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***OKLAHOMA STATE  
UNIVERSITY***

**REQUEST FOR PROPOSAL  
BOND COUNSEL SERVICES**

<b>Proposal Number:</b>	<b>OS-193051-JDT</b>
<b>Proposal Issue Date:</b>	<b>November 4, 2019</b>
<b>Proposal Due Date:</b>	<b>3:00 p.m., Central Time November 15, 2019</b>
<b>Questions Due:</b>	<b>12:00 p.m., Central Time November 8, 2019</b>
<b>Submit Proposals to:</b>	<b>Joe Teel, Senior Buyer Oklahoma State University The Office of Central Procurement 1224 N. Boomer Road Stillwater, OK 74078-3500</b>

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## A. GENERAL PROVISIONS

### A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Best Value" means tradeoff between price and performance that provides the greatest overall value and benefits proposed within the scope of a solicitation.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Lowest and Best" means an acquisition based on criteria which include, but are not limited to the following: The lowest total purchase price, the quality and reliability of the product, and the consistency of the proposed acquisition with the OSU/A&M Board of Regents planning documents and announced strategic program direction.
- A.1.6. "Responsibility" or "Responsible Supplier" means a supplier who demonstrates capabilities in all respects to fully perform the requirements of a contract that may include, but may not be limited to, finances, credit history, experience, integrity, perseverance, reliability, capacity, facilities and equipment, which will ensure good faith performance.
- A.1.7. "Solicitation" means a request or invitation by the Chief Procurement Officer or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.8. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### A.2. Bid Inquiries

All inquiries during the bid and evaluation process must be directed to the Buyer of Record, OSU and the A&M Systems Purchasing Department, by phone at 405-744-5984, fax 405-744-5187, email [purchase@okstate.edu](mailto:purchase@okstate.edu), or if you are responding to an online solicitation please use the associated Question and Answer Board. Contact with the end user, department, or contracted parties during the bid and evaluation process may disqualify bid.

### A.3. Bid Submission

- A.3.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with completed information and any other forms required by the solicitation.
- A.3.2. Bidders shall submit only **ONE** response per item and guarantee unit price to be correct
- A.3.3. Any separate agreement that will be required by the bidder must be returned with the initial bid response.

#### **A.4. Solicitation Amendments**

- A.4.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Purchasing Department.
- A.4.2. It is the Bidder's responsibility to check the public website and your registered SciQuest supplier portal frequently for any possible amendments that may be issued. The OSU and A&M System is not responsible for a bidder's failure to download and complete any amendment documents required to complete a solicitation.

#### **A.5. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Purchasing Department with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.6.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.6.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.6.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.6.1.2. of this certification; and
  - A.6.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.6.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.
- A.6.3. The OSU and A&M Systems reserves the right to conduct our own independent investigations into your company through whatever means are deemed necessary to determine responsibility.

#### **A.7. Bid Opening**

- A.7.1. Sealed bids related to Title 61 of the Oklahoma Statutes will be opened by the Oklahoma State University Purchasing Department at the office of the Chief Procurement Officer or designee, 1224 N Boomer Rd, Stillwater, OK 74078 (unless otherwise specified), at the time and date shown on this bid.
- A.7.2. When a public bid opening is requested for sealed bids other than that of Title 61 of the Oklahoma Statutes, the opening will be held at a predetermined location, and only the responding bidder(s) names will be disclosed.

#### **A.8. Open Bid / Open Record**

Pursuant to the Oklahoma Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for Oklahoma State University and the A&M System outweigh the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5) and 24A.10]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Chief Procurement Officer as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. § 34.11.1(H)(2) and 74 O.S. § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. It is suggested that the confidential sections be identified in the bid document and those items submitted under separate cover. The Chief Procurement Officer shall make the final decision as to whether the documentation or information is confidential. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.9. Late Bids**

Bids received by the Purchasing Department after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.10. Legal Contract**

- A.10.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the OSU and A&M System Procurement Office, shall constitute a contract.
- A.10.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.10.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.10.2.2. Solicitation, as amended (if applicable); and
  - A.10.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.10.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
- A.10.4. Oklahoma law requires each bidder submitting a response to an agency of the State of Oklahoma for goods or services to furnish a signed statement of non-collusion, therefore this bid is INVALID if not signed. This requirement may be satisfied by electronic signature or acknowledgement as permitted by the Chief Procurement Officer.

#### **A.11. Pricing**

- A.11.1. Bids shall remain firm for a minimum of one hundred eighty days (180) days from the solicitation closing date.
- A.11.2. Bidders guarantee unit prices to be correct.

#### **A.12 Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.13. Clarification of Solicitation**

- A.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Purchasing Department and the Buyer as specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.13.2. If a bidder fails to notify the Buyer of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.13.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the Buyer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.14 Negotiations**

- A.14.1. When the solicitation evaluation criteria is Best Value, the OSU/A&M Chief Procurement Officer reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the OSU/A&M Universities. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that will mitigate risk. All issues will be considered negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the bidder's proposal.

#### **A.15. Rejection of Bid**

The Chief Procurement Officer reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may also be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability.

#### **A.16. Award of Contract**

- A.16.1. The Chief Procurement Officer may award the Contract to more than one bidder 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 by the Chief Procurement Officer to be in the best interest of The OSU and A&M Systems.
- A.16.2. Contract awards will be made to the best value bidder(s) unless the solicitation specifies that lowest and best criteria is being used.
- A.16.3. In order to receive an award or payments from the OSU and the A&M Systems, suppliers must be registered. The vendor registration process can be completed electronically through the OSU and A&M Systems Purchasing website at the following link: <http://purchasing.okstate.edu>

#### **A.17. Contract Modification**

- A.17.1. The Contract is issued under the authority of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges as delegated to the Chief Procurement Officer who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the Chief Procurement Officer.
- A.17.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Purchasing Department in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.18. Delivery, Inspection and Acceptance**

- A.18.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the requesting department at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. OSU and the A&M Systems assume no responsibility for goods until accepted by the requesting department at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.18.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Purchasing Department.

#### **A.19. Invoicing and Payment**

- A.19.1. Pursuant to 74 O.S. §85.44B, invoices will be paid in arrears after products have been delivered or services provided.
- A.19.2. Payment terms are Net 30 after receipt of goods or services and invoice.
- A.19.3. The System reserves the right to short pay invoices that include miscellaneous fees not included in the suppliers' quote, proposal, or contract with the System.

#### **A.20. Tax Exemption**

OSU and A&M acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.21. Audit and Records Clause**

- A.21.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with OSU and the A&M Systems, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.21.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.22. Non-Appropriation Clause**

The terms of any Contract resulting from this solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the department may terminate its obligations under the contract if sufficient appropriations are not made by the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) department's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.23. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.24. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Payne County, Oklahoma or other as designated by the OSU and A&M Systems.

#### **A.25. Termination for Cause**

- A.25.1. The supplier may terminate the Contract for default or other just cause with a minimum 30-day written request and upon written approval from the Purchasing Department. OSU and the A&M Systems may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.25.2. OSU and the A&M Systems may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of a department and detrimental to its cause, when conditions preclude the 30-day notice, or when the Chief Procurement Officer determines that an administrative error occurred prior to Contract performance.
- A.25.3. If the Contract is terminated, OSU and the A&M Systems shall be liable only for payment for products and/or services delivered and accepted.

#### **A.26. Termination for Convenience**

- A.26.1. OSU and the A&M Systems may terminate the Contract, in whole or in part, for convenience if the Chief Procurement Officer determines that termination is in the OSU and the A&M Systems' best interest. The Chief Procurement Officer shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Chief Procurement Officer.
- A.26.2. If the Contract is terminated, OSU and the A&M Systems shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.27. Insurance**

When applicable, the successful bidder will be required to maintain such insurance as will protect themselves as well as OSU and the A&M Systems from its contingent liability from claims under Worker's Compensation acts and from any other claims for damage as public liability from operations under this contract, whether such operations are by themselves or any subcontractor or anyone directly or indirectly employed by them. Certificates of such insurance shall be filed with OSU and the A&M Systems before a Purchase Order can be issued, and shall be subject to OSU and the A&M Systems approval of adequacy of protection per the following:

- A.27.1. The Certificate of Coverage will be made to: Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, 1224 N. Boomer Road, Stillwater, OK 74078 unless otherwise specified.
- A.27.2. Minimum coverages will include: Business Liability \$1,000,000. Automotive Liability \$1,000,000. Workers Compensation coverage as required by the State of Oklahoma. Other levels of coverage may be required or approved by the Chief Procurement Officer.

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Affidavit of Completion**

When applicable, any contract shall, in lieu of bond, demonstrate by means of an affidavit of payment, of all indebtedness incurred by such contractor or their subcontractor who performs work in performance of such contract, for labor and materials and repairs to and

parts for equipment used and consumed in the performance of said contract. The required affidavit will be attached to the purchase order issued to the successful bidder and must accompany the invoicing for final payment.

### **A.30. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30.1. Pursuant to Executive Order 11246 (as amended) Equal Employment Opportunity, all bidders shall complete the "Certificate of Compliance with Executive Order 11246 (as amended)" form for all bids exceeding \$10,000.

**A.30.2. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

A.30.3. If services include the use or disclosure of Patient Health Information (PHI) then a HIPAA Business Associates Agreement will be required prior to the beginning of services.

A.30.4. By submitting a bid for goods and/or services, the bidder certifies they hold a current sales tax permit in accordance with the laws of Oklahoma. Documentation of verification of a current sales tax permit may include a copy of the sales tax permit, the vendor's explanation of exemption, or confirmation of the permit's status obtained from the Oklahoma Tax Commission.

A.30.5. By submitting a bid for goods and/or services, the bidder certifies they are registered with the Secretary of State and franchise tax payment status pursuant to 68 O.S. §1203 and §1204.

### **A.31. Requirements for Criminal Background Checks**

The contractor awarded this Solicitation shall be fully responsible for the provision and support of goods and services required hereunder. Any subcontractors shall be approved in writing and in advance by Owner. Contractors and subcontractors and all visitors on campus related to this Contract shall conduct themselves in a professional and courteous manner at all times with Owner's faculty, staff, and students, as well as any other customers, contractors, visitors or other individuals with whom the contractor comes in contact as a result of this contract or in the course of providing goods or services hereunder while working on or visiting the Owner's campus.

A.31.1. If Owner, in its sole discretion, reasonably believes that an employee, agent, or subcontractor of the Contractor assigned to provide goods or services to Owner hereunder has engaged in conduct inconsistent with the requirements herein, Owner may notify the Contractor and the Contractor shall promptly reassign said employee, agent, or subcontractor so that he or she will no longer provide goods or services pursuant to this Contract.

A.31.2. The contractor warrants that it will only assign employees who have passed a criminal background check to perform work hereunder. The background check shall demonstrate the worker has no convictions or pending criminal charges which would render the worker unsuitable to be present on Owner's campus. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

A.31.3. The contractor warrants it is supplying employees who have passed a background check. Contractor agrees to defend, indemnify, and hold harmless Owner, its officers, directors, agents, and employees for any claims, suits, or proceedings alleging a breach of this warranty.

### **A.32. Information Technology**

A.32.1. If this purchase involves information technology products or services, they must be in compliance with the accessibility to information standard of Section 508 of the Rehabilitation Act of 1973

A.32.2. Pursuant to OAC 260:15, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Information Technology Accessibility Standards, issued by the Oklahoma Office of Management and Enterprise Services, in effect on the date of issuance of the contract.

### **A.33. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

**THE UNDERSIGNED AGREES TO THE ABOVE TERMS AND CONDITIONS**

DATE: \_\_\_\_\_





**The OSU and A&M Systems  
Purchasing Department**

**BID CERTIFICATE**

**THIS FORM MUST BE SIGNED AND UPLOADED IN THE SPECIFIED LOCATION PER THE ONLINE BID SYSTEM  
FOR YOUR BID TO BE VALID**

**CERTIFICATE OF NON-COLLUSION AND BUSINESS RELATIONSHIPS**

The undersigned, of lawful age, being first sworn upon oath, deposes and states as follows:

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders 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 bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. To any collusion among bidders in restraint of freedom of competition by agreement to bid 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;
  - c. In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contractor; or
  - d. To any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction of 74 O.S. § 85.45j.1.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. I further state that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement with the architect, engineer, or other party to this project; or any such business relationship between any officer or director of the bidder and any officer or director of the architectural or engineering firm or other party to the project are described as follows:

SIGNATURE: \_\_\_\_\_

PRINTED NAME/TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**[END OF BID CERTIFICATE]**





**OSU and the A&M  
Systems  
Purchasing Department**

**CERTIFICATE OF  
COMPLIANCE**

**CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER 11246  
(AS AMENDED)**

In entering into any resulting contract, as applicable, over \$10,000, the Contractor agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Orders 11375 and 11141 and as supplemented in Department of Labor regulations (41 CFR Part 50 et seq.). These specific requirements state:

**I. Compliance with Equal Opportunity Clause.**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contract agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 205 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contract may request the United States to enter into such litigation to protect the interests of the United States.

**II. Certification of Nonsegregated Facilities.**

By the submission of this bid and/or acceptance of purchase orders, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause set forth above. As

## CERTIFICATE OF COMPLIANCE

used in this certification, the term "segregated facilities" means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, because of habit, local custom, or otherwise. He further agrees (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of nonsegregated facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt for the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually). **These provisions must be included in any subcontracts awarded involving this Bid.**

#### CERTIFICATION:

If awarded this contract \_\_\_\_\_ agrees to comply with the provisions set forth in this Certificate of Compliance with Executive Order 11246 (as amended).

SIGNATURE: \_\_\_\_\_

PRINTED NAME/TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

[END OF CERTIFICATE OF COMPLIANCE]

## **REQUEST FOR PROPOSAL** **BOND COUNSEL SERVICES**

### **1.0 Scope of Work**

- 1.1. The Board of Regents for Oklahoma State University and the Agricultural & Mechanical Colleges (the University) invites interested law firms to submit proposals to furnish the University with bond counsel services to assist with the issuing of general, limited, and special obligation bonds (“General Revenue Bonds”) in support of the projects listed below in Section 1.2. The University intends to issue bonds pursuant to Section 3980.1 et seq. of Title 70 of the Oklahoma Statutes. The description of the projects, basis of selection and other terms and conditions are contained herein.

Any fees and expenses incurred under a resulting contract will be paid only on a contingency basis upon the actual issuance of the bonds and will be subject to the approval of the Deputy State Treasurer for Debt Management. Interested law firms should submit a specific proposal using this Request for Proposal as a guideline, and in accordance with the Specific Requirements of Bond Counsel listed in Section 3.0, and Proposal Requirements in Section 4.0.

### **1.2. Description of the Projects**

The bond counsel (also referred to as the “Firm”) will participate with the staff of the University, the University’s financial advisor, selected underwriters, and the Deputy State Treasurer for Debt Management in the development and implementation of an effective method of structuring and issuing General Revenue Bonds of the University. It is anticipated any debt issued for OSU-Stillwater will be a general revenue obligation of Oklahoma State University, pursuant to Section 3980.1 et seq. of Title 70 of the Oklahoma Statutes, and will be secured by all lawfully available sources of revenue other than revenues appropriated by the Oklahoma Legislature from tax receipts and certain other restricted moneys, pursuant to a Master Resolution approved and established in 2009. The Master Resolution created a Financing System composed of the OSU-Stillwater and the OSU-Tulsa campuses. Since 2009, the University has issued thirteen series of bonds under the Master Resolution.

At this time, the University is considering the issuance of General Revenue Bonds as described above to fund the projects described below. There is no guarantee that all this project will be financed with bonds. It is possible that bonds for this project may be issued in multiple series of bonds at different times, with the Bond Counsel selected pursuant to this Request for Proposal providing services for each such financing.

### **Project**

This project consists of (i) funding capital expenditures related to the Engineering South Renovation (\$14,000,000); Music School (\$11,000,000); and Flight Center (\$5,000,000); and (ii) refunding for savings in interest expense (a) Oklahoma Development Finance Authority (“ODFA”) Master Lease Program debt issued on behalf of Oklahoma State University to provide lease purchase financing to several University projects, and (b) General Revenue Bonds of the University. The University anticipates refunding the (i) Real Property Master Lease Series 2010B, 2011A, and 2011C, (ii) Master Equipment Lease Series 2010A and 2011C, and (iii) General Revenue Bonds Series 2013B and 2013C once the University, its financial advisor, and Deputy State Treasurer for Debt Management agree on a proposed refunding plan. The Master Equipment Lease Series 2010A and 2011C and the portion of the General Revenue Bonds Series 2013C related to the Bert Cooper Lab will be refunded on a taxable basis.

For identification purposes, the base CUSIP numbers are 67884E and 67884G for the Oklahoma Development Finance Authority Oklahoma State System of Higher Education's Master Real Property Lease Revenue Bonds and the Oklahoma Development Finance Authority Oklahoma State System of Higher Education's Master Equipment Lease Revenue Bonds.

<u>Issue &amp; Project Description</u>	<u>Final Maturity Date &amp; Term of Project Financing</u>	<u>Original Issuer Par &amp; Project Fund Deposit</u>	<u>Principal Outstanding by Project as of October 1, 2019</u>
The ODFA Oklahoma State System of Higher Education Master Real Property Lease Revenue Bonds Series 2010B Venture 1 Purchase	June 1, 2035 20 Years	\$9,870,000 \$7,500,000	Not Applicable \$4,943,000
The ODFA Oklahoma State System of Higher Education Master Real Property Lease Revenue Bonds Series 2011A Wentz Lane Parking Garage Colvin Annex Renovation	June 1, 2041 20 Years 20 Years	\$39,045,000 \$7,000,000 \$3,000,000	Not Applicable \$4,958,000 \$2,058,000
The ODFA Oklahoma State System of Higher Education Master Real Property Lease Revenue Bonds Series 2011C UML Construction	June 1, 2041 20 Years	\$19,435,000 \$2,000,000	Not Applicable \$1,398,000

<u>Issue &amp; Project Description</u>	<u>Final Maturity Date &amp; Term of Project Financing</u>	<u>Original Issuer Par &amp; Project Fund Deposit</u>	<u>Principal Outstanding by Project as of October 1, 2019</u>
The ODFA Oklahoma State System of Higher Education Master Equipment Lease Revenue Bonds Series 2010A Energy Savings Project	June 1, 2030 20 Years	\$13,955,000 \$10,000,000	Not Applicable \$6,410,000
The ODFA Oklahoma State System of Higher Education Master Equipment Lease Revenue Bonds Series 2011C Utility Project	June 1, 2031 20 Years	\$16,955,000 \$10,000,000	Not Applicable \$6,946,000

<u>Issue &amp; Project Description</u>	<u>Final Maturity Date</u>	<u>Original Issue Par</u>	<u>Principal Outstanding as of October 1, 2019</u>
OSU General Revenue Refunding Bonds Series 2013B	August 1, 2033	\$19,365,000	\$12,015,000
OSU General Revenue Refunding Bonds Series 2013C	August 1, 2043	\$80,230,000	\$71,900,000

### 1.3. Background

The intent of this Request for Proposal is to seek bond counsel that will provide the necessary services related to and until the financing for the above project is completed. The bond counsel will be asked to determine the legality and possible ramifications to the University of completing the above bond issue(s), as well as an opinion detailing the tax treatment of interest earnings on the bonds.

As of October 31, 2019, the University had two outstanding series of revenue bonds and twelve series of general revenue bonds on two campuses with an outstanding principal amount totaling \$462,440,000. The original par amount of the outstanding bond issues was \$539,855,000.

There is no guarantee that the University will issue any bonds for the project; therefore, proposers must understand and agree that the payment of any bond counsel fee or reimbursement of any expense is contingent upon the development, sale and delivery of a bond issue.

## 2.0 Terms and Conditions

The following terms and conditions establish the University's rights and expectations with respect to the services sought hereunder. Unless otherwise specifically proposed by the Firm selected, each term or condition herein shall, upon award by the University, have the force and

effect of a contractual understanding between the University and bond counsel. The University may pursue any remedy legally available to it in the event the Firm breaches or violates any such term or condition. The terms and conditions listed below will govern in the submission and evaluation of proposals and the award of a contract. Firms submitting a proposal are requested to carefully review the terms and conditions listed below.

**2.1. Organization of the Request** This Request for Proposal is organized as follows:

- 1.0 Scope of Work
- 2.0 Terms and Conditions
- 3.0 Specific Requirements of Bond Counsel
- 4.0 Proposal Requirements
- 5.0 Proposal Form and Attachments

**2.2. Schedule** The following schedule will apply to this proposal project:

- 1. Evaluations are to be completed within two weeks after the Request for Proposal closing date
- 2. Presentations (if necessary) will be scheduled for finalists
- 3. Approval of selection by the University and the OSU A&M Board of Regents
- 4. Award of contract by the OSU Purchasing Department
- 5. Commencement of services expected to begin immediately upon completion of contract.

**2.3. Inquiries** Direct all inquiries relative to the conditions and specifications listed herein to:

Joe Teel, Senior Buyer  
Oklahoma State University  
The Office of Central Procurement  
1224 N. Boomer Rd.  
Stillwater, OK 74078-3500

E-Mail: [purchase@okstate.edu](mailto:purchase@okstate.edu)  
Phone: 405-744-8403.

**2.4. Proposal Submission Formats**

- 2.4.1. Firms shall submit an original, two (2) copies, and two (2) CDs or USB flash drives of the proposal to the address indicated in 2.3. Sealed proposals shall be opened by the Purchasing Department at the time and date indicated in this Request for Proposal.
- 2.4.2. Proposers must provide written acceptance and acknowledgement of all specific requirements listed in Part 3.0, and a complete point-by-point response to all specifications and requirements listed in Part 3.0 and Part 4.0. Proposers shall properly execute and submit the required forms listed in Section 5.4.
- 2.4.3. All pricing will be indicated on the Proposal Form provided in Part 5.0. Pricing will be submitted on a best and final offer basis.
- 2.4.4. All required signatures must be affixed as indicated in Part 5.0, Proposal Form.
- 2.4.5. Submit proposals to:  
Joe Teel, Senior Buyer

Oklahoma State University  
The Office of Central Procurement  
1224 N. Boomer Rd.  
Stillwater, OK 74078-3500

2.4.6. Proposal envelopes will be marked:

**OS-193051-JDT**

Closing Date: November 15, 2019

2.4.7. Proposals must be submitted as a sealed bid by the closing date and must include all items outlined in sections 2.4.1 and 5.0 of this document. The University shall not accept proposals sent by fax or electronic mail.

2.4.8. Under the terms of the contract that will be issued as provided under the terms of this request for proposal, the Firm chosen as the successful proposer shall be prohibited from bidding on or becoming a purchasing partner of any bonds sold by the University during the initial offering period.

2.5. The terms and conditions listed below will govern the submission and evaluation of proposals and the award of a contract. Proposers are requested to carefully review the terms and conditions listed below.

## 2.6. **Contract Status**

The response to this Request for Proposal will be considered as an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any minor differences and informalities. If such differences cannot be resolved to the University's satisfaction, negotiation with the next highest evaluated offer will be initiated. After final negotiations, an acceptance of any modified proposal offer will be issued by the University in accordance with paragraph 2.6.1 below. The resulting contract will terminate upon completion of the projects.

2.6.1. **Contract Format** The resulting contract will incorporate this proposal, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of the documents will constitute the final contract.

2.6.2. **Contract Termination for Cause** The University may terminate any resulting contract for cause by providing a Show Cause Letter to the Firm citing the noncompliance with the contract.

2.6.2.1. The contractor shall have ten days to reply to the Show Cause Letter and indicate why the contract should not be terminated.

2.6.2.2. The contractor shall then have 30 days to cure the noncompliance cited in the Show Cause Letter.

2.6.2.3. If the noncompliance is not cured within 30 days, the University will terminate the contract and negotiate a termination schedule.

2.6.3. **Contract Modification** All changes to the contract must be agreed to in writing by both parties prior to executing any change.

- 2.6.4. **Contract Assignment or Sub Contract** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

## 2.7. Proposal Status

- 2.7.1. **Right to Reject** The University reserves the right to reject any or all proposals and is not bound to accept the lowest cost proposal if that proposal is determined not to be in the best interests of the University.
- 2.7.2. **Effective Period of Proposals** The proposals submitted must remain in effect for a period of 90 days after the closing date.
- 2.7.3. **Required Signatures** All signatures must be affixed and notarized on the forms provided in Part 5.0 of this proposal.
- 2.7.4. **Minor Informalities** The University reserves the right to waive minor informalities in proposals.
- 2.7.5. **Price Negotiation** Since the award may be made without negotiations, proposers must offer their best pricing at the time of proposal submission. However, the University reserves the right to negotiate price with any Firm at any time, for any reason, including if it is determined after award that any bonds must be issued on a taxable basis.
- 2.7.6. **Withdrawal of Proposals** Proposals may be withdrawn at any time prior to the closing date, but no respondent may withdraw a proposal after that date for 90 days.

## 2.8. Indemnification Requirements

The below listed requirements are mandatory for protecting the interests of the University.

- 2.8.1. **Liens** The successful bond counsel shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the bond counsel.
- 2.8.2. **Choice of Laws and Venue** The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action to enforce the contract shall be in Payne County, Oklahoma.
- 2.8.3. **Actions of Contractor** The University is under no obligation whatsoever to be bound by the actions of the selected bond counsel with respect to third parties. The bond counsel is not a division, partner, or agent of the University.

## 2.9. Pre-Award Presentations and Negotiations

- 2.9.1. **Pre-Award Presentations** As part of the proposal evaluation process, the University may require presentations from the highest ranked proposals.
- 2.9.2. **Pre-Award Negotiations** Prior to award, the University may elect to conduct negotiations with the highest ranked proposers for the purposes of:
- 2.9.2.1. Resolving minor differences and informalities;



- 2.9.2.2. Clarifying necessary details and responsibilities;
- 2.9.2.3. Emphasizing important issues and points;
- 2.9.2.4. Receiving assurances from proposers;
- 2.9.2.5. Exploring ways to improve the final contract.

### **3.0 Specific Requirements of Bond Counsel**

- 3.1. The services being requested from bond counsel in connection with this Request for Proposal include but are not necessarily limited to the following:
  - Assist the University with satisfaction of all conditions precedent to the issuance of bonds for the project.
  - Assist the financial advisor and underwriter's counsel, who will assume primary responsibility, with the preparation of the Preliminary and Final Official Statement and other documentation required to market the issues.
  - Review the projects for private activity and provide a determination as to whether the project is eligible for tax-exempt debt financing. The University regularly issues taxable debt to address private business use (PBU) concerns.
  - Assist with the review of primary disclosure documents and advise on compliance with applicable rules of the Municipal Securities Rulemaking Board (MSRB).
  - Assist the University with its efforts to ensure compliance with all applicable Federal Arbitrage regulations.
  - Other special tax issues as may be needed.
- 3.2. The University has selected Hilltop Securities Inc. to serve as financial advisor during a period of time that will coincide with the successful bond counsel's contract. The bond counsel must agree to work with Hilltop Securities Inc. during the term of the contract on legal and financial issues relating to the project.
- 3.3. In the event the project is determined to be feasible, it is anticipated that bond counsel will work with the University administration, financial advisor, and underwriter's counsel to prepare a preliminary official statement and final official statement fully describing the specific debt, the project and its associated costs, the source of funds to pay back the financing. The bond counsel will determine the legality of the University to acquire funding, and the legal ability of the University to use certain monies to pay back the project financing.
- 3.4. The bond counsel will provide support to the financial advisor and underwriter's counsel with the preparation of the preliminary and final official statements, and provide advice to the University to assist it in making full disclosure in accordance with guidelines established by the Municipal Securities Rulemaking Board (MSRB) and Government Finance Officers Association (GFOA). Bond counsel will also be expected to advise the University of its responsibilities for continuing disclosure.
- 3.5. The bond counsel shall be fully knowledgeable about federal and state statute authorization pertaining to bond issues and other financing arrangements of higher education projects in the State of Oklahoma, and the legal authority of the University to enter into such financing arrangements.

- 3.6. The successful proposer shall handle all legal issues and proceedings in connection with the sale and delivery, if any, of any bonds, including the preparation of documents such as bond resolutions, trust agreements, provision of all required opinions, and any other instruments necessary and incidental to the sale and delivery of bonds. This requirement shall also include services associated in working with state officials such as the Attorney General of the State of Oklahoma, State Treasurer, and the Deputy State Treasurer for Debt Management.
- 3.7. Bond counsel may be called upon to participate in the solicitation of credit ratings and/or credit enhancements. In this process, bond counsel will be expected to provide a description of the legal framework within which the obligations will be offered and clarification of any questions concerning the rights and responsibilities of the Issuer in the transaction.
- 3.8. Bond counsel shall be responsible for the preparation of a “transcript of proceedings” which shall include all documents necessary for the authorization, issuance, sale and delivery of the certificates, and all other official documents related to the issuance. A minimum of two (2) bound transcripts, and two (2) CD-ROM or USB flash drives of the transcript must be provided to the University. In addition, one (1) unbound transcript must be provided to the Oklahoma Attorney General and one (1) CD-ROM of the transcript must be provided to Deputy State Treasurer for Debt Management.
- 3.9. The selected bond counsel shall render an unqualified legal opinion to the purchasers of any bond issue that might be sold. This opinion must be without cost to the purchasers of the bonds.
- 3.10. The bond counsel selected must be willing to undertake the work described herein on a contingent fee basis, with a bond counsel fee paid only in the event a bond issue is sold and the bonds delivered.
- 3.11. The bond counsel shall be reimbursed for all incurred direct project legal expenses such as printing, copying, and distribution of the trust indenture, bond instruments, and other documents contingent on a bond issue being sold and subject to approval of the Deputy State Treasurer for Debt Management. Request for reimbursement of expenses shall be documented with an invoice or other form of documentation acceptable to the University and must be within a not-to-exceed amount included with the Firm’s bid. Travel and per diem costs are the responsibility of the bond counsel and shall be considered as a part of the fee charged for development of the bond issue.
- 3.12. The bond counsel must understand and agree to present to the appropriate University officers, Board of Regents' Legal Counsel, the University’s financial advisor and the Deputy State Treasurer for Debt Management for advance review and approval, bond resolutions, trust indentures all other documents associated with the financing. These documents must be structured to meet current financing objectives and provide future financing flexibility.
- 3.13. The bond counsel selected by the University must also furnish advice and counsel concerning the legality of various structures and methods of sale regarding financing alternatives such as, variable rate demand notes, lease purchase agreements, if appropriate. If requested, the bond counsel will discuss this information and findings with University administration and/or the A&M Board of Regents.
- 3.14. Provide overnight delivery (when required) of documents and materials to the University, its financial advisor, and other state agencies and offices. The cost of this delivery shall be reimbursed by the University, subject to the submission of appropriate documentation.

- 3.15. Proposal amounts must be stated as a flat fee basis for the work to be performed. Amounts proposed in terms of a rate per hour without a maximum will result in disqualification of the proposal. Regardless of the amount proposal, the final compensation is subject to the approval of the Deputy State Treasurer for Debt Management.
- 3.16. Pursuant to Oklahoma law, all fees and expenses are subject to the approval of the Deputy State Treasurer for Debt Management. Additionally, engagement of the proposing attorney or firm may be subject to the approval of the Attorney General of Oklahoma if the anticipated cost of Representation is \$20,000 or more. It is recommended that any proposing attorney or firm file a completed AG Form 1917-1 with the Attorney General of Oklahoma in order to be placed on the list of private attorneys maintained by the Attorney General.
- 3.17. O.S. Title 74, Section 85.41 (E) also requires that any professional service contract entered into by an agency of the State shall include an audit clause which provides that books, records, documents, accounting procedures, practices, or other items of the services provided to the contract are subject to examination by the State Auditor and Inspector and the agency. This requirement will be incorporated into the agreement with the successful proposer.

#### 4.0 **PROPOSAL REQUIREMENTS**

- 4.1. Proposals should be prepared simply and economically providing straightforward, concise responses designed to satisfy each Request for Proposal requirement. **No printed brochures or materials other than written responses to the specific requirements should be provided. Proposals should be tabbed to facilitate review and evaluation.**
- 4.2. Proposers shall ensure that the original and each copy of the proposal are individually bound. The proposals shall be clearly marked; for example, "Original," "Copy One," "Copy Two" and so on. Each copy of the proposal should be bound in a single volume and all documentation submitted with the proposals should be contained therein.
- 4.3. Describe your firm including locations of all offices and specify the office that will serve the University.
- 4.4. Indicate the number of years the firm has existed, the number of years it has served tax-exempt clients as bond counsel, the number of professionals qualified to provide bond counsel services, and any changes in the ownership of the firm in the last five years.
- 4.5. Identify the individual(s) who will serve as bond counsel to the University. Limit the number of individuals to no more than two (2) and indicate which will serve as a day-to-day contact. Please furnish a brief resume that describes the professional experience of each individual to be assigned.
- 4.6. Experience: Provide a list of tax-exempt and taxable bond issues the firm has completed in the last three years. Indicate, clearly, which of those were for agencies of the State of Oklahoma and specify which counsel services were provided by the individuals identified in 4.5 above. Indicate which issues were sold by negotiated sale.
- 4.7. Provide three (3) references from the transactions listed in item 4.6, above. The references should be the governmental official with whom your firm worked most closely on the transaction. For each reference, provide the individual's name, title, e-mail address and telephone number. Please provide references that are familiar with the work of the individuals identified in 4.5 above.

- 4.8. Provide a brief statement of your understanding of this project and the scope of services being requested. Describe your firm's ability to respond quickly, if selected. Assuming an December 9, 2019, contract effective date identify the legal steps necessary to close on bonds issued for the projects described in Section 1.2.
- 4.9. Provide a brief listing of all services, in addition to those outlined above, that would be provided as bond counsel. If there are any services that you expect will be needed that your firm cannot provide, please describe in as much detail as possible. If you believe special tax counsel is necessary, please provide at least two fee quotes from qualified firms for this service. If fee quotes for special tax counsel services are not included, any costs for such services during the period of this engagement will be deducted from the quoted bond counsel fee.
- 4.10. Provide a summary of any inquiries, investigations or litigation over the past five years (including those in progress) that concern your firm's (or any employee's) bond counsel or other legal service activities. Include a description of any findings or actions taken against your firm or employees by any court or regulatory authority, including fines, suspensions, censure, etc.
- 4.11. In accordance with O.S. Title 74, Section 85.41 (F), enacted into law in 1986, a Personal Service Contract Affidavit, included as Attachment No.1, must be signed, notarized, and returned with the proposals.

#### **5.0 PROPOSAL FORM (Attached – 3 pages)**

**Proposers shall note that proposals must be made on the forms that follow (Section 5.4). Amounts of the proposal shall be completely filled in. Enclose the proposal form and attachments in a sealed envelope plainly marked and addressed as follows:**

- 5.1. The name and address of the proposer shall appear in the upper left-hand corner of the envelope.
- 5.2. The lower left-hand corner of the envelope shall be marked as follows:

**OS-193051-JDT**

- 5.3. The envelope shall be addressed to:

Joe Teel, Senior Buyer  
Oklahoma State University  
The Office of Central Procurement  
1224 N. Boomer Rd.  
Stillwater, OK 74078-3500

- 5.4. Failure of the proposer to execute and submit the following forms, properly executed, with the proposal WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL:**

- A. Terms & Conditions, Non-Collusion, & Certificate of Compliance (behind Cover Page)
- B. Proposal Form                      Complete and sign all three pages as indicated;
- C. Attachment 1:                      The Professional Service Contract Affidavit;

- D. Attachment 2: Factors to be Considered in Evaluating Bond Counsel;
- E. Attachment 3: The Affidavit of Non-Segregated Facilities, Non-Discrimination, Anti-Collusion, and Business Relationships;
- F. Attachment 4: Certificate of Independent Price Determination;
- G. Attachment 5: Certificate of No Conflicting Relationships;

A copy of each of the documents is bound in the specifications.

Questions concerning this Request for Proposal must be submitted in writing not later than 12:00P.M. November 8, 2019. Written responses to inquiries will be provided to all firms who have received the Request for Proposal. Inquiries should be sent to Mr. Joe Teel, 1224 N. Boomer Road, Stillwater, Oklahoma 74078-3500. Questions must be submitted by facsimile transmission to Mr. Teel at (405) 744-8403, or via e-mail to [purchasing@okstate.edu](mailto:purchasing@okstate.edu). Direct contact with other University staff to discuss the Request for Proposal during the Request for Proposal process is prohibited.

**PROPOSAL FORM – Page 1**

**BOND COUNSEL**

Date: \_\_\_\_\_

Proposal of \_\_\_\_\_

\_\_\_\_\_

(hereinafter call Proposer), a Corporation/partnership/an individual doing business as

\_\_\_\_\_

\_\_\_\_\_

TO: The Board of Regents for Oklahoma State University and the Agricultural and Mechanical Colleges (hereinafter called the University).

Gentlemen:

The Proposer, in compliance with your Request for Proposals for the bond counsel services  
regarding the Oklahoma State University projects listed in the Request for Proposal  
(OS-193051-JDT) under Section 1.2,

having examined the plans and specifications with related documents and being familiar with all of the conditions surrounding the work, hereby agree to perform the work required by the project in accordance with the contract documents, within the time set forth in the Instructions to Proposers, and at the price stated hereafter.

Proposer acknowledges receipt of the following addenda in event subsequently issued.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSAL FORM – Page 2**

**BOND COUNSEL**

For each series of bonds issued to fund the potential projects detailed in Part 1.2, the Proposer agrees to perform all of the required services for the not-to-exceed fee cited below. It is desirable that the new money for the General Revenue Bonds be issued in one series of bonds. The bid provided below is to include all incidental expenses incurred by the bond counsel, including travel and per diem costs. Pre-approved travel costs incurred for meetings with rating agencies and/or bond insurance companies will be reimbursed by the University, subject to the approval of the Deputy State Treasurer for Debt Management.

\$\_\_\_\_\_, or \_\_\_\_\_ USD per new money and refunding general revenue bond issue, if any;

Expenses will not exceed \$\_\_\_\_\_, or \_\_\_\_\_ USD per bond issue, if any. Expenses billed against the cap will be subject to receipt of documentation in a form acceptable to the University.

If you believe special tax counsel is necessary, please provide at least two fee quotes from qualified firms for this service. If fee quotes for special tax counsel services are not included, any costs for such services during the period of this engagement will be deducted from the quoted bond counsel fee.

Amounts shall be shown in both words and Arabic numerals. In case of discrepancy, the amount shown in words shall govern.



**PROPOSAL FORM – Page 3**

**BOND COUNSEL**

The proposer hereby agrees to commence work under this contract on or before a date to be mutually agreed upon with the University and to fully complete the project within the time specified.

The University reserves the right to reject any and all proposals.

Proposer agrees that his/her proposal shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof.

(Seal if proposed by Corporation)

Respectfully Submitted,

FIRM \_\_\_\_\_

FEI/SS NO. \_\_\_\_\_

SIGNED BY \_\_\_\_\_

\_\_\_\_\_  
(NAME AND TITLE)

SIGNATURE \_\_\_\_\_

STREET \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

**ATTACHMENT NO. 1**

**PROFESSIONAL SERVICE CONTRACT AFFIDAVIT**

I, \_\_\_\_\_, FEI/SS# \_\_\_\_\_  
(Name)

have not previously entered into a contract with the agency or any other state agency which would result in a substantial duplication of the final product required by the proposed contract.

**Signed:** \_\_\_\_\_

**STATE OF** \_\_\_\_\_)

**COUNTY OF** \_\_\_\_\_)

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the within and forgoing instrument as its \_\_\_\_\_ and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such agency, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year above written.

\_\_\_\_\_  
*Notary Public*

**My commission expires:** \_\_\_\_\_

## **ATTACHMENT NO. 2**

### **FACTORS TO BE CONSIDERED IN EVALUATING BOND COUNSEL**

#### **Information to be Provided by Proposers**

**In addition to items 1 and 2 below, please provide the information requested in Parts 3.0 and 4.0 of the Request for Proposal as an attachment hereto. Please respond in the order presented in Parts 3.0 and 4.0.**

1. Cost to the University.
2. Experience in the development and sale of bond issues for higher education institutions.
3. Responses to Part 3.0 of the Request for Proposal.
4. Responses to Part 4.0 of the Request for Proposal.

**ATTACHMENT NO. 3**

**AFFIDAVIT OF NONDISCRIMINATION, NONSEGREGATED FACILITIES,  
NONCOLLUSION, BUSINESS RELATIONSHIPS**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The undersigned, of lawful age, being first duly sworn upon oath, deposes and states that I am the duly authorized agent of the bidder submitting the attached bid and am authorized by said bidder to execute the within affidavit.

I further swear that if said bidder is successful on this project, it will not discriminate against anyone in employment or employment practice because of race, color, religion, sex, or national origin. The undersigned further states that said bidder will comply with all federal and state laws and execute orders concerning the subject of nondiscrimination.

The undersigned further states that said bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions to bidders for this project at any of its establishments, nor permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The bidder further agrees that a violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereto. Said bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding Ten Thousand Dollars (\$10,000) which are not exempt from the provisions of the equal opportunity laws, and that said bidder will retain such certifications in its files.

The undersigned further states that for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders 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 bid to which this statement is attached; that I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and that neither the bidder nor anyone subject to the bidder's direction or control has been a party: (a) to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; nor (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 contractor; (c) in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement with the architect, engineer, or other party to this project; or any such business relationships between any officer or director of the bidder and any officer or director of the architectural or engineering firm or other party to the project are described as follows:

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NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Affiant

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary

## ATTACHMENT NO. 4

### CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the respondent certifies that in connection with this procurement:

1. Prior to the date established herein as the deadline for proposal submission, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent, directly or indirectly, to any other respondent or to any competitor;
2. No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing this proposal certifies that:

1. He/she is the person in the respondent's firm responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to the restrictions cited above, or;
2. He/she is not the person in the respondent's firm responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the restrictions cited above and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to the restrictions cited above.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**ATTACHMENT NO. 5**

**CERTIFICATE OF NO CONFLICTING RELATIONSHIPS**

The undersigned hereby certifies that:

1. He/she is an officer of the respondent, authorized to commit the respondent to all terms and conditions outlined in this proposal, and;
2. No conflict of interest exists, or is likely to exist, between the respondent and the procuring agency, and;
3. No relationship exists between the respondent and the procuring agency or any of its employees that would in any way interfere with fair competition in the selection process, and;
4. There is no relationship, contractual or otherwise, between the respondent and any other individual, firm or organization that may be a party to the contract that may be a conflict of interest or would in any way interfere with the respondent's ability to perform the duties described in the Request for Proposal.
5. Except as described in its proposal, the respondent will not receive any compensation, directly or indirectly, in connection with the proposed offering without the prior written approval of the Issuer and the Deputy State Treasurer for Debt Management.
6. The respondent will neither make, nor cause to be made, any payment to a third party in connection with the proposed offering, or the investment of the proceeds of the proposed offering, without the prior written approval of the Issuer and the Deputy State Treasurer for Debt Management.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_