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 the purchase and repurpose of the Rock House located at 1825 Military Drive, Claremore, OK 74017 (the Property).
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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/19/2023</td>
<td>Issue Solicitation</td>
</tr>
<tr>
<td>01/05/2024</td>
<td>Property Open House from 1:00 PM to 2:00 PM Central Time</td>
</tr>
<tr>
<td>01/12/2024</td>
<td>3:00 PM Central Time. Last date and time the University will accept pre-response questions</td>
</tr>
<tr>
<td>01/15/2024</td>
<td>Projected last date the University will issue an amendment to the Solicitation</td>
</tr>
<tr>
<td>01/19/2024</td>
<td>Solicitation Closes at 2:00 PM Central Time</td>
</tr>
<tr>
<td>01/23/2024</td>
<td>Buyer Presentations, (if necessary)</td>
</tr>
<tr>
<td>01/23/2024</td>
<td>Complete Evaluations</td>
</tr>
<tr>
<td>03/07/2024</td>
<td>Board of Regents Approval</td>
</tr>
<tr>
<td>03/08/2024</td>
<td>Selection Notification / Contract Award / Collection of Documents</td>
</tr>
</tbody>
</table>
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.
R. Mark Rasor, mrasor@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 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) All Responses must be submitted to University contact via email with reference to the Solicitation number. 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. For the purposes of establishing the official time of receipt of a response, a response submission will be determined received at the time in which the email is received at the email addresses identified for submission. In person, commercial carrier or facsimile submittals shall not be accepted. (c) A Response emailed to any other University employee 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 or 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
This section is intentionally blank.

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 before the specified Response due date and time by submitting a modified Response to University contact via email with reference to the Solicitation number. (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 before the specified Response due date and time by contacting the University contact via email with reference to the Solicitation number. (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 Vice President for Administration and Finance (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 for evaluation responsive Response. 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 Vice President for Administration and Finance 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 highest 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 its 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.

Property – The Rock House, located at 1825 Military Drive, Claremore, OK 74017

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 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.

Buyer - Same as Respondent.

Successful Buyer – Same as Successful Respondent.

You / Your – Same as Buyer.
5. Terms and Conditions

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 then 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 such 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

This section is intentionally blank.

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. Recap
The University invites Responses from qualified Buyers to purchase the Property from the University. 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 best value for the University.

6.2. Specifics
- As previously indicated, the Property is known as the Rock House and is located at 1825 Military Drive, Claremore, OK 74017. The legal description of the Property is as follows:
  A TRACT OF LAND IN THE NW/4 OF SW/4 OF NW/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 16 EAST OF THE J. B. & M., DESCRIBED AS FOLLOWS: BEGIN AT A POINT 330.7 FEET SOUTH OF THE NORTHWEST CORNER OF THE NW/4 OF SW/4 OF NW/4; THENCE SOUTH ON WEST LINE THEREOF 109.7 FEET; THENCE EAST 202 FEET; THENCE NORTH 196 FEET; THENCE WEST 16 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 242.8 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 211.86 FEET TO THE POINT OF BEGINING
- The Property does not have an accompanying floor plan.
- The Successful Buyer’s purchase of the Property excepts and excludes any and all attending minerals and mineral rights.
- The Property, in all likelihood, has within it asbestos and potentially other hazardous materials. The Successful Buyer shall be responsible for any and all related abatement and remediation in accordance with governing law, regulation, and policy, and for any and all costs to complete same.
- The University makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, the suitability of the Property for the Respondent’s intended use or the present use of the Property. The Successful Buyer accepts the Property on an as is, where is basis.
- The Property is offered as currently zoned by the City of Claremore. If the Successful Buyer determines that zoning changes are necessary, it shall be solely responsible for requesting such changes from the appropriate governing authorities.
- The Property is currently exempt from real property taxes due to the University status; however, the University’s exemption is not transferable. Respondent should expect that upon the transfer of ownership, the Property is likely to be taxable unless another exemption applies.
- Prior to closing, the University may impose restrictions and/or easements not otherwise documented herein including a preeminent right of the University to offer to purchase the Property if the Successful Buyer elects to sell the Property (Right of First Offer).
- The University seeks Buyer(s) who demonstrate sensitivity and success in developing, restoring, and operating properties that are of similar age or older consistent with the character of an institution of higher education and that assimilate agreeably with the surrounding University community.
- All costs associated with Buyer’s response to this Solicitation are Buyer’s complete and total responsibility. The University is not liable for any such costs.
- The University will place significant weight on proposed purchase price. The University expects to receive full market value for the sale of this Property.

6.3 Contract of Sale of Real Estate
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 of sale of real estate drafted by the University which will include the terms discussed herein and in Respondent’s Response.
7. Response

7.1. Information

The name and other general contact information of the Buyer

7.2. Financial qualifications

Please provide a statement of financial qualifications that includes the following information:

- Names and addresses of three current financial references, including a primary bank;
- Have You or Your officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties been adjudged bankrupt, either voluntarily or involuntarily, within the past ten years? If so, explain;
- Is there pending litigation against You or Your officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under $250,000? If so, explain;
- Audited financial statements for the previous three years for the Respondent;
- Report from any financial credit rating service for the Respondent;
- Any other financial statements and/or other documents that would indicate acceptable financial standing and the ability of Respondent to fund the proposed purchase of the Property.

Item(s) submitted should be sufficient to permit the University to determine the Respondent's financial capacity to fund the proposed purchase of the Property. The Respondent may wish to mark the financial statements in accordance with Section 3.1.5.

7.3. Offer

Please provide Your offer for the Property.  ________________________________________________

7.4. The Anticipated Use of the Property

Please provide the following:

- The anticipated use of the Property.
- Identify the potential governmental agency reviews and approvals necessary for the anticipated use of the Property, including rezoning, conditional use permits, and any anticipated environmental review document.
- How the use of the Property will impact the surrounding area and how such impacts will be mitigated by Respondent.
- Any other features You deem pertinent to Your Response.

7.5. Risks

Please include with Your response: (1) Your identification and assessment of the risks associated with a project such as the one described herein, and (2) a description of Your measures and approaches to address and/or neutralize those risks.

7.6. Earnest Money

Please provide evidence of Your capacity timely to tender in escrow (with First American Title Company, as instructed by the University) earnest money in the amount of twenty-five thousand dollars ($25,000.00) if the University accepts or otherwise negotiates a purchase agreement with you. "Timely" means within five (5) business days of such agreement. Failure to timely tender shall establish the University’s right, at its sole and exclusive discretion, to rescind any pertinent agreement(s) reached through that point in time, and further to take any and all actions it deems necessary to accomplish the purposes of this Solicitation.
7.7. 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.