

TOWN OF SIMSBURY

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

REQUEST FOR PROPOSALS

FOR

ELECTRIC VEHICLE CHARGING STATION

June 16, 2015

**Proposals Due
July 9, 2015**

Prepared By:

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

NOTICE TO PROPOSERS

The Town of Simsbury is seeking responses from qualified firms with experience in the design, planning, financing, construction, ownership and operation of Electric Vehicle Charging Stations to submit proposals for the design, construction, operation and maintenance of such facility to be located at the Simsbury Town Hall, 933 Hopmeadow Street in Simsbury, CT.

Sealed proposals marked "Electric Vehicle Charging Station" 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 10:00 a.m., July 9, 2015.

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

Each Respondent, by making their proposal, represents that they have read and understand the proposal documents. The Town reserves the right to reject any and all proposals 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 Request for Proposals 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 July 3, 2015. All responses will be made via addendum and posted to the Town's web page at least three days prior to the scheduled proposal due date.

PROJECT OVERVIEW

The Town of Simsbury is seeking responses from qualified firms with experience in the design, planning, financing, construction, ownership and operation of Electric Vehicle Charging Stations to submit proposals for the design, construction, operation and maintenance of such facility to be located at the Simsbury Town Hall, 933 Hopmeadow Street in Simsbury, CT.

The Town has identified two parking spaces located near Route 10 in the parking lot of Town Hall to be converted into an Electric Vehicle Charging Facility. It is the intent to lease these two parking spaces to a third party under the terms of a lease agreement during which the selected respondent will design, construct, own, operate and maintain a charging station as a benefit to residents and visitors to Simsbury. We anticipate that the selected respondent will provide a financial payment to the Town under the lease, and will charge a market-based fee for the use of the charging station and be fully responsible for all operational costs including electricity, promotion, and maintenance (exclusive of snow removal and paving work). In reviewing responses, the financial benefits offered to the Town and past history of owning & operating similar facilities will be used to determine the successful respondent. The successful respondent will be provided with an initial 4 year contract with the option of two, 2-year extensions for the operation of the EV facility and at the end of the contract, the selected respondent may remove the charging equipment or transfer ownership the Town.

INSTRUCTIONS TO PROPOSERS

- **General:** Sealed proposals will be received by the Finance Department of the Town of Simsbury, Connecticut at the Town Hall for the services described herein.
- **Service:** At the date of opening proposals, it will be presumed that each Respondent has made a thorough examination of all information relative to the services to be performed under this contract; is satisfied as to the actual conditions and requirements of the services; and has read and become familiar with the proposal documents.
- **Respondent Qualifications:** The town may make such investigation as deemed necessary to determine the ability of the Respondent to discharge the proposed activities. The Respondent shall furnish the Town with all information and data as may be required for that purpose. The Town reserves the right to reject any proposal if the Respondent fails to satisfactorily convince the Town that they are properly qualified by experience and capabilities to carry out the obligation of the proposed activities and to satisfactorily provide the services described herein.
- **Award:** The contract will be awarded by the Town of Simsbury to that bidder whose proposal will provide the best value to the Town, as determined by the selection process and award criteria defined in this Request for Proposal and subject to the Town's right to reject any and all proposals.
- **Rejection of Proposals:** The Town reserves the right to reject proposals for any reason the Town deems advisable and to award a contract to any of the Respondents of service at the sole discretion of the Town.
- **Non-Inclusive Responses:** Any item required in the Request For Proposals (RFP) that is not included in a respondent's proposal shall be specifically noted. If there are no specifically noted exclusions in a proposal it will be understood that the Respondent accepts and understands all of the requirements of this request for proposals.
- **Question/Inquiries:** Any questions about this request for proposals must be made in writing and addressed to Thomas J. Roy, P.E., Director of Public Works, Town of Simsbury, PO Box 495, Simsbury, CT 06070 or by fax to 860-408-5416. For consideration all questions must be received on or before the close of business July 2, 2015. All responses will be made via addendum and posted to the Town's web page at least three working days prior to the scheduled proposal due date.

PROPOSAL REQUIREMENTS

1. INTENT

The Town of Simsbury invites firms to respond to a Request for Proposals to select a Respondent to provide planning, design, financing, construction, ownership and operation of an Electrical Vehicle Charging Station. It is anticipated that the selected Respondent will report to the Town's Director of Public Works or his designee. The Town is seeking a qualified firm with a core competency and experience in design, construction, operation and ownership of an EV Charging Station in accordance with the laws of the State of Connecticut, Town of Simsbury and the Department of Energy and Environmental Protection (DEEP).

2. SCOPE OF SERVICES

The Town is seeking proposals from qualified firms to design, build, own, operate and maintain two electric vehicle charging stations located in the surface parking lot of the Town Hall, located at 933 Hopmeadow Street in Simsbury, CT. The intent is that these will be self-sufficient units, separate from the Town Hall electric meter(s) and will receive power from the adjacent Eversource electric lines. The successful firm will provide EV charging at market rates that will be available to the public. The successful firm shall be responsible for all meters, electric fees, and signage. The Town will be providing the location (two parking stalls – see location map) adjacent to our facility and local shops as well as basic maintenance associated with snow removal and parking lot sweeping.

3. TERM AND RENEWAL OPTION

The intent of the Town is to enter into an agreement for an initial 4 year contract. After the four-year period, the Town intends to evaluate the effectiveness of the services and make a decision on continuing the relationship with the possibility of two (2) sequential two-year extensions upon mutual agreement of the parties. At the end of the contract, the successful firm has the option of removing all equipment and restoring the site to the pre-construction condition or transferring ownership of all facilities to the Town.

4. REPORTS

The selected firm shall produce a quarterly report to the Town indicating the number of EVs that have used the facility and the total kWh used by the facility. This information will be used for the Town to determine the effectiveness and value to the community of this EV charging station.

5. FEES

As part of the Response to this RFP, each respondent must provide the fee they are willing to pay the Town of Simsbury for the right to own and operate the facility on the Town's land (two parking spots) on a quarterly basis. The fee is to be set fee for the duration of the agreement. Respondents may also offer alternative fee proposals for the Town's consideration.

6. TERMINATION

Following the award of this request for proposals, should the Town find that the Respondent has failed in any material respect to perform its obligations under this agreement; the Town may cancel this agreement. The Town shall notify the Respondent in writing of its failures and permit the Respondent to correct its failures within thirty (30) days. If after the thirty (30) day period the Respondent fails to correct its failures to the satisfaction of the Town, the agreement will be cancelled effective immediately. The Respondent will be expected to continue to perform the requirements of the RFP and contract during that thirty day period.

7. 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.

8. TAXES

Selected Respondent shall be responsible for any and all federal, state or local excise, sales, use, property or other taxes that respondent may incur as a result of the ownership and operation of the EV charging facility.

9. INDEMNIFICATION

- a. The successful Respondent shall release defend, indemnify and hold harmless the Town of Simsbury, their respective boards and commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney's fees), compensation, penalties, fines, liabilities or judgments of any name or nature for injuries or alleged injuries to person (including sickness and death) or to property, or financial losses, sustained or alleged to have been sustained by any person or concern, including officers, agents, servants, employees, contractors and subcontractors of the Town or the successful Respondent or by anyone acting under the supervision of the Respondent. This indemnity shall not be affected by other portions of this agreement relating to insurance requirements.
- b. The successful Respondent shall release, defend, indemnify and hold harmless the Town of Simsbury, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation, reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the successful Respondent, its officers, agents, employees, contractors, subcontractors, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, codes, and rules and regulations or the United States of America, the State of Connecticut, the Town of Simsbury or their respective agencies. This indemnity shall not be affected by other portions of the agreement relating to insurance requirements.

10. PUBLIC INFORMATION & OWNERSHIP OF DOCUMENTS

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. Proprietary information shall be identified as such. The Town will take every effort to secure proprietary information within its limits and confines.

11. SELECTION PROCESS AND EVALUATION CRITERIA

Evaluation Criteria:

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

- a. **Technical understanding and project approach:** The Respondent's technical understanding of the project, its purpose, scope as evidenced by the quality of the proposal submitted, operational plan and experience with similar projects. Confidence in the capacity of each firm to design, build, own, operate and maintain a public EV charging station is critical. This shall include the background and experience of the Respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the Town or for other municipal or private sector clients.
- b. **References and firms past performance:** The quality and effectiveness of the firm as evidenced by references of current clients being provided with public EV charging facilities. The Firm's history and stability will also be taken into consideration, including its financial stability. Respondent shall include past three (3) years audited financial records.
- c. **Costs:** Competitiveness of proposed fee and any other financial benefits offered to the Town. The Town is not bound to select the respondent who proposes the highest payments to the Town, and the Town reserves the right to negotiate fees and other benefits with the selected respondent.

12. PROPOSAL SUBMISSION INSTRUCTIONS

Section A: 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 offer, 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 proposal. 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.

In addition, each proposal shall include:

- A description of any other services the Respondent would provide as part of the agreement.
- Three (3) references shall be provided. Each reference shall be provided with a description of the relationship and name and telephone number of the key contact.

All telephone numbers and contact information should be verified for accuracy by the Respondent.

- A detailed written summary of the respondent's experience and capability in providing similar services elsewhere, especially experience in providing services to municipalities.

Section B: Operational and Implementation Plan:

1. Operation and implementation plan shall include:

- A detailed description of the operational plan of how the Respondent would meet the requirements of the scope of services section.
- A preliminary schedule for the design and construction of the EV charging facility.
- A description of the financing and ownership arrangement for the EV charging facility; a summary of expected project costs and revenues; and a description of how the charging fee to customers would be developed.

2. Town support required:

Each proposal shall identify any information, support or services the Town would be expected to provide to the selected Respondent in order for the partnership to be successful.

Section C: Fee Proposal

Each respondent shall submit the completed bid form, providing:

1. A statement of the quarterly lump sum fee to be paid to the Town for the four (4) year initial contract period (see RFP Submission Form).
2. Any alternative compensation arrangement to the Town for the right to own and operate the EV Charging Facility on Town land.

Section D: Code of Ethics:

All respondents are required to read and sign the attached Code of Ethics form.

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 & \$100,000 employers liability limit.

- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
 - Injury or death of one person: \$2,000,000
 - 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: \$2,000,000

- 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.

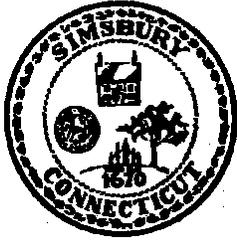
Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

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.



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:

- A. actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, 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");
- B. 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;
- C. 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.

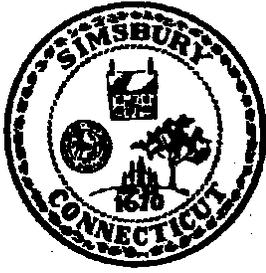
The Contractor hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town/City and/or Board of Education is excess.

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



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

RFP SUBMISSION FORM

Electric Vehicle Charging Station – Fee Proposal

TOWN OF SIMSBURY

By signing this form, you acknowledge compliance and agreement with the RFP requirements.

| | |
|-------------|--------------|
| Name | Title |
|-------------|--------------|

| | |
|------------------|-------------|
| Signature | Date |
|------------------|-------------|

Company Name

Address

| | | |
|-------------|--------------|-----------------|
| City | State | Zip Code |
|-------------|--------------|-----------------|

| | |
|------------------|-------------------------------|
| Telephone | Alternate Phone Number |
|------------------|-------------------------------|

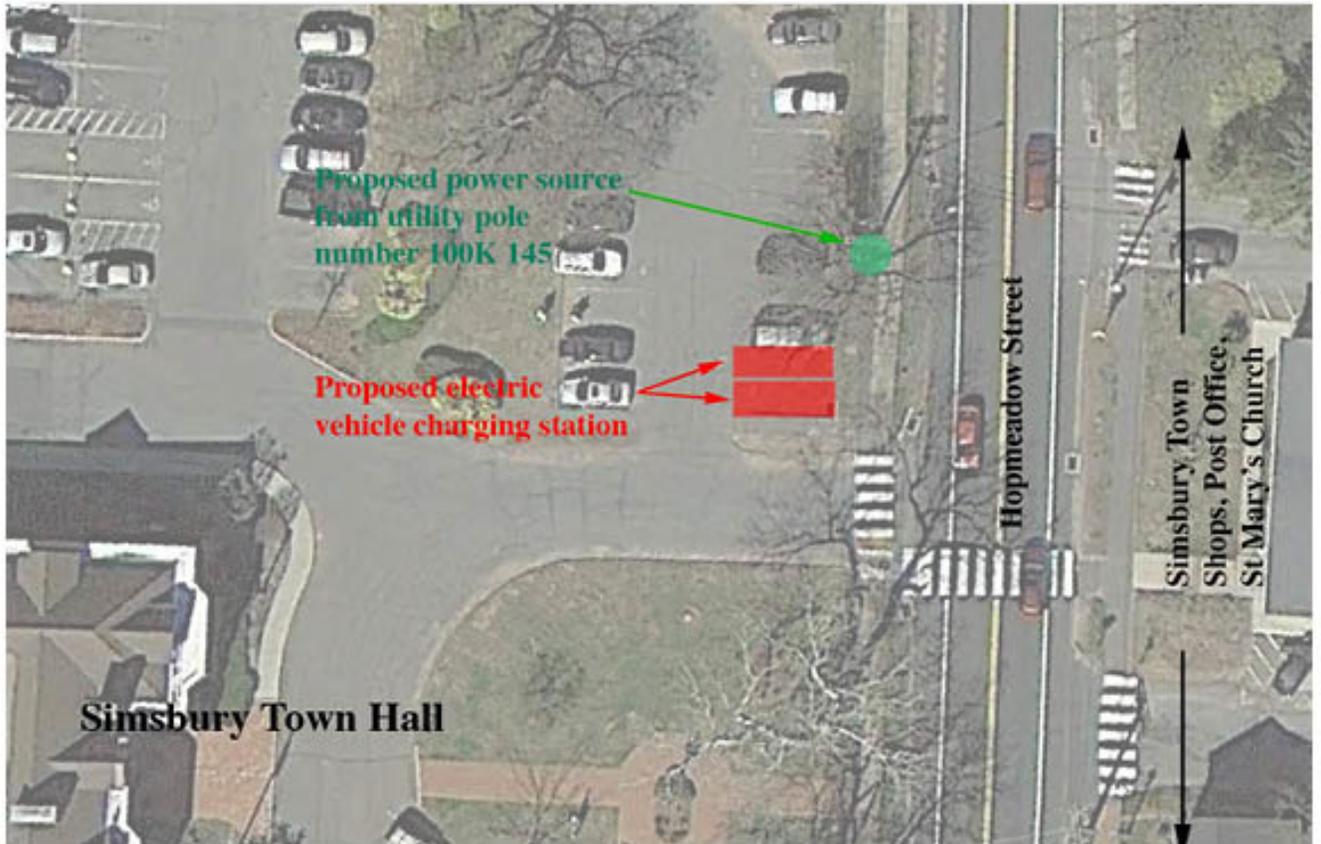
FEE PROPOSAL FOR TOWN OF SIMSBURY

Initial Contract Term **4 Years**
(including two optional 2year extensions):

Quarterly Fee to be provided to Town of Simsbury \$ _____ **per quarter**

- **Please attach any alternative compensation arrangement for the operation of an Electric Vehicle Charging Station on Town Property**

Electric Vehicle Charging Station



Two parking spaces located at Town Hall to be converted into an Electric Vehicle Charging Facility. It is the intent of the Town to lease these two spaces to a third party for the purpose of operating an EV charging station.



Photos of the two occupied spaces in the Town Hall parking lot, along Hopmeadow Street, across from the Post Office, Simsbury Town Shops, St. Mary's Church, and adjacent to other public amenities.

The adjacent utility pole location and number