



CITY OF MEMPHIS

REQUEST FOR PROPOSAL

#89748

ARMED SECURITY GUARD SERVICES FOR CITY HALL

Questions and Answers

Addendum One (1)

Addendum One is created to amend the original proposal to add section 3.9 (Performance Bond) below and to provides answers to questions requested.

Questions & Answers

Except to remove vendor names and addresses, questions are provided exactly as submitted.

#		Section	Question / Answer
1	Q		<p>CITY LIABILITY. The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Contractor providing goods or services herein or for injury to any employee, agent or subcontractor of the Contractor performing under this Agreement.</p> <p>Should damages occur, who determines the responsible party? Who determines the amount?</p>
1	A		<p><i>This is determined based on specific language of the agreement as stated above.</i></p>
2	Q		<p>INDEMNIFICATION. Contractor shall indemnify, defend, save and hold harmless the City and its officers, agents and employees from and against any and all claims, losses, demands, suits, actions, penalties, damages (consequential or otherwise), settlements, costs, expenses, or other liabilities of any kind and character, including without limitation attorney fees and litigation expenses, arising out of or in connection with the performance of this Agreement by Contractor, its employees, subcontractors, or agents or the breach of this Agreement by Contractor, its employees, subcontractors or agents. This obligation shall survive the expiration or termination of this Agreement. Neither Contractor nor any employees of Contractor shall be liable under this section for damages arising out of injury or damage to persons or property directly caused by the negligence of the City or any of its officers, agents, or employees.</p> <p>Can the Indemnification terms be adjusted to more mutually agreeable terms? Would the City agree to examine and consider the Contractor's terms?</p>
2	A		<p><i>No</i></p>
3	Q		<p>MINORITY, WOMEN, AND/OR SMALL BUSINESS ENTERPRISE(S) CONTRACTING. Contractor shall take affirmative action to ensure that small, minority-owned and women-owned businesses which have been certified by the City are utilized when possible as sources of supplies, equipment, construction and services.</p> <p>Throughout the RFP, there is much focus on M/WBE participation. Is there a requirement to sub-contract some, or all, of the security hours to a M/WBE? If so, how many hours? If this isn't a requirement and the Contractor does not include a M/WBE, will it be held against the bidding Contractor?</p>
3	A		<p><i>The only requirement of the Office of Business Diversity & Compliance is: SBE – Small Business Enterprise</i></p>

4	Q		<p>PENALTIES AND LIQUIDATED DAMAGES. Contractor recognizes that various losses, penalties (including service level penalties), and/or liquidated damages may be assessed against City for certain failures to perform. In any such case where City's failure to perform is due to some negligent act, omission, or failure to perform on Contractor's part, Contractor agrees to pay or reimburse City for such assessments and City may deduct same from any Contractor's invoices as applicable. In any such case where Contractor is assessed penalties, such penalties will not exceed the corresponding amount for which the City is penalized due to Contractor's negligent act, omission, or failure to perform.</p> <p>Can a liquidated damages cap be installed? Has Contractor been penalized before? If so, what were the circumstances, date and amount?</p>
4	A		<i>No liquidated damages, however, will require a Performance Bond</i>
			<i>No. To date, there have been no liquidated damages assessed</i>

Added 3.9 Performance Bond

1. The original RFP is amended to add paragraph 3.9 which require vendors submitting a proposal to provide a performance bond in the amount of 25% of their total bid.

STATE OF _____

COUNTY OF _____

We, _____, as Principal, and _____, as Surety, licensed under the laws of the State of Tennessee to act as surety on bonds for Principals, bind and acknowledge ourselves indebted to the City of Memphis ("City"), in the State and County aforesaid, in the penal sum of _____ for the payment of which well and truly to be paid by ourselves, our successors and assigns, our heirs and personal representatives, jointly and severally.

WHEREAS the said Principal entered into an Agreement with the City of Memphis for _____ ("Agreement"), a copy of which Agreement is hereby referred to and incorporated herein, and the said Surety hereby acknowledges the contents of said Agreement, and accepts all the terms and conditions thereof, including but not limited to those provisions requiring the principal to pay for all the labor and materials used for said project.

WHEREAS the City required the principal to furnish a Performance Bond containing the terms and conditions set forth herein as a condition to executing the Agreement with the Principal.

NOW, THEREFORE, the condition of this obligation is such that should the principal faithfully and fully perform all the terms and obligations of the said Agreement, including any amendments or extensions thereof, then this obligation or bond shall be null and void, otherwise it shall remain in full force and effect.

WITNESS, our hands this _____

CITY OF MEMPHIS, TENNESSEE

CONTRACTOR - PRINCIPAL

By: _____
Mayor

By: _____

Printed Name: _____

APPROVED AS TO FORM

ATTEST:

City Attorney

By: _____
Corporate Secretary

SURETY:

By: _____
Attorney in Fact (**Note: Please attach Power of Attorney to Bond**)

Printed Name: _____

COUNTERSIGNED:

By: _____
TENNESSEE RESIDENT AGENT

Address: _____

Phone: _____