ADDENDUM #1 RFP #2022-03

Banking and ATM services for Charlottesville Albemarle Airport Authority November 11, 2021

Section 1.4 Banking and ATM Services (Delete as noted)

On the commencement date of any contractual agreement awarded as the result of this solicitation, and for the ensuing contract term, the successful offeror shall pay to the Authority a rent and/or concession fee to compensate the Authority for the use and occupation of its premises and for the rights and privileges granted to the successful offeror.

The successful offeror may, at any time during the term of the concession agreement, at its own cost and expense and with prior written approval of the Authority, make alterations, additions or improvements in and to the demised premises and the air carrier terminal building.

Section 5: Banking Services and ATM Services (change as noted)

What will be the proposed monthly lease and concession rental fee to be paid to the Airport for this the ATMs Concession:

Section 6: Special Terms and Conditions (Delete as noted)

<u>Competition Intended</u>—It is the Authority's intent that this Request for Proposal permit competition. It shall be the offeror's responsibility to advise the Authority if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the Secretary-Treasurer of the Authority not later than 10:00 a.m., August 22, 2014. A review of such notification will be made.

<u>Hold Harmless Clause</u> – Any contract resulting from this RFP shall require the financial institution to indemnify and hold the Authority harmless from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property as a result of the contractor's negligent errors or omissions, and willful and criminal misconduct; and from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree by the contractor or any of its officers, employees or agents.

The successful offeror shall also indemnify and hold harmless the Authority, its agents, employees and officials, from and against any liability, expense or claim which may be recovered from, or may be sought to be recovered from, the Authority by reason of or on account of any property damage, injury, theft, or sickness or death of any person, which property damage, injury, sickness or death is caused by successful offeror or any agents or employees of the successful offeror in the performance of its obligations under the Agreement. to be awarded for the ATM Concession. The successful offeror shall further indemnify and hold harmless the Authority, its agents, employees and officials, from and against any liability, expense or claim which may result from a theft from the successful offeror's ATM equipment.