

CADDO PARISH SCHOOL BOARD
1961 MIDWAY AVENUE
SHREVEPORT, LA 71108

FOR LEASE

Bid No. 04L-24

Bid Title: LEASE – WORLEY OBSERVATORY PROPERTY

To Be Opened: 10:30 A.M. CST, TUESDAY, FEBRUARY 20, 2024

Sealed bids to acquire the following described five-year lease will be received in the Purchasing Office of the Caddo Parish School Board until 10:30 A.M. CST, TUESDAY, FEBRUARY 20, 2024, at which time bids will be opened and publicly read aloud. Late bids will not be accepted.

THE CADDO PARISH SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES.

ALL BIDS MUST BE SENT VIA MAIL OR BE HAND DELIVERED TO: Caddo Parish School Board, Purchasing Department, 1961 Midway Avenue, Shreveport, LA 71108
OR submitted electronically on the approved website www.bidexpress.com.

It is the responsibility of the vendor to check the district's website for any addenda that may be issued related to the bid at the link provided below or via the Bid Express website.

<https://www.caddoschools.org/page/purchasing>

The sealed envelope containing the bid shall be marked: LEASE – WORLEY OBSERVATORY PROPERTY.

Lessor hereby subleases and lets exclusively unto Lessee the following described property in Caddo Parish, Louisiana:

Being a parcel of land in the fractional Southeast Quarter (SE1/4), also known as U.S. Government Lot No. 2, of the Fractional Northwest Quarter (NW1/4) of Section 5, Township 15 North, Range 12 West, Caddo Parish, Louisiana, more fully described as follows:

Beginning at a 2-1/2" steel shaft, being the Northwest corner of Township 15 North, Range 12 West, also being the Northwest corner of Section 6, Township 15 North, Range 12 West, Caddo Parish, Louisiana; thence East a distance of 7,313.12 feet to a point, thence South a distance of 1,782.62 feet to a point for the point of beginning and being the Northwest corner of the herein described one (1) acre tract; thence East a distance of 208.71 feet to a point for the Northeast corner; thence South a distance of 208.71 feet to a point for the Southeast corner; thence West a distance of 208.71 feet to a point for the Southwest corner; thence North a distance of 208.71 feet to the point of beginning, containing 1.00 acre, more or less; together with all buildings, improvements, fixtures, furnishings and equipment attached thereto or located on the above described tract of land, including, without limitation, all telescopes.

Lessor leases unto Lessee all immovable and movable property owned by Lessor on the Leased Premises. (The lease and sublease shall be referred to herein as the "lease" and the leased and subleased property collectively shall be referred to herein as the "Leased Premises.") Lessee hereby leases the Leased Premises upon the terms and conditions hereof.

Property is subject to all existing surface leases, mineral leases, timber sales, rights-of-way, permits, and other contracts of whatever kind, whether recorded or unrecorded, affecting the leased premises, and Lessor reserves the full use and enjoyment and the right to grant others the full use and enjoyment of the property leased herein, both surface and subsurface, for any and all purposes except that granted and to the extent

granted to Lessee herein. In that regard, Lessor reserves the right to execute any additional oil, gas, and mineral leases on the property and also the right to manage, cut, and sell any merchantable timber. Further, Lessor's grant of ingress and egress under this lease is non-exclusive, and Lessee may not block the ingress and egress of Lessor and its other lessees. Lessor specifically reserves the right to enter onto the property to inspect the condition and use thereof. Lessee shall not construct any permanent improvements on the property without written authorization from the school board or its designee. Vehicles are restricted to existing roads and trails; no new roads or trails may be created. Vehicles shall at all times be operated in a reasonable manner and shall be insured with liability coverage with limits not less than the minimum limits for operation of a vehicle on state highways in accordance with Louisiana state laws. Lessee shall agree to obey all federal, state laws or regulations, and any violation thereof by Lessee, its guests or invitees, shall be considered a breach of this lease.

This lease shall not be assigned, subleased, or otherwise transferred by lessee. This lease shall be inheritable, but shall not be subject to mortgage, pledge, hypothecation or seizure and sale. Lessee agrees to immediately restore possession to Lessor at the termination of this lease in like good condition as that in which he receives it, subject to the usual wear and tear of a prudent use of same. Lessor makes no warranty, express or implied, as to the property or its conditions or suitability for a particular purpose, or the condition or suitability of any of the roads, buildings, gates, fences, or other improvements on the property. No firewood, posts or timber cutting in any manner will be permitted. All conditions of this lease will comply with all state laws applicable to such lease set forth in LA Revised Statutes of 1950, R.S. 41:1211-1221.

Lessee shall not use said property to conduct or provide educational services during the agreed upon lease period. Educational services include, but are not limited to the following: Charter Schools, Private Schools, Alternative Schools, Virtual School testing site, or any other K-12 operation. Lessee is required to obtain approval from CPSB or its designee prior to operating in any other capacity other than the original agreed upon capacity. Lessor shall have the right to terminate and cancel the lease upon giving Lessee 60 days written notice and demand prior thereto.

Lessee shall assume sole responsibility for the conditions of the property and for any occurrences which happen thereon, including, without limitation, use of roads or other facilities constructed or maintained by Lessor. Lessor shall have no obligation to maintain or repair the property or any part thereof or any improvements situated thereon and shall have no liability whatsoever for any injury, damage, or claim resulting from Lessor's failure to maintain and repair the property or any improvements.

By entering into the lease, Lessee acknowledges the applicability of LA Revised Statutes Sections 9:2795 and 9:2791, whereby an owner of premises not used primarily for commercial recreational purposes owes no duty or care to keep such premises safe for entry or use by others for hunting, fishing, camping, hiking, sightseeing or boating, and owes no duty to give warning of any hazardous conditions thereon. Accordingly, Lessor shall assume no responsibility or liability for any injury to persons or property caused by an act of lessee.

Lessee, for himself/itself, his agents, guests and invitees, assumes all risks and hazards in connection with the use of the property. Lessee shall agree to indemnify, defend and hold harmless Lessor from and against any and all liability, damages, claims, loss, expenses (including reasonable attorney's fees) and judgments of any kind whatsoever by reason of any injury to persons or property caused by lessee or his/its invitees, guests, employees or agents, or arising from lessee's use of the property.

In the event that the property or any part thereof shall be needed by Lessor for education purposes, or for any other use by Lessor whatsoever, or should it be necessary for Lessor to place the property for sale, Lessor shall have the right to terminate and cancel the lease upon giving Lessee 60 days written notice and demand prior thereto. In the event of termination or cancellation, Lessor shall be entitled to retain all of the rentals paid by Lessee and may, at its option, return all improvements placed thereon and not removed within ninety (90) days of termination of this lease. Should Lessor desire to retain such property after said ninety (90) day period, such property shall become and remain the property of Lessor without any obligation to reimburse Lessee therefor. If Lessor does not want to acquire ownership of such property, if Lessee does not remove such property within ninety (90) days of receiving written notice from Lessor to do so, Lessor, at its option, may

remove the property, and Lessee agrees to pay Lessor three (3) times the cost of such removal within thirty (30) days of receipt of a documented invoice showing the cost of removal.

Lessee shall represent and warrant to Lessor that Lessee does not lease in aggregate more than 640 acres of land from the State or any of its parishes, municipalities or other subdivisions, including Lessee.

Lessor shall stake off and mark the property by such stakes or monuments as may be necessary to adequately locate and fix the limits of the property.

Lessor does not warrant Lessee possession of the property against trespassers or poachers, nor will Lessor be required to undertake any action or proceedings to maintain Lessee in possession of said property. Lessee shall, however, upon obtaining written consent of Lessor, have the right, as Lessee and in Lessee's name, to proceed against trespassers or poachers, and to eject them by legal means, with all such proceedings to be at the sole cost and expense of Lessee. Lessee shall furnish Lessor copies of all pleadings, documents, and correspondence concerning such proceedings and in the event any party to such proceedings contests the title of Lessor, or the possession of Lessor or Lessee, Lessee shall notify Lessor immediately. Lessee hereby obligates himself/itself to defend and hold Lessor harmless insofar as any such action is concerned, and agrees that in the event any claim for damages should be made against Lessor, due to any act or acts of Lessee, or Lessee's guests or invitees, Lessee shall hold Lessor harmless from against each such claim and shall reimburse Lessor for all costs and expenses incurred by Lessor by reason of any such claim, including a reasonable attorney's fee.

1. TERMS

- 1.1 Annual rental is to be paid by April 1st of each year via certified check or an approved method prescribed by the Lessor.
- 1.2 All existing structures are to remain in current condition.
- 1.3 The purposes for which this property is leased and subleased are exclusively for research in astronomy, as an observatory and related activities and for no other purpose.
- 1.4 This lease shall be for a term of five (5) years beginning from date of award through March 31, 2029. There is to be no tacit or implied reconduction of this lease.
- 1.5 Lessee may place such movable property on the Leased Premises as it, in its sole discretion, deems appropriate. Lessee may not affix permanently any property to the Leased Premises, make any additions thereto or remove or demolish any portion of the Leased Premises without prior written approval of Lessor.
- 1.6 Provided Lessee is not in default of any of the terms hereof, Lessor may renew this Lease for an additional five (5) year term, said term to begin on the first day after the termination of the primary term hereof. Said renewal term shall be upon the same terms and conditions of this Lease. In order to exercise said option, Lessee shall give written notice to Lessor, by certified mail, return receipt requested, addressed to Caddo Parish School Board, 1961 Midway Ave, Shreveport, Louisiana 71108, Attn: Director of Purchasing, no later than ninety (90) days before the termination of this Lease.
- 1.7 Should Lessee fail to pay the rent due hereunder by its due date, Lessor may, at its option, declare the lease terminated, without notice or putting Lessee in default, by giving written notice of termination to Lessor or declare all unpaid and future rental due hereunder immediately due and payable.
- 1.8 Lessee waives all notices to which it may be entitled pursuant to the provisions of the Louisiana Code of Civil Procedure, including but not limited to, Article 4701 thereof.

2. INSURANCE.

- 2.1 All insurance shall be placed with a company admitted to do business in the State of Louisiana and having at least an "A:6" or better rating according to the latest A. M. Best Report. It shall be the responsibility of the Contractor to provide evidence of compliance with this requirement at the time the contract is executed.
- 2.2 Workman's Compensation. As required by the State of Louisiana.
- 2.3 General Liability Insurance.

A. General Liability Limits:

Bodily Injury \$500,000 per occurrence
Property Damage \$100,000 per occurrence
\$500,000 aggregate

Coverage to Include:

Premises/Operations

Products/Completed Operations - (To be provided from contract award date until one year after acceptance by Owner).

Independent Contractors

Contractual

Personal Injury

Blasting, Collapse, or Underground (XCU) Exposures (where applicable)

Broad Form General Liability Endorsement (or equivalent thereof)

B. Automobile Liability Limits:

Bodily Injury \$250,000 per person
\$500,000 per occurrence
Property Damage \$100,000 per occurrence
Alternative: \$500,000 Combined Single Limit

C. Employer's Liability Limits: \$100,000

D. Umbrella Liability Limits: \$1,000,000

- 2.4 Insurance policies shall name the Caddo Parish School Board (CPSB) as an additional insured and contain a waiver of subrogation in favor of CPSB.
- 2.5 The Caddo Parish School Board shall be furnished with certificates evidencing the coverages as required above including naming CPSB as an additional insured with waiver of subrogation on the General Liability Insurance and Umbrella Policies; and CPSB shall be given at least ten (10) days notice prior to cancellation, material revision, or intention not to renew.

Lease period: DATE OF AWARD THROUGH MARCH 31, 2029

NOTE: BID SECURITY TOTALING TEN PERCENT (10%) BUT NOT LESS THAN SEVENTY-FIVE DOLLARS (\$75.00) IS REQUIRED AND MUST BE SUBMITTED WITH THIS BID. BID SECURITY MUST BE IN THE FORM OF A CERTIFIED CHECK OR MONEY ORDER.

Bid form follows on next page.

LEASE BID FORM

Bid No. 04L-24

Bid Title: LEASE – WORLEY OBSERVATORY PROPERTY

To Be Opened: 10:30 A.M., TUESDAY, FEBRUARY 20, 2024

Caddo Parish School Board
1961 Midway Avenue
Shreveport, LA 71108

Re: Lease – Worley Observatory Property

Madam/Gentlemen:

For observational and astronomy purposes, being a parcel of land in the fractional Southeast Quarter (SE1/4), also known as U.S. Government Lot No. 2, of the Fractional Northwest Quarter (NW1/4) of Section 5, Township 15 North, Range 12 West, Caddo Parish, Louisiana, more fully described as follows:

Beginning at a 2-1/2" steel shaft, being the Northwest corner of Township 15 North, Range 12 West, also being the Northwest corner of Section 6, Township 15 North, Range 12 West, Caddo Parish, Louisiana; thence East a distance of 7,313.12 feet to a point, thence South a distance of 1,782.62 feet to a point for the point of beginning and being the Northwest corner of the herein described one (1) acre tract; thence East a distance of 208.71 feet to a point for the Northeast corner; thence South a distance of 208.71 feet to a point for the Southeast corner; thence West a distance of 208.71 feet to a point for the Southwest corner; thence North a distance of 208.71 feet to the point of beginning, containing 1.00 acre, more or less; together with all buildings, improvements, fixtures, furnishings and equipment attached thereto or located on the above described tract of land, including, without limitation, all telescopes.

For the period DATE OF AWARD through MARCH 31, 2029, pursuant to the Terms set forth in the notice of lease, offer:

_____ dollars (\$ _____)

per year for five years. Payment for the first year will be made upon execution of the lease. Each annual rental thereafter will be made prior to APRIL 1st of each year following.

Property is subject to an oil, gas and mineral lease. No firewood, posts or timber cutting in any manner will be permitted. All conditions of this lease will comply with all Louisiana state laws applicable to such lease set forth in LA Revised Statutes of 1950, R.S. 41:1211-1221.

1. INSURANCE.

1.1 All insurance shall be placed with a company admitted to do business in the State of Louisiana and having at least an "A:6" or better rating according to the latest A. M. Best Report. It shall be the responsibility of the Contractor to provide evidence of compliance with this requirement at the time the contract is executed.

1.2 Workman's Compensation. As required by the State of Louisiana.

1.3 General Liability Insurance.

A. General Liability Limits:
Bodily Injury \$500,000 per occurrence
Property Damage \$100,000 per occurrence

\$500,000 aggregate

Coverage to Include:

Premises/Operations

Products/Completed Operations - (To be provided from contract award date until one year after acceptance by Owner).

Independent Contractors

Contractual

Personal Injury

Blasting, Collapse, or Underground (XCU) Exposures (where applicable)

Broad Form General Liability Endorsement (or equivalent thereof)

B. Automobile Liability Limits:

Bodily Injury \$250,000 per person

\$500,000 per occurrence

Property Damage \$100,000 per occurrence

Alternative: \$500,000 Combined Single Limit

C. Employer's Liability Limits: \$100,000

D. Umbrella Liability Limits: \$1,000,000

- 1.4 Insurance Policies shall name the Caddo Parish School Board as an additional insured and contain a waiver of subrogation in favor of the Caddo Parish School Board.
- 1.5 The Caddo Parish School Board shall be furnished with certificates evidencing the coverages as required above including naming CPSB as an additional insured with waiver of subrogation on all insurance policies; and CPSB shall be given at least ten (10) days notice prior to cancellation, material revision, or intention not to renew.

DEBARMENT CLAUSE

Before completing the Invitation for Bid Form, please read the following information:

- 1. **The prospective lower tier participant certifies, by submission of his bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or agency.**
- 2. **Where the Prospective participant is unable to certify any of the statements in this document, such prospective participant shall attach an explanation to this bid response.**

Signed _____

Name (Typed or Printed) _____

Address _____

Telephone (_____) _____

BID MUST BE SENT THROUGH THE US MAIL, BE HAND DELIVERED OR SUBMITTED ELECTRONICALLY THROUGH BID EXPRESS.

FROM: _____

Bid NUMBER: 04L-24

Bid TITLE: LEASE-WORLEY OBSERVATORY PROPERTY

OPENING DATE: TUESDAY, FEBRUARY 20, 2024

SEND TO:

**CADDO PARISH SCHOOL BOARD
Purchasing Department
1961 Midway Avenue
Shreveport, LA 71108**

**Attn Bidders: Use this print format on the outside of your envelope when responding to any formal bids or RFP's.
We do not accept fax or electronic bid responses (except through Bid Express) for any formal bids or RFP's.**