



# **2025 Moving Bid**

November 15, 2024

**For questions contact;  
Michelle Kerns  
at  
Lecole Planners, LLC  
(248) 921 – 3929**

**The following documents are included in the bid package;**

- 1. Front end document and bidding requirements**
- 2. Scope of work**
- 3. Drawing of Amerman Elementary School**
- 4. Drawing of Meads Mill Middle School**
- 5. Drawings of Northville High School**

## **I. OVERVIEW**

### **1.1. PURPOSE**

The purpose of the Request For Proposals (“RFP”) is for Northville Public Schools (the “School District”) to obtain proposals from qualified contractors for Northville Public Schools 2025 Moving.

### **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 November 15, 2024

Pre-Proposal Meeting at Meads Mill Middle School  
16700 Franklin Road, Northville, MI 48168 4 pm Local Time, November 20, 2024

Deadline for written Requests For Clarifications 4 pm local time, November 25, 2024

**DUE DATE FOR PROPOSALS 10:00 a.m. Local Time, December 2, 2024**

School District’s Consideration of the Contract December 10, 2024

**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, December 2, 2024 at 10:00 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/ajv-isxa-icz](https://meet.google.com/ajv-isxa-icz) or phone number (414) 882-6592 PIN 605 559 663#, 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 **4 p.m. on November 25, 2024**. Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Michelle Kerns at [lecoleplanners@gmail.com](mailto:lecoleplanners@gmail.com). (Subject Line: \_\_\_\_\_ 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.
- 2.2.6** A completed Familial Disclosure Affidavit provided.
- 2.2.7** A completed Iran Economics Sanctions Act Affidavit of Compliance provided.

### 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 A**. 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.

**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.

**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 Northville Public Schools. 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, 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.
- 4.2.5.** A completed Iran Sanctions Act Affidavit of Compliance, which is attached.

## ATTACHMENT A

### CONTRACT

I. This Contract ("Contract") is made on \_\_\_\_\_, 20\_\_ ("Effective Date"), between **NORTHVILLE PUBLIC SCHOOLS**, a Michigan public school district ("School District"), whose address is 405 West Main Street, Northville, Michigan 48168 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. "Northville Public Schools" 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:      Northville Public Schools  
405 West Main Street  
Northville, Michigan 48168

**(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**

**This moving bid is comprised of moving at 3 schools – Amerman Elementary School, Meads Mill Middle School and Northville High School.**

### **MOVE OUT**

Phase 1 Amerman Elementary School Monday, December 23, 2024 at 8am

Phase 2 Amerman Elementary School office move March 24, 2025 at 8am

Phase 3 Amerman Elementary School and Meads Mill and ½ NHS Friday, June 13, 2025

Phase 4 ½ Northville High School Monday, June 16, 2025.

### **MOVE BACK**

Phase 1 Amerman Elementary School and Meads Mill Monday, August 25, 2025

Phase 2 Amerman Elementary School Media Center October 2025

NOTE: No move back NHS at all – but return in August to remove coverings, Amerman and Meads none in classrooms where furniture was moved to the middle but return in August to uncover.

## **I. GENERAL SCOPE of WORK – All schools**

- A. This quotation should include the cost to re-locate furnishings, equipment and boxes Amerman Elementary School and Meads Mill Middle School.

Each room will be tagged as follows;

**Green sticky label** – furniture and equipment to be disposed of.

**Red sticky label** – furniture that will stay in that school. Amerman can be stored within the school except for the materials related to the October 2025 space to be turned over. The Media Center is available for storage at Meads.

**Blue sticky label** – boxes, furniture or equipment to be moved to another room at another school. Assume 2 rooms of boxes and some equipment – no furniture. .

**White paper labels** – are for Boxes and speedpaks will be stored within the schools.

**Orange sticky or paper labels** – for a separate phase at Amerman to be turned over October 2025 – These items to be stored at Fogg Street.

- B. It is the intent of the Owner to have all the items ready to be moved by the dates shown on the schedule. Contents of the boxes will be labeled with the room/ location where the box

should be returned to and number of boxes leaving the room. (Exp. 1 of 20). Furniture will have a label with the room number on it OR have a green label noting it to be moved off-site for disposal. Labels for all boxes will be provided by District. Labels for furniture and computers will be provided by Moving Contractor.

- C. It is the Contractors responsibility to move the items as indicated and return the items and set up all furnishings. A classroom diagram for each room will be furnished to the Contractor for set-up.
- D. Furniture or equipment marked with a green label is to be removed from building to off-site location for disposal. Contractor will load green tagged furniture onto a closed truck and transport to off-site location for legal disposal or recycling. Garbage marked as such will be taken out as well. Assume 50 pieces on move day.
- E. Phones will stay in the classrooms. Large monitors in classrooms will be moved by NPS. Allow space for this. Printers will be moved by mover. Copiers will be moved by NPS.
- F. Rolling carts will remain full. Vendor to wrap with plastic. Take every precaution to protect these while moving.
- G. Speed packs will be required. Include in your bid a quantity of 50. Provide a unit cost for additional speed packs. Moving contractor will deliver these early June. Note this is in addition to any speedpaks you may need on the day of the move.
- H. General packing boxes will be purchased directly by the District.
- I. Moving company will not be moving casework permanently attached to the building.
- J. All computer carts (Chrome Carts) will be moved to a secure location on site.
- K. Amerman is getting new café tables – mover to remove old tables.
- L. Office staff at Amerman and Meads will need to be relocated to another building on June 13<sup>th</sup>.
- M. Include covering the monitors in rooms we are moving at NHS.
- N. Contractor to disassemble and re-assemble shelving in some rooms. Contractor to take pictures of shelving before and after.
- O. Provide paper mats or blankets for music instruments. Deliver the last week of school.

- P. At Amerman main office workstation to be moved over 2' - March 24, 2025. Workstation to be disassembled June 2025 saved and re-installed. Remove panic button prior to moving.
- Q. At all schools return in August to remove all coverings.
- R. Trailers (if any) will be delivered to the site on Thursday June 12th for inspection. Trailers must be in good condition and watertight. Any damage due to water will be the responsibility of the vendor. Depending on total number, it is anticipated storage trailers will remain on site.
- S. Contractor to include floor protection for **100%** of the gym at Amerman and 20% of Meads Café.
- T. Teachers will be taking home their laptops.

### Other Contract Requirements

- A. Contractor will assign ample staff to complete the moves in the timeline indicated.
- B. Contractor will furnish the Owner a contact person and telephone number to be available to answer questions from the staff, or handle after hours concerns.
- C. The Owner shall not be responsible for any cost or expense the Bidder incurs during the preparation of this quote.
- D. Contractor will list at least three references from governmental agencies of similar moves within the last three years.
- E. Contractors will explain in detail their insurance coverage and claims procedures.
- F. After a contract agreement has been executed, the Bidder shall not be allowed any sum over and above the price(s) specified in the contract agreement. Additional requests will be negotiated based on price structure provided on the quotation forms.
- G. The owner has every intention to move on the specified dates however: please note on your quotation the number of days that an advanced notice must be issued prior to changing the dates.
- H. It is the Bidder's responsibility to note any detail or specification that, in his/her opinion is not

practical or functional.

- I. Include **in your bid** a \$5,000 allowance for unforeseen work. Note additional work must be pre-approved. If no additional work is done this allowance will be deducted from your final contract amount. Include ½ of this in your price for Meads and ½ of this in the price for Amerman.

## DAMAGES

- A. Contractors will provide necessary protections to eliminate any damage to the furnishing in both move and storage containers. The Owner will judge the damage. The Owner will identify damage claims within four (4) weeks of the move. Within one week of receiving list contractor will visit site. Contractor will have 30 days to remedy all issues. **Contractor responsible for items w/water damage and clearly damaged pieces as a result of moving.**

## SMOKING

- A. There shall be no tolerance for non-compliance of any local/state/federal rules. This includes no smoking in school buildings or their grounds.

## OWNERS RESPONSIBILITIES

- A. The owner shall reserve the authority to stop work on a given segment of work or item to ensure proper interpretation and execution of the requirements of this specification.
- B. The Owner shall conduct a final inspection of all furnishings re-located to assess any damage.

## DUMPSTER LOCATIONS

The owner will have garbage dumpsters for the contractor to dispose of boxes/items marked "GARBAGE". Note this does not include furniture or equipment.

## GENERAL CONDITIONS

The following will be considered as it relates to the award of the contract;

- A. The selected bidder must have the financial resources to complete the project. If

requested the bidder will provide a certified financial statement for the past two years.

B. The selected bidder must show evidence that the company and staff for this project are experienced and competent to perform the work on the project. This is not a prevailing wage project.

### LABEL EXAMPLE – Boxes

A. White Paper

|                          |
|--------------------------|
| School _____             |
| Teacher _____            |
| Room _____               |
| Box # ____ of ____ Boxes |

General items

B. Green Paper

|         |
|---------|
| GARBAGE |
|---------|

Garbage

C. Blue Paper

|                          |
|--------------------------|
| School _____             |
| Teacher _____            |
| Room _____               |
| Box # ____ of ____ Boxes |

Boxes to be moved to another school

**BID PROPOSAL FORM –**

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE/DATE: \_\_\_\_\_

AUTHORIZED NAME/TITLE (please print): \_\_\_\_\_

PHONE #: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

The projects will be awarded to one bidder.

Amerman Total Bid                      \$ \_\_\_\_\_

Meads Mill Total Bid                      \$ \_\_\_\_\_

**TOTAL** \_\_\_\_\_

Add Alternate - Northville High School

Man Hours \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL INCLUDING ALTERNATE \$** \_\_\_\_\_

**Bid Questions:**

Acknowledge receipt of Addendums: \_\_\_\_\_

Can you complete this project in the time line specified? ☐Yes ☐NoFamilial Disclosure Affidavit included? ☐Yes ☐NoIran Linked Business Affidavit included? ☐Yes ☐No

Please state your warranty: \_\_\_\_\_

Do you conduct background checks on your employees? ☐Yes ☐No

Are you on the Excluded Parties List, which excludes you from receiving Federal Contracts or certain sub contracts, pursuant to the provisions of 31 U.S.C. 6101, note E.O. 12549, E.O. 12689, 48 C.F.R. 9.404? ☐Yes ☐No ☐Unknown

Provide your DUNS number, if you have one: \_\_\_\_\_

At least three (3) references with contact person:

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Unit Pricing**

Speedpak \$ \_\_\_\_\_

Labor hour Weekday \$ \_\_\_\_\_

Labor hour Weekend \$ \_\_\_\_\_

Truck (panel) \$ \_\_\_\_\_ per \_\_\_\_\_

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Northville Public Schools Board or the Northville Public Schools Superintendent must be accompanied with the bid. **Proposal without this disclosure statement may not be accepted.**

The Northville Public Schools Superintendent is; RJ Weber

---

---

---

---

[illegible]

The undersigned, authorized representative of bidder (insert name) \_\_\_\_\_  
does hereby acknowledge that bidder has read the foregoing disclosure statement and the  
statements herein contained are true.

Signature of Bidder Representative

Print Name \_\_\_\_\_

Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Notary Public, \_\_\_\_\_ County, Michigan

My commission expires:        /        /

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

The undersigned, the owner or authorized officer of the below named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Northville Public Schools (the “School District”) Request For Proposals For **Furniture and Equipment Moving 2025** (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 the Work or any services 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 the it is determined that the person has submitted the false certification.

**CONTRACTOR:**\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by

\_\_\_\_\_.

\_\_\_\_\_, Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of : \_\_\_\_\_

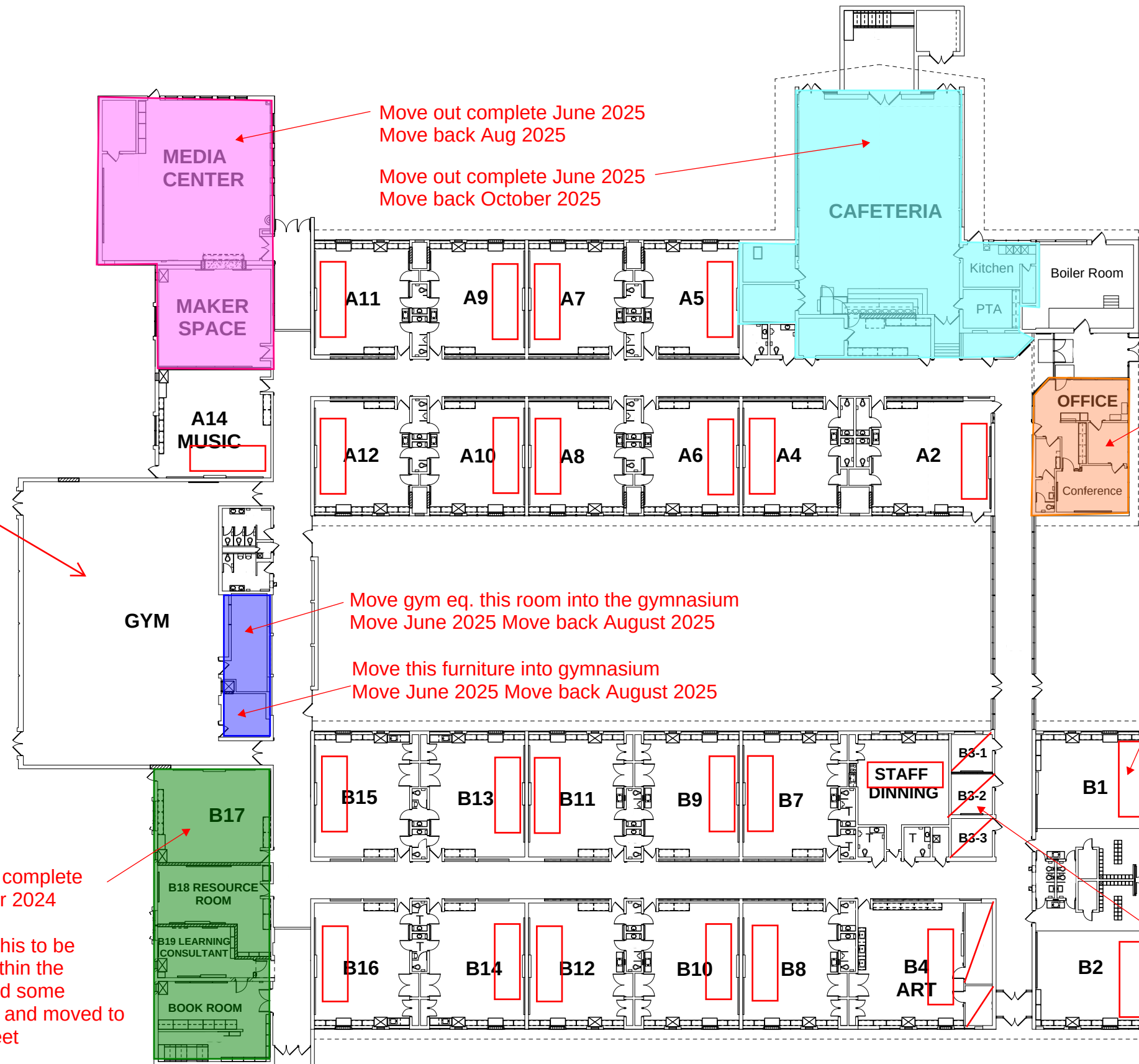


Gymnasium is available for storage

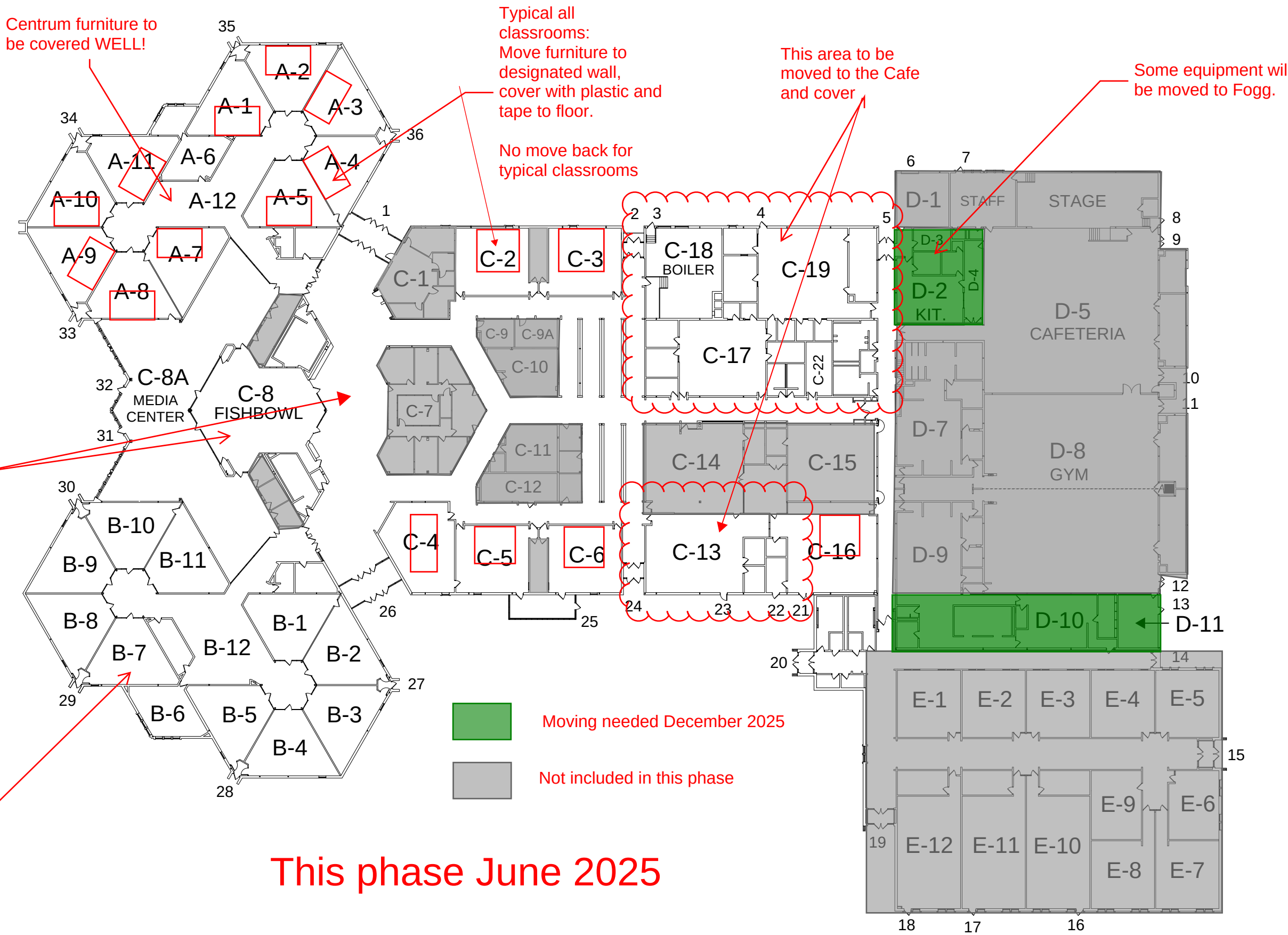
Move out complete December 2024

Some of this to be moved within the school and some palletized and moved to Fogg Street

Move back August and October 2025



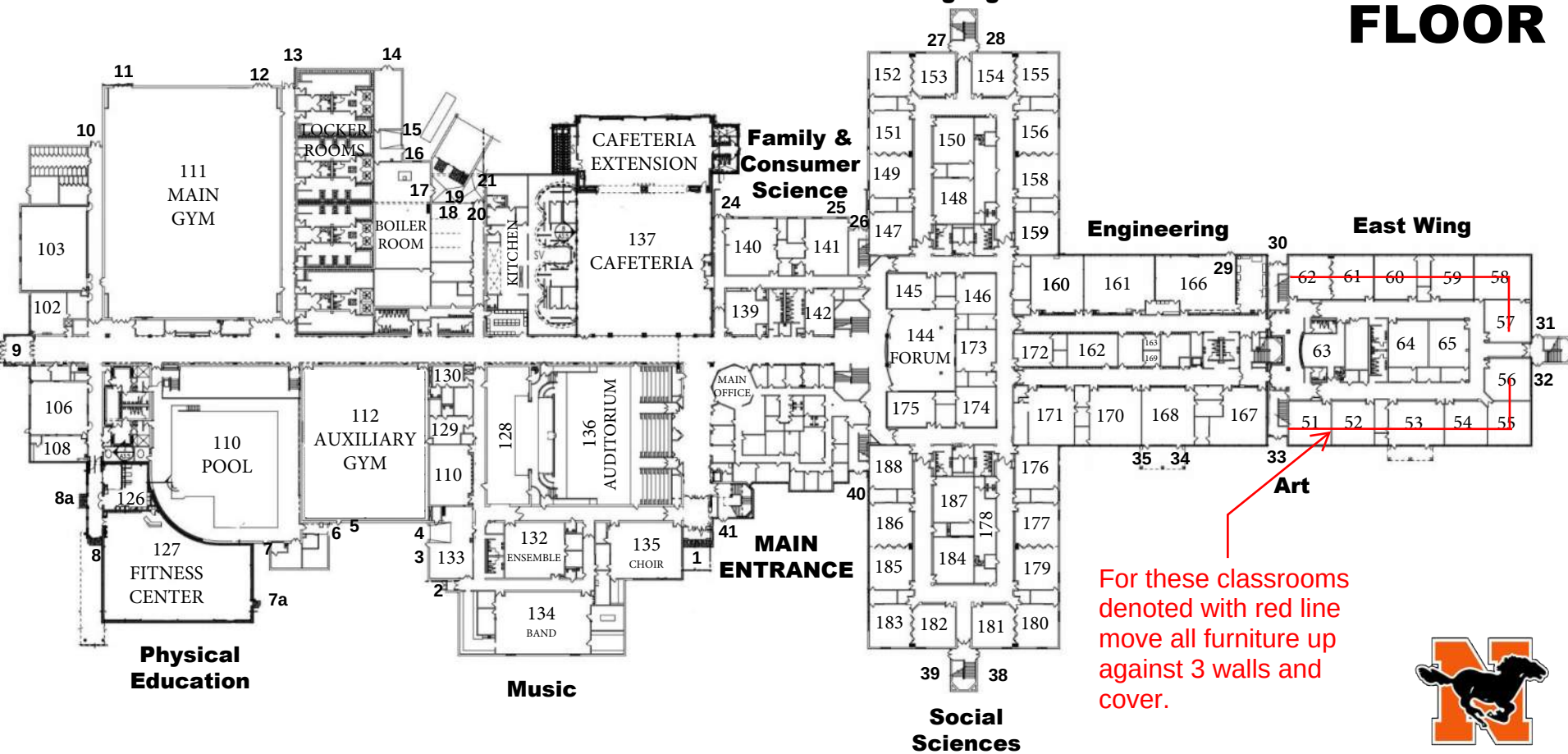
# AMERMAN ELEMENTARY SCHOOL



**This phase June 2025**

# NORTHVILLE HIGH SCHOOL

# FIRST FLOOR



For these classrooms denoted with red line move all furniture up against 3 walls and cover.



# NORTHVILLE HIGH SCHOOL

# SECOND FLOOR

