REQUEST FOR PROPOSALS
FOR
TROY SCHOOL DISTRICT HAMILTON AND WASS ELEMENTARY SCHOOLS OPERABLE WALL REPLACEMENT

RFP #2526-05

TROY SCHOOL DISTRICT
Attention: Jennifer Vente
District Purchasing Coordinator
1140 Rankin Street
Troy, Michigan 48083
Telephone: (248) 823-4078
Fax: (248) 823-4077
Email: purchasingoffice@troy.k12.mi/us

I. OVERVIEW

1.1. PURPOSE

The purpose of the Request For Proposals ("RFP") is for Troy School District (the "School District") to obtain proposals from qualified contractors for RFP Number 2526-13 – Troy School District Hamilton and Wass Elementary Schools Operable Wall Replacement. (the "Work").

1.2. SELECTION TIMELINE

NOTE*:* Throughout the remainder of this RFP, a prospective contractor is referred to as the "Contractor."

The School District's anticipated timeline for its selection process is:

Issuance of this RFP	August 11, 2025

There is no Non-Mandatory Pre-Proposal Meeting scheduled. If bidders want to visit the site, contact Mark Paulus at lecoleplanners3@gmail.com or (248) 880-6791

Deadline for written Requests For Clarifications:	1:00 pm local time, August 11, 2025
DUE DATE FOR PROPOSALS	**11:00 a.m. Local Time, August 25, 2025**
School District's Consideration of the Contract	September 16, 2025
Commencement of Work	December 22, 2025
Completion of Work	January 2, 2026

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II. SUBMISSION OF PROPOSALS

2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

Monday, August 25, 2025 at 11:00 a.m Local Time (the "Due Date")

2.1.1. Sealed proposals should be submitted through Buildingconnect.com with the following link: https://app.buildingconnected.com/public/5cc9d7f637c1a90018cb55dc. No physical bids will be accepted in person or via delivery service.

2.1.2. Late Proposals: Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.

2.1.3. Returned Proposals: All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at its sole cost and expense.

2.1.4. Signed Original Proposal: Each Proposal must be signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX, or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

2.1.5. Opening of Proposals: At the Due Date stated above and with the following virtual link: meet.google.com/tfd-nkmz-zyt or phone number (609) 800-2153 PIN 311 880 711#, all submitted Proposals shall be publicly opened and read aloud. Any interested parties may attend. No immediate decision will be rendered.

2.1.6. E-Mail Clarifications: The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications include e-mail.

2.1.7. Additional Requests For Clarification: Prospective Contractors may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after **1 p.m. on August 18, 2025**. Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Mark Paulus at lecoleplanners3@gmail.com (Subject Line: 2526-05 Hamilton and Wass Elementary Schools Operable Partition Replacement RFP Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District's website. It is each Contractor's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.

2.1.8. Restrictions On Communication: From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except for additional Requests For Clarification in accordance with Paragraph 2.1.7 above, or as otherwise required by applicable law.

2.1.9. Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed to all parties that requested a copy of this RFP. All addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.

2.1.10. RFP/Proposal Information Controlling: The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.

2.1.11. Finality of Decision: Any decision made by the School District, including the Contractor selection, shall be final.

2.1.12. Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event the Contractor's Proposal is accepted by the School District and the Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor.

2.1.13. Release of Claims: Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

2.1.14. Contractor Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

2.1.15. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

2.1.16. Collusive Bidding: The Contractor certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2.2 PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1, and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the "Contract" and referred to throughout the Contract as the "Agreement") (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part

of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Contractor's opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor's Proposal**.**

Each Proposal must include, at a minimum, the following:

2.2.1 A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.

2.2.2 References – Each Proposal must include detailed evidence that the Contractor is currently providing Work for other K-12 public school districts or educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of work provided. This should include school districts of similar size and scope as the School District.

2.2.3 Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

2.2.4 Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.

2.2.5 A completed Proposal Pricing Form provided as **ATTACHMENT A**.

2.2.6 A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.

2.2.7 A completed Iran Economics Sanctions Act Affidavit of Compliance provided as **ATTACHMENT C**.

2.3 SPECIFICATIONS

#	Description	Pages
10 22 26	Operable Partition Acousti-Seal	4

2.4 DRAWINGS AND PICTURES

#	Description
Hamilton Elementary School	
N/A	Overall Floor Plan
1 of 5	Picture – No Name
2 of 5	Picture – No Name
3 of 5	Picture – No Name
4 of 5	Picture – No Name
5 of 5	Picture – No Name

Wass Elementary School

N/A	Overall Floor Plan
1 of 5	Picture – No Name
2 of 5	Picture – No Name
3 of 5	Picture – No Name
4 of 5	Picture – No Name
5 of 5	Picture – No Name

2.5 SCOPE OF WORK

General

1. Specification section 10 22 26
2. The basis of design is Modernfold; other manufacturers may be considered.
3. Bidder must protect all existing surfaces, including but not limited to flooring and walls.
4. All furniture will be relocated before the installation of the operable partition.
5. The panel finish material shall be or match the Modernfold standard fabric.
6. Excluded is the removal of the existing panels; this will be completed by another contractor with coordination of the bid package.

Hamilton Elementary School

1. This work is located at Hamilton Elementary School, which is located at 5625 Northfield Parkway, Troy, MI 48098.
2. This work is located between the gymnasium and the cafetorium.
3. The overall length, including the pockets, is approximately 60 feet
4. The height of the existing track is approximately 11’-6” above the finished floor
5. The existing track can be reused if it matches the new panel system.

Wass Elementary School

1. This work is located at Wass Elementary School, which is located at 2340 Willard Drive, Troy, MI 48085.
2. This work is located between the gymnasium and cafetorium.
3. The overall length including the pockets is approximately 60 feet
4. The height of the existing track is approximately 12’-0” above the finished floor
5. This bidder shall remove the existing panels.
6. The existing track can be reused if it matches the new panel system.

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

3.1.1. Form of Contract: This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

3.1.1.1. Familial Disclosure Affidavit: All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District's Board of Education or the School District's Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B**.

3.1.1.2. Iran Economic Sanctions Act: In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as **ATTACHMENT C**.

3.1.1.3. Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

3.1.1.4. **General Indemnification**: Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Troy School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

3.1.1.5. **Compliance With Laws**: Contractor shall comply with any and all applicable federal, state, and local laws, rules, ordinances, policies, and regulations, including any licensing and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants, and agents shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations, and licensing and permitting requirement applicable to the Contract. Contractor shall indemnify, defend, and hold School District harmless from any liability from its failure to so comply.

3.1.1.6. **Right to Terminate on Breach**: Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.

i. **Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all drawings and documentation regarding the Work. In the event of termination, title to all supplies, materials, equipment or products purchased by the Contractor for integration into the Work shall pass to the School District, and Contractor shall deliver possession of said supplies, materials, equipment or products to the School District at a location to be designated by the School District.

3.1.1.7. **Pricing**: Prices quoted are to be F.O.B. to Troy School District. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

3.1.1.8. **Taxes**: This project is NOT exempt from taxes.

3.1.1.9. **Proposal Withdrawal**: Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

3.1.1.10. **Competition**: The name of a model, manufacturer, or brand in this RFP shall not be considered as exclusive of other brands. Brands and models specified in this RFP are preferred. The School District expects all supplies, materials, equipment, or products bid by a Contractor to meet or exceed the Specifications set forth in this RFP. Further, it is the School District's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name, or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition.

Whenever any supplies, material, equipment, or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. The School District in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by the Contractor meet the Specifications contained in this RFP and possess equivalent and/or better qualities. It is the Contractor's responsibility to notify the School District in writing if any Specifications or suggested comparable equivalent products/brands require clarification by the School District prior to the Due Date for Proposals. Any and all deviations from Specifications must be noted on the Proposal Form.

IV. PROPOSAL

4.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

4.2.1. Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.

4.2.2. Contractor's Verification of addenda to the RFP, if any.

4.2.3. Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

4.2.4. A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B**.

4.2.5. A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **ATTACHMENT C**.

ATTACHMENT A
PROPOSAL PRICING FORM

CONTRACTOR INFORMATION:

CONTRACTOR'S NAME:_____

CONTACT PERSON:_____

ADDRESS:_____

CITY/STATE:_____

TELEPHONE NUMBER:_____

FAX NUMBER:_____

E-MAIL ADDRESS:_____

A. CONTRACTOR PRICING

BASE BID

HAMILTON ELEMENTARY SCHOOL AMOUNT: $ _____
(including payment & performance bond)

WASS ELEMENTARY SCHOOL AMOUNT: $ _____
(including payment & performance bond)

ALLOWANCE AMOUNT: **$** 10,000.00

BASE BID TOTAL AMOUNT: $ _____

OPERABLE PARTITION MANUFACTURER: _____

B. ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Contractor acknowledges receipt of the following addenda:

Addendum Number _____dated_____

Addendum Number _____dated_____

Addendum Number _____dated_____

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Contractors in the School District's sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Work in strict accordance with this Request For Proposal, the Contract, and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

I hereby certify that I am authorized to sign as a Representative for the firm.

CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.

Name of Contractor:_____

_____
(Signature/Principal)

_____
(Name Printed)

Date: _____

ATTACHMENT B

FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of _____ (the "Contractor"), pursuant to the familial disclosure requirement provided in the Troy School District's (the "School District") Request For Proposals For RFP Number 2526-05 – Troy School District Hamilton and Wass Elementary Schools Operable Wall Replacement, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District's Board of Education Members and its Superintendent may be found at http://www.troy.k12.mi.us

List any Familial Relationships:

CONTRACTOR:

_____

By: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____.

_____

, Notary Public

_____ County, _____

My Commission Expires:_____

Acting in the County of :_____

ATTACHMENT C

IRAN ECONOMIC SANCTIONS ACT AFFIDAVIT OF COMPLIANCE
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor ("Contractor"), pursuant to the compliance certification requirement provided in the Troy School District's (the "School District") Request For Proposals For RFP Number 2526-05 Troy School District Hamilton and Wass Elementary Schools Operable Wall Replacement (the "RFP"), hereby certifies, represents and warrants that the Contractor (including its officers, directors, and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any Work under the Contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

_____
Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____.

_____
, Notary Public

_____ County, _____

My Commission Expires:_____

Acting in the County of _____

ATTACHMENT D

CONTRACT

CONTRACT

I. This Contract ("Contract") is made on _____, 20__ ("Effective Date"), between **TROY SCHOOL DISTRICT**, a Michigan public school district ("School District"), whose address is 4400 Livernois Road, Troy, Michigan 48098 and _____, a _____ ("Contractor"), whose address is _____. The School District and Contractor may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The School District issued a Request For Proposal For _____ dated _____, as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the "RFP"), the purpose of which was to solicit proposals from qualified contractors to furnish to the School District all of the materials and labor required to _____ identified in the RFP in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the "Work").

B. In response to the RFP, the Contractor submitted to the School District a Proposal dated _____, to perform the Work contemplated by the RFP.

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor's Proposal to the RFP. The Contractor's Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference, and marked as **Exhibit A** (collectively referred to as the "Proposal").

D. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District's written acceptance of its Proposal.

E. The Parties agree that certain terms, conditions, and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) Incorporation By Reference. The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal, and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.

(b) Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:

This Contract, including all Attachments hereto;
The RFP, including the Specifications attached thereto; and
Contractor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

2. TERM AND TERMINATION

(a) This Agreement shall commence as of the Effective Date and all Work hereunder shall be completed no later than _____ and shall be in compliance with the Project Schedule attached hereto as **Exhibit B**.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Contractor pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.

(c) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

3. WARRANTY

The Contractor warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of two (2) years from completion of the Work.

4. INSURANCE

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance:

(a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of $1,000,000 each occurrence.

(b) Comprehensive General Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence and $3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage.

(c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.

(d) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each occurrence of bodily injury and property damage.

(e) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.

(f) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.

(g) Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:

1. A Best's rating for each of your insurance carrier at A-VII or better,
2. "Troy School District" is endorsed as an additional insured on the General Liability policies.
3. All consultants must be listed as additional insured.

5. CONTRACTOR'S COMPENSATION

Based upon the School District's RFP and the Contractor's Proposal, the School District shall pay the Contractor for its Work as follows:

_____

_____

6. MISCELLANEOUS

(a) Notices. All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor:

_____

_____

_____

Attention: _____

Copy To: _____

_____

_____

_____

If to the School District: Troy School District
1140 Rankin Street
Troy, Michigan 48083
Attention: Jennifer Vente

(b) Assignment. This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

(d) Independent Contractor; No Joint Venture. It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

(e) Modifications. No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) Captions. The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) Governing Law. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

(h) Taxes. Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

(i) Entire Agreement. This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

CONTRACTOR:	**SCHOOL DISTRICT:**
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT A

WRITTEN CLARIFICATIONS

EXHIBIT B

PROJECT SCHEDULE

Troy School District
Leonard Elementary School

Specification - Section 10 22 26 (10650) Operable Partitions Acousti-Seal®

PART 1 – GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes the following:
   1. Manually operated, paired panel operable partitions.
B. Related Sections include the following:
   1. Division 03 Sections for concrete tolerances required.
   2. Division 05 Sections for primary structural support, including pre-punching of support members by structural steel supplier per operable partition supplier's template.
   3. Division 06 Sections for wood framing & supports, and all blocking at head and jambs as required.
   4. Division 09 Sections for wall and ceiling framing at head and jambs.

1.3 QUALITY ASSURANCE
A. Installer Qualifications: An experienced installer who is certified in writing by the operable partition manufacturer, as qualified to install the manufacturer's partition systems for work similar in material, design, and extent to that indicated for this Project.
B. Acoustical Performance: Test operable partitions in an independent acoustical laboratory in accordance with ASTM E90 test procedure and classified in accordance with ASTM E413 to attain no less than the STC rating specified. Provide a complete and unedited written test report by the testing laboratory upon request.
C. Preparation of the opening shall conform to the criteria set forth per ASTM E557 *Standard Practice for Architectural Application and Installation of Operable Partitions.*
D. The operable wall must be manufactured by a certified ISO-9001-2015 company or an equivalent quality control system.
E. Indoor Air Quality: Operable partition, movable wall manufacturer’s non-wood products must meet the SCS Indoor Advantage™ Gold Certification or equivalent. This approval guarantees conformance to indoor air concentrations meeting Indoor Advantage Gold Indoor Air Quality Certified to SCS-105 v4.2-2023 Conforms to ANSI/BIFMA M7.1 and X7.1 and the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 conducted in an independent third-party air quality testing laboratory.

1.4 REFERENCE STANDARDS
A. ASTM International
   1. ASTM E557 Standard Practice for Architectural Application and Installation of Operable Partitions.
   2. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
   3. ASTM C1036 - Standard Specification for Flat Glass.
   4. ASTM C1048 - Heat-Treated Flat Glass—Kind HS, Kind FT Coated and Uncoated Glass.
   5. ASTM E84 - Surface Burning Characteristics of Building Materials.
   6. ASTM E413 - Classification for Rating Sound Insulation
B. Health Product Declaration Collaborative
   1. Health Product Declaration Open Standard v2.1

C. International Standards Organization
   1. ISO 14021 - Environmental Labels and Declarations - Self-Declared Environmental Claims (Type II Environmental Labeling).
   2. ISO 14025:2011-10, Environmental Labels and Declarations - Type III Environmental Declarations - Principles and Procedures.
   3. ISO 14040:2009-11, Environmental Management - Life Cycle Assessment - Principles and Framework.
   4. ISO 14044:2006-10, Environmental Management - Life Cycle Assessment - Requirements and Guidelines.
   5. ISO 21930 – Sustainability in Buildings and Civil Engineering Works — Core Rules for Environmental Product Declarations of Construction Products and Services.

D. Other Standards
   1. ADA – Americans with Disabilities Act.
   2. ANSI Z97.1 - Safety Glazing Materials Used in Buildings.
   3. CPSC 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.
   4. NEMA LD3 - High Pressure Decorative Laminates.

1.5 SUBMITTALS

A. Product Data: Material descriptions, construction details, finishes, installation details, and operating instructions for each type of operable partition, component, and accessory specified.
B. Shop Drawings: Show location and extent of operable partitions. Include plans, elevations, sections, details, attachments to other construction, and accessories. Indicate dimensions, weights, conditions at openings, and at storage areas, and required installation, storage, and operating clearances. Indicate location and installation requirements for hardware and track, including floor tolerances required and direction of travel. Indicate blocking to be provided by others.
C. Setting Drawings: Show imbedded items and cutouts required in other work, including support beam punching template.
D. Samples: Color samples demonstrating full range of finishes available by architect. Verification samples will be available in same thickness and material indicated for the work.
E. Reports: Provide a complete and unedited written sound test report indicating test specimen matches product as submitted.
F. Create spaces that are healthy for occupants.
   1. Furnish products and materials with Health Product Declaration (HPD), Manufacturer Inventory, or other material health disclosure documentation. Products without an HPD or other disclosure documentation are not acceptable.
G. Furnish materials that generate the least amount of pollution.
   1. Furnish products and materials that have third party verified environmental product declarations (EPD’s). Consider products and materials that have optimized environmental performance (reduced life cycle impacts). Products without an EPD or other disclosure documentation are not acceptable.
H. Buy American: Folding door to be manufactured in the United States in compliance with applicable U.S. Federal Trade Commission (FTC) and U.S. Customs Service and Border Protections regulations and be labeled "Made in America".

1.6 DELIVERY, STORAGE, AND HANDLING

A. Clearly mark packages and panels with numbering systems used on Shop Drawings. Do not use permanent markings on panels.
B. Protect panels during delivery, storage, and handling to comply with manufacturer’s direction and as required to prevent damage.

1.7 WARRANTY

A. Provide written warranty by manufacturer of operable partitions agreeing to repair or replace any components with manufacturing defects.
B. Warranty period: Two (2) years.
C. Suspension System Warranty:
   1. OP-01: Five (5) years.

PART 2 – PRODUCTS

2.1 MANUFACTURERS, PRODUCTS, AND OPERATION

A. Manufacturers: Subject to compliance with requirements, provide product by the following:
   1. Modernfold, Inc.
B. Doors to be manufactured in the U.S.A.
C. Products: Subject to compliance with the requirements, provide the following product:
   1. OP-01: Acousti-Seal Premier - Paired Panel: Manually operated paired panel operable partition.

2.2 OPERATION

A. OP-01: Acousti-Seal Premier - Paired Panel: Series of paired flat panels hinged together in pairs, manually operated, top supported with operable floor seals.
B. Final Closure:
   1. OP-01: Horizontally expanding panel edge with removable crank

2.3 PANEL CONSTRUCTION

A. OP-01: Nominal 3-inch (76mm) thick panels in manufacturer's standard 48-inch (1220mm) widths. All panel horizontal and vertical framing members fabricated from minimum 18-gage formed steel with overlapped and welded corners for rigidity. Top channel is reinforced to support suspension system components. Frame is designed so that full vertical edges of panels are of formed steel and provide concealed protection of the edges of the panel skin.
B. Panel skin shall be:
   1. OP-01: 0.50-inch (13mm) NAUF medium density fiberboard, single material or composite layers continuously bonded to panel frame. Acoustical ratings of panels with this construction minimum:
      a. 50 STC
C. Hinges for Panels, Closure Panels, Pass Doors, and Pocket Doors shall be:
   1. OP-01: Full leaf butt hinges, attached directly to the panel frame with welded hinge anchor plates within panel to further support hinge mounting to frame. Lifetime warranty on hinges. Hinges mounted into panel edge or vertical astragal are not acceptable.
D. Panel Trim: No vertical trim required or allowed on edges of panels; minimal groove appearance at panel joints.
E. Panel Weights:
   1. OP-01: 50 STC - 8 lbs./square foot

2.4 PANEL FINISH

A. Panel finish shall be:
   1. OP-01: Reinforced vinyl with woven backing weighing not less than 20 ounces (567 grams) per lineal yard.
B. Panel Trim: Exposed panel trim of one consistent color:
   1. OP-01: To Be Advised

2.5 SOUND SEALS

A. Vertical Interlocking Sound Seals between panels: Roll-formed steel astragals, with reversible tongue and groove configuration in each panel edge for universal panel operation. Rigid plastic or aluminum astragals or astragals in only one panel edge are not acceptable.
B. Horizontal Top Seals: Continuous contact extruded vinyl bulb shape with pairs of non-contacting vinyl fingers to prevent distortion without the need for mechanically operated parts.
C. Horizontal bottom floor seals shall be:
    1. OP-01: Modernfold IA2 Bottom seal. Automatic operable seals providing nominal 2-inch (51mm) operating clearance with an operating range of +0.50-inch (13mm) to -1.50-inch (38mm) which automatically drop as panels are positioned, without the need for tools or cranks.

2.6 SUSPENSION SYSTEM

A. OP-01: #17 Suspension System
    1. Suspension Tracks: Minimum 11-gauge, 0.12-inch (3.04mm) roll-formed steel track, suitable for either direct mounting to a wood header or supported by adjustable steel hanger brackets, supporting the load-bearing surface of the track, connected to structural support by pairs of 0.38-inch (10mm) diameter threaded rods. Aluminum track is not acceptable.
        a. Exposed track soffit: Steel, integral to track, and pre-painted off-white.
    2. Carriers: One all-steel trolley with steel tired ball bearing wheels per panel (except hinged panels). Non-steel tires are not acceptable.

PART 3 – EXECUTION

3.1 INSTALLATION

A. General: Comply with ASTM E557, operable partition manufacturer's written installation instructions, Drawings and approved Shop Drawings.
B. Install operable partitions and accessories after other finishing operations, including painting have been completed.
C. Match operable partitions by installing panels from marked packages in numbered sequence indicated on Shop Drawings.
D. Broken, cracked, chipped, deformed or unmatched panels are not acceptable.

3.2 CLEANING AND PROTECTION

A. Clean partition surfaces upon completing installation of operable partitions to remove dust, dirt, adhesives, and other foreign materials according to manufacturer’s written instructions.
B. Provide final protection and maintain conditions in a manner acceptable to the manufacturer and Installer that ensure operable partitions are without damage or deterioration at time of Substantial Completion.

3.3 ADJUSTING

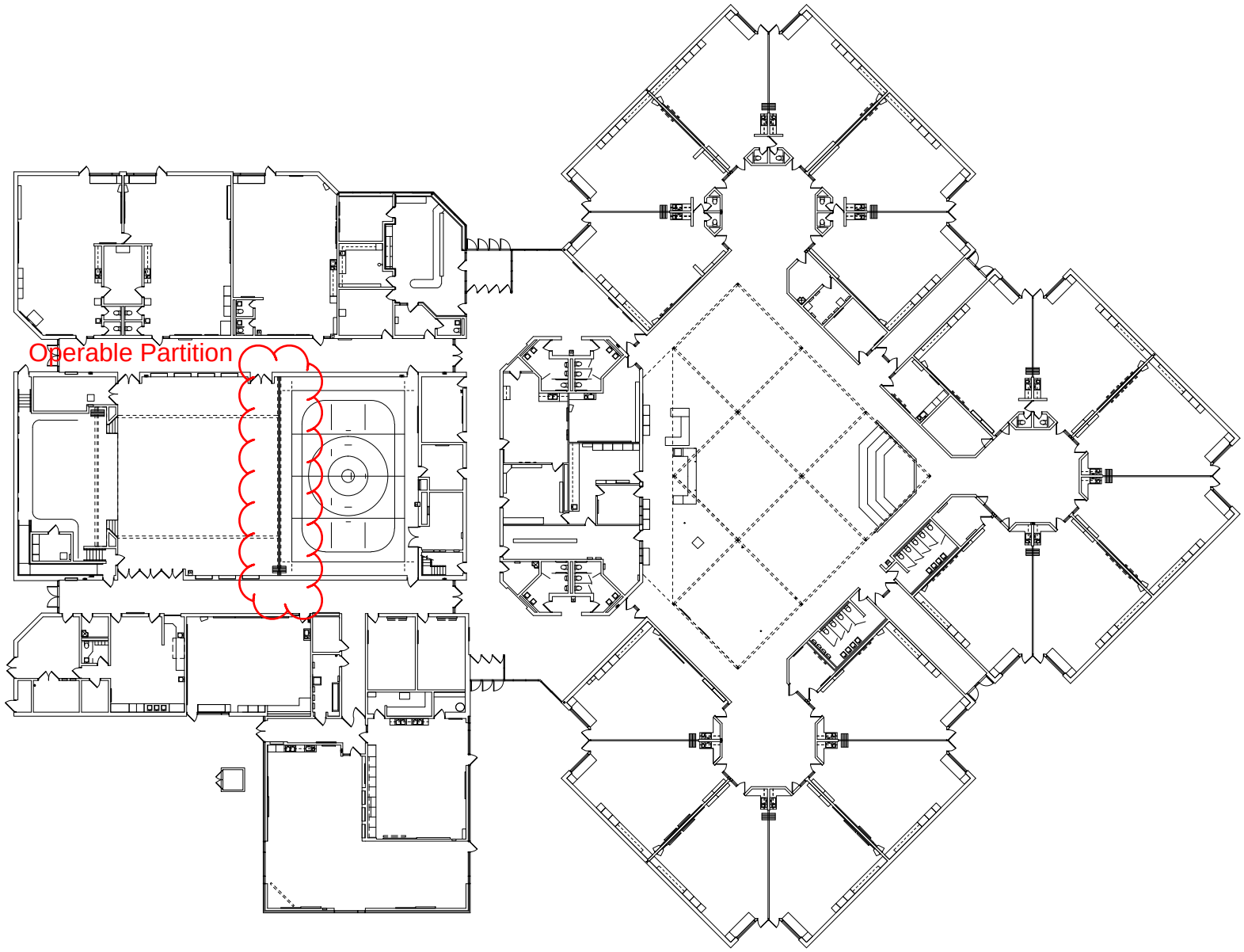
A. Adjust operable partitions to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and other moving parts.

3.4 EXAMINATION

A. Examine flooring, structural support, and opening, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of operable partitions. Proceed with installation only after unsatisfactory conditions have been corrected.

3.5 DEMONSTRATION

A. Demonstrate proper operation and maintenance procedures to Owner's representative.
B. Provide Operation and Maintenance Manual to Owner's representative.

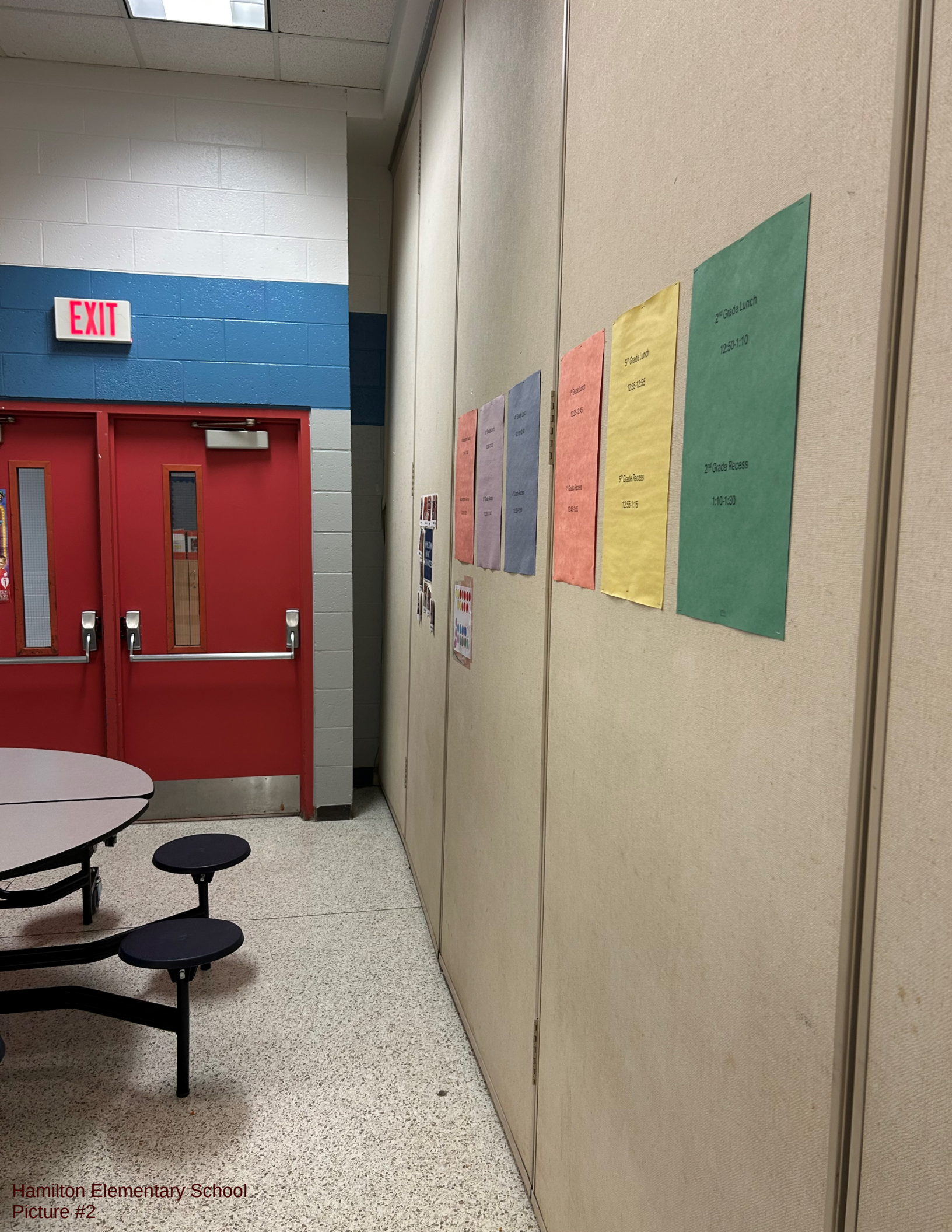


HAMILTON ELEMENTARY SCHOOL

5625 NORTHFIELD PARKWAY



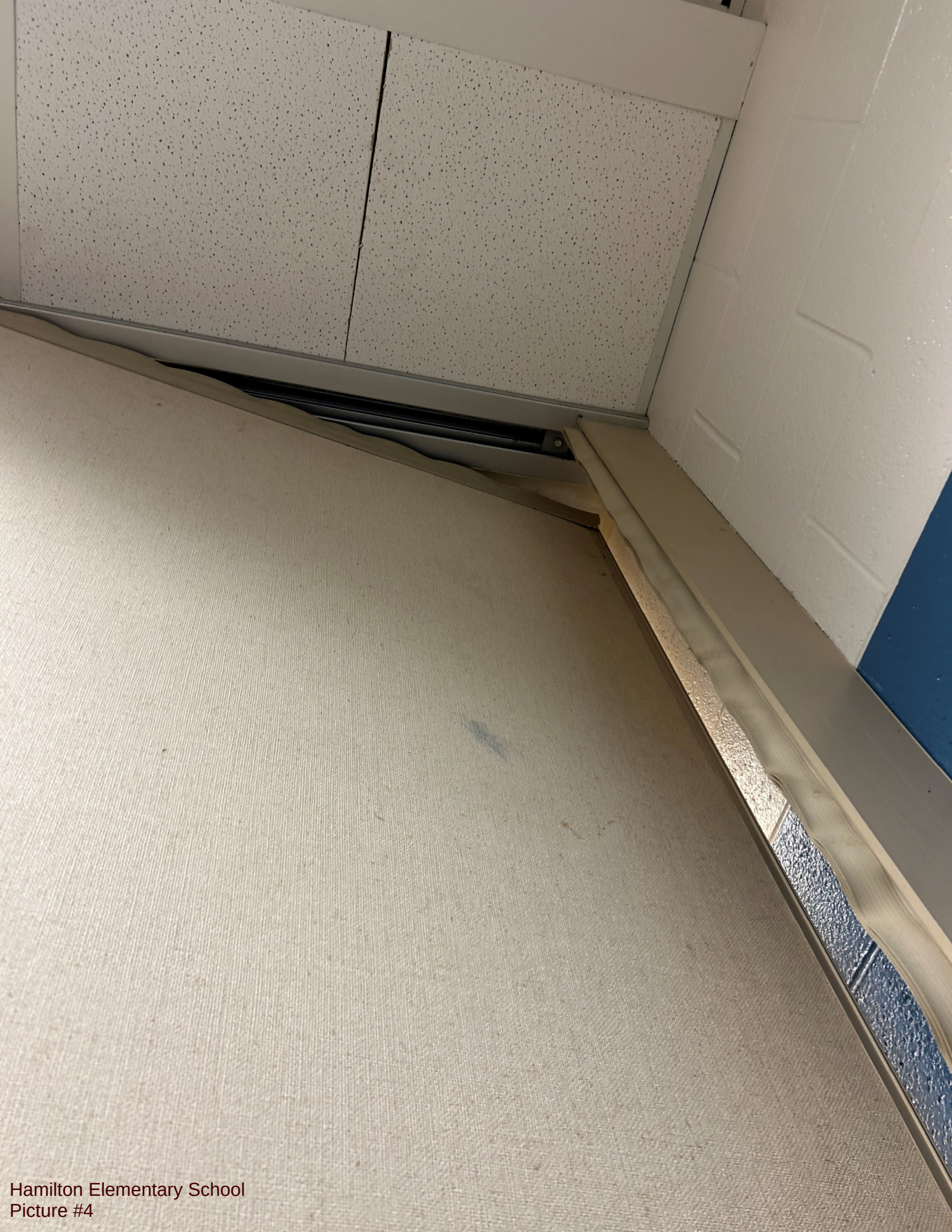
Hamilton Elementary School
Picture #1



Hamilton Elementary School
Picture #2



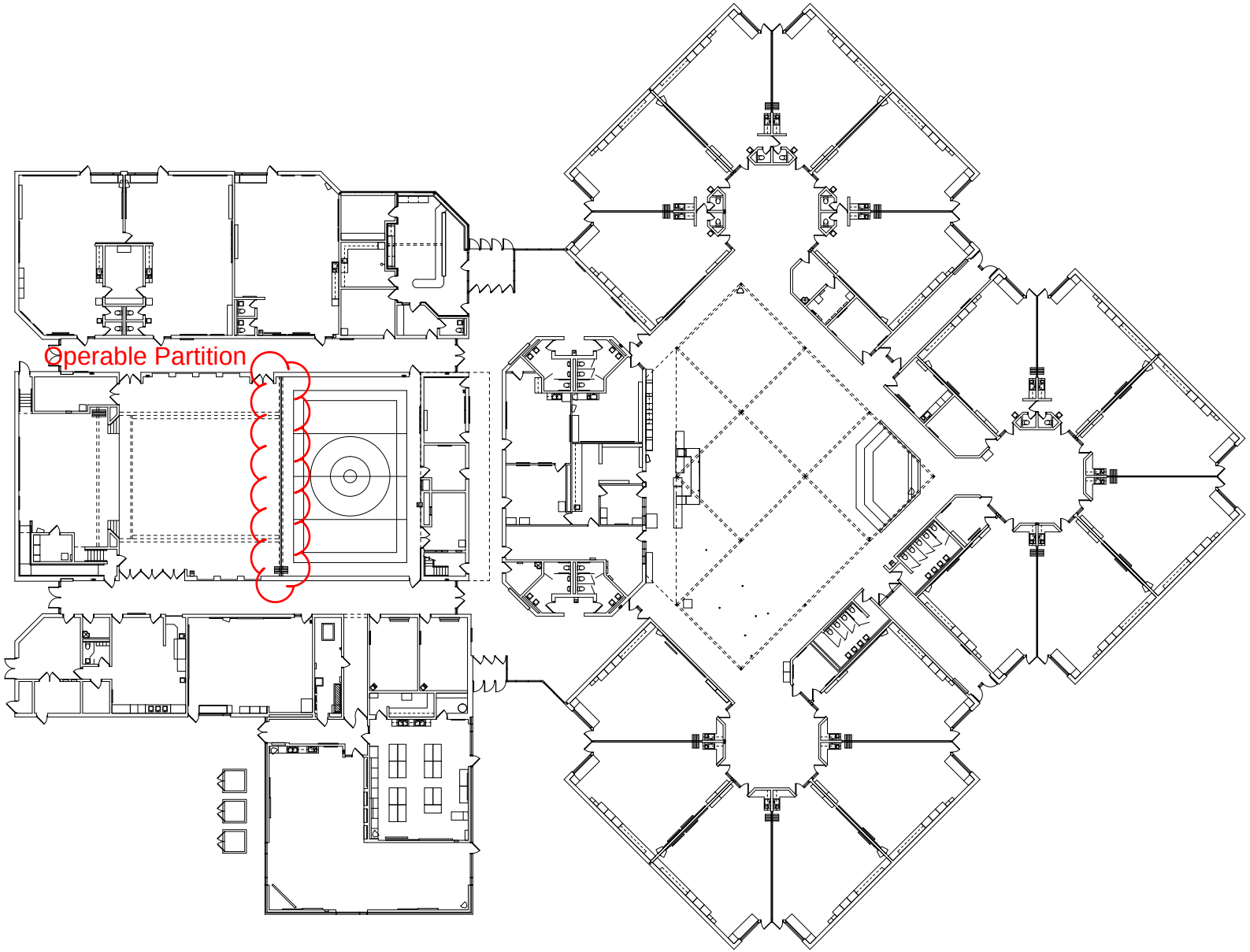
Hamilton Elementary School
Picture #3



Hamilton Elementary School
Picture #4



Hamilton Elementary School
Picture #5



WASS ELEMENTARY SCHOOL

2340 WILLARD



Wass Elementary School
Picture #1



Wass Elementary School
Picture #2



Wass Elementary School
Picture #3



Wass Elementary School
Picture #4



Wass Elementary School
Picture #5