



Torrington Public Schools

DEAN PERGOLA
DIRECTOR OF FACILITIES

MICHAEL J. WILSON
SUPERINTENDENT

TORRINGTON BOARD OF EDUCATION

REQUEST FOR BIDS FOR DISTRICT-WIDE LANDSCAPING AND GROUNDS MAINTENANCE SERVICES

INTRODUCTION

The Torrington Board of Education (the “**BOE**”) requests bids from qualified and responsible contractors to provide district-wide landscaping and grounds maintenance services for the Torrington Public School district (the “**District**”). The services (“**Services**”) are described and set forth in more specific detail in **Schedule A** to this Request for Bids (“**RFB**”).

GENERAL INFORMATION

It is the intention of the BOE in issuing this RFB to enter into written agreement(s) for Services with one or more Contractor(s) who will provide the District and BOE with the services, labor, and supplies described in the RFB as part of the Services, for some or all of the following District schools and facilities during the 2026, 2027, and 2028 calendar years: Torrington School; Forbes School; Vogel-Wetmore School; Southwest School; Torrington Intermediate (TIS); 50 MBD Major Besse Drive (collectively the “**Facilities**”). There is no guarantee as to the quantity of Services the BOE may purchase during the term of the agreement between the BOE and any single bidder.

SCOPE OF SERVICES

The Services include landscaping and grounds maintenance for Torrington School, Forbes School, Vogel-Wetmore School, Southwest School, Torrington Intermediate (TIS) and 50 MBD Major Besse Drive, as well as turf maintenance Services for Torrington Intermediate TIS and 50 MBD Major Besse Drive, as such Services are more particularly described and specified in **Schedule A**.

FORM OF CONTRACT

The BOE intends to use the form of contract included in this RFB as **Exhibit C** as the form of contract between the BOE any successful bidder(s) for Services for one or more of the Facilities. Bidders should review the form of contract. By submitting a Bid, the bidder warrants and certifies that if the bidder is awarded a contract for Services for one more of the Facilities (a “**Contractor**”), the bidder will execute the form of contract as the agreement between the BOE and the bidder for applicable Services, without condition, modification, or exception, except as required to incorporate the acceptable terms of the

selected bidders Bid into the form of contract (“**Agreement**”). **A selected Contractor shall execute the Agreement within two (2) days after presentation thereof by the BOE to the selected Contractor.** Notwithstanding the foregoing, the BOE reserves the right to modify the form of contract prior to execution of the Agreement as deemed by the Director of Facilities, Superintendent, and or BOE to be in the best interest of the BOE and District.

TERM OF AGREEMENT

Agreement(s) for Services between the BOE and any Contractor for all of the part of the Services for one or more of the Facilities, will have an initial term beginning on the effective date of the agreement, through December 31 2029. During the term of the agreement (s), the “Contractor” under any such agreement will be required to perform the Services during the period beginning April 1 through November 30 of each calendar year during the term of the agreement. Additionally, under the agreement the BOE will have the right and option to extend the agreement by either one (1) additional two-year period beginning January 1, 2029 through December 31, 2030; or for up to two (2) additional one-year periods, including January 1, 2029 through December 31, 2029 and January 1, 2030 through December 31, 2030 (each an “**Extension Period**”).

PRICING

- A. The compensation to be paid to the Contractor for the performance of Services shall be based on a lump sum amount for each calendar year of the Agreement Term. On each bidder’s Bid Form (included in this RFB as **Exhibit A**), the bidder shall provide a lump sum price for the full scope of Services for each of the Facilities during each of the three (3) calendar years during the term of the agreement. Additionally, proposed pricing for Torrington Intermediate (TIS) must reflect separation of grounds maintenance Services from Athletic Field Maintenance Services, and proposed pricing for 50 MBD Major Besse Drive must reflect separation of grounds maintenance Services from Artificial Turf Maintenance Services, all as indicated on the Bid Form.
- B. In each bidder’s Bid Form, the bidder may also propose discount combined lump sum prices for Services for a combination of all the Facilities, the Facilities identified as Group 1 on the Bid Form (Torrington School; Forbes School; Vogel-Wetmore School; Southwest School), and the Facilities identified as Group 2 on the Bid Form (Torrington Intermediate (TIS) and 50 MBD Major Besse Drive), all as indicated on the Bid Form.
- C. On each bidder’s Bid Form, the bidder must also include proposed pricing for each Extension Period in the event the BOE exercises its option(s) to extend the term of the Agreement with the bidder. Proposed pricing for each Extension Period must be in the form of a percentage by which the bidder’s proposed price for Services provided during the 2028 calendar year would increase and apply to each Extension Period. For example, a bidder’s proposed price for a first one-year extension period (calendar year 2029) must be a percentage increase to bidder’s proposed price for

Services during 2028, and the bidder's proposed price for a second one-year extension period (calendar year 2030) must **also** be a proposed percentage increase based on the bidder's price for Services during 2028

- D. Tax-Exempt. The BOE is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut, including pursuant to Connecticut General Statutes Section 12-412. Accordingly, all Bids shall omit from any proposed pricing any State and federal taxes. Invoices for Services should exclude taxes.

IMPORTANT DATES

Issuance Request for Bids:	March 27, 2026
Mandatory Pre-Bid Meeting:	April 1, 2026, 1:00 p.m.
Deadline for Submission of Requests for Information:	April 7, 2026, 12:00 p.m.
Addenda/Responses to Requests for Information:	By April 9, 2026
Deadline for Bid Submission:	April 14, 2026, 10:00 a.m.
Anticipated Contract Execution:	On or about April 17, 2026

BID SUBMISSIONS

- A. Each bidder shall be required to become familiar with and comply with the terms and conditions, and bid submission instructions in this RFB. Each bidder must be familiar with all federal, state, and local laws, ordinances, or regulations that may, in any manner, relate to the Services to be performed if such bidder is awarded a contract for services in connection with this RFB. Submission of a bid shall be construed to mean that the bidder made such examination.
- B. Sealed Bids in response to this RFB will received by the District's Director of Facilities at the office of the BOE's Director of Finance in the Torrington Administration Building, 50 Major Besse Drive, Fourth Floor, Torrington, CT 06790, **no later than April 14, 2026 at 10:00 a.m.**, at which time bids received will be opened publicly and read aloud in the Administration Building conference room.
- C. Sealed Bids must be submitted in a sealed envelope marked "**SEALED BID – TORRINGTON SCHOOL DISTRICT LANDSCAPING AND GROUNDS MAINTENANCE SERVICES, April 14, 2026 at 10:00 a.m.**" along with name of the bidder clearly marked on the outer envelope and the date and time. Bidders not marking Bid submission envelopes as required will have no recourse against the BOE or its employees if their Bid is inadvertently opened prior to the scheduled bid opening time. Bid submissions must include a completed Bid Form (included with this RFB as **Exhibit A**) and a completed Non-Collusion Affidavit (included with this RFB as **Exhibit B**). Bidders shall provide all proposed pricing required on the Bid Form which pricing shall be inclusive of all shipping, delivery, installation, labor, insurance, certificates, permits, and/or other prices pertaining to the Services, as well as all other information required on the Bid Form, and the Non-Collusion

Affidavit. Pricing on the Bid Form must be complete and shall be deemed to include all compensation to be paid to the Bidder if awarded an Agreement for Services in connection with this RFB. All Bid submissions must include one (1) original, three (3) paper copies of all documents required to be included with a bidder's Bid. Any Bid which fails to include all the required documents and information may be deemed non-responsive and invalid. Bids received later than the time specified will not be accepted. Faxed bids will not be accepted. Bid proposals must remain in effect for a minimum of sixty (60) days. Amendments to or withdrawals of any section of the submitted Bid received later than the time and date set for the Bid opening will not be considered.

- D. The BOE reserves the right to reject any Bid which has omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind. All blank spaces in the Bid Form must be filled in (typed or printed in ink) completely, correctly and legibly, and all prices must be inserted where indicated. If any price required on the Bid Form is omitted, the Bid may be rejected. "Ditto" marks are not considered writing or printing and shall not be used. All Bids must be based on the Services specified in Schedule A and referenced on the Bid Form. A properly authorized representative of the bidder must sign the Bid Form where indicated. If the proposal is made by an individual, the individual's name and mailing address must be listed. If made by a partnership, limited liability company or a corporation, the Bid must be signed by an official of the partnership, limited liability company or corporation authorized to sign contracts, and must reflect the mailing address of the partnership, limited liability company or corporation. Bids may not be submitted and will not be accepted if made orally (e.g. via telephone), by facsimile, or by e-mail.
- E. Bidders are encouraged to "double check" and verify all pricing submitted on their Bid Form. An award of an Agreement for Services for one or more of the Facilities to a bidder based on erroneous pricing submitted by a bidder, will be nonetheless be deemed by the BOE to be a firm Bid by the bidder. "Adjustments" to correct any errors in Bid pricing may not be made to any Bid after the Bid is opened.
- F. Each bidder shall be responsible for all costs incurred in the development and submission of their Bid. The BOE assumes no contractual obligation as a result of the issuance of this RFB, the preparation or submission of a bid by a bidder, or the evaluation of a submitted Bid. The BOE shall not be contractually bound until the BOE and any bidder awarded an Agreement for Services in connection with this RFB execute a written Agreement for Services.

BID ANALYSIS, SELECTION AND AWARD

- A. In selecting a bidder or bidders to whom an Agreement for Services will be awarded in connection with this RFB, the BOE shall apply the following selection criteria, not necessarily listed in their order of importance:

1. Proposed pricing;
 2. Bidder's previous record of performance and service;
 3. Ability of bidder to render the Services to the satisfaction of the BOE;
 4. Availability of bidder's representative to call upon and consult with the BOE and District's Facilities department;
 5. Quality and conformance to specifications for the Services;
 6. Bidder's financial condition;
 7. Bidder's ability to perform the Services;
 8. Bidder's own facilities;
 9. The BOE reserves the right to investigate the financial status and credit rating of any bidder and to disqualify any bidder from the award of a contract in connection with this RFB based on the results of such investigation.
- B. The BOE is an affirmative Action/Equal opportunity employer. A successful bidder must be an equal opportunity/affirmative action employer.
- C. The BOE reserves the right to award an Agreement for Services to more than one bidder if deemed by the BOE to be in the best interests of the BOE and District. In addition, bidders are hereby notified that if budgetary constraints dictate, part of and/or all the Services may be rejected, which decision shall be considered final and not subject to recourse by the bidder. In determining the lowest bidder or the most responsible bidder, the BOE reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the Services, as well as the ability of the bidder to provide future services. Documents previously submitted to the BOE by any bidder and which are not part of a bidder's Bid submission, shall not satisfying the requirements in this RFB for the submission of Bids. No bidder shall claim the existence of any contract for Services with the BOE by reason of submitting a Bid alone. Awarding of an Agreement for Services shall not be deemed to have occurred unless and until a written Agreement for Services is executed by a successful bidder, as "Contractor," and duly executed on behalf the BOE.
- D. In awarding one or more Agreements for Services for the Facilities, the BOE may:
1. Award a single Agreement to one Contractor for Services for all of the Facilities on a lump sum basis;
 2. Award more than one Agreement to one or more Contractors for Services under which different Contractors will perform Services for different Facilities; or
 3. Award Agreements for Services on the basis of specific grouping of Facilities to one or more Contractors; and/or
 4. Award one or more Agreements for Services on the basis of any other variation or combination of Services and Facilities as may be determined by the BOE in its sole discretion.

- E. Preference for Torrington-based Contractors. The BOE reserves the right to apply a preference to Torrington-based contractors in the selection and award of any Agreement in connection with this RFB, pursuant to Chapter 6, Articles 1.6-1, 1.6-2, and 1.6-3 of the City of Torrington Charter, which provide:

§ 6-1. - Definitions.

For the purposes of this article, the following words shall have the following meanings:

BID: bids based upon expenditures of \$10,000.00 or more, as well as quotes for expenditures of less than \$10,000.00.

CITY-BASED BIDDER: A business with a legal principal place of business located within the City of Torrington. A business shall not be considered a city-based business unless evidence satisfactory to the purchasing agent has been submitted with the bid to establish that said business has a bona fide principal place of business within the City of Torrington. Such evidence may include evidence of ownership of or a long-term lease of real estate within the city from which the principal place of business is legally operated.

§ 6-2. - Offer of an option to match the lowest bid

The purchasing agent shall be authorized to offer to City-based bidders that exceed the lowest bid by up to six percent the opportunity to match the lowest bid. A city-based bidder within the six-percent differential who agrees to accept the amount of the lowest bid will be awarded the bid unless more than one city-based bidder submits a bid not more than six percent higher than the low bid. When multiple city-based bidders agree to accept the award of the bid at the amount of the low bid, then the city-based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will be awarded to the lowest responsive, responsible bidder.

§ 6-3. - Contents of bid documents.

Bid documents that apply the city-based bidder preference must state that the six percent city-based bidder preference will be applied.

- F. Conditional, Qualified or Non-Responsive Bids. All Bids shall be submitted in the form and manner instructed and required by this RFB. Any Bid which is not so-submitted, or which contains information, statements, conditions, or qualifications that place conditions or qualifications on the Bid for purposes of making an award of an Agreement for Services; or which purports to alter any Bid Form terms, the

terms of the form of contract appended as Exhibit C; conditions, specifications, or forms that have not been previously approved by a written addendum to this RFB; or which fails to comply with all applicable legal requirements, may be deemed non-responsive and invalid by the BOE, and rejected without further consideration. Any Bid that does not fully respond to and comply with all the requirements of this RFB for the submission of Bids may be deemed non-responsive and rejected by the BOE. The BOE shall not be responsible for any errors or omissions of the bidder.

G. Unbalanced Bids and/or Excessive Line-Item Prices. The BOE reserves the right to reject any Bids in which unit prices, in the sole opinion of the BOE, are unbalanced. In addition, if the BOE awards any Agreement for Services in connection with this RFB, the BOE reserves the right to not utilize a particular line item that, in the sole opinion of the BOE, is excessively priced and reserves the right to obtain that item from another source.

H. The BOE reserves the right to: amend or withdraw the RFB for any reason; to accept or reject any or all bids, in whole or in part; to waive any informalities or nonmaterial deficiencies or irregularities in any bid; and to make such award (or make no award) of a contract or multiple contracts in connection with the RFB, and to award than Agreement for Services any part thereof to bidders other than lowest bidder(s), all as determined by its BOE in its discretion to be in the best interests of the BOE and the Torrington Public School District.

PRE-BID MEETING

A mandatory pre-bid meeting for potential bidders will be conducted on **April 1, 2026, beginning at 1:00 p.m.**, at the Torrington Administration Building, 50 Major Besse Drive, Fourth Floor, Torrington, CT 06790. Bids from bidders who do not attend the pre-bid meeting will not be accepted by the BOE and will be returned unopened. Interested bidders may contact Lauren Howard, Administrative Assistant to the Assistant Superintendent and Facilities Director for Torrington Public Schools via email at lhoward@torrington.org to arrange for their attendance at the pre-bid meeting.

REQUESTS FOR INFORMATION, INTERPRETATIONS & ADDENDA

- A. Any questions and requests for information and/or interpretation (collectively, “**RFIs**”) from any prospective bidder regarding this RFB must be submitted in writing via email to Dean Pergola, Director of Facilities, at dpergola@torrington.org, no later than later than **12:00 p.m. EST, on April 7, 2026**, to be given consideration. Responses to all RFIs will be provided by written Addenda published by April 9, 2026.
- B. Addenda, once published, will become a part of this RFB.
- C. The BOE reserves the right to amend the RFB by addenda. Addenda will be posted to the BOE and City of Torrington’s website (www.torrington.org) by **April 9, 2026**.

- D. If in the BOE's opinion, revisions to this RFB made by addenda(dum) are of a magnitude such that additional time is required for the submission of Bids, the deadline for submission of Bids may be extended by addenda. In addition, addenda may change the specifications for the Services, Bid forms, and times/dates for pre-bid conferences, as well as deadlines for RFIs and submission of Bids. Each bidder shall confirm in writing as required on the Bid Form submitted as part of its Bid that the bidder is aware of and has reviewed all Addenda issued.
- E. It is the responsibility of each bidder to check the City of Torrington's and BOE's websites for addenda to this RFB, and the BOE will not provide notification. A bidder's lack of knowledge of any addenda that have been published as described above, shall not relieve the bidder from its obligations under its Bid submission if such bidder is awarded an Agreement for Services.

EX-PARTE COMMUNICATIONS

No prospective bidder may have any *ex parte* communication with any officer, consultant, employee, representative and/or member of the BOE or the District who is involved in the evaluation of Bids or award of an Agreement for Services to a selected Contractor in connection with this RFB, other than communications for the submission of an RFI, from the date of this RFB until a decision to one or more Agreement for Services in connection with this RFB (or to award no Agreement) has been made. Prohibited *ex parte* communications may be grounds for disqualifying the offending bidder from consideration of their Bid.

BACKGROUND CHECKS

A selected bidder shall comply with all applicable laws including, without limitation, Connecticut General Statutes Section 10-222c, as applicable. To the extent permitted by law, a bidder selected as Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a "**Contractor Employee**"), and all of the employees, agents, and representatives of subcontractors and sub-subcontractors (each, a "**Subcontractor Employee**"), who will be physically present at any of the Facilities, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Bid, a bidder shall be deemed to acknowledge and agree that if such bidder is awarded an Agreement for Services, all commodities, work, materials, or equipment provided by such bidder as part of Services shall comply in every respect with the laws, specifications, and requirements of the State of Connecticut and the United States

government, and that the bidder (as Contractor) shall comply with the provisions of the Connecticut Fair Employment Practices Law.

INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, each Contractor awarded an Agreement for Services shall indemnify, defend and hold harmless the Torrington Board of Education, Torrington Public School District, the City of Torrington, and all of their respective directors, members of governing boards, officials, officers, partners, employees, shareholders, members, managers, beneficiaries, agents and representatives (each an “**Indemnatee**”) from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Services and/or the Contractor’s performance of the Agreement between the Contractor and the BOE, or breach of contract by the Contractor its subcontractors or directly or indirectly employed by them, or anyone for whose acts they may be liable. The obligations of the Contractor under the foregoing indemnity shall include, without limitation, to the fullest extent permitted by law, any and all claims (including attorneys’ fees resulting therefrom) directly or indirectly arising or alleged to arise (1) out of the performance of or the failure to perform the Services, or the condition of the Services, and from any and all claims by workmen, suppliers or subcontractors who are involved in the performance of the Services. These indemnification obligations are not intended to include liability for damage arising out of bodily injury to person or damage to property to the extent caused by or resulting from the negligence of the indemnitee, such indemnitee’s agents or employees, nor shall such obligations be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section of this RFB. The provisions of this section shall survive the expiration or early termination of any Agreement for Services between the BOE and a Contractor; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.
- B. Any Contractor must protect all property of the BOE and District (i.e., all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so-caused shall be repaired by the Contractor their own expense. At the completion of the term of an Agreement for Services, the Contractor must remove from all Facilities at which the Contractor performed Services pursuant to such Agreement, all surplus materials and all debris created by the Contractor. A Contractor shall furnish adequate protection from damage for all work and repair damage of any kind, for which the Contractor or its employees are responsible, to any Facility premises at which the Contractor performed Services or equipment for the Contractor’s own performance of its obligation under an Agreement.
- C. It is the responsibility of each Contractor awarded an Agreement for Services to be thoroughly familiar with the conditions of each Facility at which Services to be

performed, as well as the equipment required for the performance of Services, and the proper maintenance requirements and specifications of such equipment. The submission of a Bid shall be construed as evidence that prior to submitting such Bid, the Contractor examined the specifications in Schedule A for the Services, and the actual conditions of each Facility where Services will be performed.

TRADE NAME REFERENCES

Any and all references in this RFB to tradenames, types, styles, model numbers, stock numbers, or catalogs are intended to be descriptive only and not restrictive. Items so-specified are intended to indicate to bidders the type and quality of the articles and/or materials that will be satisfactory to the BOE in a Contractor's performance of Services. In reviewing such information, it is the responsibility of a prospective bidder to inform the BOE of any discrepancy of which bidder becomes aware (i.e. number listed does not fit item description).

INSURANCE

- A. Any Contractor awarded an Agreement for Services shall purchase and maintain, without interruption, from the effective date of the Agreement until the term of the Agreement ends or the Agreement is earlier terminated by the BOE, and for the additional periods specified in the Agreement, insurance in accordance with the requirements set forth in Exhibit C to this RFB, and all insurance that may otherwise be required under any applicable laws. The Contractor shall submit to the BOE, certificates of insurance or other evidence of compliance with the following insurance requirements. The cost of the required insurance to the extent attributable to Services shall be included in all Bid prices stated in a bidder's Bid Form.
- B. Before commencing performance of Services until the expiration of the Term of an Agreement for Services to which a Contractor is a party, the Contractor shall procure and maintain for the Term of any Agreement for Services, as such Term may be extended, insurance of the following types with minimum coverage limits:
 - 1. **Commercial General Liability Insurance** written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard.
 - 2. **Commercial Automobile Liability Insurance** written on the most recent ISO form CA 00 01 or its equivalent, covering vehicles owned, hired vehicles, and non-owned vehicles, including trailers, used by the Contractor and/or used in connection with Services, with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

If vehicles are used to transport hazardous material then ISO CA 99 48 (broadened pollution) and a MCS90 endorsement shall be included.

3. **Worker's Compensation Insurance** at statutory minimum limits. In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes.

4. **Employer's Liability Insurance** with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

5. **Umbrella or Excess liability** insurance on an occurrence basis in excess of the coverages and limits required for the primary liability insurance required under Sections 4.B of this RFB (Contractor's Commercial General Liability insurance, Commercial Automobile Liability insurance, and Employer's Liability insurance), in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) unimpaired general aggregate per policy year. Umbrella or Excess coverage shall be follow form on a primary and non-contributory basis. The Umbrella or Excess insurance policies shall provide the same or greater coverage as the Contractor's Commercial General Liability insurance, Commercial Automobile Liability insurance, and Employer's Liability insurance, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The Umbrella or Excess insurance policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella or Excess coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability coverage, Automobile Liability, and Employer's Liability insurance. Umbrella or Excess coverage for such additional insureds shall apply as primary and non-contributory before any other insurance or self-insurance or self-insured retention, including any deductible maintained by or provided to the additional insured, and shall apply without the need for privity of contract as to any additional insured.

C. **Certificate(s) of Insurance.** Certificates of insurance or other evidence that a Contractor has satisfied the insurance coverage requirements in this RFB shall be filed with the BOE Business Services Administrator, within ten (10) days after the award of the Agreement for Services between the BOE and Contractor.

D. The certificate of insurance must name the Torrington Board of Education, 355 Migeon Avenue, Torrington, CT, and the City of Torrington, its subsidiaries,

employees, volunteers, directors, and officers as the additional insured and be filed with the Director of Business Services prior to the commencement of Services. Renewal Certificates of Insurance must be mailed to the Director of Business Services ten (10) days prior to the expiration of the required coverage.

- E. All insurers must have an AM Best rating of A-VII or be authorized to issue insurance in the State of Connecticut.
- F. All insurance policies must include a waiver of subrogation, whereby a waiver of subrogation endorsement in favor of the Torrington Board of Education, Torrington Public School District, City of Torrington, and their members, affiliates, employees, volunteers, directors, and officers.
- G. **Additional Security:** The BOE reserves the right to require successful bidders to enter into such security arrangements as are deemed necessary to protect the BOE, its property, and its goods.

PERMITS

Any Contractor awarded an Agreement for Services shall obtain all work permits as might be required before performing any Services requiring any such permit. The cost of obtaining such permits is the responsibility of the Contractor. In submitting a Bid, the bidder agrees that if awarded an Agreement in connection with this RFB, that where property lines are to be considered in the performance of Services, the bidder agrees to verify said property lines and measurements with proper City of Torrington officials prior to the commencement of Services that will be affected by such property lines.

SAFETY

- A. **Occupational Safety and Health Act of 1971 as amended (“OSHA”).** Each Contractor shall warrant that the machinery, equipment, or other materials provided by such Contractor in the performance of any Services shall, upon delivery to the BOE, be deemed in compliance with the standards required by OSHA, as amended, as well as the standards required by comparable state and local laws, if any, for such machinery, equipment, or other materials in effect at the time of delivery to a Facility.
- B. **Machines and/or Equipment Lockout/Tagout.** In an effort to comply with OSHA's final rule on the control of hazardous energy sources, Contractors shall warrant that any and all machines and/or equipment within the scope of Services will be supplied and/or installed, equipped with lockout/tagout devices as prescribed by OSHA.
- C. **Toxic Substance Control Act (PL94-469).** In submitting a Bid, a bidder shall be deemed to warrant to the BOE that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the BOE as a result of

the performance of Services by a Contractor, is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and is otherwise in compliance with said Act.

- D. Hazardous Materials.** Any materials required by this RFB as part of any of the Services, which are hazardous under federal, state, or local statute, ordinance, regulation, or agency order shall be packaged, labeled, marked, and shipped by the Contractor as necessary to comply with all federal, state, and local regulations then in effect, including but not limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder, and will further comply with any special requirements and any policies and procedures of the BOE relating to the purchase of hazardous materials as might be noted on Agreement(s) between a Contractor and the BOE or otherwise communicated by the BOE to the Contractor in writing.

SUBCONTRACTORS

A successful bidder shall not employ any subcontractor to fulfill any of the duties of the bidder, as Contractor under an Agreement for Services, unless prior written approval of the BOE or its designated agent.

EEO

A successful bidder shall provide any and all required affirmative action statements, fair employment plans, and non-discrimination programs and statements as might be required by the BOE. In connection with the award of any Agreement in connection with this RFB, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. Bidders must comply with all rules and regulations of the Department of Labor with regard to equal employment opportunities as they pertain to municipalities.

SCHEDULE A

SCOPE OF SERVICES

The term “Services” means and includes the services required by, reasonably inferable from, and necessary to produce the results in intended by, this Schedule A Scope of Services, and includes all labor, materials, equipment, vehicles, supervision, personnel, and services described in this Schedule A to be provided by a Contractor to fulfill the Contractor’s obligations for full-service landscaping and grounds maintenance or to be provided by Subcontractors, material suppliers, Sub-subcontractors or any other entity for whom the Contractor is responsible under or pursuant to the Agreement and/or applicable Connecticut law.

A. Administrative Requirements

1. **Personnel & Equipment:** The Contractor shall furnish all necessary personnel, supervision, vehicles, and equipment for the Services. The Contractor shall provide to the Board of Education (“**Board**”) a detailed inventory of all equipment the Contractor intends to utilize in the performance of Services.
2. The Contractor must be registered with the State of Connecticut. All trucks used by the Contractor in the performance of Services must be lettered and display a valid DOT number. All personnel must wear Contractor company shirts while on Facility grounds.
3. **Consultation:** The Board may engage an independent turf consultant annually to review field conditions and maintenance processes.

B. Facility Locations & Facility-Specific Services

Landscaping and grounds maintenance Services shall be performed and/or provided at one or more of the following six (6) Facilities, as agreed in an Agreement for Services between the BOE and the Contractor:

1. Tarringford School: 800 Charles Street, Torrington, CT 06790.
 - i. Site-Specific Task: Trim 10 feet behind the black fence located behind the playground, extending to Charles Street.
2. Forbes School: 500 Migeon Avenue, Torrington, CT 06790.
3. Vogel-Wetmore School: 68 Church Street, Torrington, CT 06790.
4. Southwest School: 340 Litchfield Street, Torrington, CT 06790.
5. Torrington Intermediate School (TIS): 295 East Pearl Rd, Torrington, CT 06790.
 - i. Site-Specific Task: Mow and maintain the tree line at the TIS nature trail.
 - ii. Site-Specific Task: Mow and maintain the left and right sides of the Tarringford entrance.
6. Torrington High School, Middle School & Admin Complex (50 MBD): 50 Major Besse Drive, Torrington, CT 06790.

C. Seasonal Maintenance Schedule

1. Spring Requirements

- i. Spring Cleanup: Removal of all winter debris (leaves, sticks, weeds, and light trash) around Facilities by the first day back from April/spring break/recess, or earlier if directed by the District's Director of Facilities (weather permitting)
- ii. Bark Mulching & Edging: All Facilities. Mulch provided by Torrington Public Schools (TPS), to be completed by May 15th.

2. Ongoing Maintenance (Growing Season)

- i. Weekly Mowing & Trimming: Required at all Facilities.
- ii. Constraint: Mowing at each school Facility must be performed after school hours, not to interfere with sports and other activities.
- iii. General Cleanup: Removal of leaves, sticks, weeds, and trash (subject to change with the approval of the Board Director of Facilities).
- iv. Sidewalk & Driveway Trimming: Performed biweekly. This includes trimming low branches on ornamental trees and bushes/shrubs located in lawn, sidewalk areas, islands, and any other areas of each Facility's grounds.
- v. Fence/Tree Line Maintenance: Weeding and maintenance performed biweekly. Vertical and horizontal areas adjacent to the fence and property lines of each Facility shall be cleared of any growth, vegetation, and debris two feet behind the fence. The canopy raises up to 15' from the ground. Actual fence repair is not included.
- vi. Bed Maintenance: Weeding and maintenance are performed biweekly at all Facilities.

3. Fall/Annual Requirements

- i. Shrub & Tree Pruning: Performed annually during August. Vertical and horizontal areas adjacent to the fence and property lines shall be cleared of any growth, vegetation, and debris two feet behind the fence. The canopy raises up to 15' from the ground.
- ii. Fall Cleanup: Starting mid-October or earlier if directed by the District's Director of Facilities (weather permitting), remove all fall debris (leaves, sticks, weeds, and light trash) around each Facility's grounds no later than December 1st. Fall cleanup shall be complete throughout the season, not a bulk cleanup at the end of the season. Sidewalks, catch basins, entranceways, and any other potentially problematic areas must remain clear at all times.

D. Athletic Field Maintenance

1. Torrington Intermediate School (TIS)—Natural Baseball & Softball Field.

Maintenance for these fields is divided into two distinct components for both service delivery and itemized bidding:

- i. Infield Maintenance (Safety & Playability)
 - a. Primary Objective: Ensure the TIS baseball and softball infields remain safe

- for student use and general recreation.
 - b. Clay Application: The Contractor shall be responsible for adding infield clay or conditioner as needed to maintain a level surface, fill in low spots, and ensure proper grading.
 - c. Surface Grooming: The Contractor must periodically "turn over" (till or groom) the infield clay to prevent surface compaction and maintain a safe, loose texture for play.
 - d. Service Level Exclusions: Because these fields are not utilized for official league or district games, the following high-level maintenance requirements are waived: No line painting or field chalking is required; No "game-day" professional-grade grooming or precision moisture management is required.
- ii. Field/Grass Maintenance (Separate Pricing Item)
- a. Scope: This component includes the comprehensive care of the natural grass outfields and surrounding grass areas of the TIS baseball and softball fields.
 - b. Requirements: Includes regular mowing, trimming, and general natural field health as outlined in Section C.2 of these specifications.
 - c. Equipment: All equipment needed to maintain the field/grass is the Contractor's responsibility.
2. Torrington High School, Middle School & Admin Complex (50 MBD). Maintenance for this Facility is divided into two distinct components of Services.
- i. Track, Field & General Site Maintenance
- a. Track and Field: Track and field season areas must be lime-stoned and painted for the spring season. The closing procedure involves raking and assessing the sand in the shot put and jump pits.
 - b. Soccer Line Painting: By August 20th, paint temporary soccer lines on the Varsity Baseball field. Tick lines for layout are established on the turf (paint supplied by TPS).
 - c. Equipment: Contractor to supply all equipment needed.
- ii. Artificial Turf Maintenance (Separate Pricing Item)
- a. Scope: The Contractor shall be responsible for the comprehensive care and maintenance of the artificial sports turf. This applies to all applicable multisport surfaces, including football, soccer, baseball, softball, lacrosse, and field hockey.
 - b. Equipment Responsibility: All equipment needed to maintain the turf is the Contractor's responsibility. This includes, but is not limited to, sweepers, rakes, aerators, brushes, and tow-behind magnets.
 - c. Required Procedures: To keep the field looking and playing its best, the Contractor must follow proper step-by-step field care guidelines (Brushing, Aerating, Raking, Sweeping—BARS).

- d. Key Tasks:
 - Sweeping: Regularly sweep the turf surface to remove surface debris.
 - Raking: Raking helps maintain the integrity of the turf fibers and infill.
 - Aerating: Routine aerating of the field to prevent surface compaction.
 - Brushing: Consistent brushing to ensure the artificial turf fibers remain upright and properly distributed.
 - Direction of Operation: All grooming equipment must be operated in the correct direction to avoid damaging the turf fibers.
 - Infill Measurements: Perform routine measurements to ensure levels meet safety and playability standards.
- e. Safety Requirements: Regularly deploy a tow-behind magnet across the turf surface to safely extract any hidden metal debris.
- f. Baseball & Softball Specific Maintenance: Evaluate and replace turf in high-wear areas (batter's box/pitching mound). Materials are supplied by TPS.
- g. Training & Compliance: All personnel must be thoroughly trained in proper field care maintenance and "Intro to BARS" protocols.
- h. Artificial Turf Maintenance Schedule (Dates subject to change depending on manufacturer's schedule-proposed April 1 and Aug 15)
 - Spring Preparation (Deadline: May 15): Perform full field grooming (BARS process) and baseline infill measurements.
 - Ongoing (Weekly During Sports Seasons): Surface cleaning, safety checks with magnet, fiber upkeep, and emergency repairs.
 - Ongoing (Monthly During Sports Seasons): Aerating and brushing for fiber upkeep.
 - Fall Preparation (Deadline: October 1): Repeat comprehensive mid-year full-field care maintenance.

EXHIBIT A

BID FORM

BIDDER: _____
Name _____
Address _____
Contact Person: _____
Tel. No. _____
Email Address: _____

To: Torrington Board of Education (“BOE”)
Attn: Dean Pergola
Director of Facilities
50 Major Besse Drive
Torrington, CT 06790

Pursuant to and in compliance with the Torrington Board of Education’s Request for Bids for District-Wide Landscaping Grounds Maintenance Services issued on March 27, 2026 (“RFB”), the undersigned, Bidder proposes and agrees, if this Bid is accepted by the BOE, to enter into a contract with BOE in the form included in the RFB (“Agreement”) to perform and furnish all work and services described as the Services in the RFB (“Services”) within the times set forth in the RFB and the Agreement for the Torrington Public Schools District (“District”) and in accordance with the other terms and conditions of the RFB, for the sums of money proposed herein. In preparing this bid, Bidder has carefully examined the RFB for the Services. Bidder has visited the Facilities and is aware of the conditions affecting the Services.

Base Bid Amounts:

I. Itemized Pricing Per each Facility (Initial 3-Year Term)

Bidders must provide a lump sum price for each calendar year during the Term of the Agreement and for each Facility. The itemized price must include all costs associated with the contractor-provided equipment.

- | | |
|---------------------------|--------------------------------|
| 1. Torrington School | |
| Full Grounds Maintenance: | 2026 (Year 1) _____ (\$ _____) |
| | 2027 (Year 2) _____ (\$ _____) |
| | 2028 (Year 3) _____ (\$ _____) |
| 2. Forbes School | |
| Full Grounds Maintenance: | 2026 (Year 1) _____ (\$ _____) |
| | 2027 (Year 2) _____ (\$ _____) |
| | 2028 (Year 3) _____ (\$ _____) |
| 3. Vogel-Wetmore School | |
| Full Grounds Maintenance: | 2026 (Year 1) _____ (\$ _____) |
| | 2027 (Year 2) _____ (\$ _____) |
| | 2028 (Year 3) _____ (\$ _____) |
| 4. Southwest School | |
| Full Grounds Maintenance: | 2026 (Year 1) _____ (\$ _____) |
| | 2027 (Year 2) _____ (\$ _____) |
| | 2028 (Year 3) _____ (\$ _____) |

5. Torrington Intermediate School
General Grounds Maintenance: 2026 (Year 1) _____ (\$ _____)
2027 (Year 2) _____ (\$ _____)
2028 (Year 3) _____ (\$ _____)
6. Torrington Intermediate School
Field/Grass Maintenance
(Safety/Clay): 2026 (Year 1) _____ (\$ _____)
2027 (Year 2) _____ (\$ _____)
2028 (Year 3) _____ (\$ _____)
7. 50 MBD Major Besse Drive
General Grounds and
Track Maintenance: 2026 (Year 1) _____ (\$ _____)
2027 (Year 2) _____ (\$ _____)
2028 (Year 3) _____ (\$ _____)
8. 50 MBD Major Besse Drive
Artificial Turf Maintenance: 2026 (Year 1) _____ (\$ _____)
2027 (Year 2) _____ (\$ _____)
2028 (Year 3) _____ (\$ _____)

II. Combined Discount Bid:

In the event that the Bidder wishes to offer a discount with respect to a combined award for ALL the Services for ALL the Facilities (excluding Services for Base Bid item 8 above), or combined award for ALL the Services for the Facilities in Group 1 and/or the Facilities in Group 2, the Bidder may submit a Combined Bid Amount or Combined Bid Amounts, in addition to and not in lieu of the individual base bids. If any one of the individual base bids is not submitted, any Combined Bid will not be considered and will be rejected. Group 1 consists of Torrington Intermediate School, Forbes School, Vogel-Wetmore School, and Southwest School. Group 2 consists of Torrington Intermediate (TIS) and 50 MBD Major Besse Drive.

1. All Facilities-All Services 2026 (Year 1) _____ (\$ _____)
2027 (Year 2) _____ (\$ _____)
2028 (Year 3) _____ (\$ _____)
2. Group 1-All Services 2026 (Year 1) _____ (\$ _____)
2027 (Year 2) _____ (\$ _____)
2028 (Year 3) _____ (\$ _____)
3. Group 2-All Services 2026 (Year 1) _____ (\$ _____)
2027 (Year 2) _____ (\$ _____)
2028 (Year 3) _____ (\$ _____)

III. Proposed Pricing Adjustments for Extension Periods

State the Bidder's proposed percentage increase to its price for Services if the Term of the Agreement is extended in accordance with Sections 4 and 5 in the form of Agreement in the RFB.

1. Percentage increase for a
Two-Year Extension Period (January 1, 2029-December 31, 2030): _____ (%)
2. Percentage increase for a
First 1-Year Extension Period (January 1, 2029-December 31, 2029): _____ (%)
3. Percentage increase for a
Second 1-Year Extension Period (January 1, 2030-December 31, 2030): _____ (%)

The Bidder acknowledges that the BOE reserves the right to negotiate these rates or re-bid based on market conditions.

The Bid Amounts proposed above include all labor, materials, equipment, fixtures, systems, supplies, tools, temporary facilities, temporary transportation, supervision and other services necessary to complete the Services as described in the RFB inclusive of, without limitation all charges such as overhead, profit, general conditions, general requirements, insurance and permits.

If written notice of the acceptance of this Bid is delivered to the undersigned Bidder at the address designated above, undersigned Bidder will, within two (25) days after the date of execute and deliver a contract in the form of Agreement included in the RFB as modified by the BOE to incorporate accepted portions of this Bid.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under instructions to bidders in the RFB, examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth by the State of Connecticut Department of Labor.

The undersigned Bidder certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of the bid shall not be disclosed to anyone other than employees, agents, or sureties prior to the official bid opening.

Bidder accepts all terms and conditions of the RFB all other documents made a part thereof.

In submitting this Bid, Bidder represents and acknowledges that:

1. Bidder has examined and carefully studied the RFB and the following Addenda;
2. Bidder's failure to gain familiarity with the RFB, if any, shall in no way relieve Bidder of responsibility for all aspects of its Bid and the obligations set forth in the RFB;
3. The Bidder understands the requirements of the RFB and the scope of Work represented by the RFB to be performed by or on behalf of a Bidder;
4. Bidder has visited the Facilities sites and become familiar with and is satisfied as to the general, local and site conditions under which the Services would be performed, that may affect cost, progress, performance and furnishing of the Services and have correlated Bidder's personal observations with the requirements of the RFB;
5. Bidder is familiar with and agrees to comply with all federal, state, and local Laws and regulations, ordinances, codes and orders that relate to the Services described in the RFB and/or which may affect cost, progress, performance and furnishing of the Services;
6. Bidder has checked all of the amounts set forth in this Bid and understands that the BOE will not be responsible for any errors or omissions on the part of the Bidder in preparing this Bid;
7. The bid amounts set forth in this Bid Form include all labor, materials, equipment, fixtures, systems, supplies, tools, temporary facilities, transportation, supervision and other services necessary to complete the Services as described in the RFB, inclusive of, without limitation, overhead, profit, general conditions, general requirements and insurance, all without exception or qualification;
8. In submitting this Bid, it is understood that the right is reserved by the BOE to reject any or all Bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected Bidder, all as may be in the best interest of the BOE and District. It is agreed that this Bid may not be withdrawn for a period of sixty (60) days after the actual date the Bids are opened;
9. Bidder will complete the Services in accordance with the RFB for the bid amount prices set forth above which are agreed to by the BOE in the Agreement;

10. Bidder received all the Bidding Documents and following addenda, receipt all of which is hereby acknowledged by the Bidder (list Addenda by Addendum number and date):

Request for Bids	Date: _____	Initials: _____
Addendum #: _____	Date: _____	Initials: _____
Addendum #: _____	Date: _____	Initials: _____
Addendum #: _____	Date: _____	Initials: _____

List of References to evidence that the Bidder has prior municipal, state or school district experience in providing landscaping and ground maintenance services similar to the Services.

1. Name: _____
Address: _____
E-mail: _____
Tel: _____

2. Name: _____
Address: _____
E-mail: _____
Tel: _____

3. Name: _____
Address: _____
E-mail: _____
Tel: _____

11. The following documents are attached to and made a part of this Bid:
(1) This Bid Form
(2) Completed and executed Non-Collusion Affidavit

Bidder certifies, under the penalty of false statement, that: (1) the information in this Bid Form and its Bid is true and accurate; and (2) that the Bid was made without fraud or collusion with any person. In submitting this Bid, it is understood that the right is reserved by Owner to reject any or all Bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected Bidder or Bidders, all as may be in the best interest of the Owner. It is agreed that this Bid may not be withdrawn for a period of sixty (60) days after the actual date the Bids are opened.

The undersigned declares that the person or persons signing this Bid is/are fully authorized to sign on behalf of the Bidder.

Signed this day ____ of _____, 2026

_____(Name of Bidder)

By: _____ (Signature of individual signing on behalf of Bidder)

_____(Print name of individual signing on behalf of Bidder)

Its _____ (Title)

EXHIBIT B

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss: _____
COUNTY OF _____)

I, _____ (affiant), being first duly sworn, deposes and says that:
(name)

1. I am over the age of 18 and understand the obligations of an oath;
2. I am the owner, partner, officer, representative or agent of _____ (name of bidder) ("Bidder"), the Bidder that has submitted the attached Bid/Proposal to the Torrington Board of Education for Torrington Public Schools districtwide grounds maintenance services.
3. I am fully informed regarding the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances regarding such Bid/Proposal;
4. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;
5. Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached Bid/Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid/Proposal or of any Bidder, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Torrington Board of Education or Torrington Public School District and/or any person interested in the proposed contract;
6. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest; and
7. That no officer, agent, employee or consultant for the Torrington Public School District, Torrington Board of Education, or the City of Torrington is directly or indirectly interested in the Bid/Proposal, or in supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: _____

Name: _____
(print name)

Title: _____

Subscribed and sworn to before me, the undersigned officer, this ____ day of _____, 202__.

Notary Public
My Commission expires:
Commissioner of the Superior Court

EXHIBIT C
Form of Contract

LANDSCAPING AND GROUNDS MAINTENANCE SERVICES AGREEMENT

This agreement (“**Agreement**”) is made and entered into as of the ____ day of _____, 2026 (“**Effective Date**”), by and between the TORRINGTON BOARD OF EDUCATION (the “**Board**”), and [CONTRACTOR NAME], a [ENTITY TYPE] authorized and licensed to do business in the State of Connecticut, having a principal place of business at [CONTRACTOR ADDRESS] (the “**Contractor**”), (together, the “**Parties**” and each a “**Party**”).

W I T N E S S E T H:

WHEREAS, the Board is in need of district-wide landscaping and grounds maintenance services for the Torrington Public School district (the “**District**”) which are Services are set forth in more specific detail in **Schedule A** to this Agreement (the “**Services**”); and

WHEREAS, the Board desires to retain the Services from Contractor based on the Contractor’s representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the needs and requirements the Board and the District; and

WHEREAS, the Contractor agrees to perform the Services pursuant to the terms and conditions set forth in this Agreement in exchange for compensation in the amount(s) set forth in this Agreement;

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

1. ENGAGEMENT OF Contractor

A. Based on the representations of the Contractor set out in its proposal and bid dated [DATE], a copy of which is annexed hereto and incorporated herein as **Exhibit 2**, the Board hereby retains the Contractor to perform the Services accordance with the terms and conditions and for the consideration set forth in this Agreement.

B. The person in charge of administering this Agreement on behalf of the Board shall be the District’s Director of Facilities (the “**Director**”), or such other person as may be designated in writing by the Board or the District’s Superintendent.

C. The Contractor’s designated representative and person responsible to the Board for the Contractor’s performance of its obligations under this Agreement is: [NAME, ADDRESS, PHONE NUMBER, EMAIL].

2. SERVICES TO BE PERFORMED

A. The scope and details of the Services to be performed by the Contractor and the specifications with which such Services shall conform, comply and otherwise satisfy, are described in the Board’s Request for Bids dated March 27, 2026 (the “**RFB**”), a copy of which

appended hereto and incorporated herein as **Exhibit 1**. All terms and conditions in the RFB are hereby incorporated and made a part of this Agreement. The Contractor shall perform the Services in a professional and timely manner in accordance with the terms and requirements of this Agreement, so as to satisfy the District's and Board's needs. Generally, and without limiting any of the Contractor's obligations under any other provision of this Agreement, the Contractor must protect all real and personal property of the Board, the District and its students, and the City of Torrington, from injury or other damage. Any damage so-caused must be repaired by the Contractor at their own expense. At the completion of Services, the Contractor must remove from all premises where the Services were performed all surplus materials and all debris created by the same.

B. The Contractor shall perform Services, as more fully described in Schedule A, at the following Facilities:

- ☐ Torrington School (Full Grounds Maintenance Services)
800 Charles Street, Torrington, CT 06790
- ☐ Forbes School (Full Grounds Maintenance Services)
500 Migeon Avenue, Torrington, CT 06790
- ☐ Vogel-Wetmore School (Full Grounds Maintenance Services)
68 Church Street, Torrington, CT 06790
- ☐ Southwest School (Full Grounds Maintenance Services)
340 Litchfield Street, Torrington, CT 06790.
- ☐ Torrington Intermediate School (TIS)
295 East Pearl Rd, Torrington, CT 06790.
 - ☐ General Grounds Maintenance Services
 - ☐ Infield Maintenance (Safety/Clay)
- ☐ Torrington High School, Middle School & Admin Complex (50 MBD)
50 Major Besse Drive, Torrington, CT 06790
 - ☐ General Grounds and Track Maintenance
 - ☐ Artificial Turf Maintenance

C. The Contractor shall furnish and perform the Services, including personnel, supervision, vehicles, equipment, materials and other services required to fully complete the Services. It is the responsibility of the Contractor to be thoroughly familiar with the equipment and the proper maintenance requirements and specifications of the equipment required for proper performance of the Services, and by signing this Agreement the Contractor represents and warrants that it has examined the actual property conditions, requirements, and specifications for the Services.

D. The Contractor agrees that all personnel performing the Services under this Agreement ("Personnel") shall: (1) be in compliance with all local, state and federal laws, rules and regulations, and if required by such to be licensed to operate equipment required for the Services,

shall be properly licensed and qualified by the State of Connecticut; (2) be named individually on a list provided to the Director by the Contractor, together with each such person's Connecticut driver's license number prior to any such person performing any of the Services. The Contractor shall, at the request of the Board, perform criminal record checks on Personnel, provide the results of such checks to the Board.

E. The Parties agree that Contractor is retained by the Board solely for the purposes of performing the Services. The Contractor's relationship to the District and the Board, its departments, commissions, and committees shall, during the Term of this Agreement, be that of an independent contractor. Neither Contractor nor its employees, officers, members, shareholders, or agents, shall not be deemed for any purposes hereunder, or otherwise, to have the status of an "employee" of the Board or as being entitled to participate in any benefits accrued by or given to Board employees.

F. In performing the Services and otherwise performing its duties and obligations under and/or arising out of this this Agreement, Contractor shall at all times ensure that its employees and officers, and its subcontractors (if any), observe the highest standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the Board and the City of Torrington, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

G. The Board may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, shall be effective only if incorporated into this Agreement by written amendments signed by both Parties.

3. TERM OF AGREEMENT

A. The term of this Agreement shall commence on the Effective Date and shall end on December 31, 2028 at 11:59 p.m. (the "**Term**"), unless (i) earlier terminated by the Board in accordance with this Agreement, (ii) earlier terminated by mutual agreement of the Parties through a written amendment to this Agreement, or (iii) extended by the Board through the exercise of its option to extend the Term pursuant to Section 3(B) below.

B. Option to Extend.

(1) The Board shall have the right and option to extend the Term for either: one (1) additional two-year period beginning January 1, 2029 through December 31, 2030 ("**Two-Year Extension Period**"); or for up to two (2) additional one-year periods, including January 1, 2029 through December 31, 2029 ("**First 1-Year Extension Period**"), and January 1, 2030 through December 31, 2030 ("**Second 1-Year Extension Period**"). The Board may exercise its option and right to extend the Term by giving written notice to the Contractor that the Board is exercising its option to extend the Term of the Agreement, which notice shall be delivered to the Contractor no later than one

hundred twenty (120) calendar days prior to the last day of the original Term, or, no later than one hundred twenty (120) calendar days prior to the last day of the First 1-Year Extension Period, as the case may be. The Owner shall pay compensation to the Contractor for performance of the Services and its obligations under this Agreement during any period that the Term is extended pursuant to this Section 3.B in accordance with Section 4.B.

4. COMPENSATION

A. The Contractor shall be compensated for its performance of the Services and its obligations under this Agreement during the Term, as follows:

- (1) during the period of the Term beginning on the Effective Date and ending December 31, 2026 (“**First Term Year**”), the Owner shall pay the Contractor the sum of _____ (\$ _____) in current funds for the Contractor’s performance of this Agreement during the First Term Year;
- (2) during the period of the Term beginning on January 1, 2027 and ending December 31, 2027 (“**Second Term Year**”), the Owner shall pay the Contractor the sum of _____ (\$ _____) in current funds for the Contractor’s performance of this Agreement during the Second Term Year;
- (3) during the period of the Term beginning on January 1, 2028 and ending December 31, 2028 (“**Third Term Year**”), the Owner shall pay the Contractor the sum of _____ (\$ _____) in current funds for the Contractor’s performance of this Agreement during the Third Term Year;

B. Subject to Section 3.B above, if and to the extent the Board exercises its rights and option(s) to extend the Term of this Agreement, the Contractor shall be compensated for its performance of the Services and its obligations under this Agreement as follows:

- (1) during a Two-Year Extension Period, the Owner shall pay the Contractor a sum equal to the product of [_____] percent (1.____ %) multiplied by the amount set forth in Section 4.A(3) for the Third Term Year, in current funds for the Contractor’s performance of this Agreement during the Two-Year Extension Period;
- (2) during a First 1-Year Extension Period, the Owner shall pay the Contractor a sum equal to the product of [_____] percent (1.____ %) multiplied by the amount set forth in Section 4.A(3) for the Third Term Year, in current funds for the Contractor’s performance of this Agreement during the First 1-Year Extension Period;
- (3) during a Second 1-Year Extension Period, the Owner shall pay the Contractor a sum equal to the product of [_____] percent (1.____ %) multiplied by the amount set forth in Section 4.A(3) for the Third Term Year, in current funds for the Contractor’s performance of this Agreement during the Second 1-Year Extension Period;

C. Payments of compensation earned by the Contractor under this Agreement for its performance of this Agreement shall be made in installments equal to one-third (1/3) of the amount of compensation set forth in Section 4 for First Term Year, Second Term Year, Third Term Year, and if and to the extent applicable the Two-Year Extension Period, the First-1 Year Extension Period, and/or the Second 1-Year Extension Period (each payment a “**1/3 Installment Payment**”). Payments to the Contractor shall be made by the Board in accordance with the payment schedule set forth in this Section C (“**Payment Schedule**”) which shall apply to each calendar year during the Term, provided all payments shall not be due and payable to the Contractor unless and until the Board has approved of the Contractor’s invoice for any such payment, which invoices shall be submitted by the Contractor twenty-one (21) days prior to the payment date for such payment set forth in the Payment Schedule:

- (1) July 1st: 1/3 Installment Payment for Services performed April 1st through June 30th;
- (2) September 1st: 1/3 Installment Payment for Services performed July 1st through August 30th;
- (3) December 1st: 1/3 Installment Payment for Services performed September 1st through November 30th.

The Contractor’s invoices shall in a form acceptable to the Board and shall set forth the Services performed and the tasks completed for which payment is requested. The Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

D. The compensation agreed to by the Board and the Contractor in this Agreement shall constitute full and complete payment for all costs and expenses incurred and/or paid by the Contractor in performing this Agreement, including but not limited to labor, materials, product, tools and machinery, salaries, meetings, insurance, and all similar expenses. No payments in addition to the amount set forth in this Section 4 shall be paid by the Board to the Contractor by reason of the Services or its performance of this Agreement, without specific prior written approval of the Superintendent.

E. The acceptance by the Contractor, its successors or assigns, of any payment made on the Contractor’s final invoice under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the Board from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the Board under the provisions of this Agreement.

5. TERMINATION AND SUSPENSION

A. The Board may at any time and for any reason, without cause and/or its convenience, terminate this Agreement by written notice to the Contractor specifying the date termination shall be effective, which date shall be not less than seven (7) days after the date such notice is given to the Contractor. In the event of such termination, the Board shall pay the Contractor for the Services satisfactorily completed prior to the effective termination, which amount shall be fixed

by the Board after consultation with the Contractor, and shall be subject to audit by the Board. Termination under this Section 4.A shall not give rise to any claim against the Board for damages or for compensation in addition to that provided hereunder. Payment of the amount set forth in this Section 4.A shall be the Contractor's sole remedy following a termination by the Board pursuant to this Section 4.A.

B. If the Contractor is in breach or default of any term or condition of this Agreement, including without limitation ceasing to perform Services when required pursuant to this Agreement for a period of fifteen (15) business days, cumulative or consecutive, the Board may terminate this Agreement for cause (1) by giving written notice of breach and default to the Contractor specifying its breaches and defaults under this Agreement and stating the Board's intent to terminate this Agreement for cause no less than ten (10) days thereafter unless the Contractor has cured all such breaches and defaults before the expiration of such ten (10) day period, and (2) if the Contractor has not cured all defaults and breaches within such (10) day period, by giving written notice to the Contractor of the Board's termination of this Agreement, which notice shall specify the date such termination shall be effective which date shall be not less than five (5) days after the date such notice is given to the Contractor. In the event of such termination, the Board shall pay the Contractor an amount equal to the value of the Services satisfactorily completed prior to the effective termination (which amount shall be subject to audit by the Board) less the costs, losses, and expenses the Board has incurred and/or will incur as a result of the Contractor's breaches and defaults, which payment amount, if any, shall be determined by the Director and Superintendent. Termination under this Section 4.B shall not give rise to any claim against the Board for damages or for compensation in addition to that provided hereunder.

6. INSURANCE

A. The Contractor agrees to obtain at its own cost and expense all insurance required under the Agreement, including without limitation this Section 6, keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder.

B. Before commencing performance of its Services hereunder, the Contractor shall furnish to the Director a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the Board. Each insurance certificate shall be endorsed to name the Torrington Board of Education, Torrington Public School District, and City of Torrington as an additional insured party and shall provide that the insurance company providing coverage shall notify the Board by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

C. The Contractor Provider shall, at its own expense and cost, obtain and keep in force during the entire Term of the Agreement the following primary insurance coverage covering the Contractor and all of its agents and employees and shall name the Torrington Board of Education, Torrington Public School District, and City of Torrington, and their respective

officers, officials, employees, agents, boards, and commissions as Additional Insureds on a primary and non-contributory basis to the Contractor's Commercial General Liability and Automobile Liability. The Contractor shall assume any and all deductibles in the described insurance policies.

D. The Contractors insurer(s) shall have no right of recovery or subrogation against the Board, District and/or City. These requirements shall be clearly stated in the remarks section on the Contractor's Certificate(s) of Insurance.

E. All insurers must have an AM Best rating of A-VII or better and admit doing business in the State of Connecticut. All insurance policies must include a waiver of subrogation, whereby the insured waives its right to subrogate against the Board, District, City, and their subsidiaries, employees, volunteers, directors, and officers. Proof of proper insurance coverage, workers compensation insurance, liability and property damage insurance, and vehicle insurance shall be filed with the Board of Education, Business Services Administrator, within 10 days after this Agreement. The certificate(s) of insurance must be filed with the Board's Director of Business Services prior to the commencement of Services. Renewal Certificates of Insurance must be mailed to the Director of Business Services no less than ten (10) days prior to the expiration of the required coverage. In addition, all carriers are subject to approval by the Board.

F. Coverage types and minimum policy limits and requirements are set forth in the Exhibit 1.

7. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Torrington Board of Education, Torrington Public School District, the City of Torrington, and all of their respective directors, members of governing boards, officials, officers, partners, employees, shareholders, members, managers, beneficiaries, agents and representatives (each an "Indemnitee") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services and/or the Contractor's performance of this Agreement, or breach of contract by the Contractor its subcontractors or directly or indirectly employed by them, or anyone for whose acts they may be liable. The obligations of the Contractor under the foregoing indemnity shall include, without limitation, to the fullest extent permitted by law, any and all claims (including attorneys' fees resulting therefrom) directly or indirectly arising or alleged to arise (1) out of the performance of or the failure to perform the Services, or the condition of the Services, and from any and all claims by workmen, suppliers or subcontractors who are involved in the performance of the Services. These indemnification obligations are not intended to include liability for damage arising out of bodily injury to person or damage to property to the extent caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees, nor shall such obligations be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 7. The provisions of this Section 7 shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

In claims against any person or entity indemnified under this Section 7 by an employee of the Contractor or a subcontractor, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 7 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor shall further indemnify, defend, and hold harmless each Indemnitee from liability of any kind for all claims of labor payments and materials furnished for the Services and for use of any copyrighted or uncopyrighted composition, secret process patented, or unpatented invention, article, or application furnished or used in the performance of this Agreement of which the Contractor is not the patentee, assignee, or licensee.

8. GENERAL PROVISIONS

A. By this Agreement the Board intends to secure the professional services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the Board to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. This Agreement, being intended to secure the Services of the Contractor, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the Board in writing.

C. When the Board shall have reasonable grounds for believing that:

- (1) The Contractor will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or
- (2) A meritorious claim exists or will exist against the Contractor or the Board arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its agents, servants or employees, or the Contractor's breach of any provision of this Agreement;

then the Board may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Board for such period as it may deem, in good faith, in its sole discretion, advisable to protect the Board against any loss, expense or damage and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Board, and no person shall have any right or claim against the Board by reason of the Board's failure or refusal to withhold monies pursuant to this Section of the Agreement. No interest shall be payable by the Board on any amounts withheld under

this provision. This provision is not intended to limit or in any way prejudice any other right of the Board.

D. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the Board in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made, if at all, only against the Board.

E. No member of the Board, governing body of the City of Torrington, and no other officer, employee, or agent of the Board or City shall have any personal interest, direct or indirect, in this Agreement; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its choice of law or conflict of law principles which would result in the application of the laws of any jurisdiction other than the State of Connecticut and applicable federal law of the United States.

G. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the Services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Services.

H. During the performance of this Agreement, the Contractor agrees to shall provide any affirmative action statements, fair employment plans, and non-discrimination programs and statements as might be required by the Board of Education. In connection with this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. The Contractor must comply with all rules and regulations of the Department of Labor with regard to equal employment opportunities as they pertain to municipalities and public-school districts and public Boards of Education in the State of Connecticut

I. This Agreement incorporates all the understandings of the Parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

J. The Board and the Contractor each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall not transfer any interest in this Agreement without the prior written approval of the Board.

K. The Services performed under this Agreement and any products provided by the Contractor in connection therewith shall become and remain the property of the Board. This shall include all partially completed Services in the event that the Agreement is terminated before completion of the Term for any reason.

L. The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined by a court of competent jurisdiction or arbitrator(s) that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be deemed revised to the extent necessary to make that provision legal, and/or valid and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the Parties' intentions and purposes in executing this Agreement, and the invalidity of any part or provision of the Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Agreement.

M. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Board:

Torrington Board of Education
50 Major Besse Drive
Torrington, CT 06790
Attention: Dean Pergola

To the Contractor:

[CONTRACTOR NAME]
[STREET ADDRESS]
[CITY, STATE, ZIP]

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

N. There are no oral agreements between the Board and the Contractor affecting this Agreement, and this Agreement sets forth all of the covenants and agreements between the Board and the Contractor with regard to the performance of the Services and the subject-matter of this Agreement. This Agreement, in all of its parts, including all Schedules and Exhibits appended hereto, represents the entire and integrated agreement between the Parties relating to the subject-matter of this Agreement and the Services, and supersedes and replaces all prior negotiations, representations, and agreements, oral or written, verifiable or alleged. This Agreement may be modified only by written amendment, signed by both of the Board and the Contractor, or by written amendment signed by both the Board and the Contractor. No alteration, modification, or amendment to this Agreement shall be binding upon the Parties hereto unless by written instrument signed by both the Parties.

O. The Contractor represents to the Board as follows:

1. That the Contractor is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of,

bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

2. That the Contractor has the financial resources to perform this Agreement and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its obligations under this Agreement;

3. That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

4. That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Torrington, Connecticut, the day and year first above written.

IN WITNESS WHEREOF, the Parties hereto have set their hands by their duly authorized representatives at Torrington, Connecticut, on the ____ day of _____, 2026.

TORRINGTON BOARD OF EDUCATION

By: _____

_____, Its Director of _____

[CONTRACTOR NAME]

By: _____

[print name]

Its _____, duly authorized
[print title]

SCHEDULE A
SCOPE OF SERVICES

EXHIBIT

1

**Torrington Board of Education Request for Bids
for District-Wide Landscaping and Grounds Maintenance Services dated March 27, 2026**

EXHIBIT

2

Contractor's Bid/Proposal