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## Solicitation Notice

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**Status:** Addendum Posted

**Solicitation ID:** 720-2001

**Solicitation Title:** Real Estate Broker Services

[Modify Solicitation](#)

**Agency/Texas SmartBuy Member Name:** University Of Texas System - 720

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 9/9/2019

[Internal Notes](#)

**Response Due Date:** 10/1/2019

**Response Due Time:** 2:30 PM

[Cancel Solicitation](#)

**Solicitation Description:** Real Estate Broker Services

**Class/Item Code:** 97163-Real Estate: Land and Improvements

[Published Details](#)   [Internal Notes](#)

### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_172157_RFP 720-2001 Real Estate Broker Services.docx</a>	RFP Document
2	<a href="#">ESBD_File_172157_APPENDIX TWO - SAMPLE REPRESENTATION AGREEMENT.DOCX</a>	Appendix Two - Sample Representation Agreement



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- [Texas Veterans Portal](#)



## REQUEST FOR PROPOSAL

**RFP No. 720-2008 – Real Estate Broker Services**  
For the sale of 4701 Drexel Drive, Town of Highland Park, Dallas County, Texas

**Proposal Submittal Deadline:** \_\_\_\_\_, \_\_\_\_\_, 2020 at 2:30 PM CST

The University of Texas System  
Real Estate Office

Prepared By:  
Darya Vienne  
The University of Texas System  
210 West 7th Street  
Austin, Texas 78701-2982  
dvienne@utsystem.edu  
\_\_\_\_\_, 2020

REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The University of Texas System is one of the nation's largest systems of higher education, with 14 institutions that educate more than 230,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 80,000 health care professionals, researchers, student advisors and support staff, the UT System is one of the largest employers in the state.

Life-changing research and invention of new technologies at UT institutions places the UT System among the top 10 "World's Most Innovative Universities," according to Reuters. The UT System ranks eighth in the nation in patent applications, and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and No. 3 in the nation in federal research expenditures.

In addition, the UT System is home to three of the nation's National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research. And the UT System is the only System in the country to have four Clinical and Translational Science Awards (CTSA) from the National Institutes of Health.

Transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of The University of Texas Rio Grande Valley in 2015. And UT was the only system of higher education in the nation that established not one, but two new medical schools in 2016 at The University of Texas at Austin and UT Rio Grande Valley.

University of Texas institutions are setting the standard for excellence in higher education and will continue to do so thanks to our generous donors and the leadership of the Chancellor, Board of Regents and UT presidents.

#### 1.2 Background and Special Circumstances

In this Request for Proposal ("RFP"), The University of Texas System Real Estate Office is seeking to pre-qualify and enter into open agreements with one or more real estate brokerage firms with a specialization in the leasing of retail, office, and medical space and the purchasing of land and/or buildings in and around the Houston, Texas, area, to include Harris County and all surrounding counties, as well as related services requested by UT System and its institutions. University hopes to enter into agreements that may provide, in the aggregate, the desired product and geographic coverage, understanding that individual firms may serve only certain areas or product types. UT System institutions in the Houston/Galveston area include The University of Texas Medical Branch at Galveston, The University of Texas Health Science Center at Houston, and The University of Texas M. D. Anderson Cancer Center. Other UT System institutions have programs in the greater Houston area.

The University of Texas System is soliciting proposals in response to this RFP No. \_\_\_\_\_ from qualified vendors (“**Proposers**”) to provide broker, analytical and construction management/oversight services (the “**Services**”) more specifically described in **Section 4** of this RFP.

In pursuing the selection of one or more Proposers to provide commercial leasing services, UT System has the following objectives:

- Maximum Value to UT System: UT System wishes to find the best value for its institutions.
- AS AN AGENCY OF THE STATE OF TEXAS, UT SYSTEM MAY NOT ENTER INTO A PARTNERSHIP OR JOINT VENTURE IN ANY FORM.

### 1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this Request for Proposal No.720-2001 (this “**RFP**”), from qualified vendors to provide Real Estate Brokerage services (the “**Services**”) more specifically described in **Section 5** of this RFP.

### 1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“**CST**”) on Tuesday, October 1st, 2019 (the “**Submittal Deadline**”).

#### 2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

**Darya Vienne**  
**Email: [dvienne@utsystem.edu](mailto:dvienne@utsystem.edu)**

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP). *University Contact must receive all questions or concerns no later than 2:30 p.m. CST on Thursday, September 19th, 2019.* University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

#### 2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as “**Contractor.**”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

##### 2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

##### 2.3.2 Scored Criteria

- A. Vendor Qualifications and Experience (35%);
- B. Project Team (30%);
- C. Approach to Project Services (25%);
- D. Pricing and Delivery Schedule (10%).

## 2.4 Key Events Schedule

Issuance of RFP	September 9 <sup>th</sup> , 2019
Pre-Proposal Conference (ref. <b>Section 2.6</b> of this RFP)	1 p.m. CST on Wednesday, September 18 <sup>th</sup> , 2019
Deadline for Questions / Concerns (ref. <b>Section 2.2</b> of this RFP)	2:30 p.m. CST on Thursday, September 19 <sup>th</sup> , 2019
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. CST on Tuesday, October 1 <sup>st</sup> , 2019

## 2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB participation goal for this RFP is **26%**.
- 2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of, *but submitted separately from*, Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

*Each Proposer, **whether self-performing or planning to subcontract**, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).*

*Questions regarding the HSP may be directed to:*

Contact: Kyle Hayes  
HUB Coordinator  
Phone: 512-322-3745  
Email: [khayes@utsystem.edu](mailto:khayes@utsystem.edu)



Contractor will not be permitted to change its HSP after the deadline submittal date unless: (1) Contractor completes a new HSP, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

- 2.5.4 Proposer must submit, **via email**, one (1) HSP in PDF format to University no later than Tuesday, October 1<sup>st</sup>, 2019 at 2:30 p.m. CST (ref. **Section 3.2** of this RFP) to the email address below:

**HSP Submittal Email:** [utadminHSP@utsystem.edu](mailto:utadminHSP@utsystem.edu)

Proposer must include the following information in the email submission:

Subject Line: *RFP 720-2001, Real Estate Broker Services, October 1<sup>st</sup>, 2019, HUB Subcontracting Plan.*

Body: Proposer company name and the name and contact information of the person who prepared the HSP.

### **Instructions on completing an HSP**

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms> to download the most appropriate HUB Subcontracting Plan (HSP) / Exhibit H form for use with this Request for Proposal. Proposer will find, on the HUB Forms webpage, a link to “[Guide to Selecting the Appropriate HSP Option](#)”. **Please click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select, from the four (4) Options available, the Option that is most applicable to Proposer’s subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat/ Reader* to utilize the fillable function. If Proposer has any questions regarding which Option to use, Proposer shall contact the HUB Coordinator listed in 2.5.3.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected, with additional support documentation\*, **to the submittal email address noted above**. NOTE: signatures must be “wet” signatures. Digital signatures are not acceptable.

Any proposal submitted in response to this RFP that does not have a corresponding HSP meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will send an email confirmation to each Proposer upon receipt of the Proposer’s HSP. Each Proposer’s HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer’s failure to submit one (1) completed and signed HUB Subcontracting Plan **to the email address noted above** may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications; such a proposal *may* be returned to the Proposer unopened (ref. **Section 1.5** of **APPENDIX ONE** to this RFP). **Note:** *The requirement that Proposer provide one (1) completed and signed pdf of the HSP under this **Section 2.5.4** is separate from, and does not affect, Proposer’s obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.*

**\*If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must submit copies of those pages with the HSP sent to the HSP Submittal email address noted above. In addition, all *solicitation emails* to potential subcontractors must be included as backup documentation to the Proposer's HSP to demonstrate Good Faith Effort. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.**

## **2.6 Pre-Proposal Call**

University will hold a pre-proposal call at 1 p.m. CST on September 18th, 2019.

Call-in number: (877)226-9790

Participant Code: 6269693#

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

- A. One (1) complete paper copy of its *entire* proposal.

The paper copy of the proposal should contain the mark “original” on the front cover of the proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of the submitted paper copy of the proposal.

***University does not consider electronic signatures to be valid therefore the original signature must be a “wet signature.”***

- B. One (1) complete electronic copy of its entire proposal in a single .pdf file on USB Flash Drive. USB Flash Drive must include a protective cover and be labeled with Proposer’s name and RFP number.

#### 3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas System Administration  
210 West 7th Street  
Austin, Texas 78701-2982  
**Attn: Darya Vienne**

**NOTE: Show the Request for Proposal number and submittal date in the lower left-hand corner of sealed bid envelope (box / container).**

Proposals must be typed on letter-size (8-1/2” x 11”) paper, and must be submitted in a 3-ring binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

#### 3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University’s acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

#### 3.4 Terms and Conditions

- 3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict

does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.4.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

### **3.5 Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP).

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

## SECTION 4

### **GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit redlined **APPENDIX TWO** as part of its proposal in accordance with **Section 5.3.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

## SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

#### 5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

**Contract Term:** University intends to enter into an agreement with the Contractor to perform the Services for an initial term of two (2) years, with two (2) two (2)-year renewal options, at University’s sole discretion. The general form is attached as the Representation Agreement.

**Approval by the Board of Regents:** No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

**Multiple Awards:** It may be determined that having multiple vendors for these Services may be of a value.

#### 5.2 Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 5.2.1 Proposer must have a regional or national marketing platform and capability and recent experience (within the last five (5) years) representing landlords and tenants in leasing retail and medical office buildings and other various types of property in Houston, Harris County, Texas and surrounding counties. Proposer must have experience representing purchasers in the acquisition of land in and around the greater Houston/Galveston area, including, Harris County, Texas and surrounding counties.
- 5.2.2 The lead Broker and other key real estate professional(s) assigned to lease or purchase the property, or provide construction management/oversight, (“Assigned Broker(s)”) by Contractor must be licensed as may be required by the State of Texas. Proposer must provide license(s) number(s) obtained by Assigned Broker(s).

#### 5.3 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline APPENDIX TWO and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.
- 5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“TEC”), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX THREE**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at*

<https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.**

#### 5.4 Scope of Work

Initially, University anticipates the acquisition through lease or purchase of medical office/clinic sites that may range from approximately 5,000square feet each to potentially 25,000 square feet or more, and/or land of a size capable of accommodating development of a facility of such size. Such sites could be in retail centers, medical office buildings, or other facilities. Clinical sites may be in single-tenant or multi-tenant facilities. Notwithstanding the above, University's actual requirements may vary and other projects may arise.

Contractor will provide the following services to University, on an as-requested basis:

- A. Identify locations and product options based on the specific criteria provided by the University or its member institutions.
- B. Provide market analysis for the locations, including market improvement dollars, concessions, comparable rents if rental space, and comparable sales if a proposed land or building purchase.
- C. Provide analytical services to compare the long-term cost of different sites, whether leased or owned. University does not pay real property taxes for facilities that it both owns and operates for its mission uses.
- D. Show lease spaces and land and buildings to University's representatives.
- E. Forward all proposals to University's Real Estate Office and/or institutional real estate and/or business offices for consideration.
- F. Assist University with the negotiations for accepted proposals.
- G. Coordinate with University's legal counsel and real estate officers on transaction(s).
- H. OPTIONAL SERVICES:

***Proposer must include a response to this Section and all fees associated with the service must be shown in Section 6. If the service is not available or offered by Proposer, respond accordingly.***

Provide for the management or oversight of the design and construction of tenant improvements, adapting of a building, or major renovations of a facility on behalf of University.

#### 5.5 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer's proposal:

**Vendor Qualifications and Experience (35%)**

1. Provide a customer reference list of no less than three (3) entities or people with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past four (4) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's

company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

Provide the following information for each customer:

- Client (company) name and address;
  - Contact name with email address and phone number;
  - Time period from execution of listing agreement to lease/purchase contract execution;
  - Short description of work performed.
2. Indicate whether Proposer has worked with University (including any of The University of Texas System's fourteen (14) institutions) in the past seven (7) years? If "yes," provide the institution's name, its contact information, and a brief description of work performed.
  3. Has Proposer worked with governmental organizations, other institutions of higher education, or large medical entities? If "yes," provide the organization's name, its contact information, and a brief description of work performed.
  4. Describe Proposer's regional, national, and if applicable international service and marketing platforms. Indicate i) in which of Harris and surrounding counties Proposer has experience and capability; and ii) with which commercial product types Proposer has experience and capability.

### **Project Team (30%)**

5. Provide the name(s) and contact information for the individual(s) who will be responsible for representing the University's interests and a statement of their qualifications, including licensing in the State of Texas, education, years of experience, client list, and State of Texas Historically Underutilized Businesses (HUB) certification, if any.
6. Provide for each broker Proposer intends to assign to this Project the gross transaction value (proportionally adjusted for Assigned Broker's share of the transaction), the types of commercial product involved, and the number of lease transactions closed by such broker for each of the last three (3) calendar years.
7. Provide a brief description of at least three (3) transactions in Houston, Harris County, Texas and/or surrounding counties that were successfully acquired on behalf of broker's clients via lease and/or purchase by the Assigned Broker(s).
8. Provide for each construction manager Proposer may assign to this Project the gross construction value, average construction value, and the number of completed tenant/client projects and type of project and commercial property for each of the last three (3) calendar years in the greater Houston/Galveston area.

### **Approach to Project Services (25%)**

9. Provide a statement of the Proposer's service approach and describe any unique benefits to University from doing business with Proposer. Briefly describe Proposer's approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
10. Provide an estimate of the earliest starting date for services following execution of the Agreement.



11. Describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Include samples of reports and documents if appropriate.

**Conflict of Interest Disclosure (NOT SCORED)**

Provide information on any potential conflicts of interest that may be present among, Proposer, the Assigned Broker(s) and University.

**Note:** University may choose to make final decision contingent upon Board of Regents review of disclosed conflicts of interest.

## SECTION 6

### PRICING AND DELIVERY SCHEDULE

Proposal of: \_\_\_\_\_  
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-2001 Real Estate Broker Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

#### 6.1 Cost / Commission Structure (10%)

Although University acknowledges that typically lessors and sellers pay all brokerage commissions, please confirm Real Estate fee rates for the following scenarios; Please state which party in a transaction will pay the cost/commissions, and whether any commission fee cost to University is anticipated:

A. Purchases:

(1) In the event that there is no Cooperating Broker, \_\_\_\_\_ percent of the total purchase price; state if there is an overall cap and/or if there are breakpoints.

(2) In the event that there is a Cooperating Broker, \_\_\_\_\_ percent of the total purchase price; state if there is an overall cap and/or if there are breakpoints. Describe how the Broker's Fee will be split by Broker with the co-broker.

B. Leases:

(3) In the event that there is no Cooperating Broker, \_\_\_\_\_ percent of the total rent; state how the rent is measured (inclusive or exclusive of operating expenses), if there is an overall cap and/or if there are breakpoints.

(4) In the event that there is a Cooperating Broker, \_\_\_\_\_ percent of the total rent; state how the rent is measured (inclusive or exclusive of operating expenses), if there is an overall cap and/or if there are breakpoints. Describe how the Broker's Fee will be split by Broker with the co-broker.

C. Construction Support:

(5) Cost to administer construction of tenant improvements and/or buildings, on behalf of tenant or purchase, assuming such are built by landlord/seller. \_\_\_\_\_ percent of the total development cost; state how the development cost is measured (inclusive or exclusive of design fees, permitting fees, overhead charges or other), if there is an overall cap and/or if there are breakpoints.

(6) Cost to administer construction of tenant improvements and/or buildings, on behalf of tenant or purchase, assuming such are built by tenant/purchaser. \_\_\_\_percent of the total development cost; state how the development cost is measured (inclusive or exclusive of design fees, permitting fees, overhead charges or other), if there is an overall cap and/or if there are breakpoints.

**6.2 Delivery Schedule of Events and Time Periods**

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

\_\_\_\_\_ Calendar Days

**6.3 Payment Terms**

University's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: \_\_\_\_% \_\_\_\_days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system ("ACH"). Proposer agrees to provide Proposer's banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer's banking information. Changes to Proposer's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

#### 1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

#### 1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

#### 1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

#### 1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4** of this RFP). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

#### **1.6 Proposer's Acceptance of RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

#### **1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

#### **1.8 Proposal Requirements and General Instructions**

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

### 1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

### 1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

### 1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

### 1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

### 1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3** of this RFP. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5** of this RFP. University will not accept proposals submitted by email, telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

## SECTION 2

### EXECUTION OF OFFER

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
  - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
  - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
  - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
  - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
  - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
  - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
  - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
  - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
  - 2.1.13 Pursuant to [Chapter 2270, Government Code](#), Proposer certifies Proposer (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
  - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Government Code](#), Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever



is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

**2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

**2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

**2.7 Relationship Certifications.**

- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
- Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
- No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
- All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

**2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.

**2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this *Execution of Offer*. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

**2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.12 Conflict of Interest Certification.**

- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
- Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
- Proposer has disclosed any personnel who are related to any current or former employees of University.
- Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

**2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation, then Proposer's Corporate Charter Number: \_\_\_\_\_

RFP No.: 720-2001 Real Estate Broker Services

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER [§§552.021 AND 552.023, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

---

(Proposer Institution's Name)

---

(Signature of Duly Authorized Representative)

---

(Printed Name / Title)

---

(Date Signed)

---

(Proposer's Street Address)

---

(City, State, Zip Code)

---

(Telephone Number)

---

(FAX Number)

---

(Email Address)

SECTION 3

**PROPOSER'S GENERAL QUESTIONNAIRE**

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer will explain the reason when responding N / A or N / R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of office that would be providing service under the Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

**NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

**3.2 Approach to Project Services**

- 3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
  - 3.2.3.1 Identification of tasks to be performed;
  - 3.2.3.2 Time frames to perform the identified tasks;
  - 3.2.3.3 Project management methodology;
  - 3.2.3.4 Implementation strategy; and
  - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

**3.6 Miscellaneous**

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**Ref.:** Real Estate Broker Services

**RFP No.:** 720-2001

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

**Note: If there was only one (1) Addendum, initial just the first blank after No. 1, not all five (5) blanks below.**

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**APPENDIX TWO**  
**SAMPLE REPRESENTATION AGREEMENT**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

**APPENDIX THREE**

**CERTIFICATE OF INTERESTED PARTIES  
(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](http://www.ethics.state.tx.us/data/forms/1295/1295.pdf), Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/data/forms/1295/1295.pdf](http://www.ethics.state.tx.us/data/forms/1295/1295.pdf)) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.			
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

## REPRESENTATION AGREEMENT

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1. **AGENCY RELATIONSHIP.** This REPRESENTATION AGREEMENT ("**Agreement**") is entered into effective as of the [redacted] day of [redacted], 2019 ("**Effective Date**"), by and between the **Board of Regents of The University of Texas System ("Client")** and [redacted] ("**Broker**"), in consideration of the services to be performed by Broker in listing for sale or lease, procuring buyers or tenants for the various Premises (as defined in Paragraph 2) and seeking space for purchase or lease on behalf of Client, the respective obligations of the parties set out in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged. Client hereby enters into this Agreement with Broker and grants to Broker the right to solicit and seek offers [to purchase from landowners or to lease the properties to or from] one or more qualified, financially responsible potential buyers or landlord/tenant entities ("**Prospect(s)**") during the Term and, if applicable, the Renewal Term of this Agreement, on the covenants, conditions and stipulations contained in this Agreement. Client, as an agency of the State of Texas, enters into this Agreement with the expectation that Broker will provide services as described in this Agreement to one or more of the component institutions of Client as such institutions need Broker's services from time to time and when used herein the term "Client" shall specifically include component institutions of The University of Texas System, which component institutions, once they have entered into a Work Order with Broker using **Exhibit "E"** below pursuant to this Agreement, may exercise the rights of Client under this Agreement.

2. **PROPERTY.** The real property for which Broker will provide services consists of the land, buildings or areas of interest identified by Client in counties in Texas described in **Exhibit A**, including all improvements thereon (sometimes referred to as the "land", "premises" and/or "**property**"). The parties expect that the purchase or lease of the land, premises, or property may consist of a number of separate transactions in locations as identified by Client's component institutions from time to time for individual transactions as required by such institution.

3. **PURCHASES AND/OR LEASES.** Client or one or more of its component institutions will identify sites or areas where it wishes to purchase or lease sites for acquisition or lease at prices and rentals to be determined by Client's component institutions after consultation with Broker. Broker will keep Client informed of market transactions and changing market conditions that in Broker's reasonable opinion are relevant to the value of the Property and the various Premises. It is the expectation of Client that Broker will secure offers and letters of intent to sell real property or lease spaces to or for Client's component institutions in locations or areas identified by such institutions.

4. **TERM.** The term of this Agreement ("**Term**") shall commence five (5) calendar days following the Effective Date and shall terminate at 5:00 p.m., Austin, Texas time, on [redacted], unless sooner terminated or extended in accordance with the terms and provisions of this Agreement.

**A. Early Termination.** Client and Broker agree that after the first anniversary of the Effective Date, either party may terminate this Agreement without cause by giving written notice of termination to the other party, and such termination shall be effective on the earlier to occur of (i) 30 days after the postmarked date of the written notice of termination, or (ii) 30 days after the date the notice of termination is delivered to the other party other than by mail.

**B. Renewal.** If neither Client nor Broker takes action as provided below to terminate this Agreement, then this Agreement shall automatically renew upon the same terms and conditions



as stated herein for up to two (2) periods of two (2) years each (the "**Renewal Term**"). Either Client or Broker may provide the other party with sixty (60) days advance written notice ("**Termination Notice**") prior to the end of the Term or then current Renewal Term, as applicable, of such party's intent to terminate this Agreement.

**C. Pending Lease.** If on the termination or expiration of this Agreement there are one or more pending leases ("**Pending Lease**") that have been signed by Client and a Satisfactory landlord or tenant (as defined herein below in Section 6.B.) for any site or property or any whole or part of any Premises, but the term of the lease (as defined in the Pending Lease) has not yet commenced or the purchase contract has not yet closed, this Agreement shall continue in effect with respect to such Pending Lease until such time as the Broker Fee described in Paragraph 6 below shall be payable and is paid by Client to Broker.

**D. Pending Sales Contracts.** If on the termination or expiration of this Agreement there are one or more pending purchase contracts (individually, a "**Pending Contract**") in effect between Client and a prospective seller or sellers for any property or any Premises and the transaction described in the Pending Contract has not closed and funded, this Agreement shall continue in effect beyond such termination date as to each such Pending Contract until the earliest to occur of (i) the closing and funding of the transaction described in the Pending Contract or lease; or (ii) the termination of the Pending Contract or lease negotiations.

**E. Return of Materials.** Upon the expiration or sooner termination of this Agreement, within five (5) business days thereafter Broker shall deliver to Client all hard copy and electronic files and documents in Broker's possession or control relating to any of the Premises, Property or to Prospects thereof that were obtained or used by Broker in connection with its performance of this Agreement, including, without limitation, all data or information generated by or for Broker, and all drawings, plans, books, agreements, environmental or other reports in Broker's possession or control. Broker may retain copies of such files and documents and may use such files and documents only for the purpose of (i) maintaining such files and documents in Broker's deal file; (ii) compliance with applicable State laws; and (iii) defense of any litigation instituted against Broker with respect to this Agreement. All such data, information and other documents shall be held by Broker in strictest confidence, and Broker shall not disclose to any other person any such confidential or proprietary information of Client (regardless of whether heretofore or hereafter disclosed to Broker) except in those specific and limited instances where (i) Client expressly authorizes Broker, in writing, to disclose any of the foregoing to others, or (ii) Broker is required by law or order of a court of applicable jurisdiction to make such disclosure. Except as expressly provided herein to the contrary, neither this Agreement nor the relationships arising hereunder shall be used by Broker for the advantage or purposes of Broker in any manner whatsoever, whether for advertising, promotional or publicity purposes or otherwise, without the prior written consent of Client, which consent may be given or withheld in Client's sole discretion, with or without cause.

## **5. AGREEMENTS OF PARTIES.**

**A. Permits.** Broker represents to Client that Broker holds all permits and licenses necessary or required under applicable law for Broker's performance of its services hereunder.

**B. Reasonable Efforts.** Broker agrees to act diligently and use commercially reasonable efforts consistent with industry standards in Texas in attempting to purchase or lease any property or premises in accordance with the terms of this Agreement.

**C. Indemnity.** *Broker agrees to indemnify and hold Client harmless from any*

***damages, costs, attorney's fees, liabilities or expenses whatsoever arising from the cooperation between Broker and any Cooperating Brokers with any sellers or from the sharing of Broker's Fee among Broker and Cooperating Brokers. This indemnity shall survive the expiration or sooner termination of this Agreement.***

**D. Exclusive Representation.** Broker and Broker's associates shall represent Client exclusively. Broker's designated agents for performing the services to Client required of Broker under this Agreement are [REDACTED] ("**Agent(s)**"). No change or substitution will be made to the Agents without the prior written consent of Client.

**E. Activity Reports.** During the Term and, if applicable, the Renewal Term of this Agreement, Broker agrees to prepare and furnish to Client a quarterly report, delivered to Client no later than the tenth day of a month, summarizing in reasonable detail Broker's activities hereunder and the results thereof for the previous month. The report shall be in form and content satisfactory to Client and shall include such information regarding advertising, people contacted, market participant reactions to the Broker's efforts, market conditions, expenses incurred, leased spaces presented to Client for its consideration and related matters as Client may request.

**F. Confidential Information.** As used herein, "**Confidential Information**" means all data, brochures, reports, interpretations, forecasts, leases, agreements, contracts, records and any other financial information containing or otherwise reflecting information concerning the Property and Premises which is not generally available to the public and which the Client will provide to Broker in the course of this engagement, together with analysis, complications, studies or other documents, whether prepared by Broker or others, which contain or otherwise reflect such information. Broker agrees that all Confidential Information shall be held and treated by Broker, its agents and employees in confidence and shall not, except as hereinafter provided, without the prior written consent of Client, be disclosed by Broker or its agents or employees, in any manner whatsoever, in whole or in part, and all shall not be used by Broker or its agents or employees other than in connection with this engagement, except where Broker is required to make such disclosure as a matter of law. Moreover, Broker further agrees to disclose Confidential Information only to its agents and employees who need to know the Confidential Information for purposes of this engagement and who shall be advised by Broker of this Agreement. Broker shall not knowingly, during the term of or after termination of this Agreement, disclose Confidential Information except as authorized by Client or as required by law. Broker shall not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

**G. Compliance With Laws.** Broker shall comply with any and all laws, statutes, regulations, ordinances, judicial decisions, codes, rules and other governmental requirements applicable to any activities which Broker performs in furtherance of this Agreement.

## **6. BROKER'S FEE AND EXPENSES.**

**A. Broker's Fee.** Subject to the conditions set forth herein, Client agrees to pay Broker, in the county where the Property is located, a professional service fee in accordance with **Exhibit B** attached hereto. Client expects that, in most circumstances, Broker, while representing Client, will be paid a commission by the landlord or seller of property. Any fee to be paid by Client under **Exhibit B** or any fee or commission paid by a landlord or seller to Broker is referred to herein as the "**Broker's Fee.**" Except as expressly provided to the contrary in this Agreement, Broker shall not be entitled to any fee, commission or other compensation for its services hereunder in addition to the Broker's Fee.

**B. Earning of Fee.** Broker's Fee shall be earned and payable under this Agreement if and only if during the Term or, if applicable, the Renewal Term, (i) a space satisfactory to Client is procured by Broker and Client enters into a lease for such space with the landlord with the expectation that the Broker's Fee in that instance will be paid by landlord and not Client, or (ii) if a tenant, such tenant and Client enter into a written contract of lease, upon terms and conditions satisfactory to Client in its sole discretion, covering any property or premises identified by Client, and such lease is executed and rent payments commence thereunder, or. If Broker represents Client (Hereinafter, a person who purchases or leases the Property or (iii) if Client enters into a contract to purchase land from a seller and such contract closes in which event Client expects that Broker would be paid a Broker's fee by the seller in most cases.

(i) Fifty Percent (50%) of the Broker's Fee shall be paid within thirty (30) days following the later of (a) execution by Client and a tenant of a lease that does not contain conditions to its effectiveness, (b) Client's receipt of the security deposit and all prepaid rental required of the tenant under the lease (if any), and (c) Broker's delivery of an invoice for the Broker's Fee to Client; and

(ii) Fifty Percent (50%) of the Broker's Fee shall be paid within thirty (30) days after the later to occur of (a) the commencement date under the lease, provided that the tenant has taken possession of the Property or Premises and the tenant is performing in accordance with the terms of the lease, or (b) the date that Tenant begins payment of rent under the lease.

**C. No Lien for Broker's Fee.** Broker shall have no lien for a Broker's Fee against any property or improvements owned by Client.

**D. Protection Period.** Subject to the conditions set forth in this Section 6.D and Section 6.E, Client shall also pay a Broker's Fee to Broker if, within one hundred and twenty (120) days after the expiration or sooner termination of this Agreement ("**Protection Period**"), the Property or any of the Premises is leased to a person or entity with whom Broker has had substantive negotiations for the lease of the property or a premises prior to the expiration of the Term or, if applicable, the Renewal Term. As a condition precedent to Broker's rights and Client's obligations under this subparagraph, on or before the fifth business day after the expiration of the Term, or, if applicable, the Renewal Term, Broker must submit to Client a written listing of the full and complete names, addresses, telephone numbers and primary contact persons of those entities and persons ("**Protected Prospects**") with whom Broker has had substantive negotiations for the sale or lease of any whole or part of the Premises prior to the expiration of the Term or, if applicable, the Renewal Term, as evidenced by a letter of intent and other written documentation from both Client and the entity listed supporting that substantive negotiations have occurred. If Broker fails to submit such listing of Protected Prospects to Client on or before the fifth business day after the expiration of the Term, or, if applicable, the Renewal Term, or if Client determines in its reasonable discretion that evidence provided by Broker fails to substantiate that a Protected Prospect meets the conditions described in this section, Broker shall not be entitled to any commission under this Agreement for closings of sales or leases during the Protection Period. As an additional condition to Broker's right to a Broker's Fee under this subparagraph, Broker shall have had and, if requested by Client, shall continue to have through the closing of the lease an active and substantive role in the negotiation and closing of such lease to a person or entity listed by Broker as hereinabove described, and Broker shall have been the procuring cause of such lease. The amount of any Broker's Fee to which Broker is entitled under this subparagraph shall be calculated in accordance with the terms of **Exhibit B**.

Broker must secure similar protection from a landlord with which Broker is negotiating on behalf of Client as tenant for premises identified by Client.

**E. Loss of Broker's Fee.** Notwithstanding any provisions of this Agreement to the contrary, Broker shall not be entitled to Broker's Fee or any other commission or compensation earned hereunder (a) in the event of a default by Broker under this Agreement, or (b) in the event of a sale, exchange, or other transfer to another State agency or to any person set forth on **Exhibit C**, attached hereto and incorporated herein (for purposes of this Agreement, the term "**Excluded Party**" includes any person or entity listed on **Exhibit C**, and any person or entity affiliated with any party listed on **Exhibit C**).

## **7. LIMITATION OF LIABILITY; INDEMNITY.**

**A. Limitation of Broker Liability.** Client agrees that Broker and Cooperating Brokers shall not be responsible in any manner for personal injury to Client resulting from acts of third-parties or loss or damage of real property due to vandalism, theft, or any other damage or loss whatsoever, save and except to the extent such loss or damage is caused by the negligence or intentional acts of Broker and/or the Cooperating Brokers.

**B. Indemnity of Client.** *Broker agrees to indemnify and hold harmless Client from all losses, damages, costs, claims and liabilities (including without limitation court costs and attorney's fees relating thereto) arising out of or related to (i) any misrepresentation or failure by Broker or any agent or representative of Broker to disclose material information regarding the Property to a Prospect; (ii) any material fact known by Broker relating to any Prospect or proposed transaction that Broker fails to disclose to Client; (iii) any breach of or default under this Agreement by Broker; and/or (iv) any act or omission by Broker inconsistent with or outside the scope of this Agreement and the limited authority conferred hereby. This indemnity shall survive the expiration or sooner termination of this Agreement*

**C. Limitation of Client Liability.** Broker agrees to look solely to Client for recovery of any judgment against Client relating to this Agreement, and Client, its employees, officers, directors, attorneys, agents and representatives shall not be personally liable for anything related to this Agreement. The foregoing shall not be deemed Client's consent to a suit by Broker under this Agreement.

**8. FORM OF LEASE/CONTRACT.** Broker understands that the contract of purchase of real estate will be on Client's standard form, with such changes as Client may agree to in writing, or another form as may be agreed to by Client, and any such agreement must provide (i) the seller may not rely on any representation or warranty of Client, its agents or employees, except as expressly set forth in the agreement, (ii) the Client will not subordinate its fee interest in any leased property or premises to the lien of a leasehold mortgagee; and (iii) the tenant or purchaser must certify contemporaneously with the tenant's execution of the lease or contract of sale that no member of The Board of Regents of The University of Texas System has a pecuniary interest, directly or indirectly, in the contemplated transaction. Broker shall deliver to Client three executed originals of any lease or contract of sale. When Client will be tenant in a space, Client will provide a form lease for landlord's consideration, but Client understands that Client will likely be using the landlord's form lease with such provisions and changes as are acceptable to Client in its sole discretion.

**9. CLIENT'S APPROVAL.** Broker will not execute any purchase contract or lease or any other documents on behalf of Client. All third-party tenants and all terms and conditions of each proposal and each purchase contract or lease for Client as tenant including, without limitation, all

terms relating to price, rent, additional rent, concessions, terms, and the like, shall be subject to Client's approval in Client's sole and absolute discretion. Accordingly, a purchase contract or lease shall become effective only when (i) signed by an authorized officer of Client and authorized individual or, if appropriate, officer of seller or tenant and (ii) delivered by Client to such seller or tenant.

**10. DEFAULT.** Notwithstanding anything to the contrary contained in this Agreement, Client may terminate this Agreement immediately and without any prior notice and without any reimbursement of Broker's costs if (i) Broker breaches its representations, warranties, responsibilities or covenants under this Agreement in any material respect and such breach remains uncured for more than ten (10) days following written notice of such breach from Client to Broker; (ii) Broker is adjudged a bankrupt or Broker makes an assignment for the benefit of its creditors under any insolvency act, and in either such event, no Broker's Fee or any other type of reimbursement shall be owing or due to Broker under this Agreement; or (iii) any one or more of the Agents ceases to be employed by Broker or otherwise ceases to be directly and continuously involved in the marketing and attempted leasing of the Premises, unless Client, at its sole option and sole discretion, accepts in writing a replacement agent, or no replacement agent, associated with Broker.

**11. CLIENT'S REPRESENTATIONS.** Client represents that Client can give a covenant of quiet enjoyment for any lease that Client enters into as landlord and Client has or will secure from the Board of Regents of The University of Texas System the legal capacity to purchase or lease the property or premises. Client expects to enter into agreements similar to this with other brokers for similar services with the expectation that its component institutions will utilize this Agreement to secure such real estate services as each component institution may need from time to time.

**12. BROKER'S REPRESENTATIONS.** Broker represents and warrants to Client that Broker (i) is a duly licensed real estate broker under the laws of Texas and shall maintain such licensure in full force and effect throughout the Term and, if applicable, the Renewal Term of this Agreement; (ii) the Agents and all other real estate agents employed by Broker to assist with the performance of Broker's duties under this Agreement will be duly licensed real estate agents under the laws of Texas; and (iii) all activities by Broker and Broker's real estate agents hereunder will be conducted in strict compliance with all applicable statutes of the State of Texas and the United States (including, without limitation, all fair housing and non-discrimination statutes) and the rules and regulations of the Texas Real Estate Commission.

**13. LIMITATIONS.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF CLIENT (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON CLIENT'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON CLIENT EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

**14. Tax Certification.** Broker is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Broker is

an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at Client's option, may result in termination of any resulting Agreement.

**15. Antitrust Certification.** Neither Broker nor any firm, corporation, partnership or institution represented by Broker, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [Section 15.01, et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly this Agreement made to any competitor or any other person engaged in such line of business.

**16. Child Support Certification.** Under [Section 231.006, Family Code](#), relating to child support, the individual or business entity named in this Agreement is not ineligible to receive award of the Agreement, and this Agreement may be terminated if this certification is inaccurate.

**17. Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, Texas Government Code, Broker certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Broker acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**18. Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Broker certifies Broker is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Broker acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**19. Payment of Debt or Delinquency to the State.** Pursuant to §§2107.008 and 2252.903, Texas Government Code, Broker agrees any payments owing to Broker under this Agreement may be applied directly toward any debt or delinquency Broker owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

**20. State Auditor's Office.** Broker understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (Auditor), to conduct an audit or investigation in connection with those funds (ref. §§51.9335(c), 73.115(c) and 74.008(c), Texas Education Code). Broker agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Broker will include this provision in all contracts with permitted subcontractors.

**21. Office of Foreign Assets Control.** Each party represents and certifies to the other that (a) it is not a person and/or entity with whom United States ("U.S.") persons or entities are restricted from doing business under U.S. law, executive power, or regulation promulgated thereunder by any regulatory body; (b) no person or entity named on any U.S. list of specially designated nationals or blocked persons has any direct interest in it such that the direct investment in it is prohibited by any U.S. law; (c) it is not in violation of any U.S. money laundering law; and (d) none of its funds have been derived from unlawful activity such that the direct investment in it is prohibited by U.S. law. The foregoing are ongoing covenants of each party. Each party shall immediately advise the other party of any change in the status or accuracy of such representations, and upon request each party shall recertify such representations and certify in writing the identity of all entities and individuals owning or controlling it.

**22. State Requirements Concerning the Disclosure of Interested Parties in a State Contract.** Pursuant to Texas Government Code § 2252.908 and Chapter 46 of the rules of the Texas Ethics Commission, a state agency such as the Board of Regents of The University of Texas System

(Client) may not enter into certain statutorily defined contracts with a business entity unless the business entity, in accordance with said statute and administrative rules, fills out and electronically files Texas Ethics Commission Form 1295 entitled "Certificate of Interested Parties" with the Texas Ethics Commission at its website ("Form 1295"). The Form 1295 generated by the Commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted (either electronically or by hard copy) to the state agency that is the party to the contract for which the form is being filed. The state agency will then electronically acknowledge its receipt of the signed Form 1295 with the Texas Ethics Commission not later than the 30th day after the state agency receives the signed Form 1295. This Lease is subject to the requirements of Texas Government Code § 2252.908 and Chapter 46 of the rules of the Texas Ethics Commission. Accordingly, Broker must comply with the statutory requirements before the Board of Regents of The University of Texas System may execute and enter into this Agreement. For this purpose, Broker is advised that:

An electronic version of Form 1295 may be obtained and filed at the following website maintained by the Texas Ethics Commission:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The current text of Texas Government Code §2252.908 may be reviewed at:

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908>

The current text of Texas Ethics Commission Chapter 46 may be reviewed at:

<https://www.ethics.state.tx.us/legal/ch46.html>

**23. NO DISCRIMINATION.** Broker agrees that the Premises will be offered, shown and made available for lease to all persons without regard to race, color, religion, national origin, sex, handicap or familial status.

**24. PROPERTY DEFECTS.** Broker is not authorized to make any representations or warranties, directly or indirectly, that may be binding on Client with respect to the Property (including, without limitation, the physical condition or permitted uses of the Property under applicable law). ***Broker shall indemnify and hold Client harmless from any representations or warranties made by Broker to tenant(s) other than those expressly made by Client in any written disclosure delivered by Client to Broker. This indemnity shall survive the expiration or sooner termination of this Agreement.***

**25. MISCELLANEOUS.** This Agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. This Agreement may not be assigned by either party without the written approval of the other party. This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

**26. NOTICES.** All notices, demands, requests, and other communications given with respect to the subject matter of this Agreement shall be in writing and shall be deemed to be delivered on receipt if delivered by hand delivery, facsimile transmission, or by a recognized overnight courier service, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid, addressed as follows:

If to Client: The University of Texas System  
Real Estate  
210 W. 7<sup>th</sup> Street  
Austin, TX 78701  
Attention: Executive Director of Real Estate  
Tel. No.: (512) 499-4333  
Fax: (512) 499-4388  
Email: [realestatenotices@utsystem.edu](mailto:realestatenotices@utsystem.edu)

With a copy to: The University of Texas System  
210 W. 7<sup>th</sup> Street  
Austin, TX 78701  
Attention: Executive Vice Chancellor of Business Affairs  
Tel. No.:  
Fax:  
Email:

If to Broker: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**27. ELECTRONIC MAIL TRANSMISSION.** An electronic mail transmission of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. However, each party agrees to promptly return to the other an original, duly executed counterpart of this Agreement following the delivery of an electronic mail transmission thereof.

**28. SAVING CLAUSE.** Should any clause in this Agreement be found invalid by a court of law, the remainder of this Agreement shall not be affected thereby, and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

**29. DISPUTE RESOLUTION.** To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Client and Broker to attempt to resolve any claim for breach of contract made by Broker that cannot be resolved in the ordinary course of business. To initiate the process, Broker shall submit written notice, as required by subchapter B of Chapter 2260, to Client in accordance with the notice provisions in this Agreement. The Executive Vice Chancellor for Business Affairs of Client, or such other officer of Client as may be designated from time to time by Client by written notice thereof to Broker in accordance with the notice provisions in this Agreement, shall examine Broker's claim and any counterclaim and negotiate with Broker in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Broker; (ii) neither the issuance of this Agreement by Client nor any other conduct, action or inaction of any representative of Client relating to this Agreement constitutes or is intended to constitute a waiver of Client's or the state's sovereign immunity to suit; and (iii) Client has not waived its right to seek redress in the courts.



**30. HOLIDAYS.** For purposes of this Agreement, should any date specified herein as a deadline fall on (i) a Saturday or Sunday, or (ii) any day defined herein as a “Holiday,” such date shall automatically be extended to the next following calendar day that is not a Saturday, Sunday or Holiday. “Holiday” shall mean any day on which the UT System Administration, national banks, Texas state banks and/or the U.S. Postal service are closed for business.

**LIST OF EXHIBITS:**

- A – List of Counties to which this Agreement applies
- B – Broker’s Fee Schedule
- C – Excluded Parties
- D – Intentionally deleted
- E – Component Institutions’ Work Order

*[Signatures appear on the following page]*

EXECUTED as of the dates set forth below, to be effective on the date first written above.

**CLIENT:**

**BOARD OF REGENTS of THE UNIVERSITY OF TEXAS SYSTEM**

\_\_\_\_\_, 2019

By: \_\_\_\_\_  
Kirk S. Tames  
Executive Director of Real Estate  
The University of Texas System

*APPROVED AS TO CONTENT:*

**THE UNIVERSITY OF TEXAS SYSTEM**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BROKER/FIRM:**

\_\_\_\_\_, 2019

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Real Property**

Texas Counties in which Client seeks services under this Agreement:

Austin

Brazoria

Chambers

Colorado

Fort Bend

Galveston

Grimes

Harris

Liberty

Matagorda

Montgomery

San Jacinto

Walker

Waller

Washington

Wharton

**EXHIBIT B**  
**Broker's Fee Schedule**

Professional Service Fee Schedule for Broker

**EXHIBIT C**  
**Excluded Parties**

Any member of Client's Board of Regents  
Any officer of Client or any one of its institutions

**EXHIBIT D**  
**Intentionally Deleted**

**EXHIBIT E**  
**Component Institution's Work Order**

Component Institution: \_\_\_\_\_  
Date: \_\_\_\_\_  
RFP No. \_\_\_\_\_  
Broker: \_\_\_\_\_

The following agreement is entered into by and between the Component Institution ("Institution") and Broker listed above pursuant to the RFP listed above and in conformance with the RFP, the terms and conditions of which are incorporated herein by reference. Institution hereby retains Broker to provide services to Institution pursuant to the RFP for Institution's benefit as more specifically described below.

**Scope of Work:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(add additional pages if necessary)

**Broker's Fee and Time for Payment:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(identify Broker's Fee from RFP or state "Fees to be paid by landlord")

**Special Requirements, if any:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach pages, if necessary)

**Term:**

\_\_\_\_\_

(state time for completion of performance of services)

**Construction:**

\_\_\_\_\_  
\_\_\_\_\_

(if Institution expects Broker to perform any construction services, describe those services, cost of such services, payment for same and, if necessary, attach additional pages)

**Contact person at Institution:**

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(name, address, telephone number and email)

**Contact person at Broker:**

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(name, address, telephone number and email)

All notices for Institution and Broker shall be sent by regular courier service or certified mail, return receipt requested or hand delivery to the following addresses with The University of Texas System as Owner to contemporaneously receive such notices as well at the addresses in the RFP:

Institution:

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Broker:

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All services to be delivered by Broker and all responsibilities of Institution under this Work Order are subject to the terms and conditions of the RFP. Any special conditions or clarifications of the RFP pertaining only to this Work Order are set forth below:

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**Institution**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Broker**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## ADDENDUM 1

DATE: May 5, 2020  
PROJECT: Real Estate Broker Services  
RFP NO: 720-2001  
OWNER: The University of Texas System Administration  
TO: Prospective Bidders

This Addendum forms part of Contract Documents and modifies Bid Documents dated September 9<sup>th</sup>, 2019 with amendments and additions noted below.

### **Questions and Answers:**

**1. Question: In Section 5, 5.5, #8, how do we identify the constructional value of the proposal? Can you please expound on this a little more?**

**Answer:** *Section 5.5 #8 is asking for the value, # of past assignments for other clients, each PM has had over the last several years. If the question is how to measure value, then the cost of construction, and if managed, design, would be appropriate.*

**2. Question: If our firm does not have a conflict of interest do we need to include number 2 in the APPENDIX 3: Certificate of Interested parties form?**

**Answer:** *You will need to if you are a selected vendor.*

**3. Question: I didn't see any mention of submission of firm financials. Will that not be required?**

**Answer:** *Please read through an APPENDIX ONE. Section 3.*

**END OF ADDENDUM 1**