

**BROWNSVILLE PUBLIC UTILITIES BOARD**

**Request for Proposals (RFP)**

**For**

**Property Insurance**

**P 019-26**

**Policy Inception: April 1, 2026**

**Proposals due: January 21, 2026 no later than 5:00 p.m.**

**Brownsville Public Utilities Purchasing Office**

**1155 FM 511**

**Olmito, Texas 78575**

**Proposals Acknowledged: January 22, 2026 at 10:00 a.m.**

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**LEGAL NOTICE  
AND  
INVITATION FOR SEALED PROPOSALS  
PROPOSAL No: P019-26**

The Brownsville Public Utilities Board (hereafter referred to as the BPUB) will accept sealed proposals for PROPERTY INSURANCE until **5:00 P.M., local time, Wednesday, January 21, 2026** in the Brownsville Public Utilities Purchasing Office, 1155 FM 511, Olmito, Texas. Proposals will be opened and acknowledged publicly on Thursday, January 22, 2026 at 10:00 A.M. This is a procurement for property insurance in a municipality with population in excess of 100,000 pursuant to the competitive sealed proposal procedure outlined in the Texas Local Government Code Chapter 252, Subchapter B, Sections 252.021 (c); 252.041 (b); 252.042 (a), (b); 252.043 (b); and 252.049 (b). At the proposal opening, only the identity of the proposers will be disclosed by the BPUB. The proposals will be forwarded to BPUB's insurance committee for review, tabulation and analysis. The contents of each proposal will not be disclosed in order to protect the integrity of the follow-on negotiation process with short-listed candidates. To obtain the best and final offer(s), revisions by short-listed candidates may be permitted after original proposal submission, and before contract award. All proposals will be made available later to the public for inspection after the contract is awarded. If a proposer indicates and justifies in his proposal(s) that certain information in the proposal(s) is confidential or a trade secret, the BPUB will review those materials with the proposer prior to releasing the materials for public inspection after the contract award.

Detailed specifications may be obtained at the following website: [https://www.brownsville-pub.com/rfp\\_status/open/](https://www.brownsville-pub.com/rfp_status/open/). Firms can call in at 10:00 AM, January 22, 2026 to (956) 214-6020 to listen to the proposal opening.

Please mark on the outside of the submitted envelope & on the carrier's envelope: **"P019-26 SEALED PROPOSAL FOR PROPERTY INSURANCE, January 21, 2026, no later than 5:00 P.M."** and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The BPUB reserves the right to reject any or all competitive sealed proposals and waive any irregularities contained therein and to accept any competitive sealed proposals deemed most advantageous to the BPUB, any competitive sealed proposal received after **5:00 P.M., local time, Wednesday, January 21, 2026**, will be automatically rejected and returned to the proposer unopened. **BPUB will not accept faxed or emailed proposals.**

The Brownsville Public Utilities Board will not be responsible in the event that the U.S. Postal Service or any other carrier system fails to deliver the sealed proposal to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above.

By:  
*Diane Solitaire*  
Purchasing Department  
Phone: (956) 983-6366



November 26, 2025

To Whom It May Concern:

**RE: Property Insurance**

The Brownsville Public Utilities Board (BPUB) has engaged Paul D. Pousson with Arthur J. Gallagher Risk Management Services, LLC to review BPUB's property insurance program. Mr. Pousson and his team are authorized to obtain information on BPUB's behalf related to his review and analysis of BPUB's property insurance program and to negotiate terms and conditions.

Mr. Pousson is performing services in a consultant capacity and receives a fee for services rendered directly from the BPUB. He does not receive any type of compensation from the insurance policies written for BPUB.

Please extend to Mr. Pousson every courtesy you would extend to an employee of the BPUB.

Sincerely,

*Marilyn D. Gilbert*

Marilyn D. Gilbert  
General Manager and CEO

c: File

**Please submit this page upon receipt**

**ACKNOWLEDGEMENT FORM**

**PROPERTY INSURANCE**

**P019-26**

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

Please email this page upon receipt of the RFP package or legal notice. If you only received the legal notice and you want the RFP package mailed please provide a method of shipment with account number.

Check one:

☐ **Yes, I will be able to send a RFP; obtained RFP package from website.**

☐ **Yes, I will be able to send a RFP; please email the RFP package.**

Email: \_\_\_\_\_

☐ **No, I will not be able to send a RFP for the following reason:**

\_\_\_\_\_  
\_\_\_\_\_

If you are unable to send your proposal, kindly indicate your reason above and return this form **via email to [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com)**. This will ensure you remain active on our vendor list.

**PROPERTY INSURANCE SCHEDULE OF VALUES**

Upon return of this acknowledgement form and completion of the Non-Disclosure Agreement, Exhibits will be provided to the email address listed below. The company listed below agrees that the information to be provided is confidential and is to only be used in connection with preparing a proposal for property insurance. The company also agrees not to release this information and to comply with Federal and State privacy and insurance laws and regulations and notify BPUB in writing within five (5) days if they receive a request for such information.

Date \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## **NOTICE TO PROPOSERS**

Information provided in these specifications is to be used for purposes of preparing a proposal detailing costs of providing the services and insurance specified. It is further expected that each proposer will read these specifications with care, since failure to meet each condition or a combination of specified conditions may annul the proposal.

The Brownsville Public Utilities Board (hereafter referred to as the BPUB) reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the BPUB.

Proposers are required to submit proposals on the basis of these specifications. Alternative proposals (for service on a basis different from requested in these specifications) will receive consideration if such alternatives are clearly explained. Any exceptions to coverage requested herein must be clearly noted in writing and be included as a part of the proposal.

BPUB believes that the data contained in these specifications is sufficient for preparation of a proposal. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing to Diane Solitaire, Purchasing, 1155 FM 511, Olmito, TX 78575; or Email to: [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com).

## **THE BPUB SYSTEM**

The City, located in Cameron County on the Rio Grande approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City's Charter, as amended (the "charter"). The City owns and operates a combined electric, water, and wastewater utilities system (collectively, the "system") serving the City and certain areas outside the city. The City's authority with regard to public utility ownership and services is generally exercised through the Brownsville Public Utilities Board (the "Board"). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the city, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The Charter provides that the power to issue bonds; to encumber, sell, or hypothecate the system; and the city retains to fix rates, fees, and charges of the system. The mailing address of the Board is Post Office Box 3270, Brownsville, Texas 78520-3270, and the telephone number of the Board is (956) 983-6100. The Board's fiscal year is the 12-month period ended September 30 of each year and is referred to herein as the "fiscal year."

## **1.0 INTRODUCTION: Request for Competitive Sealed Proposal**

### **1.1 General Information**

**BROWNSVILLE PUBLIC UTILITIES BOARD (BPUB) desires** to secure a competitive insurance program that will provide the broadest coverage at the most competitive price available. These specifications will enable BPUB to select the agent and carrier that can provide such a program.

In no case is it the desire of BPUB for insurers to use illegal forms or in any manner to deviate from approved or acceptable insurance practice in the State of Texas.

Please note that a “no” answer to certain requests will not necessarily result in a disqualification or complete rejection of the entire proposal. Where specifications call for specific information, please provide it.

### **1.2 Timetable**

1.2.1 Specifications will be available on or after **December 15, 2025**.

1.2.2 Proposals are due in duplicate **January 21, 2026 no later than 5:00 P.M. local time**. Sealed envelopes will be acknowledged via conference call on January 22, 2026 at 10:00 A.M. in such a manner as to avoid disclosure. The contents of the proposals shall be kept confidential through the negotiation process. After the insurance contracts are awarded, all proposals will be available for inspection. Please label any trade secrets or confidential information to avoid public disclosure.

1.2.3 Proposals will be considered at the first scheduled board meeting in March. It is anticipated, but not certain, that a decision will be reached on that date. The selected proposer will be notified after the board meeting in which the contract is awarded.

1.2.4 Binders are to be delivered to **BPUB** a minimum of ten days before requested effective date of April 1, 2026.

1.2.5 Policies are due to **BPUB within 60 days of the April 1, 2026 effective date**. Brownsville Public Utilities Board reserves the right to withhold payment until coverage documents/policies are received. It is desired that the policies be provided in two formats: hard copy and electronic.

1.2.6 Agents are required to meet all state and federal insurance regulations concerning the coverage submitted.

### **1.3 Selection**

**BPUB** reserves the right to accept or reject all or part of the proposals, waive technicalities, and award the proposal that best serves its interest. The contract will be awarded to the vendor who submits the most responsive proposal based on coverage afforded, reasonably anticipated premiums, insurance company financial condition, reputation, and the quality of service. It is Brownsville PUB's intention that the selected agent service this account for the next three years subject to delivery of a program that is in the best interest of the utility and approval by the Board of Directors.

### **1.4 Submission of Proposal**

The proposal shall be submitted in duplicate in a sealed envelope. On the front of the envelope & on the carrier's envelope shall be written the following words:

**“P019-26 SEALED PROPOSAL FOR PROPERTY INSURANCE, January 21, 2026, no later than 5:00 P.M.”**

Proposals must be submitted in duplicate to the BPUB, Attn.: Ms. Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575, to arrive by **5:00 P.M.** local time on **Wednesday, January 21, 2026 in order to be considered.**

Proposals must be received at or before time on the due date. Telephone, telephonic email or fax proposals will not be accepted. BPUB or its' agents will not be responsible for misdirected mail or packages. Any delay in mail or delivery is at the risk of the proposer. Proposals received after the deadline will be returned unopened.

### **1.5 Underwriting Information**

Quotations shall be based on the underwriting information furnished in these specifications.

Due care and diligence have been used in preparation of the specifications and/or applications and the information contained therein is believed to be substantially correct. The ultimate responsibility, however, for determining the full extent of the exposures and the verification of information rests solely on the proposer.

### **1.6 Company Eligibility**

All proposals must include the name of the insurance company. Each company must have a general policyholder's rating of A- VII or better as published by the A.M. Best Company, Inc. of its Key Rating Guide. Please provide most recent published A.M. Best rating.

#### **Please provide published rating.**

Plans organized under the terms of the Interlocal Cooperation Act (Chapter 791, Title 7, Government Code) will be considered. The most recent audited financial statements with auditor opinion letter reinsurance provisions are required with the proposal and reinsurance provisions.

### **1.7 Proposal**

Proposals are to be submitted in accordance with these specifications. Any restrictions, deviations, or other modifications, which either restrict or broaden coverage, should be noted in the proposals. In the absence of notification of these modifications, companies will be held to the specifications.

#### **1.7.1 Best and Final Offer**

This RFP is being solicited under the State of Texas Local Government Code established purchasing guidelines. Brownsville PUB reserves the right to negotiate price, terms and conditions and other factors with this RFP and request a Best and Final Offer which will result in the “best value” for Brownsville PUB.

#### **1.7.2 Criteria Used in Evaluating Proposals**

Proposals will be first evaluated on technical factors other than cost, including coverage (20%), services (15%) and financial stability (15%). After a preliminary evaluation of the technical criteria, cost will be included in the evaluation process. Cost criteria (50%) will be evaluated on an equal basis with the technical criteria (50%).



## 1.8 Qualifications of Agents

The proposer must meet these qualifications:

- 1.8.1 The recording agent must have been licensed to conduct property and casualty insurance business in Texas for the last five years.
- 1.8.2 The agency must be producing a minimum annual gross property and casualty premium income of at least \$3 million average for each of the past five years.
- 1.8.3 The agency must provide a certificate of errors and omissions coverage minimum limits of \$1,000,000 per claim / \$2,000,000 annual aggregate with a maximum deductible of \$50,000. BPUB shall be shown as certificate holder. The certificate shall be provided as part of the proposal documents.
- 1.8.4 Provide a description of your agency and resumes on the personnel who would be assigned to service Brownsville Public Utilities Board.
- 1.8.5 Provide an organizational chart of the office that will handle BPUB's account.
- 1.8.6 Provide information on any included services such as: claims advocacy (including carrier adjuster information), risk management assistance, engineering services, and loss control to be provided at no additional cost. Please also include information concerning your agency's approach to handling: underwriting concerns, endorsement requests, coordination of carrier inspections required (if any), policy review, policy corrections and statement of value maintenance. Please note, you will see further in the RFP a request for flood zone studies every two years, as well as access to the modeling studies the selected agent prepares when quoting the program on behalf of BPUB.

## 1.9 Questions Concerning These Specifications

Questions or requests for additional information (including property inspection) should be directed in writing to Diane Solitaire, P.O. Box 3270, Brownsville, TX 78523-3270; or Email to: [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com).

### 1.9.1 Correction

Any interpretation, correction, or change to the request for proposal will be made BY ADDENDUM. Changes or corrections will be issued by the Brownsville PUB Purchasing Department. **Addenda will be emailed to all who have returned the Proposal Acknowledgement Form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the respondents to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the Brownsville PUB prior to submitting a response to the proposal to ascertain if any addenda have been issued, and to obtain any OR all addenda, execute them, and return addenda with the response to the request for proposal. Addenda may also be posted on BPUB's website.

## 1.10 Specimen Policy to be Submitted

Please enclose with your proposal a complete, legible specimen policy with all endorsements, forms, policy jackets and examples of declaration pages.

## **1.11 General Policy Conditions**

### **1.11.1 Named Insured and Address**

Brownsville Public Utilities Board of the City of Brownsville, TX, the Board of Directors, all past and present Directors, employees and volunteers acting for or on behalf of the utility all while acting within the scope of their duties on behalf of Brownsville Public Utilities Board.

1425 Robinhood Drive  
Brownsville, TX 78521

### **1.11.2 Term of Policy**

BPUB is seeking insurance contracts for an annual term with the option to renew for two (2) additional one (1) year periods subject to Board of Directors approval.

### **1.11.3 Cancellation Provisions**

60 days notice of cancellation (except for non-payment) and 60 days notice of non-renewal or material change.

## **1.12 Disqualification Provision**

It is necessary for the proposer/vendor to provide the documentation requested and complete response pages. Failure to comply may result in disqualification.

## **1.13 Unauthorized Communications**

After release of this solicitation, Proposer's contact regarding this RFP with members of the RFP evaluation, interview or selection panels, and employees of the BPUB or officials of the BPUB other than the Purchasing Manager or Purchasing Staff is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposer shall have any contact or discussion, verbal or written, with any members of the BPUB Board of Directors, members of the RFP evaluation, interview, or selection panels, BPUB staff, or directly or indirectly through others, seek to influence any BPUB Board member, BPUB staff regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process.

## **1.14 Conflict of Interest Statement**

No employee, officer or agent must participate in the selection, award or administration of a contract supported by a federal or non-federal award if he or she has a real or apparent conflict of interest.

## **1.15 Last Day to Submit Questions**

The last day to submit questions is January 14, 2026 by 3:00 P.M.

## 2.0 AGENCY QUESTIONNAIRE

**Each proposing agent must complete the following:**

1. Name of Agency: \_\_\_\_\_
2. Has the agency been licensed more than 5 years to conduct property and casualty insurance business in Texas? Yes \_\_\_ No \_\_\_
3. Does the agency produce a minimum of \$3 million in gross premium annually? Is this true for each of the last 5 years? Yes \_\_\_ No \_\_\_
4. Did you attach a certificate showing the required limits of your errors & omissions policy and if selected you agree to add BPUB as a certificate holder? Yes \_\_\_ No \_\_\_
5. Have you attached a resume on each of the individuals who will be assigned to this account? Yes \_\_\_ No \_\_\_
6. Have you attached information regarding your agency business experience placing property insurance for insureds with catastrophe exposed properties? Yes \_\_\_ No \_\_\_

### General Certifications

1. Do policies provide at a minimum, 60 days notice of cancellation, non-renewal, or material change in policy terms, conditions, or premiums? Please indicate exceptions: Yes \_\_\_ No \_\_\_
2. Do you acknowledge that unless you have specifically made comment otherwise, you will be held to strict compliance with these specifications? Yes \_\_\_ No \_\_\_

### Agency Signature

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Authorized Signature (Failure to sign will disqualify proposal)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type Signatory's Name & Title

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signatory's Email Address

### **3.0 PROPERTY**

#### **3.1 General Information**

Property and Boiler & Machinery/Equipment Breakdown insurance may be presented on a package or monoline basis. It is desired that coverage be equal to or broader than the terms listed below. Additionally, please offer more competitive deductible options for consideration. Please detail any and ALL differences in your proposal.

#### **3.2 Requested Program Summary**

##### **\$500,000,000 Total Program Limit**

##### **Sub-Limits (Per Occurrence and in the Annual Aggregate):**

- \$100,000,000 Earth Movement
  - Except in a High Hazard Earth Movement Zone - \$20,000,000
- \$500,000,000 Flood
  - Except in a High Hazard Flood Area - \$30,000,000
- \$100,000,000 Named Windstorm

##### **Sub-Limits (Per Occurrence):**

- \$5,000,000 Accounts Receivable
- Business Interruption (Currently no coverage for Business Interruption – Include as Option)
- 30 Days / 5 miles Civil Authority
- \$5,000,000 Contingent Extra Expense
- 2,500,000 Data Physical Damage
- \$25,000,000 Debris Removal
- \$25,000,000 Demolition & Increased Cost of Construction
- \$2,500,000 Electronic Data Processing / Media
- \$10,000,000 Errors and Omissions
- \$10,000,000 Expediting Costs
- \$10,000,000 Extra Expense (Currently no coverage for T&D, replacement or generation power – include as Option)
- \$1,000,000 Fire Department Charges:
- \$2,500,000 Fine Arts
- \$10,000,000 Course of Construction
- 30 Days / 5 miles Ingress/Egress
- 30 Days Impounded Water
- \$1,000,000 Loss Adjustment Expenses
- \$10,000,000 Miscellaneous Unnamed Locations
- \$2,500,000 Mobile equipment on premises
- \$50,000,000 Newly Acquired Property, 90 Days
- \$1,000,000 Personal Property of Others
- \$1,000,000 Personal Property Temporarily Off Premises
- \$1,000,000 Protection of Property
- \$5,000,000 Rental Transformers & Spare Equipment
- \$5,000,000 Rented and/or Leased Equipment
- \$10,000,000 Transit
- \$2,500,000 Valuable Papers and Records

- \$2,500,000 Vehicles on Premises

#### **Deductibles (Per Occurrence)**

- \$500,000 All Losses, Except:
- \$500,000 Non-Generating / Non-Transmission Locations
- \$1,000,000 Gas & Steam Turbine Generators
- \$500,000 Diesel Engine Turbine Generators with Power Rating equal to or more than 5MW
- \$500,000 Diesel Engine Turbine Generators with Power Rating below 5MW
- \$1,000,000 Transformers rated at 100 MVA or larger
- \$2,500,000 for the following transformers: 33-MVA, 12.5kv to 69-kv, No. 6 GSU manufactured by Westinghouse, serial #6991495
- \$500,000 for losses at Desalination Plant, except
- \$500,000 Transit
- \$10,000 Electronic Data Processing Equipment
- High Hazard FLOOD: Power Generation locations
  - 2% of value of location affected subject to a minimum of \$1,000,000
- High Hazard FLOOD: Non-Power Generation locations
  - 2% of value of location affected subject to a minimum of \$1,000,000
- NAMED WINDSTORM: 2% of value of location affected subject to a minimum of \$1,000,000 and \$10,000,000 maximum deductible, per occurrence
- EARTH MOVEMENT: 2% of value of location affected subject to a minimum of \$100,000

### **3.3 Desired Program**

- 3.3.1 The policy form should be special form and cover, at minimum, perils including: fire, named windstorm, flood, earthquake and all other perils. Blanket coverage is preferred. Coverage is to be provided on a replacement cost basis, **without co-insurance**. Requested minimum limit per occurrence **is to be \$500,000,000**. Refer to property schedule in Exhibits. **Please offer as an option- deletion of any exclusion related to extra expenses necessary to buy replacement power.**
- 3.3.2 The program should provide coverage with limits, sub limits and deductibles as shown in Section 3.2 above. The program should cover all buildings – permanent and portable, contents, fences, signage, outdoor lighting, structures, etc. Please list any special condition on the deviations page.
- 3.3.3 Alternate quote option is requested for full value of property \$823,477,795.
- 3.3.4 Alternate quote options should also be provided for stand-alone terrorism, extra expense for power generating locations, and business interruption as more fully described in other sections of this RFP.
- 3.3.5 It is desired that options for the Named Windstorm Deductible be provided on a percentage basis subject to a minimum and maximum amount per occurrence. Please provide the definition of Named Windstorm, including a detailed description of the Named Windstorm Deductible options in your response.
- 3.3.6 BPUB desires full transparency with regards to any contract of insurance issued on our behalf. Please include the identification of any and all wholesalers or other intermediaries used with regards to this placement and provide the percentage commission earned by the wholesaler(s) or other intermediaries as part of your response to this RFP. Please include your revenue structure- as the retail agent for this placement - to include any and all compensation.

- 3.3.7 Please confirm if successful, that your office - every two years - will run the flood zone identification / determination reports for each of the insured properties at **no cost to BPUB. Please confirm that this will be accomplished at no charge to BPUB.** These reports will be used for purposes of compliance with relevant federal regulations such as the Stafford Act.
- 3.3.8 Please include in your RFP response, the catastrophe modeling studies done on behalf of BPUB, both RMS and AIR.
- 3.3.9 Please describe the loss control / engineering services to be provided as part of this proposal (policy) and the associated cost.

### 3.4 Proposed Policy Questionnaire

1. Is this proposal (policy) providing “all risk” coverage? Yes \_\_\_ No \_\_\_
2. Does this proposal (policy) include blanket coverage for building and contents? Will you provide? Yes \_\_\_ No \_\_\_
3. Is there a co-insurance clause applicable to property coverage? Yes \_\_\_ No \_\_\_  
If so, what is the co-insurance percentage? \_\_\_\_\_
4. Is the basis of recovery replacement cost new, both on buildings and contents? Yes \_\_\_ No \_\_\_
5. Does the proposal (policy) cover all buildings, contents, fences, structures, etc? Yes \_\_\_ No \_\_\_  
List conditions if any: \_\_\_\_\_
6. Has a specimen policy been submitted? Yes \_\_\_ No \_\_\_
7. Does the proposal (policy) provide coverage on buildings under construction? Yes \_\_\_ No \_\_\_  
If yes, please describe: \_\_\_\_\_
8. Does the proposal (policy) provide a joint loss agreement if the property insurer is not the same as the Boiler & Machinery insurer? Please describe the claims adjustment process to be utilized under this proposal (policy) Yes \_\_\_ No \_\_\_
9. Does the proposal (policy) exclude environmental claims such as those for fungus, mold and mildew? Yes \_\_\_ No \_\_\_
10. Does the proposal include any loss control services? Yes \_\_\_ No \_\_\_  
If yes, please describe: \_\_\_\_\_
11. Please do not include TRIA/TRIPRA coverage and provide separate quote for stand-alone Terrorism coverage. This coverage should include both certified and non-certified acts of terrorism with limits of \$100,000,000 and a \$25,000 deductible. Please include the policy specimen for this coverage.
12. Please include an optional quote for business interruption coverage based on business interruption values of \$45,204,28 for each insured event with a 14-Day Waiting Period for all perils. Please include the policy language for this coverage
13. Proposed Coverage – Sub-limits of Liability per Specifications in Section 3.2

Coverage	Proposed Sublimit
<b>Total Program Limit</b>	
<b>Sublimits - per occurrence unless shown as “per occurrence / annual aggregate” below</b>	
Earth Movement - <i>per occurrence / annual aggregate</i>	
High Hazard Earth Movement Zone - <i>per occurrence / annual aggregate</i>	
Flood - <i>per occurrence / annual aggregate</i>	
High Hazard Flood Area - <i>per occurrence / annual aggregate</i>	
Named Windstorm - <i>per occurrence / annual aggregate</i>	
Accounts Receivable	
Business Interruption ( <i>Currently no coverage for Business Interruption – Include as Option</i> )	
Civil Authority	
Contingent Extra Expense	
Data Physical Damage	
Debris Removal	
Demolition & Increased Cost of Construction	
Electronic Data Processing / Media	
Errors and Omissions	
Expediting Expense	
Extra Expense ( <i>Currently no coverage for T&amp;D, replacement or generation power – include as Option</i> )	
Fire Department Charges:	
Fine Arts	
Course of Construction	
Ingress/Egress	
Impounded Water	
Loss Adjustment Expenses	
Miscellaneous Unnamed Locations	
Mobile equipment on premises	
Newly Acquired Property, 90 Days	
Personal Property of Others	
Personal Property Temporarily Off Premises	
Protection of Property	
Rental Transformers & Spare Equipment	
Rented and/or Leased Equipment	
Transit	
Valuable Papers and Records	
Vehicles on Premises	

**\*Extra Expense Coverage not presently provided for transmission, distribution, replacement or generation of electric power. Please offer this as an option for consideration.**

**3.5 Quotations (Please complete this section for each of the following: the Desired Program; Full TIV Coverage; Terrorism Coverage; Extra Expense for Transmission, Distribution, Replacement and/or Generation of Electric Power; and Business Interruption Coverage.**

Option: Proposed Program

Limit of Insurance - Each Occurrence \$500,000,000

Annual Aggregate Limit (if Applicable) \_\_\_\_\_

Deductible(s): \_\_\_\_\_  
(Please list all deductibles separately)

Proposed Premium: \_\_\_\_\_

Policy Term: \_\_\_\_\_  
(Note any multi-year term and/or  
Rate guarantee)

Wholesaler(s) Commission Structure: \_\_\_\_\_

Retail agent's Commission Structure: \_\_\_\_\_

Please confirm if any contingent revenue is possible on the placements: \_\_\_\_\_

\*\*\*\*\*



Option: Full TIV Program

Limit of Insurance - Each Occurrence \$823,477,795

Annual Aggregate Limit (if Applicable) \_\_\_\_\_

Deductible(s): \_\_\_\_\_  
(Please list all deductibles separately)

Proposed Premium: \_\_\_\_\_

Policy Term: \_\_\_\_\_  
(Note any multi-year term and/or  
Rate guarantee)

Wholesaler(s) Commission Structure: \_\_\_\_\_

Retail agent's Commission Structure: \_\_\_\_\_

Please confirm if any contingent revenue is possible on the placements: \_\_\_\_\_

\*\*\*\*\*

Option: Stand-alone Terrorism

Limit of Insurance - Each Occurrence \_\_\_\_\_

Annual Aggregate Limit (if Applicable) \_\_\_\_\_

Deductible(s): \_\_\_\_\_  
(Please list all deductibles separately)

Proposed Premium: \_\_\_\_\_

Policy Term: \_\_\_\_\_  
(Note any multi-year term and/or  
Rate guarantee)

Wholesaler(s) Commission Structure: \_\_\_\_\_

Retail agent's Commission Structure: \_\_\_\_\_

Please confirm if any contingent revenue is possible on the placements: \_\_\_\_\_

\*\*\*\*\*

Option: Extra Expense for Transmission, Distribution, Replacement and/or Generation of Electric Power

Limit of Insurance - Each Occurrence \_\_\_\_\_

Annual Aggregate Limit (if Applicable) \_\_\_\_\_

Deductible(s): \_\_\_\_\_  
(Please list all deductibles separately)

Proposed Premium: \_\_\_\_\_

Policy Term: \_\_\_\_\_  
(Note any multi-year term and/or  
Rate guarantee)

Wholesaler(s) Commission Structure: \_\_\_\_\_

Retail agent's Commission Structure: \_\_\_\_\_

Please confirm if any contingent revenue is possible on the placements: \_\_\_\_\_

\*\*\*\*\*

Option: Business Interruption Coverage

Limit of Insurance - Each Occurrence \$45,204,728

Annual Aggregate Limit (if Applicable) \_\_\_\_\_

Deductible(s) and/or Waiting Period(s): \_\_\_\_\_  
(Please list all deductibles and/or waiting periods separately)

Proposed Premium: \_\_\_\_\_

Policy Term: \_\_\_\_\_  
(Note any multi-year term and/or  
Rate guarantee)

Wholesaler(s) Commission Structure: \_\_\_\_\_

Retail agent's Commission Structure: \_\_\_\_\_

Please confirm if any contingent revenue is possible on the placements: \_\_\_\_\_

**3.6 Exact Name of Insurer(s)** (Not company group or wholesaler (Please provide separately for each Option) .

\_\_\_\_\_

\_\_\_\_\_

**3.7 Insurer(s) Current Financial Rating as published by A.M. Best (*Please provide separately for each Option*) :**

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**3.8 Deviations from Specifications**

Please describe ANY coverage deviations, restrictions, modifications, and recommendations, not outlined in your answers above or provide any other information you feel is appropriate and will clarify the proposal or benefit BPUB. Attach additional page(s) if necessary.

---

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**Company Signature**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature (Failure to sign will disqualify proposal)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type Signatory's Name & Title

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number                      Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signatory's Email Address

## 4.0 BOILER AND MACHINERY/EQUIPMENT BREAKDOWN

### 4.1 Requested Program

We are requesting coverage to include all machinery, switch gear, air handlers, chillers, boilers and any other machinery generally considered a part of the current boiler & machinery / equipment breakdown coverage.

Please enclose with your proposal a complete, legible specimen policy with all endorsements, riders, terms and conditions. Refer to property section for required limits and deductibles.

Coverage may be provided on a standalone basis or as an endorsement to the property policy.

### 4.2 Proposed Policy Questionnaire

1. Does the proposed policy include comprehensive coverage including but not limited to: power generating and non-power generating equipment? Yes \_\_\_\_ No \_\_\_\_
2. Are all locations covered? Yes \_\_\_\_ No \_\_\_\_
3. Does the policy include repair and replacement coverage? Yes \_\_\_\_ No \_\_\_\_
4. Will the underwriter provide a Joint Loss Agreement? Yes \_\_\_\_ No \_\_\_\_
5. Have you included a specimen policy? Yes \_\_\_\_ No \_\_\_\_
6. Does the quote include business interruption, extra expense and consequential damage coverage? If sub-limited, please provide sub-limits applicable: \_\_\_\_\_
7. Please provide sub-limits applicable to the following:  
Extra Expense \_\_\_\_\_  
Expediting Expense \_\_\_\_\_  
Hazardous Substance \_\_\_\_\_  
Ammonia Contamination \_\_\_\_\_  
Water Damage \_\_\_\_\_

#### 4.3 Quotations

Limit of Insurance: \_\_\_\_\_

Deductible (*List all deductibles separately*): \_\_\_\_\_

Proposed Premium: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Wholesaler commission structure \_\_\_\_\_

Retail agent commission structure \_\_\_\_\_

4.4 **Exact Name of Insurer** (not company group or wholesaler) \_\_\_\_\_

\_\_\_\_\_

4.5 **Companies Current Financial Rating as published by A.M. Best:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### 4.6 Deviations from Specifications

Please describe coverage deviations, restrictions, modifications, recommendations, not outlined in your answers above or provide any other information you feel is appropriate and will clarify the proposal or benefit BPUB.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Company Signature

---

Company Name

---

Address

---

---

Date

---

Authorized Signature (Failure to sign will disqualify proposal)

---

Type Signatory's Name & Title

---

Telephone Number

---

Fax Number

---

Signatory's Email Address

## REQUIRED FORMS CHECKLIST

The following documents are to be submitted as a part of the Bid/RFP/RFQ document

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Required Forms (if applicable)	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certificate	<input type="checkbox"/>	<input type="checkbox"/>
	Ethic Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (will be provided to the awarded Firm)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verifications	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions (if applicable)	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid (not applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (not applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (not applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (not applicable)	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

**ETHICS STATEMENT (Complete and Return this form with Proposal)**

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

**The vendor shall defend, indemnify, and hold harmless the Brownsville Public Utilities Board, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceeding, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or Supplier of contractor in the execution or performance of this proposal.**

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

COMPANY: \_\_\_\_\_

AGENT NAME: \_\_\_\_\_

AGENT SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ TELEFAX: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_ AND/OR SOCIAL SECURITY #: \_\_\_\_\_

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS (Complete and Return this form with Proposal)

Name of Entity: \_\_\_\_\_

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

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency:

Have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.

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

\_\_\_\_\_  
Name and Title of Authorized Representative (Typed)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

## CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

Page 26

**FORM CIQ**

OFFICE USE ONLY

Date Received

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

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

Name of Officer

☐ Yes      ☐ No

☐ Yes      ☐ No

\_\_\_\_\_

Name of signatory	Signature	Date
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**BROWNSVILLE PUBLIC UTILITIES BOARD**  
**RESIDENCE CERTIFICATION**

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
(City and State)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Previous Customer Reference Worksheet

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:
Name of Company Performing Referenced Work:		

[illegible]

## HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

NOTARY SEAL \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

Date

## STATE LAW VERIFICATIONS

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

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response to City of Brownsville Public Utilities Board ("BPUB") Request for RFQ P018-25 (the "RFQ"), the responding Company represents that, to the extent this RFQ submission or any contracts executed in response to this RFQ constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Section 2252.152 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the responding Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
- **ANTI-BOYCOTT ISRAEL VERIFICATION:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this RFQ submission, or any contracts executed in response to this RFQ, constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company, (1) does not boycott Israel and (2) will not boycott Israel through the term of any such contract. The term "boycott Israel" as used in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- **VERIFICATION REGARDING NO DISCRIMINATION AGAINST FIREARMS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this RFQ submission, or any contracts executed in response to this RFQ, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of any such contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).
- **VERIFICATION REGARDING NO ENERGY COMPANY BOYCOTTS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this RFQ

submission, or any contracts executed in response to this RFQ, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not boycott energy companies and (2) will not boycott energy companies during the term of any such contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to such term in Section 809.001(1), Texas Government Code.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

NOTARY SEAL \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

Date



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

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

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date

**General Instructions**

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

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

**What's New**

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

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

**Purpose of Form**

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

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury  
Internal Revenue Service**Certificate of Status of Beneficial Owner for  
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.  
► Go to [www.irs.gov/FormW8BENE](http://www.irs.gov/FormW8BENE) for instructions and the latest information.  
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form for:**

- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) . . . . . W-8IMY

**Instead use Form:****Part I Identification of Beneficial Owner**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization
--	---

**3** Name of disregarded entity receiving the payment (if applicable, see instructions)

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

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

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

- |   |   |
|---|---|
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).<br><br><input type="checkbox"/> Participating FFI.<br><input type="checkbox"/> Reporting Model 1 FFI.<br><input type="checkbox"/> Reporting Model 2 FFI.<br><input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.<br><input type="checkbox"/> Sponsored FFI. Complete Part IV.<br><input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.<br><input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.<br><input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.<br><input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.<br><input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.<br><input type="checkbox"/> Owner-documented FFI. Complete Part X.<br><input type="checkbox"/> Restricted distributor. Complete Part XI. | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.<br><input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.<br><input type="checkbox"/> International organization. Complete Part XIV.<br><input type="checkbox"/> Exempt retirement plans. Complete Part XV.<br><input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.<br><input type="checkbox"/> Territory financial institution. Complete Part XVII.<br><input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.<br><input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.<br><input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.<br><input type="checkbox"/> 501(c) organization. Complete Part XXI.<br><input type="checkbox"/> Nonprofit organization. Complete Part XXII.<br><input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.<br><input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.<br><input type="checkbox"/> Active NFFE. Complete Part XXV.<br><input type="checkbox"/> Passive NFFE. Complete Part XXVI.<br><input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.<br><input type="checkbox"/> Direct reporting NFFE.<br><input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.<br><input type="checkbox"/> Account that is not a financial account. |
|---|---|

**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

**7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

**For Paperwork Reduction Act Notice, see separate instructions.**

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 10-2021)

## **Exhibit Additional Information**

### **BPUB Disaster Response and Partnerships Summary**

The Brownsville Public Utilities Board maintains a robust General Emergency Plan, used as its business continuity plan, that addresses measures to be taken to return to normal operations after disruptions caused by incidents. BPUB's emergency management personnel who are designated to interact with local, state, and federal emergency management officials during emergency events have received National Incident Management System (NIMS) training.

BPUB staff participate in exercises and drills to better prepare for hazardous events. The following Exercises have been completed by BPUB staff:

1. Hurricane Tabletop 2025 - April 29-30, 2025
2. Hurricane Tabletop 2024 – June 27-28, 2024
3. Hurricane Tabletop 2023 - May 17-18, 2023
4. Hurricane Tabletop 2022 – June 7-8, 2022
5. Hurricane Tabletop 2021, June 22-24, 2021

BPUB ensures the required internal materials are on hand, as well as commitments for external resources that may be needed following an incident.

The Brownsville Public Utilities Board has in place Mutual Aid Agreements with entities that would deploy after an emergency event to render assistance. BPUB maintains evergreen (non-expiring) contracts with neighboring mutual aid participants.

The Brownsville service area is not at high risk of wildfire, but smaller grass fires could pose service issues for customers. BPUB maintains guidelines and procedures related to wildfire mitigation and documents policies and practices for fire prevention and pre-planning, threat mitigation (including vegetation control), and responses to fire incidents.

### **Property Engineering Reports**

Property engineering surveys and resulting reports provide the utility with an analysis of the performance, structural integrity, physical condition, among others, of a building or asset to the utility along with recommendations to conserve property and minimize financial loss. Engineering reports are available after completing and returning a non-disclosure agreement form to the Brownsville Public Utilities Board (BPUB).

### **Claim Loss Reports**

Claim loss reports provides a historical summary of claims filed by the Brownsville Public Utilities Board (BPUB), and the related costs and outcomes of those claims. For the Brownsville Public Utilities Board (BPUB) no claims have been filed in the last five (5) years with, no losses to report as part of this solicitation.

### **Capital Planning Schedule Summary**

The Brownsville Public Utilities Board (BPUB) oversees a diverse range of electric, water, and wastewater assets and infrastructure throughout the City of Brownsville. Various internal engineering and operations teams are tasked with the construction, repair, operation, and maintenance of these assets. The Asset Management & CIP Delivery Department works closely with these teams to develop and implement condition-based preventative maintenance programs, predictive maintenance programs, asset management systems, and asset condition monitoring strategies. These initiatives are designed to enhance the value and reliability of BPUB's assets.

In addition to these efforts, BPUB has established a comprehensive Capital Improvement Plan (CIP) that outlines new capital construction and repair projects for each fiscal year. Each engineering and operations group is responsible for developing and budgeting the CIP needs of the utility annually. The Asset Management & CIP Delivery Department assists each group in developing, monitoring, and forecasting project capital cash flows and milestones to ensure optimal CIP delivery.

For the fiscal year 2026, BPUB has approved a CIP budget of \$92 million to support projects across all utility categories.

CIP Schedule will be released after NDA has been signed and returned to Purchasing Department.

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

### **Background Statement**

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

### **Agreement**

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

2. Notice Preceding Required Disclosure. If Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceedings, stock exchange rules, audit requirements, or other applicable rules or regulations or similar process) to disclose any Confidential Information, Receiving Party, to the extent permitted by law, shall promptly notify Disclosing Party of such request or requirement and use commercially reasonable efforts to assist Disclosing Party so that it either may seek, at Disclosing Party's expense, an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver under this Agreement, Receiving Party or its

Representatives are, in the opinion of outside legal counsel, required to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, Receiving Party and its Representatives may disclose, without liability thereunder, only such of the Confidential Information to the party requiring disclosure as, in the opinion of its outside legal counsel, is required by applicable law, rule or regulation and, in connection with such disclosure, Receiving Party and its Representatives shall use reasonable efforts to obtain from the third party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**[COMPANY NAME]**

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

\_\_\_\_\_  
Name:  
Title: