

CITY OF FAYETTEVILLE REQUEST FOR PROPOSALS



CASH TO CREDIT AUTOMATIC TELLER MACHINE PROVIDER COF1516870

ISSUED: FEBRUARY 16, 2024

DUE: MARCH 18, 2024

The City of Fayetteville is soliciting proposals from qualified and experienced companies interested in operating, maintaining and managing the Cash-to-Credit Automatic Teller Machine Concession for the Airport.

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
PROCUREMENT MANAGER
kimberlytoon@fayettevillenc.gov

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE


Kelly Olivera
Assistant City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., March 18, 2024** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Cash to Credit Automatic Teller Machine Provider

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301

The bid opening will be held at **2:00 p.m. on March 18, 2024** at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Cash to Credit Automatic Teller Machine Provider.”**

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov

The right is reserved to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

I. INTRODUCTION

A. INVITATION TO PROPOSE

Pursuant to this Request for Proposals (“RFP”), Fayetteville Regional Airport (“Airport”), which is owned and operated by the City of Fayetteville, North Carolina, is seeking Proposals from qualified and experienced companies (individually or collectively, the “Proposer”) interested in operating, maintaining, and managing the Cash-to-Credit Automatic Teller Machine (“ATM”) Concession (the “Work”). Details of the requested Work are attached hereto as **Exhibit A**.

The Work will be governed by a contract, a sample of which is attached hereto as **Exhibit B** (the “Agreement”). Proposers are advised to carefully read and review the form Agreement as they prepare their Proposals to this RFP. City of Fayetteville reserves the right to revise the terms of the form Agreement at any time during the RFP process and to negotiate different terms with the selected Proposer (the “Company”).

Proposers are encouraged to also carefully review all sections of this RFP including all attachments and exhibits as they prepare their Proposals. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proposer in the sole discretion of City of Fayetteville.

B. SCHEDULE

DATE	ACTIVITY (All times are EST)
February 16, 2024	Issue RFP
February 23, 2024	Request for Proposal Acknowledgment form Due by 2:00pm EST
February 28, 2024	Non-Mandatory Pre-Proposal Conference at 2:00pm EST
March 8, 2024	Deadline for Submission of Written Questions
March 18, 2024	Proposals are Due, 2:00p.m. EST
March 25-29, 2024	Selection Committee Evaluate Proposals
April 2024	Proposer Interviews (if applicable)
TBD	City Council Date
July 2024	Estimated Start Date

City of Fayetteville reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described in **Section II. B** below.

C. Airport Background Information

Passenger Make-up

Fayetteville Regional Airport's annually average of enplaning passengers is 227,212. In addition to commercial passengers, Fayetteville Regional Airport has more than 510 volunteers and employees working at the airport. With visitors and friends supplemented, this amounts to nearly 500,000 people in the terminal annually.

FAY Passengers	
Year	Total Passengers
2017	481,178
2018	467,397
2019	440,264
2020	236,613
2021	375,819
2022	328,937
2023	339,019

Terminal & Concourses

Fayetteville Regional Airport consists of one terminal with two concourses and approximately 97,875 square feet with 7 boarding gates.

Air Carriers

Year to Date, Delta Air Lines serves 4 flights, arrivals and departures along with American Airlines serving 12 flights, arrivals and departures. Delta Air Lines have daily departures to Hartsfield-Jackson Atlanta International Airport. American Airlines have daily departures to Charlotte Douglas International Airport and Dallas/Fort Worth International Airport. Collectively, these air carriers serve 26% business travel, 60% leisure travel, 13% military travel, and 1% other.

D. Compensation

The Airport currently has a lease agreement with one provider to offer ATM concessions. The current ATM provider does not offer cash-to-credit services. Therefore, the Airport is exploring ATM concessions effective July 2024.

Location Method

ATM Location:	Terminal Location:	Monthly Fee:	Proposed Transaction Fee:
1	Airport Non Sterile Area	10% of Gross Receipts	\$0.25

II. RFP SELECTION PROCESS

A. POINT OF CONTACT

The point of contact for all submissions and correspondence regarding this RFP will be Kimberly Toon ("Purchasing Manager") and may be reached by email at kimberlytoon@fayettevillenc.gov. Submissions of questions, correspondence or requests for clarifications to persons other than the Purchasing Manager will not receive a response.

B. INTERPRETATION AND ADDENDA

No interpretation or clarification regarding this RFP will be made verbally to any Proposer. Requests for interpretation or clarification must be submitted electronically to the Purchasing Manager. When submitting a request for interpretation or clarification, Proposers are encouraged to reference the RFP page and topic number pertinent to the question(s). All questions must be submitted no later than the date and time stated in the RFP Schedule as the deadline for submission of questions. Any questions received after that time will not be addressed.

Interpretations, clarifications and supplemental instructions from City of Fayetteville will be in the form of a written addendum, which will be posted to the City of Fayetteville website at www.fayettevillenc.gov on the Purchasing page located under the Doing Business with City of Fayetteville section. Proposers shall acknowledge their receipt and review of all posted addenda on the Proposal Form attached hereto as **Form 2**.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP.

C. ATTEMPTS TO INFLUENCE THE SELECTION PROCESS

Except for clarifying written questions sent to City of Fayetteville, all Proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting City staff or evaluation committee members on or regarding any matter relating to this RFP from the time the RFP is issued until the intent to award is communicated to Proposers.

City of Fayetteville reserves the right to disqualify any Proposer who contacts City staff or evaluation committee members concerning this RFP other than in accordance with this section.

D. RFP ACKNOWLEDGMENT

Proposers shall thoroughly examine and become familiar with this RFP, including forms, attachments, exhibits and any addenda that may be issued. The failure or the neglect of a proposer to receive or examine any RFP document shall in no way relieve it from any obligation with respect to its proposal or the obligations that flow from making a selected proposal. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed.

Please acknowledge receipt of this RFP by email on or before the date stated in the RFP Schedule using the Request for Proposals Acknowledgment form attached hereto as **Form 1**. This form will provide City of Fayetteville with an attendee count for the Pre-Proposal Conference. Proposers are asked to email the completed Request for Proposals Acknowledgment to the Purchasing Manager at the email listed in Section II. A. above.

E. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be conducted on the date and at the time stated in the RFP Schedule above. The Pre-Proposal Conference will be held at the Fayetteville Regional Airport; 400 Airport Road, Suite #1 Fayetteville, NC 28306. If special accommodations are required for attendance, please notify the Purchasing Manager in advance of the Pre-Proposal Conference identifying the special accommodation(s) required.

The Pre-Proposal Conference will include an information session in the Airport Conference Room, followed by an optional walkthrough of the facilities. Proposers will be escorted by Airport Management visitors pass to enter the terminal facility and a map of the ATM locations, see **Exhibit C**. They will then be allowed to view each ATM location associated with this RFP.

PLEASE NOTE: In order to participate in the optional walkthrough, proposers must have fully completed and submitted the proposal acknowledgement form (see **Form 1** below) by the due date. The form contains information needed to obtain a visitor pass for the tour.

F. SELECTION CRITERIA AND MINIMUM REQUIREMENTS

Upon review and evaluation of all qualifying proposals, including any interviews that the City of Fayetteville may require, the Evaluation Committee will select and recommend the Proposer that, in its sole judgment, is most responsive in meeting the requirements and objectives of this RFP as set forth below.

Selection Criteria	
Experience & Qualifications	City of Fayetteville will evaluate the Proposer based on its ability to meet the Experience & Qualification requirements as set forth in the Scope including past experience providing the Work at facilities for the past 5years.
Qualifications	City of Fayetteville will evaluate the Proposers ability to meet the requirements set forth in the Scope as detailed in the Proposer’s Operation Plan.
Staffing	City of Fayetteville will consider the plan to provide necessary staffing and the experience of the individual team members proposed to provide the Work.
Compensation	City of Fayetteville will evaluate the Proposer on the overall compensation proposed related to the provision of the Work.
References	City of Fayetteville will consider the extent and quality of the Proposer’s requested references

G. EVALUATION COMMITTEE AND AWARD OF CONTRACT

The Aviation Director, or his designee, will appoint an Evaluation Committee to review all Proposals. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Proposer to determine in greater detail the Proposer’s qualifications and to learn about the Proposer’s proposed method of performance to facilitate arriving at an agreement that will be satisfactory to City of Fayetteville.

City of Fayetteville may in its discretion require one or more Proposers to make presentations to the Evaluation Committee or appear before City of Fayetteville and/or its representatives for an interview. During such interview, the Proposer may be required to present its Proposal and to respond in detail to any questions posed.

Additional meetings may be held to clarify issues or to address comments, as City of Fayetteville deems appropriate. Proposers will be notified in advance of the time and format of such interviews

and/or meetings.

The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will select and recommend the Proposer that it determines, in its sole discretion, is best able to provide the Work.

City of Fayetteville will inform the selected Proposer that it has been selected, subject to final agreement on all terms and conditions of the Agreement. Upon Proposer's execution of the Agreement, the Aviation Director may submit it to City Council for approval. If City of Fayetteville and the selected Proposer are unable to agree on the final terms, the selected Proposer will be excused from further consideration and City of Fayetteville may, at their option, select another Proposer.

The City Council may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, Agreement, and supporting ancillary documents. The City shall have no obligations under this RFP until City Council has formally approved the award of the Agreement to the selected Proposer and the Agreement has been executed by both parties.

H. CONSENT TO INVESTIGATE

The selection of the proposer will be based on a thorough investigation of the proposals submitted in response to this RFP. As part of the selection process, City of Fayetteville may request that Proposers provide additional information, including without limitation, financial records, certified bank statements or other company records relevant to the Evaluation Committees review of the proposals. By submitting a Proposal, each Proposer consents to any investigation the City deems necessary.

I. TITLE VI SOLICITATION NOTICE.

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

J. E-VERIFY

Where applicable, the successful proposer must agree to meet the E-Verify requirements as set forth in the sample contract below.

K. Iran Divestment Act.

Where applicable, the successful proposer must certify that it meets the Iran Divestment Act requirements as set forth in the sample contract below.

L. ACDBE Program – No Goal

This Contract is subject to the requirements of 49 CFR Part 23 – *Participation by ACDBE in Department of Transportation Financial Assistance Programs* and the City's DBE Program. A complete copy of the City's DBE program can be found at www.fayettevillenc.gov.

The City has established an ACDBE participation goal of **0%** for this Agreement. The committed ACDBE Goal, if any, agreed to between the City and the selected Proposer shall be documented in the Agreement.

III. ELIGIBILITY AND DISQUALIFICATION OF PROPOSERS

A. FINANCIAL CAPACITY

Proposer is expected to have the financial ability to move forward with the Work, however, Proposer's financial information will not be required as part of the Proposal. Upon inspection of the Proposals, City of Fayetteville reserves the right to request any and all financial information it deems relevant in assessing the validity of the Proposal. Such materials may include, without limitation, an official bank statement, copies of account records certified by a CPA or a letter of credit. If, after reviewing the Proposals, the City requests that Proposer submit financial information as part of its Proposal, Proposer may choose to seal it in envelope and mark it "CONFIDENTIAL.". Financial information submitted in this manner may not be subject to disclosure under North Carolina's public records laws.

B. DISQUALIFICATION OF PROPOSAL

Without in any way limiting City of Fayetteville's right to reject any or all Proposals, Proposers are advised that any of the following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of a Proposal: (i) failure to meet the eligibility requirements set forth in the Scope of Work; (ii) submission of more than one proposal by an individual, firm, partnership or corporation under the same or different names, including the names it does business under; (iii) evidence of collusion among proposers; or (iv) improper communication as described in **Section II. B.** Proposals will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate proposals or other irregularities of any kind. All of the foregoing notwithstanding, however, City of Fayetteville reserves the right to waive any such irregularities.

IV. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

A. PROPOSAL FORMAT

City of Fayetteville desires all Proposals to be identical in format in order to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal. Proposals must be structured as follows:

1. Cover letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter shall provide the name, address, telephone and facsimile numbers of the Proposer and the executive that has the authority to contract with City of Fayetteville. The Cover Letter should also include an Executive Summary outlining how the Company best meets the requirements under this RFP.

Each Proposer shall make the following representations and warranty in the Cover Letter, the falsity of which may result in rejection of its Proposal or termination of the resulting Agreement:

“The information contained in this Proposal or any part thereof, including its Forms, Attachments, Exhibits and other documents and instruments delivered or to be delivered to City of Fayetteville, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead City of Fayetteville as to any material facts.”

2. Request for Proposals Acknowledgment – Form 1
3. Proposal Form and supporting documentation – Form 2
4. Qualifications Form and supporting documentation – Form 3

B. SUBMISSION REQUIREMENTS

Proposers must submit original and complete Proposals signed in ink by a company official authorized to make a legal binding offer and an electronic version on a flash drive in searchable Adobe Acrobat .pdf format to the Purchasing Manager no later than the date and time set forth in the RFP Schedule above, according to City of Fayetteville’s clock. Submission may be by mail or hand-delivery as follows:

1. By Mail – Attn: Kimberly Toon, Purchasing Manager, City Hall, 433 Hay St, Fayetteville, NC 28301;
or
2. By Hand-delivery – Proposals may hand-delivered to the office attendant in the front lobby of City Hall, 433 Hay St, Fayetteville, NC 28301.

Proposals will be time and date stamped upon receipt (by either mail or hand-delivery).

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. All Proposals should use double-sided copying and be unbound with tab dividers corresponding to the format requirements specified above. Failure of the Proposer to organize the information required by this RFP as outlined herein may result in City of Fayetteville, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

C. WITHDRAWAL OF PROPOSAL; CORRECTION OF ERRORS

Withdrawal of the proposal may occur at any time prior to the submission deadline as set forth in the RFP Schedule above, by written request, sent by email to the Purchasing Manager. A request for withdrawal will not be effective until City of Fayetteville has confirmed, in writing, the receipt of such request. A request to withdraw a Proposal by telephone or facsimile shall not be considered a valid request to withdraw a Proposal. Withdrawal of one proposal will not preclude the submission of another timely proposal but no withdrawal will be allowed after the submission deadline.

If Proposer desires to amend a submitted Proposal before the Proposal Due Date, Proposer must follow the withdrawal procedures described in this Section and resubmit the amended Proposal on or before the Proposal Due Date in a manner consistent with the Submission Requirements. Where there are corrections prior to submission, the Proposer's representative signing the Proposal must initial erasures or other corrections in the Proposal. The Proposer further agrees that in the event of any obvious errors, City of Fayetteville reserves the right to waive such errors in its sole discretion.

E. PROPOSAL TERMS FIRM AND IRREVOCABLE

The signed Proposal shall be considered a firm offer on the part of the Proposer. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by City of Fayetteville. The selected Proposer should be prepared to have its Proposal and any relevant correspondence or documentation incorporated into the Agreement, either in part or in its entirety, at City of Fayetteville's election. Any false or misleading statements found in the Proposal may be grounds for disqualification and termination of the Agreement.

This RFP does not constitute an offer by City of Fayetteville. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of City of Fayetteville unless City of Fayetteville and the Proposer execute the Agreement following award of such agreement by the City Council.

V. RFP TERMS AND CONDITIONS

A. City of Fayetteville's RIGHTS AND OPTIONS

City of Fayetteville reserves the following rights, which may be exercised at City of Fayetteville's sole discretion:

- i. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
- ii. To issue additional requests for information;
- iii. To require a Proposer to supplement, clarify or provide additional information in order for City of Fayetteville to evaluate its Proposal;
- iv. To conduct investigations with respect to the qualifications and experience of each Proposer;
- v. To waive any defect or irregularity in any Proposal received;
- vi. To share the Proposals with City and/or City of Fayetteville employees other than the Evaluation Committee as deemed necessary;
- vii. To award all, none, or any part of the scope of work set forth in this RFP that is in the best interest of City of Fayetteville with or without re-solicitation;
- viii. To discuss and negotiate with selected Proposer(s) any terms and conditions in the

- Proposals including but not limited to financial terms;
- ix. To enter into any agreement deemed by City of Fayetteville to be in the best interest of City of Fayetteville;
 - x. To reject any or all proposals submitted; and
 - xi. To re-advertise for proposals using this RFP or a different RFP or solicitation.

B. ACCURACY OF RFP AND RELATED DOCUMENTS

City of Fayetteville assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, City of Fayetteville will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents other than those provided by City of Fayetteville through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

Should a Proposer find discrepancies or omissions in this RFP or any other documents provided by City of Fayetteville, the Proposer should immediately notify City of Fayetteville of such discrepancy or omission in writing, and a written addendum may be issued if City of Fayetteville determines clarification necessary. Each Proposer requesting a clarification or interpretation will be responsible for delivering such requests to City of Fayetteville as directed in **Section II.B** of this RFP.

The information contained in this RFP forms, exhibits and attachments, hereto, and any addendum that may be issued, has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

C. PROPOSER'S COST OF PROPOSAL PREPARATION

Proposers are responsible for any and all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). City of Fayetteville will not accept any promotional items as part of the proposal process and any such items included will either be discarded or; if so requested, returned to the Proposer at Proposer's cost.

C. REPRESENTATION BY BROKER

The City will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or contractors to the City and any potential or actual respondent broker or agent are not to be construed as an agreement to pay, nor will the City pay any such fees, expenses or commissions. By submitting its proposal, respondent agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

D. RIGHT TO TERMINATE NEGOTIATIONS / DISCUSSIONS

The Proposer's participation in this process might result in City of Fayetteville selecting the Proposer to engage in further discussions including the negotiation of the Scope of Work. The commencement of such discussions and negotiations, however, does not signify a commitment by City of Fayetteville to execute the Agreement or to continue discussions and negotiations. City of Fayetteville may terminate discussions and/or negotiations at any time and for any reason prior to the award of a binding contract by the City Council, and either abandon the selection process or select another Proposer with whom to enter into negotiations.

E. RESERVATION OF RIGHT TO AMEND RFP

City of Fayetteville reserves the right to amend or supplement this RFP at any time during the process, if it believes that doing so is in the best interests of City of Fayetteville. Any such amendment or supplement will be fully explained in an addendum posted to the City of Fayetteville website as described in **Section II.B** of this RFP.

F. OWNERSHIP AND PUBLIC RECORDS LAW

All proposals and supplementary material provided as part of this process will become the property of the City. Proposers are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Proposer may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, City of Fayetteville reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a proposal, each Proposer agrees that the City of Fayetteville may reveal any trade secrets or confidential information to City of Fayetteville staff, consultants or third parties assisting with this RFP and resulting Agreement. Where information is marked Trade Secret or confidential, Proposer agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with the City choosing to withhold any material based on Proposer's designation of said material as a trade secret or confidential.

G. DISCLAIMER

The information contained in this RFP forms, exhibits and attachments, hereto, and any addendum that may be issued, are provided to assist prospective proposers in the preparation of proposals. The information has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

FORM 2

PROPOSAL FORM

A. COMPENSATION

The Airport has an exclusive contract with one provider to offer ATM concessions in the Main Terminal, as well as select support facilities on the Airport campus. With the upcoming expiration of this contract, expiring June 30, 2024, the Airport is exploring two options for providing ATM concessions effective July 1, 2024:

Location Method

The Company will pay a set monthly flat fee and a negotiated transaction fee per location. As part of the proposal, companies should submit a proposed transaction fee per location as shown in exhibit C.

ATM Location:	Terminal Location:	Monthly Fee:	Proposed Transaction Fee:
1	Airport Non-Sterile Area	10% of Gross Receipts	\$0.25

For the purpose of the proposal and the contract, a transaction is defined as the successful completion of a balance check, transfer, deposit (if service offered), or withdrawal. An Airport transaction fee will only be applied to the first transaction of any multi-transaction series by the same customer. Subsequent transactions will not be subject to the transaction fee by the Airport.

B. NON-COLLUSION AFFIDAVIT

In submitting this Proposal, Proposer hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties submitting a Proposal in response to this RFP; and that it is in all respects fair and in good faith without collusion or fraud. Proposer represents to the City that, except as may be disclosed in an Addendum hereto, no officer, employee or agent of the City presently has any interest, either directly or indirectly, in the business of Proposer, and that any such officer, employee or agent of the City having a present interest in the business of Proposer shall not have any such interest at any time during the term of the Agreement should it be awarded to the Proposer.

C. ACKNOWLEDGEMENT OF ADDENDA

Proposer further declares that it has examined the RFP including all Attachments, Exhibits and Addenda, as acknowledged below, and that he/she has satisfied himself/herself relative to the requirements, procedures and rights of this RFP. Acknowledgment is hereby made of receipt of the following Addenda (identified by number) since issuance of the RFP.

Addendum Number	Date

D. SUBCONTRACTORS

Proposer must list all proposed subcontractors, if any, in the table provided below. No change in the proposed subcontractors listed herein will be allowed without the express written consent of City of Fayetteville. All proposed subcontractors must be able to demonstrate their ability to perform the Work proposed to the complete satisfaction of City of Fayetteville.

Name of Subcontractor	Description of Work to be Performed

E. PROPOSAL CHECKLIST

Proposal must initial each item below to confirm that it has been included in the Proposal. Proposals must be formatted in the same order as the checklist below.

	Cover Letter
	Executive Summary
	Request for Proposals Acknowledgment
	Proposal Form
	Qualifications and Proposer Requirements

F. VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF PROPOSAL

Submission of this Proposal is the duly authorized official act of the Proposer and the person(s) executing this Proposal and is in accordance with the terms and conditions as set forth in the RFP. The Proposer is duly authorized and designated to execute this Proposal on behalf of and as of the official act of Proposer, this _____ day of _____, 20__.

Name: _____

Signature: _____

Printed Name: _____

Title: _____

Address: _____

FORM 3
QUALIFICATIONS AND PROPOSER REQUIREMENTS

All statements contained herein must be true and correct. Any omissions or inaccuracies may result in the rejection of this Proposal by City of Fayetteville. Proposers should note that some responses require separate sheet(s) for response. Those responses should be appropriately marked corresponding to the question. Proposers should use as many additional sheets of paper as necessary to completely answer the question.

All of the information requirements in this **Form 3** are required for Proposer and all subcontractors identified in the Proposal. Therefore, the use of the term "Proposer" in this **Form 3** applies to Proposer and all subcontractors of Proposer that will be involved in the performance of the Work pursuant to the Agreement.

A. EXPERIENCE AND QUALIFICATIONS

1. Furnish a statement detailing Proposer's background, experience and qualifications. This should include the following:
 - Number of years in business.
 - Description of Proposer's corporate structure (corporation, partnership, joint venture, and partnership) including state of incorporation, the executive team and any substantive changes to the corporate structure within the previous five (5) years.
 - Descriptions of current business operations, including (i) number; (ii) type; (iii) location; and (iv) a description of services provided.
 - Organizational chart including descriptions and resumes of key personnel that would be involved in providing the management and maintenance services described in this Proposal and RFP. Key personnel shall include at a minimum managers and supervisors.
 - Information on quality monitoring programs that Proposer has implemented at other venues, including both descriptive information and sample evaluation forms from quality audits, performance standard evaluations or other similar programs.
2. Names and addresses of company for which the Proposer provided substantially similar Work in the prior (5) years. Please provide for each, (i) the name of the owner; (ii) a description of the Work provided; (iii) dates the Proposer provided the work; (iv) operating budget; (v) compensation; and (vi) a point of contact for each company (name, address and telephone number).
3. Provide any other information that supports Proposer's experience that may be beneficial to City of Fayetteville's review of this Proposal.
4. Provide three business references and three financial references related to its business operations in the previous three (3) years.

B. PROPOSER HISTORY

1. Has Proposer ever been subject to claims, actions, demands, suits or other litigation (collectively litigation) brought by any airport owner/operator or others over non-payment of rent or fees, or non-performance of similar Work as that requested under this RFP? Yes () No ().

If the answer is "Yes," attach a detailed explanation of the nature and result of such litigation.

2. Does the Proposer have any past due arrearages or is the Proposer in breach of any previous or existing contract with the City?

Yes () No ().

3. Has Proposer declared bankruptcy in the past ten (10) years? Yes () No ().

If the answer is "Yes," attach a detailed explanation including the date of filing, the jurisdiction (state and court), the amounts of assets and liabilities and the disposition of that action.

4. During the past ten (10) years, have any of Proposer's concession agreements, management agreements, leases or other contractual agreements been canceled or terminated, either voluntarily or involuntarily, by an Airport owner/operator?

Yes () No ()

If the answer is "Yes," attach a detailed explanation including the date and circumstances of such cancellation/termination.

EXHIBIT A
SCOPE OF WORK

I. GENERAL INFORMATION AND LOGISTICS

The Airport will award a concession agreement for 2 locations on Airport property. These locations can be found in **EXHIBIT C**. The term of this concession contract will be five years with two one-year extensions at the City's option.

Cash Handling Logistics

Parking of armored car—where, carrying of firearm, escort request, etc.

- All armored pickups require 2 people, a driver and a courier
- All escorts must be scheduled with the Airport at 910.433.1160

Steps for Police Officer Escort

- Once on route, armored guard calls Airport 910.433.1160 to notify of arrival and set escort meet-up time
(Please be aware that Police escorts may not be immediately available)
- Truck proceeds to **Airport Passenger Entrance** and drops off courier
- Driver leaves terminal and waits to be notified of pick up
- Courier is escorted to all locations in Terminal
- Prior to last pick up, courier notifies his truck of pick up time
- Courier meets his driver at Airport Passenger Entrance area and exits airport

II. Company Requirements

- ATM transaction fees or ATM surcharges must be competitive with those charged in the proposers non-airport units in the Fayetteville area. The Proposer is to provide justification of the proposed surcharge rate utilizing venues other than hotels, entertainment or sporting events.
- The ATMs shall be new and not previously used in any other location.
- The ATMS shall be attractive, functional, resistant to rough usage, and appropriate for location subject to approval by the Airport.
- The ATMs must access at least one national network (i.e. Cirrus, Plus) and one regional network. Include in your proposal a list of all national and regional networks accessible through the ATMs proposed.
- The ATM must be able to execute transactions using MasterCard, Visa, American Express, and Discover.
- Services offered at the ATMs shall include at a minimum account inquiries, cash withdrawals, fund transfers, and cash advances.
- ATMs must have integrated, up-to-date computer technology capable of advanced functions, including LAN connectivity, and System Management capabilities for predicting, assisting, and reporting maintenance. The ATMs will also need to have an electronic journal or host journal for storing various types of operational information.
- The security chest shall be designed to comply with Regulation P of the Bank Protection Act, UL 291 and all other applicable laws, regulations and standards. The unit shall be equipped with an alarm system. The Company shall also provide internal surveillance camera systems for each location.
- The ATM design shall be modular, having the ability to incorporate new features and capabilities as requested by the Airport.
- ATMs should reflect proper brand and signage with prior approval from the Airport.
- The ATMs shall display all written directions necessary to instruct customers in the operation of the ATM and a list of ATM transactions fees, transactions surcharges, or any other fees charged and to whom the transaction fees and/or surcharges apply. They shall also display either electronically or have affixed to them information for obtaining ATM services and/or refunds.
- ATMs must be ADA (Americans with Disabilities Act) compliant and have voice and Braille guidelines.
- The ATMs must have the capability to dispense multiple denominations of cash.
- The ATMs shall have the capability of being programmed in at least two languages, English and Spanish. Proposal must include a list of all languages available with the ATMs proposed.
- The ATMs shall meet all federal and local requirements, including, but not limited to, Triple DES encryption requirement of Pulse, Visa, and MasterCard. In addition, the provider will meet all new regulations which are forthcoming as defined by Pulse and Visa – these are labeled as Payment Cared Industry (PCI) compliance and affect all electronic based money type transactions to protect personal information and ensure security when transactions are processed using a payment card.

- Proposer shall offer the Airport the opportunity to take advantage of new products, services, and emerging technologies that are offered to other airports on terms equal to or better than the terms offered to any other airport, and will provide the Airport the first right of refusal for the adoption of such services and technologies.

III. Proposed Management, Operations, and Marketing Plans:

The Proposer is to provide sufficient detail to allow the Selection Committee to evaluate how the Proposer's management, operations, and marketing plans will achieve the goal of operating a high-volume ATM network. Information for this section should include the following:

- Proposed Management and Operations Plan – Please illustrate how the Proposer will manage the proposed Airport locations by including:
 - An organizational chart specific to the Airport operations.
 - An operations plan that details how the company will maintain, service, and replenish the ATMs at the Airport. The Proposer should take into consideration that the Airport is a 24-hour operation with the majority of passenger activity occurring between the hours of 6 a.m. and 11 p.m.
 - Appropriate preventative maintenance and routine service necessary to ensure the ATMs remain in fully operational condition performed as necessary, but not less than four times a year.
 - Also, include a staffing schedule to illustrate proposed coverage of operating hours. Response time to service calls on ATMs and replenishment of cash must be within four (4) hours of notification. Each ATM shall bear in a plainly visible location the Proposer's name, the machine number, and a twenty-four (24) hour, toll-free telephone number to call for inquiries, maintenance issues, customer service issues or complaints.
- Marketing – proposers will provide a marketing plan that explains how they intend to maximize the use of ATMs at the Airport. Proposer should Include as much detail as necessary to illustrate the plan and specifically address, at a minimum, the following topics:
 - Why do you believe the surcharge you are proposing is the appropriate amount? Provide any studies or marketing data that support your pricing philosophy.
 - How will additional services, if any, be marketed to the passengers?
 - How will your design, layout, and signage contribute to increasing transactions?

IV. ATM Installation

The Airport will be responsible for the rough-in construction and electrical and cable wiring to the wall. The Proposer will responsible for any additional installation. Any required structural up fit, must be performed in accordance with the Airport's terminal design and with advance approval by the Airport Director. Different locations may require different unit style or dimensions.

Company must provide, install, operate, and maintain, at its own expense, all equipment including telephone and data circuits necessary to conduct its business at the Airport.

Each machine should make efficient use of the space given and should in no way impair or impact Airport Operations. As part of the proposal, please provide the specs for the proposed ATM equipment.

Installation of ATMs by the Company is to be completed within 30 days of City Council approval and execution of the contract

Professional Service Agreement

Scope of Work and Terms Document

City of Fayetteville, NC

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of the ____ day of ____ 2024 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation (“City”), and _____.

In consideration of mutual promises and covenants in this Agreement, the parties agree as follows:

ARTICLE 1. Services

1.1 Background. The City desires to engage -----xxxxxxx----- to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. -----xxxxxxx----- is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Scope of Work. -----xxxxxxx----- will furnish the services as set forth in the Proposal which is incorporated by reference herein.

1.3 Time of Performance. -----xxxxxxx----- will perform the services promptly and according to the Proposal provided. The City will cooperate with -----xxxxxxx----- as reasonably required to complete the services outlined in the Proposal. Both parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.4 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by -----xxxxxxx----- as outlined in the Proposal.

ARTICLE 2. Payment

2.1 Basis of Compensation: The City shall pay -----xxxxxxx----- for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \$_____ without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. -----xxxxxxx----- shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

ARTICLE 3. Termination

3.1 Termination for Cause: In the event of substantial failure by -----xxxxxx----- to perform in accordance with the terms of this Agreement, City of Fayetteville shall have the right to terminate -----xxxxxx----- upon ten calendar (10) days written notice in which event -----xxxxxx----- shall have neither the obligation nor the right to perform further services under this Agreement nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed. -----xxxxxx----- shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City’s request.

3.2 Termination for Convenience: Upon thirty (30) calendar days’ written notice to -----xxxxxx-----, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Agreement. Upon such notice, -----xxxxxx----- shall have neither the obligation nor the right to perform services under this Agreement nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, -----xxxxxx----- shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, -----xxxxxx----- may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days’ after the written notice is sent by the City of Fayetteville. -----xxxxxx----- shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City’s request.

ARTICLE 4. Liability, Indemnification and Insurance

4.1 General. The City and -----xxxxxx----- have considered the risks and potential liability that may exist during the performance of services by -----xxxxxx----- and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, -----xxxxxx----- shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

4.2 Indemnity and Professional Liability. To the extent permitted by law, -----xxxxxxx----- agrees to defend, indemnify and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of -----xxxxxxx----- its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by -----xxxxxxx----- does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. -----xxxxxxx----- agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A•VII.

4.3 Liability Insurance. -----xxxxxxx----- agrees to defend, indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of -----xxxxxxx-----, -----xxxxxxx-----'s employees, and -----xxxxxxx-----'s subcontractors, for whom -----xxxxxxx----- is legally responsible during the performance of services under this Agreement. -----xxxxxxx----- shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides -----xxxxxxx----- with insurance for contractual liability which -----xxxxxxx----- has assumed pursuant to the terms of this Agreement.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, -----xxxxxxx----- further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to -----xxxxxxx----- for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.

(d) The CGL policy required above shall provide -----xxxxxxx----- with products and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of -----xxxxxxx----- in the design of any building designed by -----xxxxxxx----- under the terms of this Agreement.

ARTICLE 5. Independent Contractor. -----xxxxxxx----- is an independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. -----xxxxxxx----- shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by -----xxxxxxx----- but City shall have the right to observe such performance.

ARTICLE 6. Other

6.1 Assignment. It is the intent of this Agreement to secure the personal services of -----xxxxxxx----- and failure of -----xxxxxxx----- for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. -----xxxxxxx----- shall not assign this Agreement without prior written consent of the City.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3. Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.4 Venue. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina

6.5 Non Discrimination. -----xxxxxxx----- agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.6 Compliance with Laws. -----xxxxxxx----- agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.7 Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.

6.8 Amendment. The City and -----xxxxxxx----- may, from time to time, request changes in services to be performed by -----xxxxxxx----- . Any such changes that are mutually agreed upon by the City and -----xxxxxxx----- shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

6.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6.10 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

6.11 Morality Clause. If, in the sole opinion of the City, at any time -----xxxxxxx----- or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City’s finances, public standing, image, or reputation or are embarrassing or offensive to the City or may reflect

unfavorably on the City or are derogatory or offensive to one or more employee(s) or customer(s) of the City, the City may immediately upon written notice to -----xxxxxx----- terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity.

6.12 **CITY'S TERMS SUPERSEDE:** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

6.13 E-Verify. -----xxxxxx----- hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. -----xxxxxx----- further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). -----xxxxxx----- hereby pledges, attests and warrants through execution of this Agreement that -----xxxxxx----- complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by -----xxxxxx----- shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

6.14 Divestment of Companies Boycotting Israel or Invest in Iran Certification.

-----xxxxxx----- certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, -----xxxxxx----- further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to -----xxxxxx----- appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

6.15 Survival of Terms. All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement.

[Signature page to follow]

ATTEST:

VENDOR

By: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Signature

ATTEST:

CITY OF FAYETTEVILLE

PAMELA MEGILL, City Clerk

By: _____
ADAM J. LINDSAY
Assistant City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

JODY PICARELLA
Chief Financial Officer

**EXHIBIT C
MAP OF LOCATIONS**

Airline Ticketing ATM Location (Non-Sterile)

