

TOWN OF SIMSBURY, CONNECTICUT

**BID SUBMITTAL PACKAGE  
FOR  
BLOOMFIELD-TARIFFVILLE  
MULTI-USE TRAIL CONNECTOR PROJECT  
SIMSBURY / BLOOMFIELD, CONNECTICUT**

**Town Bid # 22-01  
STATE PROJECT NO. L128-0001**

Issued: May 2022

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## BID FORM

### **Bloomfield-Tariffville Multi-Use Trail Connector, Town Bid #22-01 Simsbury/Bloomfield, Connecticut**

#### **ARTICLE 1 - Bid Submittal**

1.01 This Bid for the project identified above, and prepared in accordance with and pursuant to the Bid Documents for said project as issued by the Town of Simsbury, CT, is hereby submitted to said Town of Simsbury by the Bidder named in Article 4 hereof.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bid Documents to perform all Contract Work as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

#### **ARTICLE 2 - Bidder's Representations and Acknowledgements**

In submitting this Bid, the undersigned Bidder hereby represents and acknowledges:

2.01 The Bidder has examined and carefully studied all of the Bid Documents, as enumerated in the Bid Instructions and Information section of the Project Manual (aka the "Bid Instructions"), the other related data identified in the Bid Documents, and the following Addenda (please fill in as appropriate), receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2.02 The Bidder acknowledges that the Bid Documents represent the governing terms and conditions with respect to this Bid and any Contract that may arise herefrom. Bidder understands and accepts **all** of the terms and conditions of the Bid Documents, and its obligations and responsibilities thereunder with respect to this Bid in the event all or some portion of the Project Work is awarded to the Bidder, and acknowledges that any reiteration herein is only for emphasis.

2.03 The Bidder accepts all of the terms and conditions of the Bid Instructions, including without limitation those dealing with the disposition of Bid security and that this Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

2.04 In particular, the Bidder has prepared this Bid Proposal in accordance with the requirements of the Bid Instructions, and any applicable provisions of any Bid Addendum (which provisions are also considered part of the Bid Instructions); the Bidder has taken all of the actions and made all of the judgments and determinations for which it is responsible in accordance with the Bid Instructions, or as otherwise necessary for proper preparation of its Bid Proposal; and, the Bidder agrees to abide by all of the provisions of the Bid Instructions with respect to the Bid process.

2.05 The Bidder has obtained or viewed and carefully studied all information included in the Bid Documents and all additional or supplementary information made available or otherwise identified through the bidding process, or otherwise known and available to the Bidder, with regards to any examinations, investigations, explorations, tests, studies, or other data concerning existing conditions (at-, above-, or sub-surface and including [but not limited to] Underground Facilities) at or contiguous to the Site.

2.06 The Bidder has considered the information known to the Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

2.07 The Bidder has determined that 1) the information contained in the Bid Documents is generally sufficient to convey the intent of the Town with respect to the Project Work and the final product(s) contemplated to arise therefrom; 2) the drawings, specifications, and other such information included in the Bid Documents and otherwise ascertained by the Bidder provide sufficient information and detail to construct and complete the subject Project Work and facilities proposed therein for the function(s), appearance(s), quality, and other standards contemplated by the Bid Documents and the Town as presented thereby, and to a reasonable, high-quality standard as would be generally accepted and expected for such work and facilities; 3) the time set forth in the Bid Documents for the prosecution of the Project Work is reasonable and sufficient for the same and to meet the standards set forth in the Bid Documents; and, 4) the bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for such prosecution, construction, and completion.

2.08 The Bidder has given the Town written notice of any errors, conflicts, ambiguities, or discrepancies discovered in the Bid Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

2.09 The Bidder acknowledges that the Town reserves the rights set forth in Article 9 and Paragraphs 1.02, 14.05, 15.06, and 18.03 of the Bid Instructions, and otherwise set forth therein.

2.10 The Bidder acknowledges that the organization of the Bid, including [but not limited to] any itemization of the Bid, the selection of Bid Items therein, and any quantities represented therefor, is at the discretion of the Town and for the convenience of the Town in evaluating and comparing the submitted Bids and administering the Contract.

2.11 The Bidder has fully completed the Bidder Qualifications Statement in accordance with Paragraph 4.02 of the Bid Instructions and as otherwise appropriate based on the information requested therein.

2.12 The Bidder has clearly noted any exceptions, stipulations, substitutions, or conditions it may have to the Bid Documents in its submitted Bid Proposal; and, the Bidder understands that any or all of the same may render the submitted Bid to be considered as unresponsive by the Town and thereby be cause for rejection.

2.13 The submitted Bid Proposal is genuine and not made in the interest of or on behalf of any undisclosed party, and is not associated with any agreement or rules of any group, association, organization, or corporation not represented therein.

2.14 The Bidder has not participated in, or sought to participate in, in any manner, any collusion of any sort with respect to this Public Bid; and that the Bidder has promptly reported to the Town any attempt by any other party to involve it in collusion of any sort or to any degree with respect thereto. The Bidder has also complied with the provisions of Article 5 of the Bid Instructions with respect to any involvement in collusion with respect to this Bid by any prospective subcontractors, suppliers, and any other such entity as may have been involved in providing pricing information for, or to any other significant degree with, the preparation of this Bid.

2.15 With respect to this Itemized Bid, the Bidder acknowledges that:

a) Each Bid Unit Price amount submitted by the Bidder for a corresponding Bid Item includes, in the event the Bidder is awarded the Contract for the subject work, an amount considered by the Bidder to be adequate to cover the Bidder's overhead and profit associated with the subject Bid Item;

b) Each Bid Unit Price amount submitted by the Bidder for a corresponding Bid Item includes, in the event the Bidder is awarded the Contract for the subject work, an amount considered by the Bidder to be adequate to cover incidentals to the subject Bid Item, which incidentals are not otherwise covered by or included in the price bid for another bid item, as may be warranted or necessary to perform the subject work or otherwise complete the subject Bid Item in strict conformance with and as required by the Drawings, Specifications, and all other Bid Documents, and for the use (or uses) and appearance intended by the Owner;

c) The estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids;

d) The "Bid Unit Total Price" for each Bid Item and the "Total Bid Price", though required to be completed as part of the Bid, are requested by the Owner and provided by the Bidder solely as a convenience;

e) The Bid price for each item will be determined based on the product of the "Estimated Quantity" multiplied by the "Bid Unit Price" corresponding to the subject Bid Item, and the total Bid price for the subject Bid will be determined by the sum of the individual Bid prices so determined;

f) Final payment for all unit price Bid Items will be based on actual quantities completed; and,

g) Any changes in the Project scope shall be mutually agreed upon by the Owner and the successful Bidder. Should the Project scope be increased due to events and/or conditions not under the control and/or responsibility of the successful Bidder and not anticipated and/or evident in the Bid Documents and/or at the time of the Bid, then any additional work required will be paid for as extra work through a Change Order as set forth in the Bid Documents. Should the Project scope be decreased, an equitable credit, mutually agreed upon and determined by the best suitable means, will be taken by the Town and established through a Change Order.

### **ARTICLE 3 - Time of Completion**

3.01 The Bidder agrees that the Work will be substantially complete within the number of calendar days indicated in Paragraph 1.08 of the Bid Instructions.

3.02 The Bidder accepts the provisions for liquidated damages as set forth in Paragraph 1.09 of the Bid Instructions.

### **ARTICLE 4 - Attachments to this Bid**

4.01 Fully completed Bidder Qualifications Statement with appropriate attachments.

4.02 Required Bid security.

**ARTICLE 5 - Basis of Bid:**

**Bloomfield-Tariffville Multi-Use Trail Connector  
Town Bid # 22-01**

The following table(s), upon completion, establish(es) the Bid Unit Price for each Bid Item included in the Bid. Bidder shall supply a Bid Unit Price, at determined in its careful Bid preparation, in numerals and in units of US Dollars rounded to the nearest \$ 0.10 (ten cents), under the proper column for each Bid Item listed for the Base Bid, and shall calculate [as Estimated Quantity x Bid Unit Price] the Bid Unit Total Price and supply the same, in numerals and units of US Dollars, in the proper column for each Bid Item. Bidder shall also calculate [as the sum of the Bid Unit Total Prices] the Total Bid Price and supply the same, in numerals and units of US Dollars, in the appropriate location below. Bidder shall repeat this process for any Bid Alternates included. Bid Unit Prices must be given for each and every Bid Item in the Base Bid; supplying Bid prices for any Bid Alternates is optional.

ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNITS	EST. QTY.	BID UNIT PRICE	BID UNIT TOTAL PRICE
1	0201001A	CLEARING AND GRUBBING	LS	1	\$	\$
2	0202000	EARTH EXCAVATION	CY	3510	\$	\$
3	0202100	ROCK EXCAVATION	CY	100	\$	\$
4	0202300A	DISPOSAL/RESTORATION FOR ROCK SLOPE SCALING	LS	1	\$	\$
5	0202513	REMOVAL OF CONCRETE SIDEWALK	SY	100	\$	\$
6	0202529	CUT BITUMINOUS CONCRETE PAVEMENT	LF	4160	\$	\$
7	0206000	DITCH EXCAVATION - EARTH	CY	1410	\$	\$
8	0206101	ROCK IN DITCH EXCAVATION	CY	950	\$	\$
9	020700	BORROW	CY	2250	\$	\$
10	0209001	FORMATION OF SUBGRADE	SY	5380	\$	\$
11	0211000	ANTI-TRACKING PAD	SY	550	\$	\$
12	0212000	SUBBASE	CY	170	\$	\$
13	0219001	SEDIMENTATION CONTROL SYSTEM	LF	4570	\$	\$



ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNITS	EST. QTY.	BID UNIT PRICE	BID UNIT TOTAL PRICE
14	0219011A	SEDIMENT CONTROL SYSTEM AT CATCH BASIN	EA	24	\$	\$
15	028600.10	ROCK IN DRAINAGE TRENCH EXCAVATION 0'-10' DEEP	CY	105	\$	\$
16	0304002	PROCESSED AGGREGATE BASE	CY	990	\$	\$
17	0406170	HMA S1	TON	25	\$	\$
18	0406171	HMA S0.50	TON	450	\$	\$
19	0406172	HMA S0.375	TON	460	\$	\$
20	0406173	HMA S0.25	TON	380	\$	\$
21	0406236	MATERIAL FOR TACK COAT	GAL	370	\$	\$
22	0409001	FINE MILLING OF BITUMINOUS CONCRETE (0" TO 4")	SY	895	\$	\$
23	0406999A	ASPHALT ADJUSTMENT COST	EST	1	\$7,200.00	\$7,200.00
24	0506001	CONCRETE FOR STEPS AND COPINGS	CY	60	\$	\$
25	0586001.10	TYPE 'C' CATCH BASIN - 0'-10' DEEP	EA	8	\$	\$
26	0586040.10	TYPE "C-L" CATCH BASIN - 0' - 10' DEEP	EA	5	\$	\$

ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNITS	EST. QTY.	BID UNIT PRICE	BID UNIT TOTAL PRICE
27	0586500.10	MANHOLE - 0'-10' DEEP	EA	1	\$	\$
28	0586601	RESET TYPE "C" CATCH BASIN	EA	3	\$	\$
29	0586701	CONVERT CATCH BASIN TO TYPE "C-L" CATCH BASIN	EA	2	\$	\$
30	0586703	CONVERT CATCH BASIN TO MANHOLE	EA	10	\$	\$
31	0601445A	EMBANKMENT WALL (SITE NO. 1)	LS	1	\$	\$
32	0686000.12	12" R.C. PIPE - 0'-10' DEEP	LF	60	\$	\$
33	0686000.15	15" R.C. PIPE - 0'-10' DEEP	LF	358	\$	\$
34	0703012	MODIFIED RIPRAP	CY	60	\$	\$
35	0728009	2" CRUSHED STONE	CY	30	\$	\$
36	0811001	CONCRETE CURBING	LF	110	\$	\$
37	0815001	BITUMINOUS CONCRETE LIP CURBING	LF	5146	\$	\$
38	0906201A	ROCKFALL BARRIER	LF	360	\$	\$
39	0912518	REMOVE AND RESET METAL BEAM RAIL	LF	720	\$	\$

ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNITS	EST. QTY.	BID UNIT PRICE	BID UNIT TOTAL PRICE
40	0913003	4' POLYVINYL CHLORIDE CHAIN LINK FENCE	LF	290	\$	\$
41	0921001	CONCRETE SIDEWALK -5"	SF	3370	\$	\$
42	0921005	CONCRETE SIDEWALK RAMP	SF	250	\$	\$
43	0921048	DETECTABLE WARNING SURFACE	SF	188	\$	\$
44	0944000	FURNISHING AND PLACING TOPSOIL	SY	9920	\$	\$
45	0947207A	BICYCLE STAND	EA	3	\$	\$
46	0949000	WOOD CHIP MULCH	SY	1880	\$	\$
47	0949001A	WEED BARRIER FABRIC	SY	1880	\$	\$
48	0949012	HEMEROCALLIS 'ROSY RETURNS' - DAYLILY 12"-24" HT. C.G.	EA	520	\$	\$
49	0949161	ILEX GLABRA "COMPACTA" COMPACT INKBERRY 36"- 48" HT. B.B.	EA	130	\$	\$
50	0949565	CALMAGROSTIS X ACUTIFOLIA 'KARL FOERSTER' - KARL FOERSTER FEATHER REED GRASS 36" -72" HT. C.G.	EA	260	\$	\$
51	0950005A	TURF ESTABLISHMENT	SY	8050	\$	\$
52	0950013	EROSION CONTROL MATTING	SY	1702	\$	\$

ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNITS	EST. QTY.	BID UNIT PRICE	BID UNIT TOTAL PRICE
53	0950023A	LANDSCAPE EDGING	LF	4260	\$	\$
54	0969062A	CONSTRUCTION FIELD OFFICE, MEDIUM	MO	8	\$	\$
55	0970006	TRAFFICPERSON (TOWN POLICE OFFICER)	EST	1	\$145,000.00	\$145,000.00
56	0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$	\$
57	0975004	MOBILIZATION AND PROJECT CLOSEOUT	LS	1	\$	\$
58	0980020	CONSTRUCTION SURVEYING	LS	1	\$	\$
59	1001001	TRENCHING AND BACKFILLING	LF	215	\$	\$
60	1002203	TRAFFIC CONTROL FOUNDATION - PEDESTAL - TYPE I	EA	4	\$	\$
61	1002291A	MODIFICATION OF TRAFFIC CONTROL FOUNDATION	EA	1	\$	\$
62	1008115	2" RIGID METAL CONDUIT IN TRENCH	LF	215	\$	\$
63	1008908A	CLEAN EXISTING CONDUIT	LF	70	\$	\$
64	1010001	CONCRETE HANDHOLE	EA	3	\$	\$
65	1010060A	CLEAN EXISTING CONCRETE HANDHOLE	EA	1	\$	\$

ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNITS	EST. QTY.	BID UNIT PRICE	BID UNIT TOTAL PRICE
66	1102002	8' ALUMINUM PEDESTAL	EA	4	\$	\$
67	1105180A	1 WAY, 1 SECTION BI-COLORED ARROW	EA	1	\$	\$
68	1106003A	1 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED	EA	4	\$	\$
69	1107011A	ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR (TYPE A)	EA	4	\$	\$
70	1108163A	MODIFY EXISTING CONTROLLER	EA	1	\$	\$
71	1111201A	TEMPORARY DETECTION (SITE NO. 1)	LS	1	\$	\$
72	1111401A	LOOP VEHICLE DETECTOR	EA	7	\$	\$
73	1111451A	LOOP DETECTOR SAW CUT	LF	375	\$	\$
74	1113050	2 CONDUCTOR NO. 14 CABLE	LF	620	\$	\$
75	1113102	5 CONDUCTOR NO. 14 CABLE	LF	70	\$	\$
76	1113103	7 CONDUCTOR NO. 14 CABLE	LF	520	\$	\$
77	1113104	9 CONDUCTOR NO. 14 CABLE	LF	120	\$	\$
78	1118012A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT	LS	1	\$	\$

ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNITS	EST. QTY.	BID UNIT PRICE	BID UNIT TOTAL PRICE
79	1118051A	TEMPORARY SIGNALIZATION (SITE NO. 1)	LS	1	\$	\$
80	1206013	REMOVAL OF EXISTING SIGNING	LS	1	\$	\$
81	1206092A	RESET SIGN	EA	18	\$	\$
82	1208931A	SIGN FACE - SHEET ALUMINUM-TYPE IX RETROREFLECTIVE SHEETING	SF	255	\$	\$
83	1208938A	PROJECT SIGN	EA	2	\$	\$
84	1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	LF	8190	\$	\$
85	1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	LF	7950	\$	\$
86	1210104	8" WHITE EPOXY RESIN PAVEMENT MARKINGS	LF	100	\$	\$
87	1210105	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS	SF	1130	\$	\$
88	121101	REMOVAL OF PAVEMENT MARKINGS	SF	5175	\$	\$
89	1212001	TEMPOARY PLASTIC PAVEMENT MARING TAPE-4" YELLOW	LF	9640	\$	\$
90	1403501A	RESET MANHOLE (SANITARY SEWER)	EA	1	\$	\$

**TOTAL BID PRICE** \$ \_\_\_\_\_

<b>Bid Unit Abbreviations</b> (As used in the preceding Bid table(s) and throughout the Project)		
LS – Lump Sum	LF – Linear Feet	CY – Cubic Yards
EA - Each	SF – Square Feet	Mo - Months
Gal – Gallons	SY – Square Yards	Est – Estimated Cost

**ARTICLE 6 – SIGNATURE PAGE**

6.01 This Bid is submitted on behalf of: (note – copy page as necessary to accommodate all signers.)

Entity Name: \_\_\_\_\_ (SEAL  
HERE)

Entity Type (as registered): \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Signed on (date): \_\_\_\_\_  
(write out – do not abbreviate)

By: \_\_\_\_\_  
(Signature of authorized individual – attach evidence of authority to sign for Bidder)

Name: \_\_\_\_\_  
(Typed or printed)

Title: \_\_\_\_\_

(Note: the above signature must be notarized below)

**NOTARY'S CERTIFICATE:**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn,

deposes and says that he/she is \_\_\_\_\_ of

\_\_\_\_\_, and that

he/she understands and hereby makes the representations and acknowledgements contained herein on behalf of, and that, to the best of his/her knowledge, the Bid Prices included herein represent those determined through the careful Bid preparation by, the Entity named above.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## **BIDDER QUALIFICATION STATEMENT**

Bloomfield-Tariffville Multi-Use Trail Connector, Town Bid #22-01  
Simsbury/Bloomfield, Connecticut

### **INSTRUCTIONS:**

1. All questions must be answered and requests fulfilled, and the data given must be clear and comprehensive; respond with “none” as applicable or where a request or question does not apply.
2. Additional sheets, to be attached to this statement, shall be used to provide list information, explanation information, or any other such information that includes multiple line or item responses, or as otherwise is necessary or makes sense. The number and text of the relevant question/request is to be repeated prior to the subject response on any additional sheet. It is requested that only total responses be included on additional sheets; please refrain from starting a response on the supplied form and completing it on an additional sheet. Appropriate portions of Federal, State, or other standard forms may be used, providing that all requested information is accounted for in such form.
3. The Bidder may submit any additional information as may be determined thereby to provide a better understanding of its qualifications or as otherwise desired thereby.
4. In the appropriate locations at the end hereof, the Statement must be signed by a responsible person authorized to execute such document for the subject Bidder, and under whose direction the Statement was prepared; and the subject signature shall be appropriately notarized.
5. “Parent company”, and any derivatives thereof, shall mean not only a party or entity that holds a direct controlling interest in the Bidder, but any and all parties or entities that are above the applicant in a chain of control or ownership.
6. Requests, not to exceed 25% for any response, not to contact the owner of a previous or current project, if accompanied by an adequate, in the opinion of the Purchasing Agent, explanation therefore, will be honored to the degree that the same does not interfere with the Town’s ability to make an adequate determination of a Bidder’s qualifications.
7. Where a qualification statement is requested for a subcontractor, then this form, blank, may be copied, or a blank electronic version used, and filled out in accordance with these instructions by the subcontractor. In such case, all references to “Bidder” shall mean and be interpreted as, “Subcontractor”.
8. Confidentiality: All information submitted as part of a Bidder’s Qualification Statement is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder’s responses may contain financial, trade secret or other data that it claims should not be public (the “Confidential Information”). Bidders must identify specifically in the pages and portions of its bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Bidder complies with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure of such Confidential Information.

**BIDDER QUALIFICATIONS STATEMENT**  
Bloomfield-Tariffville Multi-Use Trail Connector, Town Bid #22-01  
Simsbury/Bloomfield, Connecticut

**REQUESTS AND RESPONSES:**

9. Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Email Address: \_\_\_\_\_

10. Type of business organization (as registered), State and date of registration:

\_\_\_\_\_

11. No. of years in business under present name: \_\_\_\_\_ (Please list any previous names.)

12. List the names and business addresses of any parent companies, subsidiaries, or affiliates of you organization.

13. List the primary types of work your business is engaged in – be specific and detailed. (e.g. don't just respond "construction"; list the various types of construction.)

14. List the names, titles, and detailed addresses of your organizations officials or employees, or their spouses that have an ownership interest or other financial involvement in your organization. In addition, list the names and detailed addresses of all others, individual or entity, that have an ownership interest in your organization of 5% or greater.

15. List the names of any person or entity listed in response to #14 above, and all applicable cases thereto, that has a 5% or greater ownership, other significant financial involvement, or is an employee, officer, or director for or with any other construction-related entity, (including, but not limited to, construction firms, consultants, sureties, manufacturers, or suppliers.) Include the name, address, and manner of involvement for any such other entity.

16. Has your organization, a parent company, or a subsidiary or affiliate of your organization ever failed to complete any work awarded to you? \_\_\_\_\_ (If "yes", explain all instances and include all project information [as requested in #21 below] for each relevant project.)

17. Has your organization a parent company, or a subsidiary or affiliate of your organization ever been barred or suspended from bidding, been denied the award of a contract, or had a contract prematurely terminated, for any reason, by any Federal, State, or Municipal entity in any jurisdiction? \_\_\_\_\_ (Explain all instances, if 'yes', and include the name of the jurisdiction, agency, and project involved as well as the time frame.)
18. Within the last 5 years, has any officer or partner in your organization been an officer or partner in any organization that has failed to complete any awarded work? \_\_\_\_\_ (Explain all instances, if 'yes'.)
19. Have any liens or lawsuits of any kind been filed against your organization, officer and/or partner in association with any of your contracts or work? \_\_\_\_\_ (Explain all instances if 'yes'.)
20. List the surety companies that have bonded you in the last 5 years, including the type of work and amount of bond.
21. List the significant projects that your organization has completed in the last 5 years, including owner, owner contact name and title, type of work, amount of your contract, date started, and date completed.
22. List all of the current contracts that your organization is currently performing or for which you are under contract but have yet to commence work, including owner, owner contact name and title, type of work, amount of your contract, status, actual or anticipated start date, and anticipated date of completion.
23. List the equipment owned, or anticipated to be acquired via purchase or rental, by your organization or anticipated subcontractors that are anticipated to be available for use on this Contract. Include the ownership status, (e.g. Bidder, subcontractor, rental, to be purchased, etc.), type (including purpose, size, and significant features, as appropriate), make, model, and age.
24. List the names and relevant experience, including years engaged, of principal members of your organization and supervisors and other key personnel anticipated to be involved in this Project. Be specific and detailed.
25. Provide at least three trade references that are familiar with the type of work performed and the character of your organization. Provide name, title, name and location of organization, nature and length of relationship, contact phone numbers and email address. You may use persons or organizations listed previously.
26. Appropriately date and sign, duly notarized, this Statement on the following page.

**BIDDER QUALIFICATIONS STATEMENT**

Bloomfield-Tariffville Multi-Use Trail Connector, Town Bid #22-01  
Simsbury/Bloomfield, Connecticut

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

***Bidder's Official Name and Address:***

By: \_\_\_\_\_,  
Name:

Title: \_\_\_\_\_

\_\_\_\_\_  
(**Note:** the above signature must be notarized below)

**NOTARY'S CERTIFICATE:**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn,  
deposes and says that he/she is \_\_\_\_\_ of  
\_\_\_\_\_, and that the  
answers to the foregoing questions and all statements therein are true and correct.  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## TOWN OF SIMSBURY, CONNECTICUT

### BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

#### IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

#### IF A CORPORATION:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # \_\_\_\_\_

Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

State in which Legally Organized

\_\_\_\_\_

State Business ID #

\_\_\_\_\_

Current Manager(s) and Members

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A PARTNERSHIP:**

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # (if applicable) \_\_\_\_\_

Current Partners

_____	_____
Name & Title (if any)	Address

_____	_____
Name & Title (if any)	Address

_____	_____
Name & Title (if any)	Address

_____	_____
Name & Title (if any)	Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

---

Bidder's Full Legal Name

---

(print)

Name and Title of Bidder's Authorized Representative

---

(signature)

Bidder's Representative, Duly Authorized

---

Date

**END OF LEGAL STATUS DISCLOSURE FORM**



**TOWN OF SIMSBURY**

**BIDDER'S NON-COLLUSION AFFIDAVIT**

**BID NO. 22-01**

**State Project No. L128-001**

**Bloomfield-Tariffville Multi-Use Trail Connector**

**Simsbury, Connecticut**

The undersigned bidder, having fully informed himself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Simsbury is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Simsbury to consider its bid and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
(signature)

Bidder's Representative, Duly Authorized

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Title of Bidder's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(Acknowledgement if a Corporation)

State of Connecticut     )  
  )     ss:  
County of \_\_\_\_\_     )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed her/his name thereto by like order.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

-----  
(Acknowledgement of a Partnership)

State of Connecticut     )  
  )     ss:  
County of Hartford     )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be a partner of the partnership described in and which executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for a free act of said partnership.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

-----  
(Acknowledgement of a Proprietorship)

State of Connecticut       )  
  )     ss:  
County of Hartford        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and appeared  
\_\_\_\_\_ to me known, and known to me to be the person described in and who  
executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act  
and deed.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

1613-15-10-f1319-spec 0205 Non Collision Affidavit

(Seal)



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## Hold-Harmless and Indemnification Agreement

The Contractor shall fully indemnify, defend and hold harmless the Town of Simsbury and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the Town of Simsbury or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

1. actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
2. liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
3. all damages losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The Contractor hereby covenants and agrees that the Town of Simsbury shall be endorsed on the Contractor's policies of insurance as additional insured.

The Contractor hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as defined on Exhibit A attached hereto containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town of Simsbury or any of its officers, employees, agents, servants and volunteers.

The Contractor hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town/City and/or Board of Education is excess.

The Contractor's insurance carrier will waive all rights of subrogation against the Town/City and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers.

The Contractor hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

---

Contractor Authorized Representative

---

Date

Telephone (860) 658-3200  
Facsimile (860) 658-9467

[www.simsbury-ct.gov](http://www.simsbury-ct.gov)

*An Equal Opportunity Employer*  
8:30 - 7:00 Monday  
8:30 - 4:30 Tuesday through Friday

**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

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# 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.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes___ No___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes___ No___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes___ No___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes___ No___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes___ No___	9. Does your company have a mandatory retirement age for all employees? Yes___ No___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes___ No___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes___ No___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes___ No___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____



1. Will the work of this contract include subcontractors or suppliers?    Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes\_\_ No\_\_

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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