

MEETING NOTICE/AGENDA
LEGISLATIVE COUNCIL
FINANCE COMMITTEE SPECIAL MEETING

April 19, 2021

6:55 PM

Electronic Meeting Pursuant to Paragraph 1 of Executive Order 7B¹
THIS MEETING WILL BE A 100% ELECTRONIC MEETING

LEGISLATIVE COUNCIL CHAMBERS AT MEMORIAL TOWN HALL WILL BE CLOSED
PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDERS 7B and 7D

Public Comments on these agenda items will be heard at the opening of this committee

You can speak to any committee agenda item by joining the meeting, or send your comment/s in to LCpublicinput@hamden.com by 3:00 PM of this agenda date

Please click the link below to join the webinar:

<https://zoom.us/j/96032210583>

Password: Dragons

Webinar ID: 960-3221-0583

If you experience any issue with the link above go to Zoom.com and click "join a meeting" and put in the following meeting ID and password - Meeting ID: 960-3221-0583 Password: Dragons

OR

Join by telephone. (For higher quality, dial a number based on your current location)

US: +1 646 558 8656 (New York): +1 312 626 6799 (Chicago): +1 301 715 8592 (Washington DC)
+1 669 900 9128 (San Jose): +1 253 215 8782 (Tacoma): +1 346 248 7799 (Houston)

International numbers available: <https://zoom.us/u/aH73IUF9D>

For additional sign-in support for any device or browser you can use the following link:

https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-meeting?mobile_site=true

[*Scroll to the bottom of this agenda for alternate sign in instructions.](#)

AGENDA:

1. Bid waiver for the procurement of security/public access services from Investigative Consultants, LLC- \$24,131.25

ZOOM sign in info:

1. Join using Zoom from your computer, tablet or smartphone by using the following link:
<https://zoom.us/j/96032210583> Password: Dragons

2. If you already have the Zoom App or go to the Zoom.com website, simply select “join a meeting” and complete the following: Webinar ID: 960-3221-0583 Password: Dragons

Or iPhone one-tap :

US: +13017158592,,96032210583# or +13126266799,96032210583#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

International numbers available: <https://zoom.us/j/96032210583>

ⁱ Under Executive Order 7B Electronic Meetings are subject to the following: (a) The public shall have the ability to view or listen to each meeting or proceeding in real time, by telephone, video, or other technology; (b) Any such meeting or proceeding shall be recorded or transcribed, and such recording or transcript shall be posted on the Town's website within seven (7) days of the meeting or proceeding, and made available within a reasonable time in the Town Clerk's office; (c) The required notice and agenda for each meeting or proceeding is posted on the agency's website and shall include information about how the meeting will be conducted and how the public can access it; (d) Any materials relevant to matters on the agenda, including but not limited to materials related to specific applications, if applicable, shall be submitted to the agency a minimum of twenty four (24) hours prior and posted to the agency's website for public inspection prior to, during, and after the meeting, and any exhibits to be submitted by members of the public shall, to the extent feasible, also be submitted to the agency a minimum of twenty-four (24) hours prior to the meeting and posted to the agency's website for public inspection prior to, during, and after the meeting; and, (e) All speakers taking part in any such meeting or proceeding shall clearly state their name and title, if applicable, before speaking on each occasion that they speak.



TOWN OF HAMDEN

OFFICE OF THE MAYOR

Curt Balzano Leng
Mayor

Hamden Government Center
2750 Dixwell Avenue
Hamden, Connecticut 06518
Tel: (203) 287-7100
Fax: (203) 287-7101

April 15, 2021

Legislative Council
Hamden Government Center
Hamden, CT 06518

Re: BID WAIVER FOR THE PROCUREMENT OF SECURITY/PUBLIC ACCESS SERVICES FROM INVESTIGATIVE CONSULTANTS, LLC - (\$24,131.25)

Honorable Members:

Enclosed please find a bid waiver for the procurement of security and public access services for Town buildings from Investigative Consultants, LLC. The Town conducted a diligent review of vendors providing security and public access services in Connecticut, and also vendors which are already approved for municipal use by the State of Connecticut. After review, Investigative Consultants, LLC was selected in lieu of pursuing a State approved vendor due to offering a price for services which was substantially less than pricing offered by State approved vendors, and also due to exemplary recommendation from our neighboring community of North Haven.

This procurement will provide security and public access services for Hamden Government Center, the Keefe Community Center, and the Miller Library Complex from April 20, 2021 through June 30, 2021. Investigative Consultants, LLC will provide 1 on-site guard at all three (3) locations for the purpose of monitoring the admission and exit process of all visitors. Responsibilities will include, but not limited to; verification of appointments, COVID-19 screening and temperature checks, policy and procedural compliance.

In anticipation of the expiration of the services stemming from the approval of this Bid Waiver at the start of the upcoming Fiscal Year, the Administration will provide the Council with a recommendation to include funding for security services within the FY21-22 budget to ensure that these services do not experience a lapse. If funding for future services is ultimately approved in the FY21-22 Council budget, the Administration intends to conduct an RFP process to procure security services prior to the start of the next Fiscal Year.

For more information pertaining to this bid waiver, please see attached correspondence from Risk Manager Pat Perrotti.

By copy of this letter, Chief of Staff Adam Sendroff and Finance Director Scott Jackson are asked to attend your meeting to respond to any questions you may have.

Your approval of this bid waiver is respectfully requested.

Sincerely,

Curt Balzano Leng, Mayor

CBL/as/pd
Enclosures

cc: Town Attorney Sue Gruen, Finance Director Scott Jackson, DFD Rick Galarza, Purchasing Agent Phil Goodwin, Risk Manager Pat Perrotti, ACOS Adam Sendroff, DCOS Patrick Donnelly, DOLA Walter Morton, Mayor's Office

MEMO

To: Philip Goodwin, Purchasing Agent

CC: Scott Jackson, Finance Director

Ken Kelley, Human Resources Director

Brigitte Cogswell, Human Resources Officer

From: Pat Perrotti, Risk Manager

Date: April 15, 2021

RE: Bid Waiver – Town Security

The Town of Hamden is preparing to open town offices and buildings to the general public using an appointment-based model for transactions. As a result, the town is seeking the services of a security firm to provide supervision and screening at the entrances to the Hamden Government Center, the Keefe Community Center, and the Miller complex (Library and Hamden Senior Center).

The security firm will provide the services – beginning April 20th, 2021 and ending on June 30th, 2021 - of one (1) on-site guard at all three (3) locations for the purpose of monitoring the admission and exit process of all visitors. Responsibilities will include, but are not limited to: verification of appointments, COVID-19 screening and temperature checks, policy and procedural compliance.

Several companies were reviewed to determine cost and compatibility, and *Investigative Consultants LLC's* hourly rate came in far lower than any of the state-contracted firms that were considered. Additionally, the services and expertise of *Investigative Consultants LLC* came at the high recommendation of the Town of North Haven after a previous, successful engagement with the company for the same, low-cost services.

The Town of Hamden has been carefully planning to resume on-site, in-person services with the general public in accordance with recommendations provided by the Centers for Disease Control and Prevention (CDC), as well as the state and federal governments. Similar appointment-style approaches have proven successful in neighboring communities, and the time has come to begin inviting the public back into Town offices. The services sought are fundamental to allowing the public back inside, and essential to providing the safest, secure environment to employees and visitors alike.

I am requesting that a bid waiver be granted to *Investigative Consultants LLC* in the amount of \$24,131.25 for:

1. Three (3) Security Guards at:
Hourly rate: \$22.50;
Daily rate: \$146.25;
Weekly rate: \$731.25;
Total for 11 weeks: \$8,043.75

I appreciate your time and consideration to this matter.

Pat Perrotti,
Risk Manager

SERVICE AGREEMENT

This Agreement is hereby made this 15th day of April , 2021 by and between Investigative Consultants, LLC, with a place of business located at 575 Main Street, East Haven, Connecticut 06512 (hereinafter referred to as the "IC") and Town of Hamden, with a place of business located at 2750 Dixwell Ave. Hamden, CT 06518 (hereinafter referred to as the "TOH"):

WITNESSETH:

WHEREAS, IC is engaged in the business of providing various risk management services including but not limited to uniformed security services;

WHEREAS, TOH is a town within the state of Connecticut, which owns and/or operates certain buildings and facilities within the County of New Haven and State of Connecticut

WHEREAS, TOH desires to enter into this Agreement thereby retaining IC to perform certain risk management services upon the terms and conditions of this Agreement.

WHEREAS, IC desires to enter into this Agreement with respect to providing its services to TOH, upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

I. PROJECT

This Agreement governs the provision of risk management (security) services by IC to TOH encompassing the following location (which shall be referred to as the "Service") which more particularly described as Follows:

A. IC shall provide uniformed security services at the following location in numbers and hours stated:

1. Government Center located at 2750 Dixwell, Hamden, CT 06518.
1 Security Officer Monday-- Friday, 5 Days per Week 8:30 AM – 12:00 PM & 1:00 PM – 4:00 PM.
32.5 Weekly Hours
*Adjustment (increase or decrease) in security officers, days, and hours may vary on occasion with the request of TOH.
2. Miller Library/Thornton Wilder located at 2901 Dixwell Ave. Hamden, CT 06518.
1 Security Officer Monday- Friday, 5 Days per Week.
8:30 AM – 12:00 PM at Miller Library.
1:00 PM – 4:00 PM at Thornton Wilder.
32.5 Weekly Hours
*Adjustment (increase or decrease) in security officers, days, and hours may vary on occasion with the request of TOH.

3. Keefe Center located at 11 Pine St. Hamden, CT 06514.
1 Security Officer Monday- Friday, 5 Days per Week 8:30 AM – 12:00 PM &
1:00 PM – 4:00 PM,
32.5 Weekly Hours
*Adjustment (increase or decrease) in security officers, days, and hours may
vary on occasion with the request of TOH.

B. All Services provided by IC shall be as independent contractor and the employees of IC rendering Services hereunder shall be exclusively employees of IC who is in the exclusive control of their hiring, training, uniforming, equipping, management and discharging.

II. TERM

This Agreement shall commence on the 20th day of April 2021 and shall expire on the 30th day of June 2021 without further action of either party unless otherwise validly terminated pursuant to the terms set forth herein below.

III. PAYMENT

- A. The charges for Services shall be as follows:
 1. \$ 22.50 per hour, per security officer:
 2. \$ X per hour for patrol officers inclusive of all motor vehicle costs and expenses:
 3. \$ X per hour for supervisors inclusive of all motor vehicle cost and expenses.
- B. Payment of all wages, federal and state withholdings taxes and benefits, if any, shall be the exclusive responsibility of IC.
- C. With the exception of motor vehicle costs and expenses, any other equipment requested by TOH for the performance of any Services shall be charged at cost and billed in accordance with the standard billing set forth herein. Such additional equipment and rates need to be agreed to in writing by both IC and TOH.
- D. Services performed on the following listed holidays, shall be charged at 1.5 times the standard hourly rate set forth herein above: New Year's Eve (7pm – 2am), New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (7pm – 2am) and Christmas Day.
- E. IC shall provide TOH with an invoice for Services rendered on a biweekly basis ("Billing Date") and TOH shall make payment to IC within fifteen (15) days from the date of each such invoice.

F. The failure to pay IC all costs and/or fees in full within sixty (60) days of the Billing Date shall constitute a default of this Agreement and obligate TOH to incur late fees in the amount of fifteen (15%) percent of all costs and fees due and owing per month (“late fee”) in addition to all outstanding charges for services rendered. However, the imposition of late fees shall not be IC’s sole remedy nor preclude IC from seeking further remedies available to it pursuant to the terms of this Agreement.

IV. AMENDMENT/TERMINATION OF THIS AGREEMENT

This Agreement shall only be amended, modified, or extended by written document executed by each of the party’s privy hereto. Either party may terminate this agreement for any reason upon written notice provided, giving thirty (30) days’ notice, hereof in which case this agreement shall terminate within that time frame and not before. Notwithstanding the aforesaid, TOH may terminate this agreement with cause, with no notice to IC.

V. DEFAULT

Should TOH fail to pay any installment to the terms of Article III herein above, such failure shall be considered a material default of this Agreement and as such, IC shall be entitled to terminate or suspend services upon fifteen (15) prior written notice to TOH and/or pursue each and every remedy available in law and equity.

VI. ENTIRE AGREEMENT

This agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof and may not be amended, waived, discharged or terminated orally, but only an instrument signed by all of the parties privy to the Agreement herein. This Agreement supersedes all prior agreements and representations made by IC with respect to the Project(s) referenced herein.

VII. NO WAIVER

No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same, similar or different nature.

VIII. INVALID PROVISIONS

Should and provisions of this agreement for any reason be declared invalid, void, or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portion shall not be affected.

IX. INDEMNITY AND INSURANCE

- A. IC hereby further agrees that it shall maintain and provide evidence that same is in full force an effect upon request of TOH (not less than once annually nor more than once per month) all insurance required by Federal, State or local law and in addition, shall keep the following minimum insurance during the term of this Agreement, all naming Town of Hamden as additional insured.:
1. Workman's Compensation Insurance of \$500,000;
 2. General Liability \$1,000,000;
 3. General Aggregate \$2,000,000;
 4. Professional Liability \$1,000,000;
 5. Excess umbrella/Third Party \$1,000,000
- B. Both parties shall defend, indemnify and hold harmless each other and/or their agents, employees and/or servants from and against any and all losses, damages, liabilities, injuries, claims, expenses, including attorneys' fees, arising from or relating to any act or omission by either party, their employees, agents or representatives in the performance of this Agreement or action against either party not caused by any direct act or omission of other as required by this Agreement.

X. NOTICES

Any notices, request, demand or other communication required or permitted hereunder shall be deemed properly given when personally served in writing either by hand delivery, via certified mail, as indicated below:

TOH:
Ken Kelley, Personnel Director
2750 Dixwell Avenue
Hamden, CT 06518

IC
Insert Name
575 Main Street
East Haven, CT 06512

Either party may change its address by written notice in accordance with this paragraph.

XI. BENEFIT OF AGREEMENT

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and assigns.

XII. RESTRICTION ON ASSIGNABILITY

This Agreement is binding upon the heirs, executors, and administrators of the respective parties, and it is expressly understood and agreed that neither party may assign this Agreement without the written consent of the other.

XIII. CONFIDENTIALITY COVENANTS

TOH understands that it may acquire information and knowledge that constitutes confidential information of IC in the various phases of its business and that such information is important to IC and its competitive position in the industry (“Confidential Information”). Accordingly, TOH agrees that to the extent permitted by law, it shall not at any time use itself or disclose to any person any Confidential Information heretofore acquired or acquired during the term of this Agreement and shall to the extent permitted by law, treat all Confidential Information with strict confidence.

XIV. DISCLAIMER

Neither party shall hold the other responsible for any damages, injuries or death caused during the performance of its duties and obligations under this Agreement except to the extent caused by the negligence or willful misconduct. . Should any legal action be brought directly against the other for any damages, injuries or death caused during the performance of their duties and obligations under this Agreement, including but not limited to any Third-Party actions for indemnification or apportionment, in degradation of this Agreement, each party hereby agrees to pay for its own defense of said action.

XV. REPRESENTATIONS OF IC

A. IC shall comply with all federal, state and local laws, rules and regulations relative to the Services provided hereunder, including but not limited to compliance with the Equal Opportunity Employment Act which prohibits discrimination in the hiring, promotion or enforcement of policies and procedures. IC further represents that all employees assigned to provide Services in accordance with this Agreement shall be licensed as required by the State of Connecticut and shall have been approved by the Connecticut State Police-Department of Public Safety.

IC shall maintain all accounting records using generally acceptable accounting principles. TOH shall have the right, upon prior reasonable written notice, to examine and audit said records pertaining to services rendered on its behalf.

XVI. APPLICABLE LAW

Except to the extent governed by laws of the United States, this Agreement is to be governed by laws constructed under the laws of the State of Connecticut. Additionally, any disputes arising herefrom shall be determined in the Courts of the State of Connecticut to the exclusion of any other jurisdiction.

XVII. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

XVIII. ACKNOWLEDGEMENTS AND ACCEPTANCE OF AGREEMENT

The parties hereto hereby acknowledge that each has read this Agreement in its entirety and understands the terms of this Agreement. Further, by signing this Agreement, each party hereby acknowledge receipt of one signed copy of this Agreement. Finally, unless otherwise stated herein, each party acknowledges that they are joint and severally bound by the terms of this Agreement.

(Signature Page Follows)

DRAFT

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed as of the date above written.

IC SERVICES

Mill River Crossing

By: _____

By: _____

(Signature)

Nicholas Padilla

(Print)

(Print)

Member

(Title)

(Title)

06-1534445

Tax I.D. #

Tax I.D. #