SPECIFICATIONS
AND
BID DOCUMENTS

Bid Number 2026-022
Animal Control Facility Improvements

Office of the First Selectman

501 Main Street South

Southbury, CT

November 2, 2026

Invitation to Bid

The Town of Southbury invites sealed proposals from licensed general contractors in the State of Connecticut interested in providing services to improve and repair the Town's Animal Control Facility. These services will ensure the Town complies with the new state animal shelter requirements that go into effect on January 1, 2029.

To be considered, three (3) copies of a proposal must be submitted to the First Selectman's Office, 501 Main Street South, Southbury, CT 06488, by 12 pm on December 1, 2026. The Town reserves the right to reject any proposals submitted.

The Town reserves the right to interview proposers as part of the evaluation process.

Site Walk

Bidders may attend a site walk on November 17, 2026, at 10 am, to review the facility and pose any questions needed to complete this bid.

Scope of Work

A. Flooring

Remove and replace epoxy flooring inside and outside. This will include a six (6) inch cove base on the cement block walls. Any new masonry work should be coated in epoxy

B. Walls and Cages

All walls will be 4 inch. x 8 inch. x 16 inch cement block:

- Sixteen (16) – Four (4) foot walls
- Three (3) – 6 (six) foot walls
- Ten (10) outdoor cages
- Seven (7) indoor cages
- Brick up eight (8) unused guillotine doors (16 in. x 25 in)
- Brick up two (2) unused window (17 in. x 32.5 in.)

C. Fencing

All fencing will be 1 ¼-inch wire standard pool gauge:

- Nineteen (19) doors
- Fifteen (15) 40in x 70 inch (all outdoor cages and four (4) indoor cages)
- Four (4) 22in x70 inch (indoor cages)
- Four (4) 4ft x 4ft x 6ft cages
- Seven (7) 4ft x10ft x 6ft cages (all 7 with tops)
- Five (5) 6ft x 4ft x 6ft cages (3 outside with tops)
- One (1) 7.5ft x 4ft x 6ft cage

Repair middle divider fence in back near air conditioner.

D. Plumbing

Rough in and install ½ Type 1 tubing from water heater piping thru two (2) block walls thru office, and drop down interior kennel school sidewall and terminate hot

and cold supplies with ¼ turn, boiler drain valves with back flow preventer for garden hose connection.

E. Roof

- Replace existing roof 50 ft. x 16 ft. with new plywood and agriculture shingles
- Canopy over cages replace existing corrugated panels with new clear corrugated panels (Front: 50 ft. x 15 ft.).
- Back of shelter on firehouse side, (Right) 15 ft. x 16 ft. replace corrugated panels with new clear corrugated panes.
- Back of shelter school side (Left), 15 ft. x 19 ft. replace corrugated panels with new clear corrugated panes.
- Back of shelter, middle 8 ft. x 16 ft. replace corrugated panels with new clear corrugated panes.

Requirements

1. A State of Connecticut licensed general contractor must perform all work.
2. Cost proposals shall include labor, materials, timeline, and any additional expense to complete the job.
3. Site visit on November 17, 2026 is required for bidders who have not been to the site previously.
4. Listing of similar projects completed by the proposer.
5. All bidders must submit a certificate of insurance showing:
   a. Workers compensation $500,000
   b. Commercial liability $1,000,000
   c. Business Auto $1,000,000
   d. Professional liability $1,000,000
6. The bid package prepared by the vendor shall contain:
   a. Insurance requirements
   b. Performance specifications outlining all requirements including deliverables for complete performance of work
7. Any warranties and written guarantee of work will be given to the Town at the completion of the project.

CONTRACT CONSIDERATIONS

EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan that declares that the Contractor does not discriminate based on race, color, religion, sex, national origin, or age, which specifies goals target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate based on race, color, religion, sex, national origin, or age.

Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

INDEMNIFICATION

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Southbury, as well as its officers, agents, and employees from any and all claims and losses to the extent caused by the negligent act, error, or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town of Southbury or its officers, agents or employees.
The Town, as a sovereign government, cannot indemnify businesses or individuals.

INVOICING AND PAYMENT
Standard payment terms are Net 30 Days from receipt of properly executed invoice(s). If your firm submits a proposal that includes payment schedules based on the completion of designated phases, those stages must be clearly outlined in your proposal. The Town cannot make payments for "execution of contract" (payments due upon contract signing). The Town is tax-exempt and shall not be charged tax.

AWARD CONSIDERATIONS
The Town may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the Town will be guided by consideration of the interests of the Town. The Town also reserves the right to negotiate further with one or more of the firms as to any features of their proposals or submittals and accept modifications of the work and price when such action will be in the Town's best interests.
Firms selected for an interview will be provided with the interview panel's content; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview committee members will be released solely for the purpose of preparation of affidavits; the selected firms shall not directly contact the panel members prior to immediately following the interview process.
The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Southbury, is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Town of Southbury.
Unless otherwise noted within a proposal, proposals received in response to this document, including proposed fee schedules, are assumed valid and binding for one hundred and twenty (120) days from receipt of the proposal. If an award is not made within such time, the proposal can be deemed to be either no longer valid or can be extended with the mutual consent of the Town and the firm submitting the proposal.
Documents/reports/data become the property of the Town of Southbury.

GUARANTEE
All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the First Selectman or his designee. Where it is required for the Contractor to

repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance or operation, such work shall be done as required by the Contractor until such time as acceptable performance has been established. Problems that occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs and schedules shall be maintained to reflect these items and their redress.

COMPLIANCE WITH LAWS
The successful bidder shall comply with all applicable laws, regulations, ordinances, OSHA, codes, and orders of the United States, the State of Connecticut, and the Town related to its bid and the performance of the work described in the contract.

PERFORMANCE, LABOR, AND MATERIALS PAYMENT BONDS
Performance, Labor, and Materials Payment bonds in the amount of one hundred percent (100%) of the amount bid are required. Within ten calendar days following notice of any award, the Contractor shall furnish Performance, Labor and Materials Payment bonds to the Town of Southbury for the duration of the contract, covering faithful performance of the contract and payment of obligations arising hereunder. Such bonds shall be equal to one hundred percent (100%) of the full amount of the contract as a guarantee that the terms of the contract shall be complied with in every particular. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company shall pay all payables associated with this job that are outstanding.

PERMITS AND FEES
The Contractor shall, at his sole expense, secure or obtain all necessary State, Local or Federal permits, or licenses required to operate and contract as a Contractor. The Town warrants that all necessary permits for the local Planning, Zoning, and/or Inland Wetlands Agencies have been obtained by the Town of Southbury.

The Contractor is hereby notified that all permit approvals shall be made a part of this Contract, and that the Contractor shall be bound to comply with all requirements of such permits and permit applications as though the Contractor were the permittee.

The requirements and conditions set forth in the permit shall be binding on the Contractor just as any other specification would be. In the case of a conflict between a provision of the environmental permit or permit application and another provision in the contract documents, the former shall govern.

Due Date: 12:00 p.m., December 1, 2026

Town of Southbury
First Selectman Tim O'Neil
501 Main Street South
Southbury, CT 06488

In accordance with the Town's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Proposal/Bid, and is aware that the Town reserves the right to reject any and all proposals, and is making submission without collusion with any other person, individual, or corporation.

Company Name: _____

Address: _____

_____

Email Address: _____

Telephone #: _____

Federal Tax ID #: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TOWN OF SOUTHBURY
NOTICE TO CONTRACTORS
CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have read the Code of Ethics/Conflict of Interest Ordinance and agree to abide by its terms.

Name _____

Signature _____

Company Name _____

Date _____

Code of Ethics/Conflict of Interest Ordinance

A. Declaration of Policy.

1. The proper operation of the government of the Town of Southbury requires that public officers, employees, and members of boards, commissions and committees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that public office and employment not be used for personal gain; and that the public have confidence in the integrity of its government.

2. The purpose of this Ordinance is to set forth standards of ethical conduct to assist public officers, employees, members of boards, commissions and committees and persons dealing with them, when they are in the performance of their duties, so as to maintain and enhance a tradition of responsible and effective public service.

3. In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, commission, agency or employee, or any member of any Town board or commission, or for challenging a decision, license, permit or other action of a Town employee, board or commission or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

B. Definitions.
The following definitions shall apply to this Ordinance:

1. Conflict of Interest. A conflict of interest shall be deemed to exist if any Town officer, employee, or member of any board or commission has a financial or personal interest, direct or indirect, in any purchase, contract, transaction, or decision involving his office, board, commission or employment. Indirect interest is defined as an interest in which an officer, member or employee might influence a decision or event so as to achieve gain, financial or otherwise, on behalf of a family member, friend or associate or that creates an actual or perceived monetary or personal indebtedness to any party.

2. Financial Interest. A financial interest shall be deemed to exist if:

   a. Any such officer, member or employee might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any purchase, contract, transaction or decision involving his office, board, commission or employment; or

b. A business or professional enterprise in which such officer, employee or member has any interest as an owner, member, partner, officer, employee or stockholder or has any other form of participation that will be affected by the outcome of the matter under consideration.

3. Personal Interest. A personal interest shall be deemed to exist if any such officer, member or employee shall have an interest with a person involved in any such contract, transaction or decision by reason of:

a. Relationship within the fourth degree by blood or marriage; or

b. Close business relationship; or

c. An interest that is averse to the interests of the Town with respect to the matter under consideration.

4. Material Conflict of Interest. A conflict of interest shall be deemed to be material where a reasonable person would conclude that the financial or personal interest:

a. is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or

b. would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

5. Public Official. An elected or appointed official, whether paid or unpaid, full or part-time, of the Town.

6. Ethics Commission. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.

C. Disclosure of Conflict.

1. Any Town officer, employee, or member of any Town board or commission who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

2. Any member of any Town board or commission who has a conflict of interest, whether or not such conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board or commission, and such disclosure shall be recorded in the board's or commission's minutes.

D. Determination of Materiality

1. In the event that a disclosure or a claim of a conflict of interest with respect to any Town officer or employee has been made to the Board of Selectmen, and the officer or employee does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the Board of Selectmen promptly shall inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

2. In the event that a disclosure or a claim or a conflict of interest with respect to any member of a Town board or commission has been made to such board or commission, and the member does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the board or commission shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

E. Disqualification.

If it has been determined that a material conflict of interest exists, the Town officer, employee or member of any Town board or commission who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Town officer, employee or member of any Town board or commission may disqualify himself even though the conflict of interest is not material.

F. Claim of Conflict.

If a formal written complaint is made to the Ethics Commission that any Town officer, employee, or member of any Town board or commission has an undisclosed conflict of interest, the Ethics Commission shall record the claim in its minutes**.**

G. Gifts and Favors.

No Town officer, employee, or member of any Town board or commission shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or Compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than $10.00.

H. Representation.

1. Without the prior written consent of the Ethics Commission, no Town employee or public official shall appear for Compensation before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

2. Without the prior written consent of the Ethics Commission, no present or former Town employee or public official shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

3. No Town employee or public official shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

4. No former Town employee or public official who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

I. Independent Contractors.

Before hiring any consultant, independent Contractor or other advisor, the officer, employee, board or commission that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board or commission). Prior to hiring any independent contractor with a conflict, the officer, employee, board or commission proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information learned while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

J. Procedure.

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made

against individuals formerly in office or formerly employed.

Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

K. Penalties.

1. In addition to any penalty contained in any other provision of law, any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from office or employment, as the case may be, in the manner provided by law.

2. Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable by the Board or Selectmen.

3. Any violation of this Ordinance with respect to any decision of a board, commission or committee shall be subject to any remedies deemed proper by the Board of Selectmen and permitted by law.

4 The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

L. Concurrent Offices.

1. No official or employee of the Town, full or part-time, shall serve on any board or commission to which the official or employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, an official or employee may serve on any board, commission or committee in an advisory capacity.

2. Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Town office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

3. Subject to the restrictions set forth in applicable law and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one office, provided the offices are not incompatible, provided the duties of the offices to which he is appointed may, in the opinion of the Board of Selectmen, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

M. Meetings.

1. Members Attendance. Members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

2. Alternates' Attendance. Alternate members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

3. Voting. All members or seated alternates of all boards, commissions and committees who have not been disqualified shall vote on all matters upon which a vote is held by such board, commission and committee unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

4. Statement of Reasons. In every case where the action of any board, commission and committee is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

N. Indemnification Certificate:

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.