REQUEST FOR SEALED BIDS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
BID NOTICE 24.09 – SALE OF BEAUMONT ISD REAL PROPERTY

Sale of Beaumont ISD Real Property (24.09)

6.007 Acre Parcel of Land
Located at:
1965 Southerland Street Beaumont, TX 77705

SCHEDULE:

Deadline to Receive Questions: Friday, October 20, 2023 by 2:00 p.m.
Responses to Questions Posted Online: Wednesday, October 25, 2023 by 2:00 p.m.
Bid Submission Deadline: Thursday, November 2, 2023 by 2:00 p.m.
Estimated Board Approval: November 16, 2023

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BEAUMONT INDEPENDENT SCHOOL DISTRICT
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Pursuant to Section 272.001(a), Texas Local Government Code, the Beaumont Independent School District ("Beaumont ISD" or "District") is soliciting sealed bids from interested parties to purchase the surface estate only of the parcel of unimproved real property described below. The District will not consider financing the purchase of the Property and will accept only cash or other good funds acceptable to the Title Company at closing (cashier's check or wired funds).

Property

The property consists of approximately 6.007 acre parcel land, more or less, legally described as JW BULLOCK ABST 7PT TR 1 PLAT B-8 6.0017 AC SOUTHERLAND BLDG and located at 1965 Southerland Street, Beaumont, Texas 77705 as depicted and described in the Property Information attached hereto Exhibit A ("Property"), together with all rights, privileges, and appurtenances pertaining thereto, provided that the District expressly excepts from this transaction and will reserve the entire mineral estate in and of the Property, including any and all rights to oil, gas, and other minerals and mineral interests (collectively, "Minerals"), subject to a reasonable waiver of surface rights. **The minimum bid for the Property is $130,000.00 (One Hundred Thirty Thousand and No/100 Dollars) unless the sealed bid meets an exception to the fair market value requirement under Chapter 272, Texas Local Government Code.** The Property and any portion thereof shall be used and occupied, if at all, only in accordance with applicable laws.

Overview

The solicitation documents may be obtained by visiting the Beaumont ISD Purchasing Department website, available at https://www.bmtisd.com/bids. QUESTIONS REGARDING THIS SOLICITATION OR THE BIDDING PROCESS should be addressed, in writing, to Kristin Gentry, Purchasing Director, at kgentry@bmtisd.com. All questions must be submitted prior to the deadline for questions specified in this request. The District will issue responses to timely submitted questions in the form of an addendum posted to the Beaumont ISD Purchasing Department website.

All required submissions should be completed, sealed, and submitted to the Beaumont ISD Purchasing Department, located at 3395 Harrison Ave, Beaumont, Texas 77706, during the District's regular business hours of Monday through Friday, 8:00 a.m. to 4:00 p.m., up to the submission deadline.

The submission deadline is 2:00 p.m. CST on Thursday, November 2, 2023, and sealed bids will be publicly opened and read aloud at that time. In the event that no sealed bids are received by the designated submission deadline, the District reserves the right to issue one or more addenda to keep this solicitation open and extend the submission deadline until an acceptable sealed bid is received. The District also reserves the right to reject any or all sealed bids to purchase the above-described Property.

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Solicitation Schedule

The following is the anticipated schedule for this solicitation (all times shown are Central Standard Time/CST):

Solicitation Milestone	Date & Time
Advertisement (1st run) Bid documents posted on the Beaumont ISD website www.bmtisd.com/bids	Wednesday, October 4, 2023
Advertisement (2nd run)	Wednesday, October 11, 2023
Deadline to receive written questions (emailed to bids@bmtisd.com)	Friday, October 20, 2023 by 2:00 p.m.
Responses to written questions issued by addendum (posted on BISD website at www.bmtisd.com/bids)	Wednesday, October 25, 2023 by 2:00 p.m.
Submission Deadline	Thursday, November 2, 2023 by 2:00 p.m.

Beaumont Independent School District reserves the right to revise the foregoing schedule at any time. Any such revision(s) will be set forth in an addendum to this request posted on the Beaumont ISD Purchasing Department website, available at www.bmtisd.com/bids.

Exhibits and Attachments

Exhibits and Attachments
Exhibit A – Property Information
Exhibit B – Letter of Intent Form
Attachment No. 1 – Proposal Response Form
Attachment No. 2 – Conflict of Interest Questionnaire
Attachment No. 3 – Felony Conviction Notice
Attachment No. 4 – Non-Collusion Affidavit
Attachment No. 5 – Form 1295 Instructions

All sealed bids to purchase the Property must be submitted in the form of the Letter of Intent attached hereto as Exhibit B. To submit a sealed bid, the prospective purchaser must complete all sections of the Letter of Intent and submit one (1) original and two (2) copies of the executed Letter of Intent. In addition, Attachments 1-4 listed above must be completed, signed and, where applicable, notarized, and submitted with the sealed bid.

All sealed bids must be accompanied by a cashier's check for the Earnest Money made payable to the Districts chosen title company: Texas Regional Title, 7675 Folsom Drive, building 100, Beaumont, TX 77706 ("Title Company") in the amount of $1,300.00 and a cashier's check for the Independent Consideration made payable to Beaumont Independent School District in the amount of $500.00. The Earnest Money and Independent Consideration will not earn interest while in the District's possession. All sealed bids that are not accepted will be returned to the prospective purchaser with the uncashed checks for the Earnest Money and Independent Consideration.

Inspection of the Property Prior to Submission of Sealed Bids

Prospective purchasers are permitted to make a physical inspection of the Property prior to submitting a sealed bid if the prospective purchaser so elects.

"AS-IS Sale" and Disclaimer

THE PROPERTY WILL BE SOLD AS-IS, WHERE-IS, WITH ALL FAULTS CONDITION, AND THE DISTRICT MAKES NO, AND SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS, WARRANTIES, COVENANTS, OR GUARANTEES REGARDING THE PROPERTY.

Prospective purchasers are advised to conduct their own inquiries and investigations regarding the Property, including, without limitation, the Property Information set forth in Exhibit A, any other documents or other information provided by the District, its employees, contractors, or agents relating to the Property or this solicitation, and any encumbrances, conditions, easements, assessments, reservations, and restrictions with respect to the Property. Prospective purchasers shall not rely upon, and the District does not make any representations, warranties, covenants, or guarantees relating to, these or any other matters affecting the Property, and prospective purchasers shall perform appropriate due diligence and legal analysis with respect thereto.

The conveyance of the Property by the District will be subject to all visible and apparent easements, any and all matters contained in the vesting deed wherein the District acquired the Property, any and all matters filed of record in the real property records of Jefferson County, Texas, and any other matters noted as "Permitted Exceptions" as defined in the Agreement. For purposes of this request, the term "Agreement" means the definitive Purchase and Sale Agreement executed by the successful proposer, if any, who is awarded a contract pursuant to this request ("Buyer") and countersigned by the District's authorized representative after the Buyer's sealed bid has been approved and accepted by the District's Board of Trustees. **The Agreement and any deed delivered by the District at closing will contain an "AS-IS" clause acceptable to the District, including, without limitation, a disclaimer and waiver of all representations, warranties, covenants, and guarantees, except for the limited warranty of title, which shall be given as to the Property only (and not any ancillary rights, privileges, and appurtenances).**

Not an Offer; Contract Approval Required

THIS REQUEST CONSTITUTES A REQUEST FOR SEALED BIDS ONLY, WHICH MAY OR MAY NOT RESULT IN A SALE OR CONTRACT TO SELL AND DOES NOT SERVE AS A LEGAL OFFER BY THE DISTRICT UNDER CONTRACT LAW. THE SUBMISSION OF A SEALED BID CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY THAT THE DISTRICT MAY OR MAY NOT ACCEPT, IN ITS SOLE DISCRETION. THE REQUEST AND THE SEALED BID SUBMITTED TO THE DISTRICT PURSUANT TO THIS REQUEST MAY CREATE LEGAL OBLIGATIONS ON THE PROSPECTIVE PURCHASER. PROSPECTIVE PURCHASERS ARE ADVISED TO HAVE AN ATTORNEY REVIEW THIS REQUEST FOR SEALED BIDS, INCLUDING THE EXHIBITS AND ATTACHMENTS, THE LETTER OF INTENT, AND THE PROSPECTIVE PURCHASER'S SEALED BID TO ADVISE THE PROSPECTIVE PURCHASER AS TO THE EFFECTS THEREOF.

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL SEALED BIDS TO PURCHASE THE PROPERTY AND/OR TO MAKE COUNTER-OFFERS TO ANY PROSPECTIVE PURCHASER AND NEGOTIATE THE TERMS OF A LETTER OF INTENT AND/OR ANY RESULTING AGREEMENT.

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This Request for Sealed Bids does not obligate the District to award a contract or pay any costs incurred by a prospective purchaser in the preparation and submittal of a sealed bid. If a sealed bid is selected for recommendation pursuant to the requirements of this request, the prospective purchaser, sealed bid, Letter of Intent, and resulting Agreement, if any, will be submitted to the District's Board of Trustees ("Board") for consideration and approval. If the Board approves and accepts a sealed bid, any delegation of authority by the Board to an authorized representative of the District to commit the District contractually shall be limited to the scope of authority to contract expressly delegated by the Board. NO CONTRACT SHALL BE ENFORCEABLE AGAINST THE DISTRICT UNLESS AND UNTIL IT IS APPROVED BY THE DISTRICT'S BOARD OF TRUSTEES AT A DULY CALLED MEETING AND PROPERLY EXECUTED BY BOTH THE SELECTED PROSPECTIVE PURCHASER, IF ANY, AND THE AUTHORIZED REPRESENTATIVE OF THE DISTRICT.

Waiver

BY SUBMITTING A SEALED BID, THE PROSPECTIVE PURCHASER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST BEAUMONT INDEPENDENT SCHOOL DISTRICT, OR ITS PAST, PRESENT, OR FUTURE TRUSTEES, EMPLOYEES, AGENTS, OR REPRESENTATIVES ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY SEALED BID; (2) ANY REQUIREMENTS UNDER OR IN CONNECTION WITH THE REQUEST OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY SEALED BID OR ANY PART OF ANY SEALED BID; (4) WAIVER BY THE BEAUMONT INDEPENDENT SCHOOL DISTRICT OF ANY TECHNICALITIES OR IRREGULARITIES IN THE REQUEST OR ANY SEALED BID; (5) WAIVER OR CHANGE IN ANY PROVISION OF THE REQUEST OR RELATED MATERIALS THAT DOES NOT MATERIALLY AND ADVERSELY AFFECT A SPECIFIC SEALED BID; AND/OR (6) THE AWARD OF AN AGREEMENT, IF ANY.

Right to Withdraw or Amend

The District reserves the right to withdraw this request at any time for any reason and to withdraw the Property from designation as surplus and/or from sale at any time; and to issue such responses to questions, clarifications, modifications, amendments, and/or addenda as the District deems appropriate, in its sole discretion. If and when the District responds to questions or any part of this request is revised, amended, supplemented, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the District will issue an addendum addressing such matters, and the addendum will be posted on the Beaumont ISD Purchasing Department website, available at https://www.bmtisd.com/bids. It is the sole responsibility of the prospective purchaser to monitor the Beaumont ISD Beaumont ISD Purchasing Department website to verify issuance of addenda and to ensure the prospective purchaser's receipt thereof. Prospective purchasers shall acknowledge receipt of any addenda in the prospective purchaser's sealed bid.

Non-Discrimination

The District is an equal opportunity educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, or any other characteristic protected by law.

Prohibited Conduct

ALL COMMUNICATIONS REGARDING THIS BID NOTICE SHALL ONLY BE BETWEEN THE PROSPECTIVE PURCHASER OR ITS AGENT AND THE DISTRICT CONTACT SET FORTH ON THE FIRST PAGE OF THIS REQUEST. PROSPECTIVE PURCHASERS SHALL NOT COMMUNICATE WITH ANY OTHER PERSON AT THE DISTRICT, INCLUDING ANY TRUSTEE OR ADMINISTRATOR, REGARDING THIS REQUEST OR THE PROSPECTIVE PURCHASER'S SEALED BID.

Any direct or indirect actions taken to unduly influence the competitive process, to circumvent equal consideration for all prospective purchasers, or to disregard ethical and legal policies and other requirements may be grounds for disqualification from participation in this request for bids and/or any future District orders or contracts.

***Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly noticed public meeting, in accordance with applicable Board policies and the Texas Open Meetings Act.

Confidentiality and Texas Public Information Act

To the extent permitted by law, documents submitted as part of the sealed bid will be treated as confidential during the review and evaluation process, with the exception of the names of the prospective purchasers and the sealed bid amounts. Unless required by law, sealed bids will not be made available for review by anyone other than the District or its designated agents, and there shall be no disclosure of any prospective purchaser's sealed bid to a competing prospective purchaser prior to the acceptance of a sealed bid and award of an Agreement. Upon the award of an Agreement, if any, sealed bids and any other information submitted to the District may become public information (except for any information that remains confidential under applicable law) and may be subject to disclosure to any person who makes a proper request for the information. If a prospective purchaser believes that any information included in its sealed bid contains proprietary, trade secret, or other information that is privileged or confidential by law or that may cause substantial competitive harm to the prospective purchaser's business if disclosed by the District to a third-party, even after the award of the Agreement, the prospective purchaser should clearly and conspicuously mark that information in its sealed bid and the prospective purchaser may be entitled to protect such information at the time a request is made for disclosure; provided, however, that the District cannot guarantee that any such information is protected from disclosure, and the prospective purchaser should consult with its legal counsel to determine whether such information may be protected from disclosure. Wholesale marking of the entire sealed bid as "Confidential" or "Proprietary" will not be effective.

Instructions for Submission of Sealed Bids

Prospective purchasers should exercise particular care in reviewing the requirements for sealed bids and the selection criteria set forth in this request. Sealed bids that do not materially conform to requirements of this request may be disqualified from consideration. As used in this request, the term "sealed bid" means a prospective purchaser's offer package in a sealed envelope containing all of the documents required by the request, including, without limitation, all required originals and copies of the completed Letter of Intent and Attachments 1-4, a cashier's check for the Earnest Money, and a cashier's check for the Independent Consideration. All of the documents described herein shall be completed correctly, signed, and, where applicable, notarized. Original documents should be clearly marked "Original." The outside of

the sealed envelope containing the sealed bid must clearly state the prospective purchaser's name and "Sealed Bid #24.09, Sale of Beaumont ISD Surplus Real Property – 6.007 Acre Parcel of Land."

Sealed bids may be mailed, couriered, or hand delivered, and must be received by the Beaumont ISD Purchasing Department at 3395 Harrison Ave, Beaumont, Texas 77706 no later than 2:00 p.m. CST on Thursday, November 2, 2023.

Prospective purchasers are responsible for ensuring that sealed bids are delivered according to the instructions in this request by the stated submission deadline. If a sealed bid is misplaced due to an insufficient address or improper delivery, the District will bear no responsibility for the loss and will not accept the sealed bid after the submission deadline if it is found. Sealed bids received after the submission deadline or received at a location other than the location specified in the request will not be considered for award and will be returned unopened to the prospective purchaser. The time/date stamp clock used by the District's Purchasing Department shall be the official time of receipt of the sealed bids.

Proposed Changes

No exceptions or changes to the terms and conditions of the request or the Letter of Intent will be accepted unless such exceptions or changes that may be requested by the prospective purchaser are specifically and expressly stated in the sealed bid, received by District on or before the submission deadline, accepted by District, and ultimately reduced to writing and signed by both the prospective purchaser and an authorized representative of the District. The District reserves the right to accept, reject, and/or negotiate any proposed exceptions or changes, provided that such exceptions or changes would not reflect any unfair advantage to one prospective purchaser over another. **Exceptions or changes to the request for sealed bids terms and conditions or Letter of Intent that the District considers to be too general, unreasonable, or affecting essential terms, or any language to the effect that the prospective purchaser does not consider this request or the Letter or Intent to be part of its contractual obligation, may reduce or eliminate the prospective purchaser's prospects for award.**

Withdrawal of Sealed Bids

Prospective purchasers may request to withdraw a sealed bid prior to the submission deadline. Any such request must be made in writing at the same location designated for submission of sealed bids. If a prospective purchaser's request to withdraw a sealed bid is granted, the District will return the sealed bid to the prospective purchaser unopened. Once the submission deadline has passed, all sealed bids shall be deemed final, conclusive, and irrevocable, and no sealed bids shall be subject to withdrawal, correction, or amendment for errors or miscalculations by the prospective purchaser. All sealed bids shall remain fixed and binding on the prospective purchaser and open and valid for not less than ninety (90) days after the submission deadline, and no sealed bids may be withdrawn for a period of ninety (90) days after the submission deadline without the prior written consent of the District's Board of Trustees.

Form 1295

If a Form 1295 is required by statute, prior to taking the recommended sealed bid to the Board of Trustees for consideration, the District will require the prospective purchaser with the highest ranked sealed bid to submit evidence that the prospective purchaser has completed Form 1295 (Certificate of Interested Parties). The instructions for completing the 1295 form are set forth in Attachment 5. The prospective purchaser will be required to electronically complete and sign a 1295 form on the Texas Ethics Commission website, print out the form, and deliver a copy of the form to the District's Purchasing Department.

If the District requests a prospective purchaser to complete Form 1295, within forty-eight (48) hours from the date the District notified the prospective purchaser of the need for the Form 1295, the prospective purchaser must submit evidence to the District that the form has been completed. If the prospective purchaser fails to submit the required information to the District within such 48-hour period, the District may deem that sealed bid ineligible and request that the prospective purchaser with the next highest ranked sealed bid complete the Form 1295 with the process continuing until the prospective purchaser with the highest ranked sealed bid complies with this requirement.

Selection Process

Review of Sealed Bids. All sealed bids will be reviewed to determine if they conform with the request requirements. Conforming sealed bids will be evaluated, and the final sealed bid selection and award of an Agreement, if any, will be subject to approval and acceptance by the District's Board of Trustees. No final determination of a successful sealed bid will be made until a thorough review of all sealed bids is conducted and completed.

Waiver of Minor Technicalities. Notwithstanding anything contained in this request, the District reserves the right to waive minor technicalities or irregularities in a sealed bid so long as such technicality or irregularity does not put any other prospective purchaser at a disadvantage or otherwise adversely affect the sealed bid process.

Evaluation Criteria for Award. An Agreement, if awarded, will be made to the prospective purchaser with the highest ranked sealed bid representing the best value to the District based on the Evaluation Criteria below; provided that the sealed bid is in compliance with the requirements set forth in this request, including a sealed bid amount that is acceptable to the District, and not determined to be ineligible.

Evaluation Criteria

1. Sealed bid amount offered for the Property — 75 Points
   (Taking into consideration the proposed Purchase Price and any other financial terms contained in the sealed bid, including, but not limited to, any proposed exceptions or changes to the allocation of costs, expenses, and liabilities in the Request for Sealed Bids or Letter of Intent, and whether the sealed bid amount is equal to or greater than the fair market value of the Property or satisfies an exception to the fair market value requirement under Chapter 272, Texas Local Government Code)

2. Acceptance of the request terms and Letter of Intent 15 Points
   (Taking into consideration the extent to which the sealed bid includes any proposed exceptions or changes to the request terms or Letter of Intent, with preference given to sealed bids containing no proposed exceptions or changes)

3. The use to which the prospective purchaser will put the Property 10 Points
   (Taking into consideration the economic value of the proposed use of the Property to the District and the community, including, but not limited to, the long-term operational and ad valorem taxation impact of the sealed bid on the District, and whether the prospective purchaser's intended use of the Property will result in the Property benefitting the District and the community in ways other than economic)

Total 100 Points

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL SEALED BIDS

Best and Final Offer. The District reserves the right to request prospective purchasers to submit a best and final offer or to request prospective purchasers to respond to a request for clarification following the evaluation of the initial sealed bids. Either process may occur and will be at the sole discretion of the District. In the event that the District elects to request a best and final offer, it will notify the highest ranked prospective purchasers (up to a maximum of 5) in writing, request those prospective purchasers to submit their best and final offer, and provide a deadline for such offers. Best and final offers must be submitted on forms required by District in its notice and request for best and final offers.

Notification to Prospective Purchasers. The District will notify all prospective purchasers via electronic mail or U.S. Mail within fifteen (15) District business days after the sealed bid opening as to the status of their sealed bid and whether the District will request the prospective purchaser to submit a best and final offer. No oral statements or verbal acknowledgement of an award to a particular prospective purchaser shall create a contractual or other obligation on the part of the District.

Disposition of Earnest Money and Independent Consideration. If a prospective purchaser's sealed bid is accepted and an Agreement is awarded to that prospective purchaser by the District's Board of Trustees, the District will forward the cashier's check for the Earnest Money to the Title Company (Texas Regional Title) to be applied toward the Purchase Price at closing and will deposit and retain the Independent Consideration, which shall be non-refundable to the prospective purchaser. If a sealed bid is not accepted, the District will notify the prospective purchaser that its sealed bid was not accepted and inform the prospective purchaser regarding the process for return of the cashier's checks for the Earnest Money and Independent Consideration.

EXHIBIT A

PROPERTY INFORMATION



Property Details

Account		
Property ID:	125575	**Geographic ID:** 300007-000-019600-00000
Type:	Real	**Zoning:** RMH
Property Use:	CS REAL VACANT SCHOOLS/COLLEGES	**Condo:**
Location		
Situs Address:	1965 SOUTHERLAND ST BEAUMONT, TX 77705	
Map ID:	0	**Mapsco:** 101-149
Legal Description:	J W BULLOCK ABST 7 PT TR 1 PLAT B-8 6.0017 AC SOUTHERLAND BLDG	
Abstract/Subdivision:	300007-000 - 7 J. W. BULLOCK	
Neighborhood:		
Owner		
Owner ID:	448989	
Name:	BEAUMONT ISD	
Agent:		
Mailing Address:	3395 HARRISON AVE BEAUMONT, TX 77706-5098	
% Ownership:	100.0%	
Exemptions:	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere) For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$21,000 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$21,000 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$21,000 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$21,000
Ag Use Value:	$0

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: BEAUMONT ISD **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
101	BEAUMONT ISD	1.161510	$21,000	$0	$0.00	
221	CITY OF BEAUMONT	0.681485	$21,000	$0	$0.00	
341	PORT OF BEAUMONT	0.102106	$21,000	$0	$0.00	
755	SABINE NECHES NAV DIST	0.089005	$21,000	$0	$0.00	
849	DRAINAGE DISTRICT #6	0.192429	$21,000	$0	$0.00	
901	JEFFERSON COUNTY	0.363184	$21,000	$0	$0.00	
A59	FARM AND LATERAL ROAD	0.000000	$21,000	$0	$0.00	
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$21,000	$0	$0.00	
T341	TIF PORT OF BMT	0.000000	$21,000	$0	$0.00	

Total Tax Rate: 2.589719

Estimated Taxes With Exemptions: $0.00

Estimated Taxes Without Exemptions: $543.84

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
A1	Acres Style Type	6.0000	261,360.00	0.00	0.00	$21,000	$0

EXHIBIT B

LETTER OF INTENT FORM

Beaumont Independent School District
3395 Harrison Ave
Beaumont, Texas 77706

Re: Letter of Intent from _____ ("Prospective Purchaser") to purchase the surface estate of an approximate 6.007 acre parcel of land ("Property") from Beaumont Independent School District ("Seller") pursuant to request for sealed bids notice 24.09.

To Seller:
Prospective Purchaser submits the following offer to purchase the above-described Property, as depicted in Exhibit A of the request. Prospective Purchaser acknowledges that, if accepted by the Seller's Board of Trustees, such purchase would be subject to the following material terms, to be finalized by the parties in a definitive Purchase and Sale Agreement ("Agreement") to be executed by Seller and Prospective Purchaser following approval of the same by Seller's Board of Trustees:

1. **Prospective Purchaser's Contact Information**:

   Legal Name: _____

   Authorized Representative: _____

   Address: _____

   Phone Number: _____

   Email: _____

2. **Purchase Price**: The purchase price for the Property ("Purchase Price") will be $_____, payable in cash at closing, in accordance with the terms below. The Purchase Price will not be adjusted based on the final Survey approved by Prospective Purchaser and Seller.

3. **Earnest Money and Independent Consideration:** Prospective Purchaser submits a cashier's check herewith in the amount of $1,300.00 payable to Texas Regional Title Company, as Earnest Money, and Prospective Purchaser submits a cashier's check herewith in the amount of $500.00 payable to Beaumont Independent School District, as Independent Consideration. Seller will deposit the Earnest Money with the Title Company within five (5) Seller business days after the Effective Date of the Agreement and, except as may be provided otherwise in the Agreement, the Earnest Money shall be applied to the Purchase Price at closing. Upon the parties' execution of the Agreement, the Independent Consideration shall be non-refundable to Prospective Purchaser and shall be retained by Seller as independent consideration for Prospective Purchaser's right to terminate the Agreement during the Feasibility Period, as described below.

4. **Title Company**: The Title Company for this transaction shall be:
   Texas Regional Title, 7675 Folsom Dr., Bldg. 100, Beaumont, TX 77706 Attn: Mary Rodriguez.

5. **Effective Date**: The Effective Date of the Agreement shall be the date that the fully executed Agreement is receipted by the Title Company.

6. **Feasibility Period**: Prospective Purchaser shall have until 5:00 p.m. CST on the date that is forty-five (45) days after the Effective Date to perform any non-invasive surveys, tests, inspections, and other due diligence activities on or with respect to the Property, provided that such activities shall be subject to any reasonable requirements of Seller, which requirements shall be further detailed in the Agreement. Any invasive due diligence activities, including, without limitation, a Phase II environmental site assessment, shall require the Seller's prior written consent. If Prospective Purchaser deems the Property unsuitable, Prospective Purchaser may terminate the Agreement by providing written notice to Seller prior to the expiration of the Feasibility Period, and upon such timely termination the Earnest Money shall be returned to Prospective Purchaser.

7. **Survey**: Prospective Purchaser, at its sole cost and expense, shall obtain a new land title survey of the Property ("Survey") within twenty (20) days after the Effective Date of the Agreement, indicating the boundaries and total area of the Property, and shall provide a copy of such Survey to Seller and the Title Company for approval.

8. **Title Commitment and Policy**: Within fifteen (15) days after the Effective Date, Prospective Purchaser will, at its sole cost and expense, cause the Title Company to issue to Prospective Purchaser a commitment ("Title Commitment") for an owner's policy of title insurance covering the Property ("Title Policy"). Prospective Purchaser will pay for the Title Policy and any endorsements requested by Prospective Purchaser at closing.

9. **Title Review**: Prospective Purchaser will have a period of fifteen (15) days after receipt of the last of the Survey and the Title Commitment to make written objections to matters affecting title. Seller may, but is not required to, cure any such objections.

10. **Closing**: Closing and funding of the transaction shall take place within fifteen (15) days following the expiration of the Feasibility Period, unless otherwise agreed by the parties in writing. At closing, Seller will convey the Property to Prospective Purchaser by Special Warranty Deed, free and clear of all mortgages, liens, and other encumbrances, except as approved or waived by Prospective Purchaser, provided that Seller will make no warranties as to any rights, privileges, or appurtenances pertaining to the Property.

11. **Minerals and Surface Rights**: Seller excepts from this transaction and will reserve in the deed delivered by Seller at closing any and all minerals in and of the Property, subject to a reasonable waiver of surface rights for the development and production of said minerals.

12. **Commissions**: Prospective Purchaser represents to Seller that Prospective Purchaser has entered into an agreement with _____ ("Prospective Purchaser's Broker") to represent Prospective Purchaser in the purchase of the Property. Prospective Purchaser shall be responsible for the payment of any fees, commissions, or compensation payable to Prospective Purchaser's Broker or any other person or entity as a result of Prospective Purchaser's participation in the transaction contemplated herein, and Seller shall have no liability therefor.

13. **Proposed Land Use:** Offeror's proposed land use is described below:

_____

_____

14. **Taxes**: Property taxes will be prorated to the date of closing.

15. **THIS SALE SHALL BE AN "AS-IS, WHERE-IS, WITH ALL FAULTS" SALE, AND THE SPECIAL WARRANTY DEED DELIVERED BY SELLER AT CLOSING SHALL SO PROVIDE.**

It is understood that the basic transaction outlined above and such other terms and conditions as are usual and appropriate for a transaction of this type shall be the subject matter of a definitive Agreement prepared, negotiated, and executed by Seller and Prospective Purchaser after the approval of the terms set forth herein by Beaumont ISD's Board of Trustees. If Prospective Purchaser's sealed bid is selected and this Letter of Intent is approved by Beaumont ISD's Board of Trustees, Prospective Purchaser agrees, within ten (10) business days after written notification by Seller, to execute any such Agreement. Beaumont ISD's acceptance of the Agreement is effective only upon the execution of the Agreement by Beaumont ISD's authorized representative after approval of the same by Seller's Board of Trustees.

_____
Signature of Authorized Representative

_____
Print Name

_____
Date

ONCE EXECUTED BY PROSPECTIVE PURCHASER, THIS LETTER OF INTENT CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY AND MAY CREATE LEGAL OBLIGATIONS ON THE PROSPECTIVE PURCHASER. AN OFFER MAY ONLY BE ACCEPTED BY FORMAL ACTION OF THE BEAUMONT ISD BOARD OF TRUSTEES. PROSPECTIVE PURCHASERS MAY WISH TO HAVE AN ATTORNEY REVIEW THIS LETTER OF INTENT TO ADVISE THEM AS TO THE EFFECTS THEREOF.

ATTACHMENT 1

SEALED BID FORM

Introduction
This sealed bid is for the purchase of the surface estate of a parcel of land containing approximately 6.007 acres (as further described in Beaumont ISD Request for Sealed Bid Notice 24.09) and consists of:

1. This Sealed Bid Form (Attachment 1), completed, signed, and notarized;
2. One (1) original and two (2) copies of the completed and signed Letter of Intent (Exhibit B);
3. A cashier's check for the Earnest Money;
4. A cashier's check for the Independent Consideration;
5. The completed, signed, and, where applicable, notarized Attachments 1-4; and
6. The signed addenda, if any.

All portions of the sealed bid must be completed on forms provided by the District (except for the cashier's checks for the Earnest Money and the Independent Consideration). Please write the request number (24.09) in the memo section or elsewhere on the cashier's checks.

Please type or print in the blanks below all applicable information. If the information is not applicable, please indicate by placing N/A in the blank. Additional sheets may be added as necessary to provide complete information. Please be sure to fill out this form completely.

A. Prospective Purchaser's General Information

The prospective purchaser must be a person or legal entity in existence on the date of submission of the sealed bid. The name of the prospective purchaser in this Sealed Bid Form must be the same as the name of the prospective purchaser in the Letter of Intent (Exhibit B) and any additional documents that form the sealed bid. The following information must be provided:

Name of Prospective Purchaser:
Address:
Type of Organization (Individual, Partnership, Corporation, Association):

B. Contact Information for Prospective Purchaser's Principal or Authorized Representative

Name and Title:
Address:
City/State/Zip:
Phone No:
Fax No:
Email Address:

C. Bank Reference

Bank Name:
Address:
Phone:
Contact:

D. Personal/Business References

Instructions: Provide at a minimum three (3) references that can verify your financial stability and capability to enter into a purchase of the magnitude and nature as required by this request. A prospective purchaser may, but is not required to, provide additional references.

Name	Address	Contact Information (Email/Phone Number)

1._____

2._____

3._____

E. Prospective Purchaser's offered price for the Property ("Purchase Price" in the Letter of Intent)

$_____

F. Use to which the Prospective Purchaser intends to put the Property

_____

G. Letter of Intent

Attached as Exhibit B is the form of the Letter of Intent ("LOI") that is part of the sealed bid and will comprise the prospective purchaser's offer to purchase the Property. The LOI must be completed and signed by an authorized representative of the prospective purchaser and submitted to the District as part of the sealed bid.

Any proposed changes or exceptions to the terms of this request or the form of the LOI, which will be considered in the sealed bid evaluation and award process, must be noted here (no changes or exceptions will be considered after the sealed bid has been submitted):

_____
_____
_____
_____

H. Representations and Certifications – Sealed Bid Certification

The person signing and making the verification below affirms that he or she is duly authorized to execute this sealed bid on behalf of the prospective purchaser; that this company, corporation, firm, partnership, or individual has not prepared this sealed bid in collusion with any other person, firm, or entity making or considering making a sealed bid to the District for this or any future District solicitations; and that the prospective purchaser has not communicated about or discussed the contents of this sealed bid with any employee, trustee, or agent of the District other than Ms. Kristin Gentry, Purchasing Director.

Prospective Purchaser:
Address:
City/State/Zip:
Phone No:
Fax No:
Email Address:
Typed Name:
Date:

REQUEST FOR SEALED BIDS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
BID NOTICE 24.09 – SALE OF BEAUMONT ISD REAL PROPERTY

I. Verification by Prospective Purchaser

State of _____ §
§
County of _____ §

The undersigned, being first duly sworn on oath, states as follows:

The information submitted herein is true and correct. I represent that if this sealed bid is accepted, as of the date of closing on the purchase of the Property, I will have conducted all due diligence and investigations I deem necessary or advisable and will have inspected the Property on which this sealed bid is submitted to the extent I deem material. I further represent and warrant that I have read and understand the complete Request for Sealed Bids (24.09), Sale of Beaumont ISD Surplus Real Property – 6.007 Acre Parcel of Land, including all attached documents; that I have asked any relevant questions that I would need to have answered before making a decision to purchase the Property; that I accept title to the Property "AS IS," "WHERE IS," and with all faults, without any representation, warranty, covenant, or guarantee from the District, except for the limited warranty of title to the land set forth in the special warranty deed delivered by the District at closing. I further acknowledge that I am a knowledgeable buyer of real property, that I have been advised to and understand that I have a right to have an attorney review this request for sealed bids, including this document and the Letter of Intent. I further represent that I am not relying upon any representation, warranty, covenant, statement, guarantee, or other assertion of the Beaumont Independent School District, or any trustee, agent, consultant, representative, or employee of the District. Further, I represent that I am legally authorized to sign this sealed bid on behalf of the prospective purchaser and have the authority to sign any other documents relating to the purchase and sale of this Property and bind the prospective purchaser to the terms thereof. The foregoing representations and all material terms and conditions of Request for Sealed Bids (24.09) Sale of Beaumont ISD Surplus Real Property – 6.007 Acre Parcel of Land, shall survive the award, if any, to the undersigned prospective purchaser and execution of the Agreement.

NAME OF PROSPECTIVE PURCHASER: _____

By: _____Date: _____
(Signature)

Printed Name: _____
Title: _____

Sworn to and subscribed before me on this ___ day of _____, 2023, by _____.

_____
(Notary)

_____
(Commission expires)

ATTACHMENT 2

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

NOTE: When completing this Questionnaire, please be certain to answer each and every question; check the applicable boxes; and indicate "Not Applicable" if and where appropriate. Please sign and date.

REQUEST FOR SEALED BIDS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
BID NOTICE 24.09 – SALE OF BEAUMONT ISD REAL PROPERTY

ATTACHMENT 3

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

Prospective Purchaser's Name: _____

Authorized Company Official's Name (Printed): _____

A. Prospective purchaser is a publicly-held corporation. Therefore, this reporting requirement is not applicable.

Yes **No**

B. Prospective purchaser is not owned or operated by anyone who has been convicted of a felony:

Yes **No**

C. Prospective purchaser is owned or operated by the following individual(s) who has/have been convicted of a felony:

Yes **No**

Name of Felon(s):

_____

Details of Conviction(s):

_____

I, the undersigned agent for the prospective purchaser named above, certify that I have reviewed the information concerning notification of felony convictions and the foregoing information is true and correct to the best of my knowledge.

Signature of Company Official: **Date:**

_____ _____

NOTE: When completing this Questionnaire, please be certain to answer each and every question; check the applicable boxes; and indicate "Not Applicable" if and where appropriate. Please sign and date.

ATTACHMENT 4

NON-COLLUSION AFFIDAVIT

By submission of this sealed bid, the undersigned certifies that:

A. This sealed bid has been independently arrived at without collusion with any other prospective purchaser or with any other competitor;

B. This sealed bid has not been knowingly disclosed and will not be knowingly disclosed, to any other prospective purchaser or competitor or potential competitor, prior to the opening of the sealed bids for this solicitation.

C. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a sealed bid.

D. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the prospective purchaser as well as to any other person signing on the prospective purchaser's behalf.

_____ _____
Authorized Agent (Print Name) Date

_____
Signature

_____
Prospective Purchaser Name

_____
Prospective Purchaser Address

Sworn to and subscribed before me on this ___ day of _____, 2023, by _____.

_____
(Notary)

_____
(Commission expires)

ATTACHMENT 5

FORM 1295 INSTRUCTIONS

The District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits the District from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. As a business entity, *the prospective purchaser selected for contract award, if any,* must complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The prospective purchaser must complete Form 1295, even if no interested parties exist. After completing the Form 1295, the prospective purchaser should print a copy of the completed form (making sure that it has a computer-generated certification number in the "Office Use Only" box), have an authorized agent of the business entity sign the form, and submit the completed Form 1295 to the District's Purchasing Department. The District must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by the District. After the District acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from the District.

NOTE: PROSPECTIVE PURCHASERS ARE NOT REQUIRED TO SUBMIT A COMPLETED FORM 1295 WITH THEIR SEALED BIDS. THE DISTRICT WILL NOTIFY THE PROSPECTIVE PURCHASER SELECTED FOR CONTRACT AWARD, IF ANY, REGARDING SUBMISSION OF THE COMPLETED FORM 1295 AT THE APPROPRIATE TIME, AS FURTHER DETAILED IN THIS REQUEST.