



Torrington Public Schools

DEAN PERGOLA
DIRECTOR OF FACILITIES

MICHAEL J. WILSON
SUPERINTENDENT

TORRINGTON BOARD OF EDUCATION

REQUEST FOR BIDS FOR DISTRICT-WIDE ELEVATOR MAINTENANCE SERVICES

INTRODUCTION

The Torrington Board of Education (the “**BOE**”) requests bids (“**Bids**” and each a “**Bid**”) from qualified and responsible contractors (“**Bidders**” and each a “**Bidder**”) to provide district-wide elevator 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 a written agreement for “full service” elevator maintenance Services with a contractor who will provide the District and BOE with the services, labor, and supplies described in the RFB as part of the Services, for a three (3) calendar year contract term, with contract may be extended by the BOE for up to two (2) additional one-year periods. The Services will be provided for the following locations:

1. Torrington High School/Middle School/Central Offices, 50 Major Besse Drive, Torrington, CT 06790
2. Torrington Intermediate School, 295 East Pearl Road, Torrington, CT 06790
3. Tarringford Elementary School, 800 Charles Street, Torrington, CT 06790
4. Southwest Elementary School, 340 Litchfield Street, Torrington, CT 06790
5. FAST Academy, 500 Migeon Avenue, Torrington, CT 06790
6. Vogel-Wetmore Elementary School, 68 Church Street, Torrington, CT 06790

(collectively, the “**Facilities**”)

IMPORTANT NOTICE REGARDING VOGEL-WETMORE ELEMENTARY SCHOOL

Bidders are hereby notified that the elevators at Vogel-Wetmore Elementary School may be replaced during the Term of the Agreement between the BOE and the selected Bidder (the “**Contractor**”). Services for Vogel-Wetmore school are included in the scope of Services, however, pricing for Services for the Vogel-Wetmore school and compensation paid to the Contractor for such Services shall be separate from the pricing and compensation paid to the Contractor for all the other Facilities. The BOE reserves the right under the Agreement to terminate the Agreement as to the Services for Vogel-Wetmore school only without terminating the Agreement for all other Facilities, upon thirty (30) days prior written notice to the Bidder selected as the Contractor, in the event the BOE approves replacement of the elevator at the Vogel-Wetmore school during the 3-year contract term.

SCOPE OF SERVICES

The Services to be provided by the Contractor are described in detail in **Schedule A** appended hereto and incorporated herein by reference, and include, generally, full service elevator maintenance for District elevators at the Facilities. Bidders shall review Schedule A carefully before submitting a Bid. The BOE reserves the right to modify the scope of Services at any time prior to the deadline for Bid submission by issuing an addendum to this RFB.

FORM OF CONTRACT

The BOE intends to use the form of contract included in this RFB as **Exhibit D** as the form of contract between the BOE and the Contractor. 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 the Services as the Contractor, the Bidder will execute the form of contract as the agreement between the BOE and the Bidder for the Services, without condition, modification, or exception, except as required to incorporate the acceptable terms of the selected Bidder's Bid into the form of contract (the "Agreement"). **The Bidder selected as Contractor shall execute the Agreement within five (5) 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

The Agreement will have an initial term beginning on the effective date of the agreement, continuing through three (3) calendar years thereafter. It is anticipated that the term of any such Agreement(s) will begin November 1, 2026 and end October 31, 2029 at 11:59p.m. Additionally, under the agreement the BOE will have the right and option to extend the initial term of the agreement by up to two (2) additional and consecutive one-year periods (together the "**Extension Periods**" and referred to as the "**First Extension Period**" and "**Second Extension Period**," respectively).

BID SECURITY

Each Bid must be accompanied by bid security in an amount equal to ten percent (10%) of the cumulative sum of the Base Bid Amounts for All Facilities Except Vogel-Wetmore, proposed by the Bidder on its Bid Form. Bid security must be in the form of a bid bond using the standard bid bond included with this RFB as **Exhibit C**, issued by a surety authorized to issue surety bonds in the State of Connecticut. Each Bidder shall attach the required bid bond to its Bid Form. Failure to submit the required executed Bid Bond with a Bid will result in rejection of such Bid.

By submitting a Bid, a Bidder warrants and certifies that if the Bidder is awarded the Agreement for the Services, the Bidder will execute the Agreement with the BOE using the form of contract included with this RFB as Exhibit D, without condition, modification, or exception, except as required to incorporate the acceptable terms of the selected Bidder's Bid into the form of contract. A Bidder selected as the Contractor must execute the Agreement with the BOE within five (5) days after presentation thereof by the BOE to the Bidder. Notwithstanding the foregoing, the BOE reserves the right to modify the form of contract prior to execution of an Agreement for Services with the Contractor as deemed by the Director of Facilities, Superintendent, and/or

BOE to be in the best interest of the BOE and District. If a Bidder selected as the Contractor fails to execute the Agreement within five (5) days after presentation of the Agreement by the BOE, the Bidder shall forfeit its bid security, at the option of the BOE the award of the Agreement to that Bidder shall be deemed withdrawn and shall be null and void, and the BOE may proceed to award the Agreement for Services to another Bidder or make no award of the Agreement for the Services.

Subject to the BOE's rights to enforce a Bidder's bid bond, all bid bonds will be returned to unselected Bidders after the earlier of (1) the BOE's withdrawal and/or cancellation of this RFB; (2) the award and execution of one or more Agreements encompassing the entirety of the Services by the BOE and one or more Bidders selected as a Contractor for the Services, or (3) sixty (60) days after the date of opening of Bids. The bid bond of the Bidder selected as the Contractor will be retained until the Agreement has been fully executed and the required performance and payment bonds have been delivered.

PERFORMANCE AND PAYMENT BONDS

The Bidder selected as a Contractor will be required to provide to the BOE, within ten (10) days after the award of the Agreement to such Bidder, a payment bond and a performance bond, each having a penal sum equal to the total amount of compensation to be paid to the Contractor under the Agreement between the BOE and the Contractor. The cost of such bonds shall be included in the prices proposed by each Bidder in the Bid Form. The payment bond and performance bond must be issued by a surety rated A- or better by A.M. Best and listed on the U.S. Department of Treasury's Listing of Approved Sureties. The payment bond and performance bond must be submitted to Dean Pergola, Director of Facilities, 50 Major Besse Drive, Torrington, CT 06790.

Both the payment bond and performance bond shall be written in the full amount of the compensation to be paid to the Contractor under the Agreement between the Contractor and the BOE, and shall have a date that is the same or later than the date of the Agreement. The Torrington Board of Education shall be named as the obligee on the bonds. A Contractor shall require the person designated as the surety's attorney-in-fact who executes the required bonds on behalf of the surety, to affix thereto a certified and current copy of the power of attorney.

PRICING

- A. **Base Bid Amount – All Facilities Except Vogel-Wetmore.** A lump sum annual price for all Facilities listed above EXCEPT Vogel-Wetmore Elementary School ("**Base Bid Amount – All Facilities Except Vogel-Wetmore**"). The annual price shall include all labor, materials, equipment, supplies, travel, overhead, profit, and all other costs necessary to perform the Services described in Schedule A for each year of the initial three-year term.
- B. **Vogel-Wetmore Separate Pricing.** A separate monthly price for full-service elevator maintenance at Vogel-Wetmore Elementary School only ("**Vogel-Wetmore Monthly Price**"). Given the age and condition of the Vogel-Wetmore elevator, the potential for parts unavailability, and the likelihood of more frequent service requirements, pricing for Vogel-Wetmore must be stated separately from all other Facilities. The Vogel-Wetmore Monthly Price shall be stated separately from the Base Bid Amount for All Facilities

Except Vogel-Wetmore, and shall include all labor, materials, equipment, supplies, travel, overhead, profit, and all other costs necessary to perform the Services described in Schedule A.

- C. **Hourly Labor Rates.** Bidders shall provide hourly labor rates for work outside the scope of the Services, including rates for regular business hours and overtime/emergency hours. Such rates shall be fully burdened and inclusive of all overhead, profit, travel, and related costs.
- D. **Extension Period Pricing.** On each Bidder's Bid Form, the Bidder must also include proposed pricing for the First Extension Period and the Second Extension Period in the event the BOE exercises its option(s) to extend the term of the Agreement with the Bidder, as required on the Bid Form. Proposed Hourly Labor Rates for the Extension Periods shall be the same proposed Hourly Labor Rates for both of the Extension Periods.
- E. **Tax-Exempt.** The BOE is exempt from the payment of federal excise taxes and Connecticut sales and use taxes pursuant to Connecticut General Statutes Section 12-412. All pricing submitted by each Bidder in its Bid shall exclude such taxes. Invoices for Services should exclude taxes. The BOE's tax-exempt certificate will be provided to the selected Contractor upon request.

IMPORTANT DATES

Issuance Request for Bids:	September 29, 2026
Mandatory Pre-Bid Meeting:	October 7, 2026, 10:00 a.m.
Deadline for Submission of Requests for Information:	October 14, 2026, 12:00 p.m.
Responses to Requests for Information:	October 19, 2026, 5:00 p.m.
Deadline for Bid Submission:	October 27, 2026, 12:00 p.m.
Anticipated Contract Execution:	On or about October 30, 2026

The BOE reserves the right to modify any of the foregoing dates at any time by issuing an addendum to this RFB.

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 the Agreement for the 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 be 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 October 27, 2026 at 12:00 p.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 ELEVATOR MAINTENANCE SERVICES, October 27, 2026 at 12:00 p.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.
- D. Bid submissions must include the following:
- (1) a completed Bid Form (included with this RFB as **Exhibit A**);
 - (2) a completed Non-Collusion Affidavit (included with this RFB as **Exhibit B**);
 - (3) bid security in the form of the standard form of Bid Bond (included with this RFB as **Exhibit C**), which Bid Bond must be in an amount equal to ten percent (10%) of the cumulative sum of the Base Bid Amounts For All Facilities Except Vogel-Wetmore, proposed by the Bidder on its Bid Form;
 - (4) A detailed list of the Bidder’s qualifications, experience, and references, including at least three (3) references from public school districts or municipal clients for whom the Bidder has performed similar elevator maintenance services within the past five (5) years.
- E. 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 the Agreement for the Services. 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 are irremovable and shall remain in effect for a minimum of sixty (60) days after the date Bids are opened. 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.
- F. 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 Bid is made by an individual, the individual’s name and mailing address must be listed. If a Bid is 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 orally (e.g. via telephone), or by facsimile or e-mail, and will not be accepted if made orally, by facsimile, or by e-mail.

- G. Bidders are encouraged to “double check” and verify all pricing submitted on their Bid Form. An award of the Agreement for the Services to a Bidder based on erroneous pricing submitted by that Bidder, will 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.
- H. Withdrawal. A Bidder may withdraw its Bid at any time prior to the deadline for bid submission by submitting a written request to the Director of Facilities. No Bid may be withdrawn after the deadline for bid submission without the written consent of the BOE.
- I. 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 to whom the Agreement for the Services will be awarded, 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. Quality and the ability of Bidder to render the Services in conformance to the specifications set forth in Schedule A to the satisfaction of the BOE, including without limitation, the Bidder’s experience and qualifications in providing elevator maintenance services in public school or institutional settings, and the Bidder’s demonstrated ability to respond to emergency service calls within the time frames specified in Schedule A;
 - 4. The Bidder’s proposed staffing plan and availability of certified elevator technicians;
 - 5. Availability of Bidder’s representative to call upon and consult with the BOE and District’s Facilities department;
 - 6. The Bidder’s safety record and history of compliance with OSHA and applicable elevator codes;
 - 7. References from public school districts and municipal entities;
 - 8. 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 equal opportunity employer. The selected Bidder will be an equal opportunity employer.
- C. 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 satisfy the requirements in this RFB for the submission of Bids. No Bidder shall claim the existence of any contract for the Services with the BOE by reason of submitting a Bid alone. Awarding of the Agreement for the Services shall not be deemed to have occurred unless and until a written Agreement for the Services is executed by the Bidder selected as "Contractor," and duly executed on behalf of the BOE.

- D. 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.

- E. 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 the Services; or which purports to alter any Bid Form terms, the terms of the form of contract appended as Exhibit D; 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 a Bidder.
- F. Unbalanced Bids and/or Excessive Line-Item Prices. The BOE reserves the right to reject any Bids which, in the sole opinion of the BOE, are materially unbalanced. A Bid may be considered materially unbalanced if the pricing for any individual line item or component of the Bid is significantly above or below the estimated cost of performing that portion of the Services, regardless of whether the total Bid amount is the lowest received. In addition, if the BOE awards any Agreement for the Services, 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.
- G. 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 in connection with the RFB, and to award the Agreement for the Services or any part thereof to a Bidder other than the 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 **October 7, 2026, beginning at 10:00 a.m.**, at the Torrington Administration Building, 50 Major Besse Drive, Fourth Floor, Torrington, CT 06790. 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 **12:00 p.m. EST, on October 14, 2026**, to be given consideration. Responses to all RFIs will be provided by a written Addenda published by **October 19, 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 **October 19, 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 addendum. 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 the Agreement for the 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 the Agreement for the Services to the Bidder selected as 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 award the Agreement for the Services (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. All communications regarding this RFB shall be directed exclusively to the Director of Facilities as specified in the Requests for Information section above.

BACKGROUND CHECKS

The 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, the selected Bidder 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. The Contractor shall bear all costs associated with such background checks. No employee of the Contractor shall be permitted to perform Services at any Facility until the required background check has been completed and the results have been reviewed and approved by the Contractor.

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 the Services, all commodities, work, materials, or equipment provided by such Bidder as part of the Services shall comply in every respect with the laws, specifications, and requirements of the City of Torrington, State of Connecticut, and the United States government, including but not limited to the Connecticut General Statutes, the Connecticut State Building Code, applicable elevator codes and regulations, OSHA regulations, and all applicable municipal ordinances of the City of Torrington, and that the Bidder (as Contractor) shall comply with the provisions of the Connecticut Fair Employment Practices Law. The Contractor shall obtain and maintain all licenses, permits, and certifications required to perform the Services, including all elevator contractor licenses required by the State of Connecticut.

INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Contractor awarded the Agreement for the 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 “**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 the Agreement between the Contractor and the BOE, or breach of contract by the Contractor, its subcontractors, or other persons 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, losses, or expenses (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 by the Contractor, or the condition of the Services, and (2) 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. The 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 its own expense. At the completion of the term of the 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 the Agreement.

- C. It is the responsibility of the Contractor 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.

INSURANCE

- A. The Contractor awarded the Agreement for the 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 D 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 the 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, and contractual liability. The policy shall include coverage for elevator maintenance operations.
 - 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 this RFB for 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 the Contractor has satisfied the insurance coverage requirements in this RFB shall be filed with the District's Director of Finance, within ten (10) days after the Agreement for Services between the BOE and Contractor has been executed by all parties.
- D. The certificate of insurance must name the Torrington Board of Education, 50 Major Besse Drive, Torrington, CT, and the City of Torrington, its subsidiaries, employees, volunteers, directors, and officers as additional insureds, and be filed with the District's Director of Finance and Director of Facilities prior to the commencement of Services. Renewal Certificates of Insurance must be mailed to the Director of Finance 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 the selected Bidders to enter into such security arrangements as are deemed necessary to protect the BOE, its property, and its goods.

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 involved in the Contractor's performance of the Services or to indicated articles and/or materials satisfactory to the BOE in the 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 a Bidder becomes aware.

PERMITS

The Contractor awarded the Agreement for the Services shall obtain, and maintain, at its own expense, all permits, licenses, and certifications that are required to perform the Services including but not limited to elevator permits, elevator contractor licenses, and any other permits required by the State of Connecticut, the City of Torrington, or any other governmental authority having jurisdiction. The Contractor shall be solely responsible for all fees associated with such permits, licenses, and certifications.

SAFETY

- A. **Occupational Safety and Health Act of 1970 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, and all applicable elevator safety codes and standards, including ASME A17.1 and ASME A17.2.
- 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.

- E. The Contractor shall maintain a written safety program and shall provide a copy to the BOE upon request. The Contractor shall ensure that all of its employees and subcontractors performing Services at the Facilities are properly trained in safety procedures, including procedures for working in and around occupied school buildings. The Contractor shall immediately report to the Director of Facilities any accident, injury, or hazardous condition occurring at any Facility. The Contractor shall comply with all District policies regarding toxic substances and hazardous materials, including asbestos management plans.

SUBCONTRACTORS

The Contractor shall not subcontract any portion of the Services without the prior written consent of the BOE or its designated agent. Any approved subcontractor shall be subject to all of the terms and conditions of the Agreement, this RFB, and all applicable laws and regulations. The Contractor shall be solely responsible for the acts and omissions of its subcontractors and their employees and agents. The use of subcontractors shall not relieve the Contractor of any of its obligations under the Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

- A. The selected 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 the 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.
- B. Pursuant to Connecticut General Statutes Section 4a-60 and except as provided in section 10a-151i of the General Statutes, every contract to which a state agency or political subdivision of the state, including a municipality or quasi-public agency, is a party to shall contain the following provisions:
 - (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the

laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of Connecticut General Statutes Section 4a-60 and Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of Connecticut General Statutes Sections 4a-60 and 46a-56.

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.

I. DESCRIPTION OF THE SERVICES:

A. Covered Facilities

The Contractor shall provide full service elevator maintenance for elevator(s) at the following Facilities:

1. **Torrington High School/Middle School/Central Offices, 50 Major Besse Drive:** 4 Kone MonoSpace elevators (Model 45074369 KCM831, Model 45074370 KCM831, Model 45074371 KCM831, Model 45074372 KCM831) plus 1 Savaria Wheelchair Lift (V1502, Part No. 000692)
2. **Torrington Intermediate School, 295 East Pearl Road:** 1 Otis Hydraulic Passenger Elevator
3. **Torrington Elementary School, 800 Charles Street:** 1 Kone Hydraulic Passenger Elevator
4. **Southwest Elementary School, 340 Litchfield Street:** 1 Otis Hydraulic Passenger Elevator
5. **FAST Academy, 500 Migeon Avenue:** 1 Kone Hydraulic Passenger Elevator
6. **Vogel-Wetmore Elementary, 68 Church Street:** 1 Kone Hydraulic Passenger Elevator

B. General Requirements

The Contractor shall be responsible for:

1. Providing full service maintenance that includes inspection, housekeeping/cleaning, lubrication, adjustment, repair and replacement of worn parts, call back and emergency call back service, safety tests and inspections all as more particularly described herein.
2. Maintaining the elevator in accordance with the original equipment manufacturers (OEM) specifications.
3. Furnishing all labor, transportation, equipment, materials, parts, tools, supplies, supervision, and management.

4. Maintaining elevator as hereinafter described, using technicians trained, licensed and qualified in the proper maintenance of the appropriate elevator type. These technicians will be qualified to keep the equipment properly adjusted, and shall use all reasonable care to maintain the elevators in proper and safe operating condition.
5. Ensuring elevators receive services necessary to meet the safety and operating standards of the latest edition and/or revisions of the American Society of Mechanical Engineers (ASME) "Guide for Inspection of Elevators"; "Safety Code for Escalators and Elevators".
6. Keeping the elevator maintained to operate at the OEM speed, keeping the original performance time, including acceleration and retardation as designated and installed by the elevator manufacturer. Door operation will be adjusted as required to maintain optimum door opening and door closing times, within legal limits.
7. Providing recommended solutions to accurately determine the maintenance needs for individual units at each Facility.
8. Providing call-back services on a twenty-four hour, seven days a week schedule (24/7).
9. Contractor shall immediately notify the District's Director of Facilities (the "Director of Facilities") of any condition which the Contractor discovers that may present a hazard to either the elevator or passengers.
10. Any workspace assigned to the Contractor by the District will be kept clean and in orderly condition.
11. Contractor shall maintain a record of non-emergency maintenance items in need of correction that come to the Contractor's attention, and shall provide a list to the Director of Facilities for necessary corrective action during routine visits.
12. Check In Requirements
 - a. All Contractor personnel shall sign in and sign out, where directed by the District's Facility staff, each time a visit is made to a Facility.
 - b. Contractor shall provide a work order indicating: description of the service to be performed; elevator site; and order of work that is scheduled to be performed that day.
 - c. Failure to sign in or sign out will be proof that service was not performed.

C. Terms and Conditions for Vogel-Wetmore School Only

1. All Services apply to Vogel-Wetmore Elementary School, unless and until such Services are terminated by the District in accordance with the Agreement.
2. Due to the age and condition of the Vogel-Wetmore elevator, the Contractor acknowledges that: (a) parts may be difficult to obtain or unavailable; (b) service frequency may exceed that required for other Facilities; and (c) equipment may require

more extensive monitoring.

3. The BOE reserves the right to terminate the Services for the Vogel-Wetmore school only, upon thirty (30) days' prior days written notice to the Contractor. Any such termination shall have no effect on and shall not apply to the Agreement as it pertains to the Facilities other than the Vogel-Wetmore school.

D. Exclusions

The Contractor will not be required to bear the cost of replacement of parts or repairs necessitated by reason of negligence or misuse of the equipment by persons other than the Contractor, his/her representatives and employees, except ordinary wear and tear.

The Contractor shall not be required to install new attachments such as may be recommended or directed by insurance companies, or by federal, state, municipal or other government authorities.

In addition, the following items are specifically excluded:

1. The refinishing, repairs to and/or replacement of the elevator cab, hoist way door panels and frames and sills, buried piping, cylinders and plungers for hydraulic elevators.
2. Power wiring upstream of the main disconnect switch.

E. Site Conditions

1. Contractor shall notify the Director of Facilities in writing, of any defects or repairs required to the elevator which the Contractor does not consider to be its responsibility under the terms of the Agreement.
2. The Contractor shall furnish the Director of Facilities with a written estimate of the cost to correct such defects.
3. Following receipt of a written estimate, the District will make the final determination concerning the responsibility for such defects, corrections or repairs.
4. Any repairs that are not the Contractor's responsibility under the Agreement but will be performed by the Contractor will be compensated at the hourly labor rates set forth in the Agreement and the Contractor's costs for part(s) plus a markup of fifteen percent (15%).

F. Initial Assessment

The Contractor shall inspect each elevator maintained by a different contractor immediately prior to the Term of the Agreement to identify whether there are any components in violation of the State of Connecticut, Bureau of Elevators, regulations and codes. If violations are found, the Contractor shall submit in writing detailed information identifying the repairs necessary to comply with the elevator code to the Director of Facilities no later than sixty (60) days after the first day of the Term of the Agreement.

Following receipt of the list, the District determine which repairs are necessary for the safe operating condition of the elevator. The Director of Facilities may consult with the State of Connecticut, Bureau of Elevators to verify required repairs.

Any needed repairs may be bid separately from the Agreement.

G. Preventive Maintenance

The Contractor shall perform preventive maintenance for each elevator at a minimum of once per-month. The Contractor shall place a maintenance schedule in each elevator equipment room to be available for review by all appropriate District personnel. The maintenance schedule will contain at a minimum: building name, elevator manufacturer, elevator serial numbers, model number (s), examination frequency, examination date and hours.

The Contractor shall at a minimum perform the following as part of the maintenance of each elevator:

1. Keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to ensure smooth and satisfactory operation.
2. Examine and make necessary adjustments or repair to the following accessory equipment including re-lamping of signal equipment: hall lanterns; car and corridor position indicators; car stations; traffic director station; electric door operators; intercom systems; emergency telephone; interlocks; door hangers; safety edges; light emitting diode (LED).
3. Treat motor windings as needed, with proper insulating compound as recommended by the manufacturer of the motor for the system.
4. Ride each car; check operation of car and hatch doors; test controls, safety devices, push buttons, lights, also acceleration, deceleration, floor stops and brake action. Make repairs or corrections as necessary.
5. Inspect controllers, selectors, selector drives, governors, machinery, sheaves, worm and gear motor, brake, selector of floor controllers. Lubricate as required.
6. Inspect and wipe clean all motors, machinery, controllers, selectors, relays, connectors, contacts and generators and hydraulic components.
7. Empty drip pans, discard oil and check oil reservoir oil level.
8. Inspect and lubricate machinery, contacts, linkage and gearing.
9. If rails are lubricated, check conditions and lubrication. Service lubricators.
10. Clean and inspect machine room, remove litter, dust and oil from all machine room equipment.

11. Clean trash from pit and empty drip pans, examine plunger seals, and correct any excess leakage.
12. Check condition of car switch handle; replace emergency release glass if required.
13. Check governor and tape tension sheave lubrication.
14. Replace all burned out lamps, in cars, machine room, pit, hall lanterns, etc.
15. Check door operation, clean lubricate and adjust brakes, checks, linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams and door closer.
16. Inspect hoist-way and pit. Clean and lubricate equipment as required. Service guide rail lubricators.
17. Observe operation of motor and pump, oil lines, tanks, controls, plunger, packing, etc. Adjust or repair as required.
18. Test manual and emergency controls.
19. Check packing glands of valves and cylinder and tighten to prevent loss of fluid.
20. Visually inspect controller contacts and relays. Check adjustment and replace contacts as required.
21. Clean lubricate, check door brake, operation of door checks, check keyways, set screws contacts, etc.
22. Observe operation of signal system.
23. Check locking bar operation (where used) and lubricate as required.
24. Check sill filler operation and lubricate as required.
25. Check selector. Clean, adjust and lubricate brushes, commutator, dashpots traveling cables, chain, pawl magnets, wiring, contacts, relays, tape drive and broken tape switch.
26. Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits.
27. Inspect inside of cab. Test telephone or intercom system, normal and emergency lights, fan, emergency call system, alarm, car station. Make needed repairs.
28. Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.

29. Observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys. Check load weighing device and dispatching time settings. Clean, adjust and lubricate and necessary.
30. Check oil level in car and counter weight oil buffers and add oil as required.
31. Check brushes and commutators. Inspect commutators for finish, grooving eccentricity and mica level. If required, clean turn, or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.
32. Check and adjust, car ventilation system, position indicators, director stations, hall and car buttons, hall lanterns this car up signs.
33. Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets and inductors. Repair and/or adjust for proper leveling.
34. Check hoist way doors. Clean lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.
35. Clean, adjust and lubricate car door or gate tracks, pivots. Hangers on hoist way doors, clean lubricate and adjust tracks, hangers and eccentrics linkages jibs and interlocks.
36. Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
37. Inspect hoist reduction gear brake and brake drum, drive sheave and motor and any bearing wear.
38. In the car, test alarm bell system. Clean light fixtures, inspect, clean and adjust retiring cam devices, chain, dashpots, commutators, brushes, cam pivots, set screw, switches, etc. Check adjustment of car and counter weight jibs, shoe or roller guides, lubricate and adjust, if necessary.
39. In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty and clean oil drip pans. Clean and examine governor rope, replace if needed. (Do not lubricate governor rope).
40. Check controller. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, etc., Adjust and lubricate. Check and lubricate all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
41. In hoist way, examine guide rails, cams and fastenings. Inspect and test limit and terminal switches. Check and car shoes, jibs or roller guides. Adjust or replace as required.

42. Clean all overhead beams, cams, sheaves, sills, bottom of platform, car tops, counterweights and hoist way walls.
43. Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
44. Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.
45. On tape drives, check hitches and broken tape switch.
46. Check and clean car stile channels for bends or cracks, also car frame, cams, supports and car steadying plates.
47. Lubricate moving part of vertical rising or collapsing car gates. Check pivot points, sheaves, guides and track wear.
48. Lubricate guide shoe stems.
49. Check governor and tape sheave fastenings.
50. For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts.
51. Check fastenings and operation of door checks, interlocks, clean and lubricate pivot points as required.
52. Examine, clean with a nonflammable or high flash point solution, and repair as necessary, communicator, brushes, and brush holders of all small control motors and regulators.
53. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, and proper adjustment. Clean, readjust, repair or replace as necessary.
54. Blow out and vacuum clean controller motors and motor generator sets.
55. Remove, clean and lubricate brake cores on brakes, clean linings, if necessary, inspect for wear and adjust.
56. Hoisting Motor and Motor Generator: Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.
57. Check, clean and adjust operation of slow down and limit switches.

58. Examine all moving parts of governor and safety for free operation. Clean and adjust. Perform actual test of safety at slowest operating speed, with no load.
59. Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassembly and readjustment.
60. Clean and lubricate hatch door hangers.
61. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition.
62. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
63. Schedule, coordinate and complete statutory and other equipment tests including but not limited to: Annual no load slow speed test of car and counterweight safeties, governors, and buffers, 1-year annual tests, 5-year, full load, full speed test or car and counterweight safeties, governors and buffers.
64. Group supervisory control systems installed will be inspected. The systems, dispatching scheduling and emergency servicing will be tested and adjusted in accordance with manufacturer's specifications. All work will be performed during other than working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds will be furnished to the Director of Facilities.
65. Emergency Telephone.

Telephone maintenance, testing and repair will be performed with each elevator monthly maintenance schedule. A monthly report will be sent to the Director of Facilities indicating whether the telephone is in or out of service and the date tested.

The District will be responsible for supplying and maintaining the necessary phone line to the elevator equipment room.

Contractor shall be responsible for all programming of phones to new numbers or changes as a result of changes to the District's phone system. Any changes will be at no additional cost to the District and can be completed as part of the next scheduled monthly maintenance.

The District may request that the Contractor replace or install American with Disabilities Act (ADA) compliant telephones. If there is an existing telephone in the elevator, the Contractor shall replace the telephone with an (ADA) Compliant telephone at no additional charge. If there is no telephone installed in the elevator, the Contractor may provide a quote to the Director of Facilities for installation of the same. The quote will be in compliance with the hourly labor rates set forth in the Agreement and shall include the Contractor's costs for part(s) plus a markup of fifteen percent (15%).

66. Housekeeping.

The Contractor shall clean all elevator equipment; equipment in hoist ways; pits and machine rooms. Cleaning will occur at regular intervals sufficient to maintain a professional appearance and preserve the life of the equipment. The cleaning will include at a minimum all elevator guide rails, overhead sheaves, beams and counterweight rails, car tops, bottom of platforms, pits, car door seals, hoist ways, pits, and machine room floors and will take place on a monthly basis at a minimum.

67. Lubricate.

The Contractor shall lubricate machinery and equipment at intervals recommended by the equipment manufacturer or as directed by OEM or industry standards. All lubricants will meet or exceed the minimum requirements specified by the manufacturer of the equipment and shall be furnished by the Contractor. The Contractor shall remove all “drained oils” from the site and dispose at the Contractor’s expense in a manner that is safe to the environment and in conformance with Federal and State of Connecticut environmental regulations.

68. Adjust.

The Contractor shall use qualified individuals and proper diagnostic tools to make all necessary adjustments when the operation of the equipment varies from its normal or originally designed performance standards, as a result of normal wear and use and at regular intervals frequent enough to maintain a smooth quiet ride and optimum operating condition.

69. Repair and Replacement.

The Contractor shall repair and/or replace all items covered under the Agreement as required. Replacement of the items will occur during the course of scheduled maintenance, at a frequency sufficient to prevent an unscheduled elevator shutdown and/or ensure the continued normal operation of the elevator and to extend the useful life of the elevator. Parts redesigned by and recommended as replacement parts by the original equipment manufacturer will be used. Repair and replacement of the following items as part of the Services are the Contractor’s responsibility:

- i. Controllers, dispatching equipment, and solid-state components.
- ii. Door operators, car door hangers, contacts, and protective devices.
- iii. Hoistway door locks, hangers, guides, and closing devices.
- iv. Hydraulic pump motors, pumps, control valves, exposed piping, seals, and packings.
- v. Signal lamps, position indicators, car operating panels, and hall push buttons.
- vi. Guide shoe gibs and rollers.
- vii. Traveling cables.
- viii. Safety devices and governors.
- ix. Hoist ropes (traction elevators).
- x. Drive units and hoist machines.
- xi. Emergency lighting.
- xii. Firemen’s service equipment.

70. Obsolete Parts.

The Contractor shall not be responsible for replacing obsolete components/devices with new components/devices when:

- a. The replacement of the obsolete component/device requires a change in operation or alteration to the elevator.
- b. The actual cost of the new components or devices required, inclusive of freight costs, will exceed \$2,500.00. In the event that replacement of an obsolete component/device meets the above criteria the Contractor shall furnish the Director of Facilities the following information before proceeding with any work: (1) a written confirmation of unavailability of obsolete component/device or replacement parts from the original manufacturer. If original manufacturer is out of business, the Contractor shall provide a written statement that the original manufacturer is out of business and a similar component/device is not available from all recognized sources; (2) a written statement from the Contractor confirming that the original component/device cannot be repaired to ensure safe and proper operation; (3) a written statement from the Contractor detailing the alterations or changes in operation that will be required to replace the obsolete component/device. Note: The above three items can be provided on one letter or statement; and (4) an itemized proposal listing the labor hours and materials required to replace the obsolete equipment and documentation showing that the actual cost of the new components or devices exceeds \$2,500.00.

71. Safety Test and Inspections.

The Contractor shall make safety tests on all safety devices, governors, relief valves, etc. as required. Tests will be conducted as described in the latest edition of the American National Standard Safety Code, in the presence of the appropriate representative from the District.

The Contractor shall promptly correct any defects that may be found in testing and examining the safety devices without any additional charge. Test results will be recorded on forms according to code. The Contractor shall submit a certified copy of the completed test result forms to the Director of Facilities and the State of Connecticut, Bureau of Elevators, within fifteen (15) days after the test is completed.

Periodic inspections including smoke detector test in the shafts, as required by city, county, state, federal government, and/or insurance agencies, or their representatives, will be provided by the Contractor.

H. Call Back Service

The Contractor shall respond to a call from the District to correct any problem and/or condition with an elevator which, in the opinion of the Director of Facilities, needs attention before the Contractor's next scheduled maintenance visit.

The Contractor shall respond to a call back that is not an emergency within a maximum of two (2) hours from the time reported to the Contractor.

I. Emergency call back service

The Contractor shall provide emergency services on a twenty-four hour, seven days a week schedule (24/7). An “emergency call back” is a request from the District, for the Contractor to provide elevator service within 30 (thirty) minutes. The Contractor shall provide the Director of Facilities with an emergency contact phone number.

The following is a list of emergency situations:

- Entrapments
- Single elevators in a building down.
- Two elevators in a building, both down.

J. Running on Arrival

If a call back service request is made on any elevator and that elevator is found to be running on arrival (ROA) when the Contractor arrives at the Facility, it will be treated as any other service call to determine if the elevator is operating properly. The District’s personnel at the Facility shall make every attempt to verify that the elevator is in fact out of service, before the call back service request is made.

K. Scheduled Work

All scheduled maintenance should be performed between the hours of 7:30 a.m. and 4:30 p.m. Monday through Friday, unless alternate hours are agreed upon by the Director of Facilities and the Contractor in writing.

L. Equipment, Wiring and Circuit Changes

The Contractor shall not make changes or alterations to the existing elevator, circuit wiring or sequencing, or alter the original circuit or wiring design of the elevator, without written authorization from the Director of Facilities. If changes or alterations are required, the Contractor shall submit a request in writing to the Director of Facilities. This request will include complete drawings and wiring diagrams as well as a complete description of the proposed changes. Prior to submitting the proposed change to the Director of Facilities, the Contractor shall at its own expense have obtained comments from the original elevator system manufacturer concerning the impact of the change on the overall system. If the changes are made, Contractor shall provide as-built drawings of the modifications to the District.

M. Records and Reporting Requirements

The Contractor shall maintain complete and accurate records of all Services performed for each elevator and provide detailed reports as requested by the District.

1. Maintenance Checklist.
The Contractor shall provide a maintenance checklist for each elevator. The checklist will be placed in each elevator equipment room and be available for review by all appropriate District personnel. The checklist shall contain at a minimum: the facility location; building name, elevator manufacturer, elevator serial numbers, model number (s), maintenance work performed and frequency, examination hours, required safety tests. The checklist will be maintained throughout the year and used as a guide by the mechanic or technician servicing each elevator. The mechanic or technician will initial all work performed on the checklist.
2. Service Log (ASME Maintenance Control Program) and Firefighter's Service Operation.
The Contractor shall maintain on the premises a complete log of all work performed as required by the ASME Maintenance Control Program (MCP) in this Schedule A. The MCP log will be kept in the elevator machine room and will be completed when the Contractor employee checks out with District Facility personnel at the completion of each visit. In addition to the MCP log, a record of findings for firefighter's service operation is required by ASME and will also be kept in the elevator machine room. The Contractor shall train the building maintenance personnel at each Facility on how to perform and document periodic testing of the firefighter's service operation. The Contractor shall deliver to the maintenance personnel the elevator key necessary to test the elevator firefighter's service operation.
3. Oil Usage/Loss Log.
The Contractor shall keep and maintain oil usage and oil loss logs on all elevators. This log will be placed in each elevator equipment room. Monthly reports will be sent to the Director of Facilities. Abnormal loss will be reported to the Director of Facilities as soon as possible.
4. Completion of Service Report.
The Contractor shall submit a service report of work performed at each Facility to the District's Facility personnel prior to the mechanic's or technician's departure for each service visit. This report will contain the following information: Date of Service, Location of Service, Make and Model number of equipment serviced; accurate and complete description of work performed; technician name; arrival time and departure time; work hours spent; manufacturer and manufacturer part number of parts installed; material used and technician signature(s). Failure to comply with any of the above may delay timely payment.
5. Monthly Reports.
Contractor shall maintain a complete electronic record of all maintenance, call backs, repair work for each elevator and provide detailed reports to the Director of Facilities. Reports will be submitted electronically to the Director of Facilities on a monthly basis. At a minimum the reports will contain the following information: Date of Service, Location of Service, Make and Model number of equipment serviced, problem reported by, accurate and complete description of work performed; expected returned to service time and date and/or indicate elevator is in service, technician name; arrival time and

departure time; work hours spent; manufacturer and manufacturer part number of parts installed; material used.

6. **Callback Service Report.**

For all call back service, the Contractor shall submit a callback service report as requested by the Director of Facilities, which report will contain, at a minimum: the building, the state elevator number, the name of person who submitted the service call; the date and time of the service call and the reported problem; the reason for equipment failure and corrective action(s) taken; and the name of the person(s) who performed the repair(s). A list of material and parts used in the repairs, and adjustments made, will be included in all reports.

N. Shut Down Times

1. Maintenance under the Agreement shall provide a constant, high quality service to properly protect elevators from deterioration, and to provide peak constant performance of each elevator resulting in minimal shutdown time for any portion of the system.
2. No more than one elevator per bank will be out of service at one time for maintenance, lubrication and service.
3. Elevator shutdowns are to be scheduled a minimum twenty-four (24) hours in advance. All elevator shutdown or out-of-service requirements requested by the Contractor will be coordinated and approved by the Director of Facilities before any elevator is removed from service.
4. If an elevator may be out of service for more than one hour, the Contractor shall notify the Director of Facilities, including the time the elevator was taken out of service, the reason necessitating that the elevator be taken out of services, and the time the elevator is expected to resume service.
5. The following schedule will be considered maximum shutdown times allowed:

Major Repairs	Completion of work
Cable-hoist, governor, compensating and tail ropes.	Four (4) working days after replacement cables are received.
Brake coils and motor field coils	Five (5) working days
Rewind motor or MG set armature	Eight (8) working days
Turn down and undercut machine commutator	Three (3) working days
Governor repairs	2 working days
Replace motor bearings	4 working days

Minor Repairs	Completion of Work
Replace relay coils	24 Hours
Replace relays	24 Hours
Replace door interlocks	24 Hours
Replace door jibs	24 Hours
Door operator repairs	24 Hours
Repair selector drive tape	24 Hours
Minor Repairs: Completion	Completion of Work
Replace door operator motor	Within 2 working days
Replace Selector Drives motor	Within 2 working days
Replace brake linings	Within 2 working days
Replace pump unit	Within 2 working days
Replace selector drive tape	Within 2 working days

O. Replacement for Burned Out Lamps

Replacements for burned out lamps in all lanterns, push buttons, car and corridor position indicators, direction stations “this car up” signs, cars, machine rooms and pits, and other signal fixtures will be supplied and installed by the Contractor.

P. Spare Parts

The Contractor shall maintain an inventory of spare lending and replacement parts in the Contractor’s warehouse for immediate delivery and installation. The inventory will include but not limited to the following:

1. Lamps, minimum two (2) each type
2. Door operator motors and gear reduction units, for both sides slide and vertical bi-parting doors
3. Transformers and rectifiers for each type and size
4. Relays and switches, minimum one of each type
5. Controller and selector motor (when used), leveling switches, magnets and inductors
6. Selector tapes and selector motor (when used), leveling switches, magnets and inductors
7. Door interlocks
8. Car door safety edges complete each type
9. Car door photoelectric safety device
10. Car door detectors complete to include preamplifiers and power pack
11. Hanger rollers for both car and hall doors
12. Limit Switches and terminal stopping switches
13. Roller guides for cars

14. Electronic tubes for each type and size used
15. Flexible guide shoe jibs
16. Torque wrenches and other small tools
17. Brake magnet, cores, coils and related items for repair of the brake

II. MAINTENANCE CONTROL PROGRAM REQUIREMENTS

As part of the Services, the Contractor shall perform and provide a Maintenance Control Program (“MCP”) for each elevator, and to the extent applicable the wheelchair lift at 50 Major Besse Drive. The MCP for each elevator, and the wheelchair lift as applicable, shall be in hard copy format and kept in the machine room or a location that is accessible to authorized District and Contractor personnel.

A. ASME A17.1. Section 8.6.1.4.1 On-Site Maintenance Records

1. Maintenance Control Program records including:
 - a. a record that shall include the maintenance tasks listed with the associated requirements of ASME A17.1 Section 8.6 identified in the Maintenance Control Program, other tests, examinations and adjustments, and specified scheduled intervals shall be maintained.
 - b. The specified scheduled maintenance intervals shall, as applicable, be based on the criteria given in ASME A17.1 Section 8.6.1.2.1(e)
 - c. MCP records shall be viewable on-site by elevator personnel in hard copy and shall include but not be limited to the following:
 - (1) Site name and address
 - (2) Service provider name
 - (3) Conveyance Identification and type
 - (4) Date of record
 - (5) A description of the maintenance task, interval, and associated requirements of ASME A17.1 Section 8.6
 - (6) Indication of completion of maintenance task
2. Repair and replacement records shall include an explanation of the repair or replacement, date, and name of the person and firm performing the task.
 - a. Repairs (ASME A17.1 Section 8.6-2.1 through 8.6.2.5), including repairs of devices listed in 8.6.4 Maintenance and Testing of Electric Elevators, 8.6.5 Maintenance and Testing of Hydraulic Elevators, 8.6.6 Maintenance and Testing of Elevators With Other Types of Driving Machines, 8.6.7 Maintenance and testing of Special Application Elevators, 8.6.8 Maintenance and Testing of Escalators and Moving Walks, 8.6.9 Maintenance of Moving Walks, and 8.6.10 Maintenance and Testing of Dumbwaiters and Material Lifts.
 - b. Replacements (ASME A17.1 Section 8.6.3.1 through 8.6.3.11 except 8.6.3.7 and 8.6.3.10), including replacement of components and devices listed in 8.6.4 Maintenance and Testing of Electric Elevators, 8.6.5 Maintenance and Testing of Hydraulic Elevators, 8.6.6 Maintenance and Testing of Elevators With Other Types Driving Machines, 8.6.7 Maintenance and Testing of Special Application Elevators, 8.6.8 Maintenance and Testing of Escalators

and Moving Walks, 8.6.9 Maintenance of Moving Walks, and 8.6.10 Maintenance and Testing of Dumbwaiters and Material Lifts.

3. The following additional records shall be kept on-site for each unit. The records shall include the date, the name of the person(s), and the firm performing the task:
 - (1) a record of oil usage;
 - (2) a record of findings for firefighter's service operation required by ASME A17.1 Section 8.6.11.1 with identification of the person(s) performing that performed the operation;
 - (3) Periodic tests (see ASME A17.1 Section 8.6.1.7) shall be documented in accordance with Section 8.6.1.7.2.
 - (4) Written record to document compliance with replacement criteria specified in ASME A17.6 (Section 1.10.1.1(c)).
4. A permanent record of the results of all acceptance tests as required by ASME A17.1 Sections 8.10.1.1.4 and 8.10.1.1.5 shall be kept with on-site records.

B. ASME A17.1 Section 8.6.1.2.2 On-Site Documentation

1. Up-to date wiring diagrams
2. Procedures for inspections and tests not described in ASME A17.1 and procedures or methods required for elevator personnel to perform maintenance, repairs, replacements, and adjustments as follows:
 - (1) Unique maintenance procedures or methods required for inspection, tests, and SIL related device
 - (2) Unique maintenance procedures or methods required for inspection, tests, and replacement of equipment applied under alternative arrangements shall be provided by the manufacturer or Installer
3. Written checkout procedures
 - (1) To demonstrate E/E/PES function as intended (ASME A17.1 Section 8.6.4.19.10)
 - (2) For elevator leveling speed with open doors (ASME A17.1 Section 8.6.4.20.8)
 - (3) For hydraulic elevator over speed valve (ASME A17.1 Section 8.6.5.16.5)
 - (4) For escalator reversal stopping device (ASME A17.1 Section 8.6.8.15.7)
 - (5) For escalator handrail retarding force (ASME A17.1 Section 8.6.8.15.13)
4. Written procedures for
 - (1) Evacuation procedures for elevators by authorized persons and emergency personnel shall be available on-site (ASME A17.1 Section 8.6.11.5.2)
 - (2) The procedure for cleaning of car and hoist way transparent enclosures by authorized persons (ASME A17.1 Section 8.6.11.4.2)

C. ASME A17.1 Section 8.6.1.4.2 Documentation

A record of call backs shall be maintained and shall include the description of reported trouble, dates, time, and corrective action(s) taken that are reported by any means to elevator personnel. Records shall be maintained and stored with all other records and logs. Records shall indicate the name of the firm and the person performing the tasks. These records shall be retained on site for a period of not less than five years from the installation date.

III. ADDITIONAL TERMS AND CONDITIONS:

A. Staffing

The Contractor shall provide adequate staffing to ensure that the full service maintenance program required under the Agreement is fully and completely performed and respond to call backs within the time frames specified in this Schedule A. Staffing will be adequate to cover all Facility locations during the standard hours of operation. Sufficient manpower will be required to meet requirements of this Schedule A and the Agreement, including without limitation, maintenance, emergency service, and response to trouble calls for all elevators during regular working hours.

B. Invoicing

The Contractor shall comply with the District's requirements for the submission of invoices for Services performed. Invoices should reference service periods and date(s) of service, location of service, description of work performed, be itemized by preventative maintenance Services completed, and labor hours and labor rate (if applicable), as well as manufacturer and manufacturer part number, and part unit pricing. A legible copy of signed Elevator Service Reports shall also be submitted with the invoices. Failure to comply with any of these requirements may delay payment. Contractor may invoice the District on a quarterly basis if the District requests and approves quarterly billing option.

C. Third Party Inspection

The District reserves the right to have a qualified third-party of its choice inspect the maintenance work being performed by the Contractor. This inspection cost will be paid by the District. The third-party inspection (if used by the District may generate a punch list of items to be completed by the Contractor.

The District shall provide written notice to the Contractor of any items to be completed. Safety or code violations will be corrected immediately by the Contractor. Other punch list items will be completed within thirty (30) days at no additional cost to the District. The third-party inspector's decision regarding compliance will be considered final. In the event that the Contractor does not complete items within the stated timeframes, the District, may at its sole discretion, have the necessary items completed by an alternate source and all costs incurred will be the responsibility of the Contractor. The District shall provide an itemized list of necessary labor and materials provided by the alternate source.

D. Performance

The Contractor shall provide a credit against compensation otherwise payable under the Agreement for any month in which the Contractor does not perform the required scheduled maintenance service for any or all of the Facilities.

E. Subcontractors

The District must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any of the Services. The Contractor shall be responsible for all payment of fees charged by the subcontractor(s).

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 Elevator Maintenance Services issued on September 29, 2026 (“RFB”), the undersigned, Bidder proposes and agrees, if this Bid is accepted by the BOE, to enter into a contract with the BOE in the form included in the RFB (“Agreement”) to perform and furnish for the Torrington Public Schools District (“District”), all work and services described as the Services in the RFB (“Services”) within the times set forth in the RFB and the Agreement, 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.

A. BASE BID AMOUNTS

1. Base Bid Amount – All Facilities Except Vogel-Wetmore (Lump Sum Annual Pricing):

Bidder proposes the following lump sum annual fees for the Services for all District facilities except the Vogel-Wetmore school, for each year of the three-year Term of the Agreement.

Agreement Year 1: (\$ _____)
Agreement Year 2: (\$ _____)
Agreement Year 3: (\$ _____)

The foregoing proposed lump sum annual price for each of year of the Agreement is attributable to the Services for each Facility during each of year of the Agreement, as follows:

1. Torrington High School/Middle School/Central Offices, 50 Major Besse Drive	Agreement Year 1: (\$ _____)
	Agreement Year 2: (\$ _____)
	Agreement Year 3: (\$ _____)
2. Torrington Intermediate School	Agreement Year 1: (\$ _____)
	Agreement Year 2: (\$ _____)
	Agreement Year 3: (\$ _____)
3. Torringtonford Elementary School	Agreement Year 1: (\$ _____)
	Agreement Year 2: (\$ _____)
	Agreement Year 3: (\$ _____)

4. Southwest Elementary School	Agreement Year 1: (\$ _____) Agreement Year 2: (\$ _____) Agreement Year 3: (\$ _____)
5. FAST Academy	Agreement Year 1: (\$ _____) Agreement Year 2: (\$ _____) Agreement Year 3: (\$ _____)

2. Base Bid Amount - Vogel-Wetmore Pricing (Monthly Pricing)

Bidder proposes the following monthly fee for the Services for only the Vogel-Wetmore school, for each year of the three-year Term of the Agreement:

Agreement Year 1: (\$ _____)
Agreement Year 2: (\$ _____)
Agreement Year 3: (\$ _____)

B. PROPOSED PRICING FOR EXTENSION PERIODS

Bidder proposes the following pricing for the Services during the Extension Periods if the Term of the Agreement is extended in accordance with Section 3.B in the form of Agreement in the RFB.

1. All Facilities Except Vogel-Wetmore (Extension Period Lump Sum Annual Pricing):

Bidder proposes the following lump sum annual fees for the Services for all District facilities except the Vogel-Wetmore school during the Extension Periods:

First Extension Period: (\$ _____)
Second Extension Period: (\$ _____)

The foregoing proposed lump sum annual price for each Extension Period is attributable to the Services for each Facility during each Extension Period, as follows:

1. Torrington High School/Middle School/Central Offices, 50 Major Besse Drive	First Extension Period: (\$ _____) Second Extension Period: (\$ _____)
2. Torrington Intermediate School	First Extension Period: (\$ _____) Second Extension Period: (\$ _____)
3. Torrington Elementary School	First Extension Period: (\$ _____) Second Extension Period: (\$ _____)
4. Southwest Elementary School	First Extension Period: (\$ _____) Second Extension Period: (\$ _____)
5. FAST Academy	First Extension Period: (\$ _____) Second Extension Period: (\$ _____)

2. Vogel-Wetmore Pricing (Extension Period Monthly Pricing):

Bidder proposes the following monthly fees for the Services for only the Vogel-Wetmore school, during the Extension Periods:

First Extension Period: (\$ _____)
Second Extension Period: (\$ _____)

C. HOURLY LABOR RATES

For all labor required for additional services not within the scope of the Services and/or Services for which the Contractor is to be compensated on the basis of time spent at hourly rates pursuant to the terms of the Agreement, the compensation for labor for services during the initial Term of the Agreement and during the Extension Periods shall be based on time spent at the hourly rates set forth below (the “**Hourly Labor Rates**”). The Hourly Labor Rates represent all-inclusive prices per hour and include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel time, training, holidays, illness, medical leave time, general and corporate supervision and management expenses, overhead and profit, legal costs, and accounting costs.

1. Initial Term Hourly Labor Rates

Position	Regular-Time Rate	Overtime/Premium Time Rate
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

2. Extension Periods Hourly Labor Rates

Position	Regular-Time Rate	Overtime/Premium Time Rate
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

D. BIDDER REPRESENTATIONS

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 five (5) days after the date of acceptance, 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 sites of the Facilities 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, including those relating to the disposition of bid security. This Bid will remain subject to acceptance by the BOE and District for sixty (60) days after the Bids are opened. Bidder will sign and deliver the required number of counterparts of the Agreement along with the required performance bond and other documents as required in the RFB within five (5) days after the Agreement is presented by BOE and District to the Bidder for signature.

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 the Services 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 them 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: _____

E. REFERENCES

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

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

F. BID CONTENTS

The following documents are attached to and made a part of this Bid:

(1) This Bid Form

(2) Completed and executed Non-Collusion Affidavit

(3) Executed Bid Bond

(4) A detailed list of the Bidder's qualifications, experience, and references, including at least three (3) references from public school districts or municipal clients for whom the Bidder has performed similar elevator maintenance services within the past five (5) years.

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 the BOE 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 BOE and the 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.

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 elevator 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. 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

STANDARD BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS, That we _____ (hereinafter "Principal"), as principal, and, _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Connecticut, as surety, are held and firmly bound unto the **Torrington Board of Education**, as Obligee, in the penal sum of ten (10) percent of an amount equal to the cumulative sum of the Base Bid Amounts set forth in a bid hereinafter mentioned, lawful money of the United States of America, for the payment of which, well and truly to be made to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted a bid to the Obligee related to a contract for district-wide elevator maintenance services for the Torrington Public School District, in accordance with the Obligee's Request for Bids for District-Wide Elevator Maintenance Services.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with the Torrington Board of Education and give the required bond, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026

Principal: _____ (Name of Contractor)
By _____ (Contractor as Principal)
Name: _____ (Print Name)
Title: _____

Surety: _____ (Name of Surety)
By _____
Name: _____ (Print Name)
Title: _____

EXHIBIT D
Form of Contract

ELEVATOR 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**”).

WITNESSETH:

WHEREAS, the Board is responsible for the operation and maintenance of the Torrington Public School District (“**District**”) and requires district-wide elevator maintenance services for the Facilities (as defined herein) to ensure the safe and reliable operation of all elevator equipment in the District; and

WHEREAS, the Board desires to retain elevator maintenance services (the “**Services**”) for the District from the Contractor, which Services are set forth with greater particularity in **Schedule A to Exhibit 1** to this Agreement, based on the Contractor’s representations of its qualifications, experience, and 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 of the Board and the District, including without limitation the Contractor’s qualifications and ability relating to compliance with ASME A17.1 Safety Code for Elevators and Escalators;

WHEREAS, the Contractor agrees to perform the Services pursuant to the terms and conditions set forth in this Agreement and all exhibits and schedules attached hereto and incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

13. **ENGAGEMENT OF CONTRACTOR**

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

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

5. 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].

14. SERVICES TO BE PERFORMED

8. The Contractor shall perform the Services as described in and required by Torrington Board of Education Request for Bids dated September 29, 2026 and all addenda thereto (the “**RFB**”), a copy of which is appended hereto as **Exhibit 1** and which is incorporated herein by reference. All terms and conditions in the RFB are hereby incorporated and made a part of this Agreement, as if fully set forth herein. The Contractor shall perform the Services in a professional and timely manner in accordance with the terms and requirements of this Agreement. 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 its 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.

9. The Contractor shall perform Services at the following Facilities (check all that apply):

- ☐ Torrington High School/Middle School/Central Offices – 50 Major Besse Drive
(5 units: (4) elevators, and (1) wheelchair lift)
- ☐ Torrington Intermediate School – 295 East Pearl Road (1 elevator)
- ☐ Torringtonford Elementary School – 800 Charles Street (1 elevator)
- ☐ Southwest Elementary School – 340 Litchfield Street (1 elevator)
- ☐ FAST Academy – 500 Migeon Avenue (1 elevator)
- ☐ Vogel-Wetmore Elementary School – 68 Church Street (1 elevator)

10. 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.

11. The Contractor agrees that all of Contractor’s personnel performing the Services at the Facilities shall: (1) comply with all local, state and federal laws, rules and regulations; (2) be licensed as required under applicable Connecticut statutes and regulations to perform the Services and/or to operate equipment required for the Services. The Contractor shall provide to the Director of Facilities a list of all the Contractor’s personnel assigned to perform Services, with each such person’s Connecticut driver’s license number and trade contractor number, prior to any such person performing any of the Services, and shall update such list promptly upon any change in personnel.

12. The Contractor shall comply with all applicable laws including, without limitation, Connecticut General Statutes Section 10-222c, as applicable. The Contractor shall perform (or cause to be performed), with respect to all of its employees, agents, and representatives, and all employees, agents, and representatives of its subcontractors and sub-subcontractors, who will be physically present at any of the Facilities, appropriate background checks, including at a minimum a search of 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 Families. The Contractor shall bear all costs associated with such background checks. No employee of the Contractor or any subcontractor shall be permitted to perform Services at any Facility until the required background check has been completed and the results have been reviewed and approved by the Contractor. The Contractor shall provide written certification to the Director of Facilities, upon request, that all required background checks have been completed and that no disqualifying information was found for any person performing Services at the Facilities.

13. The Parties agree that Contractor is engaged 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 (including the Term as it may be extended by the First Extension Period and the Second Extension Period in accordance with Section 3.B), be that of an independent contractor. Neither the Contractor nor its employees, officers, members, shareholders, or agents shall 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. The Contractor shall be solely responsible for the payment of all wages, benefits, taxes, and other obligations relating to the Contractor's employees and subcontractors.

14. In performing the Services and otherwise performing its duties and obligations under and/or arising out of this Agreement, Contractor shall at all times ensure that the Services are performed in accordance with the highest standards of professional ethics and competence, that all Services are performed by qualified and experienced personnel in a workmanlike manner, and that all the Contractor's employees and officers, and its subcontractors (if any), observe the highest standards of professional and ethical conduct 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.

15. The Board may, from time to time, request changes to the scope of the Services to be performed by the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall not be effective unless and until mutually agreed upon by and between the Board and the Contractor in a written amendment to this Agreement signed by both Parties.

15. TERM OF AGREEMENT

72. The term of this Agreement shall commence on the Effective Date and shall end on [REDACTED] 11:59 p.m. (the "**Term**"), unless (i) earlier terminated by the Board in accordance with this Agreement, or (ii) earlier terminated by mutual agreement of the Parties through a written amendment to this Agreement.

73. Option to Extend. The Board shall have the right and option to extend the Term for up to two (2) additional one-year periods, including a first extension period beginning on [REDACTED], 2029 through [REDACTED], 2030 ("**First Extension Period**"), and a second extension period beginning on [REDACTED], 2030 through [REDACTED], 2031 ("**Second Extension Period**"). The Board may exercise its option and right to extend the Term for First Extension Period 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 initial Term. The Board may exercise its option and right to extend the Term for the Second Extension Period, no later than one hundred twenty (120) calendar days prior to the last day of the First Extension Period. If the Board exercises its option(s) and right(s) under this Section 3.B, the District

shall pay compensation to the Contractor in accordance with Section 4.C and 4.D for the Contractor's performance of the Services and its obligations under this Agreement during the First Extension Period and the Second Extension Period, as applicable.

16. COMPENSATION

5. Compensation for Services for All Facilities Except Vogel-Wetmore.

During the initial Term of this Agreement, the Contractor shall be compensated for its performance of the Services for all Facilities except the Services for the Vogel-Wetmore school (excluding Services to be compensated on the basis of Hourly Rates in accordance with Section 4.D) and for performance of its related obligations under this Agreement during the initial Term, as follows:

5. during the first calendar year of the Term beginning on the Effective Date and ending _____ ("**First Term Year**"), the District shall pay the Contractor the sum of _____ (\$_____) per annum, in current funds for the Contractor's performance of this Agreement during the First Term Year;
6. during the second calendar year of the Term beginning on _____ and ending _____ ("**Second Term Year**"), the District shall pay the Contractor the sum of _____ (\$_____) per annum, in current funds for the Contractor's performance of this Agreement during the Second Term Year;
7. during the third calendar year of the Term beginning on _____ and ending on _____ at 11:59 p.m. ("**Third Term Year**"), the District shall pay the Contractor the sum of _____ (\$_____) per annum, in current funds for the Contractor's performance of this Agreement during the Third Term Year;

6. Compensation for Services for Vogel-Wetmore School

During the initial Term of this Agreement, the Contractor shall be compensated for its performance of the Services for only the Vogel-Wetmore school (excluding Services to be compensated on the basis of Hourly Rates in accordance with Section 4.D) and for performance of its related obligations under this Agreement during the initial Term, as follows:

- F. during the **First Term Year**, the District shall pay the Contractor the sum of _____ (\$_____) per month in current funds;
- G. during the **Second Term Year**, the District shall pay the Contractor the sum of _____ (\$_____) per month in current funds; and
- H. during the **Third Term Year**, the District shall pay the Contractor the sum of _____ (\$_____) per month in current funds.

7. Subject to Section 3.B above, if and to the extent the Board exercises its rights and option(s) to extend the initial Term of this Agreement, the Contractor shall be compensated for its performance of the Services (excluding Services to be compensated on the basis of Hourly Rates in accordance with Section 4.D) and its obligations under this Agreement as follows:

- (1) during the First Extension Period, the District shall pay the Contractor the sum of _____ (\$_____) per annum in current funds, for the Contractor's performance of the **Services for all Facilities except Vogel-Wetmore Elementary School** and the Contractor's related obligations under this Agreement;
- (2) during the Second Extension Period, the District shall pay the Contractor the sum of _____ (\$_____) per annum in current funds, for the Contractor's performance of the **Services for all Facilities except Vogel-Wetmore Elementary School** and the Contractor's related obligations under this Agreement;
- (3) during the First Extension Period, the District shall pay the Contractor the sum of _____ (\$_____) per month in current funds, for the Contractor's performance of the **Services for only the Vogel-Wetmore Elementary School Facility** and performance of the Contractor's related obligations under this Agreement;
- (4) during the Second Extension Period, the District shall pay the Contractor the sum of _____ (\$_____) per month in current funds, for the Contractor's performance of the **Services for only the Vogel-Wetmore Elementary School Facility** and performance of the Contractor's related obligations under this Agreement;

8. Compensation for Additional Work and Services. For all labor required for additional services outside the scope of the Services as defined in Schedule A to Exhibit 1, and/or Services for which the Contractor is to be compensated on the basis of time spent at hourly rates pursuant to this Agreement, compensation to the Contractor for such labor shall be as follows:

- (1) during the initial Term of this Agreement, the District shall compensate the Contractor for such labor based on time spent at the "**Initial Term Hourly Labor Rates**" set forth in the Contractor's Bid (Exhibit 2); and
- (2) during the First Extension Period and/or the Second Extension Period, the District shall compensate the Contractor for such labor based on time spent at the "**Extension Periods Hourly Labor Rates**" set forth in the Contractor's Bid (Exhibit 2)

(collectively the "**Hourly Labor Rates**"). The Hourly Labor Rates represent all-inclusive prices per hour and include, without limitation, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel time, training, holidays, illness, medical leave time, general and corporate supervision and management expenses, overhead and profit, legal costs, and accounting costs.

Compensation to the Contractor for materials and parts required for work compensated at Hourly Labor Rates and/or for materials and parts which the Contractor is **not** required to furnish and provide as part of the Services for no additional compensation, shall be at the Contractor's actual cost plus a markup of fifteen percent (15%).

9. Invoicing. The Contractor shall submit monthly invoices to the Board and District no later than thirty (30) days prior to date payment under any such invoice is due. Each invoice shall include a detailed description of the Services performed during the applicable period. The Contractor's invoices shall be in a form acceptable to the Director of Facilities and shall set forth the Services performed and the tasks completed for which payment is requested. The Director of Facilities may, prior to the District making any payment under this Agreement, require the Contractor to submit to it such additional

information and/or documentation as it may deem necessary to verify the Services performed and the amounts invoiced; provided that no payment shall be due and payable to the Contractor unless and until the Director of Facilities has approved the Contractor's invoice for any such payment.

10. Service-Level Credits. The Contractor shall provide a credit against compensation otherwise payable under this Agreement for each instance in which the Contractor fails to meet the service-level requirements set forth in this Agreement, including without limitation those set forth in Exhibit 1, as follows:

1. Failure to Perform Scheduled Maintenance. If the Contractor fails to perform scheduled monthly preventive maintenance for any elevator at any Facility during any calendar month which is required as part of the Services, the Contractor shall provide a credit against compensation otherwise payable by the District under this Agreement as follows:
 - (i) if the Facility is a Facility other than the Vogel Wetmore Elementary School, the Contractor shall credit the Board an amount equal to the pro-rata monthly share of the applicable annual compensation set forth in Section 4.A or Section 4.C(1) or (2) which is attributable to that Facility for such month, which pro-rata monthly share shall be calculated by dividing by twelve (12) the annual Compensation attributable to the applicable Facility during the applicable calendar year of the initial Term, the First Extension Period, or the Second Extension Period; or
 - (ii) if the Facility is the Vogel Wetmore Elementary School, the Contractor shall credit the Board an amount equal to the monthly Compensation amount set forth in Section 4.B or Section 4.C(3) or (4) which is applicable to the calendar month that preventative maintenance Services were not provided as required by this Agreement.
2. Failure to Meet Emergency Response Time. If the Contractor fails to respond to an emergency callback within thirty (30) minutes of notification on more than two (2) occasions during any calendar quarter during the Term of this Agreement (including the Term as it may be extended by the First Extension Period and the Second Extension Period), the Contractor shall credit the Board an amount equal to five hundred dollars (\$500.00) for each additional subsequent occurrence during that quarter in which the Contractor fails to respond to an emergency callback within thirty (30) minutes of notification.
3. Failure to Meet Non-Emergency Response Time. If the Contractor fails to respond to a non-emergency callback within two (2) hours of notification on more than three (3) occasions during any calendar quarter during the Term of this Agreement (including the Term as it may be extended by the First Extension Period and the Second Extension Period), the Contractor shall credit the Board an amount equal to two hundred fifty dollars (\$250.00) for each additional subsequent occurrence during that quarter in which the Contractor fails to respond to a non-emergency callback within two (2) hours of notification.
4. Excessive Downtime. If any elevator at any Facility (other than Vogel-Wetmore) is out of service for more than forty-eight (48) consecutive hours due to the Contractor's failure to complete repairs within the maximum shutdown times specified in Schedule A to Exhibit 1, and such failure is not attributable to the unavailability of parts beyond the Contractor's reasonable control, the Contractor shall credit the Board an amount equal to one hundred

dollars (\$100.00) per calendar day for each day (or partial day) that the elevator remains out of service beyond the applicable maximum shutdown time stated in Schedule A to Exhibit 1.

5. Application of Credits. Service-level credits shall be deducted from the next invoice submitted by the Contractor following the month in which the credit was incurred. The Contractor shall identify all credits on its monthly invoice. The Board reserves the right to independently calculate and apply service-level credits if the Contractor fails to do so. Service-level credits are in addition to, and not in lieu of, any other rights or remedies available to the Board under this Agreement or at law or in equity, including the right to terminate this Agreement for cause under Section 5.C.
6. Force Majeure Exception. The Contractor shall not be liable for service-level credits to the extent that a failure to meet the applicable service-level requirements is directly caused by acts of God, fire, flood, severe weather, pandemic, governmental action, or other events beyond the Contractor's reasonable control, provided that the Contractor notifies the Director of Facilities in writing of such event within twenty-four (24) hours and uses commercially reasonable efforts to resume performance as soon as practicable.

11. The compensation agreed to by the Board and the Contractor in this Agreement shall, except as expressly agreed otherwise by the Board and the Contractor in a writing signed by both Parties, 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 all labor, materials, equipment, supplies, overhead, profit, insurance, bonds, taxes, and all other costs and expenses incurred by the Contractor in connection with the performance of the Services. The Contractor shall not be entitled to any additional compensation except as expressly provided in a written amendment to this Agreement signed by both Parties.

12. 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.

17. TERMINATION AND SUSPENSION

(e) The Board may at any time during the Term (including the Term as it may be extended by the First Extension Period and the Second Extension Period) and for any reason, without cause and/or for its convenience, terminate this Agreement by giving 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 District shall pay the Contractor for the Services satisfactorily completed prior to the effective date 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 5.A shall not give rise to any claim against the Board and/or District for damages or for compensation in addition to that provided hereunder. Payment of the amount set forth in this Section 5.A shall be the Contractor's sole remedy following a termination by the Board pursuant to this Section 5.A.

(f) The Board may, at any time during the Term (including the Term as it may be extended by the First Extension Period and the Second Extension Period) and for any reason, without cause and for its convenience, terminate this Agreement as to the Services for Vogel-Wetmore Elementary School only,

without terminating the Agreement as to all other Facilities, by giving written notice to the Contractor specifying the date such partial termination shall be effective, which date shall be not less than thirty (30) days after the date such notice is given. In the event of such partial termination:

1. the Contractor shall be paid for Services performed for the Vogel-Wetmore Facility that have been satisfactorily completed prior to the effective date of such partial termination;
2. the Agreement shall continue in full force and effect as to all other Facilities and Services;
3. the compensation payable under Section 4.A and/or 4.C (1)--(2) Compensation for Services for All Facilities Except Vogel-Wetmore) shall not be affected;
4. the Contractor shall have no claim for damages or additional compensation arising from such partial termination.

(g) If the Contractor is in breach or default of any term or condition of this Agreement, the Board may terminate this Agreement for cause (1) by giving written notice of breach and default to the Contractor, and the Contractor's surety, 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, and the Contractor's surety, 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, subject to the rights of the Contractor's surety, 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 of Facilities and the Superintendent. Termination under this Section 5.C shall not give rise to any claim against the Board and/or the District for damages or for compensation in addition to that provided hereunder.

18. INSURANCE

J. The Contractor shall procure and maintain, at its own cost and expense, throughout the Term of this Agreement (including the Term as it may be extended by the First Extension Period and the Second Extension Period), all insurance required under this Agreement, including without limitation this Section 6 and Exhibit 1, and keep such insurance coverage in continuous effect for a period of two (2) years after the expiration or termination of the Term of this Agreement.

K. Before commencing performance of its Services hereunder, the Contractor shall furnish to the Director of Facilities and the District's Finance Director, a certificate or certificates 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 of Facilities.

L. The Contractor shall, at its own expense and cost, obtain and keep in force during the entire Term of the Agreement (including the Term as it may be extended by the First Extension Period and the Second Extension Period) 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.

M. The Contractor's 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.

N. All insurers must have an AM Best rating of A-VII or better and be authorized to issue insurance in the State of Connecticut. All insurance policies must include a waiver of subrogation, whereby the insurer 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 District's Director of Finance, within 10 days after this Agreement has been executed by all Parties. The certificate(s) of insurance must be filed with the District's Director of Finance and Director of Facilities prior to the commencement of the Services. Renewal Certificates of Insurance must be mailed to the District's Director of Finance no less than ten (10) days prior to the expiration of the required coverage. In addition, all insurers are subject to approval by the Board.

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

P. The Contractor's failure to procure or maintain the required insurance shall constitute a material breach of this Agreement.

19. INDEMNIFICATION

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 any other person 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, losses, and expenses (including attorneys' fees), 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, and (2) any violation of law by the Contractor and/or its subcontractors 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.

20. PERFORMANCE BOND AND PAYMENT BOND

The Contractor shall provide to the Board, within ten (10) days after the award of this Agreement, a payment bond and a performance bond, each having a penal sum equal to the total amount of compensation to be paid to the Contractor under this Agreement. The payment bond and performance bond must be issued by a surety rated A- or better by A.M. Best and listed on the U.S. Department of Treasury's Listing of Approved Sureties. The Torrington Board of Education shall be named as the obligee on the bonds. The Contractor shall require the person designated as the surety's attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. The cost of such bonds shall be included in the Contractor's compensation under Section 4 of this Agreement.

The Contractor shall maintain the performance bond and payment bond in full force and effect throughout the Term of this Agreement (including the Term as it may be extended by the First Extension Period and the Second Extension Period). If the surety on any bond becomes insolvent or has its right to do business in the State of Connecticut suspended or revoked, the Contractor shall, within ten (10) days after notice from the Board to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety as may be satisfactory to the Board. The premiums on such bond shall be paid by the Contractor. No payment shall be made to the Contractor until replacement bonds have been furnished as required.

21. AUDIT RIGHTS

The Board and its authorized representatives shall have the right, upon reasonable notice to the Contractor, to audit, inspect, and copy all books, records, documents, and other evidence directly pertaining to the Contractor's performance of this Agreement, including but not limited to records of costs, time records, maintenance logs, and records related to the Contractor's invoices. The Contractor shall maintain all such records for a period of not less than three (3) years after the expiration or termination of this Agreement, or for such longer period as may be required by applicable law. The Contractor shall make such records available at its offices at all reasonable times during the Term and for the required retention period.

22. DISPUTE RESOLUTION; VENUE

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.

The Board and the Contractor expressly agree and acknowledge that any action or legal proceeding by the Board or Contractor against the other, which action or legal proceeding arises from or relates to this Agreement and/or the Services, shall be commenced in the Superior Court of the State of Connecticut, Judicial District of Hartford at Hartford and maintained therein or in the Complex Litigation Docket at the Judicial District of Hartford, which shall be the exclusive forum and venue for any such action or legal proceeding.

THE CONTRACTOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT, AND AS TO ANY AND ALL CLAIMS, DISPUTES, AND/OR CAUSES OF ACTION AGAINST OR WITH THE BOARD AND/OR THE DISTRICT WHICH ARISE OUT OF, OR ARE IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES.

23. GENERAL PROVISIONS

6. 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.

7. 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.

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

18. 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

19. 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.

9. 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.

10. 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.

11. 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, including without limitation the Connecticut General Statutes, the Connecticut State Building Code, applicable elevator codes and regulations (including ASME A17.1 and ASME A17.2), OSHA regulations, and all applicable municipal ordinances of the City of Torrington. The Contractor shall obtain and maintain all licenses, permits, and certifications required to perform the Services, including all elevator contractor licenses required by the State of Connecticut.

12. During the performance of this Agreement, the Contractor 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.

13. 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.

14. The Board and District, and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in this Agreement. The Contractor shall not assign this Agreement, in whole or in part, without written consent of the Board. The Board may assign this Agreement to any successor entity responsible for the operation of the District without the consent of the Contractor. If either Party attempts to make an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations under this Agreement. All terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Board and District, and the Contractor, respectively, and their respective administrators, legal representatives, directors, officers, employees, agents, successors and permitted assigns.

15. 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.

16. 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, Director of Facilities

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.

17. The Contractor represents to the Board as follows:

- IV. That the Contractor is a legally existing corporation or business entity 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;
- V. 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;
- VI. 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
- VII. 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.

18. Interpretation.

- 1. Unless otherwise stated in this Agreement, words which have well-known technical or elevator industry meanings are used in the Agreement in accordance with such recognized meanings.
- 2. 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.
- 3. Headings. Section headings in this Agreement are intended solely for convenience or reference, and they shall be given no effect in the construction or interpretation of this Agreement.

19. Rights and Remedies. The rights and remedies of the Board and District that are provided for in this Agreement, and all other rights and remedies that are available to the Board and District at law or in equity, are, to the extent permitted by applicable law, cumulative and are not exclusive of any other right or remedy now or hereafter available at law or in equity to the Board and District. Neither the Board's assertion of a right nor employment of a remedy shall preclude the Board and District from concurrently asserting any other right or the employment of any other remedy. No action or failure to act by the Board and District to enforce any provision of this Agreement shall constitute a waiver of a right or duty

afforded the Board or District under this Agreement or constitute approval of or acquiescence of the Board or District in a breach by the Contractor hereunder, except as the Board and District may specifically agree in writing, nor shall such action or failure to act by the Board and District constitute a waiver of any such provision or a limitation upon the right of the Board and District to subsequently enforce strict compliance with all provisions, terms and conditions of this Agreement.

20. Exhibits and Conflicts. To the extent that there is any conflict or inconsistency between the provisions of this Agreement and the provisions of any other document incorporated by reference and made a part of this Agreement, the provisions of this Agreement shall control, unless the provisions of the concerned other documents explicitly acknowledge such a conflict and explicitly state that it is the parties' intent that such provisions of the other document control with respect to the involved topic.

21. Execution in Counterparts. This Agreement may be signed in two or more separate counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument, provided such instrument not be effective until each Party has executed and exchanged at least one counterpart. Exchange by fax, or by email attaching an executed copy of this Agreement so-executed, and/or in Adobe Portable Document Format (".pdf"), will be considered to be a valid and binding obligation of the executing Party

22. Electronic Signatures. Each Party agrees that the Parties may, to the extent that it is permissible under applicable law, sign this Agreement by way of electronic signature (such as DocuSign, AdobeSign, etc.), and that that method of signature is as conclusive of each Party's intent to be bound by this Agreement so-executed, as if it had been signed by each Party's manual "wet ink" signature.

23. There are no oral agreements between the Board and the Contractor affecting this Agreement, and 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.

24. Survival. The following provisions of this Agreement shall survive the expiration or earlier termination of this Agreement: Section 4.H (Release), Section 7 (Indemnification), Section 9 (Audit Rights), Section 10 (Dispute Resolution; Venue), Section 11.C (Right to Withhold Payment), and any other provision of this Agreement which by its nature or express terms is intended to survive.

24. ENUMERATION OF THE AGREEMENT DOCUMENTS

This Agreement is comprised of the following documents:

1. This Agreement;
2. Exhibit 1 (appended to this Agreement) – Torrington Board of Education Request for Bids For District-Wide Elevator Maintenance Services, issued September 29, 2026 and all Addenda (the 'RFB')
3. Exhibit 2 (appended to this Agreement – Contractor's Bid Form dated [REDACTED], submitted in response to the RFB

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]

EXHIBIT

1

**Torrington Board of Education Request for Bids for District-Wide
Elevator Maintenance Services dated September 29, 2026 and all Addenda**

EXHIBIT

2

Contractor's Bid/Proposal