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INTRODUCTION

This Request for Proposals/Request for Bids is for the sale of real property currently owned by Carroll Independent School District (the "District"), which property is more fully described herein (the "Property").

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NOTICE OF REQUEST FOR PROPOSALS FOR THE SALE OF REAL PROPERTY

The Board of Trustees of the Carroll Independent School District (the "District") hereby serves notice that it will accept sealed bids for sale of the surface only of the Property (described above).

Bids are solicited on the basis of purchase of the Property located at 801 Shady Oaks Dr., Southlake, TX 76092 (approximately 40 acres)

Bids will be received until:

2:00 P.M., Friday, August 28, 2026.

Mailing & Physical address: Carroll Independent School District
Attn: Purchasing
2400 North Carroll Avenue
Southlake, Texas 76092

Bid envelopes must be plainly marked on the outside as follows:

BID – DO NOT OPEN
PURCHASE OF REAL PROPERTY
RFP No. 26-08-04-01
OPEN AT 2:00 PM, August 28, 2026

All bids received at or prior to such time will be opened. Bidder agrees that the bid shall remain open and subject to acceptance by the District for a period of ninety (90) calendar days from the bid date. The Board of Trustees plans to take action on bids at a scheduled Board meeting after the bid opening. The District reserves the right to accept any bid, to reject any and all bids and to waive any informality in bids received. Bids received after the deadline or faxed bids will not be considered

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NOTICE TO BIDDER

The real property described herein is being sold "AS IS AND WHERE IS", with any and all latent and patent defects and faults, and there is no warranty by the District that the property is fit for a particular purpose. In addition, the property is being sold subject to the conditions, exceptions

and reservations contained in the Bid Package and exhibits thereto. The property may contain environmental conditions or hazards and the Buyer will be required to assume all duties, costs, and risks of abatement of such conditions.

BIDS MUST BE SUBMITTED ON THE BID FORM INCLUDED IN THIS BID PACKAGE. THIS BID PACKAGE CONTAINS REQUIRED BID TERMS AND DESCRIPTIVE INFORMATION ABOUT THE PROPERTY. BIDS NOT MADE AS SET FORTH BY THE BID PACKAGE MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

Bidder agrees, if a bid is accepted/approved by the District's Board of Trustees, to enter the Real Estate Sales Contract within seven (7) calendar days of written notice of acceptance. Bidder's failure to execute the Real Estate Sales Contract within such seven (7) day period is deemed a default by bidder, bidder will forfeit \$5,000 of the earnest money, and the District will have no obligation to the bidder.

Title company selection is at the discretion of the bidder.

After execution of the Real Estate Sales Contract by the bidder, if the bidder terminates the contract pursuant to any right to terminate contained in the Contract, except upon Seller's default, bidder will forfeit \$5,000 of the earnest money, and the District will have no obligation to the bidder. However, if the bidder defaults under the contract, the District will be entitled to retain the full amount of the earnest money.

If the selected bidder fails to enter the Contract, or if the conveyance does not occur for any reason, the District reserves the right to select another bidder responsive to this Request for Bids.

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PROPERTY DESCRIPTION

SEE ATTACHMENTS TAB FOR PHOTOS OR DIAGRAMS OF THE PROPERTY

MLS # 21333010

DESCRIPTION: The property is approximately 40 acres and includes a 132,000 square foot building structure known as Durham Intermediate School.

LOCATION: 801 Shady Oaks Dr., Southlake, Texas 76092.

OTHER CONDITIONS OF PROPERTY

A. Platting or re-platting of the property may be required for use.

B. The structure on the property is an intermediate school currently in use.

C. The assessor parcel number(s) is: 06878504 & 07215956

D. Review survey for any easements or encumbrances.

E. The District specifically reserves, excepts and retains Mineral Rights. For purposes of the conveyance, "Mineral Rights" include, whether on, in or under the premises, all of the following minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, the District hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of conveyance.

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PROPERTY HISTORY

The Property located at 801 Shady Oaks, Southlake, TX is land totaling approximately 40 acres and a 132,000 square foot structure (campus) built in 1992.

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OTHER INFORMATION

The District believes the information included in this Request for Proposals is materially accurate, however, the District does not warrant this information to be free from errors or omissions. Proposers are encouraged to inspect the property prior to submitting a proposal. The District reserves the right to perform a best and final offer ("BAFO") process.

In addition to completing the Conflicts of Interest form contained herein, all proposers must comply with the conflicts of interest requirements specified in Texas Govt. Code Sections 2267.005, 2267.0051, and 2267.052.

The District's constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any Interim Agreement or Comprehensive Agreement. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into any Qualifying Projects. Without limiting the foregoing, the successful proposer shall be required to design and construct the Qualifying Project (if applicable) in accordance with procedures that do not materially conflict with those specified in Section 2269 of the Texas Government Code (Contracting and Delivery Procedures for Construction Projects).

Except as otherwise expressly set forth in an applicable Interim or Comprehensive Agreement, in no event will any Qualified Project be undertaken as a partnership relationship between the District and the successful proposer. The District contemplates and intends that the relationship between the District and the successful proposer be exclusively one of independent contractors.

PROPERTY INSPECTION/SITE VISIT

Inspection of the Property will be conducted by appointment only:

Contact:

Realtor, Roxann Taylor

Mobile: 817-312-7100

Email: roxann.taylor@evrealestate.com

Lanny Mooney

Mobile: 817-412-8900

Office 817-949-8245

Email: lanny.mooney@southlakecarroll.edu

The real property described herein is being sold "AS IS AND WHERE IS", with any and all latent and patent defects and faults, and there is no warranty by the District that the property is fit for a particular purpose. In addition, the property is being sold subject to the conditions, exceptions and reservations contained in the Bid Package and exhibits thereto. The property may contain environmental conditions or hazards and the Buyer will be required to assume all duties, costs, and risks of abatement of such conditions.

BIDS MUST BE SUBMITTED ON THE BID FORM INCLUDED IN THIS BID PACKAGE. THIS BID PACKAGE CONTAINS REQUIRED BID TERMS AND DESCRIPTIVE INFORMATION ABOUT THE PROPERTY. BIDS NOT MADE AS SET FORTH BY THE BID PACKAGE MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

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After execution of the Real Estate Sales Contract by the bidder, if the bidder terminates the contract pursuant to any right to terminate contained in the Contract, except upon Seller's default, bidder will forfeit \$5,000 of the earnest money, and the District will have no obligation to the bidder. However, if the bidder defaults under the contract, the District will be entitled to retain the full amount of the earnest money.

If the selected bidder fails to enter the Contract, or if the conveyance does not occur for any reason, the District reserves the right to select another bidder responsive to this Request for Bids.

INSTRUCTIONS TO BIDDERS

1. **SEALED BID:** The District will accept sealed bids for sale of the Property. The District will determine in its sole and absolute discretion whether to sell the Property or reject all bids. The sealed bid may include, as full or partial consideration for the sale, other real property located within the boundaries of the Carroll Independent School District that is offered in exchange for the District's property. The bidder may include: (1) only a bid amount (with and/or without a deed restriction); (2) a bid amount (with or without a deed restriction) as well as other real property offered in exchange; or (3) only other real property offered in exchange for the District's property.

2. **DEED RESTRICTION/PUBLIC PURPOSE:** The District seeks bids with and/or without a deed restriction that would restrict the property to be used for a public purpose that benefits the District. Such public purpose may include, but is not limited to, residential development of the property that would serve to increase enrollment in the District. The deed restriction, if applicable, would be subject to a reversionary clause requiring that the Buyer develop the property in a manner that benefits the school district and on a timetable established by Carroll ISD or the ownership of the property automatically reverts back to Carroll ISD. In the event of such reverter, Carroll ISD will repay the purchase price to Buyer (less expenses, costs, and attorney fees associated with the original sale and the reverter) and Carroll ISD may file a notice in the Official Public Records of Tarrant County, Texas declaring that Buyer has failed or refused to complete its development obligations.

3. **REAL ESTATE SALES CONTRACT:** A Real Estate Sales Contract and related documents are included in this Bid Package as Attachment A. The District will consider proposed changes to the form of the Real Estate Sales Contract submitted in writing with the bid; however, the District reserves the right to reject any proposed changes. In the event the District accepts the exchange of property from the bidder as full or partial consideration for the District's property, the Real Estate Sales Contract will be appropriately modified to reflect such exchange.

4. **SPECIAL WARRANTY DEED:** A draft copy of the Special Warranty Deed is included in this Bid Package as Exhibit E to the Real Estate Sales Contract. The District will consider proposed changes to the form of Deed submitted in writing with the bid; however, the District reserves the right to reject any proposed changes.

5. **EARNEST MONEY & FINANCIAL INFORMATION:** The Bid must be accompanied by a money order or cashier's check in the amount of \$200,000, payable to the Baker Firm/Fidelity National Title (located in Southlake, TX). (Cash is NOT acceptable). The Bid must also include the financial information as requested in the enclosed form.

6. TIME FRAME FOR CLOSING: Bids will be presented to the Board of Trustees for acceptance at a Board meeting after bids are opened. Closing should occur as provided in the Real Estate Sales Contract.

7. BID DOCUMENTS: A complete bid response should include:

- The Purchase/Sale Agreement, properly completed, and
- Earnest Money, in the form of a money order or cashier's check, in the amount set out in paragraph 5 above. (Cash is NOT acceptable).
- Conflict of Interest Questionnaire.
- Form W-9

8. WITHDRAWAL OF BIDS: Bidder may request permission to withdraw a bid prior to the actual time for bid opening. Such request must be made in person or in writing at the same location designated to receive the bid. The District will return the bids submitted in paper format unopened at that time.

9. DISCLOSURE OF INTERESTED PARTIES (FORM 1295): If Respondent's proposal or bid is selected by the District, Respondent will also be required to submit a Disclosure of Interested Parties (Form 1295). Texas Government Code, Section 2252.908 requires that a "business entity" entering into an agreement with the District to submit, a Disclosure of Interested Parties Form, using the form and procedure established by the Texas Ethics Commission. The form requires disclosure of any "interested party" to the agreement of which the contracting entity is aware, and execution by an authorized agent of the business entity. Form 1295, the form promulgated by and available from the Texas Ethics Commission must be submitted electronically by a covered business entity at the same time the business entity submits the signed agreement to the District in compliance with the Ethics Commission's rules. The form and the process for filing can be found at the Texas Ethics Commission website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Should you be the successful proposer/bidder, you are encouraged to contact your own legal counsel with any questions you may have about the requirement or the process.

11. OTHER INFORMATION: Other conditions of sale for each property are contained within. The District believes the information included in this Bid Package is materially accurate, however, the District does not warrant this information to be free from errors or omissions. Bidders are encouraged to inspect the premises prior to placing a bid.

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PURCHASE/SALE AGREEMENT

SEE ATTACHMENTS TAB FOR PURCHASE/SALE AGREEMENT. PRINT, COMPLETE AND SIGN. IF SUBMITTING AN ELECTRONIC PROPOSAL, THE SIGNED FORM MUST BE SUBMITTED IN THE RESPONSE ATTACHMENTS TAB.

IMPORTANT: A bid, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, bidder agrees to strictly abide by the terms and conditions contained in this Bid Package and exhibits thereto. All information submitted by the bidder is true and correct. The District, or any authorized representative of the District, is authorized by the undersigned to contact any firm, institution, or person to obtain information about our financial condition, and any other information which the District might determine as being desirable.

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FELONY CONVICTION NOTIFICATION

Texas Education Code, 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 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.

Please select the statement that applies to your company regarding the Felony Conviction Notification. (Section 44.034 (c) states that this section does not apply to a publicly held corporation."

[Please Select]

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FELONY CONVICTION

If your company is owned/or operated by a convicted felon, please provide the name(s) of the convicted person(s) and the details of the conviction (s). If not applicable please enter N/A
Maximum 1000 characters allowed

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PRIMARY BUSINESS LOCATION

Please indicate the State in which your primary business office is located.
Maximum 1000 characters allowed

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SPECIFIC DEVIATIONS

If the Proposer intends to deviate from the specifications, all such deviations must be listed under each line item. CISD shall be the sole judge to determine if deviations are acceptable.
Maximum 4000 characters allowed

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NON-COLLUSION STATEMENT

The Proposer affirms that they are duly authorized to execute this contract and that his or her company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and the contents of this proposal, as to prices or general terms and

conditions, have not be communicated by Proposer nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

I agree

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DEBARMENT

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub recipients must certify that the organization and it's principals are not suspended or debarred. The Proposer affirms that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule

I agree

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W-9 FORM

Vendors must attach a current, signed W9 in the Response Attachments tab.

Printed/Completed W-9 form has been attached

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SPECIAL CONDITIONS

Proposer is to list in detail below or on a separate attachment, any addition or special conditions of the offer stated above. CISD, at its sole discretion, may determine the value or effects of such Special Conditions stated below and the determination of such value on the overall offer of the Proposer.