

**REQUEST FOR COMPETITIVE SEALED BIDS  
GENERAL CONTRACTOR**

Cooper Independent School District ("CISD") is requesting sealed proposals from interested individuals or entities to deconstruct and remove the District's seed barn located at FM 1528 (description or address). The work will include deconstruction and removal of the concrete foundation. The District anticipates that the salvage value of the barn materials will be adequate consideration for the removal. Upon removal, title to all the materials will be in the name of the successful proposer. The work must be completed by T. B. P. (negotiable), 2010.

Proposals are to include the information requested in the sequence and format prescribed herein. Elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired.

Three (3) copies of the proposal are to be submitted to:

Cooper Independent School District  
ATTN: Mr. Jason Marshall  
Superintendent of Schools  
440 S.W. Third  
Cooper, Texas 75432

*Contact Mr. Lyn Flanery at  
903-782-6886 for  
of facility. tour*

The proposals are due no later than 10:00 p.m., 9/16, 2010.

Within forty five (45) days after the deadline for receiving proposals, the District may interview and shall evaluate, and rank each bid based on the published selection criteria and ranking evaluation as outlined within this request. The District will select the offeror that submits the bid that offers the best value for the District based solely on the published selection criteria and on its ranking evaluation. Questions concerning this request shall be directed to Mr. Jason Marshall at (903) 395-2111.

Cooper ISD reserves the right to waive any informalities and/or to reject any or all Proposals and to make the selection of the individual or entity on the best value and most qualified to perform the work.

INSTRUCTIONS TO BIDDERS and PROPOSERS

DEFINED TERMS:

The term "Bidder" and "Proposer" used throughout the contract documents shall mean the same.

QUALIFICATION OF BIDDERS:

Each bidder must have experience in similar type work either as a company or as an individual.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting his Bid, each Bidder must (a) examine the memorandum of understanding (attached hereto) thoroughly, (b) visit the site to familiarize himself with existing and local conditions that may in any manner affect performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work, and (d) carefully correlate his observations with the requirements of the Contract Documents. Bidder must also obtain any permits required by the state or local jurisdictions.

Before submitting his Bid each Bidder will, at his own expense, make such surveys and investigations as he may deem necessary to determine whether he is able to perform the work within the terms of the memorandum of understanding.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of Contract Documents.

CONTRACT TIME:

It is essential to the Owner's operations that the project be completed by T. B. D. - negotiable.

BID FORM (PROPOSAL):

Bidders shall use the Bid forms included in the documents. Supplemental data to be furnished shall be included in same sealed envelope with Proposal.

Bid forms must be completed in ink or type written. The Bid price of each item on the form must be stated in words, if specifically requested, and/or numerals; in case of conflict, words will take precedence.

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names must be printed below the signature.

SUBMISSION OF BIDS:

Bids shall be submitted at the time and place indicated herein and shall be included in an opaque sealed envelope, marked with the Project title, name and address of the Bidder and bid package number. Notation shall also be made on the sealed envelope of the Addenda received. Bids received after said time and date will be returned unopened.

**FAXED BIDS WILL NOT BE ACCEPTED!**

**ADD OR DEDUCTS NOTED ON OUTSIDE OF BID ENVELOPES WILL NOT BE ACKNOWLEDGED!**

OPENING OF BIDS:

Bids will be opened as indicated herein and read aloud. Bids received after such time will not be considered and will be returned unopened. Bidders are invited to be present at the opening of the bids. All bids shall be made and received with the understanding that the Bidder accepts the terms and conditions in the Contract Documents.

AWARD OF CONTRACT:

The Owner reserves the right to waive any informality or irregularity or to reject any or all bids and the right to reject or accept all nonconforming or conditional bids or counter proposals.

In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

As a condition precedent to responding to Owner's Invitation for Bids on this Project, each Bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any proposal.

In case of ambiguity or lack of clearness in stating the price in the Proposal, the Owner reserves the right to adopt the price written in words or to reject the Proposal in its entirety.

Bids will be evaluated according to the Owner's Criteria and Relative Weights published below. Time is of the essence.

By responding to Owner's Invitation to Bidder, each bidder represents that he has read and understands the bidding documents.

In evaluating Bids, Owner will consider the qualifications of the Proposer, whether or not

the proposals comply with the prescribed requirements. The district may conduct such investigations as deemed necessary to apply its Criteria and Relative Weights published below.

If a contract is to be awarded, it will be awarded within 45 days after opening of proposals and awarded to a bid or proposal considered to be the best value to the Owner.

EXECUTION OF CONTRACT:

The accepted Bidder, within ten (10) days after formal notice of award, shall execute the formal Agreement Between Owner and Contractor and return to Owner.

Requirements : \*Specify what parts you will agree to do.

- ① Removal of Building.
  - A. All Metal Poles, beams, trusses, etc
  - B. All Sheet Metal
  - C. Nothing left
  
- ② Removal of all Concrete / Asphalt.
  - A. Tearing up Concrete / Asphalt
  - B. Removal of Material
  
- ③ Return ground to original state.
  - A. Fill in holes
  - B. Left where grass can be planted.

## QUESTIONNAIRE FOR PROPOSER

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental material providing additional information may be attached, but the information requested below is to be provided in this format.

### 1. Firm Information

Name of firm or individual:

Address of Principal Office:

Please identify all branch locations:

Phone:

Fax:

Form of business organization (Corporation, Partnership, Individual, Joint Venture, etc.):

Year Founded:

Primary individual to contact:

### 2. Experience

List the categories of work that you or your organization normally performs.

Would you propose to do any work with your own forces or to bid all work to subcontractors?

List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

Please describe when you propose that the work will be completed.

Please describe briefly your methodology for removing the building and the foundation.

Have you done similar work in the past? If so, please describe such previous work in detail.

Do you have general liability insurance, automobile insurance and worker's compensation insurance that will cover you, your employees and subcontractors while you are performing the work?

### 3. References

The District reserves the right to contact as references the owners and engineers listed in item 4 above regarding your organization's services.

BID QUOTE

**1. Firm Information:**

Name of firm:  
Address of Principal Office:  
Phone:  
Fax:  
Primary individual to contact:

**2. Owner/Contractor Agreement:**

We propose to use the Memorandum of Understanding for this project, a copy of which is attached hereto.

**3. Acceptance:**

This offer shall be open to acceptance for a period of 45 days from the date of the bid opening as described herein.

The Corporate Seal of \_\_\_\_\_ (if applicable)

(Seal)

was hereto affixed in the presence of:

\_\_\_\_\_  
(Signature of Authorized Signing Officer)

## SELECTION CRITERIA

No	Category	Rating (0-5)	X	Weight	=	Total
1.	Qualifications					
	Firm's ability & capacity to perform the work (Current work load)		x	2	=	
	Firm or individual's ability to perform the work in the required timeframe		x	2	=	
	Firm or individual's access to insurance					
	Geographic proximity of firm or individual to CISD		x	2	=	
2.	Experience of Personnel					
	Experience with comparable projects		x	2	=	
3.	Experience of Firm					
	Past relationship with the District (negative experience will be given rank of 0, no experience will receive rank of 1, positive experience will be ranked 2-5)		x	5	=	
4.	References (including information regarding reputation of the firm and the firms services)		x	2	=	
5.	Overall Impression		x	3	=	
	SUM					

**MEMORANDUM OF UNDERSTANDING  
REMOVAL OF SEED BARN**

This Memorandum of Understanding is by and between Cooper Independent School District ("CISD") and \_\_\_\_\_ (collectively the "Parties") to be effective the \_\_\_ day of \_\_\_\_\_, 2010 and is as follows:

WHEREAS, CISD is the owner of a certain tract of real property (the "Property") and the improvements thereon; specifically, a seed barn (the "Barn") described as follows:

*[enter legal description or lot and block address];* and

WHEREAS, CISD is not currently using the Barn for a school building and the Barn is in a state of great disrepair and must be deconstructed; and

WHEREAS, \_\_\_\_\_ desires to deconstruct the Barn to salvage the materials for future sale as a fundraising opportunity for CISD agriculture students;

WHEREAS, \_\_\_\_\_, has, in consideration for the salvage of the barn materials, agreed to deconstruct to the concrete foundation and return the site to its natural, graded condition;

WHEREAS, CISD has determined that it would be of considerable expense to the District to hire a contractor to deconstruct the Barn and remove the materials and foundation; and

WHEREAS, CISD has determined that it is in the best interests of the District to allow \_\_\_\_\_ to deconstruct the Barn and remove the foundation in return for the right to keep any salvaged materials removed from the site.

**NOW THEREFORE**, by this Agreement it is mutually understood and agreed by the Parties as follows:

1. CISD agrees to permit \_\_\_\_\_ to come upon the Property, deconstruct the Barn, remove all the Barn materials from the Property and reasonably clean the site including removal of the concrete foundation and grading of the site. At such time, ownership of the removed materials shall be in the name of \_\_\_\_\_. \_\_\_\_\_ shall also be permitted to bring any necessary equipment onto the Property, or to hire a contractor to deconstruct the Barn on \_\_\_\_\_ behalf.

2. Deconstruction shall commence no later than \_\_\_\_\_, 2010 and shall be completed no later than \_\_\_\_\_, 2010. The Parties understand and agree that no CISD resources shall be used in the deconstruction process. \_\_\_\_\_ further agrees that upon completion of the project, all Barn materials, including the concrete foundation, shall be removed from the Property regardless of whether \_\_\_\_\_ anticipate that the some or all of the materials will have no market value. In the event \_\_\_\_\_ have not completed deconstruction of the Barn by \_\_\_\_\_, 2010, CISD shall have the right to complete

the deconstruction, removal and cleanup of the Barn and \_\_\_\_\_ shall have no right to or interest in the materials removed by CISD.

3. The \_\_\_\_\_ shall ensure that the deconstruction, removal and cleanup of the Barn and site proceeds in a safe and orderly manner. CISD personnel shall be permitted to observe the deconstruction process and if during deconstruction CISD, in its sole discretion, determines that \_\_\_\_\_ or its contractor is employing unsafe deconstruction methods, CISD shall be permitted to stop the work until the safety issues have been resolved to the satisfaction of CISD personnel.

4. \_\_\_\_\_ understands and agrees that CISD is making no warranties as to the condition of the barn or the Property. \_\_\_\_\_ shall assume all risk of injury and property damage to any employees, volunteers and contractors and CISD shall at no time be responsible for any injury or property damage arising from the deconstruction and removal of the Barn and cleanup of the site. \_\_\_\_\_ further agrees to indemnify and hold harmless CISD from any personal injury, including death, or property damage that arises from \_\_\_\_\_ or its contractor's, work, use of the Property or deconstruction of the Barn caused in whole or in part by the negligence or intentional acts of the Boosters, its employees, volunteers, and contractors.

5. If at any time, CISD determines that \_\_\_\_\_ is in breach of this agreement, CISD shall have the right, upon seven (7) days written notice to \_\_\_\_\_, to terminate this contract and complete the deconstruction, removal and cleanup. In the event CISD terminates this Agreement in accordance with this paragraph, \_\_\_\_\_ shall have no right to or interest in the materials removed from the Property.

6. The parties agree that by entering into this agreement neither party is waiving or intends to waive any of its immunities under state or federal law.

7. All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Cooper Independent School District  
Attn: Mr. Jason Marshall, Superintendent  
440 S.W. Third Street  
Cooper, Texas 75432

Successful Bidder  
[Address]

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

8. This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Delta County, Texas.

9. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

10. \_\_\_\_\_ shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of CISD.

**COOPER INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Thomas Darden, President  
Cooper ISD Board of Trustees

**PROPOSER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Typed or printed name