



ROGERS STATE

U N I V E R S I T Y

Request for Proposals

Real Estate Brokerage Services

RFP2425-3

1. Introduction

1.1. Objective / Need

The Board of Regents of The University of Oklahoma, on behalf of Rogers State University (University) invites interested qualified parties to submit Responses for real estate brokerage services for the sale of one or more real estate properties.

2. Tentative Schedule of Events

The following schedule is projected for this Solicitation. It is only a projection. It may change according to the University's needs and work requirements.

- Mar. 3 Issue Solicitation
- Mar. 10 Open House from 10:00 AM to 2:00 PM Central Time
- Mar. 14 3:00 PM Central Time. Last date and time the University will accept pre-response questions
- Mar. 25 Projected last date the University will issue an amendment to the Solicitation
- Apr. 4 Solicitation Closes at 3:00 PM Central Time
- Apr. 14 Interviews / Demonstration / Presentation (if requested by the University)
- Apr. 18 Complete Evaluations / Selection Notification / Contract Award / Collection of Documents

3. Solicitation Instructions

3.1 General Instructions

3.1.1 Solicitation Publication

All documents relating to this Solicitation shall be made publicly available on the University's procurement website.

3.1.2 Solicitation Cancellations

The University reserves the right to cancel, withdraw, or not award any Solicitation at any time without liability or prior notice.

3.1.3 Communications only with University Contact

All communications, clarifications, amendments, questions, responses, or any other matter relating to the Solicitation must be made only through the University contact.

Jamie Frederick, Executive Assistant to the President, jfrederick@rsu.edu

No contact regarding this Solicitation with other University employees or representatives is permitted and may be grounds to disqualify a Respondent or reject a Response.

3.1.4 Responses Submitted at Respondent's Cost

(a) The Respondent is solely responsible for any cost, expense, or fees incurred in preparing its Response or otherwise responding to this Solicitation. The Respondent shall not seek to recoup or recover such costs at any time or through any means. (b) By submitting a Response, Respondent agrees not to make any claims or have any rights to recover damages, costs, or other expenses of any kind resulting from Respondent's participation in this Solicitation, including, but not limited to, misunderstandings or misrepresentation of specifications, statements, or scopes of work, or because of any misinformation or lack of information.

3.1.5 Open Records Act

(a) The Respondent acknowledges that (i) the University is subject to the Oklahoma Open Records Act ("ORA") set forth at 51 O.S. §24A-1, *et seq.*, as amended, and (ii) compliance with the ORA and all opinions of the Oklahoma courts and Attorney General concerning the ORA is required. (b) Responses, including all documents, materials, responses, and other information submitted by a Respondent in response to this Solicitation, are subject to the ORA and become University property. (c) Unless otherwise permitted by Oklahoma law, Responses shall not be disclosed, except for the purposes of evaluation, before award. (d) Respondents asserting that any portion of their Response is proprietary or confidential shall specifically mark each page as such. Responses marked proprietary or confidential in their entirety shall not be accepted for consideration. If a Respondent fails to clearly designate or identify written or electronic Records as confidential or privileged, the University is under no obligation and has no responsibility to treat them as exempt under the ORA. The University will make final determinations regarding what must be released under the ORA. (e) Upon receiving an Open Records Request for the documents containing information the Respondent has marked proprietary or confidential before submitting them to the University, the University will notify the Respondent of the request and allow the Respondent no more than three (3) business days from the date of notification to file an application with a court of competent jurisdiction and enjoin the University from releasing the requested records. If the Respondent does not provide the University with evidence of such filing within the time provided, the records will be released. In no event will the University be liable in any manner for any Solicitation disclosure made pursuant to the Oklahoma Open Records Act, any Oklahoma Attorney General opinion concerning the Act, or any other applicable law. The University will comply with any valid Court Order.

3.2 Pre-Submission and Opening Activities

3.2.1 Pre-Response Conference

(a) The University may, at its discretion, conduct one or more pre-response conferences relating to the Solicitation. The conference's purpose is to provide Respondents an opportunity to ask questions regarding the Solicitation's terms, conditions, or specifications. The University will determine whether the Respondents' attendance at a pre-response conference is mandatory, which shall be designated in the Solicitation. (b) Nothing stated at the pre-response conference shall change the Solicitation unless a change is made by an Amendment in accordance with Section 3.2.3. (c) A summary of the pre-response conference shall be posted publicly on the University procurement website or via other means. If a transcript is made it shall be a public record.

3.2.2 Pre-Response Questions

(a) All prospective Respondents may submit pre-response questions in writing, using the pre-response question form available at the link provided in the Solicitation or from the University contact, before the pre-response question deadline. The Respondent is advised to rely only upon the contents of this Solicitation (including any written Amendment issued by the University). (b) Pre-response questions must be submitted to University contact via email with reference to the Solicitation number. The University will not accept pre-response questions by mail, fax, telephone, or oral communication. Answers to the pre-response questions shall be made publicly available. (c) If a Respondent fails to notify the University contact of any ambiguity, conflict, discrepancy, omission, or other error in the Solicitation that is known to the Respondent, or that reasonably should be known to the Respondent, the Respondent accepts the risk of submitting a Response and, if awarded a contract, shall not be entitled to additional compensation, relief, or time because of the error or its later correction.

3.2.3 Amendments

(a) No alterations to the Solicitation, including all forms, attachments, and exhibits, will be made without a formal Amendment. The University may amend the Solicitation at any time before the specified Response due date and time on the University's procurement website. An Amendment may provide or extend response deadlines to allow potential Respondents to review the Amendment and prepare, revise, or withdraw Responses. (b) A Respondent that submitted a Response before the Amendment shall acknowledge receipt of the Amendment by the specified Response due date and time. (c) Attempts to alter the Solicitation in ways other than specified in the Solicitation shall result in a Response being deemed non-responsive.

3.2.4 Respondent's Responsibility

The Respondent is responsible for periodically checking the University's procurement website until the specified Response due date and time to obtain any such issued Amendments, answers to pre-response questions, clarifications, or other information relating to the Solicitation. The University is not responsible for a Respondent's failure to acquire any Amendment, answer to pre-response questions, clarification, or other documents or information required to complete the Solicitation if such is made publicly available on the University's procurement website.

3.2.5 NO ORAL RESPONSES, EXPLANATIONS, CLARIFICATIONS, INSTRUCTIONS, OR COMMUNICATIONS SHALL OPERATE TO ALTER, AMEND, OR CHANGE THE SOLICITATION'S TERMS OR CONTENTS

(a) In no event shall the Respondent's failure to read and understand any term or condition in the Solicitation, any Amendments, answers to pre-response questions, or clarifications constitute grounds for a claim after the Contract award. (b) Only written responses, explanations, clarifications, or instructions issued by the University contact on the University's procurement website shall be effective.

(c) The University is not responsible for Respondent's reliance on oral communications from University employees.

3.3 Response Submission

3.3.1 Bid Deadline

All Responses must be submitted to the University as set forth in Section 3.3.3 by the specified Response due date and time designated in the Solicitation or an Amendment. It is the Respondent's responsibility to ensure that the University receives its submission before the specified Response due date and time, regardless of cause.

3.3.2 Late Responses

The University considers any Responses, modifications, or withdrawals received after the specified Response due date and time as late. The University will not consider any late Responses or modifications. The University, in its sole discretion, may consider late withdrawals. Responses, modifications, or withdrawals that would have been timely received but for the action or inaction of University employees directly involved in the Solicitation will not be considered late Responses, if properly demonstrated by a Respondent.

3.3.3 Submission of Response

(a) All Responses must conform to the Response and format requirements set forth in the Solicitation. (b) Responses must be submitted as set forth in section 7.2 of this Solicitation. The University will accept Responses received before the specified solicitation close date and time provided in section 2 of this Solicitation. No other information may be included except as specifically set forth in this Solicitation, and any such information shall not be considered included in the submission. (c) A Response emailed directly to or cc'd to the University contact or other University employees shall be considered non-responsive. (d) If a Respondent believes a Response has been sent but not received, the Respondent should contact the University. Receipt of the Response by the University is the Respondent's responsibility.

3.3.4 Firm Response

Responses must be held firm in all respects for a minimum period of one hundred twenty (120) days beyond the specified Response due date and time to allow time for evaluation, approval, and award. Responses may only be withdrawn or revised after that period, except to the extent expressly permitted otherwise by the terms of the Solicitation.

3.3.5 IT IS THE RESPONDENT'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE RESPONSE AS REQUESTED AND IN COMPLIANCE WITH THE SOLICITATION, UNIVERSITY POLICY, AND APPLICABLE LAW.

3.3.6 Response as Legal Offer

A submitted Response is rendered as a legal offer and must strictly conform with the Solicitation. Unless otherwise provided as an exception in a Response, the Response shall be firm representations that the Respondent has carefully investigated and will comply with all terms and conditions of the Solicitation. Upon award of a contract, such terms and conditions, as may be amended after negotiation, shall become contractual obligations between the parties.

3.3.7 Alternate Responses

A Respondent may submit one or more alternate Responses. Any alternate Response submitted shall be a complete Response and clearly identified as an alternate Response. If more than one alternate Response is submitted, the identification of the alternate Responses shall refer to alternate Response

1, alternate Response 2, etc.

3.4 Qualifications, Specifications and Pricing

3.4.1 Qualifications

The University may establish minimum Respondent qualifications, including, without limitation, work history, past experiences, years in business, and annual revenue. Such minimum qualifications shall be identified in the Solicitation.

3.4.2 Scope of Work and Specifications

(a) The Solicitation sets forth the University's needs or objectives, Deliverables, and schedules and describes projects, requirements, scopes or statements of work, types of goods or services, budgets, payment structures, milestones, responsibilities, or other necessary information. The Respondent's response should address the foregoing and how the Respondent can meet the University's needs or objectives. (b) Unless otherwise specified in the Solicitation, (i) manufacturers' names, brand names, information, or catalog numbers listed in a specification are for informational purposes and not intended to limit competition, and (ii) a Respondent may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Respondent shall offer new items of current design and technology unless the University specifies older models or versions, or that used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Response is based on equivalent products, the Response is required to state the manufacturer's name and catalog numbers. The Response shall also explain in detail how the proposed equivalent will meet the specifications and not be considered an exception thereto.

3.4.3 Firm, Fixed Price

Unless specified otherwise, a Respondent shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Respondent guarantees unit prices to be correct.

3.4.4 Travel and Subsistence Expenses

This section is intentionally blank.

3.4.5 Taxes

(a) As a constitutional entity of the State of Oklahoma, the University is exempt from sales, use, and excise taxes imposed by the State of Oklahoma and federal excise taxes pursuant to Title 26 of the United States Code. The University will provide a tax-exempt certificate upon request. (b) The University will only be responsible for taxes, duties, fees, levies, premiums, or other charges imposed by any governmental authority applicable to the University. All pricing hereunder shall be exclusive of such taxes.

3.4.6 Early Payment Discount.

This section is intentionally blank.

3.5. Requested Exceptions

3.5.1 Respondent Exceptions

Any requested exceptions to the Solicitation by the Respondent shall be made in the Response following the instructions in the Solicitation. The Respondent must not attempt to incorporate by reference any document of any kind into the exceptions, and any such attempted incorporation shall be disregarded and of no effect. A clarification question is not an exception, and any clarification included in the Response will be disregarded.

3.5.2 THE UNIVERSITY HAS NO RESPONSIBILITY TO REVIEW INDEPENDENTLY AN ENTIRE RESPONSE FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED ANYWHERE OTHER THAN AS INSTRUCTED IN THE SOLICITATION SHALL BE EXCLUDED FROM THE TERMS AND CONDITIONS OF THE SOLICITATION AND ANY RESULTING CONTRACT. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH THE TERMS AND CONDITIONS OF THE SOLICITATION, OR AN EXCEPTION TO ANY SPECIFIC TERM OR CONDITION WITHOUT SUGGESTED ALTERNATIVE WORDING OR AN INDICATION THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, SHALL BE EXCLUDED FROM THE TERMS AND CONDITIONS OF THE SOLICITATION AND ANY RESULTING CONTRACT.

3.5.3 Acceptance

Exceptions shall not form part of the Contract until accepted by the University. If acceptable to the University, exceptions, in whole or part, shall be made part of the Contract.

3.6. Modifications, Withdrawals and Corrections

3.6.1 Modifications

(a) A Respondent may modify a Response in the University's procurement website before the specified Response due date and time. (b) Any modification must be submitted with the following statement: "This Response supersedes the Response previously submitted." (c) The University shall only evaluate the last modified Response received by the University before the specified Response due date and time.

3.6.2 Withdrawal

(a) A Respondent may withdraw a Response from the University's procurement website before the specified Response due date and time. (b) After the specified Response due date and time, the Response is a firm response, and the withdrawal of the Response after the specified Response due date and time is subject to Section 3.3.4.

3.6.3 Corrections

After the specified Response due date and time, the University presumes that all Responses are correct. However, if a Respondent or the University discovers a mistake in a Response or believes a mistake exists, either may request, in writing, that the Response be corrected. The University contact must receive written notice thereof within five (5) business days after the specified Response due date and time.

- Minor Informalities - Mistakes in form, non-substantive errors evident from Response, or insignificant mistakes that can be waived or corrected without prejudice to other Respondents (i.e., the effect on the price, quantity, quality, delivery, or contractual conditions is negligible) are permitted.
- Mistake Clearly Evident - If the mistake and the intended correction are clearly evident on the face of the Response, the Response shall be corrected to the intended correct Response and may not be withdrawn. These mistakes include typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
- Mistake Not Clearly Evident - A Respondent may request to correct a mistake if (i) the mistake is clearly evident on the face of the Response, but the intended correction is not similarly evident, or (ii) the Respondent submits sufficient proof that clearly and convincingly demonstrates that a mistake was made.

When a Response is corrected, or a correction is denied, the President (or designee) shall prepare a written determination showing that the relief was granted or denied and the bases for the determination.

3.7 Responsive Responses

3.7.1 Only Responsive Bids Considered

The University only considers responsive responses for evaluation. A Respondent's request to correct a non-responsive Response shall be treated as a correction and such process in Section 3.6.3 shall apply.

3.7.2 Responsiveness not Evaluation Criteria

A Respondent's responsiveness to the Solicitation shall not be considered evaluation criteria. Regardless of whether they are specifically listed as evaluation criteria, costs, prices, fees, and other matters impacting such (discounts, rebates, transportation costs, fuel or delivery fees, total life cycle costs, etc.) shall always be considered as evaluation criteria.

3.7.3 Non-Responsive Responses

The University reserves the right to reject a Response as non-responsive if the Response does not conform in all material respects to the Solicitation.

3.8 Response Rejection

3.8.1 Rejection

The University reserves the right to reject single or all Responses, accept or reject any Response in part, and waive any minor informality or irregularity in any Response if the University determines that doing so is in the best interests of the University.

3.8.2 Late Responses

A Response received after the specified Response due date and time SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the President (or designee) specifically authorizes in writing that acceptance of the Response is necessary because of a significant error or incident that occurred to affect the receipt of the Response.

3.9 Bid Opening and Evaluation

3.9.1 No Physical Bid Openings

A public bid opening, which will disclose the name of each Respondent and no further information, will be conducted on a per request basis via electronic means provided the University contact receives a written request no later than forty-eight (48) hours before the specified Response due date and time.

3.9.2 Evaluation Criteria

A responsive Response will proceed to the evaluation process. All criteria used to evaluate responsive Responses shall be identified in the Solicitation. Responses shall be evaluated in a manner to identify the lowest and best Respondent. A Respondent's past performance may be considered when evaluating a Response regardless of whether such is identified as evaluation criteria. The University reserves the right to require demonstrations, clarifications, and additional documentation from any or all responding Respondents. Each Respondent should be prepared to participate in oral presentations and demonstrations to define the Response, introduce the Respondent's team, and respond to questions regarding the Response before an award.

3.10. Competitive Negotiation of Offers

3.10.1 Negotiations

(a) The University reserves the right to negotiate with no or one or more Respondents responding to the Solicitation and may negotiate any or all content of the Response to obtain the best value for the University. Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Responses. (b) Negotiations can entail discussions on goods or services, pricing, contract terminology or any other issue material to an award decision or that may

mitigate the University's risks. The University shall consider all issues arising from the Response to be negotiable and will not be artificially constrained by the Respondent's internal corporate policies. Respondents asserting a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.

3.10.2 Lack of Progress

In the event of prolonged contract negotiations due to the number or significance of exceptions taken, lack of Respondent responsiveness, or other failures to close Contract negotiations, the University may, in its discretion, offer a successful Respondent a shorter contract term, reject the Response, move to another Respondent, or take other necessary and appropriate action.

3.10.3 Additional Information, Documents

The Response's terms, conditions, prices, methodology, or other features may be subject to negotiations and subsequent revision. As part of the negotiations, the Respondent may be required to submit supporting financial, pricing, and other data to allow a detailed evaluation of the Response's feasibility, reasonableness, and acceptability.

3.10.4 Non-Negotiable

Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the University determines that a change in such requirements or terms is in the best interest of the University.

3.10.5 Best and Final Offer

The University may request a "Best and Final Offer" and shall determine the scope and subject of such request. However, the Respondent should not expect an opportunity to strengthen their Response otherwise and should submit its best response based on the requirements herein. Any information offered outside the scope of the Best and Final Offer request will be disregarded.

3.11 Contract Award

3.11.1 More than One Award

The University may award the Contract to more than one Respondent by awarding the Contract(s) by item or groups of items or may award the Contract on an all or none basis, whichever is deemed to be in the best interest of the University.

3.11.2 Supplier Registration

This section is intentionally blank.

3.11.3 Exclusions

Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Respondent that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from working as a Subcontractor.

3.11.4 Financial Status and Performance

Before an award, the University may request information from the Respondent to demonstrate its financial status and performance. If the Respondent is a subsidiary of another entity, the last three years audited financial statements of three years' tax returns for the parent company may also be required. The University reserves the right, in its sole discretion, to determine a Respondent's financial status and to withhold award to a Respondent who is not deemed financially responsible.

3.11.5 Notice of Award

Notice of award shall be made available to the public by identifying the Successful Respondent(s) on the University procurement's website. A notice of award to a Respondent may be in the form of a purchase order or other payment mechanism or the form of a mutually executed Contract.

4. Definitions

Agreement – The document or package of documents resulting from this Solicitation, which bear(s) evidence of the mutual promises made by and between the University and the Successful Respondent relative to the products, services, purposes, programs, rights, responsibilities, obligations, and/or other pertinent particulars contemplated and addressed herein.

Contract – Same as Agreement.

University – The Board of Regents of the University of Oklahoma. The term includes the Board of Regents of the University of Oklahoma, Rogers State University's officers, and agents.

Solicitation - A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This Solicitation provides the University with the flexibility to negotiate a mutually agreeable relationship. Price is considered but is not the only factor of evaluation.

Response - The entirety of information relative to each point of this Solicitation, including any and all supplemental offers or information not explicitly requested within this Solicitation, provided by a Respondent.

Respondent - For purposes of this Solicitation, "Respondent" means any entity responding to this Solicitation with the intention of winning the resulting award of contract and performing thereunder.

Successful Respondent - Any Respondent selected by the University to receive a notice of award as a result of this Solicitation and to enter into an Agreement.

You / Your – Same as Respondent.

5. Terms and Conditions for the Resulting Contract

5.1. Contractual Force and Effect

The following terms and conditions establish the University's rights and expectations with respect to this Solicitation. Unless otherwise specifically proposed by the Respondent, each term or condition herein shall, upon award by the University, have the force and effect of a contractual understanding between the University and each Successful Respondent. The University may pursue any remedy legally available to it in the event the Successful Respondent breaches or violates any such term or condition.

5.2. Contract Term

This section is intentionally blank.

5.3. Performance Bond, Insurance, or Similar Requirement

At its discretion or as mandated by law, ordinance, or regulation, the University may require the Successful Respondent to post a performance bond in an amount set by law or at the University's discretion, as applicable. The University, at its discretion, may consider and accept, without any obligation to do so, alternate amounts and/or instruments proposed by the Successful Respondent (for example, an interest-bearing escrow account).

5.4. Date for Calculating Prompt-Payment Discount

This section is intentionally blank.

5.5. Terms and Conditions Incorporated by Reference

The specifications, terms, and conditions set forth in this Solicitation and any related award document shall be incorporated by reference without exception into any resulting contract between the University and any Successful Respondent.

5.6. Contract Format

The contract shall be generated by the University and in the form of a document package comprising:

- All specifications, terms, conditions, and other particulars addressed by this Solicitation, whether in its original form or as amended by amendments.
- Each Successful Respondent's Response, certifications, and other information provided hereunder.
- The results of any final negotiations on those matters eligible for negotiation; and
- Any additional agreements and/or stipulations that are negotiable to the extent permitted by State law, within the policies and procedures of University and acceptable to the University.

5.7. Conflicting Provisions

Under no circumstance shall any provision be effective if it is later found to be in conflict with

Oklahoma State Statutes or other superior directive. In the event of a conflict between or among any provision contained in the resulting contract, such conflict shall be resolved in the following order, most effect to least effect.

1. Additional agreements and/or stipulations
2. Negotiations on those matters eligible for negotiation.
3. The Solicitation
4. The Successful Respondent's Response

5.8. Discrepancies between Words and Numbers

In the event of a discrepancy between information written in numbers and the same information also written in words, the information written in words shall govern.

5.9. Settlement of Contractual Disputes

In the event of dispute, doubt, or difference of opinion as to any material, data, language, or information related to any Contract resulting from this Solicitation, the parties agree to work together to reach resolution and to continue each party's respective obligations under the contract. The University cannot agree to arbitration. The University may agree to enter into mediation. The University cannot relinquish its right to any legal remedies available to it.

5.10. Termination for Default

The University may terminate a Contract resulting from this Solicitation, for reason of the Successful Respondent's default, if conditions including but not limited to those described in the following list come into being.

- The Successful Respondent is adjudged bankrupt, makes a general assignment for the benefit of the Successful Respondent's creditors, or a receiver is appointed on account of the Successful Respondent's insolvency.
- The Successful Respondent persistently or repeatedly refuses or fails to perform any of the provisions of the Contract; or so fails to make progress pursuant to the Contract's terms; or so fails to meet any required delivery dates, except when extensions may be granted to carry on as required by the Contract.
- The Successful Respondent's otherwise commits a substantial violation of any provision of the Contract.

The University may, in its sole discretion and without prejudice to any other right or remedy either terminate the Contract or deliver to the Successful Respondent a letter citing the instances of noncompliance and directing the Successful Respondent to show cause why the Contract should not be terminated (Show Cause Letter). The Successful Respondent shall have ten (10) days to reply to the Show Cause letter and indicate why the Contract should not be terminated. The Successful Respondent shall then have thirty (30) days to cure the noncompliance cited in the Show Cause Letter. If the noncompliance is not cured within thirty (30) days, the University may negotiate a schedule to terminate the Contract. In the event all or any part of the Contract is terminated, the University may take possession of any and all materials and finish the Contract by whatever methods the University may deem expedient. In such case, the Successful Respondent shall not be entitled to any further payment until the contract is finished. The Successful Respondent shall be liable for any excess costs incurred by the University to perform the balance of the Contract. The rights and/or remedies of the University under these terms and conditions are not exclusive but are in addition to any other rights and/or remedies provided by law or the Contract. The University reserves the right

to refuse to consider Responses received from the Successful Respondent in Solicitations that the University may issue in the future.

5.11. Contract Modification

No change or modification to a contract resulting from this Solicitation shall take effect until all parties have agreed in writing to such change or modification.

5.12. Contract Assignment or Sublet

No Successful Respondent shall assign or transfer, either in whole or in part, any contract resulting from this Solicitation, without prior written University approval.

5.13. Referencing of Orders

For each order issued against a Contract resulting hereby, the University intends in good faith to reference this Solicitation for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected; and no liability of any kind or amount shall accrue to the University.

5.14. No Waiver of Rights by the University

No delay or failure on the University's part to enforce any provision of this agreement shall constitute or be construed by any party as a waiver or limitation of the University's rights under any resulting contract.

5.15. Choice of Law and Venue

The resulting Contract, its validity, and disputes arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this Contract shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

5.16. Hold Harmless

Any Successful Respondent who becomes a party to any Contract resulting from this Solicitation shall – with respect to the conditions set forth below without limitation – hold harmless the State of Oklahoma and the Board of Regents of the University of Oklahoma, including its agents, employees, and officers against all claims, demands, losses, judgments, actions, and expenses that may arise from such conditions. This condition extends to successful Respondent's subcontractors and agents and shall be documented in any agreement between or among such parties.

- Any injury or damage sustained by any person or property as a result of any act or omission by the Successful Respondent.
- Any infringement by such Successful Respondent of patents, trademarks, service marks, copyrights, or other forms of intellectual property.
- Any claim or amounts arising or recovered under Workers' Compensation law or any other law in consequence of any act or omission by the Successful Respondent.

5.17. Actions of the Successful Respondent

The University is under no obligation whatsoever to be bound by the actions of any Successful Respondent with respect to third parties. The Successful Respondent is not a division, partner, or agent of the University.

5.18. Liens

This section is intentionally blank.

5.19. Laws and Regulations

The Successful Respondent is solely responsible for keeping fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of its employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on the Successful Respondent's violation thereof.

5.20. Prior Course of Dealings

No trade usage, prior course of dealing, or course of performance under other contracts shall be a part of any Contract resulting from this Solicitation; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting Contract.

5.21. Taxes, Licenses, and Permits

The Successful Respondent is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as such taxes, licenses and permits may apply to any matter under this Solicitation. The Successful Respondent shall, at no expense to the University, procure and keep in force during the entire period of the contract all such permits and licenses and pay such taxes.

5.22. Advance Payment Prohibited

As a state agency, the University is prohibited by statute from paying for products or services in advance. Payment provisions shall be in arrears within 45 days of receipt of Supplier's valid invoice, with any late payment and interest calculated as provided by Oklahoma law.

5.23. Written Response, Report, or Study

If this Solicitation includes a requirement to provide a written response, report or study, The Successful Respondent certifies, pursuant to Oklahoma Statute §74-85.41 85.41 (F) (1), that the Successful Respondent has not previously provided the University or any other Oklahoma state agency with a product that is a substantial duplication of such response, report or study.

5.24. Insurance

This section is intentionally blank.

5.25. Environmental Safety

This section is intentionally blank.

5.26. Rights to Inventions

This section is intentionally blank.

5.27. Collusion Prohibited

In connection with this Solicitation, collusion with other Respondent or employees thereof, or with any employee of the State, including any employee of the University, is prohibited and may result in disqualification of a Respondent and/or cancellation of award. Any attempt by a Respondent, whether successful or not, to subvert or skirt the principles of open and fair competition may result in disqualification of the Respondent and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

5.28. Improper Relationships / Conflict of Interest

In connection with this Solicitation, each Respondent shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Respondent, the University, and any other party to this Solicitation. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not disqualification of a Respondent and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

6. Objectives, Needs, Specifications

6.1. Objectives

The University seeks to retain a qualified real estate broker to provide real estate brokerage services with the exclusive right to sell one or more of the following properties:

- 1) the Reda Building located 401 SE Dewey Ave., Bartlesville, OK 74003 (N LOT 1 BLK 38 ORIG BARTLESVILLE),
- 2) the Annes Building located 401 SE Dewey Ave., Bartlesville, OK 74003 (N 50' LOT 2 BLK 38 ORIG BARTLESVILLE), and
- 3) the BOK Building located 422 SE Dewey Ave., Bartlesville, OK 74003 (LOT 5 BLK 37 ORIG BARTLESVILLE),

which are collectively referred to as Property.

The University is under no obligation to make an award. However, if an award is made, it will be based on a competitive process that is purposed to achieve the best value for the University.

6.2. Scope of Services

The scope of services will include:

Service 1: Brokers Price Opinion (BPO)

- 1) Brokers Price Opinion (BPO) or appraisal including comparable market analysis and assessment of the market for the Property.
 - a) BPO will be provided following the National Association of REALTORS® standards (Standards 11-1 and 11-2) and code of ethics (Article 11).
 - b) Broker must acknowledge they have personally visited the site, conducted the inspection, taken the photos for field assignments, personally collected the comparable, and submitted the completed BPO form. Broker agrees to take full responsibility for all information submitted upon completion.
 - c) Broker must provide analyses and opinions which are objective.
 - d) Broker must not discuss the BPO report or analysis subject matter (price or observations) with anyone besides the University.
 - e) Broker must perform duties in a timely, professional, ethical, and competent manner.
 - f) Broker will notify the University of any activities of any related parties which could be identified as collusion or fraudulent.
 - g) Broker warrants they have sufficient knowledge and experience in the Property's geographic location and will not accept assignments beyond their normal service area.
 - h) Broker warrants they have independent access to data sources to include but not limited to MLS coverage and other pertinent public records data for the subject market area where such access is available.
 - i) Broker must obtain information relating to Property characteristics from the MLS, tax records, or other verifiable sources whenever possible. When this is not possible, the broker must contact the University to request the information and/or receive further instructions.
 - j) Cite the sources of property data for both the Property and comparable. Use verifiable sources whenever possible and cite identification numbers e.g. MLS#, tax#, Doc# etc. if applicable;
 - k) Comparable should reflect the prevailing forces driving the same market the Property is

located in.

- l) Anything in and around the Property, the surrounding neighborhood, and/or the vicinity of the Property which will influence the price of the property, positively or negatively should be documented with photos and comments (when possible). If the following conditions exist, provide commentary and cross reference photos:
 - i) Non-conforming features,
 - ii) Upgrades,
 - iii) Damage/deferred maintenance,
 - iv) Renovations/construction,
 - v) External obsolescence (e.g., airport flight path, railroad tracks, commercial facilities).

The use of aerial photos or satellite images can be a good resource to identify external obsolescence and positive influences.

- m) The positive or negative influence of the University's intent to partially lease back the Property on the price should be documented.
- n) Exterior Inspection Photos
 - i) Front View: Standard – Take at least one front view of the property. Take as many photos as needed to effectively represent the subject property. Guideline – Submit the best photo. Take the photo at a 45-degree angle (as opposed to straight ahead) and attempt to capture one of the corners of the Property;
 - ii) Street View/Street Scene: Standard – Take at least one street view/street scene. Take as many photos as needed to represent the composition of the neighborhood. If the neighborhood looks the same in all directions, one photo will suffice. Guideline – Submit the best photo(s). When neighborhood composition varies by direction from the subject, three street scene photos are preferred (one in each direction and one looking directly across the street from the subject).
- o) Standard - Take photos of ALL rooms. If the angle is difficult to capture or portray the room, take multiple photos of a room. The floor and at least two walls must be visible. If some rooms are the same, representative photos of one room with captions to identify all the same rooms will suffice. If repair items have been noted, photos of noted repairs must be submitted.

Service 2: Real Estate Broker Listing Services

- 1) Real estate broker services for listing and managing sale of the Property. Specific services may include, but are not limited to, the following:
 - a) List and market the Property.
 - b) Show the Property to other agents and other interested parties.
 - c) Respond to questions regarding the Property.
 - d) Respond to, and negotiate submitted offers.
 - e) Lead the University's response to potential due diligence investigations by buyers as necessary and support any requests for assistance by buyers or buyers' agent to support the due diligence.
 - f) Lead closing process.

This scope of services describes two (2) primary services labeled Service 1 and Service 2. The University expects that the results of Service 1 will provide information for the University to determine whether the University should pursue Service 2 (sale of the Property).

6.3. The Property

As previously indicated, the Property includes:

- 1) the Reda Building located 401 SE Dewey Ave., Bartlesville, OK 74003 (N LOT 1 BLK 38 ORIG BARTLESVILLE),
- 2) the Annes Building located 401 SE Dewey Ave., Bartlesville, OK 74003 (N 50' LOT 2 BLK 38 ORIG BARTLESVILLE), and
- 3) the BOK Building located 422 SE Dewey Ave., Bartlesville, OK 74003 (LOT 5 BLK 37 ORIG BARTLESVILLE).

The University intends to partially lease back the Property from the buyer of the Property.

6.4 Contract Administration

The purpose of this Solicitation is to give Respondents the flexibility to submit Responses that will meet their specific needs. The Successful Respondent will be required to enter into a formal contract in the form of a Listing Agreement – Exclusive Right to Sell, which is attached to this Solicitation as Exhibit C. Section 5 (Terms and Conditions for the Resulting Contract) of this Solicitation is incorporated by reference into the Agreement between the Successful Respondent and the University.

7. Response Instructions

7.1. General Instructions

This section contains instructions for Respondents to use in preparing their Responses. The Respondent's submission must follow the outline used below. Failure to use the outline specified in this section or to respond to all questions and instructions may result in the Response being disqualified as non-responsive.

Section 1: The Response Cover Page (Exhibit A)

Section 2: The Cost Response (Exhibit B)

Section 3: The Agreement (Exhibit C)

Section 4: Include (i) a Reference List, and (ii) 5 completed surveys. See Exhibit D.

Section 5: Include (i) the Collusion Affidavit, (ii) the Business Relationship Affidavit, and (iii) the EEO Certificate of Compliance. See Exhibit E.

7.2. Submission

The Response shall be submitted by mail or email to:

Roger State University
Office of the President
1701 W Will Rogers Blvd.
Meyer Hall
Claremore, OK 74019
Email: mrasor@rsu.edu

Envelope or email should reference the RFP number.

7.3. Exceptions

Any exceptions must be distinctly and clearly referenced, documented, and explained with Your Response. The University retains the right to treat any exception to language, term, or condition within this Solicitation as justification to reject Your Response.

Exhibit A Response Cover Page

RFP Name: Real Estate Brokerage Services
RFP Number: RFP2425-3

This Response is submitted in response to the above referenced RFP. The undersigned, as a duly authorized officer of the Respondent, hereby certifies that the Respondent agrees to be bound by the content of this Response and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions may be noted only as stated in the RFP.

Organization Name: _____

Federal Employer Identification Number: _____

Address: _____

City/State: _____

Phone: _____ Email: _____

Lead Point of Contact - Name and title: _____

Lead Point of Contact – Phone: _____

Lead Point of Contact – Email: _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Minimum Requirements

Please include information and supporting documentation clearly indicating that the Respondent meets the following minimum qualification requirements.

- The Respondent represented governmental entities, educational institutions, or large non-profit organizations in real estate brokerage services within the last three (3) years.

- The Respondent is authorized to do business in the State of Oklahoma.

- The Respondent employs personnel that are (i) professionally qualified to perform services, work, or other obligations as contemplated herein and (ii) who are experienced in performing comparable services of similar function and complexity as contemplated in this Solicitation.

- To the extent licensure, accreditation, or other authorization is required by applicable law, the Respondent (i) is permitted to practice or perform such services, work, or other obligations as contemplated by this Solicitation by all public entities having jurisdiction over the Respondent and the services, work, or other obligations and (ii) can maintain all necessary licenses or other authorizations necessary until the Respondent fully satisfies and performs such services.

Disclosures

Please disclose any and all judgements, pending litigation or other potential financial reversals which might materially affect the viability or stability of the Respondent, or certify that no such condition is known to exist at the time of submission.

Proposed Alternative Terms

The Respondent may propose alternative and/or additional terms by attaching a separate Word document to this document for consideration.

| | Yes | No |
|--|-----|----|
| Proposed Alternate and/or Additional Terms | | |

Export Control

Please indicate if the Response will include a service and/or product that is export controlled:

| | Yes | No |
|--|-----|----|
| Is your service and/or product export controlled? | | |
| If yes, please state under what specific regulation. | | |
| If yes, do you agree to mark it export controlled? | | |

Exhibit B Cost Response

RFP Name: Real Estate Brokerage Services

RFP Number: RFP2425-3

GENERAL INSTRUCTIONS:

1. The commission rate is a percentage of the total sales price of the Property. Other than the commission, the University is not obligated to compensate or reimburse the Respondent for any form of expenses, costs, or fees, regardless of when or where incurred.
2. The Respondent must submit a commission rate response that covers the entire term of the Agreement.
3. No costs related to the preparation of the Response or to the negotiation of the Agreement with the University may be included in the cost response.

Commission Rate (%): _____

Exhibit C Agreement

The University agrees to use the Oklahoma Real Estate Commission, Listing Agreement - Exclusive Right to Sell (see Attachment 1), with the following additions, deletions, and/or modifications listed directly below.

Modifications:

1. Deed Conveyance. The Seller shall convey the Property by quitclaim (release) deed and the Broker shall not in any event indicate that the Seller will convey by warranty deed.

Deletions:

1. Delete Section 7 of the Listing Agreement - Exclusive Right to Sell.

Additions:

1. Insert "Attachment A" in section 23 (Additional Provisions) of the Listing Agreement - Exclusive Right to Sell, and add the following terms in an Attachment A, as follows:
 - a. Dual Agency. Seller does not authorize, and Broker shall not act in a dual agency capacity.
 - b. Board of Regents Approval. The Board of Regents of the University of Oklahoma shall approve the disposition of any real property.
 - c. Insurance. During the term of this agreement, the Broker shall maintain the following insurance:

| Insurance Type | Coverage Limit |
|---|------------------------------------|
| Commercial General Liability | \$1,000,000 per occurrence or more |
| Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services) | \$1,000,000 per occurrence or more |

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

The University shall be named as a certificate holder on the Commercial General Liability insurance. Certificates shall be filed prior to the date of performance under this Agreement to 1701 W Will Rogers Blvd., Claremore, OK 74019. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

Attachment 1

Oklahoma Real Estate Commission, Listing Agreement - Exclusive Right to Sell

Exhibit D References

GENERAL INSTRUCTIONS:

1. Preparing the Surveys
 - a. The Respondent is responsible for sending out a survey questionnaire to past and/or current clients. The survey questionnaire is provided in this document as Attachment 2.
 - b. The Respondent shall provide five (5) completed surveys.
 - c. All returned surveys shall be evaluated and signed by the past client. If a survey is not signed, it will NOT be counted.
 - d. All of the returned surveys shall be included with the Response by the deadline date identified in Section 2 of the Solicitation.
 - e. The University may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, the survey will not be counted in the evaluation.
2. Creating and Submitting a Reference List (see table 1 below)
 - a. The "Reference List" must be included with the Response by the deadline date identified in Section 2 of the Solicitation.
 - b. The Reference List must include the following. If you do not submit all the information required, there will be no credit given for the reference.
 - c. The Respondent is responsible for verifying that their information is accurate prior to submission.

Table 1 Reference List

| | Contact Name | Contact Title | Contact Email | Contact Phone | Higher Ed and/or State / Department Name | City | State | Services Provided |
|---|--------------|---------------|---------------|---------------|--|------|-------|-------------------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |

Attachment 2

Survey Questionnaire

To:

Re: Past Performance Survey of:

Rogers State University (University) requires past performance information on suppliers as a part of the procurement process. The information is used to assist the University in the selection of suppliers to perform various services. The company listed above has listed you as a reference as a current or prior client. The University would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

To: Rogers State University
Re: Past Performance Survey of:

Name of person completing the survey:
Title:
Entity/company name:
Phone Number:
Project the Supplier performed for the entity:

| NO | CRITERIA | Scale | Score |
|----|---|--------|-------|
| 1 | Ability to provide a wide selection of services. | (1-10) | |
| 2 | Ability to maintain schedule (delivery as scheduled, or quoted) | (1-10) | |
| 3 | Quality of services offered. | (1-10) | |
| 4 | Professionalism and ability to manage (includes customer service, response time, returns phone calls, emails) | (1-10) | |
| 5 | Accounts Receivable/ Invoice Operations | (1-10) | |
| 6 | Communication, (includes explanation of products available, offers suggestions, cross reference abilities) | (1-10) | |
| 7 | Value of services offered. | (1-10) | |
| 8 | Overall customer satisfaction and comfort level in hiring the Supplier again | (1-10) | |

Please list any additional comments you may have in the space provided below.

Thank you for your time and effort in assisting the University in this important endeavor.

Signature: _____ Date _____

Exhibit E

COLLUSION AFFIDAVIT

Explanation. With regard to any competitive RFP for goods or services which is issued by the State of Oklahoma or any of its agencies, Oklahoma laws require each Supplier to execute and submit a Statement of Non-Collusion. This statement assures the State that the Supplier has not in any way subverted or skirted the principles of competition by colluding with other Suppliers or with any employee of the State.

Action. This affidavit immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

of lawful age, being first duly sworn, on oath affirms:

1. (s) he is the duly authorized agent of, the Supplier submitting the competitive RFP which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Suppliers and between Suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the RFP to which this statement is attached;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the RFP to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such RFP; and
3. Neither the Supplier nor anyone subject to the Supplier's direction or control has been a party; a) to any collusion among Suppliers in restraint of freedom of competition by agreement to RFP at a fixed price or to refrain from bidding; b) to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor; c) in any discussions between Suppliers and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Company

Signature

Date

Name

Title

BUSINESS RELATIONSHIPS AFFIDAVIT

Explanation. This affidavit is required to detect whether an illegal or inappropriate business relationship exists between a Supplier and the University.

Action. This affidavit immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company. If none of the business relationships described below pertain to the Supplier, the affiant should so state.

I, _____, of _____, lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Supplier to submit the Response. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year to the date of this statement with the University is as follows:

| Name of Person/Contract | Relationship |
|-------------------------|--------------|
| | |
| | |

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the Supplier and any officer or director of the University is as follows:

| Supplier Staff Name / Position | University Staff Name / Position | Relationship |
|--------------------------------|----------------------------------|--------------|
| | | |
| | | |

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

| Supplier Staff Name / Position | University Staff Name / Position | Relationship |
|--------------------------------|----------------------------------|--------------|
| | | |
| | | |

Company

Signature Date

Name

Title

EEO CERTIFICATE OF COMPLIANCE - CONTRACTS OVER \$50,000

Explanation. This certificate is required under Executive Order 11246 (as amended). In entering into any resulting contract over \$50,000, the Supplier agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375 and 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.).

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company. *Note: if the Supplier has 50 employees or less, this certificate is not required*

In the event that any resulting contract exceeds \$50,000 and the contractor has more than 50 employees, the contractor agrees to submit Standard Form (EEO-1) to the Joint Reporting Committee (unless previously submitted). The report must be submitted within 30 days after the award of the contract. This requirement is waived if the contractor has submitted this report within the past twelve (12) months.

If awarded a contract over \$50,000 and the contractor has more than 50 employees, the contractor agrees to develop and maintain on file a written Affirmative Action Program. The elements of this program are as follows:

- Identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel.
- The specific steps which should be taken to guarantee equal employment opportunity in the identified problem areas and, where deficiencies exist, the development of specific goals and timetables.
- A table of job classifications.
- Approval by an executive official of the contractor.
- Utilization Evaluation: The evaluation of utilization of minority group personnel shall include the following:
 - An analysis of minority group representation in all job categories.
 - An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
 - An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

Maintenance of Programs: Within 120 days from the commencement of the contract, each contractor shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time.

Information on compliance with Affirmative Action Program requirements is also contained in Office of Federal Contract Compliance Revised Order No. 14.

These provisions must be included in any subcontracts awarded involving this Response.

CERTIFICATION

If awarded this contract _____ agrees to comply with all above provisions.

Company

Signature Date

Name

Title