



INVITATION TO BID – Oil and Gas Lease – Section 28-7N-3W, McClain County

Bid No. S-23213-23

Vicki Lambert

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Bid submissions: OUBids@ouhsc.edu

University of Oklahoma Procurement Department

2750 Venture Drive

Norman, OK 73069

Bidder agrees to comply with all terms and conditions herein.

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SECTION 1. GENERAL INFORMATION

1.1. This Invitation to Bid (ITB) is issued by the Board of Regents of the University of Oklahoma (University) for an oil and gas lease with regards to the following property described below:

The legal description is: E/2 NE/4 & E/2 NW/4 NE/4; & E/2 SW/4 & W/2 SE/4, Section 28-7N-3W, McClain County, Oklahoma, containing 260.00 Gross Acres, more or less.

1.2. **OU owns: 2.125802 net mineral acres under the above-described tract.**

1.3. **Title is held by:** The Board of Regents of The University of Oklahoma a Public Body Corporation.

1.4. **The address of the party nominating these parcels for lease is:** Lowry Land Co., Inc. 9500 Cedar Lake Avenue, Oklahoma City, OK 73114.

1.5. **THE UNIVERSITY OF OKLAHOMA IS A STATE AGENCY AND AS SUCH ITS MINERALS CANNOT BE FORCE POOLED WITHOUT UNIVERSITY PERMISSION.**

1.6. **Agreement:** The successful bidder shall be required to enter into a separate Surface Damage Agreement with OU unless OU is not a surface property owner.

1.7. **PLEASE NOTE:** Bid includes a sample copy of the OU lease agreement.

1.8. **Schedule:** The following schedule will apply to this Invitation to Bid.

All dates are estimates and subject to change.

| Activity | Date |
|--|------------|
| ITB posted to website | 05/02/2023 |
| Questions due to Vickilambert@ou.edu by 2:00 p.m. CST | 05/15/2023 |
| Answers available on University Solicitation website | 05/22/2023 |
| Property inspection / site visit time / location | N/A |
| Quotes due by 2:00 p.m. CST | 06/08/2023 |
| Award of Contract | TBD |

1.9. **Award of Contract:** A contract will be awarded to one or more bidder(s) by item or group of items considered in the best interest of the University.

1.10. **DEFINITIONS:**

- 1.10.1. "Invitation to Bid" An Invitation to Bid is part of a competitive process that will facilitate a fair opportunity for qualified entities meeting the requirements. All resulting bids are public records, and may be requested through the Open Records process after awards have been finalized.
- 1.10.2. "Bid" means any and all documents submitted by a vendor as a response to this Invitation to Bid.
- 1.10.3. "Bidder" means all individuals and/or companies in receipt of this Invitation to Bid.
- 1.10.4. "CST" means Central Time - For purposes of this Invitation to Bid all times are to be considered Central Standard Time.
- 1.10.5. "University" means the Board of Regents of the University of Oklahoma acting through its duly authorized representative.
- 1.10.6. "Contractor" means the individual, firm, or corporation, awarded the contract(s) for the final agreement(s).

SECTION 2. INSTRUCTION TO BIDDERS

- 2.1 All communication shall be sent to the Procurement Officer listed on page 1.
- 2.2 Effective Period: Bids submitted must remain in effect for a period of thirty (30) days after the closing date. An award will be signed and issued within that time or at a negotiated later date.
- 2.3 Withdrawal of Bids: Bids may be withdrawn at any time prior to the closing date; however, University reserves the right to withdraw Bidder(s) from future Invitation to Bid(s) who have withdrawn a bid after the closing date without University's approval.
- 2.4 Changes: It shall be the bidder's responsibility to bring to the attention of University any discrepancies in, omissions from or errors in the documents, or enhancements which would be in the best interest of University including but not limited to specifications or if they are in doubt as to the meaning of any part of this Invitation to Bid. All changes must be accepted in writing by University.
- 2.5 Additional Agreements: Any and all additional agreements and stipulations will be incorporated with this Invitation to Bid.
- 2.6 Additional Information: If additional information is required prior to final determination, Bidders are to respond within twenty-four (24) hours from notification of any additional requirements. Failure to do so may exclude them from further evaluation.
- 2.7 **BID ORGANIZATION AND INFORMATION**
 - 2.7.6 If a response is organized in such a fashion that makes the evaluation of the response very difficult, overly time consuming or, in University's opinion "impossible", it may be eliminated from consideration. Bids may be submitted in a narrative format following the same outlines and referring to the corresponding numbering sequence of this Invitation to Bid including full descriptive data to all requirements listed herein. Bids should be organized as follows:
 - 2.7.7 Bid Pricing: If more than one surplus item is offered for sale, each item should be priced separately. Applicable taxes will be added at time of payment.
 - 2.7.8 Tax Exempt Status: The University is a tax-exempt entity.

- 2.7.9 Bid Costs: Costs for developing, delivering, and materials used in any presentation of a bid is entirely the responsibility of the bidder.
- 2.7.10 Signature: Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state if incorporated and signed by an officer legally authorized by the corporation to sign a contract.
- 2.7.11 Discrepancies: In case of a discrepancy between any stipulated amount written in words and in figures, the stipulated amount written in words shall govern. In a discrepancy between any unit amount and total amount (where applicable) the unit price shall govern.
- 2.7.12 Modifications of Bid: Oral modifications will not be considered. Any bidder may modify their bid in writing prior to date and time of bid closing. All modifications are to be clearly numbered and dated as to determine the final one.
- 2.7.13 Additional Requirements: Bidders may list any additional requirements that may not have been addressed throughout this Invitation to Bid.
- 2.7.14 Bid Submittals:
 - 2.7.14.1 All pages of this Invitation to Bid should be returned with response to the bid submission email listed on page 1 of this ITB.
 - 2.7.14.2 Vendors shall ensure that the email subject line includes the ITB number and name.
- 2.8 **BID ACCEPTANCE AND REJECTION**
 - 2.8.6 University reserves the right to accept or reject all or part of any bid, waive informalities or minor irregularities as desired if deemed in the best interest of University, therefore selecting the optimum bid or issue a new Invitation to Bid.
 - 2.8.7 Rejection:
 - 2.8.7.1 All bids must be received BEFORE THE FINAL CLOSING DATE AND HOUR as shown on this Invitation to Bid. Bids received after the closing date and time as stated in the Invitation to Bid will not be accepted.
 - 2.8.7.2 The following may be grounds to reject a bid:
 - 2.8.7.3 Failure to provide required data to allow for evaluation of bids.
 - 2.8.7.4 Failure to complete the bid form(s) and accompanying documents.
 - 2.8.7.5 University reserves the right to reject any bid that incorporates counter bids and conditions in the form of Bidder's pre-printed clauses.
 - 2.8.7.6 University reserves the right to reject bids when procedures stated within are not followed.
- 2.9 **CONTRACT:** Contract will be awarded on the highest acceptable offer per item or groups of items or on an ALL OR NONE basis, whichever is in the best interest of University. University is not bound to accept the highest offer if that offer is contrary to the best interests of the University.

SECTION 3. TERMS AND CONDITIONS

- 3.1 Terms and Conditions should be reviewed very carefully to ensure a complete and acceptable response to this Invitation to Bid. No exceptions to the terms and conditions of the Invitation to Bid will be accepted by University.
- 3.2 Award Status: The response to this Invitation to Bid will be considered as a legal offer to contract. An acceptance of any bid will be issued by University in accordance with the following paragraphs of this section and constitutes a legal and binding contract.
- 3.3 Contract Format: The resulting University acceptance will incorporate this Invitation to Bid.
- 3.4 In the event any high bidder on any item defaults, the bid will then be awarded in the best interest of the University.
- 3.5 Contract Information: Specifications and/or general information obtained from any office, agent, or employee of University or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the awarded contract.
- 3.6 Contract Modification: All modifications and/or changes to the contract must be agreed to in writing by both parties prior to executing any change.

- 3.7 Contract Disputes: In case of any contract dispute, doubt, or difference of opinion as to the goods or services, and/or terms and conditions of the contract, the University Vice President for Administrative Affairs and/or his designee shall make the final and binding decision.
- 3.8 Contract Payment: Contract payment must be made in full before pick up or removal of surplus property by Contractor.
- 3.9 Contract Requirements: The following listed requirements are mandatory for protecting the interest of the University.
- 3.9.1 Hold Harmless: Contractor(s) shall, within limitations placed on such entities by state law, indemnify and save harmless the State of Oklahoma, the Board of Regents of the University of Oklahoma their agents, officers, and employees from all claims and actions, and all expenses defining same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by contractor. Contractor(s) shall, within limitations placed on such entities by state law, indemnify and save harmless the State of Oklahoma, the Board of Regents of the University of Oklahoma their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation law or any other law in consequence of any act or omission by contractor. In any agreement with any subcontractor or any agent for contractor(s), contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees for all the herein before described expenses, claims, actions, or amounts recovered.
- 3.9.2 Liens: The successful contractor shall keep University free and clear from all liens asserted by any person or firm for any reason arising out of this Invitation to Bid.
- 3.9.3 Choice of Law and Venue: The resulting Contract, its validity, and disputes arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this Contract shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.
- 3.10 Standard Terms and Conditions
- 3.10.1 Executive Orders: In accepting and entering into any contract resulting from a bid, the Contractor agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto, superseding orders and with the regulations promulgated under any of them. The applicable portions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and any amendments thereto are also hereby incorporated by reference.
- 3.10.2 Federal, State, and Local Laws and Regulations: The Contractor will comply with all laws and regulations on taxes, licenses, and permits.
- 3.10.3 Waiver of Rights: No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting award.
- 3.10.4 Prior Course of Dealings: The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 3.10.5 Applicable Taxes: Applicable taxes will be added at time of payment.
- 3.11 **Compliances of the Contractor: Contractor shall keep himself fully informed of and comply with any and all** local city, county, state and federal applicable ordinances, rules, regulations, taxes, permits, licenses, laws and safety, environmental and occupational standards affecting his responsibility to University, or the rights of his employees, and he shall protect and indemnify University, its officers, and agents against any claims of liability arising from or based on any violation thereof but not limited to the preceding list.

SECTION 4. SPECIFICATIONS AND/OR BID OFFER

4.1 Each item should be priced separately.

4.2 Acreage: Bidder shall set forth the number of mineral acres and the number of surface acres owned by OU, as shown by **the applicable Title Opinion or Ownership Report. that bidder desires to include in lease.**

4.2.1 Number of mineral acres owned by OU that are to be leased by bidder: **2.125802**

4.2.2 Number of surface acres owned by OU that are to be leased by bidder: -0-

4.2.3 Bid Amounts:

4.2.4 Amount of the bonus: \$ (Minimum of \$1,000.00 Per Net Mineral Acre)

4.2.5 Royalty rate: (Minimum of 1/5 Royalty)

4.2.6 Amount of the delay rental \$

4.2.7 If a paid-up lease, total amount of the delay rental \$

4.2.8 If applicable, indicate increase for 2nd year, 3rd year

4.2.9 Amount of shut-in payment \$

4.2.10 Primary term

4.3 If merchandise is purchased for resale and dealer has a tax number, no sales tax is required. Enter dealer tax# here if applicable

4.4 If merchandise is purchased by a tax exempt entity, please enter your Federal Identification Number here if applicable

SECTION 5. BIDDER INFORMATION

5.1 Business Information

If contact individual for this bid is different from the signature affixed to this offer so state:

Name: _____ Company Title _____

Address: _____

Telephone number _____ E-mail: _____

5.2 Signature

_____, of lawful age, being first duly sworn, on oath says: _____, 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. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has 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, nor; 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.

FIRM _____

SIGNED BY _____

NAME AND TITLE

ADDRESS

CITY STATE ZIP

FEDERAL EMPLOYER IDENTIFICATION NUMBER

TELEPHONE NUMBER

TOLL-FREE TELEPHONE NUMBER