

# **TOWN OF SIMSBURY**

**DEPARTMENT OF PUBLIC WORKS  
933 HOPMEADOW STREET  
SIMSBURY, CT 06070**

**INVITATION TO BID**

**FOR**

**SALT SHED BUILDING**

**May 28, 2015**

**Bids Due**

**June 10, 2015, 10:00 a.m. EDT**

**Prepared By:**

**Department of Public Works  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070**

## **NOTICE TO BIDDERS**

The Town of Simsbury is seeking responses from qualified vendors to provide and install a fabric/membrane type Salt Storage shed for the Town of Simsbury Public Works Department, located at 66 Town Forest Road.

Sealed bids marked "Salt Storage Shed" will be received by the Town of Simsbury Finance Department, PO Box 495, 933 Hopmeadow Street, Simsbury, CT 06070. Submissions will be received no later than June 10, 2015 at 10:00 a.m. EDT. Bids received after that time will be rejected.

Specifications and forms on which bids must be submitted may be obtained on the Town website, <http://www.simsbury-ct.gov>

Each Respondent, by making their bid, represents that they have read and understand the bid documents. The Town reserves the right to reject any and all bids not deemed to be in the best interests of the Town of Simsbury. Final results will be posted on the Town website.

Any questions about this invitation to bid must be in writing and addressed to Thomas J. Roy, P.E., Director of Public Works, Town of Simsbury, PO Box 495, Simsbury, CT 06070 on or before June 5, 2015. All responses will be made via addendum and posted to the Town's web page at least three days prior to the scheduled bid due date.

## **INFORMATION FOR BIDDERS**

### **I. PROJECT OVERVIEW**

The Town of Simsbury is soliciting bids for the Design and Construction of a 65' x 125' fabric/membrane type Salt Storage Building to be located at our Public Works facility at 66 Town Forest Road in Simsbury in accordance with the following design specifications.

### **II. SPECIFICATIONS**

#### **General Conditions:**

The Town will provide a 10-foot tall concrete block wall foundation design by others with anchor bolts. The contractor for the salt shed is responsible for providing anchor bolt requirements (location, spacing, specifications) to the owner.

Structure shall be rectangular in shape with 1 closed & vented vertical gable rear end wall.

Front gable end wall to include 20' wide x 24' high framed opening. No door required.

Building to be engineered to meet 2015 ICC Building Code Requirements to 35# psf ground snow load and 100 mph, 3 sec gust, Roughness Category B and Exposure C.

Contractor will be required to obtain a building permit for this structure. The cost for Town portion of building permits will be waived and the State fees of the building permit (\$0.26/\$1,000 construct cost), will still apply.

The main structure frame shall be designed to provide a minimum of 15-year operational use period with appropriate inspection and maintenance. Owner's manual to be provided.

The structure shall be capable of being assembled, operated and dismantled in all ambient temperatures between -20 °F and 120 °F.

The structure shall be capable of being erected on concrete blocks and of accepting differential settlement of up to 1 ½% between truss positions.

Contractor will be required to provide design drawings and calculations stamped by a Professional Engineer licensed in the State of Connecticut.

#### **Engineered Design Criteria:**

The structure shall be designed using methodology as per ASCE 7 standard referenced from the applicable building code. Primary and secondary framing shall comply with current issues of ISC, AISI, NEMA and ASTM specification, as applicable. Structural members shall be designed using Allowable Stress Design (ASD) or Load Resistance

Factored Design (LRFD) for the design loads given below. Wind load factors and coefficients used in design of structural members must be in accordance with the applicable ASCE 7 guidelines.

**Snow Loads:** The structure shall be designed based upon a minimum ground snow load of 35 pounds per square foot (psf).

**Wind Loads:** The structure shall be capable of withstanding a basic wind speed (3-second gust) from any direction of 100 miles per hour. The design wind pressure shall be based on an exposure category of "C" and appropriate wind load factors and coefficients in accordance with the applicable referenced ASCE 7 guidelines. In no event shall the wind load used in the design of the main wind force resisting system be less than 10 pounds per square foot multiplied by the area of the building or structure projected on a vertical plane that is normal to the wind direction.

**Rainfall:** The structure shall be capable of withstanding the effects of rainfall up to 4 inches per hour for at least 2 hours.

**Design Loads:** The design shall be based as a minimum on the following design loads. Each member shall be designed to withstand stresses resulting from combinations of design loads that produce maximum percentage of actual to allowable stress in that member as per referenced ASCE 7 standard from applicable building code.

D = Dead Load + Collateral Load

S = Symmetrical Snow or Live Load (Balanced or Unbalanced)

Ws = Wind with internal suction

Wp = Wind with internal pressure

E = Earthquake

#### **Materials:**

All materials used in the structure shall be new, without defects and free of repairs. The quality of the materials used shall be such that the structure is in conformance with the performance requirements specified herein.

**Cladding Membrane:** The structure shall be clad with a flame-retardant polyolefin fabric manufactured by an approved and reputable supplier with demonstrated long-term performance. The polyolefin membrane fabric shall be waterproof and free from defects.

All roofs, walls, end walls and connecting sections shall be weather tight. The material shall be selected from the manufacturer's standard colors for the sidewalls and roof panels. The material scrim and coating must be UV stabilized and must carry a minimum 10-year manufacturer's warranty. The minimum fabric specification is as follows:

Total Fabric Weight

12.4 oz/yd<sup>2</sup> (407 g/m<sup>2</sup>) +/- 5%

Coating Thickness

4 mils average, each side

Finished Thickness	23 mils (ASTM D1777)
Grab Tensile Strength	360 lbs (ASTM D5034)
Strip Tensile Strength	275 lbs/in (ASTM D5035)
Tongue Tear Strength	120 lbs (ASTM D2261)
Trapezoidal Tear	100 lbs (ASTM D-4533)
Mullen Burst	675 psi (ASTM D3786)
Cold Crack Resistance	-60 °C (ASTM D2136)
UV Resistance & Weathering	>90% retention after 2000 hrs. ASTM G151

**Metal:** The main structure shall consist of welded truss arches with parallel tube chords separated apart by webbing. Parallel tube cords are made from triple coated, in-line galvanized structural steel tubing, cold-formed and induction welded of modified grade carbon steel, providing a finished tubular product with exceptional mechanical and corrosion resistant properties.

**Tolerances:** All dimensional tubing tolerances are in accordance with ASTM A500, Section 10. Tubing shall be manufactured using steel conforming to ASTM A568 and ASTM A1011. Finished steel tubing used in the structure must have the following minimum structural and mechanical properties based on standard ASTM A500:

**Tension Ultimate:** 55 KSI and Yield: 50 KSI

**Post Fabrication Hot-Dipping** will not be accepted.

**Corrosion Protection:** All steel tube components, trusses, purling, fastening tubes shall be coated, on the exterior, with a gloss finishing providing a corrosion resistance of 1800 hours as per ASTM B117-90;

**Coatings:** Zinc conforms to ASTM B6, Standard Specifications for Zinc, High Grade (1.1.3.) and Special High Grade (1.1.2.).

- a. Exterior: In-line galvanized to a normal coating zinc weight of 0.6 oz/ft<sup>2</sup>. Chromate conversion coating applied over the galvanized surface to provide additional corrosion protection. Clear organic polymer applied as the top surface coat to retard oxidation, enhance surface appearance and provide a primer for subsequent painting or powder coating processes as desired.
- b. Interior: Full zinc based organic coating applied to 100% of the interior surface as a corrosion barrier.

## **Design Requirements – Structural Frame**

**Purlin Spacing:** To provide for structural stability and to provide for installation of accessory items, the main structural trusses shall be laterally braced by tubular purlins at intervals required by the truss design.

**Wind and Frame Bracing:** The structure shall be appropriately stabilized with wind bracing cable as well as any required secondary node restraint assemblies so as to efficiently transfer wind, snow and seismic induced stresses to the foundation/anchoring system. The end bays of the structure shall be designed to be X – braced early during installation to allow for permanent stability of the frames during installation.

**Connecting Joints:** Connections between structural elements shall be designed so as to transfer the compressive and tensile forces present in a given joint. A minimum of Grade 5 bolts shall be used at each truss chord joint. Primary axial steel, secondary purlins and end wall frame connections shall be made with a minimum of Grade 5 hex bolts, carriage bolts and self-drilling screws.

**Mechanical Equipment Interface:** The main structural roof trusses shall allow for installation of electrical and mechanical equipment based on collateral loads. Likewise, the structure shall accept penetrations through the membrane for access doors and mechanical services with minimal modification.

**Ancillary Systems:** The structure shall be designed such that it can be readily retrofitted with insulation systems and other ancillary systems such as lighting, sprinklers, and HVAC, provided collateral load factors are taken into account.

**Alternative Cladding Materials:** The structure shall be designed such that alternative covering materials such as metal wall cladding can be added with minimal modification, if required.

**Hardware:** All hardware needed to assemble buildings to be supplied by vendor/contractor.

## **Design Requirements – Membrane Cladding System:**

**Membrane:** The roof membrane shall form a weather tight shell over the structural frame. In order to provide for a good finished appearance and to insure weather tightness, the membrane shall be assembled and tensioned, in a manner to minimize wrinkles in hot and cold temperatures.

The gable wall membrane cladding shall be manufactured and connected to form one piece to the adjacent end wall and roof cladding.

Roof membrane horizontal stretch shall be maintained with horizontal purlins requiring no ongoing maintenance.

**Base Tensioning System:** The membrane cladding will be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure perimeter. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame and such that the system has remaining range of adjustment.

**Membrane Seal at Openings and Base:** The Dealer supplying the structure will provide all materials and methods necessary to fully tension and seal the membrane material around all doors, ventilation and other opening as well as around the structure perimeter below the main tensioning system. This seal shall provide a neat and finished appearance and eliminate any loose membrane cladding that would otherwise be damaged by flapping or abrasion. When a membrane base skirt is required, this shall be supplied and attached at the base perimeter to allow a reasonable seal against air and water intrusion.

The membrane shall not be designed to function as a structural member such that, should any damage to or penetrations of the membrane occur, the integrity of the structural framework shall not be affected.

The Contractor shall provide drawings and calculations acceptable to the architect/Engineer of the Record, meeting the provisions of the applicable State Building Code. The Contractor shall bear all costs for production of drawings and associated structural calculations.

Contractor shall make all revisions and corrections to those documents required for approval and shall resubmit as required to obtain approvals.

#### **Hardware:**

**Bolts:** Bolts subject to extreme stress and wear shall be structural bolts of Grade 5 and plated/ galvanized that has been upgraded with a corrosion resistant topcoat finish. All bolts shall be installed and securely torque so as to prevent change in tightness. Those

subject to removal or adjustment shall not be swaged, peened, staked or otherwise installed.

**Membrane Tensioning Hardware:** The fabric membrane shall be tensioned with load rated hardware. Hardware shall allow full and free rotation at the foundation connection to avoid fatigue of threaded assemblies.

**Membrane Tensioning Webbing:** The membrane shall be tensioned with load-tested tie-downs.

**Cable Assemblies:** Main and wind bracing cable assemblies shall be manufactured to the required length and press swaged with metal sleeves. The cables are manufactured using performed galvanized cables, sized with appropriate safety factors.

3/16" dia.	=	4,200 lbs.
¼" dia.	=	7,000 lbs.
5/16" dia.	=	9,800 lbs.
3/8" dia.	=	14,400 lbs.
½" dia.	=	22,800 lbs.

**Other Fasteners:** Non-structural fasteners such as wood screws, Tek screws, etc., shall be standard commercial quality.

**Exterior Trim:** The aluminum alloy used in the extrusion shall meet or exceed 6063-T5.

**Piece Marking and Identification:** all individual parts or bundles and packages of identical parts are to be clearly marked for identification. Bolts, nuts, washers and fasteners shall be packaged according to type, size and length. Shipping documentation shall include a list showing the description, quantity and piece mark of the various parts, components and elements.

**Material Delivery:** The building system materials shall be delivered to the project site during normal working hours on weekdays. (6:30am to 3:30pm). 24 hours advanced notice for delivery is required. Installation contractor will provide adequate workmen and equipment to promptly unload, inspect and accept material delivery.

**Handling:** At no time shall materials be dropped, thrown or dragged over the transport equipment or the ground. Damage to any piece under its own or superimposed weight shall be cause for repair or replacement by the vendor or contractor.

Short, damaged or excess materials: Installation contractor shall inspect, count and verify quantities based on the shipping documents.



### **III. INSURANCE**

The selected Respondent will be required to maintain insurance in accordance with the attached Insurance Exhibit and furnish the Town with certificates of insurance effecting coverage required by this exhibit.

### **IV. TAXES**

The Town is a qualified tax-exempt institution and as such is not liable for any federal, state, or local excise, sales, use, property or other taxes that Respondent may incur as a result of this agreement.

### **V. PUBLIC INFORMATION & OWNERSHIP OF DOCUMENTS**

All bids submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Respondent during the completion of their contract requirements shall become the property of the Town, including any databases and information systems that are created. Proprietary information shall be identified as such. The Town will take every effort to secure proprietary information within its limits and confines.

### **VI. ACKNOWLEDGEMENT FORM**

All bidders must read and sign the attached Town of Simsbury Acknowledgement Form, stating they have read the Town Ethics Policy. This policy follows Attachment B.

### **VII. SITE INSPECTION AND QUESTIONS**

Contractors may make an appointment to visit the site during our normal operating hours by calling Mr. Kevin Clemins, Highway Superintendent at 860.658.3222. Visitors will not be permitted to inspect the site with out a prior arranged appointment.

Any questions about this Invitation to Bid must be make in writing to Mr. Thomas J. Roy, PE, Director of Public Works, Town of Simsbury, PO Box 495, Simsbury CT 06070 on or before June 5, 2015. All responses to substantive questions will be made via addendum and posted to the Town's web site at least three days prior to the scheduled bid opening.

### **VIII. SELECTION AND EVALUATION CRITERIA**

#### **Evaluation Criteria:**

After receipt of bids, the Town will use the following criteria in evaluating the bids and selecting a provider of services:

- a. Quality: Quality of the building product submitted; life expectancy of materials and warranties on major building components.

- b. Vendor History: The quality and performance of the vendor as evidenced by references of current and/or former clients being. Responses will be evaluated based upon quality of the reference, success of client experiences, and relevancy of reference to this project. The Firm's history and stability will also be taken into consideration, including its financial stability.
- c. Costs: Competitiveness of proposed fee, although the Town is not bound to select the respondent who bid the lowest fees for services, the Town reserves the right to negotiate fees with the selected respondent.

## **IX. BID SUBMISSION INSTRUCTIONS**

### **Submittal Letter:**

Respondents shall submit a cover letter, addressed to Thomas J. Roy, P.E., Public Works Director, which provides an overview of the respondent's bid, as well as the name, title, fax number, email address and phone number of the person to whom the Town may direct questions concerning the bid. The letter should also include a statement by the respondent accepting all terms and conditions contained in this request, signed by an officer or other individual with authority to bind the firm.

### **Product Description:**

Outline of the proposed building that would be provided to the Town of Simsbury to meet the requirements of the specification contained in this Invitation To Bid. Schematic drawings, material literature, photos and warranty information.

### **Schedule:**

A detailed description of how the Respondent would meet the requirements of the scope of services and provide the Town with a fully functional Salt Storage Facility – Assume a notice-to-proceed date of June 22, 2015.

### **Fee:**

A statement of the lump sum fee and payment schedule shall be submitted in a letter format. The fee shall include all materials and supplies. The Town is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee. The Town reserves the right to negotiate fees and payment schedules with the selected respondent.

### **References:**

Three (3) references shall be provided in the bid. Each reference shall contain an appropriate contact name, title and phone number along with a description of the project (maxim one page per reference).

**Warranty:**

Provide a one page summary of all appropriate warranties – Minimum warranties of 50 years on frame and 10 years on fabric/membrane

## ATTACHMENT A

### INSURANCE REQUIREMENTS:

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$1,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$1,000,000
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$1,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$1,000,000

Insurance under B, and C above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the

Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

**ATTACHMENT B**

**Town of Simsbury Code of Ethics**  
**following pages**



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

*Thomas E. Vincent, First Selectman*

## Chapter 13, ETHICS, CODE OF

[HISTORY: Originally adopted by the Board of Selectmen of the Town of Simsbury 9-14-1988.  
Revised on September 10, 2001.]

### Chapter 13-1. Legislative Intent.

The proper operation of government requires that public officials and public employees be independent, impartial and responsible to the people; that governmental decisions and policies be made free from undue influence and in the proper channels of governmental structure; that governmental office and employment not be used for unauthorized personal gain; that governmental officials and employees strive to avoid even the appearance of impropriety; and that the public have confidence in the integrity of its government. The purpose of this Code of Ethics is to set forth standards of ethical conduct to guide officials and employees of the Town of Simsbury in the conduct of their public responsibilities and to develop and maintain a tradition of responsible and effective public service. In recognition of these goals, this Code of Ethics is established pursuant to authority granted to the Town by Connecticut General Statutes §7-148h.

### Chapter 13-2. Board of Ethics.

- A. Establishment. As authorized by §702 and §715 of the Charter of the Town of Simsbury and §7-148h of the Connecticut General Statutes, the Board of Selectmen shall appoint a Board of Ethics consisting of six members, two of whom shall be registered Republicans, two of whom shall be registered Democrats and two of whom shall be unaffiliated voters. The members of the Board shall serve four-year terms, except that at the first appointment by the Board of Selectmen, one Republican, one Democrat and one unaffiliated voter shall be appointed for two-year terms, with the remaining members appointed for four-year terms. Biennially, thereafter, the Board of Selectmen shall appoint in the manner provided in the Charter of the Town of Simsbury.
- B. Organization and Procedure. The Board shall elect a Chairman and Vice Chairman/ Secretary and shall establish its own rules and procedures, which shall be available to any elector of the town upon request to the Board. The first rules and procedures shall be established within six months of the date this chapter becomes effective. The need to maintain confidentiality in order to protect the privacy of public officials, employees and consultants shall be considered when establishing the rules and procedures. It shall keep records of its meetings and shall hold meetings at the call of the Chairman and at such other times as it may determine.

C. Powers and Duties.

- (1) The Board shall render advisory opinions with respect to the applicability of the Code of Ethics to specific situations to any agency or any official, employee or consultant pursuant to a written request or upon its own initiative. The Board may also issue guidelines. Such opinions and guidelines, until amended or revoked, shall be binding on the Board and reliance upon them in good faith is an absolute defense in any action brought under the provisions of this chapter or under Section 1103 of the Town Charter. Any request or opinion, the disclosure of which invades the personal privacy of any individual [as that term is used in Connecticut General Statutes §1-19(b)(2) by the Connecticut Freedom of Information Commission and the courts], shall be kept confidential in a personnel or similar file and shall not be subject to public inspection or disclosure. The Board may make available to the public any advisory opinions that do not invade an individual's privacy and may take other appropriate steps in an effort to increase public awareness of this Code of Ethics.
- (2) The Board shall establish procedures by which the public may initiate complaints alleging a violation of this Code of Ethics. The Board itself may also initiate such a complaint. The Board shall have the power to hold hearings concerning the application of this code and its violation and may administer oaths and compel the attendance of witnesses by subpoena. As required by §7-148h (a) of the Connecticut General Statutes, the provisions of §1-82(a) through (e) of the Connecticut General Statutes shall apply to all investigations and hearings held under this ordinance. If the Board determines that there is probable cause it shall continue the investigation and hold such further hearings as may be necessary, and if the Board determines that the respondent has, in fact, violated the provisions of this code, it shall file a memorandum of decision with a recommendation for appropriate action with the Board of Selectmen, except with respect to individuals under the jurisdiction of the Board of Education, in which cases the memorandum of decision shall be filed with the Board of Education. In the case of a consultant, it shall also be filed with the contracting agency. The recommended action may include private reprimand, public censure, a fine not to exceed \$100 or other such action as the Board of Selectmen or Board of Education may deem appropriate in accordance with their respective responsibilities under the law provided that in the case of union employees, such recommended action does not constitute a unilateral change in conditions of employment. No such recommendation shall limit the authority of the Board of Selectmen or the Board of Education under the Charter of the Town of Simsbury or under any ordinance, statute or any other law, and the actions hereunder shall be supplemental to any authority the Board of Selectmen or Board of Education has under any ordinance, statute or any other law. Any discussion by the Board of Selectmen, Board of Education or contracting agency of an individual affected by said memorandum of decision shall be in executive session, unless the individual affected requests that such discussion be held in open session.

**Chapter 13-3. Definitions.**

For the purpose of this chapter, the following terms shall have the indicated meanings:

- A. "Agency" means all boards, commissions, authorities and committees of the Town of Simsbury, including the Board of Education but not including a Town Meeting.
- B. "Official" includes all persons who are members of a Town agency.
- C. "Employee" includes all persons, including but not limited to officers and supervisors, employed by the Town and encompasses all persons, including but not limited to officers and supervisors, employed by the Board of Education.
- D. "Consultant" means any independent contractor or professional person or firm that is engaged by and receives compensation from any agency for the purpose of providing scientific, technical or other specialized opinion to such agency and is in a position to influence any decision of an agency, official or employee.
- E. "Financial Interest" means any interest that: (1) has a monetary value of \$100.00 or more or generates a financial gain or loss of \$100.00 or more in a calendar year; and (2) is not common to the other citizens of the Town. An individual's "financial interests" shall include the financial interests of all members of his/ her family who reside in his/ her household but shall not include any duly authorized compensation from the Town.

- F. "Beneficial Interest" means any non-financial interest or special treatment that is not common to other citizens of the Town. An individual's "beneficial interests" shall include the "beneficial interests" of all members of his/her family who reside in his/her household.
- G. "Confidential Information" means information, whether transmitted orally or in writing, that is obtained by an official or employee by reason of his/ her public position and is of such nature that, at the time of transmission, it is not a matter of public record.
- H. Immediate Family means a member of a person's family who resides in the person's household.

#### **Chapter 13-4. Consultants.**

This Code of Ethics shall be incorporated into all contracts entered into by an agency and a consultant.

Persons or firms who are engaged by and receive compensation from other entities, such as the state or federal government, and who are in a position to influence any decision of an agency, official or employee shall be guided by this Code of Ethics, and the Board of Ethics, upon complaint or its own motion, may make recommendations to the entity employing such persons.

#### **Chapter 13-5. Confidential Information.**

Except as otherwise required by law, no official, employee or consultant shall disclose, without proper authorization, confidential information, nor shall he/ she use such information to advance his/her financial or beneficial interests or the financial or beneficial interests of others. This section shall not be used to restrict the release of information that is properly available to the public.

#### **Chapter 13-6. Use of Influence.**

No official, employee or consultant may inappropriately use his/ her position to seek, demand, or influence a financial interest or a beneficial interest in his/ her favor or in favor of any other person or entity.

#### **Chapter 13-7. Gifts and Favors.**

No official, employee or consultant or any member of his/her immediate family nor any agency, employee organization or group of employees shall solicit or accept any valuable gift, whether in the form of a service, a loan at a less than a commercially reasonable rate, a material thing or a promise, from any person or entity who or which is interested directly or indirectly in any business transactions or pending matters that are within the purview of such prospective recipient's official responsibilities. No official or employee shall accept any special favor, treatment, consideration or advantage beyond that which is generally available to citizens of the Town from any person who, to the official or employee's knowledge, is interested directly or indirectly in any business transactions or pending matters that are within his/ her official responsibilities. For purposes of this section, pending matters include, but are not limited to, applications to agencies, bids for work to be performed, applications for employment and bids for the furnishing of supplies, equipment or other items.

The Board of Ethics shall formulate guidelines for delineating gifts and favors deemed not to be of value in order to avoid de minimus situations. Such guidelines shall become effective upon adoption by the Board of Selectmen.

This section shall not apply to a political contribution otherwise reported as required by law.

#### **Chapter 13-8. Equal Treatment.**

Without proper authorization, no official, employee or consultant shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.



## **Chapter 13-9. Conflict of Interest.**

An official or employee or consultant has a conflict of interest when he/she engages in or participates in any transaction, including private employment and the rendering of private services, that is incompatible with the proper discharge of his/her official responsibilities in the public interest or would tend to impair his/her independent judgment or action in the performance of his official responsibilities.

An official or employee or consultant has a financial interest or beneficial interest that is incompatible with the proper discharge of his/her official responsibilities in the public interest if he/ she has reason to believe or expect that he/she will derive such interest by reason of his/her performance of his/her official responsibilities.

An official or employee or consultant does not have a financial or beneficial interest that is incompatible with the proper discharge of his/her official responsibilities in the public interest if any such interest accrues to him/her as a member of a business, profession, occupation or group to no greater extent than it accrues to any other member of the business, profession, occupation or group that he/she represents. This does not relieve an individual from his/her obligation to refrain from voting on any matter that would directly benefit his/her business, profession, occupation, group or immediate family as required by Section 13-10 of this Code of Ethics, Section 1103 of the Charter of the Town of Simsbury and General Statutes §7-148h(b).

## **Chapter 13-10. Disclosure.**

- A. Any official, employee or consultant who has a financial or beneficial interest, direct or indirect, in any contract, transaction or decision within the purview of his/her official responsibilities shall disclose that interest in writing to the Board of Selectmen. Such disclosure also shall be provided, in the case of an official, to the agency of which the official is a member, and, in the case of an employee or consultant, to the agency by which he/she is employed or has been retained. Such disclosure shall disqualify the official, employee or consultant from participation in the matter, and violation of this section shall be grounds for removal by the appropriate agency in accordance with applicable law.
- B. No official or employee or consultant shall appear on behalf of any private person or party before any agency in connection with any cause, proceeding, application or other matter in which he/ she has a financial or beneficial interest without first disclosing such interest to the agency, which shall record such disclosure in the record of the agency's proceeding. The Secretary or Clerk of said agency shall notify the First Selectman and, in the case of an official or employee of the Board of Education, the Chairman of the Board of Education, and the Chairman of the Board of Ethics in writing of such disclosure within three business days.

## **Chapter 13-11. Incompatible Employment and Activities.**

- A. No official or employee shall engage in or accept private employment or render services for private interest when the employment or services: (1) are incompatible with the proper discharge of his/her official duties; or (2) would tend to impair his/her independence of judgment or action in the performance of his official duty. No consultant shall engage in employment or render services for interests other than the Town when such employment or services: (1) are incompatible with the proper discharge of his/her consulting duties; or (2) would tend to impair the independence of his/her judgment or action on the matter for which he has been engaged by the Town.
- B. No former official, employee or consultant shall appear on behalf of any private person or other entity before any agency with which he/she previously was employed or affiliated for a period of one year after the termination of his/her public service or employment. Such an individual may be relieved of his/her duty to refrain from such appearance upon written application to the Board of Ethics, which Board shall review the written application and relevant facts.
- C. No former official, employee or consultant shall appear on behalf of any private person or other entity before any agency in regard to a matter in which he/she previously participated in the course of his/her official responsibilities for a period of one year after the termination of his/her public service or employment. Such an individual may be relieved of his/her duty to refrain from such appearance upon written application to the Board of Ethics, which Board shall review the written application and relevant facts.

- D. Subsections B, C and D of this section shall not prohibit any current or former official, employee or consultant from appearing before any agency on his/her own behalf or on behalf of members of his/her family living in his/her household. To avoid the appearance of impropriety, officials are strongly discouraged from recusing themselves and appearing before their own agency unless extenuating circumstances exist. When in doubt, an official should seek an opinion from the Board of Ethics prior to appearing before his/her own agency.
- E. An official should not appear before, or participate in the proceeding of, another agency in violation of Connecticut General Statutes §8-11 or §8-21 or any other provision of the General Statutes.
- F. To avoid even the appearance of impropriety, an official not otherwise prohibited shall exercise care when appearing before other agencies and shall disclose whether he/she is appearing in his/her official capacity or as a private citizen.

#### **Chapter 13-12. Acknowledgment Form.**

- A. Every official shall sign and file with the Board of Selectmen an acknowledgement form, supplied by the First Selectman, indicating his/her awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury on or before being sworn into office and again thereafter in January of each even numbered year. The Board of Selectmen shall adopt and implement a procedure for monitoring compliance with the aforesaid filing requirement.
- B. Every consultant shall sign and file with agency by which he/she is retained an acknowledgment form, supplied by the First Selectman, indicating his/her awareness of the provisions of this Code of Ethics, the guidelines thereunder and Section 1103 of the Charter of the Town of Simsbury on or before being retained by an agency. The Board of Selectmen shall adopt and implement a procedure for monitoring compliance with the aforesaid filing requirement.
- C. The Board of Selectmen shall adopt and the First Selectman shall implement a plan for making all employees, other than persons who are employed by the Board of Education, aware of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury. The plan adopted by the Board of Selectmen shall contain a provision requiring that department heads review such provisions with all such employees at an interval to be determined by the Board of Selectmen. The plan shall be completed within 120 days after the adoption of this Code of Ethics, and a copy of the plan shall be filed with the Board of Ethics upon its adoption.

Every employee, other than persons employed by the Board of Education, shall execute an acknowledgment form, supplied by the First Selectman, indicating the employee's awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury as follows:

  1. New employees shall execute the form at the time of employment and thereafter in accordance with subparagraph 2 below.
  2. Current employees shall execute the form within 60 days after the adoption of the procedure set forth in paragraph C above and thereafter at intervals specified by the Board of Selectmen, but in no event shall such intervals be less frequent than a period of 2 years from the date of signing the last acknowledgement form.
- D. The Board of Education shall adopt and the Superintendent shall implement a plan for making all employees of the Board of Education aware of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury. The plan adopted by the Board of Education shall contain a provision requiring that department heads review such provisions with all employees at an interval to be determined by the Board of Education. The plan shall be completed within 120 days after the adoption of this Code of Ethics, and a copy of the plan shall be filed with the Board of Ethics upon its adoption. Every employee of the Board of Education, shall execute an acknowledgment form, supplied by the Superintendent, indicating the employee's awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury, as follows:

1. New employees shall execute the form at the time of employment and thereafter in accordance with subparagraph 2 below.
2. Current employees shall execute the form within 60 days after the adoption of the procedure set forth in Paragraph D above and thereafter at intervals specified by the Board of Education, but in no event shall such intervals be less frequent than a period of 2 years from the date of signing the last acknowledgement form.

**TOWN OF SIMSBURY**

**Acknowledgement Form  
and  
Charter Section 1103  
Code of the Town of Simsbury**

**ACKNOWLEDGEMENT FORM**

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST  
SECTION 1103**

**CONFLICTS OF INTEREST.** It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

**Town of Simsbury  
Board of Ethics**

**Guidelines for Gifts and Favors**

The following guidelines are issued to delineate gifts and favors deemed to be of no substantial value and permissible under the provisions of Section 13-3 of the Code of Ethics Ordinance for the Town of Simsbury:

1. The acceptance of a small gift, the denial of which would appear discourteous, provided the value of the gift does not exceed approximately \$50.00 from a single donor or \$100.00 per calendar year from a single donor, is permitted.
2. If a gift is received which is of such insignificant consequence that the cost of its return exceeds the value of the gratuity, it may be accepted.
3. Inexpensive advertising novelties, such as pens, calendars, and other items customarily distributed to both the public and private sector, may be accepted.
4. An occasional meal or entertainment event may be accepted if it is in the ordinary course of business, but under no circumstances shall a meal or other event be accepted if the value exceeds approximately \$50.00. Occasional means: infrequent, without regularity, and generally not to exceed six or eight occasions per year.
5. Any other offer for travel, meals or entertainment is prohibited by the ordinance unless:
  - (a) it is part of an event related to the Town's business in which the employee or public officials from other municipalities are also offered the same benefit;  
AND
  - (b) the event is approved in advance by the First Selectman in the case of Town officials and employees, or the Superintendent of Schools in the case of Board of Education officials and employees.

Any such approvals by the First Selectman or Superintendent of Schools which exceed \$50.00 in value shall be reported in writing to the Chair of the Board of Ethics within ten (10) business days following the date of approval giving a description of the event, the approximate dollar amount involved, and the reason for the approval.

6. Acceptance of a gift, meal, entertainment event or other gratuity from a family member of person having a close relationship who would ordinarily be giving or exchanging gifts for special occasions such as religious holidays, birthdays, birth or adoption of a child are allowed unless the donor has a matter pending where the recipient of the gift has decision making authority.

Approved by the Board of Selectmen on September 10, 2001

---