



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

## **NEW MILFORD PUBLIC SCHOOLS**

### **RFP E-2627-001 NMPS NMHS Tennis Courts**

#### **REQUEST FOR PROPOSAL:**

**Design, Engineering, and Construction Administration  
Services for Tennis Court Reconstruction**

New Milford Public Schools  
Request for Proposal  
Design, Engineering, and Construction Administration Services for Tennis Court  
Reconstruction

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## **1. INTRODUCTION**

The New Milford School District (the "District") is seeking a single, fixed-price proposal from qualified firms to provide professional design, engineering, and construction administration services for the demolition of six (6) existing asphalt tennis courts and the reconstruction of the facility using high-performance Post-Tensioned (PT) Concrete.

The primary objective of this solicitation is to secure a design professional who will assess the site, develop comprehensive conceptual and construction designs, secure necessary permits, and subsequently produce a complete Request for Proposals (RFP) and bid package to solicit construction firms for the execution of the project.

## **2. COMPREHENSIVE SCOPE OF SERVICES (BASE BID)**

### **A. Discovery, Geotechnical, & Surveying**

- Survey Verification & Supplement: The District will provide existing site drawings. The Consultant shall review these records and perform any necessary supplemental topographic and utility surveying required to ensure the accuracy of the base mapping. The Consultant assumes responsibility for the accuracy of the final site data used for engineering.
- Geotechnical Investigation: Provide a comprehensive geotechnical investigation to evaluate subsurface conditions for the new PT slab. All geotechnical testing, analysis, and subsequent design recommendations must be performed in strict accordance with applicable state and local building codes, governing regulatory bodies, and industry best practices to ensure a structurally sound foundation.
- Asphalt Demolition & Base Analysis: Provide standards for the removal of existing asphalt and protocols for testing the sub-base to determine if it meets structural requirements for a PT concrete foundation.

### **B. Conceptual Design & Construction Documents**

The Consultant shall advance the design into two distinct conceptual options:

- Option A: 6 Regulation Tennis Courts (PT Concrete).
- Option B: 4 Tennis Courts + 1 Multipurpose Court (PT Concrete) with integrated spectator seating/bleachers.

Detailed Engineering Plans (30-Scale) shall include:

- Technical Standards: All design and construction documents must meet or exceed the standards set forth in the American Sports Builders Association (ASBA) Construction Manual: *Tennis Courts: A Construction & Maintenance Manual*.
- Site & Accessibility Engineering: Grading and drainage plans demonstrating ADA accessibility, site-specific stormwater management, fencing details, net post/anchor details, and standard regulation court striping.
- Engineering Standards & Calculations: Full PT concrete slab design, details, and structural calculations.

- **Defined Testing & Inspection Protocols:** The Consultant must designate in the construction documents all necessary tests for the concrete mix and the post-tensioning process (e.g., strength, slump, elongation).
- **Review Guidelines:** Establish specific guidelines for the review of all test results, including the "Notice to Proceed" criteria for cable stressing and allowable variance parameters for tendon elongations.
- **Stormwater Pollution Control Plan (SWPCP) & Permitting:** The Consultant shall develop a comprehensive SWPCP and detailed Erosion and Sedimentation (E&S) control plans in strict accordance with the 2024 Connecticut Guidelines for Soil Erosion and Sediment Control (CTDEEP) and the Town of New Milford's local regulations. The Consultant is responsible for preparing and filing all necessary documentation to secure applicable stormwater and land disturbance permits prior to the bidding phase.
- **Technical Specifications:** Comprehensive project manual using CSI three-part format modified for PT material handling, stressing logs, and testing requirements.

### **C. Construction RFP Development & Bidding Assistance**

- **Bid Package Creation:** Develop a comprehensive, biddable Request for Proposals (RFP) package for the construction phase, including all technical specifications, bid forms, and contract requirements.
- **Integration of SWPCP into Construction Documents:** The Consultant must incorporate the approved SWPCP and E&S plans into the final construction bid package. The technical specifications must clearly define the future Construction Contractor's legal and operational responsibilities to install, maintain, and inspect all required Best Management Practices (BMPs), and to act as the co-permittee for the duration of the site work.
- **Document Distribution:** Supply electronic copies of plans and specifications for prospective bidders.
- **Pre-Bid Facilitation:** Lead a pre-bid meeting and site walk-through with prospective construction contractors.
- **Bidder Communication:** Respond to bidder Requests for Information (RFIs) and issue necessary addenda.
- **Bid Review:** Review all submitted construction bids and contractor qualifications to assist the District in the final contract award.

### **D. Construction-Phase Services & Oversight**

- **Contract Administration:** Review shop drawings, product data submittals, and Proposed Change Orders (PCO). Evaluate contractor payment requisitions and requests for extra work.
- **SWPCP Compliance Monitoring:** During routine weekly site visits, the Consultant shall observe the Construction Contractor's implementation and maintenance of the SWPCP and E&S controls. Any deficiencies or permit violations must be formally documented in the site meeting minutes and immediately reported to the District and the Contractor for corrective action.
- **Site Inspections:** Conduct regular site visits to observe work in progress and distribute meeting minutes/progress reports.
- **Specialized Certifications:** Perform special inspections during critical PT milestones. The Consultant must witness, verify, and formally certify all PT cable stressing logs and concrete strength tests.
- **Project Close-out:** Prepare a punch list of deficient items and provide a formal recommendation for project acceptance and the filing of the permit "Notice of Termination."

### **3. DELIVERABLES**

The Consultant shall provide the following deliverables at the appropriate project milestones. All physical and digital deliverables must be included in the Base Bid fee:

- Conceptual Design Packages: Digital PDF format of both Option A and Option B for District review and selection.
- Draft Construction Documents (90% Review): Digital PDF format of all site plans, structural calculations, and the Project Manual for final District approval.
- Final Construction Documents & Bid Package (100%): Drawings: Formatted at 30-scale on standard Arch D (24" x 36") or ANSI D (22" x 34") sheets. Provide one (1) high-resolution digital PDF set, one (1) AutoCAD (.dwg) file set, and three (3) full-size hard copy sets.
  - Project Manual/Specifications: Formatted on standard 8.5" x 11" pages. Provide one (1) digital PDF and three (3) hard copies.
  - Construction RFP: The finalized, front-end bidding document ready for public advertisement (PDF and Word formats).
- Permitting & SWPCP: Copies of all submitted permit applications, the approved SWPCP narrative, and final regulatory approvals.
- Construction Administration Records: Digital copies of all weekly meeting minutes, RFI responses, approved submittals, certified PT stressing logs, and the final punch list/project close-out recommendation.

### **4. ADD/ALTERNATE NO. 1: USTA GRANT SUPPORT & COMPLIANCE**

The District may elect to pursue funding through the United States Tennis Association (USTA) Facility Assistance Grant. Bidders are requested to provide a separate scope and fee for ensuring the project meets all grant conditions and assisting the District with the application process.

#### **A. Scope of Add/Alternate Services:**

- Technical Compliance: Serve as the primary technical liaison for the USTA Facility Assistance Grant. Ensure all designs meet USTA "National Category" standards and strictly exclude non-tennis lines (e.g., pickleball) on primary courts to prevent grant disqualification, overriding standard multipurpose striping if necessary.
- Grant Management & Application: Prepare all technical site plans, USTA-specific cost estimates, and documentation required for the application. Assist the District in verifying the status of secured funding.

#### **B. Additional Submission Requirements for Add/Alternate:**

- USTA Experience: Evidence of at least two (2) successful USTA Facility Assistance Grant awards secured by the firm or lead personnel.

## 5. 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.

### 5.1 TIMELINE

**Mandatory Pre-Bid Site Visit:** Friday, July 31, 2026 10:00AM  
New Milford High School  
388 Danbury Rd.  
New Milford, CT 06776

**Questions Due from Bidders :** Friday, August 7, 2026 12PM

**Proposals Due:** Friday, August 21, 2026 12PM  
New Milford Public Schools Facilities Office  
386 Danbury Rd  
New Milford CT, 06776

**Public Bid Opening:** Friday, August 21, 2026 1:00PM  
New Milford Public Schools Facilities Office  
386 Danbury Rd  
New Milford CT, 06776

#### **Target Phase 2 Milestones (For Reference):**

Anticipated Construction Bid Posting: Friday, October 2, 2026

Anticipated Construction Bid Award: Monday, November 2, 2026

Anticipated Construction Commencement: Monday, June 14, 2027

### 5.2 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 [cunninghamm@newmilfordps.org](mailto:cunninghamm@newmilfordps.org) by Friday, August 7, 2026 at 12PM. Answers to all received questions will be posted on the District website at <https://www.newmilfordps.org/fiscalservices>

### 5.3 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 at <https://www.newmilfordps.org/fiscalservices>

## 5.4 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.

## 5.5 SUBMISSION

Each proposal must be submitted in a sealed envelope bearing the bid number "**RFP E-2627-001 NMPS NMHS Tennis Courts**" and titled "**Design, Engineering, and Construction Administration Services for Tennis Court Reconstruction**". 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 Office, 386 Danbury Rd, New Milford, CT 06776 by Friday, August 21, 2026 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, August 21, 2026 @ 12PM will be considered informal and rejected.**

## 6. 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.

## **6.1 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 give any warranty or make any representations (collectively the “District Parties”), 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 of 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 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 a bidder other than the bidder 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 bidders 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.

## **7. TERMS AND CONDITIONS**

The selected Consultant must complete the initial site evaluation, conceptual designs, specifications, and cost estimates within thirty (30) days of the award notice or contract execution, whichever is later.

### **7.1 INDEMNITY**

To the fullest extent permitted by law, the successful bidder on behalf of itself and its successors and assigns, covenants and agrees at its 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's, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from the successful bidder's performance of its work pursuant to the terms of this request for proposals or any subsequent contract, but only to the extent such Losses are attributable to the negligent or intentional act, error or omission of the successful bidder or any person or organization employed or engaged by the successful bidder to perform all or any part of the work contemplated pursuant to this request for proposals or any subsequent contract. 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 Board, the successful bidder shall defend and provide legal representation to the Board and/or Town of New Milford with respect to any of the matters referenced above. Notwithstanding the foregoing, the Board 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 Board, its attorneys shall control the resolution of such matters. Upon demand, the successful bidder shall pay or, in the sole and absolute discretion of the Board, reimburse, the Board and/or Town of New Milford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with the work contemplated pursuant to this request for proposals or any subsequent contract.

THE BOARD and TOWN OF NEW MILFORD DO NOT AGREE TO INDEMNIFY THE SUCCESSFUL BIDDER IN CONNECTION WITH ANY LOSSES ARISING OUT OF OR RESULTING FROM, OR ALLEGED TO ARISE OUT OF OR ARISE FROM THE SERVICES CONTEMPLATED UNDER THIS REQUEST FOR PROPOSALS OR ANY SUBSEQUENT CONTRACT.

## **7.2 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.

## **7.3 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.

## **7.4. 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.

## **7.5 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 Worker'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 this proposal.

- 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.

## **7.6 CONTRACT**

The selected bidder will be required to execute an appropriate AIA 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 and accept that the ultimate award of this project is contingent upon the successful bidder entering into a contract with the District that incorporates the terms of this RFP.

## **7.7 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.

## **7.8 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.

## **7.9 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 must be completed, (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

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

Name/Title of Company Officer

\_\_\_\_\_  
Date Phone

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

In the interest of securing competent consultants, 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:

**Project #2**

Project Name: \_\_\_\_\_

Customer Name/Organization/Phone Number: \_\_\_\_\_

Date Project Completed: \_\_\_\_\_

Description of Project:

**Project #3**

Project Name: \_\_\_\_\_

Customer Name/Organization/Phone Number: \_\_\_\_\_

Date Project Completed: \_\_\_\_\_

Description of Project:

**APPENDIX D  
FEE PROPOSAL**

For all services as outlined in the RFP to be performed during the New Milford High School : Design, Engineering, and Construction Administration Services for Tennis Court Reconstruction

Respondents must utilize the following format to present their proposed fees.

A. Base Bid Fee The District requires a Single Fixed Lump Sum for the entirety of the Base Bid scope described in Sections 2 and 3. This lump sum fee must encompass all professional services, including but not limited to topographic surveying, geotechnical investigations, SWPCP design/filing, the development of the Construction RFP, bidding assistance, construction administration, and all required deliverables.

- Total Base Bid (Fixed Lump Sum): \$\_\_\_\_\_

B. Add/Alternate No. 1 Fee Provide a separate Fixed Lump Sum fee for all services related to USTA Technical Compliance and Grant Management as described in Section 4. This fee must not be included in the Base Bid.

- Total Add/Alternate No. 1 (Fixed Lump Sum): \$\_\_\_\_\_