



Torrington Public Schools

DEAN PERGOLA
DIRECTOR OF FACILITIES

MICHAEL J. WILSON
SUPERINTENDENT

TORRINGTON BOARD OF EDUCATION

REQUEST FOR BIDS FOR DISTRICT-WIDE SNOW REMOVAL AND ICE CONTROL 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 snow removal and ice control services for the Torrington Public Schools (the "District"). The services required (the "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 comprehensive snow removal and ice control Services with a contractor who will provide the District and BOE with the services, labor, materials, equipment, and supplies described in the RFB as part of the Services, for a three (3) winter season period (2026-2027 through 2028-2029), with the option to extend for up to two (2) additional winter seasons at no increase over the last contracted annual price. The Services will be provided for the following locations:

1. Torrington High School / Middle School / Central Administration, 50 Major Besse Drive, Torrington, CT 06790
2. Torrington School, 800 Charles Street, Torrington, CT 06790
3. FAST Academy School, 500 Migeon Avenue, Torrington, CT 06790
4. Torrington Intermediate School, 295 East Pearl Road, Torrington, CT 06790

5. Southwest School, 340 Litchfield Street, Torrington, CT 06790
6. Vogel-Wetmore School, 68 Church Street, Torrington, CT 06790

(collectively, the "Facilities")

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, comprehensive snow removal, plowing, ice control, de-icing, snow stacking and storage, high-velocity snow blowing, and emergency snow operations for District facilities 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 E 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.

BID SECURITY

Each Bid must be accompanied by bid security in an amount equal to ten percent (10%) of the total Year 1 Base Seasonal Pricing 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 E, 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, at its discretion, 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 the Agreement by the BOE and the Bidder selected as a Contractor for the Services, or (3) ninety (90) 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.

TERM OF AGREEMENT

The Agreement will have an initial term of three (3) consecutive winter seasons, commencing with the 2026-2027 winter season and concluding at the end of the 2028-2029 winter season. The Superintendent, with Board approval, reserves the right to extend the contract term for up to two (2) additional winter seasons beyond the initial three-year term, with the strict condition that pricing for each extension year shall have no increase over the last contracted annual price.

PRICING

- A. **Base Seasonal Pricing.** A lump sum seasonal price covering all plowing, clearing, and de-icing for cumulative seasonal snowfall up to 60.0 inches, plus a baseline allowance of fifteen (15) full-district salt-only applications. The Base Seasonal Pricing shall be payable in six (6) equal monthly installments. Bidder shall state a price for each year of the three-year term.
- B. **Supplemental Event Rates.** Fixed per-event rates billed only after the 60.0-inch cumulative threshold is exceeded or the fifteen (15) salt-only event allowance is depleted. Accumulation and salt-only limits operate independently. Categories:
- Supplemental Salt-Only Application (per event)
 - 0.5 inches to 3.0 inches Accumulation (per event)
 - 3.1 inches to 6.0 inches Accumulation (per event)
 - 6.1 inches to 9.0 inches Accumulation (per event)
 - Accumulation Exceeding 9.0 inches (per inch)
- C. **Emergency/Heavy Equipment Hourly Rates.** Hourly rates for heavy equipment (with operator) mobilized upon written authorization from the Director of Facilities for off-site snow relocation, bench pushbacks, or catastrophic accumulation:
- Wheel Loader (Min. 2.5 CY)
 - Skid Steer Loader
 - Triaxle Dump Truck
- D. **Per-Facility Seasonal Allocation.** Bidders must allocate the Year 1 Base Seasonal Pricing across each Facility. The total of all per-facility allocations must equal the Year 1 Base Seasonal Pricing.
- E. **Low-Winter Credit Provision.**
- Track A:** If total cumulative seasonal snowfall yields 42 inches or less in any given contract year, the Contractor shall issue a credit equal to 10% of that single season's Base Seasonal Pricing.
- Track B:** The Base Pricing includes a bank of fifteen (15) full-district salt-only events. If the District utilizes fewer than 15 salt-only events in a given season, the Contractor shall issue a credit equal to 20% of the Supplemental Salt-Only Application rate for each unused salt-only event remaining in the bank at the conclusion of the season. Salt-only applications exceeding fifteen (15) events shall be billed as supplemental overages.
- Application & Cap:** Earned credits from either track shall first be applied toward any supplemental accumulation events, emergency hourly equipment services, site repairs, or rolled over as a direct billing credit against subsequent contract years. If an earned credit balance remains unused upon the final termination or non-renewal of the contract, the Contractor shall issue a final credit deducted from the contract's final seasonal payment. Under no circumstances shall the total cumulative terminal payout/deduction exceed a maximum cap of 10% of a single contract year's Base Seasonal Pricing.
- F. **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.

- G. **Contract Expenditure Cap.** Total expenditures across all pricing tiers shall not exceed the approved budget without formal written board appropriation.

IMPORTANT DATES

Issuance Request for Bids: **September 29, 2026**

Mandatory Pre-Bid Meeting: **October 6, 2026, 10:00 a.m.**

Deadline for Submission of Requests for Information: **October 13, 2026, 12:00 p.m.**

Addenda/Responses to Requests for Information: by **October 16, 2026**

Deadline for Bid Submission: **October 22, 2026, 10:00 a.m.**

Anticipated Contract Execution: On or about **October 29, 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 22, 2026 at 10:00 a.m.**, at which time bids received will be opened publicly and read aloud in the Administration Building conference room.

C. Sealed Bids must be submitted in a sealed envelope marked "**SEALED BID – TORRINGTON PUBLIC SCHOOLS - SNOW REMOVAL AND ICE CONTROL SERVICES, October, 2026 at 10:00 a.m.**" along with name of the Bidder clearly marked on the outer envelope and the date and time. Bidders not marking Bid submission envelopes as required will have no recourse against the BOE or its employees if their Bid is inadvertently opened prior to the scheduled bid opening time.

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 Year 1 Base Seasonal Pricing 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 snow removal services within the past five (5) years;
- (5) An equipment schedule as required by Section 4.5 of Schedule A.

E. Bidders shall provide all proposed pricing required on the Bid Form, which pricing shall be inclusive of all labor, materials, equipment, supplies, de-icing agents, fuel, insurance, bonds, certificates, permits, and all other costs pertaining to the Services. 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 irrevocable and shall remain in effect for a minimum of ninety (90) 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, exceptions 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. 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 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 for ninety (90) days 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 snow removal and ice control services in public school or institutional settings, and the Bidder's demonstrated ability to respond to service calls within the time frames specified in Schedule A;
- 4.** The adequacy, condition, and readiness of the Bidder's equipment fleet, including high-velocity snow blowing equipment as specified in Schedule A;
- 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 environmental regulations;
- 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 selecting a Bidder, the BOE reserves the right to consider, in addition to price, the compatibility, quality, 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:

Section 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.

Section 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.

Section 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 E; 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 Schools.

PRE-BID MEETING

A mandatory pre-bid meeting for potential Bidders will be conducted on **October 6, 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. RFIs 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 13, 2026. Responses will be provided by a written Addenda published by October 16, 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 16, 2026.

D. If revisions to this RFB made by addenda 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. 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 initiate 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, except as expressly permitted herein. 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, satisfactory to the BOE, 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, OSHA regulations, Connecticut Department of Energy and Environmental Protection standards, 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 and all applicable BOE policies. The Contractor shall obtain and maintain all licenses, permits, and certifications required to perform the Services.

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 Schools, 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 from injury or other damage. Any damage so-caused shall be repaired by the Contractor at its own expense. At the completion of the term of the Agreement for Services, the Contractor must remove from all Facilities all surplus materials and debris created by the Contractor.

C. It is the responsibility of the Contractor to be thoroughly familiar with the conditions of each Facility at which Services are to be performed. 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 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, the Contractor shall procure and maintain 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 snow removal and ice control 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. 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.

- 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, 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.

C. Certificate(s) of Insurance. Certificates of insurance shall be filed with the District's Director of Finance, within ten (10) days after the Agreement for Services has been executed by all parties.

D. The certificate of insurance must name the Torrington Board of Education, 50 Major Besse Drive, Torrington, CT, the Torrington Public Schools, and the City of Torrington, its subsidiaries, employees, volunteers, directors, and officers as additional insureds.

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 in favor of the Torrington Board of Education, Torrington Public Schools, 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.

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 any 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 be deemed in compliance with the standards required by OSHA, as well as the standards required by comparable state and local laws.

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. All de-icing agents and chemical products used by the Contractor must comply with Connecticut Department of Energy and Environmental Protection standards. Safety Data Sheets (SDS) for all de-icing products must be submitted to the Director of Facilities for approval prior to use.

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.

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 SERVICE

The term "Services" means and includes the services required by, reasonably inferable from, and necessary to produce the results intended by, this Schedule A Scope of Services, and includes all labor, materials, equipment, vehicles, de-icing agents, supervision, personnel, and services described in this Schedule A.

I. DESCRIPTION OF SERVICES

A. Covered Facilities

The Contractor shall provide comprehensive snow removal and ice control services for the following Facilities:

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

Contracted operations encompass all driveways, travel lanes, fire access routes, all access roads, bus loops, and parking lots at each Facility.

B. General Requirements

The Contractor shall be responsible for:

- 1. Material and Equipment Responsibility:** Providing all labor, supervision, commercial machinery, vehicles, fuel, tools, straight granular rock salt, and approved de-icing agents required to execute all work.
- 2. Brine Integration:** Liquid anti-icing/de-icing agents (brine) are permitted as a pre-treatment or in conjunction with straight granular rock salt, provided the product formulations comply with CT DEEP environmental standards and receive approval from the Director of Facilities. Safety Data Sheets (SDS) for all de-icing products must be submitted to and approved by the Director of Facilities prior to use.

3. Response Time and Mobilization: Full fleet mobilization must occur within one (1) hour of notification by the BOE or immediately upon accumulation reaching 0.5 inches, whichever occurs earlier.

- **Out-of-Area Contractor Staging Requirement:** Bidders whose primary operations yard is located geographically such that standard travel time to Torrington exceeds forty-five (45) minutes must submit a formal *Local Staging Plan* with their bid. To guarantee compliance with the one (1) hour mobilization requirement, out-of-area contractors must pre-stage necessary equipment and personnel within Torrington or an immediately adjacent municipality prior to forecasted winter weather events. Travel distance, highway traffic, or en-route weather conditions from a remote yard will not be accepted as an excusable delay for failing to meet the mobilization deadline.
- **Failure to Mobilize / Liquidated Damages:** Time is of the essence in ensuring Torrington Public Schools facilities are safe, accessible, and ready for operations. If the Contractor fails to achieve full fleet mobilization on District premises within the mandated one (1) hour timeframe, the Board of Education shall assess a penalty of **\$250.00 for every fifteen (15) minutes of delay** beyond the deadline. These liquidated damages will be deducted directly from the Contractor's next monthly retainer installment.
- If mobilization is delayed by more than two (2) hours, the District reserves the right to immediately dispatch District grounds personnel or hire emergency secondary contractors to clear the properties. All costs incurred by the District for emergency clearing will be charged back to the primary Contractor or deducted from their contract balance.

4. Operational Schedule and Coordination: Plowing and treatment must accommodate normal school schedules, delayed openings, early dismissals, and scheduled weekend/evening extracurricular events. All access roads, bus routes, and parking bays must be completely cleared and treated to bare pavement prior to facility opening hours.

5. Completion of Services and School Opening Deadlines:

- **Standard School Days:** On days school is scheduled to be in session, all designated areas (roadways, bus loops, parking lots, and sidewalks) must be completely cleared, treated with ice-melt/sand, and accessible no later than **5:30 AM**, regardless of overnight storm cessation.
- **Delayed Openings:** In the event the District calls a delayed opening, the completion deadline shall be extended in direct proportion to the delay (e.g., a 2-hour delay extends the completion deadline to 7:30 AM).
- **School Cancellations & Weekends:** In the event school is canceled, or during weekends and holiday breaks, all primary snow removal and surface treatment must be completed within **twelve (12) hours following the cessation of the snowfall**, or by **12:00 PM (noon)** the day following the storm, whichever occurs first.

- **Event Exception:** If an event is scheduled, lots must be cleared **two (2) hours prior** to the scheduled start time

6. Frozen Runoff Mitigation: The Contractor is responsible for continuous monitoring and re-treating of refreeze areas and melting runoff across all vehicular surfaces throughout active freeze/thaw cycles.

7. Sidewalk Interface and Custodial Coordination: Dedicated pedestrian walkways and building entrance ramps are cleared internally by District custodial staff and are not part of this contract scope. However, the Contractor must clear any snow, slush, or ice pushed into traffic lanes or parking lots during custodial clearing and must maintain clear curb cutouts and ADA crosswalk passages.

8. Equipment Storage: On-site parking or staging of contractor heavy machinery between storm cycles requires prior written authorization from the Superintendent or Director of Facilities.

II. HIGH-VELOCITY SNOW BLOWING AND SHELF ELIMINATION

4.1 Dedicated Blower Equipment Fleet: The Contractor must, upon request, deploy commercial, dual-stage, high-velocity snowblower attachments mounted on compact utility tractors, industrial skid steers, or articulated compact loaders. While lesser-capacity equipment may be utilized for supplemental detail work, it cannot serve as a substitute for the mandated heavy-duty fleet to meet primary clearing requirements.

4.2 Performance Specifications: Blower attachments must possess a minimum clearing width of sixty (60) inches and hydraulic or direct PTO drive impellers engineered to achieve a minimum discharge throw distance of 35 to 50 feet. Chutes must feature functional, cab-controlled 360-degree hydraulic rotation and deflector hoods.

4.3 Discharge Management: Operators must actively control directional chutes to ensure snow discharge is cast into perimeter grass areas, turf basins, or open retention fields. Directing discharge against building envelopes, glass assemblies, vehicle parking stalls, HVAC air intake louvers, or fenced utility compounds is strictly prohibited.

4.4 Mechanical Shelf Dispersion: Push-only plowing that creates high, compacted windrows along curb perimeters or sidewalk margins is prohibited. Whenever perimeter banks or roadside snow shelves reach twenty-four (24) inches in height, the Contractor must mechanically cast the snow clear of the curb line using high-velocity blowers. In no instance shall a windrow exceed twenty-four (24) inches along any pedestrian border.

4.5 Verification of Fleet Schedule: Bidders must submit with their proposal an itemized equipment schedule (Exhibit D) that includes: (a) Carrier unit make, model, rated hydraulic capacity, and production year; (b) Snow blower attachment make, model, intake diameter, and verified throw rating. The BOE, or its designee, reserves the right to inspect designated equipment prior to award to verify compatibility and discharge specifications. Storage/parking of any material and equipment must be authorized by the director of the facility

III. SNOW STACKING, STORAGE AND SITE PRESERVATION

5.1 Designated Storage Locations: All plowed snow must be directed exclusively to storage locations pre-approved during the mandatory pre-season walk-through with the Director of Facilities. Pushing snow into active parking stalls, bus loading loops, accessible parking access aisles, or travel lanes is prohibited.

5.2 Setback from Walkways and Ramps: Operators must maintain a minimum buffer of three (3) feet between plowed shelf margins and any sidewalk, crosswalk, or ADA access ramp. If plowing operations deposit snow onto previously cleared pedestrian paths, the Contractor must re-clear the walkway to bare pavement at no additional cost to the District.

5.3 Sightline Obstruction Limits: Snow piles located within thirty (30) feet of any driveway curb cut, street intersection, bus loop egress gate, internal crosswalk, or roadway curve shall not exceed twenty-four (24) inches in height. Operators must feather or push back snow piles to maintain unobstructed visibility for school bus and passenger vehicle drivers.

5.4 Protection of Emergency Utilities and Infrastructure: Snow must not be pushed against or cover fire hydrants, municipal Siamese connections, exterior gas meters, pad-mounted electrical transformers, emergency generator enclosures, or solid waste dumpsters. A hand-cleared or mechanically maintained buffer of four (4) feet must be established around all hydrants and utility infrastructure within twelve (12) hours of the storm's conclusion.

5.5 Pushbacks, Melting and Off-Site Hauling: When sequential winter events consume on-site perimeter capacity, cause parking stall loss exceeding ten percent (10%), or narrow fire access lanes, the Contractor shall perform mechanical pushbacks within twenty-four (24) hours of notification. When on-site depots reach capacity, off-site hauling or deployment of commercial snow-melting equipment will be compensated at Tier 3 hourly equipment rates and requires written pre-authorization from the Director of Facilities.

IV. INSPECTION AND FINAL ACCEPTANCE

6.1 Authority: The Superintendent of Schools and the Director of Facilities retain sole authority over operational scheduling, school delays, closures, and condition verification.

6.2 Event Sign-Off: Snow clearing operations are not deemed complete until the Director of Facilities or their authorized designee conducts an inspection and provides written or electronic acceptance of property conditions following each service event. Unacceptable clearing or inadequate de-icing must be remediated immediately upon notification at the Contractor's sole expense.

V. ADDITIONAL TERMS AND CONDITIONS

A. Staffing. The Contractor shall provide adequate staffing to ensure that the snow removal and ice control program required under the Agreement is fully and completely performed and respond to service calls within the time frames specified in this Schedule A.

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 type of service, and include accumulation measurements, salt application records, and equipment hours (if applicable). Failure to comply with any of these requirements may delay payment.

C. Third-Party Inspection. The District reserves the right to have a qualified third-party of its choice inspect the snow removal work being performed by the Contractor. This inspection cost will be paid by the District. The third-party inspection may generate a punch list of items to be completed by the Contractor at no additional cost to the District.

D. Performance Credits. The Contractor shall provide a credit against compensation otherwise payable under the Agreement for any event in which the Contractor does not perform the required services for any or all of the Facilities in accordance with the standards set forth in this Schedule A.

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). All subcontractors must meet the same insurance, licensing, and background check requirements as the Contractor.

F. Check-In Requirements. 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. The Contractor shall provide documentation indicating: description of the service performed, facility location, accumulation measurement, equipment and materials used, and time of arrival and departure. Failure to sign in or sign out will be proof that service was not performed.

G. Records and Reporting. The Contractor shall maintain complete and accurate records of all Services performed for each Facility and provide detailed reports as requested by the District. Records shall include dates, times, locations, accumulation measurements, salt usage, equipment deployed, and personnel assigned. Monthly summary reports shall be submitted electronically to the Director of Facilities.

The standards for determination and verification of snow fall amounts are set forth below.

Independent Weather Reporting Service

To establish official storm accumulation depths, validate Tier 1/Tier 2 threshold triggers, and audit invoice pricing, the Contractor shall, at its sole expense, retain and utilize an independent, certified third-party weather reporting service (such as CTWeather.com, National Weather Service / NOAA certified data, or an equivalent professional meteorological reporting service approved in writing by the Director of Facilities). The subscription procured by the Contractor must include direct, active user login credentials provided directly to the Director of Facilities (and/or designated District administrative staff), granting full, real-time access to online storm portals, historical accumulation logs, and certified weather data throughout the operating season.

Payment Responsibility

Under no circumstances shall the Board of Education or District be responsible for subscription fees, report charges, or administrative costs associated with obtaining third-party weather verification reports. All fees associated with weather tracking and reporting shall be deemed included in the Contractor's base bid pricing.

Data Application & Threshold Tracking

Certified third-party weather reports shall serve as the sole official record for:

1. Verifying individual storm accumulation totals for billing Tier 2 supplemental overage brackets.
2. Tracking cumulative seasonal snowfall toward the 60.0-inch Tier 1 Base Pricing threshold.
3. Verifying eligibility for the Track A Low-Winter Credit if total seasonal accumulation yields 42.0 inches or less.

Documentation & Invoice Submission

Certified storm report data sheets from the approved third-party weather service must be attached to every monthly invoice and Tier 2 overage request submitted to the Board. Invoices submitted without accompanying third-party weather verification reports will be returned unpaid until proper documentation is provided.

H. Pre-Season Walk-Through. Prior to the commencement of each winter season, the Contractor shall conduct a walk-through of each Facility with the Director of Facilities or designee. A plot plan identifying current site conditions, designated snow storage locations, and areas of concern shall be prepared and signed by both parties. The signed plot plan shall govern operations for the applicable season.

I. Site Damage Responsibility. The Contractor shall be responsible for any damage to District property caused by snow removal operations, including but not limited to damage to curbing, fencing, turf, landscaping, signage, light poles, fire hydrants, and pavement. All damage must be repaired or replaced at the Contractor's sole expense and to the satisfaction of the Director of Facilities prior to release of the final seasonal payment.

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 Snow Removal and Ice Control 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”), 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.

Part I: Base Seasonal Pricing

Bidder proposes the following lump sum seasonal fees for the Services for all District Facilities, for each year of the three-year Term of the Agreement:

Year	Amount
Season 1 (2026-2027)	\$ _____
Season 2 (2027-2028)	\$ _____
Season 3 (2028-2029)	\$ _____

Part II: Per-Facility Seasonal Allocation (Year 1)

Bidder shall allocate the Year 1 Base Seasonal Pricing across each Facility as follows. The total must equal the Year 1 Base Seasonal Pricing stated in Part I above.

Facility	Address	Year 1 Allocation
Torrington High / Middle / Admin	50 Major Besse Drive	\$ _____
Torrington School	800 Charles Street	\$ _____
FAST Academy School	500 Migeon Avenue	\$ _____
Torrington Intermediate School	295 East Pearl Road	\$ _____
Southwest School	340 Litchfield Street	\$ _____
Vogel-Wetmore School	68 Church Street	\$ _____
TOTAL (Must Equal Part I, Season 1)		\$ _____

Part III: Supplemental Event Rates

Category	Year 1	Year 2	Year 3
Supplemental Salt-Only Application (per event)	\$ _____	\$ _____	\$ _____
0.5" to 3.0" Accumulation (per event)	\$ _____	\$ _____	\$ _____
3.1" to 6.0" Accumulation (per event)	\$ _____	\$ _____	\$ _____
6.1" to 9.0" Accumulation (per event)	\$ _____	\$ _____	\$ _____
Accumulation Exceeding 9.0" (per inch)	\$ _____	\$ _____	\$ _____

Part IV: Emergency/Heavy Equipment Hourly Rates

Equipment Type (w/ Operator)	Year 1	Year 2	Year 3
Wheel Loader (Min. 2.5 CY)	\$ _____	\$ _____	\$ _____
Skid Steer Loader	\$ _____	\$ _____	\$ _____
Triaxle Dump Truck	\$ _____	\$ _____	\$ _____

Part V: Low-Winter Credit Provision Acknowledgment

By signing this Bid Form, the Bidder acknowledges and agrees to the Low-Winter Credit Provision as described in the RFB, including Track A (Snowfall Threshold Credit) and Track B (Unused Salt-Only Credit), and the cumulative cap of 10% of a single contract year's Base Seasonal Pricing.

Acknowledged: ☐ Season 1 ☐ Season 2 ☐ Season 3

Bidder Representations

The Bid Amounts proposed above include all labor, materials, equipment, de-icing agents, fuel, supplies, tools, temporary facilities, transportation, bond costs, 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, the Bidder will within five (5) days execute and deliver a contract in the form of Agreement included in the RFB.

1. Bidder has examined and carefully studied the RFB and addenda;
2. Bidder's failure to gain familiarity shall not relieve Bidder of responsibility;
3. Bidder understands the requirements and scope of Services;
4. Bidder has visited the Facilities sites;
5. Bidder is familiar with all applicable laws;
6. Bidder has checked all amounts;
7. The bid amounts include all costs;
8. The right is reserved by the BOE to reject any or all Bids;
9. Bidder will complete Services for the bid amount prices agreed by BOE;
10. Bidder received all Bidding Documents and Addenda.

References

1.

Name: _____

Address: _____

E-mail: _____

Tel: _____

2.

Name: _____

Address: _____

E-mail: _____

Tel: _____

3.

Name: _____

Address: _____

E-mail: _____

Tel: _____

Bid Contents Checklist:

(1) This Bid Form

(2) Completed and executed Non-Collusion Affidavit

(3) Executed Bid Bond

(4) Detailed qualifications, experience, and references

(5) Equipment Schedule per Section 4.5 of Schedule A

Signed this day ____ of _____, 2026

_____ (Name of Bidder)

By: _____ (Signature)

_____ (Print name)

Its _____ (Title)

EXHIBIT B

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) ss: _____

COUNTY OF _____)

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

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 district-wide snow removal and ice control services.
3. I am fully informed regarding the preparation and contents of the attached 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 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 Schools 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;
7. No officer, agent, employee or consultant for the Torrington Public Schools, Torrington Board of Education, or the City of Torrington is directly or indirectly interested in the Bid/Proposal.

Affiant's Signature

Print Name

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

EXHIBIT C

STANDARD BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____ (hereinafter called the "Principal"), as Principal, and _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the Torrington Board of Education (hereinafter called the "Obligee") in the penal sum of ten (10) percent of the Year 1 Base Seasonal Pricing submitted in the Principal's Bid, lawful money of the United States, for the payment of which sum 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 for district-wide snow removal and ice control services for the Torrington Public School District in response to the Obligee's Request for Bids for District-Wide Snow Removal and Ice Control Services.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety(90) days after the said opening; and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to the Principal for signature, enter into a written contract with the Obligee in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

_____ (Name of Principal)

By: _____ (Signature)

_____ (Print Name)

Its _____ (Title)

Address: _____

SURETY:

_____ (Name of Surety)

By: _____ (Signature of Attorney-in-Fact)

_____ (Print Name)

Address: _____

(Attach Power of Attorney)

EXHIBIT D

EQUIPMENT SCHEDULE FORM

Pursuant to Section 4.5 of Schedule A, Bidders must submit the following equipment information with their Bid.

Section 1: Carrier Units

Unit #	Make	Model	Rated Hydraulic Capacity	Production Year

Section 2: Snow Blower Attachments

Unit #	Make	Model	Intake Diameter	Verified Throw Rating

Section 3: Other Equipment (Plows, Spreaders, Loaders, Trucks)

Description	Make/Model	Quantity	Owned by Bidder (Y/N)	Production Year

EXHIBIT E

FORM OF CONTRACT

CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

This CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES (“Contract”) is entered into on the date indicated on the Signature Page, by and between the Torrington Board of Education (hereinafter referred to as the “Board”) and [CONTRACTOR] (hereinafter referred to as the “Contractor”), together, the “Parties,” and each individually a “Party.”

RECITALS

WHEREAS, the Board desires certain snow removal and ice control services at certain Board property as such services are defined in the Request for Bids for District-Wide Snow Removal and Ice Control Services issued by the Torrington Board of Education (the “RFB”, which is considered incorporated into this Agreement), and the Contractor is ready, willing and able to provide such services; and

WHEREAS, the Board and the Contractor enter into this Agreement so that the Contractor may provide the snow removal and ice control services described in the RFB in accordance with the pricing set forth in the Contractor’s Bid in response to the RFB, which is incorporated into this Agreement; and

WHEREAS, in connection with the Contractor’s performance of its obligations under this Agreement, persons employed by the Contractor performing services for the Board (together, the “Contractor Employees,” and each a “Contractor Employee”) shall not have direct student contact;

NOW THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the first day of the 2026-2027 winter season and terminate at the conclusion of the 2028-2029 winter season, unless sooner terminated as provided for herein (the “Term”). The Superintendent, with Board approval, may extend the Term for up to two (2) additional winter seasons at no increase over the last contracted annual price.

2. Independent Contractor. Subject to the terms and conditions of this Agreement, the Board hereby engages the Contractor as an independent contractor to perform the services set forth in the RFB, and the Contractor hereby accepts such engagement. It is the express intention of the Parties that the Contractor is an independent contractor and not an employee, agent, joint venture, or partner of the Board. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Board and the

Contractor. The Board shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Board for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. Services and Compensation. The Contractor's services and compensation shall be as set forth in Appendix A, which may be amended in writing from time to time. The Board must receive a fully executed Agreement before payment can or will be made. The Board will not be responsible for any additional services and/or charges not specified in this Agreement and/or Appendix A. Payments shall be processed thirty (30) days from the Board's receipt of an accurate, detailed and undisputed invoice.

4. Contractor Representations. The Contractor represents that it will exercise independent judgment and discretion in providing the services. The Contractor represents that the Contractor and/or its officials, employees, and/or agents have the qualifications and ability to perform the services and have all necessary certifications, licenses, and/or registrations.

5. Performance of Duties. The Contractor shall perform its duties in accordance with the currently approved methods and standard practices of the profession and the RFB.

6. Contact with Students and School Community. The Parties agree that the obligations of this Contract do not require interaction with students or other members of the school community. The Contractor expressly agrees that the Contractor Employees performing the Services shall not, under any circumstances, converse or interact in any manner with students or any minor children physically present on Board property. Contractor Employees shall refrain from use of vulgar language, obscene gestures, and any behavior inappropriate for a school environment.

7. Insurance. The Contractor shall, at its own expense and cost, obtain and keep in force during the entire Term of the Agreement primary insurance coverage in accordance with the minimum limits and requirements set forth in the RFB covering the Contractor and all of its agents and employees and shall name the City of Torrington, the Board, and their respective officers, officials, employees, agents, boards, and commissions as Additional Insureds on a primary and non-contributory basis. The Contractor shall assume any and all deductibles and the Contractor's insurer shall have no right of recovery or subrogation against the City or the Board.

8. Indemnification. The Contractor shall assume all liability for the services provided. The Contractor shall indemnify, defend, and hold harmless the Board, the City of Torrington, and their respective officials, agents, and employees from and against all claims, damages, losses, and expenses (including attorneys' fees) which result from or arise out of (i) this Agreement, (ii) conduct of the Contractor's business, (iii) breach or default in performance, and/or (iv) negligence or willful misconduct of the Contractor. This provision survives termination or expiration.

9. Non-Discrimination. The Contractor will not make employment decisions on the basis of race, color, religion, age, sex, marital status, veteran status, sexual orientation, national origin, ancestry, disability, genetic information, or gender identity or expression.

10. Compliance. The Contractor shall comply with all Board policies and all federal, state, and municipal statutes, ordinances, and regulations applicable to the services.

11. No Assignment. Neither this Agreement nor any duties may be assigned without the prior written consent of the Board.

12. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut. The Parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.

13. Termination. The Contract will remain in force for the entire Term, subject to: (a) Termination for cause if the Contractor has not satisfactorily performed; (b) Termination for the Board's convenience; (c) Termination if sufficient funds are not appropriated.

14. Enforcement Costs. All costs and expenses incurred by the Board, including attorneys' fees, in enforcing any of its rights shall be repaid by the Contractor upon demand.

15. Entire Agreement. This Agreement and any appendices, exhibits, and attachments, as well as the RFB and the Contractor's response, set forth the entire understanding between the Parties. Provisions may not be changed except by an instrument in writing signed by both Parties.

16. Severability. If any provision is found invalid, the remaining provisions shall remain in full force and effect.

17. Written Modifications. Any modification of this Agreement will be effective only if it is in writing signed by the Party to be charged.

18. Notices. Notices shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by certified/registered mail to:

To Board:

Dean Pergola, Director of Facilities

Torrington Board of Education

50 Major Besse Drive

Torrington, CT 06790

To Contractor:

[INSERT]

IN RECOGNITION WHEREOF, the Parties have set their hands through their duly authorized representatives on the dates indicated on the signature page.

TORRINGTON BOARD OF EDUCATION

By: _____

Name: _____

Title: _____

Date: _____

[CONTRACTOR]

By: _____

Name: _____

Title: _____

Date: _____