LAKE SUPERIOR STATE UNIVERSITY

LAKE SUPERIOR STATE UNIVERSITY
650 W EASTERDAY AVE
SAULT STE. MARIE MI 49783-1626

PURCHASING DEPARTMENT
DONALD WILEY, PURCHASING MANAGER
(906) 635-2761

REQUEST FOR PROPOSALS

RFP NO. 27-0003
COVER PAGE

This proposal is due by
December 4, 2026 at 12:00 p.m. EST

Quotation Valid: 90 days

Delivery Required	Purchasing Manager Donald Wiley dwiley2@lssu.edu (906) 635-2761	Date Bid Mailed November 13, 2026	Purchasing Department Lake Superior State University Sault Ste. Marie, MI 49783

Item	Quantity	Unit	Description	Unit Price	Total Amount
			LAKE SUPERIOR STATE UNIVERSITY is seeking proposals from qualified, Michigan-licensed real estate brokers to list, market, and sell selected University-owned real property as part of a selective disinvestment of University real estate holdings. The properties include both residential and commercial real estate. The specific properties to be included are to be determined and will be identified by the University; one property is located in Arizona. Full requirements are contained in the attached RFP Specifications and Fee Proposal Form. No pre-proposal conference is scheduled. Questions must be submitted in writing to the Purchasing Manager by the date listed in the RFP Schedule of Events.		

INSTRUCTIONS TO RESPONDENTS:

RFP NO. 27-0003

Email submission is allowed and preferred. Proposals may be emailed to the address(es) noted within the RFP. A printed copy is accepted but not required and may be mailed to the address noted within the RFP.

READ BEFORE SIGNING:

The undersigned certifies that he/she offers to furnish materials in strict accordance with the Requirements of the bid including any terms or conditions set forth on the reverse side; that prices quoted are correct and she/he agrees that this bid may not be withdrawn for a period of ninety (90) days from the due date noted above. He/She further agrees to comply with applicable federal and state laws governing equal opportunity employment and not to discriminate against any employee or applicant because of race, color, national origin or ancestry, sex, sexual preference, age, disability, religion, height, weight, marital status or veteran status.

_____
SIGNATURE (IN INK)

_____
PRINT NAME & TITLE

_____
CONTACT PHONE NUMBER

LAKE SUPERIOR STATE UNIVERSITY

Lake Superior State University
Request for Proposal

Real Estate Brokerage Services for the Selective Disinvestment of University Real Property

RFP No. 27-0003

November 13, 2026

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Lake Superior State University
Request for Proposal

Lake Superior State University (LSSU) invites qualified, Michigan-licensed real estate brokers to submit a proposal to provide real estate brokerage services for the selective disinvestment of university real property, in accordance with the terms, conditions, and specifications of this Request for Proposal.

Section 1: GENERAL INFORMATION

Purpose: Lake Superior State University is seeking proposals from qualified, Michigan-licensed real estate brokers to list, market, and sell selected University-owned real property as part of a selective disinvestment of University real estate holdings. The properties include both residential and commercial real estate. The specific properties to be included are to be determined and will be identified by the University to the selected Broker. The University may add properties to, or withdraw properties from, the engagement during the term of the agreement.

Arizona Property: One of the properties to be included is located in the State of Arizona. The Broker is responsible for arranging the listing and sale of the Arizona property at no cost to the University beyond the proposed commission. Proposals must include all properties, including the Arizona property.

SCOPE OF WORK: The successful Respondent (Broker) shall provide all professional services necessary to list, market, and sell the properties designated by the University, including but not limited to:

- Provide a broker opinion of value and recommended list price for each property identified by the University.
- Determine and recommend the listing approach for the properties (individually, in groups, or as a portfolio) that will best serve the University, subject to University approval.
- Prepare and carry out a marketing plan, including MLS and commercial listing services, signage, online marketing, and outreach to prospective buyers.
- Schedule and conduct property showings and respond to inquiries from prospective buyers.
- Present all offers to the University, advise the University on offers and negotiations, and assist through closing.
- Coordinate as needed with the University, title companies, attorneys, surveyors, appraisers, and inspectors through closing.
- Provide the University with regular written status reports on marketing activity, showings, and offers.

This Request for Proposal (RFP) states instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

1.1. Definition of Parties: Lake Superior State University will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Vendor."

1.2. Debarment: Submission of a signed bid in response to this solicitation is certification that the Bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.3. Evaluation Criteria: Proposals will be evaluated on the basis of the offer most advantageous to the University, considering qualifications, experience, proposed marketing approach, and cost. Evaluation criteria will consist of, but are not limited to, the following:

- Proposed commission rate and any other fees or costs
- Experience listing and selling comparable properties, including residential, commercial, institutional, and vacant land, particularly in the Eastern Upper Peninsula
- Knowledge of the local and regional real estate market
- Quality of the proposed marketing plan and listing approach
- Qualifications of the broker and agents to be assigned to the University
- References

1.4. Requirements for Return of Proposal Responses. Email submission is allowed and preferred. Bidder must submit one of the following:

- one electronic copy by email to dwiley2@lssu.edu and purchasing@lssu.edu (preferred); or
- one signed printed copy mailed to the address below. A printed copy is accepted but not required.

Proposals must be received by the time, date, and at the office indicated below. Each Bidder is solely responsible for the timely delivery of its proposal. Failure to meet the proposed due date and time shall be grounds for rejection.

- A Bidder's proposal is due no later than **the time and date specified in "Schedule of Events" Section 2**. Submit by email to dwiley2@lssu.edu and purchasing@lssu.edu (preferred), or by printed copy to:

  Donald Wiley, Purchasing Manager
  Lake Superior State University
  Purchasing Department
  650 W. Easterday Avenue
  Sault Ste. Marie, MI 49783

  Printed proposals must be clearly marked in the lower left hand corner with the following information (for email submittals, include it in the subject line):

- Bid Number
- Bid Due Date and Time
- Bid Title/Description
- Company Name

A Bidder may withdraw a proposal prior to the closing time. After the due date, submitted proposals constitute an offer by the Bidder and shall remain irrevocable for a period of 90 days.

A legally authorized representative of the Bidder must sign the proposal.

1.5. Questions and Clarification. Any questions regarding this request must be directed, in the form of an email to:

Donald Wiley, Purchasing Manager
Lake Superior State University
Purchasing Department
PH: (906) 635-2761
E-mail: dwiley2@lssu.edu

All questions must be submitted by date referenced in "Schedule of Events" Section 2. Questions submitted after this deadline; do not require a response by the University.

Responses to inquires/questions, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The University will not be bound by oral responses to inquires or written responses other than addenda.

Section 2: SCHEDULE OF EVENTS

These dates are for reference only; LSSU may change dates at our discretion and will provide notification of any schedule dates changed.

Issue Request for Proposal (RFP).....November 13, 2026

Submission of Questions.....November 20, 2026

Response to Questions (Addendum).....November 24, 2026

Proposals Due.....December 4, 2026 @ 12:00 p.m. EST

Proposals must be received by the Purchasing Department no later than 12:00 p.m. Eastern Standard Time on this date. Please refer to information listed below regarding how to submit your materials.

Selection and Award.....December 18, 2026

Listing Agreement Start Date.....January 4, 2027

Listing Agreement Term.....Standard term, or as proposed by Broker

Section 3: RFP TERMS AND CONDITIONS

3.1. The University reserves the right to reject any or all proposals received as a result of this RFP or enter into an agreement with the Bidder that it feels is in the best interest of the University. The University also reserves the right to request clarification and/or further information (on the proposal) from one or more respondents after closing without becoming obligated to offer the same opportunity to all respondents.

3.2. The University reserves the right to negotiate with any Bidder considered qualified or to make an award without further discussions.

3.3. The University reserves the right to waive any irregularity in any proposal received.

3.4. The University reserves the right to select the most responsive Bidder(s) without further discussion, negotiation, or prior notice.

3.5. All proposals shall be submitted as best and final offers. Bidders should not anticipate that they will be able to modify proposals after the bid opening has occurred. Therefore, each Bidder shall include in their written proposal all requirements, terms and conditions they may wish to include in a contract issued as a result of this bid. Proposals must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth and must include information that will enable the University to determine a bidder's overall qualifications.

3.6. The University reserves the rights to award in part, in whole, or not at all.

3.7. The University reserves the right to add properties to, or withdraw properties from, the engagement at any time prior to the execution of a purchase agreement, and to accept or reject any offer to purchase for any reason.

3.8. Any costs incurred by Bidders to respond to this RFP, including but not limited to, costs to present their proposal at LSSU and/or negotiate a final agreement are the sole responsibility of the Bidder.

3.9. Any discussions with University personnel, other than as listed above, regarding this RFP while the RFP is in progress (from the time Bidder receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Bidder's proposal.

3.10. This RFP is subject to cancellation if any University employee or Trustee involved in this matter has a relationship or history of activity with the Bidder that is in violation of Lake Superior State University's Conflict of Interest Policy.

3.11. The University is the sole owner of all data and information contained within the Request for Proposal document and accompanying attachments. Bidder shall use this information exclusively to prepare a proposal. Bidder should not disclose this information to any other firm or use it for any other purpose unless required by law or legal process.

3.12. All proposals submitted become the property of the University; they will not be returned and may be subject to disclosure under the STATE OF MICHIGAN FREEDOM OF INFORMATION ACT ("FOIA") or other legal process. As such, proposal may be released to third parties, without prior notice to Bidder, as required to comply with legal

requirements. Bidders must identify "Proprietary" information at time of submittal, however the University cannot guarantee protection if FOIA is invoked.

3.13. No Obligation to Sell: The sale of any University property is subject to approval by the University's Board of Trustees and any other approval required by law or University policy. Nothing in this RFP or any resulting listing agreement obligates the University to sell any property.

3.14. Property Information: The properties to be included are to be determined, and background information (such as appraisals, surveys, title work, or environmental reports) is not available at the time of this RFP. The University makes no representation or warranty regarding the condition, value, zoning, environmental status, or title of any property.

3.15. Examination of Properties: Once properties are identified, the selected Broker shall familiarize itself with each property and with local market conditions. Property tours may be arranged by appointment through the Purchasing Department.

Section 4: CONTRACT TERMS AND CONDITIONS

Any contract award based on this RFP will be subject to the following Terms and Conditions:

4.1. Contract Terms and Conditions: The terms and conditions below will govern the submission and evaluation of offers and the award of a contract. Bidders are requested to carefully review these terms and conditions.

(a) Contract Status: The response to this RFP will be considered as an offer to contract. Final negotiations on the highest ranked offer will be conducted to resolve any minor differences and finalize financial commitments. After final negotiations, a contract will be executed in accordance with applicable terms and conditions.

(b) Contract Format: The resulting contract will incorporate this RFP, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.

(c) Contract Termination for Cause: The University may terminate any resulting contract for cause by providing a letter to the successful Bidder citing the instances of non-compliance and non-performance on the contract

(d) Contract Modification: All changes to the contract must be agreed upon in writing by both parties prior to executing any changes.

(e) Contract Assignment or Sub-Contract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without prior written approval of LSSU.

(f) Listing Agreement: The selected Broker and the University will execute a listing agreement on standard terms customary for the sale of residential and commercial real estate in Michigan, modified as necessary to conform to this RFP. In the event of a conflict, the terms and conditions of this RFP shall govern.

4.2. Indemnification Requirements**:** The requirements listed below are mandatory for protecting the interests of the University.

(a) Hold Harmless: Bidder shall indemnify and hold harmless, and at the University's option, shall defend the University and its employees and agents from any claims, losses or damages arising out of or alleged to arise out of any breach by Bidder of any agreement of Bidder contained herein.

(b) Liens: The successful Bidder 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 successful Bidder.

4.3 Insurance: The successful Bidder will, at its expense, procure and maintain during the term of this contract, the following insurance. If any work contemplated under this contract is performed by a subcontractor of the successful Bidder, the subcontractor will likewise be required to procure and maintain this insurance.

(a) Worker's Compensation with Employers' Liability
Statutory Limits & EL $1,000,000

(b) Commercial General Liability Insurance on an occurrence basis with the University named as additional insured with limits not less than the following:

1) $1,000,000 each occurrence
2) $2,000,000 aggregate

(c) Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in performing services under this contract with limits not less than $1,000,000 combined single limit.

(d) Excess Liability (umbrella) $1,000,000

(e) Professional Liability (Errors & Omissions) $1,000,000

The University ***must be named additional insured*** on the general liability, auto liability and excess liability policies. A policy endorsement is required. Coverage provided by the endorsement is to be primary and the University's primary insurance will be non-contributory.

(f) Certificates of Insurance showing evidence of the insurance required herein shall be provided to the following before any work is begun under this contract.

Donald Wiley, Purchasing Manager
Lake Superior State University
Purchasing Department
650 W. Easterday Avenue
Sault Ste. Marie, MI 49783

4.4 Standard Terms and Conditions

(a) Federal, State and Local Taxes, Licenses and Permits: The successful Bidder will comply with all applicable laws and regulations.

(b) Waiver of Rights: No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitation of the University's rights under any resulting contract.

(c) Contract Provisions by Reference: It is mutually agreed by and between the University and the successful Bidder that the University's acceptance of the successful Bidder's offer by the issuance of a contract shall create a contract between the parties thereto containing all specifications, terms and conditions in the RFP and any amendments or modifications made prior to signing the contract . Any exceptions taken by the successful Bidder which are not included in the contract will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by the Bidder, the terms and conditions of the resulting contract will govern.

(d) Sales and Use Tax Exemption: The University certifies that it is tax exempt as an educational institution of the State of Michigan.

(e) Observing Laws and Regulations: The successful Bidder shall keep itself fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting the rights of its employees, and shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

(f) Non-Collusion Clause: The Bidder, by submitting and signing this RFP declares that neither the Bidder nor agents of the Bidder's business have entered into any collusion or agreement concerning this proposal. The Bidder further declares that no persons, firms or corporations, have or will receive directly, any rebate, fee, gift, commission, etc., or that any employee or office of the University has any undisclosed interest in the award of this contract.

(g) Choice of Law: The resulting contract shall be construed under the laws of the State of Michigan.

(h) Actions of the Successful Bidder: The action of the successful Bidder with third parties is not binding upon the University.

Section 5: PERFORMANCE REQUIREMENTS

5.1. Service Requirements: The Broker shall provide all professional services, personnel, marketing materials, and resources required to satisfactorily complete the work described in this RFP.

5.2. Licensing and Professional Standards: The Broker and all agents assigned to the University shall maintain active Michigan real estate licenses for the duration of the agreement and shall comply with the Michigan Occupational Code, all applicable real estate laws and regulations, and fair housing laws.

5.3. Confidentiality and Conflicts of Interest: The Broker shall keep confidential all University information not intended for public release and shall promptly disclose in

writing any actual or potential conflict of interest, including any interest held by the Broker, its agents, or their relatives in a prospective buyer or property. The Broker may not represent a buyer of University property (dual agency) without the prior written consent of the University.

5.4. Condition and Care of Property: The Broker shall ensure each property is secured following every showing and shall be responsible for any damage to University property resulting from the negligence of the Broker, its agents, or persons admitted to the property by the Broker.

Section 6: BID REQUIREMENTS

Pre-Proposal Conference: None is scheduled. Questions must be submitted in writing as described in Section 1.

Licensing: Proposals must include a copy of the Broker's current Michigan real estate broker license and the license of each agent to be assigned to the University.

Listing Term: The Broker shall state its proposed listing agreement term. A standard listing term customary for residential and commercial real estate is acceptable, subject to University approval.

References: A list of three (3) references is required to be submitted with your proposal. References should include names and contact information of clients for whom the Broker has listed and sold comparable residential, commercial, institutional, or land properties within the past three (3) years.

Section 7: GUIDELINES FOR BIDDER'S PROPOSALS

The following information must be included in the Bidder's proposal:

Commission and Fees: State the proposed commission rate as a percentage of the gross sale price, and any other fees, costs, or reimbursable expenses. Commission shall be earned and payable only upon the successful closing of a sale. Brokers may also propose an alternative commission structure (for example, rates that vary by property type or sale price).

Listing Approach and Marketing Plan: Describe how the Broker would list the properties (individually, in groups, or as a portfolio), how the properties would be marketed, and the anticipated time on market. Describe how the Arizona property would be listed and marketed.

Firm Qualifications and Experience: Describe the firm's experience with residential, commercial, institutional, and land sales, including a list of comparable sales within the past three (3) years showing property type, list price, sale price, and days on market.

Assigned Personnel: Identify the broker and agents who will be assigned to the University, with their license numbers and relevant experience.

Valuation Approach: Describe how the Broker will determine a recommended list price. Specific broker opinions of value will be requested once properties are identified.

Exceptions: Include any RFP exceptions. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions.

SIGNATURE PAGE

By virtue of submittal of a proposal, Bidder acknowledges:

- **That all of the requirements of this RFP have been read and understood.**
- **That compliance with the Specifications/Qualifications and any applicable Supplemental Terms and Conditions will be the responsibility of the Bidder unless otherwise noted in the submittal.**
- **That Bidder is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal/State department or agency.**
- **Any responses, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.**
- **The individual signing below has authority to enter into this on behalf of Bidder.**

CORPORATE NAME _____

AUTHORIZED AGENT: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ADDRESS: _____

CITY: _____STATE: _____

ZIP CODE: _____ PHONE #: _____

TOLL FREE #: _____

EMAIL ADDRESS: _____

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN).

T.I.N. (Taxpayer Identification Number or Federal Identification Number)

T.I.N. Number_____

FEE PROPOSAL FORM

PROJECT: Real Estate Brokerage Services for the Selective Disinvestment of University Real Property

OWNER: Lake Superior State University
650 W. Easterday Ave.
Sault Ste. Marie, MI 49783

FIRM NAME/BIDDER: _____

ADDRESS: _____

_____

TELEPHONE: _____

EMAIL:

_____

SIGNATURE & DATE: _____

Printed name of Signature: _____

PROPOSAL
Pursuant to and in compliance with this Request for Proposal and all documents relating thereto, the undersigned proposes to provide real estate brokerage services to Lake Superior State University for the selective disinvestment of University real property, in accordance with the terms, conditions, and specifications of the RFP, and agrees to accept compensation as herein provided.

PROPOSED COMMISSION:
Commission rate, as a percentage of the gross sale price, earned and payable only upon closing:

_____
_____ percent (_____%)

NOTE: The rate shall be shown in both words and figures. In case of a discrepancy, the rate shown in words shall govern.

OTHER FEES OR COSTS: List any fees, marketing costs, or reimbursable expenses in addition to the commission. If none, state "None."

_____
_____
_____

ALTERNATIVE COMMISSION STRUCTURE (optional):
Describe any alternative structure (for example, rates that vary by property type or sale price).

_____
_____

PROPOSED LISTING TERM:
_____ months