
Texoma Community Center

Local Mental Health Authority & Local Intellectual and Developmental Disability Authority

Cooke ❧ *Fannin* ❧ *Grayson*

REQUEST FOR OFFERS

TEXOMA COMMUNITY CENTER, a Community Center and an Agency of the State of Texas, with offices at 315 W. McLain, Sherman, Texas 75092, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. Vernon 1992), as amended, (the “Agency” or “TCC” or “Offeror”) (f/k/a Texoma Mental Health Mental Retardation) will be accepting responses to a Request for Offers (RFO) for the following service:

Texoma Community Center (TCC), is seeking competitive offers from a HHSC licensed ICF entity for two (2) residential (one male and one female Alternate Living Facility (ALF)) Intermediate Care Facilities (ICF) located in Denison Texas.

Overview of Program:

Intermediate Care Facilities for Individuals with an Intellectual Disability or Related Conditions (ICF/IID) program provides residential and habilitation services to people with intellectual disabilities or a related condition.

TCC’s ICF program has two homes for sale. Both homes have a ten (10) bed capacity. Home details include:

ALF#1 – 1110 S. Mirick, Denison, TX 75020 - 3640 square feet on .3444 acres with four (4) beds and two (2) baths as legally described in Exhibit “A” attached hereto and incorporated herein as if fully set out.

ALF #2 – 1217 Desvoignes Rd., Denison, TX 75021- 2525 square feet on 3.05 acres with four (4) beds and two (2) baths as legally described in Exhibit “B” attached hereto and incorporated herein as if stated herein.

Life safety improvements that meet all TAC requirements as stated hereinabove must be included in offer(s) for **both** homes. All offers must meet or exceed the appraised value.

The following requirements must be included or addressed in any offer:

1. Respondent must commit to keep the current residents together in their respective ICF home and ensure a seamless transition for the individuals and their families as ownership changes. Respondent must submit a management plan or statement that conveys Respondent’s intent for the home and ability to maintain the home as an ICF facility in accordance with current legal regulations. The information will be provided to the families of the individuals impacted prior to an acceptance of an offer;

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2. Respondent must provide a current copy of HHSC ICF licensure with offer or proof that licensure can be achieved within 45 days of offer being accepted.
3. Respondent must be willing to close within 45 days of offer being accepted and there shall be no financing contingencies related to the purchase of the Property.
4. **Contract and Earnest Money Deposit:** An earnest money contract must be entered into by TCC and Respondent within 15 days after the Offer has been accepted by TCC and notice of acceptance is given to Respondent. Within three days after execution of the Contract by Respondent and TCC, Respondent shall deposit the amount of **\$20,000.00** with the Title Company as the Earnest Money under the Contract.
5. **Title Company:** The Title Company for this sale will be:
6. Title Company Name, address and assigned Title Agent.

Red River Title Company

421 N. Crockett St.

Sherman, Texas 75090

Attn: Doris Caston

7. **Survey and Verifications:** TCC will not provide a survey. If a new survey is required by Respondent, Respondent's lender or the Title Company, Respondent shall provide a new survey at Respondent's expense at least ten days prior to closing. Respondent shall provide TCC and the Title Company with a copy of any such new survey.
8. **RFO Timeline:** RFO Distribution: July 1, 2020
Deadline for Sealed Bids Due: July 31, 2020 at 10:00am
9. **Title Commitment and Title Policy:** The contract will provide that TCC at TCC's cost and expense, shall provide Respondent with an owner policy of title Insurance in the amount of the sales price (the "Title Policy"), specifically excluding, however, the additional premium for the modification of the "survey exception" and/or any endorsements to the Title Policy requested by Respondent, and further excluding the cost of any lender policy of title insurance issued to Respondent's lender, all of which shall be Respondent's expense.
10. **Review Period:** Respondent shall be allowed a period of 5 days after receipt of the Title Commitment and survey (if obtained) to make written objections to matters affecting title. However, TCC shall have the option but not the obligation to cure or otherwise remove any encumbrances to title or to satisfy any of Respondent's title objections.
11. **Feasibility Period:** To allow Respondent sufficient time to perform the necessary studies, inspections, and assessments related to the Property, TCC shall grant to Respondent a period of 14 days from the effective date of the Contract to conduct such studies, inspections, and assessments (however, notwithstanding anything herein to the contrary, Respondent shall not

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be permitted to perform any invasive testing of any of the Property (including, without limitation, Phase II environmental testing), without specific additional written authorization from TCC, which authorization may be withheld in the exercise of TCC's sole discretion). If prior to the expiration of the Feasibility Period the Respondent elects to terminate the Contract for any reason, the Respondent would receive a full refund of the Earnest Money Deposit, less independent consideration of **\$5,000.00** for such option.

12. **Closing and Closing Costs:** Closing of the transaction would take place 30 days after expiration of the Feasibility Period, unless otherwise agreed to by the Parties. Title to the Property shall be conveyed to Respondent via special warranty deed at Closing. TCC will pay the fees of any counsel representing it in connection with the transaction, the basic premium for the Title Policy, the fee for preparation of the Special Warranty Deed and ½ of any escrow fees charged by the Title Company in connection with the transaction. Respondent shall pay the fees of any counsel representing it in connection with the transaction, the additional premiums charged by the Title Company in connection with the modification of the "survey exception" and/or any endorsements to the Title Policy requested by Respondent and the cost of any lender policy of title insurance issued to Respondent's lender, the fees to record the deed and any other instruments used to convey the Property from TCC to Respondent, and ½ of any escrow fees charged by the Title Company in connection with the transaction. Real property taxes and assessments concerning the Property shall not be prorated for the year of Closing, and Respondent shall assume the payment of all such taxes for the year of Closing and for subsequent years, provided that TCC shall be liable for any unpaid real property taxes and assessments for calendar years prior to the date of Closing. However, if because of the sale or the change of use of the Property, or any part thereof, after the Closing, additional taxes are or shall be imposed by any taxing authorities with respect to any period, whether prior to or after the Closing (including, without limitation, any so-called "rollback" taxes), Respondent, or its successors, shall be solely responsible for, and shall pay such additional taxes when they become due and payable, and TCC shall have no liability or responsibility for such additional taxes.
13. This Request for Offer is not intended to constitute a binding agreement of the parties with respect to the purchase and sale of the Property. Offeror nor any of its affiliates intends to be (and shall not be) legally bound, nor shall this Notice create any obligation of any nature between Offeror and Respondent, unless and until a binding, definitive, written Contract has been negotiated, executed and delivered by both parties, and in no event will any discussions, negotiations, or other communications between the parties regarding this Notice or the terms contained herein rise to the level of an oral or written agreement. No course of conduct, act, or failure to act relating to the activities referred to in this Notice or to any negotiation of the terms of a transaction and/or proposal will give rise to or serve as the basis for any obligation or liability on the part of the parties or any of their affiliates.

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14. TCC informs all parties that the terms and conditions of any Contract to be entered into pursuant to this Request for Offer shall include, among others, the following terms and conditions:

THIS SALE SHALL BE AN “AS-IS WHERE-IS” SALE, AND TCC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY (INCLUDING THE LAND OR ANY IMPROVEMENTS THEREON), INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL CONDITIONS. IN THE CONTRACT, RESPONDENT WILL WAIVE ANY AND ALL WARRANTIES EXPRESS OR IMPLIED, AND THE CONTRACT WILL CONTAIN A MORE EXPANSIVE AND DETAILED PROVISION REGARDING THE MATTERS REFERENCED IN THIS SECTION. WITHOUT LIMITING THE FOREGOING, THE CONTRACT SHALL CONTAIN PROVISIONS WHEREBY RESPONDENT UNCONDITIONALLY RELEASES TCC FROM ANY AND ALL LIABILITY OR OBLIGATION ARISING OUT OF THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL OR ENVIRONMENTAL CONDITION THEREOF, THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, AND OTHER SIMILAR MATTERS.

THE SALE SHALL BE SUBJECT TO ALL MATTERS OF RECORD, ALL MATTERS A SURVEY OF THE PROPERTY WOULD REVEAL, AND OTHER EXCEPTIONS IDENTIFIED IN THE TITLE COMMITMENT, AS THE SAME MAY BE UPDATED PRIOR TO THE CLOSING OF THE SALE.