

**EXHIBIT A – OFFER AND SUBMITTAL
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____

(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____

Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20____

EXHIBIT B – REFERENCES
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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REFERENCES

- 1.1 Respondent must be able to demonstrate that they have sufficient expertise, qualified personnel experienced and that their company has done or currently providing the services of similar size as specified in the statement of work. Respondent must have been actively engaged as an actual business entity in the activities described in the bid document for at least the five (5) years immediately prior to the submission of their proposal.
- 1.2 The reference(s) must be included in the space provided below. Additional pages may be added if necessary. References must be included at the time of proposal submission.

LIST OF CURRENT/PREVIOUS CUSTOMERS

1. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

2. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

3. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

**EXHIBIT – C – LIST OF SUBCONTRACTORS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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PROJECT NAME: _____ TOTAL DBE AWARD: \$ _____
ORIG. CONTRACT PRICE: \$ _____ TOTAL MWSBE AWARD: \$ _____
PROJECT NO.: _____ [WBS No.] _____ TOTAL HUB AWARD: \$ _____
DATE OF REPORT: _____ TOTAL PDBE AWARD: \$ _____

NAICS (6 digits)	SUBCONTRACTOR OR SUPPLIER (INCLUDE “MWSBE”, “PDBE”, “DBE”, OR “HUB” DESIGNATION) ²	ADDRESS	SCOPE OF WORK ³

- NOTES:**
1. RETURN FOR ALL PROJECTS AS REQUIRED IN DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS. RETURN WITHIN THE SPECIFIED NUMBER OF DAYS AFTER RECEIPT OF NOTICE OF INTENT TO AWARD
 2. DESIGNATE FIRMS CERTIFIED BY THE CITY OFFICE OF BUSINESS OPPORTUNITY ON THIS FORM.
 3. DESCRIBE THE WORK TO BE PERFORMED, FOR WHICH THE FIRM IS CERTIFIED, SUCH AS “PAVING”, “ELECTRICAL”, ETC.
 4. **CONTRACTOR SHALL EXECUTE CONTRACTS WITH APPROVED SUBCONTRACTORS AND SUPPLIERS WITHIN 30 DAYS AFTER THE DATE OF THE NOTICE TO PROCEED. COPIES OF CONTRACTS WITH DESIGNNATED FIRMS MUST BE SENT TO THE OFFICE OF BUSINESS OPPORTUNITY.**

SIGNATURE: _____ COMPANY NAME: _____

NAME: _____ TITLE: _____

(Type or Print)

Continuation Page

PROJECT NO.: [WBS No.]

[illegible]

TITLE: _____

(Type or Print)

**EXHIBIT D – AFFIDAVIT OF NON-INTEREST AND OWNERSHIP INFORMATION FORM
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

AFFIDAVIT OF NON-INTEREST

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on
this day personally appeared _____, who

Affiant

being by me duly sworn on his oath stated that he is _____, of

Title

_____,

Name of Firm

the firm named and referred to and in the foregoing; and that he knows of no officer, agent, or
employee of the City of Houston being in any manner interested either directly or indirectly in such
Contract.

Affiant's Signature

SWORN AND SUBSCRIBED before me on _____.

Date

Notary Public in and for the State of TEXAS

Print or type name

My Commission Expires: _____

Expiration Date

**EXHIBIT D – AFFIDAVIT OF NON-INTEREST AND OWNERSHIP INFORMATION FORM
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

OWNERSHIP INFORMATION FORM

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE THAT FACT TO AVOID REJECTION OF THIS AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: *CORPORATE/LEGAL NAME DBA ASSUMED NAME*.

STATE OF _____ §

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ [FULL NAME] (the "Affiant"), _____
_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of _____
_____ [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly
sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with _____

[DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
☐ CORPORATION
☐ PARTNERSHIP
☐ LIMITED PARTNERSHIP
☐ JOINT VENTURE
☐ LIMITED LIABILITY COMPANY
☐ OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
☐ UNINCORPORATED ASSOCIATION

**EXHIBIT D – AFFIDAVIT OF NON-INTEREST AND OWNERSHIP INFORMATION FORM
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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5. The information shown below is true and correct for the Contracting Entity; and

6. All owners of 10% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

10% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

**EXHIBIT D – AFFIDAVIT OF NON-INTEREST AND OWNERSHIP INFORMATION FORM
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

7. Optional Information

Contracting Entity and/or _____ **[NAME OF OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____
_____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

**EXHIBIT D – AFFIDAVIT OF NON-INTEREST AND OWNERSHIP INFORMATION FORM
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Status of Appeal *[DESCRIBE]* _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT E – FAIR CAMPAIGN ORDINANCE
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

Form A

CITY OF HOUSTON CAMPAIGN FINANCE ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with Chapter 18 of the Code of Ordinances.

Pursuant to Section 18-36 of the Code of Ordinances, it is unlawful either for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council, or a determination by City Council of the Mayor that the contract will not be awarded to a contractor.

The term “contractor” means any person who has received the award of a contract, has submitted a bid or proposal in any form for the award of a contract, or has been proposed to be awarded the contract in an item placed upon the City Council agenda, including any other person who seeks the award of the contract and is contesting, appealing, or protesting the award of the contract as proposed.

This list is submitted under the provisions of Section 18-36(b) of the City of Houston Code of Ordinances in connection with the attached Bid/Proposal of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as indicated below. Check one as applicable and attach additional pages if needed to supply the required names and addresses.

☐ SOLE PROPRIETOR

Name _____
Proprietor Address

☐ A PARTNERSHIP

LIST EACH PARTNER HAVING EQUITY INTEREST OF 10% OR MORE OF PARTNERSHIP
(IF NONE STATE “NONE”)

Name _____
Partner Address

Name _____
Partner Address

**EXHIBIT E – FAIR CAMPAIGN ORDINANCE
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

[] A LIMITED LIABILITY COMPANY

LIST EACH MEMBER OR MANAGER (IF NO MEMBERS) HAVING EQUITY INTEREST OF 10% OR MORE IN THE LIMITED LIABILITY COMPANY (IF NONE, STATE "NONE")

Name _____
Member/Manager Address

Name _____
Member/Manager Address

Name _____
Member/Manager Address

[] A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Director Address

Name _____
Director Address

Name _____
Director Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Owner Address

Name _____
Owner Address

Name _____
Owner Address

**EXHIBIT E – FAIR CAMPAIGN ORDINANCE
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have knowledge of the accuracy of the information provided herein.

Signature

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

**EXHIBIT F – STATEMENT OF RESIDENCY
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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PROPOSER'S STATEMENT OF RESIDENCY

The City may not award a contract for general construction, services, or purchases to a Nonresident Bidder unless 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 the Nonresident Bidder to obtain a comparable contract in the state in which Nonresident's principle place of business is located.

1. This certifies that the Proposer, _____, is a State of Texas Resident Proposer as defined in TEX. GOVT. CODE ANN. § 2252.001(4) (Vernon 1994).

Signature

Title

"Texas Resident Proposer " means a proposer 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. *When proposer cannot sign 1, above, proceed to 2.*

2. a. _____ is a resident of _____ and is a Nonresident Proposer as defined in TEX. GOVT. CODE ANN. § 2252.001(3) (Vernon 1994).

Signature

Title

If the answer to 2.b is that your state does have a statute giving preference to resident proposers, then you must provide a copy and proceed to 3.

3. A copy of the State of _____ statute is attached.

Signature

Title

Date

**EXHIBIT F – STATEMENT OF RESIDENCY
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

"Nonresident Proposer " 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.

b. The State of _____ have a state statute giving
Proposer's resident state Does or Does Not
preference to resident proposers.

Signature Title

If the answer to 2.b is that your state does have a statute giving preference to resident bidders, then you must provide a copy and proceed to 3.

3. A copy of the State of _____ statute is attached.

Signature Title

Date

PROPOSER'S STATEMENT OF MBE/WBE/PDBE/DBE/SBE STATUS

This certifies that the status of the Proposer, _____, in
(Bidder's Name)

regard to the City of Houston Code of Ordinances, Chapter 15, Article V, relating to City-wide percentage goals for contracting with Minority and Women-owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE), Chapter 15, Article VI, relating to City-wide percentage goals for contracting with Persons with Disabilities Business Enterprises (PDBE) and Chapter 15, Article IX, relating to City-wide percentage goals for contracting with a Small Business Enterprise (SBE) is as follows:

1. Proposer (individual, partnership, corporation) is ☐ is not ☐ a Minority Business Enterprise as certified by the Office of Business Opportunity.

**EXHIBIT F – STATEMENT OF RESIDENCY
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

2. Proposer (individual, partnership, corporation) is ☐ is not ☐ a Women-owned Business Enterprise as certified by the Office of Business Opportunity.
3. Proposer (individual, partnership, corporation) does ☐ does not ☐ declare itself to be a Persons with Disabilities Business Enterprise as defined above.
4. Proposer (individual, partnership, corporation) does ☐ does not ☐ declare itself to be a Disadvantaged Business Enterprise as defined above.
5. Proposer (individual, partnership, corporation) does ☐ does not ☐ declare itself to be a Small Business Enterprise as defined above.

Signature: _____

Title: _____

Date: _____

**EXHIBIT G – DRUG DETECTION AND DETERRENCE PROCEDURE
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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DRUG POLICY COMPLIANCE AGREEMENT

I, _____, _____,
Name Title

of _____
Contractor

have authority to bind Contractor with respect to its Bid, Proposal, or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS-certified drug-testing laboratory to perform drug tests.
3. Monitor and keep records of drug tests given and results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the Contract with the City of Houston,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations or documentation in compliance with the Mayor's Drug Policy or Executive Order No. 1-31 will be considered a breach of the Contract with the City and may result in non-award or termination of the Contract by the City.

Contractor

Title

Signature

Date



**EXHIBIT H – PAY OR PLAY ACKNOWLEDGEMENT FORM
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

***Fill out all information below and submit this form with your bid/proposal packet.**

Solicitation Number

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

Email Address

**Note: For more information contact your POP Liaison or the POP Contract Administrator.
All contact information can be found on www.houstontx.gov Departments → Office of
Business Opportunity Pay or Play.**

**EXHIBIT I – ANTI-COLLUSION STATEMENT
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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ANTI-COLLUSION STATEMENT

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

**EXHIBIT J – CONFLICT OF INTEREST QUESTIONNAIRE
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Purchasing Agent not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (Calvin D. Wells, City Purchasing Agent, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT J – CONFLICT OF INTEREST QUESTIONNAIRE
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

**EXHIBIT J – CONFLICT OF INTEREST QUESTIONNAIRE
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the seventh business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney.

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

**EXHIBIT K – PROPOSER’S MWSBE PARTICIPATION PLAN
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

PROPOSER’S MWSBE PARTICIPATION PLAN

The Bidder or Proposer shall submit this completed form with the bid, to demonstrate the Bidder/Proposer’s plan to meet the contract-specific MWSBE goal (“contract goal”). If the Bidder or Proposer cannot meet the contract goal, the Bidder/Proposer has the burden to demonstrate “Good Faith Efforts”, which shall include correctly and accurately preparing and submitting this form, a Record of Good Faith Efforts (Document 00471), and a Request for Deviation from the Goal (Document 00472), the documentation evidencing their “Good Faith Efforts”, as required by the City of Houston’s Good Faith Efforts Policy (Document 00808). The City will review the Participation Plan and Good Faith Efforts at the time of bid opening. Visit <http://www.houstontx.gov/obo> for more information.

Contract Goal 0.00%	MBE	WBE	Bidder’s Participation Plan Percentage	SBE	MBE	WBE	Total
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NAICS Code (6 digit)	Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)	% of Total Bid Price (2 decimal places)	Cert. Type for Goal MBE, WBE, SBE)	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail (if available)

Signature for Company: _____* Date: _____
Print Name: _____ Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

**EXHIBIT K – PROPOSER’S MWSBE PARTICIPATION PLAN
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
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CONITINUATION PAGE

NAICS Code (6 digit)	Plan Item Number (if applicable)/ Description of Work	% of Total Bid Price (2 decimal places)	Cert. Type for Goal MBE, WBE, SBE)	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail (if available)

Signature for Company: _____ * Date: _____
 Print Name: _____ Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

**EXHIBIT L – PRE-BID GOOD FAITH EFFORTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

PRE BID GOOD FAITH EFFORTS

Bidder or Proposer Name: _____ **Project Name & Bid/Contract #** _____

A Bidder or Proposer that may be unable to complete or follow a Participation Plan (Document CCD-00470) to meet the contract specific goal in the Supplemental Conditions (Document 00800), must submit this completed form as well as a Goal Deviation Request Form (Document 00472), and any other documentation of “Good Faith Efforts” with the bid (see Document 00808). The Bidder or Prime Contractor has the burden to demonstrate “Good Faith Efforts” to meet the MWSBE goal, which includes correctly and accurately preparing and submitting this form and other efforts described in the City’s Good Faith Efforts Policy (Document 00808). The Office of Business Opportunity will review Good Faith Efforts and Participation Plan after selection of an apparent low bidder.

UNLESS THE BIDDER’S/PROPOSER’S PARTICIPATION PLAN MEETS THE CONTRACT GOAL, FAILURE TO SUBMIT THIS FORM MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE.

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

**EXHIBIT L – PRE-BID GOOD FAITH EFFORTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

CONTINUATION PAGE

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____

Date: _____ Phone: _____

Print Name: _____

Email Address: _____

**EXHIBIT M– PROPOSER’S MWSBE GOAL DEVIATION REQUEST
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

PROPOSER’S MWSBE GOAL DEVIATION REQUEST

Bidder or Proposer Name: _____

Project Name & Bid/Contract #: _____

**Department Approved
MWSBE Goals**

SBE	MBE	WBE	Total
%	%	%	%

**Bidder’s Proposed
MWSBE Goals**

SBE	MBE	WBE	Total
%	%	%	%

Justification: Please provide the reason the Bidder is unable to meet the MWSBE goal in Form 00800.

Good Faith Efforts: Please list any efforts not listed in the Bidder’s Good Faith Effort Report (Form 00471).

Date: _____

Bidder: _____

Email: _____

By: _____

Phone Number: _____

Title: _____

FOR OFFICIAL USE ONLY: Approved ☐

Not Approved ☐

OBO Representative

Date: _____

Title: _____

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

INSURANCE REQUIREMENTS:

- 1.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**
- 1.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:
 - 1.2.1 Commercial General Liability Insurance including Contractual Liability:
 - 1.2.1.1 \$1,000,000 per occurrence
 - 1.2.1.2 \$2,000,000 aggregate, (defense costs excluded from face value of the policy)
 - 1.2.2 Workers' Compensation:
 - 1.2.2.1 Amount shall be statutory amount
 - 1.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
 - 1.2.3 Automobile Liability (See Note Below):

\$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
 - 1.2.4 Employer's Liability:
 - 1.2.4.1 Bodily injury by accident \$500,000 (each accident)
 - 1.2.4.2 Bodily injury by disease \$500,000 (policy limit)
 - 1.2.4.3 Bodily injury by disease \$500,000 (each employee)
 - 1.2.5 Professional Liability (USE IF ONLY If Applicable)
 - 1.2.5.1 \$1,000,000 per occurrence \$2,000,000 aggregate
- 1.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

- 1.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 1.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
- 1.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 1.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 1.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 1.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 1.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 1.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 1.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 1.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 1.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 1.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

(if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

- 1.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 1.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 1.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 1.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 1.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 1.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 1.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 1.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

SAMPLE ACORD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)												
PRODUCER	FAX	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A:														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURED														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	AGDU	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Per person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ACC \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">JWC STATUTORY LIMITS</th> <th style="width: 50%;">OTH-ER</th> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	JWC STATUTORY LIMITS	OTH-ER	EL EACH ACCIDENT	\$	EL DISEASE - EA EMPLOYEE	\$	EL DISEASE - POLICY LIMIT	\$
		JWC STATUTORY LIMITS	OTH-ER											
		EL EACH ACCIDENT	\$											
		EL DISEASE - EA EMPLOYEE	\$											
		EL DISEASE - POLICY LIMIT	\$											
		OTHER												

DESCRIPTION OF OPERATION(S) / LOCATION(S) / VEHICLE(S) / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Target Communications and its deer-and-turkey events will be covered as additional insured on the policy for the length of time the insured is exhibiting at Target Communications' 2011 events, during set-up hours, exhibition hours and tear-down hours, but only with respect to liability on operations of the named insured

CERTIFICATE HOLDER

Target Communications Corporation
7626 W. Donges Bay Rd.
Mequon, WI 53097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

INSURANCE ENDORSEMENT FORMS

POLICY NUMBER:

COMMERCIAL AUTO

CA 04 03 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned
By: Named Insured:	

(Authorized Representative)

SCHEDULE

Name and Address of Additional Insured:

--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Who is An Insured (Section II) is amended to include as an "Insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability

Coverage is afforded under this policy.

B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.

E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

POLICY NUMBER:

**COMMERCIAL AUTO
CA 04 44 03 10**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the

following: BUSINESS AUTO COVERAGE FORM

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against

Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I- COVERAGES) ONLY

- A. Section II - Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."**
- B. The insurance provided to the above described A additional insured under this endorsement is limited as follows:**
 - 1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.**
 - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".**
 - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.**
 - 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:**

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

- i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no :

Issued to:

By:

Commercial Umbrella liability Policy with Crisis Response

Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional provision:

Insured means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by Scheduled Underlying Insurance. Such person or organization is an additional insured only with respect to liability:

- 1. arising out of Your Work at the location designated; or**
- 2. included within the Products-Completed Operations Hazard.**

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

POLICY NUMBER:

COMMERCIAL GENERAL

LIABILITY

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following :

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions ; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after.

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 2010 07 04

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

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**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY**

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or	Location And Description Of Completed
Information required to complete this Schedule if not shown above will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

POLICY NUMBER:

COMMERCIAL GENERAL

LIABILITY

CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- 1. Designation of Premises (Part Leased to You):**
- 2. Name of Person or Organization (Additional Insured):**
- 3. Additional Premium:**

**(If no entry appears above, the information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)**

**WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the
Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the
premises leased to you and shown in the Schedule and subject to the following additional exclusions:**

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.**
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.**

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

CG 20 11 01 96

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**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

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POLICY NUMBER:

COMMERCIAL GENERAL

LIABILITY

CG 20 15 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or	
Information required to complete this Schedule if not shown above, will be shown in the Declarations.	

A. Section II — Who is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's

business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container; e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or

normally undertakes to make in the usual course of business, in connection with the distribution or sale of the

products;

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)

SCHEDULE

Information required to complete this Schedule, if not shown above:

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

ve will be shown in the Declarations.

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
--

Information required to complete this Schedule if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV-
Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number:
Effective Date:
Named Insured and Address:

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3A of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to

bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Special Waiver

Name of person or organization

2. () Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

4. Advance Premium

Countersigned by _____
Authorized Representative

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
A**

WC 42 03 04

(Ed. 1-00)

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item of the
Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

() Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

**EXHIBIT N – INSURANCE REQUIREMENTS
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Endorsement
No. Premium \$

**ATTACHMENT C – REQUIRED SUBMITTAL CHECKLIST
COMMON/SHARED USE PASSENGER PROCESSING SYSTEM
H27-C/SUPPS-2021-004**

Item #	Required Submittal Check Sheet	Check (√)
1.	Outside Cover	
2.	Table of Contents	
3.	Tab 1 - Transmittal Letter	
4.	Tab 2 – Description of Firm	
5.	Tab 3 – Executive Summary	
6.	TAB 4 –Firm and Individual Professional Experience and Knowledge	
7.	TAB 5 – Response to Project Plan and Schedule	
8.	TAB 6 – Response to Technical Design/Approach	
9.	TAB 7 – Response to Maintenance Support	
10.	TAB 8 – Response to Proposal Pricing	
11.	TAB 9 – Response to MWBE Compliance	
12.	TAB 10 – Response to Financial Capabilities	
13.	TAB 11 – Provide all the Forms to be submitted with the Proposal	
14.	EXHIBIT A – Offer and Submittal	
15.	EXHIBIT B – References	
16.	EXHIBIT C – List Of Subcontractors	
17.	EXHIBIT D – Affidavit Of Non-Interest And Ownership Information Form	
18.	EXHIBIT E – Fair Campaign Ordinance	
19.	EXHIBIT F – Statement of Residency	
20.	EXHIBIT G – Drug Detection and Deterrence Procedures	
21.	EXHIBIT H – Pay or Play Acknowledgement Form	
22.	EXHIBIT I – Anti-Collusion Statement	
23.	EXHIBIT J – Conflict of Interest Questionnaire	
24.	EXHIBIT K – Proposer’s MWSBE Participation Plan	
25.	EXHIBIT L – Proposer’s Good Faith Efforts	
26.	EXHIBIT M – Proposer’s MWSBE Goal Deviation Request	
27.	EXHIBIT N – Insurance Requirements	