

HOUSTON AIRPORT SYSTEM
REQUEST FOR PROPOSALS
AUTOMATED TELLER MACHINE (ATM) CONCESSION
MARCH 2009

Issued by:
THE CITY OF HOUSTON, TEXAS
AIRPORT SYSTEM

The Houston Airport System (“HAS”) invites the submission of proposals from interested and qualified parties to finance, install, operate, maintain, and manage a non-exclusive Automated Teller Machine (“ATM”) Concession at George Bush Intercontinental Airport (not including terminal E); William P. Hobby Airport (“Airports”) and the City Hall Annex Building (“Annex”). HAS will enter into a new ATM Services arrangement (“Agreement”) with a single established and responsible company (“Concessionaire”) having at a minimum, the following qualifications:

- A minimum of three (3) years of continual successful experience within the last five (5) years in the ownership, management and operations of an ATM service or similar business
- Licensed to conduct business in the state of Texas. If not licensed, Parties must confirm in writing that, if selected, such licensing will be obtained within thirty (30) days following notice of selection.

In connection of this RFP the objectives the Houston Airport System are:

- To provide ATM services that are of the highest quality with equipment that is state of the art for the convenience of the traveling public and other users of the Airports;
- To ensure that the transaction fees and service charges are reasonable and competitive with the transaction fees and service charges for similar services within the Greater Houston Metropolitan area;
- To provide business opportunities for disadvantaged business enterprises.

HAS will conduct a Pre-Proposal meeting on **April 27, 2009 at 1:00 p.m.** and encourages interested parties to attend:

George Bush Intercontinental Airport
Management Conference Room,
Terminal A Conference Room
Ticketing Level behind Delta’s Ticketing Counter
2800 North Terminal Road
Houston, Texas 77032

One original, marked "ORIGINAL" and nine (9) copies of the proposal and all other information required by this Request for Proposal must be delivered in a sealed package clearly marked with the name and address of the respondent prior to the time stated below to the following address:

Houston Airport System
Mr. Randy Goodman
Commercial Development Manager
16930 John F. Kennedy Blvd.
Houston, TX 77032
Telephone: (281) 233-1822

RESPONSES TO THIS RFP WILL BE ACCEPTED UNTIL
THURSDAY, MAY 14, 2009, 2:00 P.M.

**Late Proposals will not be considered for selection and will be returned to Respondent unopened.
HAS is not responsible for late or misdirected delivery of proposals.**

A. CONTENTS

Please read the following instructions carefully and check your RFP package to ensure that you have all of the following sections and attachments:

Request for Proposal

- A. Contents
- B. Airport Statistics/Background
- C. Submission, Selection and Contracting Procedures
- D. Scope and Conditions of the Offered Opportunity
- E. Proposal Submittal
- F. Evaluation

Attachments/Exhibits

- I. Proposal Form – Fees to the City
- II. Proposal Affidavit
- III. References
- IV. Fair Campaign Ordinance Form A
- V. HAS Policy and Procedures OPSS No. 171-C

Should you find a discrepancy in the material contained herein, or should you be in doubt as to its meaning or as to the proposal procedure, please notify HAS in writing explaining the issue and/or question no later than **Thursday April 30, 2009**:

Houston Airport System
Ms. Chanda Felder
Senior Airport Properties Specialist
16930 John F. Kennedy Blvd.
Houston, TX 77032
Telephone: (281) 233-1578 Fax: (281) 233-1564
Chanda.Felder@Cityofhouston.net

Verbal questions will not be answered.

B. AIRPORT STATISTICS/BACKGROUND

Statistics

The City of Houston (the “City”) owns and operates the George Bush Intercontinental Airport (“IAH”) and William P. Hobby Airport (“HOU”). IAH and HOU, along with Ellington Field, are managed by the Houston Airport System (“HAS”), a department of the City.

HOU is located closest to Houston’s central business district, approximately seven miles away. The following table provides historical enplaned passenger activity:

HOU
Historical Passenger Activity
(Fiscal year July 1 – June 30)

Fiscal Year	Enplaned	Deplaned	Total
2005	4,150,726	4,096,094	8,246,820
2006	4,236,218	4,187,083	8,423,301
2007	4,343,757	4,297,828	8,641,585
2008	4,560,485	4,534,185	9,094,670

IAH is Houston’s largest airport facility. It is 22 miles from the central business district and 50 miles from the Gulf of Mexico. IAH provides direct air service to more than 115 destinations within the United States and 73 international destinations. The following table provides historical enplaned passenger activity:

IAH
Historical Passenger Activity
(Fiscal year July 1 – June 30)

Fiscal Year	Enplaned	Deplaned	Total
2005	19,198,589	19,227,739	38,426,328
2006	20,675,867	20,554,649	41,230,516
2007	21,486,630	21,328,586	42,815,216
2008	21,623,261	21,519,733	43,142,994

Additional passenger traffic may be found at www.fly2houston.com/newsTraffic.

Existing ATM Service Agreement

The existing ATM Services Concession Agreement with Bank of America will expire August 31, 2009.

Airport Improvement Projects

The Airports are undergoing projects to expand and renovate the facilities to accommodate the needs of passengers and airlines. Currently planned projects that may impact locations for passenger services requiring the relocation of a service (temporarily or permanently) are as follows:

- The expansion and renovation of Terminal B at IAH (Project 643).
- The expansion and renovation of Terminal D at IAH (Project 500N).
- The renovation of the ticketing and bag claim areas at HOU (Project 417F).

At this time it is anticipated that new terminal areas created by Project 643 will be managed and operated by Continental Airlines. The ATM locations in the new areas will be under a separate agreement by and with Continental Airlines.

C. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

1. Schedule

The City has adopted the tentative schedule for the submission of proposals under this RFP, which may be modified only upon written notice by the City to each potential respondent:

- | | |
|---------------------------|--------------------------------|
| ○ April 27, 2009, 1:00 PM | Pre-Proposal Conference |
| ○ April 30, 2009 | Last day for Written Questions |
| ○ May 14, 2009, 2:00 PM | Responses to RFP Due |

The schedule is subject to change without liability to the City.

Proposal Withdrawal

Proposals may be withdrawn by written request prior to the proposal due date and time stated above. Such withdrawal does not preclude the submission of another timely proposal. After the due date and time no respondent will be permitted to withdraw its proposal. The submission of a proposal will constitute a valid offer subject to acceptance by the City for a period of 150 calendar days following the due date.

Execution of Agreement

Upon notification of selection by HAS and prior to submittal to City Council, the selected respondent will fully execute and deliver to the City an Agreement (“Agreement”) in a form agreed upon by the City and the selected respondent. The Agreement will incorporate provisions of this RFP and the selected respondent’s proposal.

Failure to Contract

If the selected respondent fails to execute the Agreement within sixty (60) calendar days after notification of selection, the City reserves the right to withdraw the selection and reject the proposal. In such event, all rights and/or claims purported to arise from said selection will be forfeited.

City’s Right to Cancel, Reject or Reissue RFP

The City reserves the right to reject any or all proposals and to invite new proposals, or take such other course of action as the City deems appropriate at the City’s sole and absolute discretion. The City reserves the right to:

- a) Waive any informality in any proposal or proposing procedure.
- b) Reject any or all proposals.
- c) Reject any portion(s) of a proposal.
- d) Reissue the RFP with or without modification.
- e) Select multiple proposals.
- f) Negotiate all proposal elements.

Award and Rejection

It is the City’s intent to award the opportunity offered by this RFP to the qualified and responsible respondent who provides the best overall proposal. The City is **not** required to select the proposal with the highest proposed compensation to the City.

Any one or more of the following, among others, may be considered sufficient for the rejection of a respondent’s proposal, regardless of respondent’s qualifications in respect to other Evaluation Criteria:

- a) Failure to meet minimum requirements of the RFP.
- b) Evidence of collusion among respondents.
- c) Non-responsibility, as determined by the City in its sole judgment, as shown by past work, references or other relevant factors.
- d) Default on any obligation to the City including debt contract, as surety or otherwise.
- e) Submission of a proposal that is incomplete, conditional, ambiguous, obscure, or that contains alterations or irregularities of any kind.

Consent to Investigation

The City's determination as to whether a respondent is qualified and responsible will be based on information provided by the respondent in its proposal, interviews (if applicable) and other sources deemed to be valid by the City. An agreement will not be awarded until all investigations of the respondent's business experience, financial responsibility and character are completed. By submitting its proposal, the respondent agrees to permit and cooperate with such investigations.

Respondent Interview

Respondents may be required to attend one or more interviews with the City to discuss specific issues related to the proposal. The City will determine dates and times of such interviews and invited Respondents will be given notice of such at the appropriate time.

Respondent's Cost of Proposal Preparation

All costs incurred by respondent in preparation of respondent's submittal (including costs associated with interviews) will be borne by respondent. The City is not responsible for any costs associated with this proposal submission.

Ownership

All proposals submitted in response to this RFP are the property of the City and are not available for public review or debriefing by any party until after selection and award of the Agreement by the City Council. All information submitted within a proposal becomes public record and subject to the Texas Open Records Act including information marked proprietary or confidential.

Award Subject to Approval

Any award under this RFP is subject to the approval of the City Council.

Pre-Proposal Meeting

The Houston Airport System will conduct a presentation and site tour of the IAH facility on **Monday, April 27, 2009 at 1:00 pm**. The initial meeting and presentation will be at:

George Bush Intercontinental Airport
Management Conference Room, Terminal A
Ticketing Level behind the Delta Ticket Counter
2800 North Terminal Road
Houston, Texas 77032

Attendance is recommended but not mandatory.

Disclaimer

The information contained in this RFP, attachments hereto and any addendum that may be issued is provided to assist prospective respondents in the preparation of proposals. Respondents should satisfy themselves by personal investigation or such other means as they may think is necessary as to the conditions affecting the offered opportunity. The information shown herein has been obtained from sources thought to be reliable, but the City and HAS, their respective officers, employees, agents, and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

City Ordinances and Policies

Copies of the City Ordinances and Policies noted in this RFP may be obtained from the City Secretary's Office, Plaza Level, City Hall Annex, Room 101, 900 Bagby, Houston Texas 77001.

D. SCOPE AND CONDITIONS OF THE OFFERED OPPORTUNITY

The following summarizes the scope and key terms of the offered opportunity and will be incorporated into the Agreement. This summary is not intended to be a complete description of the Agreement. In the event of a conflict between this RFP and the Agreement, the Agreement shall control.

2. ATM Locations

The ATM general locations are listed below. The final locations will be determined by HAS and the selected respondent. Due to ongoing renovations and expansion projects at the Airports, ATM locations will be subject to relocation. Any costs associated with such relocation will be at the sole cost of the selected respondent.

<u>Location</u>	<u>Location Status</u>
• IAH, Terminal A-North	requires relocating
• IAH, Terminal A- South	requires relocating
• IAH, Terminal A Lobby	no change at this time
• IAH, Terminal B Post Security	no change at this time
• IAH, Terminal B Pre Security	no change at this time
• IAH, Terminal C-North	no change at this time
• IAH, Terminal C-South	no change at this time
• IAH, Terminal C Bag Claim	new location *
• IAH, Terminal D	no change at this time
• IAH, International Meet/Greet	New Location to be determined
• HOU, Central Concourse	no change at this time
• HOU, Ticket Lobby	New Location to be determined *
• HOU, Bag Claim	New Location to be determined *

- City Hall Annex no change at this time **

* Electric and data-com will be provided to the area by HAS.

** Gross revenue generated by the City Hall Annex location will not be included in calculations for fees paid.

3. Term of Agreement

The Term will commence on the effective date set forth in the Agreement and shall be for an initial period of five (5) years. The City reserves the option to extend the term for up to three (3) additional periods of one (1) year each at its sole discretion.

4. Minimum Service Requirements

At a minimum, the selected respondent shall provide the following services:

- ATM Provider shall be a member of at least one national network, such as Cirrus or Plus and one regional network, such as Pulse.
- ATM Provider shall be Federal Deposit Insurance Corporation (FDIC) insured.
- ATM Provider shall provide complete data processing of ATM transactions including communication, routing, authorizing, settlement, etc.
- ATM Provider shall provide systems monitoring, diagnostics, and service dispatch.
- ATMs shall support the following transaction types in both English and Spanish:
 - Cash withdrawal from credit card account
 - Cash withdrawal from checking account
 - Cash withdrawal from savings account
 - Accept deposits
 - Transfers from checking to savings
 - Transfers from savings to checking
 - Balance inquiry from checking
 - Balance inquiry from savings
- ATM Provider shall provide complete data processing of ATM transactions including communication, routing, authorizations, settlement, etc.
- ATM Provider shall provide systems monitoring, diagnostics, and service dispatch.

- ATM Provider shall maintain the availability of the ATM system in a manner that will ensure 95% uptime or a minimum of 22.8 hours for each 24-hour period, 7 days per week.
- ATM Provider shall provide written monthly reporting of transaction volume, type, amount, and ATM machine availability for each ATM location.

4. Minimum Equipment Requirements

The selected respondent is to provide equipment that uses the most recent technological advances in ATM equipment. The minimum requirements are as follows:

- Each ATM shall have an Integrated Pentium processor capable of advance functions including LAN connectivity, system management capabilities for predicting, assisting and reporting maintenance. ATMs will also have an electronic journal for storing various types of operational information.
- Each ATM shall have the capability to dispense multiple denominations of United States currency and have the future expansion capability to allow the dispensing of ancillary items, such as postage stamps if approved by City.
- Each ATM shall maintain in clear view the selected respondent's name, an ATM identification number, the ATM location, and a twenty-four (24) hour, seven (7) day a week toll free telephone number for inquiries, maintenance issues and/or customer service matters.
- ATMs must be capable of being programmed in a minimum of two (2) languages.
- Each ATM must meet all ADA requirements.
- Each ATM location shall be equipped with an alarm system.
- ATMs shall have color CRTs.
- ATM equipment must be new and not refurbished or used.

5. Management/Staffing

The selected respondent will identify an individual authorized to represent and act on behalf of the selected respondent in all matters regarding the day-to-day operation of the ATM service concession. If not the same individual, the selected respondent will also provide a contact person that is available twenty-four (24) hours a day, seven (7) days a week in case of machine malfunction or emergency.

6. Compensation to the City

In consideration of the rights and privileges to be granted, the selected respondent will pay to the City, without demand, a sum based on a percentage of gross revenue.

7. Improvements

The selected respondent shall accept the ATM locations in an “as is” condition. Further, the selected respondent shall be responsible at its own cost for any improvements necessary to make each location suitable for the operation of ATMs. All construction and improvements will meet the HAS tenant improvement standards.

8. ACDBE/DBE Participation

The City has established an Airport Concessions Disadvantaged Business Enterprise (ACDBE)/Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Parts 23 and 26. The City has received Federal financial assistance from the Department of Transportation and as a condition of receiving this assistance, the City has signed an assurance that it shall comply with 49 CFR Parts 23 and 26. It is the policy of the Department of Transportation and the City to ensure that ACDBEs/DBEs as defined in Part 26, have an equal opportunity to receive and participate in Houston Airport System Concession activities and agreements.

While no ACDBE/DBE participation goal has been established for this opportunity, ACDBE/DBE participation is encouraged. ACDBE/DBE participation may be in the form of a partnership, joint venture, or other legal arrangements with ACDBE/DBE entities that meet the eligibility standards in 49CFR Part 23. Participation may also be met through provision of goods and services from ACDBE/DBE certified vendors.

If ACDBE/DBE participation is available, the selected respondent will be responsible for meeting ACDBE/DBE program requirements. Regardless of the participation/non-participation of ACDBE companies, the monthly reporting requirements, as specified by the Affirmative Action and Contract Compliance Division and the HAS Small Business Development and Contract Compliance Division, will be required. All proposed ACDBE/DBE firms must be certified in accordance with the DBE Ordinance prior to award of contract by the City Council.

The Mayor's Affirmative Action Division handles certification of DBE firms. A complete listing of certified DBE firms can be accessed on line at <http://houston.b2gnow.com/FrontEnd/VendorSearchPublic.asp> or <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/tucp/tucpcat.htm>. Additional information can be obtained from the Mayor's Affirmative Action Division by contacting Mr. Tim Warren at 713-837-9035.

9. Affirmative Action Plan

The Agreement will include a provision that the selected respondent will not discriminate on the basis of race, color, national origin, gender, sexual orientation, disability or religion in the use of the Premises.

10. Drug Testing Policy

It is the policy of the City to achieve a drug-free workforce and workplace. The selected respondent shall comply with the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, dated March 31, 1995, a copy of which may be obtained from the City Secretary's Office, Plaza Level, City Hall Annex, Room 101, 900 Bagby, Houston, Texas 77001.

11. Americans with Disabilities Act (ADA)

The selected respondent will be responsible for meeting all requirements of the 1990 Americans with Disabilities Act (ADA). For additional information, contact the Mayors Office, Compliance Division at 713-658-3808.

12. Personnel Background Checks

The selected respondent shall be responsible for conducting background checks for each employee/contractor working or requiring access that is beyond the security checkpoint or as may be required by the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) or the City. It is understood that the requirements of the FAA, TSA or City regarding security matters may change from time to time and the selected respondent shall comply with all such requirements. Any fines paid by the City for security violation by the selected respondent shall be reimbursed to the City.

13. Utilities, Telecommunications and General Maintenance

The City will provide the existing spaces AS-IS, including the utility connections. The selected respondent may connect into or extend, at its own cost, such utilities in accordance with HAS tenant improvement standards. The selected respondent shall be responsible for connecting to designated electrical sources for its requirements; however, the City will pay for electricity used by the selected respondent.

The selected respondent will be responsible for the installation and cost of all telecommunications equipment and services required at each location. The selected respondent has the option to engage the services of HAS telecommunications division, which provides installation as well as on-going telecommunications service and maintenance.

The selected respondent will, at its own cost, keep all equipment and other personal property neat and clean and in good repair and operating condition. If upon inspection by the City it is determined that maintenance, repair, or janitorial obligations are not being performed adequately, the City, or its agents, contractors, or employees, shall have the right to perform the maintenance, repair, or janitorial services. The selected respondent will be required to pay the City the cost of such services plus fifteen percent (15%) of the cost to cover administrative expenses. Failure to comply with the City's standards for store maintenance and repair may result in penalties, which will be described in the Agreement.

14. Accounting Records and Reports

On a monthly basis, the selected respondent shall provide to the City: 1) statement of gross revenues for the preceding month; 2) payment of fees in accordance with the Agreement; 3) summary report of gross sales and number of transactions for each location; and 4) such other reports and additional detail as may be required by the City in accordance with the Agreement. The selected respondent must maintain separate and accurate records of gross sales and expenses of the services in a form acceptable to the City. Failure to comply with the City's policy may result in penalties, which will be described in the Agreement.

15. Insurance

During the Term of the Agreement the selected respondent shall provide and maintain insurance in the following form and amount:

COVERAGES	LIMIT OF LIABILITY
Worker's Compensation	Amount set by statute
Employers' Liability	Bodily injury by accident \$500,000 (each accident) Bodily injury by disease

	\$500,000 (each employee)
	Bodily injury by disease
	\$500,000 (policy limit)
	\$1,000,000 combined single limit per occurrence;
Commercial General Liability	12 aggregate policy limits of not less than
(Including Broad Form Coverage,	\$1,000,000
Contractual Liability, Bodily and Personal	
Injury, and Completed Operations)	
Automobile Liability	\$500,000 combined single limit per occurrence
(For automobiles used by the Operator in	
the course of its performance under this	
Agreement, including Employers'	
Non-Ownership and Hired Auto Coverage)	

16. Fair Campaign Ordinance

The City of Houston Fair Campaign Ordinance makes it unlawful for an operator to offer any contribution to a candidate for City elective office (including elected officers and officers-elect) during a certain period of time prior to and following the award of the Agreement by City Council. The term “operator” includes proprietors of proprietorships, all partners of partnerships, and all officers, directors and holders of ten percent or more of the outstanding shares of corporations. A statement (Form A) disclosing the names and business addresses of each of those persons will be required to be submitted with each proposal for a City contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

17. Performance Bond

The selected respondent, without expense to the City, shall cause to be made, executed, and delivered to the City 1) a surety bond in an amount equal to 50% of the first year’s projected compensation to the City, in the form approved by the City and executed by the selected respondent(s) and a corporate surety company authorized to do business in Texas having an “underwriting limitation” of at least the amount of the penal sum of the bond OR 2) an irrevocable letter of credit, in a form described approved by the City, payable upon presentation to a solvent bank or savings and loan in the initial principal amount equal to

50% of the first year's projected compensation to the City, which shall be kept in full force and effect during the Term of the Agreement.

SPACE LEFT BLANK INTENTIONALY

E. PROPOSAL SUBMITTAL

The proposal must include all of the following information on the provided forms with no attached conditions:

1. Cover/Transmittal Letter

Each respondent must indicate the opportunity being proposed on and a return mailing address, contact person and telephone/fax numbers as well as any pertinent facts or details of the proposal that the respondent desires to emphasize.

2. Executed Proposal Affidavit

Respondent must include an executed Proposal Affidavit in the form of **Exhibit II** to acknowledge that a) the respondent has received all sections and material comprising this RFP; b) the proposal is based upon all of the terms and conditions set forth in this RFP; and c) the respondent specifically agrees to provide services in the manner set forth in the proposal. Alterations, additions and/or modifications to the form of affidavit will not be accepted and will be cause for rejection of the proposal.

3. Proposal Security

Respondents must include a proposal security in the form of a certified or cashier's check or Official Proposal Bond in the amount of \$10,000.00.

4. References

Prospective respondent must list three current airports, landlord or other business contacts. These references must be the respondent's primary contacts for the operations. The services operated by the respondent at these locations must be similar to those being proposed for this offering. Respondent should use the format shown in **Exhibit III** for each reference.

5. Experience and Qualifications Statement

Prospective respondent should explain the number of years and extent of respondent's experience, with special emphasis upon prior experience with the operation and management of the proposed services at other airports and high-traffic/high-volume environments.

6. Management and Operations

Please describe prospective respondent's management and operations plan. Description should include, but not be limited to:

- Management and support staff specific to this opportunity.
- Customer service plan.

- Monitoring, maintaining and servicing the ATMs.
- Routine cleaning

7. Proposed Services

Provide a complete list of services with a brief description of each that will be available to the traveling public.

8. Equipment Design and Details

Prospective respondents should submit narrative and conceptual designs of proposed equipment. Sketches or photographs of existing or similar concepts may also be submitted.

9. Proposed Fees

State the Percentage Fee to be applied to gross revenues in the form of **Exhibit I**.

10. Opinion of Legal Counsel

Respondent should obtain an opinion from legal counsel stating whether or not litigation is pending or contemplated that could affect respondent's ability to undertake its proposal.

11. Fair Campaign Ordinance

Provide completed and executed Form A (**Exhibit IV**) indicating names and business addresses of all operators. The term "operator" includes proprietors of proprietorships, all partners of partnerships, and all officers, directors and holders of ten percent or more of the outstanding shares of corporations.

12. Insurance Requirement Acknowledgement

Respondent should provide acknowledgement that they can provide and maintain insurance in the form and amounts required in this RFP. The selected respondent will be required to provide proof of insurance prior to a contract be presented to City Council for approval.

F. EVALUATION

All proposals will be reviewed and evaluated in accordance with the Houston Airport System's Policy and Procedure OPPS No. 171-C. "Evaluation Process for Selection of Airport Concessionaires" (**Exhibit V**).

An Evaluation Team will first determine if the received proposals meet the minimum requirements of the RFP. Those proposals meeting the minimum requirements will be further evaluated using the following weighted factors:

	<u>Factor</u>	<u>Total Possible Points</u>
1.	Proposed Fees	250
2.	Proposed Services	150
3.	Experience and Qualifications	225
4.	Management and Operations	225
5,	Equipment Design and Details	<u>150</u>
	TOTAL	1000

HAS may solicit from other departments of the City, other government agencies or any other available sources, relevant information concerning the respondent's record of past performance.

EXHIBIT I

**PROPOSED PERCENTAGE FEES
Houston Airport System
ATM SERVICES**

If awarded the opportunity, I/we hereby agree to pay the Houston Airport System (HAS) the following percentage of gross revenues during the initial five (5) year term of the Agreement.

PROPOSED PERCENTAGE OF GROSS REVENUES
<p>_____ % (00.00)</p>

I am duly authorized on behalf of _____ to submit this Proposed Percentage of Gross Revenues.

Signature: _____

Printed Name: _____

Company: _____

Address: _____

Date: _____

EXHIBIT II

**PROPOSAL AFFIDAVIT
Houston Airport System
ATM SERVICES**

Proposal Affidavit

The undersigned Respondent hereby submits to the City of Houston (“City”) Airport System (“HAS”) the Proposal enclosed, to provide **Automated Teller Machine Services** based upon all terms and conditions set forth in the City’s Request for Proposal (“RFP”) dated March 2009. Respondent further specifically agrees hereby to provide goods and services in the manner set forth in the Proposal.

Respondent intends that the City rely on the Respondent’s submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal and the Agreement (“Agreement”) to be executed by the City and respondent awarded the concession, and Respondent understands the City will so rely.

Respondent acknowledges that the City has the right to make any further inquiry that it deems appropriate to substantiate or supplement information supplied by the Respondent.

Respondent acknowledges that Respondent has read and fully understands all the provisions and conditions set forth in the RFP and considers the project feasible.

Respondent acknowledges that the City is obligated to adhere to certain Grant Assurances as a recipient of federal grant funds and adherence to said Grant Assurances will become an obligation of the Respondent if Respondent is awarded this opportunity.

Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal.

Respondent acknowledges that the City reserves the right to reject any and all proposals, to withdraw the RFP, to reissue the RFP, to enter into negotiations with any and all respondents, and to accept that proposal which in its judgment will provide the best level of service to the traveling public.

Respondent solely will bear all costs incurred by Respondent in connection with the preparation and submission of this Proposal and with Respondent’s costs associated with any negotiations with the City. Under no circumstances, shall the City be responsible for any costs associated with Respondent’s submittal or negotiations of any agreement with the City.

Respondent warrants that: 1) Respondent has not in any manner directly or indirectly, conspired with any person or party to compete unfairly or compromise the competitive nature of the RFP process; 2) the contents of this Proposal as to rent, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this Proposal; and 3) Respondent has not entered into an “exclusive” arrangement with any sub-licensee prior to award; and 4) engaged in any activities in restraint of trade in connection with this RFP.

Name of Respondent (Legal Name): _____

Signature of Authorized Person: _____

Title: _____

Business Address of Respondent: _____

Business Phone Number: _____

Date: _____

County of _____

State of _____

Signed and sworn before me this ____ day of _____, 2009.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

County of _____

State of _____

Acknowledged before me by _____ (name) as _____

(title)

of _____ (company) this ____ (day) of _____, 2009.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

EXHIBIT III

REFERENCES
Houston Airport System
ATM SERVICES

Please use the following format for each of the required references:

REFERENCE NO. ____

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

EXHIBIT IV

FAIR CAMPAIGN ORDINANCE – FORM A

FORM A

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 _____	_____
	Address
Name _____	_____
	Address
Name _____	_____
	Address

I certify that I am duly authorized to submit this list on behalf of the firm, which I am associated with in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

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

EXHIBIT V

HOUSTON AIRPORT SYSTEM
POLICY AND PROCEDURE OPPTS No. 171-C
EVALUATION PROCESS FOR SELECTION OF AIRPORT CONCESSIONAIRES

HOUSTON AIRPORT SYSTEM POLICY AND PROCEDURE OPPTS No. 171-C
EVALUATION PROCESS FOR SELECTION OF AIRPORT CONCESSIONAIRES

I. POLICY STATEMENT

It is the goal of the Houston Airport System (HAS) to create economic vitality by fostering an environment where competitive opportunity exists for the entire transportation and service industry. The method in which concessionaires are evaluated and subsequently selected contributes to the integrity and transparency of the process. Therefore, HAS will select airport concessionaires through a structured competitive Request for Proposal (RFP) evaluation process, which encourages all qualifying businesses including small businesses, minority-owned businesses and joint ventures to compete for airport opportunities based on criteria that support HAS objectives.

II. **POLICY APPLICABILITY**

The policy applies to those who participate in the evaluation and selection process of airport concessionaires.

III. **POLICY AMPLIFICATION**

HAS selection of airport concessionaires shall be conducted in such a manner as to reasonably ensure that all proposals are impartially considered and departmental objectives are met. To facilitate this goal, the City Council will be distributed RFPs and advertising notices as they are published, the Council Committee that reviews Aviation related issues (currently Transportation, Infrastructure and Aviation) will be briefed prior to full Council consideration and evaluators will follow prescribed procedures for selecting and recommending concessionaires for contract awards.

1. Program goals will be outlined with criteria selected to support departmental objectives. Based on department objectives, balanced criteria will be developed with definitions and rating guidelines published in the RFP.
2. Staff will utilize the RFP selection process where minimum qualifications are assessed with pass/fail criteria, weighted relative to importance, and evaluated in terms of best value.
3. The Properties Manager, in conjunction with the respective Airport Manager, will select a diverse evaluation team with up to nine members and appoint the Evaluation Team Leader. The Evaluation Team Leader will be a non-voting member of the evaluation team and will be from the Properties staff. Team members will be selected based on relevant project disciplines, stakeholders, and/or subject matter expertise.
4. Evaluation team members understand that they must make a time and effort commitment to the evaluation of the proposals. Evaluation team members that do not participate in the entire evaluation process may be disqualified and their scores removed from the evaluation.
5. Evaluation team members and staff will treat all discussions and correspondence as confidential and will not disclose any related information.
6. The Evaluation Team Leader will brief the evaluation committee in writing regarding the evaluation process, procedures, documentation, criteria and scoring, and roles and responsibilities.

7. Prior to reviewing proposals, each team member will review the list of proposers to determine if a conflict of interest exists with a potential contractor and sign a conflict of interest statement to be retained for file documentation and public record. Potential conflicts of interests will be disclosed in writing. Additionally, team members are prohibited from participating in individual meetings, lunch, entertainment, or any other direct contact with proposers once appointed to the evaluation team.
8. The first step of the evaluation team will be to determine which proposers meet minimum requirements, as listed in the RFP, and therefore will be considered for further consideration.
9. Proposals that are not responsive to the requirements of the RFP may be disqualified without evaluation with an evaluation team majority vote as well as the Director's approval.
10. HAS reserves the right to modify the RFP and/or reject any or all proposals. The contract shall not be deemed in effect until signed by both the City and the successful proposer.
11. Each evaluation team member individually evaluates each proposal using weighted factors stated in the RFP, generally with a total point potential of 1000, i.e. technical content; operating and maintenance plans; qualifications and experience; references; past performance; quality of service; and financial proposal.
12. Participation level is evaluated on a pass/fail basis determined by fulfillment of HAS participation objectives. Evaluators will judge the relevant experience and qualifications for products/services to be provided by the entire proposing team. Airport Concession Disadvantage Business Enterprise (ACDBE) participants must meet the requirements set forth in 49 CFR, Part 23, Sections 23.3 (Definition of an ACDBE); 23.39 (Certification of ACDBEs) and 23.55 (Counting the Participation of ACDBEs).
13. Consideration will be given for local operators, particularly those headquartered in Houston, when doing so does not conflict with applicable requirements and/or jeopardize HAS project funding.
14. Financial analysis will be conducted by independent staff, results of which will be included in the overall evaluation.
15. Evaluators shall document the relative strengths, weaknesses, benefits and risks to support proposal evaluations. Likewise, the Evaluation Team Leader shall document results and/or discussions of each evaluation team meeting.
16. After individually evaluating the proposals, the team will convene to calculate final rankings. The collective scores, minus the highest and lowest scores, will serve as the final ranking. The individual rating sheets will be summarized including the actual scores assigned to each proposal by each rater, and will become public record.

17. Each member will be requested to sign a form stating his or her participation and concurrence or non-concurrence to the recommendation. Exceptions should be documented.
18. The evaluation team will require oral presentations from a minimum of the top two proposals, based on the range of scores.
19. Interview format will be structured and consistent for all proposers with questions designed to further clarify proposals.
20. The oral presentation will represent one component of the total evaluation and will be included in the overall rating once presentation evaluations are complete. The oral presentation evaluation will be based on substantive input, and added to the overall evaluation and a final team score calculated.
21. Proposers not selected for further consideration, will be notified in writing, and informed that all documents pertaining to the RFP will be made available for public inspection after City Council award.
22. Scoring sheets, interview results and evaluators notes will be retained in the RFP files.
23. Prior to the negotiation phase, the evaluation team submits their recommendation to the Properties Manager, with final approval from the Director. The recommendation must list the details of the proposal evaluation process, listing each responsive individual or firm that responded with a final score, ranking, and supporting documentation demonstrating that the recommendation is the most advantageous proposal.
24. With the Director's concurrence, the Properties Manager may begin negotiations. During the negotiation process, proposers may amend aspects of their proposals to resolve minor or clerical errors. However, the proposal cannot be substantively amended or supplemented without allowing all respondents to amend or supplement their proposals. All amendments will be stated in the Request for Council Action.
25. Ultimately, the proposal selected must represent the terms and conditions that yield the greatest benefit to the HAS and the general public, balancing customer service and financial gain to the City.
26. Once an agreement is reached, the recommendation is submitted to Council Committee and then to full Council for consideration. The recommendation package will include details of the proposal evaluation process, listing each responsive individual or firm final score, ranking, and supporting documentation as well as a listing of evaluation team members and qualifications.
27. If an agreement cannot be reached with the highest rated proposer, the department can negotiate with the next highest rated proposer.
28. After the award, the selected proposal becomes part of the concession contract. Terms of the concession contract are public information, and may be disclosed to anyone requesting them.

29. After a selection is made, unsuccessful proposers shall be notified in writing within thirty (30) business days. If unsuccessful proposers wish to meet with HAS staff, debriefings will be conducted within 15 working days of notice. The debriefing should discuss the evaluation of that proposal only. Competing vendor proposals should not be discussed.
30. The Properties Manager should begin solicitation for a new contract with sufficient processing time available, and in no event shall the process begin less than six months before the expiration of the existing contract.