

BID PACKAGE

**FOR THE
SALE OF MOVABLE RESIDENCE LOCATED IN MEDINA COUNTY, TEXAS
AS MORE FULLY DESCRIBED IN EXHIBIT "A"
ATTACHED HERETO**

Medina County Hospital District
3100 Ave. E
Hondo, Texas 78861

Date: November 21, 2022

BID INSTRUCTIONS

I.

INTRODUCTION

Medina County Hospital District (the "District") owns the moveable residence (the "Building") located at 607 30th Street, Hondo, Texas, 78861.

The District, pursuant to TEXAS HEALTH AND SAFETY CODE SECTION 285.901 AND TEXAS LOCAL GOVERNMENT CODE SECTION 263.152, desires to sell the Building and is accepting sealed bids for the purchase of the Building. The District has the right to reject any and all bids. In addition, the District reserves the right to reject any and all bids which do not comply with the specifications contained herein.

II.

DEFINITIONS

- 2.1 "*Bid*" means a complete, properly signed firm offer submitted by the Bidder in accordance with this Bid Package.
- 2.2 "*Bidder*" means a person or entity who submits a Bid in response to this Bid Package.
- 2.3 "*Bid Form*" means the form attached to this Bid Package as Exhibit "B".
- 2.4 "*Bid Package*" means and refers to this document, together with the attachments thereto, and the Notice.
- 2.5 "*Notice*" means that Legal Notice which refers to the sale of the Building and this Bid Package and which was or will be printed in the Hondo Anvil Herald on at least two separate dates. A copy of the Notice is attached hereto as Exhibit "C".
- 2.6 "*Bid Documents*" means and includes the Notice, this Bid Package including attachments, and any Addenda issued by the District prior to the opening of any Bids.
- 2.7 "*Successful Bidder*" means the responsible Bidder who, in the District 's sole opinion, submits the best Bid and to whom the District intends to award the Bid.
- 2.8 "*Addenda*" means any written or graphic instruments issued by the District prior to the opening of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

III.

SUBMISSION OF BIDS

- 3.1 Rules for the Submission of a Bid.
 - A. Format of Bid.

1. All Bids must be submitted on the Bid Form or copy thereof.
2. All Bids shall be typewritten or neatly printed in blue or black ink.
3. All sums written in by the Bidder on the Bid Form shall be expressed in both words and figures; in the case of a discrepancy between the two, the amount expressed in words shall govern.
4. Any interlineation, correction, erasure, or other addition or alteration of the typed or printed Bid must be initialed by the signer(s) of the Bid.
5. Each Bid shall include the legal name of the Bidder. Each Bid shall also include the name, address, phone number, fax number and email address of a contact person for the Bidder, who is authorized to represent the Bidder in connection with the Bid Documents.
6. Each Bid shall be signed in ink by the person or persons legally authorized to bind the Bidder.

B. Identification of Bid.

The sealed envelope containing the Bid should be clearly identified with the following information legibly provided on its face:

Name of Bidder
Address
Telephone number
Name of person/agent to contact if Bidder is an entity

C. Delivery of Sealed Bids.

1. **THE DEADLINE FOR THE SUBMISSION OF BIDS IS DECEMBER 6TH, 2022, AT 12:00 P.M. (CENTRAL TIME). BIDS NOT TIMELY SUBMITTED WILL BE RETURNED UNOPENED. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE TIMELY SUBMISSION. THE DISTRICT WILL NOT BE RESPONSIBLE FOR LATE RECEIPT OF ANY BID, REGARDLESS OF THE MANNER OF DELIVERY CHOSEN BY BIDDER, NOR SHALL FAILURE OF SUCH DELIVERY BY THIRD PARTIES CONSTITUTE EXCUSE.**
2. Sealed Bids must be hand delivered or mailed to Medina County Hospital District; Administrative Office.

If hand delivered, please deliver to:

Medina County Hospital District, 3100 Avenue E, Hondo, Texas 78861; Attn: Janice Simons.

If mailed, please mail to:

Medina County Hospital District, 3100 Avenue E, Hondo, Texas 78861; Attn: Janice Simons.

3.3 Bidding Documents.

- A. Bidders may obtain complete sets of the Bid Documents from: Medina County Hospital District, 3100 Ave. E, Hondo, Texas 78861; Attn: Randi Davis or via email by request to John Giacomino at JGiacomino@medinahospital.net.
- B. Bidders shall use complete sets of Bid Documents in preparing Bids. The District assumes no responsibility for any errors or misinterpretations which result from the use of incomplete sets of Bid Documents.

3.4 Modification or Withdrawal of Bids.

- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the time period stipulated in Article VI hereof following the deadline for the submission of Bids.
- B. Prior to the deadline for the submission of Bids, any Bids submitted may be modified or withdrawn by notice to the District at the place designated for the receipt of Bids. Such notice shall be in writing signed by the Bidder or its agent, or by facsimile transmission; if by facsimile transmission, written confirmation signed by the Bidder shall be mailed by the Bidder to the District, must be postmarked on or before the deadline for the submission of Bids, and must be worded so as not to reveal the dollar amount of the original Bid.
- C. Withdrawn Bids may be resubmitted, with or without modification, up to the deadline for the submission of Bids, provided that they are then resubmitted fully in conformance with these instructions.

3.5 Bidder's Representations.

- A. Each Bidder by making a Bid makes the following representations:
 - 1. The Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
 - 2. The Bid constitutes a firm offer to purchase the Building on the terms stated in the Bid Documents.

IV.

TERMS OF SALE

4.1 The District 's Obligation to Sell Building.

- A. The District will not be obligated to sell the Building, until and unless all of the following have occurred:

1. The District, acting through its Board of Directors and/or Chief Executive Officer, accepts a Bid, and authorizes the Purchase with the successful Bidder.

4.2 General Terms of Sale.

- A. The bid price shall be a fixed sum, payable in full in U.S. dollars, in a lump sum in cash or cashier's check at closing of sale.
- B. All defects and flaws with the Building will be the purchaser's responsibility once purchased by purchaser. Purchaser should be aware that they are purchasing a used Building "as is" and with **No warranty or Guarantee Whatsoever, either express or implied.** The District has made a diligent attempt to supply the purchaser with a general description of the Building and does not guarantee the accuracy of the information supplied. The District recommends Bidders to thoroughly inspect the Building prior to bidding.
- C. The Building will be transferred pursuant to a "Bill of Sale" attached as Exhibit D. Bidder will have 60 days to move, at its sole cost and expense, the Building from the District's property. Bidder shall be liable to District for any damage caused to the District's real property by the removal of the Building.

VI.

EVALUATION OF BIDS

- 6.1 The District will evaluate the Bids and determine which Bid, if any, to accept. The evaluation will depend upon various factors, including but not limited to: the price offered and property cleanup. The District reserves the right to evaluate Bids for up to sixty (60) days following the deadline for the submission of Bids.

VII.

BID ACCEPTANCE AND AWARD

7.1 Right to Reject Any and All Bids.

- A. The District reserves the right to reject any and all Bids for any reason.
- B. The District shall have the right to waive any formality or any irregularity in any Bid(s) received, and to accept the Bid which, in the District 's sole judgment, is in the District 's own best interest.

7.2 Execution of Purchase.

Upon acceptance of a Bidder's Bid by the District, Bidder agrees to make payment payable in full in U.S. dollars, in a lump sum in cash or cashier's check at closing of sale for the Building. Bidder will have 90 Calendar Days to move, at its sole cost and expense, the Building from the District's property. Bidder shall be liable to District for any damage caused to the District's real property by the removal.

List of Exhibits and Attachments:

Exhibit "A" Building Description

Exhibit "B" Bid Form

Exhibit "C" Public Notice

Exhibit "D" Bill of Sale

EXHIBIT A

Building Description

Approximately 1500 square foot residential structure.

Structure consists of:

- 1 Living Room
- 1 Kitchen
- 3 Bedrooms
- 1 Full Bathroom
- 1 Half Bathroom
- 1 Small Den
- 2 Car Garage
- 1 Laundry / Storage Room
- 1 Additional Parking Structure (Carport)

Built in 1957

New Roof and Windows in 2021

New Parking Structure (Carport) in 2021

Central Heating and Cooling (approximately 3 years old)

Hardwood Floors

Pier and Beam Foundation Under Main House, Garage and Laundry Room are on Cement Slab

EXHIBIT B
Bid Form

THE BUILDING WILL BE SOLD AS IS, NO WARRANTY AND BE REMOVED BY PURCHASER.

1. Bidder:

a. Full legal name of Person bidding:

b. Name, address, phone numbers and email address:

2. Bid Price:

a. The purchase price bid is _____
(\$_____), to be paid by Bidder **IN CASH OR CASHIER'S CHECK** as full
payment for the Building.

**EXHIBIT “C”
Public Notice**

Public Notice of Sealed Bid Sale

Medina County Hospital District (“Seller”) will be conducting a sealed bid sale of a moveable residence (the “Building”) located at 607 30th Street, Hondo, Texas, 78861.

The Building will be open for viewing during the following dates/times:

Tuesday, November 29th from 11:00 a.m. to 1:00 p.m.

Thursday, December 1st from 11:00 a.m. to 1:00 p.m.

Monday, December 5th from 11:00 a.m. to 1:00 p.m.

The bids will be opened on Wednesday, December 7th in the administrative offices of Medina County Hospital District, at 4:30 p.m. Seller reserves the right to reject any and all bids.

The successful bidder shall take the Building under the express understanding that it is being sold “as is” and there are no express or implied warranties or guarantees regarding the Building. Purchaser will be required to pay for all costs incurred in connection with removal of the Building.

Interested persons may obtain copies of the bid package, including instructions, requirements, and bid form at: <https://www.medinahospital.net/about-us/projects/> or by emailing John Giacomino, Facilities Director, at JGiacomino@medinahospital.net. Sealed bids submitted after 12:00 p.m. on Tuesday, December 6th will not be considered.

EXHIBIT "D"
Bill of Sale

BILL OF SALE

Date: _____, 2022

Seller: Medina County Hospital District

Seller's Mailing Address: 3100 Ave. E, Hondo, Texas 78861

Buyer: _____

Buyer's Mailing Address: _____

Consideration: _____ AND NO/100 DOLLARS (\$_____)

Property: The Building (Contents not included) as shown on Exhibit "A."

Seller, for the Consideration, sells, transfers, and delivers the Property to Buyer. As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS" and that there are no representations, disclosures, or express or implied warranties. Buyer has not relied on any information other than Buyer's inspection and the representations and warranties expressly contained in the Bill of Sale. Buyer accepts full responsibility for the Property, removal of the Property, damages, and any third-party liability incurred by Seller from Buyer's dismantling, moving, removal and use of the Property. Buyer agrees that Seller shall not be responsible or liable to Buyer for any defects, errors or omissions, or on account of any conditions affecting the Property or Buyer's dismantling and removal of the Property. Buyer, its agents, successors and assigns, and anyone claiming by, through or under Buyer, hereby fully releases Seller, its employees, contractors, and directors from, and irrevocably waives its right to maintain, any and all claims and causes of action that it or they may now have or hereafter acquire against Seller, its employees, contractors, and directors with respect to any and all losses arising from or related to any defects, errors, omissions or other conditions affecting the Property, including any claims or causes of action related to Buyer's or Buyer's agents' dismantling and removal of the Property.

SELLER:
Medina County Hospital District

By: Janice Simons, CEO

BUYER:

Printed Name:_____