

Department of Procurement Services

160 South Hollywood Street · Room 126 · Memphis, TN 38112 · (901) 416-5376

September 25, 2025

Addendum #1: RFP 100925TW Fire Watch Services

Dear Respondents:

This Addendum forms a part of the Contract Documents and modifies the Plans and Specifications dated September 24, 2025. The Respondent shall acknowledge receipt of this Addendum on the RFP Form. Failure to do so may subject the Respondent to disqualification.

Item #1 – PART VI: APPENDICES (CONTRACT TERMS AND CONDITIONS), PAGE 26, SECTION G (INSURANCE)

Please submit a Certificate of Insurance based on the requirements listed below on pages 2-5.

INSURANCE REQUIREMENTS FOR UNARMED SECURITY GUARDS

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

Memphis Shelby County Schools
Attn: Risk Management
Attn: Procurement
160 Glenn Rogers Sr. Street
(Formerly Hollywood Street)
Memphis, TN 38112
Memphis, TN 38103
Memphis Shelby County Schools
Attn: Procurement
160 Glenn Rogers Sr. Street
(Formerly Hollywood Street)
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability \$100,000 Each Accident

\$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

FIDELITY BOND / EMPLOYEE DISHONESTY:

\$1,000,000 Each Occurrence / Aggregate

ERRORS AND OMISSIONS LIABILITY:

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with MINIMUM LIMITS OF:

\$1,000,000 Each Claim / Aggregate

PROPERTY INSURANCE:

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise.

Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all sub-contractors to do likewise. The Company shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

Thank you, Procurement Services