



New Milford Board of Education  
25 Sunny Valley Rd  
Suite A  
New Milford, CT 06776

# **NEW MILFORD PUBLIC SCHOOLS**

## **REQUEST FOR PROPOSAL**

**RFP E-2425-002**

### **ARCHITECTURAL AND ENGINEERING SERVICES**

#### **SARAH NOBLE INTERMEDIATE SCHOOL HVAC IMPROVEMENTS**

New Milford Public Schools  
Request for Proposal  
Architectural & Engineering Services  
SNIS HVAC Improvements

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## **1. INTRODUCTION**

The New Milford Public Schools (the “District”) is requesting proposals from qualified firms to provide architectural and engineering services in connection with planning, design, and potential alterations for improving the Sarah Noble Intermediate School air conditioning system (the “Project”). Respondents should be experienced in the CT Department of Administrative Services (DAS) grant process.

### **1.1 BACKGROUND**

Sarah Noble Intermediate School was renovated in 2001. At that time a chiller was installed to provide air conditioning to unit ventilators in classrooms. This two pipe system also supplies hot water to those units to provide heat in cold months. This system is challenged to maintain comfortable humidity levels when outside temperatures and dew points are extremely high.

## **2. SCOPE OF SERVICES**

The following scope of services is preliminary and shall not be construed as the complete list of tasks. The scope of services is generally defined as noted below. Firms submitting proposals are required to include information on how the scope of services will be addressed, including a timeline relative to the tasks defined. The scope of services will be finalized with the selected Architect and may include, but not be limited to, the following:

1. Perform all investigative work necessary to establish existing conditions.
2. Define alterations and or potential work to directly address issues relating to high humidity in affected spaces.
3. Prepare preliminary designs and cost estimates. Please note that the Board of Education is subject to prevailing wage requirements in accordance with Connecticut General Statutes. Budgets developed must be comprehensive, including costs for construction, administration and inspection, permitting, printing, engineering, special inspections, materials testing, etc. Cost associated with a presentation of the preliminary designs and cost estimates should be considered in your proposal.
4. Prepare complete construction plans, including, but not limited to, plan and profile views, cross sections, typical details and detailed cost estimate sheets. Design submissions will be required at the preliminary and final design stages.
5. Prepare all construction documents, including, but not limited to, notices, special provisions, and detailed unit price bid proposals. All construction documents shall be submitted at the semi-final stage. Provide finished drawings and specifications to the District for bidding by the Purchasing Agent; it is expected that your firm will be available for assistance in the bidding process. Your firm should assume that drawings and specifications will be made available to bidders directly, providing online access and direct document handling (i.e. printing costs borne by the bidders).
6. Attend pre-bid meetings, address RFI’s, and review and evaluate bids received, including detailed analysis of the three lowest bids. Then work in conjunction with the District to recommend the awarding of the contract.
7. It is anticipated that the selected firm’s obligation during construction will involve plan and specification interpretation and clarification as necessary, attendance at job meetings, assistance in

compliance throughout construction, assistance in the coordination of special inspections, review of materials testing, limited inspection of work performed by contractor(s), and approval of payment requisitions from contractor(s). The selected firm is expected to include the cost for a level of inspection services that would permit the firm to satisfy itself of the work prior to signing requisitions for payment.

## **2.1 PROJECT DELIVERABLES**

The awarded engineering firm shall provide Project manual specifications and mechanical drawings needed for any work deemed necessary by the District for improved HVAC operations at Sarah Noble Intermediate School. These documents will be used to publicly bid the Project post design. The firm shall identify potentially new HVAC equipment if required, devise layout changes, if necessary any structural changes required for the new equipment and also specify any subsequent electrical work, fire suppression upgrades, and all else necessary to complete this Project.

### **Schematic Design**

- Review all existing conditions, documentation, previous studies, etc. and become familiar with the Project history.
- Review the existing facility and equipment
- Review existing and future space needs
- The Project shall be designed to meet all of the Connecticut DAS Grants requirements as well as all other state agency requirements. It shall also meet the current state building and life safety codes as required by state law. The design team is responsible for preparing and submitting all documentation required to receive state and local permits as well as any variances that may be required. This shall include, but not be limited to, building permits, local inland wetlands, local planning and zoning, review by any architectural review boards, variances, and other approvals necessary to proceed with the construction of the Project. It also includes preparation of all CT DAS checklists and forms at all phases of the Project
- Provide a schematic cost estimate for potentially different schemes.
- Provide detailed cost estimates and timelines of preferred schematic design (projected hard costs.)
- Provide cost estimates for anticipated professional fees, testing and inspections, equipment, associated Project related expenses (projected soft costs.)
- Prepare total Project budget for District's turnkey completion of the Project as described on schematic design.

### **Design Development**

- Develop the design of the preferred option selected.
- Provide an updated cost estimate.

## **Construction Documents**

- Complete construction documents, including plans and specifications for all disciplines.
- Final Cost Estimate.

## **Bidding and Construction Administration**

- Conduct a pre-bid walk thru/ briefing session with potential bidders.
- Prepare addenda and respond to bidders' questions or requests for clarification.
- Assist with the evaluation and recommendation of a General Bidder.
- Attend a pre-construction meeting with the General Contractor.
- Review and comment on all product submittals and shop drawings.
- Create and maintain submittal, RFI and change order logs.
- Cooperate with all Owner paid-for testing, commissioning, reporting, etc.
- Assist with LEED documentation, if applicable.
- Review requests for additional costs and make recommendations to the District.
- Review all Contractor Applications for Payment and recommend approval.
- Attend weekly/regular progress meetings with the Contractor, document and distribute minutes of the meeting; review progress of construction; notify contractor of any non-compliant and unacceptable installations; assist with the resolution of conflicts, unforeseen conditions, etc.
- Prepare regular Field Reports/ Observations for the Building Department.
- Coordinate and perform Punch List walk-throughs and issue Punch Lists.
- Prepare and issue Certificate of Substantial Completion and assist with obtaining Certificate of Approval.

## **Completion/Post Completion**

- Review all close out materials prepared by the contractors including, but not limited to, warranties, as-built and O&M manuals.
- Review final releases of lien, releases of surety, requests for reduction in retainage and/ requests for final payment.
- Provide assistance with commissioning services for new equipment
- Assist with troubleshooting and resolution of any warranty items and/ or callbacks.
- Issue required Final Affidavits.

## **Ownership and Copyright of Documents**

It is intended that all data, reports, drawings, specifications, record drawings, plans, models, and other materials and work product prepared or furnished by or on behalf of the selected bidder in connection with the Project, whether in printed or electronic format (collectively, the "Documents") shall be the property of the District. The District shall grant to the selected bidder a license to use the Documents for purposes of the Project and the future repair, maintenance and replacement thereof (each, an "Authorized Use"). The selected bidder shall not use the Documents except for an Authorized Use without the specific written authorization of the District. The District shall have no liability for any claim, liability or cost arising out of any unauthorized reuse or modification of the Documents without the written authorization of the District.

### 3. PROPOSAL INSTRUCTIONS

All proposals for service shall remain valid and be binding upon the respondent if accepted by the District within ninety (90) calendar days of the proposal submission date. All proposals shall be signed by an authorized representative of such company.

Proposals shall include a statement of understanding of the work and of qualification of the firm/organization submitting the proposal and those employees that will be providing services to the District.

Response must include completed appendices.

#### 3.1 TIMELINE

|                                    |  |
|------------------------------------|--|
| <b>Pre-Bid Site Visit:</b>         | Thursday, November 21, 2024 4PM<br>Sarah Noble Intermediate School<br>25 Sunny Valley Rd<br>New Milford, CT 06776          |
| <b>Questions Due from Bidders:</b> | Monday, December 2, 2024 12PM  |
| <b>Proposals Due:</b>              | Friday, December 13, 2024 12PM<br>New Milford Public Schools Facilities Offices<br>386 Danbury Rd<br>New Milford CT, 06776 |
| <b>Public Bid Opening:</b>         | Friday, December 13, 2024 2PM<br>New Milford Public Schools Facilities Offices<br>386 Danbury Rd<br>New Milford CT, 06776  |
| <b>Notice to Proceed:</b>          | January 15, 2025   |
| <b>Completed Services:</b>         | March 3, 2025  |

#### 3.2 QUESTIONS AND COMMUNICATIONS

Bidders are hereby notified not to contact any member of District staff and its elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Matt Cunningham, Director of Facilities, by email at [cunningham@newmilfordps.org](mailto:cunningham@newmilfordps.org) by Monday, December 2, 2024 at 12PM. Answers to all received questions will be posted on the District website at <https://www.newmilfordps.org/fiscalservices>.

### 3.3 ADDENDA

The District reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. Addenda notifications will be emailed to all persons on record from the mandatory pre-bid conference and posted on the District's website.

### 3.4 FORMAT

The submitted proposals must follow the rules and format established within this RFP. Failure to comply with all provisions of this RFP may result in the proposal being disqualified. All proposals must be securely bound. Proposals must submit completed appendices.

- Provide references including names for at least three (3) references from similar sized clients with contact information. References submitted using Appendix C: Reference List
- A schedule of hourly rates and any additional charges and/or expenses that may be billed to the District under this agreement must be included with the proposal on the "Fee Proposal" located as Appendix D within this packet.
  - A description of the firm/organization's billing process and any special payment terms should be included.
- A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the District in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
- Name, email address and telephone number of person(s) to be contacted for further information or clarification.
- Copy of any necessary State of Connecticut or local licenses and/or permits necessary to perform the work required.
- Respondents shall identify and submit detailed resumes for any staff members of the design team (including sub-consultants) with their assigned roles and a description of their background and experience.

### 3.5 SUBMISSION

Each proposal must be submitted in a sealed envelope bearing the bid number **RFP E-2425-002** and titled "**ARCHITECTURAL AND ENGINEERING SERVICES: SARAH NOBLE SCHOOL HVAC IMPROVEMENTS**". Three (3) printed copies of the proposal and one (1) electronic copy on a USB drive must be provided. Proposals must be delivered to New Milford Public Schools Facilities Offices, 386 Danbury Rd, New Milford, CT 06776 by Friday, December 13, 2024 at 12PM. Proposals submitted after this time will not be considered. Each Bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials including any work product, instruments of service and other deliverables shall become the property of the District, and the Bidders shall not claim any ownership interest in the same.

**Submissions received after the deadline of Friday, December 13 at 12pm will be considered informal and rejected.**

### 4. SELECTION PROCESS

Proposals will be evaluated by a selection committee based upon the response to the criteria presented in the request and any other factual information it deems appropriate. The committee will make a recommendation to the Superintendent of Schools and Board of Education for final acceptance of the selection. During the evaluation process, a firm/organization may be asked to make an oral presentation. The District reserves the

right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, waive minor inconsistencies with the request for proposals, and to select the proposal the committee deems best fits the needs of the District.

The District reserves the right to negotiate any and all elements of any proposal directly with the provider. No changes in or to the proposal submissions will be permitted subsequent to the proposed target date unless approved by the District. The District may request clarifications on any portion of the proposal in order to develop a comprehensive assessment of the proposal.

#### **4.1 DISCLAIMERS AND DISCLOSURES**

The District has prepared this document to give background information to interested parties for participating in the RFP process. While the District has taken due care in the preparation of this RFP document and believes it to be accurate, neither the District nor the Town of New Milford nor any of their respective officers, employees, agents or advisors (collectively the “District Parties”) give any warranty or make any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. The information disclosed herein is provided on the basis that it is non-binding on the District Parties. The District reserves the right to alter/increase/decrease the scope of work requirements as later determined. The District reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. The District reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. The District does not bind itself to accept the lowest or any offered RFP and reserves the right to reject all or any or cancel the RFP without assigning any reason whatsoever. The District also has the right to re-issue the RFP without the Vendors having the right to object to such reissue. No oral statement of any representatives of the District shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged statement.

The District may elect to meet with any, all, or none of the bidders or prospective bidders prior to selection. The District reserves the right to reject any or all of the proposals submitted, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal. The District reserves the right to negotiate the cost of this proposal and to award the work to other than the proposer with the lowest cost, if it is in the best interest of the District. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the proposer selected. The District may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this request for proposals if it is determined that doing so is in the District’s best interests. Any such action shall be communicated to prospective consultants via a posting on the District’s website. Each prospective bidder shall be responsible for checking the District’s website at <https://www.newmilfordps.org/fiscalservices> to determine if the District has clarified, modified or amended this request for proposals and if so ensuring that its proposal is in accordance with the terms of the clarified, modified or amended request for proposal.



## **5. TERMS AND CONDITIONS**

Based on the outcome of this process, evaluation, design and specifications, and cost estimates need to be completed within 30 days of award notice or contract signing, whichever is later.

### **5.1 INDEMNITY**

Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless the District, the Town of New Milford and their current and former officers, members, agents and employees against any and all liability, loss, damages, costs and expenses, including reasonable attorneys' fees to the extent caused by the negligent acts, errors or omissions of the contractor or those for whom the contractor is legally responsible in the performance of the work. These provisions shall also include any liability, which may result from a worker's compensation claim or resulting third party action against the District.

### **5.2 ASSIGNMENT OF RIGHTS, TITLES, & INTERESTS**

Any assignment or subcontracting for work to be performed related to this request, in whole or in part, and any other interest in conjunction with the District's procurement shall not be permitted without the express written consent of the District.

### **5.3 AVAILABILITY OF FUNDS**

Any contract award associated with this RFP is contingent upon the availability of District funding. If funds for the continued fulfillment are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the District will have the right to terminate the Contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The District will provide at least thirty (30) days advance written notice of such termination and will use reasonable efforts to ensure appropriated funds are available. In the event that funds are not available, any agreement resulting from this RFP shall become null and void.

### **5.4. TAX EXEMPT**

The District is tax exempt under state and federal law. The successful vendor will be responsible for any and all federal, state and local taxes including personal property tax. Such taxes must not be included in the bid price.

### **5.5 INSURANCE**

Prior to the commencement of any work and no later than ten (10) days after notice of award of the contract, the selected bidder shall submit to the District evidence of insurance demonstrating that the contractor has coverage for Workmen's Compensation Insurance, Liability, Property Damage, and Automobile/Truck insurance with the minimum limits of liability set forth herein. Certificates of insurance shall contain a provision that such policies shall not be canceled or permitted to expire until at least thirty (30) days prior written notice has been provided to the selected bidder. Further, the District, the Town of New Milford and their current and former officers, members, agents and employees shall be named as an additional insured on a primary and non-contributory basis. The contractor and its insurers shall waive all rights of subrogation against the Town of New Milford and New Milford Board of Education and their current and former officers, members, agents and employees. Proof of insurance must accompany proposals.

- a) Worker's Compensation Insurance shall not be written for less than the statutory limits and shall include Employer's Liability Insurance at a limit of not less than Five Hundred Thousand Dollars (\$500,000);
- b) General Liability Insurance shall be insured at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) for total aggregate liability; additionally, shall be insured with an umbrella coverage not less than One Million Dollars (\$1,000,000).
- c) Property Damage Insurance shall be written at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) for each aggregate Liability.

## **5.6 CONTRACT**

The selected bidder will be required to execute a contract, as may be amended by the District and subject to the terms set forth in this request for proposal. By submitting a proposal, bidders agree to all the terms and conditions of this RFP.

## **5.7 PERMITS AND CODES**

The selected bidder will comply with all laws, codes, rules and regulations of the State, County and Town applicable to the work to be performed. Any permits lawfully required shall be obtained by the selected bidder, who shall pay all lawful charges.

## **5.8 PRICE**

The price quoted shall include all contingencies, including but not limited to profit, BFO, administrative fees, direct costs, etc. to complete the project as described in this document.

## **5.9 FREEDOM OF INFORMATION ACT**

All information submitted in a proposal or in response to a request for additional information is potentially subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. Proposals and the information contained therein shall not be treated as or considered confidential by the District.

**APPENDIX A  
BIDDER INFORMATION SHEET**

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date of Bid \_\_\_\_\_

The bidder listed above declares and certifies:

1. That the said bidder is of lawful age and the only one interested in this Bid, and that no other bidder has any interest herein.
  
2. That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud.
  
3. That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the New Milford Public Schools, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service and/or labor for which this bid is made.
  
4. That the price quotes herein are net and exclusive of all federal, state and municipal sales and excise taxes.

\_\_\_\_\_  
(Person, Firm, or Corporation)

\_\_\_\_\_  
(Authorized Signature)

**APPENDIX B**  
**AFFIRMATIVE ACTION/EQUAL OPPORTUNITY STATEMENT**

The New Milford Public Schools is an Equal Opportunity Employer and will not transact business with firms that are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

This form is required to be filled in (enter company name above lines below), signed and returned with any Invitation to Bid, Request for Proposal, or other public solicitation document in order to transact any business with the New Milford Public Schools.

\_\_\_\_\_ will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other legally recognized protected class status except in the case of a bona fide occupational qualification.

It is the policy of \_\_\_\_\_ that any form of discrimination or harassment on the basis of race, religion, color, national origin, alienage, sex, sexual orientation, marital status, age, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other protected class status prohibited by state or federal law is prohibited.

\_\_\_\_\_ will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

\_\_\_\_\_ will remain in full compliance with the above while under contract with or performing work for the New Milford Public Schools.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name/Title of Company Officer

Business Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

**APPENDIX C**  
**REFERENCE LIST**

In the interest of securing competent contractors, we are requiring the following information be provided with your Proposal. Failure to provide this information may jeopardize your firm being awarded this project.

Please provide three references for projects of **similar size and scope to this project**:

**Project #1**

Project Name: \_\_\_\_\_  
Customer Name/Organization/Phone Number: \_\_\_\_\_  
Date Project Completed: \_\_\_\_\_

Description of Project:

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**Project #2**

Project Name: \_\_\_\_\_  
Customer Name/Organization/Phone Number: \_\_\_\_\_  
Date Project Completed: \_\_\_\_\_

Description of Project:

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**Project #3**

Project Name: \_\_\_\_\_  
Customer Name/Organization/Phone Number: \_\_\_\_\_  
Date Project Completed: \_\_\_\_\_

Description of Project:

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