

**REQUEST FOR COMPETITIVE SEALED PROPOSALS TO PURCHASE PORTABLE BUILDINGS**

Cooper Independent School District ("CISD") is requesting sealed proposals for the sale and removal of three (3) portable buildings on CISD property. CISD will accept bids to purchase one, two or all of the buildings. The successful bidder(s) will be responsible for removing the buildings in a safe and orderly manner. Payment in full, by certified funds, ~~will be due on or before the 10<sup>th</sup> day after the successful bidder(s) receive notice of selection.~~ The Work must be completed by T.B.D. - negotiable 2010. In the event the building is not removed by negotiated, 2010, CISD reserves the right to terminate the Agreement and retain 50% of the purchase price as a storage fee.

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 tour of buildings.*

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 heret) thoroughly, (b) visit the site to familiarize himself with existing and local conditions that may in any manner affect the removal of the building (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work.

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 removal be completed by T.B.D. - negotiable.

BID FORM (PROPOSAL):

Bidders shall use the Bid forms included in the documents.

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.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

SUBMISSION OF BIDS:

Cooper Independent School District  
Request for Competitive Sealed Proposals for sale of portable buildings.  
Instructions to Bidders

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!**

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 and its 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 Purchaser.

Requirements:

- ① Safely, and in a timely manner, remove building(s) from CISD property.
- ② Do not leave any dangerous part(s) of building behind or exposed on site.

\* Building(s) located on CISD property at 440 S.W. 3<sup>rd</sup> Street. There are 3 buildings approximately 20+ feet wide by 80' long. Each building contains 3 classrooms.

## 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. Removal Process

Please describe in detail your method for removing the portable buildings.

Will you use your own forces and equipment or do you propose to hire an outside contractor to remove the building.

Do you have any experience in moving buildings or other structures? If so, please explain

### 3. References

Have you or any company or other entity you are associated with ever done work for CISD before? If so, please explain.

BID QUOTE

**1. Firm Information:**

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

**2. Bid Amount**

a) Number of buildings \_\_\_\_\_.

b) Price per building \$ \_\_\_\_\_.

**3. Owner/Contractor Agreement:**

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

**4. 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, or individual's ability & capacity to remove building		x	2	=	
	Firm or individual's ability to perform the work in the required timeframe		x	2	=	
	Geographic proximity of firm or individual to CISD		x	2	=	
2.	Experience of Personnel					
	Experience with removal and transport of portable buildings		x	2	=	
3.	Price		x	10		
4.	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	=	
5..	Overall Impression		x	3	=	
	SUM					

**MEMORANDUM OF UNDERSTANDING  
SALE OF PORTABLE BUILDINGS**

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

WHEREAS, CISD is the owner of a three (3) portable buildings located at \_\_\_\_\_; and

WHEREAS, CISD no longer needs the portable buildings for school district purposes and wishes to sell the buildings; and

WHEREAS, Purchaser desires to purchase \_\_\_\_\_ buildings for a price of \$ \_\_\_\_\_ per building and to remove the buildings from CISD property;

WHEREAS, CISD has determined that it is in the best interests of the District to allow purchaser to buy the building(s) and transport them off CISD property.

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

1. CISD agrees to permit Purchaser to come upon CISD property and remove \_\_\_\_ [number] of portable buildings.
2. Purchaser agrees, within ten (10) days of receiving notice that CISD has accepted Purchaser's bid, to remit \$ \_\_\_\_\_ (the "Purchase Price") in certified funds to the District as payment for the building(s). Removal of the buildings shall be complete no later than \_\_\_\_\_, 2010. The Parties understand and agree that no CISD resources shall be used in the removal process. Purchaser further agrees that upon completion of the project. In the event Purchaser has not completed removal of the building on or before \_\_\_\_\_, 2010, CISD shall have the right to terminate this agreement. In the event this agreement is terminated, CISD shall be entitled to retain up to 50% of the Purchase Price as a storage and rebidding fee.
3. Upon receipt of the Purchase Price and the removal of the Building(s), CISD shall execute all necessary documents to ensure title to the building(s) is transferred to Purchaser.
4. Purchaser shall ensure that the removal and transport of the building(s) proceeds in a safe and orderly manner. CISD personnel shall be permitted to observe the removal process and if during removal CISD, in its sole discretion, determines that the Purchaser is employing unsafe removal methods, CISD shall be permitted to stop the work until the safety issues have been resolved to the satisfaction of CISD personnel.
4. Purchaser understands and agrees that CISD is making no warranties as to the condition of the portable buildings or CISD's property. Purchaser shall assume all risk of injury and property damage to himself or herself and any employees, volunteers and contractors and

CISD shall at no time be responsible for any injury or property damage arising from the removal and transport of the building(s). PURCHASER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS CISD FROM ANY PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE THAT ARISES FROM PURCHASER'S OR PURCHASER'S CONTRACTORS, EMPLOYEES OR VOLUNTEERS WORK, USE OF THE PROPERTY, OR REMOVAL OF BUILDINGS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR INTENTIONAL ACTS OF PURCHASER, HIS OR HER EMPLOYEES, VOLUNTEERS, OR CONTRACTORS.

5. If at any time, CISD determines that Purchaser is in breach of this agreement, CISD shall have the right, upon seven (7) days written notice to Purchaser, to terminate this contract and seek another buyer for the building(s). In the event CISD terminates this Agreement in accordance with this paragraph, Purchaser shall have no right to or interest in the buildings.

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

Purchaser  
[Name]  
[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. Purchaser 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

**PURCHASER**

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