



OWENS STATE COMMUNITY COLLEGE

COMMERCIAL REALTOR SERVICES

REQUEST FOR PROPOSALS

August 22, 2016

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1.0 REQUEST FOR PROPOSALS PROCESS

1.1 GENERAL INFORMATION

Owens State Community College is soliciting proposals from qualified companies for Commercial Realtor Services. **Sealed proposals will be received until 1:00pm on September 7, 2016**

All proposals should be clearly marked "**Commercial Realtor Services**" and addressed to **Danielle Tracy, Director, Campus Planning and Services**, Business Affairs Office, Owens State Community College, P.O. Box 10000, Toledo, Ohio 43699-1947. If you plan on dropping off your response in person or via a courier service, the Business Affairs Office is located in Administration Hall, 30335 Oregon Road, Perrysburg, OH 43551.

Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, Owens may or may not decide to consider the proposal regardless of the reason for the late submission after the accepted bids have been reviewed.

1.2 INQUIRIES

Specifications and any questions can be directed to Danielle Tracy by email at danielle_tracy@owens.edu. The proposer's question and Owens' response will become public record. Deadline for submitting questions is **September 1st at 12:00 pm EST**. All questions and answers will be posted to <http://www.owens.edu/procurement> on or before September 1, 2016. Owens reserves the right to waive any irregularities and reject any or all proposals and to determine the best bid that represents the best overall value to the College.

1.3 PROPOSAL SUBMISSION

Interested firms should submit two (2) hard copies and one (1) electronic copy, (preferably in Microsoft Word format) of their proposal **no later than 1:00 p.m. EST on Wednesday, September 7, 2016**, to:

Danielle Tracy
Director, Campus Planning and Services
Owens State Community College
P.O. Box 10000
Toledo, OH 43699-1947

Note: If you wish to drop your proposal off in person or via a courier service, please deliver to:

Business Affairs Office- Administration Hall
30335 Oregon Road
Perrysburg, OH 43551

1.4 BACKGROUND

Owens State Community College began as a technical institute under the jurisdiction of the Ohio Department of Education. The first classes were offered in Toledo on September 13, 1965 with less than 200 students. Two years later, in 1967, the College was chartered by the Ohio Board of Regents as a technical college. In 1983, Owens Community College opened its Findlay-area campus at Cory and Davis streets.

In 1994, the College was chartered as a comprehensive state community college with a district encompassing Lucas, Wood and Hancock counties, and parts of Ottawa and Sandusky counties.

Owens State Community College now has two campuses: Toledo-area campus located in Perrysburg Township, Ohio and Findlay-area campus located in Findlay, Ohio. The College also has one learning center: the Learning Center at the Source, located in downtown Toledo and is co-located with the local one-stop job resource center.

Owens offers associate degrees that transfer to baccalaureate degrees in the Arts and Sciences and over 130 technical program areas in Agriculture, Business, Health Sciences, Public Safety and Emergency Preparedness, Skilled Trades, and Engineering and Transportation Technologies. Owens students also can earn the first two years of a bachelor's degree with a smooth transfer to any area four-year college or university.

2.0 REQUEST FOR PROPOSALS

2.1 SCOPE OF PROPOSALS

Owens Community College seeks an experienced commercial realtor firm to assess and market the following pieces of property currently owned by Owens Community College:

2749 Tracy Rd
Northwood, Ohio
Parcel # M-50-812-3100000220004-94 acres
Parcel # M-50-812-3100000210011.53 acres
53,944 SF Commercial/Light Manufacturing Building
1,800 SF Garage

Land Parcels – no development		
Parcel #P57-300-250002001000	24.00 acres	A-1 Agricultural
Parcel #H28-712-070000005000	9.14 acres	M-1 Light Industrial
Parcel #H28-712-070000012000	10.50 acres	M-1 Light Industrial
Parcel #H28-712-070000013000	11.00 acres	M-1 Light Industrial
Parcel #H28-712-070000014000	10.25 acres	M-1 Light Industrial
Parcel #H28-712-070000015000	.75 acres	M-1 Light Industrial
Parcel #H28-712-070000016000	11.00 acres	M-1 Light Industrial
Parcel #H28-712-070000017000	10.54 acres	M-1 Light Industrial
Parcel #H28-712-070000018000	15.24 acres	M-1 Light Industrial
Parcel #H28-712-070000019000	10.00 acres	M-1 Light Industrial

Proposal should also include an effective marketing strategy. Such strategy should include potential targeted markets and advertising programs. Sale strategy includes land parcels sold individually or in total. RFP should identify marketing team, length of engagement as well as percent of commission. Chosen firm shall assist in all purchasing negotiations, transactions and preparing necessary documents.

As with the sale of state property contracted realtor will have to work with representatives from and within the direction of the State Attorney General's office.

All proposals shall be evaluated based on the extent of the services offered as required by the RFP, the quality of deliverables and services offered, and the cost of the proposal. A contract agreement will be prepared between Owens and the successful company as a result of these proposals.

2.2 COMPANY REQUIREMENTS

- A. Provide evidence of the ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.
- B. Provide a company profile to include bios of key personnel who will be working on the project.
- C. Provide a minimum of 3 references for projects completed that are similar to the scope of proposals outlined in this RFP. References should not exceed more than 8.
- D. Provide evidence of financial stability for the past three (3) years, such as audited balance sheets, income statements, supporting notes and any other relevant information or unaudited financial information that is certified as to accuracy by the company.

2.3 GENERAL INSTRUCTIONS

A. Proposal

The College is looking for innovative solutions and does not intend to limit the proposal content or creative ideas of the respondents. However, in order to simplify the evaluation of the responses and ensure a prompt and fair comparison, we are requesting all primary and alternative proposals be submitted in the format outlined below:

1. **Table of Contents**
2. **Executive Summary** – general information about your company and your qualifications for this contract. Include information about your company's presence in Northwest Ohio and the Toledo area, any installations where you provide similar services and demonstrate your company is a suitable partner with the College.
3. **Primary Information** – this section should include
 - a. **Marketing Proposal** – the company is expected to provide an overall marketing approach and sales support for any/all listed properties.
 - b. **College Resources** – describe the role of College representatives and estimated time commitment for representatives.
 - c. **Estimated Costs** – include costs for all aspects of the proposal including commissions, fees and other costs.
 - d. **Draft Agreement** – company should provide a draft of the agreement including any

provisions for early termination.

- e. **Other** – Please provide any description of any additional services your firm may have an interest in offering for our consideration.

4. Proposed Timeline/Project Schedule – company should include a timeline for the project and delineate various phases of the project.

B. Public Information

All submitted proposals and information included therein or attached thereto shall become public records at the close of the submission period.

C. Responses to Proposer Questions

Any questions regarding this proposal should be directed to Danielle Tracy at the above address or by email danielle_tracy@owens.edu. The proposer's question and Owens' response will become public record. The College will make every attempt to respond promptly and will post the complete list of questions with answers to the RFP web site. **The deadline for submission of written questions is September 1, 2016.** All questions and responses will become public record.

D. Contact Office

The Director, Campus Planning and Services shall be the initial contact with regard to this Request for Proposals.

E. Presentations and Demonstrations

Companies submitting bids should also be prepared to provide presentations and demonstrations with limited notification upon request. Presentations and demonstrations are not required as part of the RFP, but may be requested of companies following the submission of their bids.

F. Right to Reject Proposals, Waive Informalities and Award Agreements

Owens reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposals, and to accept or reject any item or combination of items.

G. Execution of Agreement

If a company does not execute an agreement within thirty (30) days after being notified of selection, Owens may give notice to the company of Owens' intent to select the next most qualified company or call for new proposals, whichever Owens deems most appropriate. A draft copy of an agreement shall be submitted with the proposal.

2.4 SELECTION CRITERIA

The following criteria will be considered to evaluate proposals and recommend the award.

- Overall quality of the goods or services being offered
- Costs
- Reputation of the Company/Company
- Reference checks

- Experience with other higher education institutions
- Creativity and innovativeness of solutions
- Qualification and experience of proposed personnel and evidence of successful performance with similar projects
- Financial stability of Company/Company
- Ability to execute the contract in a timely manner
- Fulfilling the request for information per each section of this RFP

2.5 PROPOSED CONTRACT TERMS

A. Contract Period

The selected company shall be designated as Owens' Commercial Realtor through the completion of the contract terms.

B. Cancellation of Contract

Owens reserves the right to cancel any agreement at any time upon thirty (30) days prior written notice of its intent to terminate the agreement. The designated company shall provide Owens thirty (30) days prior written notice of its intent to terminate the agreement.

3.0 GENERAL TERMS AND CONDITIONS

3.1 Respondent's Costs to Develop Response

All costs associated with the development of a Proposal, including the costs of any related presentations or demonstrations, are solely that of the Respondent and are not chargeable to the College under any resulting contract or in any other manner.

3.2 Public Information

Proposals will not be opened and read in a public forum.

The College is subject to the requirements of the Ohio Public Records Law, O.R.C. Section 149.43. Accordingly, all proposals and information included therein or attached thereto and other materials submitted in response to this RFP or in connection with any contract as a result of this RFP may be subject to disclosure as a public record, except to the extent the materials are protected from disclosure by applicable state and/or federal laws.

All Proposals and other submitted material shall be the property of the College and will not be returned to the Respondent.

3.3 Tax Exemption

The College is tax-exempt. An exemption certificate will be furnished to the Contractor upon request.

3.4 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provision.

3.5 Governing Law

This RFP and any agreements resulting from this RFP shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning a resulting agreement and/or performance thereunder.

3.6 Permits, Licenses, and State Registration

The Contractor shall obtain and maintain all permits and licenses necessary for the performance of any work arising out of this RFP. Respondent must furnish appropriate certification of existence or certification of authority to conduct business in the State of Ohio (i.e. a certificate of Good Standing from the Ohio Secretary of State) as a condition of contract award. Following submission of its Proposal, the Respondent must immediately notify the College if it becomes disqualified from doing business in Ohio. The Respondent must advise the College of all address changes following its submission of a Proposal.

3.7 Subcontractors

Acceptance by the College of a Respondent's Proposal does not require the College to accept the subcontractor(s) proposed by Respondent. The College reserves the right to evaluate the qualifications of all subcontractors proposed by the Respondent. Neither a resulting contract nor any rights, duties, or obligations described therein shall be assignable by the Contractor without the prior written approval of the College.

3.8 Respondent's Representations and Warranties

By submission of its Proposal, Respondent represents and warrants to the College as follows:

- A. **Federal, State, and Local Law Compliance.** Respondent shall, in the performance of any services pursuant to this RFP, fully comply with all applicable federal, state and local laws, rules, regulations, or ordinances, as well as all applicable College regulations, including but not limited to parking and security regulations, and shall hold the College harmless from any liability from failure of such compliance.
- B. **Nondiscrimination of Employment.** Respondent, any subcontractor, and any person acting on behalf of Respondent or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under any contract resulting from this RFP. Further, Respondent, any subcontractor, and any person acting on behalf of Respondent or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under any agreement resulting from this RFP on account of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry. Respondent represents that it has a written affirmative action program for the employment and effective utilization of economically

disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity Coordinator of the Department of Administrative Services or that it will have such a program and approval of the Equal Opportunity Coordinator in place prior to commencing any work under any agreement resulting from this RFP.

- C. **Drug-Free Workplace.** Respondent shall comply with all applicable state and federal laws regarding drug-free workplace while engaged in activity relating to this RFP and during the term of any resulting contract. Respondent shall make a good faith effort to ensure that its employees will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs while engaged in any activity relating to this RFP or any contract resulting from this RFP.
- D. **Conflict of Interest and Ethics.** Respondent, along with its officers, members and employees, has no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree the discharge and fulfillment of its functions and responsibilities under any contract awarded pursuant to this RFP. Respondent agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to the College in writing. Thereafter, he or she shall not participate in any action affecting the work described in this RFP, unless the College shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

No member, agent, or employee of the College has or will benefit financially or in any manner inconsistent with Ohio's Ethics laws, Revised Code Chapter 102, from any contract resulting from this RFP. Any contract resulting from this RFP may be terminated by the College if it is determined that any gratuities of any kind were either offered to or received by any of the College's officials, employees or their families from the Respondent, its agents, or employees. Respondent further agrees to refrain from promising or giving to any College employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

- E. **Debarment.** Respondent is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, any agreement resulting from this RFP shall be void ab initio and Respondent shall immediately repay to the College any funds paid under such contract.
- F. **Banning the Expenditure of Public Funds on Offshore Services.** In accordance with Executive Order 2011-12K issued by the Governor of Ohio, no services of the Respondent or its subcontractors under any contract resulting from this RFP will be performed outside the United States. During the performance of any contract resulting from this RFP, Respondent acknowledges that it must not change the location(s) of the country where the services are performed, or change the location(s) of the country where the data are maintained or made available, without express written authorization of the College.

- G. **Campaign Contributions.** Neither Respondent nor any of Respondent’s partners, officers, directors, or shareholders, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.

- I. **Findings for Recovery.** Respondent is not subject to an “unresolved” finding for recovery under R.C. 9.24. If this warranty is found to be false, any agreement awarded pursuant to this RFP shall be void ab initio and Respondent shall immediately repay to the College any funds paid pursuant thereto.

RESPONDENT AFFIRMATION AND DISCLOSURE

Respondent acknowledges that by signing the RFP submittal, that it affirms, understands, and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. If awarded a contract, the Respondent will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under the contract resulting from this RFP outside of the United States. The Executive Order is available at the following Web site: <http://governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>.

The Respondent shall provide the locations where services under this RFP will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its RFP submittal will cause the Respondent to be deemed non-responsive and no further consideration will be given to its RFP submittal. If the Respondent will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

- 1. Principal business location of Contractor:

Address City, State, Zip

- 2. Location where services will be performed by Contractor:

Address City, State, Zip

Locations where services will be performed by Subcontractors:

Address City, State, Zip

Address City, State, Zip

Address City, State, Zip

- 3. Location where state data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

Address City, State, Zip

Locations where state data will be stored, accessed, tested, maintained, or backed-up by Subcontractors:

Address City, State, Zip

Address City, State, Zip