

CONTRACT #2066-5/28/2020

Furnishing Security Services At The Wastewater Treatment Plant, Vernon, CT

Questions	Answers
1. Do you anticipate extending the bid due date?	No
2. What details are you willing to provide beyond what is stated in the bid documents concerning how the winning bid will be identified?	All the details are within the bid documents.
3. Was this bid posted to the nationwide bid notification website?	No
4. Where was this bid posted other than the Town's website?	Department of Administrative website: www.das.ct.gov
5. Is it possible to get the bid package by email?	Documents will not be mailed but are available on the Towns website.
6. Will Vernon accept a PDF or DocuSign Bid Bond form?	Yes.
7. Is Vernon requiring a performance bond, if so, what's the requirement?	Yes. See Bid requirements
8. What are the Town's standard payment terms?	To be negotiated.
9. How many renewal terms are there? Special Instructions to Bidders Section 3 on page SI-1 refers to "three (2) additional one-year periods."	Two (2) one year renewals
10. Does the Town expect that the initial pricing will also apply with respect to any and all of the one-year renewal terms?	Yes
11. How will rate increases be addressed for each renewal term?	Formal request for rate increase will need to be submitted to Town prior to expiration of current contract.
12. Will the Town revise the sections cited below? <ul style="list-style-type: none">Standard Instructions to Bidders Section 11 on page I-2 and Contract Section H on page C-4:<ul style="list-style-type: none">In the Commercial General Liability and Automobile Liability Specifications, replace the phrase "Town of Vernon added as additional insured" with the phrase "Town of Vernon covered as additional insured to the extent of the Contractor's indemnification and defense obligations under the resultant contract and up to the required	No

insurance coverage amount.”	
<p>13. Will the Town revise the sections cited below?</p> <ul style="list-style-type: none"> • Standard Instructions to Bidders Section 14 on page I-3 and Contract Section J on page C-5: <ul style="list-style-type: none"> ○ On line 7, replace the phrase “caused by the “with the phrase “to the extent caused by the negligence of.” ○ Insert the following at the end of the section: <ul style="list-style-type: none"> ▪ “Anything to the contrary notwithstanding, under no circumstances will selected Company be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.” • Contract Section E(2)(a) on page C-2: <ul style="list-style-type: none"> ○ On lines 5-6, delete the phrase “in consequence of or resulting from any work performed by said Contractor, or of or from” with the phrase “to the extent caused by.” ○ On lines 6-7, delete the phrase “or of or from any” and replace it with the phrase “or by any negligent.” ○ Insert the following at the end of the section: <ul style="list-style-type: none"> ▪ “Anything to the contrary notwithstanding, under no circumstances will Contractor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.” 	No
<p>14. Will the Town revise the sections cited below as follows to provide for payment to the Company in the event of termination of the contract by Company for convenience?</p> <ul style="list-style-type: none"> • Standard Instructions to Bidders Section 18 	No

<p>“Termination For Convenience” on page I-4 and Contract Section M “Termination For Convenience on page C-5:</p> <ul style="list-style-type: none">○ On line 3, delete the phrase “by the Municipality.”	
<p>15. Will the Town replace the following to achieve compliance with applicable law?</p> <ul style="list-style-type: none">● “Security guards having a criminal record for violent crimes or any other crime may be ineligible to work at Town locations. The Town’s determination regarding whether to allow any such security guard to work at a Town location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction history in employment decisions which requires a weighing of (i) the nature and gravity of the offense; (ii) the time that has passed since the offense, or the employee’s completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought.”	<p>Final awarded contract will be revised if needed to comply with all current and applicable laws.</p>