**INSTRUCTIONS FOR BID PACKET – BID REQUIREMENTS**

**SALE OF SURPLUS PERSONAL PROPERTY**

The Miller Grove Independent School District is offering for sale one (1) Portable Building, which is surplus personal property of MGISD and is located at 7819 FM 275 South Cumby, Texas.

1. Offers must be submitted in a sealed envelope and must be received at the Miller Grove ISD Administration Office, 7819 FM 275 South, Cumby, Texas 75433 on or before 4:00 p.m., Friday, September 4, 2020.

BID PACKETS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE ACCEPTED. Bids may be personally delivered, sent by U.S. Postal Service, Federal Express or by other express delivery. FAXED PROPOSALS WILL NOT BE ACCEPTED. To be considered, responses must be received at the above address no later than the date and time indicated above. MILLER GROVE ISD IS NOT RESPONSIBLE FOR NEGLECT, ERROR, OR OTHER FAILURE OF THE U.S. POSTAL SERVICE OR AN EXPRESS DELIVERY SERVICE TO DELIVER A SUBMISSION BY THE DEADLINE OR TO A LOCATION OTHER THAN THE OFFICE ADDRESS ABOVE. OFFERORS ASSUME ALL RISK OF SUBMISSION BY MAIL OR DELIVERY SERVICE.

1. The sealed envelope must be marked:

“**ATTENTION:** **STEVE JOHNSON – BID FOR SURPLUS PERSONAL PROPERTY – PORTABLE BUILDING – DO NOT OPEN**.”

1. Offers shall be submitted on the enclosed Sealed Bid Offer Form.
2. Bidders may bid for one Portable Building.
3. Responsible bids will be accepted based on the highest bid being the top bid and listing the bids in descending order.
4. Successful offeror will be required to pay all costs associated with the conveyance of the surplus personal property, including, but not limited to, all costs of moving the Portable Building.
5. The Portable Building is sold AS IS AND WITH ALL FAULTS. Miller Grove ISD makes no representations or warranties whatever, express or implied, regarding the condition of the Portable Building. Miller Grove ISD further DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES as to the condition of the Portable Building and further DISCLAIMS THAT IT IS FIT OR SUITABLE FOR ANY PURPOSE OR USE INTENDED BY THE OFFEROR OR PURCHASER.
6. Additional terms and conditions of sale are included in the enclosed Contract Form, a finalized version of which must be executed by the successful offeror(s) upon presentment following MGISD’s official acceptance of the offeror’s bid. These additional terms and conditions may be waived or modified in the sole discretion of MGISD.
7. Offers will be evaluated by the Board of Trustees of the Miller Grove Independent School District or by the Superintendent of Miller Grove Independent School District. Miller Grove ISD will accept the offers that it deems to be in the best interests of the District. The District may consider any relevant factors affecting the interests of the District.
8. Miller Grove Independent School District reserves the right to reject any and all bids.
9. This bid packet contains the following documents:
   * Instructions for Bid Packet – Bid Requirements
   * Newspaper Advertisement
   * Sealed Bid Offer Form
   * Contract Form

**NOTICE OF SALE OF SURPLUS PROPERTY**

**MILLER GROVE INDEPENDENT SCHOOL DISTRICT**

Miller Grove ISD will receive sealed written bids at the Miller Grove Administration Office, 7819 FM 275 South, Cumby, Texas 75433 until 4:00 p.m. on Friday, September 4, 2020 from parties desiring to purchase, for cash, a Portable Building, which is located at 7819 FM 275 South, Cumby, Texas. The Portable Building is to be sold in its present condition and “AS IS AND WITH ALL FAULTS” and buyer will pay all costs associated with the conveyance, including, but not limited to, all costs of moving the Portable Building. A Bid Packet containing instructions applicable to this bid process will be available in the Miller Grove ISD Administration Office, 7819 FM 275 South, Cumby, Texas 75433 during regular business hours. All potential bidders are encouraged to request a Bid Packet to ensure bidders are familiar with the bid requirements. Sealed bids must be marked **“ATTENTION: STEVE JOHNSON – BID FOR SURPLUS PERSONAL PROPERTY – PORTABLE BUILDING – DO NOT OPEN.”** Bids not received by the deadline specified herein or that do not comply with the bid requirements will not be considered. All inquiries should be directed to Steve Johnson, Superintendent, at the above address, telephone 903-459-3288. Miller Grove ISD reserves the right to accept or reject any or all bids submitted in the best interest of the school district.

# SEALED BID OFFER FORM

**Portable Building**

1. Name and Address of Offeror:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Person to Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Bid Price for Portable Building: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Offeror has read the newspaper notice, the instructions including the conditions of sale, the Contract and consents to the terms thereof except as expressly noted below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

OFFEROR/Authorized Representative

**SALES CONTRACT BETWEEN MILLER GROVE INDEPENDENT**

**SCHOOL DISTRICT AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Sales Contract (“Contract”) is made by and between the Miller Grove Independent School District, a political subdivision of the State of Texas (hereinafter, the “District” or “MGISD”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, the “Buyer”).

**RECITALS**

**WHEREAS,** the portable building located at 7819 FM 275 South, Cumby, Texas (hereinafter, the “Portable Building”) is removable from the real property on which it currently sits and is held by the District as personal property; and

**WHEREAS,** the Board of Trustees of MGISD has determined that the Portable Building is not necessary for the operation of the District, declared the Portable Building to be surplus, and determined that it was in the best interest of the District to dispose of that property; and

**WHEREAS,** the Buyer has made an offer to purchase the Portable Building from the District; and

**WHEREAS,** the Board of Trustees of MGISD has passed a resolution authorizing the Superintendent to execute this Agreement on behalf of the District and the MGISD Board of Trustees; and

**WHEREAS,** the Buyer has agreed to all of the terms and conditions contained herein and has given full authority to the signatory below to execute this Contract on the Buyer’s behalf.

**AGREEMENT**

**NOW, THEREFORE,** KNOW ALL PERSONS BY THESE PRESENTS, in consideration for the Purchase Price stated herein and the other promises, terms, and conditions herein contained, the adequacy and sufficiency of which is hereby acknowledged by both parties, Miller Grove Independent School District and Buyer agree as follows:

1. MGISD agrees to sell the Portable Building to the Buyer, transferring all of its ownership rights in said Building to the Buyer, upon receipt of payment in full of the offer price of $\_\_\_\_\_\_\_\_\_\_\_ (the “Purchase Price”) and the Buyer’s execution of this Contract.
2. The Buyer agrees:
   1. To immediately tender, in full, the Purchase Price of $\_\_\_\_\_\_\_\_\_ to MGISD for the Portable Building;
   2. To remove the Portable Building from the property of MGISD within 7 days of the execution of this Contract and to move said building to a location of the Buyer’s choosing at the Buyer’s sole expense; and
   3. To assume all responsibility for any damage resulting to MGISD property relating to the removal and transportation of the Portable Building, including, but not limited to, repairing any such damage and restoring MGISD property to its previous condition, all at the sole expense of the Buyer.
3. The failure of Buyer to remove the Portable Building from the property of MGISD within \_\_\_\_ days of the execution of this Contract is a material breach of this Contract. In that event, MGISD may, at its discretion, terminate this contract, with the termination effectively immediately upon written notice being provided by MGISD. If MGISD terminates this Contract in accordance with this Section 3, MGISD will be entitled to retain twenty-five percent (25%) of the Purchase Price paid by the Buyer prior to the effective date of the termination, with the remaining seventy-five percent (75%) of the Purchase Price being refunded to the Buyer.
4. ***DISCLAIMER*. By executing this Contract, the Buyer acknowledges and agrees that MGISD has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning or with respect to (i) the value, nature, quality or condition of the Portable Building, (ii) the suitability of the Portable Building for any and all activities and uses which the Buyer may conduct thereon or intend for the Portable Building, (iii) the compliance of the Portable Building with any law, rules, ordinances or regulations of any applicable governmental authority or body, (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Portable Building, (v) the manner or quality of the construction or materials incorporated into the Portable Building, (vi) the manner, quality, state of repair or lack of repair of the Portable Building, or (vii) any other matter with respect to the Portable Building. The Buyer further acknowledges and agrees that having been given the opportunity to inspect the Portable Building, Buyer is relying solely on Buyer’s own investigation of the Portable Building in purchasing the Portable Building and not on any information provided or to be provided by the District. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Portable Building has been or will be obtained from a variety of sources and that MGISD has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. MGISD is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Portable Building, or the operation thereof, furnished by any broker, agent, employee, servant or other person.**
5. ***“AS IS, WHERE IS”.*** 
   1. **AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, SELLER AND BUYER AGREE THAT THE SALE OF THE PORTABLE BUILDING TO BUYER AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS, AND WITH ALL LATENT AND PATENT DEFECTS AND FAULTS” BASIS AND CONDITION. BUYER WILL, ACCORDINGLY, ACCEPT THE PORTABLE BUILDING “AS IS, WHERE IS, AND WITH ALL LATENT AND PATENT DEFECTS AND FAULTS”, AND FURTHER UNDERSTANDS AND AGREES THAT THERE IS NO WARRANTY BY SELLER THAT THE PORTABLE BUILDING IS FIT FOR A PARTICULAR PURPOSE.**
   2. **THE BUYER ALSO ACKNOWLEDGES AND AGREES THAT THE BUYER WILL BE SOLELY LIABLE FOR ALL COSTS OF ABATEMENT OR REMOVAL OF ANY HAZARDOUS MATERIALS (INCLUDING, WITHOUT LIMITATION, ASBESTOS AND LEAD-BASED PAINT) FOUND TO BE PRESENT ON OR IN THE PORTABLE BUILDING.**
   3. Buyer acknowledges that Buyer is not relying on any representation, statement or other assertion with respect to the Portable Building condition, but is relying on Buyer’s examination of the Portable Building. Buyer takes the Portable Building with the express understanding that Seller has made and will make no warranties, expressed or implied, regarding the Portable Building.
   4. Buyer specifically acknowledges that Buyer has full and complete access to the Portable Building to conduct inspections and has not relied upon and will not rely upon any written or oral statements or representations made by Seller or any representative of Seller.
   5. Buyer and Seller also acknowledge that they each possess relatively equal bargaining positions.
   6. Buyer acknowledges that the provisions of this Section are conspicuous, and that Buyer has read, understood and agreed to the terms of this Section. Buyer further acknowledges that the Purchase Price has been negotiated and reflects that the Portable Building is sold by the Seller and purchased by the Buyer subject to the terms of this Section. Buyer is advised to seek legal counsel to insure that Buyer is fully aware of the effect of the provisions of this Section of the Contract.
   7. The provisions of this Section 5 of this Contract will survive the closing of the sale of the Portable Building.
6. *Indemnification*. THE BUYER SHALL DEFEND AND INDEMNIFY MGISD, ITS PAST, PRESENT, AND FUTURE OFFICERS, TRUSTEES, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) IN ANY WAY ARISING OUT OF OR RELATING TO (A) THE PORTABLE BUILDING, (B) THE SALE OR TRANSFER OF OWNERSHIP OF THE PORTABLE BUILDING TO THE BUYER, (C) THE REMOVAL OF THE PORTABLE BUILDING FROM THE PROPERTY OF MGISD, (D) THE TRANSPORTATION OF THE PORTABLE BUILDING TO THE LOCATION OF BUYER’S CHOOSING, (E) THE ERECTION OF THE PORTABLE BUILDING ON PROPERTY LOCATION OF THE BUYER’S CHOOSING, AND/OR (F) THE USE OF THE PORTABLE BUILDING BY THE BUYER.
7. *Attorney’s Fees.* If either Party retains an attorney to enforce this Contract, the Party prevailing in any such litigation is entitled to recover reasonable attorney’s fees and court and other costs from the non-prevailing party.
8. *Binding Effect.* This Contract binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.
9. *No Third-Party Beneficiaries.* There are no third-party beneficiaries to this Contract.
10. *Choice of Law.* This Contract shall be governed by and construed and enforced under and in accordance with the laws of the State of Texas without regard to the choice of law principles/provisions of any jurisdiction, the choice of law being the laws of the State of Texas. This Contract is executed in Tom Green County, Texas and the Parties expressly agree that the exclusive venue for any legal or equitable action arising out of or related in any way to this Contract or any of the documents incorporated herein shall be in in the state district courts of Hopkins County, Texas.
11. *Counterparts.* This Contract may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
12. *Integration.* This Contract, including any attachments hereto, contains the complete agreement of the Parties and cannot be varied except by the written mutual consent of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Contract.
13. *Savings Clause.* In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provisions shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
14. *Legal Construction.* Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. All headings in this Contract are for reference only and are not intended to restrict or define the text of any section. This Contract will not be construed more or less favorably between the parties by reason of authorship.
15. *Recitals.* Any recitals in this Contract are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

**MILLER GROVE INDEPENDENT SCHOOL DISTRICT**

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

Steve Johnson, Superintendent

Date:

**[*BUYER*]**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Buyer

Date:

STATE OF TEXAS §

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COUNTY OF HOPKINS §

BEFORE ME, the undersigned authority, on this day personally appeared STEVE JOHNSON, Superintendent of the Miller Grove Independent School District Board of Trustees, known to me to be the person whose name is subscribed hereto, and under oath stated and deposed that he has executed the above and foregoing instrument on behalf of Miller Grove I.S.D. for the consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME**,** a notary public for the State of Texas, on this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the

State of Texas

STATE OF TEXAS §

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COUNTY OF HOPKINS §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the person whose name is subscribed hereto, and under oath stated and deposed that he/she has executed the above and foregoing instrument on his/her own behalf for the consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME**,** a notary public for the State of Texas, on this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the

State of Texas