

TERREBONNE

Parish School District

**Request for Bids
For Sale of**

**TERREBONNE PARISH SCHOOL BOARD
PROPERTY**

LOCATED AT:

222 CONNELLY STREET

HOUMA, LA 70363

(East Houma Elementary)

Bid# 100218

Philip Martin, Superintendent

BIDS FOR SALE OF SCHOOL BOARD PROPERTY INVITED

Notice is hereby given that the Terrebonne Parish School Board, in accordance with La. R.S. 41:892, will receive sealed bids in its Purchasing Department for the **sale** of one parcel (41888) of surplus property, to be sold as a whole, belonging to Terrebonne Parish School Board situated in Terrebonne Parish, Louisiana known as East Houma Elementary and located at 222 Connely Street, Houma, Louisiana 70363, until the hour of **two o'clock PM (2:00 PM) on Tuesday, October 2, 2018**. Bids received in the Purchasing Department after 2:00 PM will not be accepted. Bids will be opened, publicly acknowledged, and read aloud, at two-thirty o'clock PM (2:30 PM) on Tuesday, October 2, 2018, in the Purchasing Department, 340 St. Charles Street, Building #3 Houma, Louisiana 70360.

Bids must be submitted on an official bid form which may be obtained from the Purchasing Department, Terrebonne Parish School Board 340 St. Charles Street - Building #3, Houma, LA, requesting by phone at (985) 876-7400, extension #243, email: purchasing@tpsd.org, or downloaded from <http://www.tpsd-la.schoolloop.com/purchasing>.

Bids for the property located at 222 Connely Street, Houma, LA shall be accompanied by a deposit of ten percent (10%) of the appraised value of **One Million Nine-Hundred and Thirty Thousand (\$1,930,000) dollars**, equal to **\$193,000.00** in the form of a **CERTIFIED CHECK OR MONEY ORDER** made payable to the Terrebonne Parish School Board. NOTE: The deposit of the unsuccessful bidder(s) will be refunded by the Terrebonne Parish School Board. The deposit of the successful bidder will be held and will be credited toward the sale price of the subject property. The minimum bid price must be equal to or more than eighty-five percent (85%) of the appraised value.

Pursuant to RS 38:2212 (E), the Terrebonne Parish School Board has partnered with BidSync, LLC and Vendor Registry to distribute bid solicitations, collect responses, and/or allow contractors and vendors the ability to respond through a uniform and secure electronic interactive bidding system. Terrebonne Parish School Board accepts no responsibility for any technical failures via BidSync or Vendor Registry for bid/quote/proposal(s) at any time during the bid process. Electronic responses placed on the www.bidsync.com will be accepted as specified in each bid/quote/proposal. Bidders participating in the BidSync option need to register with BidSync to obtain a user name and password or call Vendor Support at (801) 765-9245. There is a \$100.00 fee to register and receive e-mail or fax notification of bids and includes the ability to respond electronically to Terrebonne Parish School Board bid solicitations through the BidSync website. In addition, an electronic signature must be provided to complete the electronic bid. Where applicable, and in all construction projects, an electronic bid bond is also required and must be furnished. The referenced signature and bond are not included in the \$100.00 fee and are available from third party companies. Bidders participating with the Vendor Registry option, through the TPSB website, may register, inquire, and/or submit only a quote or proposal, at no additional cost to the bidder. Bids may not be submitted through Vendor Registry.

All bids shall be enclosed in a sealed envelope (addressed to Purchasing Department, Terrebonne Parish School Board, 340 St. Charles Street, Building #3, Houma, LA 70360). In accordance with LA R.S. 41:1214, bids shall be secret, sealed applications. Each bid shall be either hand-delivered by the bidder, or his agent, in which instance the deliverer shall receive a written receipt, or such bid shall be sent by registered or certified mail with a return receipt requested. Bids received prior to the scheduled bid opening will be securely kept unopened. Terrebonne Parish School Board bears no responsibility for receipt of a bid submitted by Certified Mail where delivery may be delayed and not be received by the bid due date and time. Bidders are cautioned to allow ample time for the transmittal of bids by United States mail or other carrier. Failure of the U.S. Mail or other carrier to deliver bids in a timely manner shall not be considered due cause to extend the time of the scheduled bid opening.

To the extent allowed by law, the Terrebonne Parish School Board reserves the right to reject any or all bids for just cause.

Roger Dale DeHart, Board President
TERREBONNE PARISH SCHOOL BOARD

Publication Dates: **August 15, 2018; August 22, 2018, August 30, 2018; September 12, 2018 & September 20, 2018**

TERREBONNE

Parish School District

Bids for Surplus Property Located at: 222 Connely Street Houma, LA 70363

PURPOSE

In accordance with La. R.S. 41:892, notice is hereby given that Terrebonne Parish School Board will receive sealed bids at its Purchasing Department, P. O. Box 5097, Houma, Louisiana 70361, on or before **Tuesday October 2, 2018 at 2:00 P.M.**, for the sale of one (1) parcel (41888) of surplus property, to be sold as a whole, belonging to Terrebonne Parish School Board (also referred to as the TPSB) situated in Terrebonne Parish, Louisiana. The Terrebonne Parish School Board will award this sale to the overall highest responsive and responsible bidder based on the specified criteria described on Bid Form #1.

CALENDAR OF EVENTS

Release of Invitation to Bid	- 08-15-18
Inquiry Deadline Date**	- 09-27-18
Deadline to turn in Bid	- 10-02-18 (2:00 pm)
Bid Opening Date	- 10-02-18 (2:30 pm)

(The School Board reserves the right to deviate from these dates.)

INQUIRIES

All inquiries must be submitted in writing **by Thursday September 27, 2018 at 4:00 pm.** Inquiries may be emailed to purchasing@tpsd.org or mailed to 340 St. Charles Street, Building #3, Houma, LA 70361.

SCOPE

Notice is hereby given that the Terrebonne Parish School Board will receive bids for the following surplus property, to be sold as a whole, belonging to Terrebonne Parish School Board situated in Terrebonne Parish, Louisiana. One certain lot of ground, together with all buildings and improvements located thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining, situated in the City of Houma, State of Louisiana, more particularly described as:

A certain tract of land situated in Section 96, Township 17 S, Range 17 E, in the Parish of Terrebonne, State of Louisiana, which is more particularly described as being comprised within the following boundaries, to-wit:

Start at point G, which is along the western prolongation of the northern boundary line of Lot Seven (7) of Block Two (2) of Gulfpark Subdivision, and at a distance of Twenty (20') feet west from the extreme northwestern corner of said Lot Seven (7) of said Block Two (2) of Gulfpark Subdivision, thence North 0 degrees 32 minutes 41 seconds East a distance of Six-Hundred Fifty-Two Feet Five and five-eighth (652'5-5/8") inches to Point H, thence South 89 degrees 27 minutes 19 seconds East a distance of Four Hundred Sixty-Four feet Five and seven-eighth (464' 3-7/8") inches to Point C, thence South 0 degrees 25 minutes 41 seconds west a distance of Six Hundred Seventy-One Feet Six (671'6") inches to point D, thence North 82 Degrees 10 minutes 43 Seconds West a distance of One Hundred Fifty feet Two and three-eighth (150'2-3/8") inches to Point E, thence North 89 degrees 27 minutes 10 seconds West a distance of Three Hundred Sixteen feet Nine and three-eighth (316'0-3/8") inches to Point G, the point of beginning; all as is shown and designated within the lines designated G-H, H-C, C-D, D-E, and E-G on a plat of Gulfpark Subdivision prepared by S. Allen Nunson, C. E., under date of September 1st 1958, a copy of which is attached hereto and made a part hereof; the said tract of land comprising Seven (7) Acres. (See Appendix D)

STANDARD TERMS AND CONDITIONS

The Terrebonne Parish School Board intends to include the terms described in this section in the Agreement to be submitted to the selected Firm. However, Terrebonne Parish School Board reserves the right to include additional terms in the agreement, or to refrain from including any or all of the terms listed below.

JURISDICTION VENUE

The bidder and the Terrebonne Parish School Board, do consent to and accept the venue and jurisdiction of the 32nd Judicial District, Parish of Terrebonne, State of Louisiana, in the event of any dispute, controversy or claim arising out of, or in connection with, or relating to this agreement or any breach, or alleged breach hereof, or lawsuit arising as a result from this request for proposals and any contract entered into between the bidder and the Terrebonne Parish School Board as a result thereof.

DISCLOSURE

Bids will be considered confidential and will not be made a part of the public record until after a contract has been executed by the successful bidder. No public servant, excluding any legislator and any appointed member of any board or commission and any member of a governing authority of a parish with a population of ten thousand or less, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant.

ACCEPTANCE OF CONDITIONS

Each bidder, by the submission of a bid for the surplus properties, consents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

TERMS OF SALE

The property being sold by the seller to the purchaser are "AS IS", "WHERE IS", "ALL SALES FINAL," and the Seller does not in any way warrant the fitness of the surplus property and buildings for any particular use.

Whether the surplus property is purchased for commercial or for personal uses, the Purchaser understands and agrees that the Seller makes no warranty whatsoever regarding the quality, performance, or condition of the surplus property, or any of its parts, assemblies, or accessories.

The Purchaser further agrees that Seller shall have no liability for consequential commercial damages resulting from breach of this agreement. Any implied warranties, including the warranty of MERCHANTABILITY, are waived. Purchaser and Seller assume no responsibility or liability.

Upon notification of bid acceptance, the successful bidder will have forty-five (45) days from the date of said notice to complete the purchase of the subject property. Fees to complete the “Cash Sale” inclusive of, but not limited to, realtor fees, attorney’s fees, and recording costs shall be paid by the successful bidder. If the successful bidder does not complete the purchase of the subject property within this time limit, the deposit will be forfeited.

INSTRUCTIONS TO BIDDERS

It is the responsibility of the bidder to check the Bid before submitting to assure that ALL specifications have been met and all documents requiring a signature, etc. have been properly completed. Failure of a bidder to comply with ALL specifications will be just cause for the Terrebonne Parish School Board to reject that bid. See Attachment “A” for further clarification of submittal instructions.

The Terrebonne Parish School Board is the sole judge of the value and merit of the proposals and reserves the right to reject any or all proposals. All proposals are final, and no additional information will be accepted past the due time and date for receiving, unless requested by Terrebonne Parish School Board officials.

The costs associated with the development and submission of the requested bids is fully the responsibility of the bidder and not chargeable to Terrebonne Parish School Board. Terrebonne Parish School Board shall not be liable for costs incurred by any bidder prior to the execution of a contract.

Bids received after the hour of **2:00 P.M. on October 2, 2018** will not be accepted. Bids will be publicly opened, acknowledged, and read aloud in the office of the Terrebonne Parish School Board Purchasing Agent on **October 2, 2018 at the hour of 2:30 P.M.** Bids must be submitted on the official bid form. Bids not submitted on the official bid form shall be declared irregular and rejected.

Bids for the property located at 222 Connely Street, Houma, LA shall be accompanied by a deposit of ten percent (10%) of the appraised value of **One Million Nine-Hundred and Thirty Thousand (\$1,930,000) dollars**, equal to **\$193,000.00**, in the form of a cashier’s check or money order made payable to “Terrebonne Parish School Board.” The minimum bid price must be equal to or more than eighty-five percent (85%) of the appraised value.

The deposit of the unsuccessful bidder(s) will be refunded by the Terrebonne Parish School Board. The deposit of the successful bidder will be held and will be credited toward the sale price of the subject property. The successful bidder will be notified in writing of the acceptance of said bid by the Terrebonne Parish School Board. Upon notification of said acceptance, the successful bidder will have forty-five (45) days from the date of said notice to complete the purchase of the subject property. Fees to complete the “Cash Sale” inclusive of, but not limited to attorney’s fees, realtor fees, and recording costs, shall be paid by the successful bidder. If the successful bidder does not complete the purchase of the subject property within this time limit, the deposit will be forfeited.

The "Cash Sale" to be executed by and between the Terrebonne Parish School Board, and the successful bidder shall be in a form as required by La. R.S. 41:892 and shall be without warranty of any kind, express or implied, including without limitation, warranties of title, fitness for a particular purpose, merchantability, warranties provided by law, or even for the return of purchase price. Said sale shall not include the sale of minerals or mineral rights, all of which shall be reserved in perpetuity by the Terrebonne Parish School Board. The PURCHASER shall acknowledge that he/she understands that under La. C.C. Arts. 2520-2548 and other provisions of law this sale would ordinarily include a warranty, implied by law, against certain defects in the property sold. PURCHASER shall expressly waive any and all such warranties with respect to all defects, whether apparent or latent, visible or not, and regardless of whether PURCHASER is presently aware of such defects. This waiver of warranty extends to all defects, even if the defect or defects render the property absolutely useless or so inconvenient and imperfect that PURCHASER would not have purchased it, had PURCHASER known of the defect. PURCHASER has examined the property thoroughly and is fully satisfied with its condition. In addition, PURCHASER shall waive, relieve, discharge, relinquish, and release SELLER from any and all demands, claims, causes of action, or other rights to payment, performances, remedy or relief, which PURCHASER may have or may be otherwise entitled to, whether affecting person and/or property, including, but without limitation: (a) those arising under Statewide Order 29-B by Office of Conservation, Department of Natural Resources, State of Louisiana, the Louisiana Environmental Quality Act, the Louisiana Abandoned Oilfield Waste Site Law, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Superfund Amendments, and Reauthorization Act of 1986, the Toxic Substance Control Act and/or any other federal, state, or local law, ordinance, rule, regulation, order, decree, penalty, or requirement concerning, affecting, regulating or involving hazardous, toxic or harmful substances, or the environment. PURCHASER will acknowledge that he/she has read and understands the foregoing waiver of warranty, the waiver has been pointed out and explained, and questions or doubts PURCHASER HAS CONCERNING THE SAME HAVE BEEN ANSWERED SATISFACTORILY. SELLER and PURCHASER shall acknowledge and stipulate that the sale price was negotiated and agreed upon after consideration of the waiver of warranty herein set. The property is to be sold, "**AS IS**", "**WHERE IS**", and with no warranty as to the condition of the improvements of the land, buildings, etc.

Pursuant to RS 38:2212 (E), the Terrebonne Parish School Board has partnered with BidSync, LLC and Vendor Registry to distribute bid solicitations, collect responses, and/or allow contractors and vendors the ability to respond through a uniform and secure electronic interactive bidding system. Terrebonne Parish School Board accepts no responsibility for any technical failures via BidSync or Vendor Registry for bid/quote/proposal(s) at any time during the bid process. Electronic responses placed on the www.bidsync.com will be accepted as specified in each bid/quote/proposal. Bidders participating in the BidSync option need to register with BidSync to obtain a user name and password or call Vendor Support at (801) 765-9245. There is a \$100.00 fee to register and receive e-mail or fax notification of bids and includes the ability to respond electronically to Terrebonne Parish School Board bid solicitations through the BidSync website. In addition, an electronic signature must be provided to complete the electronic bid. Where applicable, and in all construction projects, an electronic bid bond is also required and must be furnished. The referenced signature and bond are not included in the \$100.00 fee and are available from third party companies. Bidders participating with the Vendor Registry option, through the TPSB website, may register, inquire, and/or submit only a quote or proposal, at no additional cost to the bidder. Bids may not be submitted through Vendor Registry.

Bid packets, specifications, and conditions for bidding may be obtained from Mr. Curtis Constrantiche, Terrebonne Parish School Board Purchasing Department, 340 St. Charles Street (70360)/P. O. Box 5097, Houma, LA 70361, phone (985) 876-7400, extension #243 or by e-mail: curtisc@tpsd.org.

The Terrebonne Parish School Board accepts no responsibility for contacting any bidder, failure to contact a bidder, or for a bidder not receiving information regarding this bid. This bid has been properly advertised and it is the sole responsibility of any and all bidders to request and submit bids as advertised.

SELECTION CRITERIA AND PROPOSAL CONTENT

The Terrebonne Parish School Board reserves the right to reject bids from bidders who are in default of prior contracts, guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation.

The award shall bind the successful bidder to payment at the prices quoted in accordance with the conditions of said accepted proposal, contract terms, and conditions.

The Terrebonne Parish School Board is the sole authority regarding any changes, modifications, amendments, alterations, clarifications, prices, specifications, terms, and conditions of the contract. No alteration or variations of the terms of the contract shall be valid or binding upon the Terrebonne Parish School Board unless made in writing and signed by the Terrebonne Parish School Board's Purchasing Agent. Terrebonne Parish School Board reserves the right to:

- Reject any or all bids or cancel this bid advertisement at any time.
- Consider the competency and responsibility of bidders and of their proposed sub-consultants in making the award.
- Negotiate with the next qualified bidder, in the event any bidder(s) to whom the contract was awarded shall default in executing said formal contract in the time and the manner specified hereinafter.

TERREBONNE
Parish School District

SURPLUS PROPERTY: 222 CONNELLY STREET BID FORM

In accordance with the terms and conditions of Louisiana Revised Statutes 41:892, and having read all bid documents pertaining hereto:

I HEREBY SUBMIT A BID IN THE AMOUNT OF \$_____.
(Minimum Bid is **\$1,640,500.00** in accordance with La. R.S. 41:892)

BID DEPOSIT ENCLOSED (10% of bid price, but not less than \$193,000.00):

\$_____ CERTIFIED CHECK

\$_____ MONEY ORDER

I understand that this sale is on a “AS IS”, “WHERE IS”, “ALL SALES FINAL,” basis and the Seller does not in any way warrant the fitness of the surplus property and buildings for any particular use. Upon notification of bid acceptance, I understand that I will have forty-five (45) days from the date of said notice to complete the purchase of the subject property. Fees to complete the “Cash Sale” inclusive of, but not limited to, realtor fees, attorney’s fees, and recording costs shall be paid by the successful bidder. If the successful bidder does not complete the purchase of the subject property within this time limit the deposit will be forfeited. My signature below indicates I have read all bid documents and agree to all therein.

Printed Name

Address

Signature

Phone

Date

This form shall be completely filled out, signed by bidder, and submitted with bid in order to be considered a successful and responsive bid

Attachment “A”

Submittal of Bid:

All bids shall be enclosed in a sealed envelope (addressed to Purchasing Department, Terrebonne Parish School Board, 340 St. Charles Street, Building #3 Houma, LA 70360) In accordance with **LA R.S. 41:1214**, bids shall be secret, sealed applications. Each bid shall be either hand-delivered by the bidder, or his agent, in which instance the deliverer shall receive a written receipt, or such bid shall be sent by registered or certified mail with a return receipt requested. Bids received prior to the scheduled bid opening will be securely kept unopened. Terrebonne Parish School Board bears no responsibility for receipt of a bid submitted by Certified Mail where delivery may be delayed and not be received by the bid due date and time. Bidders are cautioned to allow ample time for the transmittal of bids by United States mail or other carrier. Failure of the U.S. Mail or other carrier to deliver bids in a timely manner shall not be considered due cause to extend the time of the scheduled bid opening.

Note: All envelopes, shall have the Bid Name as indicated below, Sale of Surplus Property: 222 Connely Street Bid #100218

Any bid received after the specified date and time **(2pm October 2, 2018)** shall not be accepted and shall be returned unopened. Bid(s) shall be submitted on the official bid form(s). Bids not submitted on the official bid form(s) shall be declared irregular/non-responsive and rejected.

Caution should be taken to assure your bid submittal is properly mailed and addressed as per bid specifications; any bid submitted that is not properly addressed for submittal will be declared non-responsive and rejected.

The bid shall be addressed following the example below:

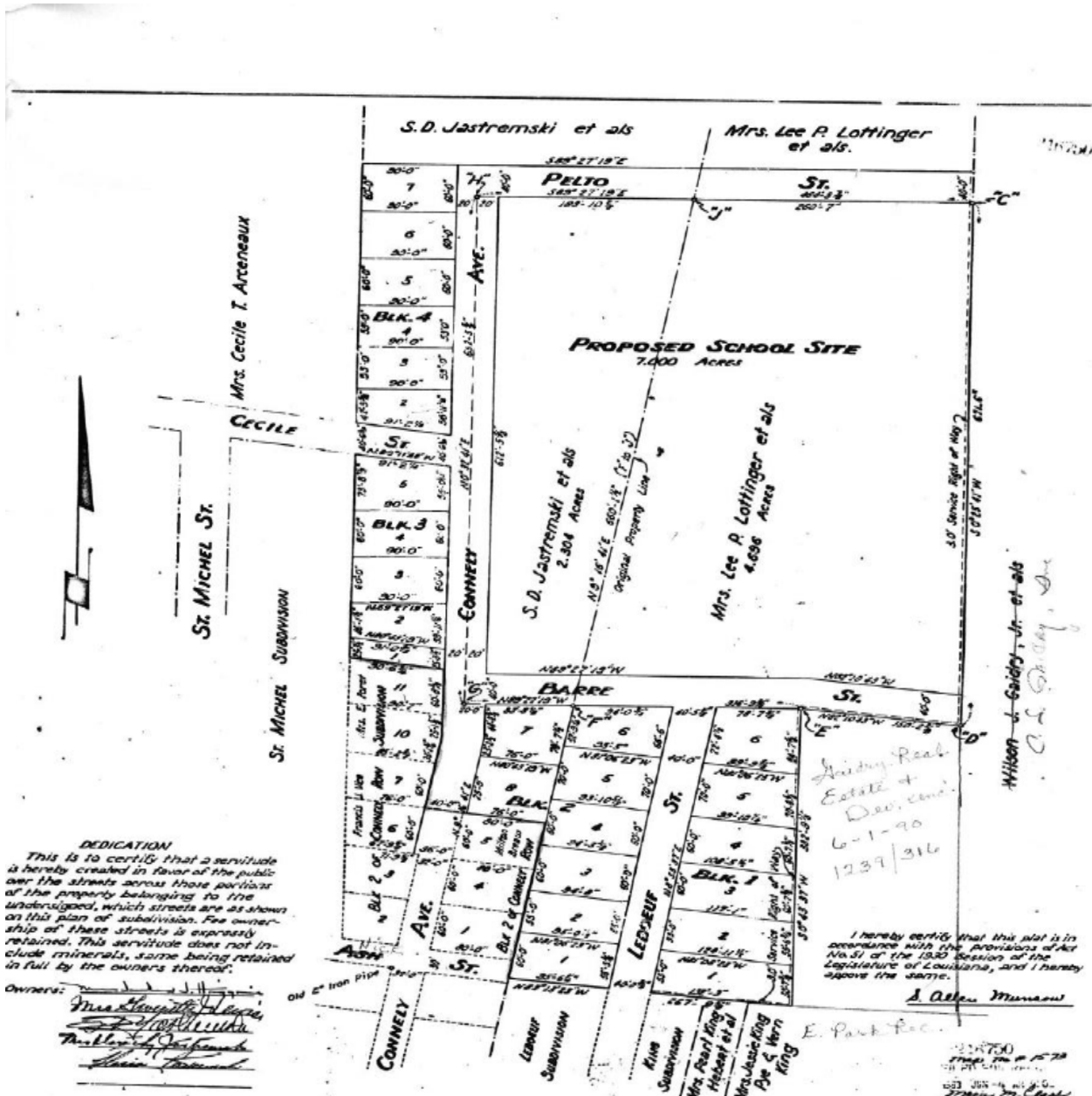
Return Address
<p>Purchasing Department Terrebonne Parish School Board 340 St. Charles Street Building #3 Houma, LA 70360</p>
<p>Sale of Surplus Property: 222 Connely Street Bid #100218</p>

Attachment “B” Plat Map of Parcel 41888

Attachment “C” Front View of Subject Property



Attachment "D" Original Survey of Property



DEDICATION
 This is to certify that a servitude is hereby created in favor of the public over the streets across those portions of the property belonging to the undersigned, which streets are as shown on this plan of subdivision. For ownership of these streets is expressly retained. This servitude does not include minerals, some being retained in full by the owners thereof.

Owners:
 Mrs. Cecile T. Arceneaux
 S.D. Jastrzemski et als
 Mrs. Lee P. Lottinger et als
 Wilson J. Gaidy, Jr. et als

DESCRIPTION OF PROPERTY SUBDIVIDED
 A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, on the left ascending bank of Bayou Terrebonne, but not fronting thereon, and being located immediately in the rear of the Ledoux, King & Connelly Row Subdivisions bounded on the North by other property belonging to S.D. Jastrzemski et als & to Mrs. Lee P. Lottinger et als; on the East by property belonging to Wilson J. Gaidy, Jr. et als; on the South by the Ledoux, King & Connelly Row Subdivisions, by property belonging to Mrs. Pearl King Hebert et al & to Mrs. Jessie King Pyle et al; and on the West by the Connelly Row & St. Michel Subdivisions & by property belonging to Mrs. Cecile T. Arceneaux, said property is subdivided into lots located in Section 36, T17S-R17E.

REVISED MAP OF GULFPORT SUBDIVISION
 BEING A SUBDIVISION OF A PORTION OF PROPERTIES BELONGING TO MRS. LEE P. LOTTINGER ET ALS AND TO S.D. JASTREMSKI ET ALS, LOCATED IN SECTION 36, T17S-R17E, TERREBONNE PARISH, LOUISIANA.
 April 15, 1968 - Scale 1"=60' - Houma, La.
 A. O'Brien, Municipal Civil Engineer
 Louisiana License No. 180

NOTE: All lot corners are marked by iron pipes with wooden stakes indicating lot & block numbers.