



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

NEW MILFORD PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

RFP E-2526-005

Ten Year Enrollment Projection & School Facility Utilization Study

New Milford Public Schools
Request for Proposal
Ten Year Enrollment Projection &
School Facility Utilization Study

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1. INTRODUCTION

The New Milford Public Schools (the “District”) is, looking ten (10) years out, for a refresh of its enrollment projection data, taking into consideration budget, facilities, resources, and educational programs for the future.

The District’s enrollment was 3,427 students as of 3/4/26 and the current configuration of the school system is as follows:

- One (1) PK–2 elementary school (HPS) with current enrollment as of 3/4/26 of 375 students;
- One (1) PK–2 elementary school (NES) with current enrollment as of 3/4/26 of 406 students;
- One (1) 3–5 intermediate school (SNIS) with current enrollment as of 3/4/26 of 769 students;
- One (1) 6–8 middle school (SMS) with current enrollment as of 3/4/26 of 776 students;
- One (1) 9-12 high school (NMHS) with current enrollment as of 3/4/26 of 1101 students.

The District seeks to continuously improve facility utilization in support of its mission. In looking to the future, the District will strive to continue to offer quality education to all of its students in environments that support student learning. At the same time, it wishes to be fiscally responsible in the use of its resources and facilities. To this end the District will work with a consultant/firm to achieve the following:

1. Have a refreshed enrollment projection for the next ten (10) years.
2. Determine the most efficient use and allocation of resources given forecasted demographics, declining enrollment, capacity of existing schools and other relevant variables.
3. Propose to the Board of Education a range of possible alternatives to the current use of facilities, infrastructure, practices, and procedures taking into consideration their relevant implications including, but not limited to, budget, facilitation of academic programs, impact on children and families, and legislative requirements and mandates.

2. SCOPE OF SERVICES

This RFP is being issued for consultative services and the selected consultant/firm will be expected to:

- Review, verify, and analyze school enrollment projections, population trends, and forecasted demographics;
- Examine all school facilities, resources, and technology infrastructure with respect to current and future condition and capacity;

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 Anthony Giovannone, Director of Finance, by email at giovannonea@newmilfordps.org. 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 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. Proposals must include the following items:

- Name and address of the proposing firm;
- A summary of the proposal including how the proposing firm intends to approach the assignment and an overview of the principals who will be working on the project and the tasks they will be responsible for;
- 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;
- A list and description of the projects that the proposing firm has been involved with in the past five years that are similar to the scope and challenges of this project.
- An anticipated timeline required to complete the project.
- Bid and supporting information using Appendix A -- Fee Proposal Form.
- Provide references including names for at least three (3) references from similar sized clients with contact information.
- 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.

3.5 SUBMISSION

All proposals must be securely bound and submitted in a sealed envelope bearing the bid number **RFP E-2526-005 Enrollment Study**. Three (3) printed copies of the proposal and one (1) electronic copy on a USB drive must be provided. 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.

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 SELECTION CRITERIA

The following factors, without limitation, will be considered in reviewing and evaluating proposals (in no particular order):

- Experience analyzing enrollment projections and other demographic data and how they relate to physical space requirements and making recommendations based on those projections and requirements for school districts;
- Ability to provide full services to the project including engineers, architects, and other experts needed to evaluate the physical condition of school facilities and infrastructure;
- Ability to identify any facilities' issues that are foreseeable beyond the 10-year period and any recommendations to avoid or cope with these issues;
- Knowledge of federal and state laws and regulations pertaining to school buildings and their educational requirements and standards;
- The accuracy, responsiveness, and conformity with the requirements of this Request for Proposals;
- The nature, size, ownership structure, and financial condition of the Bidder's organization;
- Responsiveness, capacity, and availability to perform the services based on the needs of the District;
- Delivery or completion time;
- Other factors considered to be in the best interests of the District and the Town of New Milford; and
- Cost/Price.

4.2 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 solicited work or to change the configuration of the solicited work, 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 any bidder or prospective bidder 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 bidder or prospective bidder 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

The selected firm will be expected to commence services within 15 days of contract execution or on such other schedule as may be agreed to with the District. The District anticipates allocating up to two (2) months of overall time for the study described herein including but not limited to

data collection, meetings, agency approval, consultant coordination, etc. The intent is to have a fully developed plan with associated costs ready for implementation in the 2025-2026 school year.

5.1 INDEMNITY

To the fullest extent permitted by law, all bidders agree on behalf of themselves and their successors and assigns, covenants and agrees at their sole cost and expense, to protect, defend, indemnify, release and hold the New Milford Board of Education, Town of New Milford, its agents, servants, officials, employees, volunteers and members of its boards and commissions (collectively the “Board and Town of New Milford”), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Board and Town of New Milford by reason of bodily injury, personal injury, death, or property damage of whatsoever kind or nature, to any individuals or parties (including, but not limited to the Board and Town of New Milford, the successful bidder, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from the performance of its work under any contract resulting from this request for proposals, but only to the extent such Losses are attributable to the negligent or intentional act, error or omission of the selected bidder or any person or organization employed or engaged by the selected bidder to perform all or any part of any contract resulting from such request for proposals. The term “Losses” includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, fines, penalties, charges, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys’ fees, expert’s fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

Upon written request by the District, the selected bidder shall defend and provide legal representation to the District and/or Town of New Milford with respect to any of the matters referenced above. Notwithstanding the foregoing, the District may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the District, its attorneys shall control the resolution of such matters. Upon demand, the selected bidder shall pay or, in the sole and absolute discretion of the District, reimburse, the District and/or Town of New Milford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

THE DISTRICT and TOWN OF NEW MILFORD DO NOT AGREE TO INDEMNIFY THE SELECTED BIDDER IN CONNECTION WITH ANY LOSSES ARISING OUT OF OR RESULTING FROM, OR ALLEGED TO ARISE OUT OF OR ARISE FROM THE SERVICES PROVIDED BY THE SELECTED BIDDER PURSUANT TO ANY CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSALS.

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 bidder 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 insurance coverage of the kinds, and in the amounts specified hereunder for the term of any contract awarded pursuant to this request for proposals. 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. The insurance companies providing policies under any contract awarded pursuant to this request for proposals shall have an AM Best Rating of A-VII or better and shall be acceptable to the District.

- 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;

- d) Business automobile liability insurance for bodily injury and property damage liability combined single limit of not less than One Million Dollars (\$1,000,000). "Any Auto" (Symbol 1 or equivalent) is required.

The selected bidder shall require any approved subcontractor or independent contractor to carry the insurances set forth herein and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work. The selected bidder and any permitted subcontractors and their respective insurers shall waive all rights of subrogation against the Board and the Town and their respective officers, agents and employees for losses arising from work performed under the any contract awarded pursuant to this request for proposals.

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 except as may be expressly waived in such contract. 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.

