-26-ELD (the “ITB”), regarding the LP&L Electric Four Drum Puller.

Passed by the Electric Utility Board this 21st day of April, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



**Lubbock Power & Light
Electric Utility Board**
Agenda Item Summary

Meeting Date: April 21, 2026

Summary:

Consider a resolution authorizing the Chief Administrative Officer or his designee to execute a Renewal to Oracle Ordering Document CPQ-3490085 and to Public Sector Agreement (PSA) for Oracle Cloud Services originally executed May 29, 2018 and amended May 16, 2023 to extend the services related to support for an additional test environment. This Renewal of the Ordering Document (OD) extended the term of the project by one year to September 30, 2026 and allocates \$93,762.90 for the year. No change to cost, functionality, or scope changes in this ratification. The purpose of this ratification is solely for the correction of the test environment OD designation as a partial test environment to a full environment noted by the OD #B110530.

Background/Discussion:

The original intent was for LP&L to migrate to a new software to enable the City of Lubbock Utilities to provide more accurate bills, timely field service, and one call resolution to customer inquiries. It was also a critical activity to meet the requirements for our migration to ERCOT and for advanced metering infrastructure needs.

The scope of the Agreement was divided into two (2) parts:

1. CIS Solution: Oracle is responsible for the following:
 - a. delivery and installation of the CIS Solution on the Oracle owned SaaS Solution infrastructure;
 - b. project management and configuration services to structure the CIS Solution to support the business needs defined within the Request for Proposal (“RFP”) and Oracle-led workshops;
 - c. create and test interfaces and extensions as defined in the agreement;
 - d. support LP&L and the City of Lubbock (“City”) during integration, conversion and user acceptance testing;
 - e. support LP&L during transition from the old CIS system (“Banner”) to the new CIS Solution;
 - f. support LP&L for two (2) months after transition to the new CIS Solution, at which point the support will be transitioned to the SaaS as described below.

2. SaaS Solution: Oracle is responsible for the following:
 - a. provide SaaS Solution for a period of sixty (60) months;
 - b. communicate processing issues based on timing agreed with LP&L;
 - c. implement software updates, as agreed with LP&L, to ensure that the SaaS Solution is maintained on current, supported release;
 - d. provide data backup and disaster recovery services for SaaS Solution.

An amendment on May 16, 2023 to extend the PSA for an additional 5 years to extend the period of time in Section 9.1 for a total period of 10 years from the date of the original agreement dated May 29, 2018.

The current request is for a renewal of the OD to extend the term of the project by one year to September 30, 2026 and allocates \$93,762.90 for the year.

Fiscal Impact:

Funds are available in cost center **7512 (Customer Information Systems)** for this purpose.

Recommendation:

Staff recommends renewing the existing Ordering Document CPQ-3490085 and the PSA for Oracle Cloud Services to **Oracle America, Inc. of Redwood Shores, CA** for an amount of **\$93,762.90** with an extended term of one (1) year, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, LP&L and Oracle seek to execute a Renewal to Oracle Ordering Document CPQ-3490085 and to Public Sector Agreement (PSA) for Oracle Cloud Services originally executed May 29, 2018 and amended May 16, 2023 to extend the services related to support for an additional test environment.

WHEREAS, The purpose of this ratification is solely for the correction of the test environment OD designation as a partial test environment to a full environment noted by the OD #B110530. NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the LP&L Chief Administrative Officer or his designee, BE and is hereby authorized and directed to execute, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, this ratification of the Oracle Ordering Document, as attached hereto and incorporated herein, and any documents related thereto.

Passed by the Electric Utility Board this 21st day of April, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA
 94065

Name	City of Lubbock, Texas	Contact	Clint Gardner
Address	1314 Ave. K, 5th Floor Lubbock TX 79401	Phone Number	8067753034
		Email Address	CGardner@mylubbock.us

New Subscription Term Through 01-OCT-2025 To 30-SEP-2026

Services Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B110530 - Oracle Utilities Cloud Service, Additional Pre-Production Non-Production Environment - Environment	NORTH AMERICA	1	12 mo	7,813.58	93,762.90
Subtotal					93,762.90

Fee Description	Net Fee
Cloud Services Fees	93,762.90
Net Fees	93,762.90
Total Fees	93,762.90

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-742584 effective 29-MAY-18

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 31-MAY-2026

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services ordered may be accessed at <http://www.oracle.com/contracts>. To the extent Your Cloud Services include AI Functionality, the Service Specifications for such Cloud Services include the Oracle Artificial Intelligence Terms.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

B. Additional Order Terms

1. Replacement

The parties agree that this order will replace in its entirety the ordering document with footer reference CPQ-3903625 - 1/ order #44862475 dated 16-SEP-2025 in its entirety, which will therefore be considered terminated.

City of Lubbock, Texas	Oracle America, Inc.
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Signature Date _____	Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of Lubbock, Texas	Customer Name	City of Lubbock, Texas
Customer Address	1314 Ave. K, 5th Floor Lubbock TX 79401	Customer Address	1314 Ave. K, 5th Floor Lubbock TX 79401
Contact Name	Clint Gardner	Contact Name	Clint Gardner
Contact Phone	8067753034	Contact Phone	8067753034
Contact Email	CGardner@mylubbock.us	Contact Email	CGardner@mylubbock.us



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: April 21, 2026

Summary:

Consider a resolution authorizing the Chief Administrative Officer or his designee to hire an Engineering Manager for Lubbock Power & Light.

Background/Discussion:

The Engineering Manager position is historically a hard to fill position that is critical to the operations of LP&L. Due to the nature of the role, in order to recruit, hire, and retain qualified individuals, the Chief Administrative Officer or his designee requires the ability to hire and compensate such individual at a fair and reasonable rate.

Recommendation:

Staff recommends that the Chief Administrative Officer or his designee be authorized to hire and compensate an Engineering Manager for Lubbock Power & Light, or such alternative action as the Electric Utility Board may deem appropriate.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock (“LP&L”);

WHEREAS, the City Charter establishing Lubbock Power & Light’s governing Electric Utility Board grants the Director of Utilities (also known as the Chief Administrative Officer) sole authority to hire LP&L employees;

WHEREAS, the City of Lubbock’s City Manager Policies outline compensation rules for new City of Lubbock employees;

WHEREAS, LP&L needs to hire a new Engineering Manager in order to fulfill a difficult to fill, critical position in order to maintain seamless operations;

WHEREAS, LP&L hired a recruiter and was provided a market survey regarding compensation for Engineering Manager of Electric Utilities;

WHEREAS, LP&L has identified a qualified candidate and seeks to hire and compensate said candidate based on that market analysis;

WHEREAS, as a result, LP&L staff recommends to the Electric Utility Board that authorize the Director of Utilities/Chief Administrative Officer or his designee to hire *and compensate* an Engineering Manager at a fair and reasonable annual salary of up to \$_____ ; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Director of Utilities/Chief Administrative Officer or his designee BE and is HEREBY AUTHORIZED to hire *and compensate* an Engineering Manager for Lubbock Power & Light at a fair and reasonable annual salary of up to \$_____ .

Passed by the Electric Utility Board this 21st day of April, 2026.

Edwin “Butch” Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel