



REQUEST FOR PROPOSALS

RFP No. 720-2210

Real Estate Broker Services

Proposal Submittal Deadline: Monday, April 11, 2022, at 2:30 p.m. local time

The University of Texas System
Real Estate Office

Prepared by:

Vanessa Aguilar
The University of Texas System
210 West 7th Street
Austin, Texas 78701-2982
vaguilar@utsystem.edu

March 9, 2022

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

SECTION 1: INTRODUCTION 1

SECTION 2: NOTICE TO PROPOSER..... 3

SECTION 3: SUBMISSION OF PROPOSAL..... 7

SECTION 4: GENERAL TERMS AND CONDITIONS..... 8

SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS 9

SECTION 6: PRICING AND DELIVERY SCHEDULE..... 13

Attachments:

- APPENDIX ONE: PROPOSAL REQUIREMENTS
- APPENDIX TWO: SAMPLE LISTING AGREEMENT/SAMPLE REAL ESTATE CONTRACT
- APPENDIX THREE: ACCESS BY INDIVIDUALS WITH DISABILITIES
- APPENDIX FOUR: CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
- APPENDIX FIVE: INFORMATION SECURITY REQUIREMENTS AND QUESTIONS
- APPENDIX SIX: PROPERTY MAPS
- APPENDIX SEVEN: PROPERTY SUMMARY REPORT

SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System has served Texas for more than 135 years, improving the lives of Texans—and people all over the world—through education, health care and research at [13 academic and health institutions](#) across the state. With an enrollment of more than 240,000 students, the UT System is one of the nation’s largest public university systems of higher education.

UT institutions are powerful drivers of economic and social mobility in Texas, producing more than 60,000 degrees annually, including more than one-third of the state’s bachelor’s degrees and more than half of the state’s medical degrees. In 2019, almost half of all undergraduate degrees were awarded to students who qualified for a Pell grant based on financial need while enrolled at a UT institution. Sixty percent of undergraduates who received need-based financial aid double their parents’ income within five years of earning a UT degree.

More than three-fourths of undergraduate students secure jobs in Texas within a year after graduation, providing a skilled workforce and fueling the state’s economy. In fact, UT students who entered the Texas workforce between 2002 and 2017 had cumulative earnings through 2018 of \$268 billion. And, according to Georgetown University’s Center on Education and the Workforce, a UT degree’s return on investment is among the best in the nation.

The UT System also is one of the largest employers in the state with 21,000 faculty – including Nobel laureates and members of National Academies – and more than 85,000 health care professionals, researchers and staff.

Creating a healthier Texas is a fundamental mission of UT institutions, which award more than 15,000 health-related degrees annually. The UT System is poised to open its seventh medical school in Tyler within the next several years. UT-owned and affiliated hospitals and clinics – supported by thousands of doctors, physician assistants, nurses and other health care providers – accounted for more than 9.2 million outpatient visits and over 1.8 million hospital days in 2019.

In addition to world-class patient care, UT researchers are on the front lines of advancing treatments and therapies for deadly and debilitating diseases. Life-changing and life-saving research and invention of new technologies regularly place UT institutions among the top 10 world’s most innovative universities, according to Reuters and the National Academy of Inventors. Total research spending across the 13 UT institutions exceeds \$3 billion annually, the most in Texas, and the second most nationally among public higher education systems.

Intentionally Left Blank

1.2 Background and Special Circumstances

The properties listed below (collectively, **Property**) were donated to the Board of Regents of The University of Texas System for the benefit of The University of Texas at Austin (**Owner**) as a gift and Owner wishes to offer the Property for sale.

- 2840 Pearl Street, Austin, Texas
- 2842 Pearl Street, Austin, Texas
- 905 W. 29th Street, Austin, Texas

1.3 Objective of Request for Proposals

Owner is soliciting proposals, on behalf of The University of Texas System Real Estate Office, from qualified residential real estate brokerage firms that specialize in the sale of real estate in Austin, Texas to perform work (**Services**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposals (**RFP**).

Owner has the following objectives in pursuing the selection of a Proposer to provide residential marketing and brokerage services to sell the Property:

1.3.1 Maximum Value to Owner: Owner wishes for the sale to generate the maximum financial return to Owner. Proceeds to Owner from the Property will benefit the programs at The University of Texas at Austin

1.3.2 All Cash Transactions: AS AN AGENCY OF THE STATE OF TEXAS, OWNER MAY NOT PROVIDE, OR BE OBLIGATED FOR FINANCING FOR THE PROPERTY OR ANY IMPROVEMENTS, INCLUDING INFRASTRUCTURE.

1.4 Property Description

Physical characteristics of the Property are depicted in various attachments and supplements including:

- Survey of the Property (**APPENDIX SIX**); and
- Aerial view of the Property (**APPENDIX SIX**).

1.5 Disclaimer

OWNER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF ENTITLEMENTS, ACCESS RIGHTS, UTILITY INFORMATION, OR OTHER INFORMATION ABOUT THE PROPERTY PROVIDED HEREIN.

Intentionally Left Blank

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

Owner will accept proposals submitted in response to this RFP until 2:30 p.m. local time on Friday, April 8, 2022 (**Submittal Deadline**).

2.2 Owner Contact Person

Proposers will submit all questions or concerns regarding this RFP via the Bonfire portal.

Owner specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) through the Bonfire portal, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP).

Owner must receive all questions or concerns no later than 5:00 p.m. local time on Monday, March 21, 2022. Owner will have a reasonable amount of time to respond to questions or concerns. It is Owner's intent to respond to all appropriate questions and concerns; however, Owner reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

Proposer is encouraged to propose terms and conditions offering the maximum benefit to Owner 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. Owner may consider additional information if Owner determines the information is relevant.

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

2.3.1 Threshold Criteria Not Scored

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

2.3.2 Scored Criteria

Each category of service will be scored against the following criteria:

- A. Proposer Qualifications and Experience (40%);
- B. Project Team (25%);
- C. Approach to Project Services (25%); and
- D. Cost/Commission Structure (10%).

2.4 Key Events Schedule

Issuance of RFP	March 9, 2022
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	March 16, 2022
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	March 21, 2022
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. local time on Monday, April 11, 2022

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 Owner 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 Owner, 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 Owner to ensure compliance with the HUB program.
- 2.5.2 Owner 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 Owner's Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

*Each Proposer, **whether HUB certified or not, and 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

Proposer 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 Owner, (3) Owner 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.

Instructions on Completing an HSP

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement> to download the most appropriate HUB Subcontracting Plan (HSP)/Exhibit H form for use with this RFP. Proposer will find on the HUB Forms webpage, a link to “[Guide to Selecting the Appropriate HSP Option](#)”. **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. **Each Option is accompanied by an HSP Completion Guide.** If Proposer has any questions regarding which Option to use, Proposer shall contact the HUB Coordinator listed in Section 2.5.3.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected, with additional support documentation*, **and submit via Bonfire portal.** NOTE: during this time, electronic signatures are acceptable.

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

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 Bonfire portal** may result in Owner’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

***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 Bonfire Portal. 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.

- 2.5.4 Owner may offer Proposer an opportunity to seek informal review of its draft HSP by Owner’s HUB Office before the Submittal Deadline. If Owner extends this offer, **details will be provided at the Pre-Proposal Conference** (ref. **Section 2.6** of this RFP) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by Owner will *not* constitute formal approval of the HSP and will *not* eliminate the need for Proposer to submit its final HSP to Owner as instructed by **Section 2.5**.

2.6 Pre-Proposal Conference

Owner will hold a virtual pre-proposal conference at **11:00 a.m. local time on Wednesday, March 16, 2022**. The pre-proposal conference will allow all Proposers an opportunity to ask Owner's representatives relevant questions and clarify provisions of this RFP.

Registration is required to attend. Use the following link to register:

https://teams.microsoft.com/registration/X505YZwk0ESyca3Ch_Mj_w,Gw3kay3z3UWTxfxiyA9HrA,5v_8rhUz2kiAUqU8UQvZ5A,VqadPksSLU2xJ96wV71cFA,4SaX3QqSsU-nsv_4F3HzOw,t5c0OKvRdUKBiBTvKZshyw?mode=read&tenantId=61399d5f-249c-44d0-b271-adc287f323ff

Intentionally Left Blank

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Submission

Proposals must be received by Owner on or before the Submittal Deadline (ref. **Section 2.1**) via the Owner's Bonfire portal.

3.2 Proposal Validity Period

Each proposal must state that it will remain valid for Owner'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.

3.3 Terms and Conditions

3.3.1 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:

3.3.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.3.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

3.3.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.3.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

3.4 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 Owner may reject the proposal:

3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.4.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)

3.4.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.4.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)

3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)

3.4.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5**).

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of Owner, 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 a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**. Proposer's exceptions will be reviewed by Owner 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 Owner may consider Proposer's exceptions when Owner evaluates the Proposer's proposal.

Intentionally Left Blank

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 **Contractor**.

Contract Term: Owner intends to enter into an agreement with Contractor to perform the Services for an initial one (1) year base term, with the option to renew for two (2) additional one (1) year renewal periods, at Owner's sole discretion.

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.

5.2 Minimum Requirements

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 residential marketing platform and capability and recent experience (within the last five (5) years) representing Property owners in selling property in Austin, Travis County, Texas.
- 5.2.2 The lead Broker and other key real estate professionals assigned to market the property (**Assigned Broker**) by Contractor must be licensed real estate brokers/salespersons in the State of Texas. Proposer must provide license number obtained by Assigned Broker(s).

5.3 Additional Submittals 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 Owner with information required on the form promulgated by TEC and set forth in **APPENDIX FOUR**. *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/resources/FAQs/FAQ_Form1295.php. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to Owner of a signed Agreement.***

5.3.3 Intentionally Omitted

5.3.4 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX THREE, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION. NOTE THAT PROPOSER MAY BE REQUIRED TO SUBMIT COMPLETED VPAT (VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE) UPON AWARD. VPAT document to complete is located at the following website: <https://www.itic.org/dotAsset/47d8492f-a78a-46b8-b41a-fd656d773c5a.doc>.

5.3.5 Intentionally Omitted

5.3.6 Intentionally Omitted

5.3.7 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Information Security Requirements and Questions**. **APPENDIX FIVE** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to Owner. Responses to **APPENDIX FIVE** will be incorporated into the Agreement and will be binding on Contractor.

5.4 Scope of Work

Contractor will provide the following services to Owner:

- A. Identify the type(s) of buyers that may be attracted to the Property.
- B. Provide market analysis and pricing guidance for the Property, including pricing and concessions.
- C. Provide suggestions for the marketing strategy of the Property – All or Part.
- D. Establish and implement a marketing strategy that employs multiple types of advertising and exposure to the market including, but not limited to, listing on the relevant MLS and other applicable residential real estate listing services, internet exposure, alternate trade publication strategies, trade group events, signage, etc.
- E. Accurately list the Property for sale.
- F. Provide technical assistance on the presentation of the Property, including creating marketing materials and placing signage on the Property.
- G. Show the Property to potential buyers.
- H. Forward all offers to Owner’s Real Estate Office for consideration.
- I. Assist Owner with the negotiations for accepted offers.
- J. Coordinate with Owner’s legal counsel and real estate officers on transaction(s).
- K. Identify competing properties.
- L. Make recommendations as to how Property/Owner may successfully compete.

5.5 Additional Questions Specific to this RFP

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

Proposer Qualifications and Experience (40%)

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 to within the past seven (7) years that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address;
 - Contact name with email address and phone number;
 - Time period from execution of listing agreement to lease execution;
 - Length of business relationship; and
 - Project description/short description of work performed.
2. Has Proposer worked with Owner or any UT institution(s) in the past seven (7) years? If "yes," provide the institution name, department name, department contact, and provide 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 international (if applicable) service and marketing platforms.
 5. Describe Proposer's service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

Project Team (25%)

6. Provide the name(s) and contact information for the individual(s) who will be responsible for representing the Owner'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.
7. 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), and the number of Property sale transactions closed by such broker for each of the last three (3) calendar years.
8. Provide a brief description of at least two (2) similar transactions in Austin, Travis County, Texas and/or surrounding counties that were successfully marketed by the Assigned Broker(s).

Approach to Project Services (25%)

9. Provide a statement of the Proposer's service approach and describe any unique benefits to Owner for doing business with Proposer. Briefly describe Proposer's approach for each of the required services identified in **Section 5.4** of this RFP.
10. Provide an estimate of the earliest starting date for services following execution of the Agreement.
11. Submit a work plan with key dates and milestones. The work plan should include:
 - Identification of tasks to be performed;
 - Time frames to perform the identified tasks;
 - Project management methodology;
 - Implementation strategy; and
 - The expected time frame in which the services would be implemented.
12. Provide Proposer's price opinion on the Property.
13. Provide Proposer's proposed approach to marketing the Property, including, specifically, the identification of any challenges anticipated in marketing the Property. Discuss marketing approaches.

Conflict of Interest Disclosure (NOT SCORED)

Disclose any potential conflicts of interest that may exist between Proposer, the Assigned Broker(s), and Owner.

Note: Final selection may be contingent upon Board of Regents review of disclosed conflicts of interest.

Intentionally Left Blank

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No: 720-2210 – 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 RFP upon the terms quoted (firm fixed price) below. Owner will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Cost/Commission Structure (10%)

Provide the Real Estate fee rate for each of the following:

- 6.1.1 If there is no Cooperating Broker, _____ % of the total sales price. Indicate whether there is an overall cap and/or if there are breakpoints.
- 6.1.2 If there is a Cooperating Broker, _____ % of the total sales price. Indicate whether there is an overall cap and/or if there are breakpoints. Describe how the Broker's Fee will be split between Broker and Co-Broker.
- 6.1.3 If there is one (1) Intermediary Broker, _____ % of the total sales price. Indicate whether there is an overall cap and/or if there are breakpoints. Describe how the Broker's Fee will be split between Broker and Intermediary Broker.

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

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

Owner will be entitled to withhold _____ percent (____%) of the total payment due under the Agreement until after Owner's acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____ days / net 30 days.

[Section 51.012, Education Code](#), authorizes Owner to make payments through electronic funds transfer methods. Proposer agrees to accept payments from Owner through those methods, including the automated clearing house system (**ACH**). Proposer agrees to provide Proposer's banking information to Owner in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, Owner will confirm Proposer's banking information. Changes to Proposer's bank information must be communicated to Owner 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.

Owner, 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\(c\)\(4\)](#), Owner 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

TABLE OF CONTENTS

SECTION 1: <u>GENERAL INFORMATION</u>	1
SECTION 2: <u>EXECUTION OF OFFER</u>	4
SECTION 3: <u>PROPOSER'S GENERAL QUESTIONNAIRE</u>	7
SECTION 4: <u>ADDENDA CHECKLIST</u>	9

SECTION 1

GENERAL INFORMATION

1.1 Purpose

Owner 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 Owner.

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

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

1.3 Public Information

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

Owner 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, Owner 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 Owner in a form substantially similar to the Agreement between Owner and Contractor (the **Agreement**) attached to this RFP as **APPENDIX TWO**, incorporated for all purposes and otherwise acceptable to Owner in all respects.

1.5 Proposal Evaluation Process

Owner 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 completed and signed HSP will be rejected by Owner 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, Owner may invite one or more selected Proposers to participate in oral presentations. Owner will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

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

Owner may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, Owner 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, Owner may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, Owner reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of Owner.

After the Submittal Deadline but before final selection of Contractor, Owner 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. Owner will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. Owner is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to Owner overall, as determined by Owner.

Owner 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 Owner. Proposer is hereby notified that Owner will maintain in its files concerning this RFP a written or electronic record of the basis upon which a selection, if any, is made by Owner.

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 Owner 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 Owner has made no representation written or oral that one or more agreements with Owner will be awarded under this RFP; (2) Owner issues this RFP predicated on Owner's anticipated requirements for the Services, and Owner has made no representation, written or oral, that any particular scope of services will actually be required by Owner; 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 Owner.
- 1.8.3 Owner 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 Owner, at Owner'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 Owner makes no warranty or guarantee that an award will be made as a result of this RFP. Owner 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 Owner's best interest. Owner 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 Owner, at Owner'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 Owner, in Owner'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). In cases where a question does not apply or if unable to respond, Proposer should 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 Owner, 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.

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 Owner, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3** of this RFP.*

Owner 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. Owner will not accept proposals submitted by mail, 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 Owner. 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 Owner's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to Owner.

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 Owner 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 Owner and Proposer. Owner has made no representation or warranty, written or oral, that one or more contracts with Owner 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. Owner will rely on such statements, information and representations in selecting Contractor. If selected by Owner, Proposer will notify Owner 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 OWNER, INDEMNIFY, AND HOLD HARMLESS OWNER, UT SYSTEM, 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 Owner that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with Owner as specified in this RFP and that Proposer's intent is not contingent upon Owner'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 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.15 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

- 2.1.16 Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP 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 Owner proposer lists.
- 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 Owner'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 UT System, on the other hand, other than the relationships which have been previously disclosed to Owner in writing.
 - Proposer has not been an employee of any member institution of UT System 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner.
- 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 Owner in connection with this RFP.

2.13 Proposer Certification Relating to Critical Infrastructure. Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 2116, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Proposer held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the *Texas Government Code* (a “designated country”) or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Proposer understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Proposer’s or its parent company’s securities are publicly traded or (2) Proposer or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.14 Proposer Compliance and Certification Relating to Cloud Computing Services. Section 2054.0593 of the *Texas Government Code* (enacted by [SB 475, 87th Texas Legislature, Regular Session \(2021\)](#)) requires the Texas Department of Information Resources (DIR) to establish and implement a state risk and authorization management program to provide a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process the data of Texas state agencies. DIR by rule shall prescribe (1) the categories and characteristics of cloud computing services subject to the state risk and authorization management program and (2) the requirements for certification through the program of vendors that provide cloud computing services. DIR shall evaluate vendors to determine whether a vendor qualifies for a certification issued by DIR reflecting compliance with program requirements. Texas state agencies must ensure that each contract for cloud computing services that the agency enters into or renews on or after January 1, 2022, complies with Section 2054.0593.

As a result, Proposer certifies that if selected it will comply with the requirements of such a state risk and authorization management program and maintain program compliance and certification throughout the term of any contract or agreement resulting from this RFP. Proposer understands and agrees that the Owner may not enter into or renew any contract or agreement resulting from this RFP with Proposer to purchase cloud computing services for the Owner that are subject to the state risk and authorization management program unless the Proposer demonstrates compliance with program requirements. Proposer acknowledges that any contract or agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with this Section.

2.15 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: 720-2210 – 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, Owner 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 Owner.
- 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 Owner (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 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of Owner? If yes, Proposer will explain.
- 3.1.8 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 Miscellaneous

- 3.2.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to Owner. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.2.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by Owner from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref: Real Estate Broker Services

RFP No: 720-2210

Ladies and Gentlemen:

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

Note: The number of initials required should correspond directly to the total number of Addenda issued.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
SAMPLE LISTING AGREEMENT/SAMPLE REAL ESTATE CONTRACT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

ACCESS BY INDIVIDUALS WITH DISABILITIES

Access by Individuals with Disabilities: Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to Owner under this Agreement (**EIRs**) comply with applicable requirements in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to Owner, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, Owner may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to Owner all amounts Owner paid under this Agreement.

APPENDIX FOUR

**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](#), Contractor must use the Texas Ethics Commission electronic filing web page (at <https://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 Owner. **The Certificate of Interested Parties will be submitted solely by awarded Contractor(s) to Owner with the signed Agreement.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
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.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 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		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT 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.			
_____ Printed name of officer administering oath Signature of officer administering oath Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			

APPENDIX FIVE

INFORMATION SECURITY REQUIREMENTS AND QUESTIONS

UT System Information Security Requirements

1. Multi-factor Authentication (MFA or also known as two-factor authentication-2FA), as defined by [NIST SP 800-63](#), must be applied during the following: Access to University [Confidential data](#) by any System or Application Administrators or user with elevated privileges (i.e., super users).
2. Contractor must use encryption standards approved by UT System or defined in [NIST SP 800-175B Rev. 1](#) for confidential data at rest, in motion, during processing, and for all mobile applications, websites, and portals.
3. Required by Section 2054.517 of the Texas Government Code and defined in [UTS 165 Standard 11.8](#): Before deploying an Internet website (or portal) and mobile applications that process UT System confidential data, the developer or third-party responsible for development must:
 - a. Submit the following documentation
 - I. the architectureⁱ of the website and mobile applications;
 - II. the authentication mechanism(s) for the website and applications;
 - III. the Administrator level access to data included in or accessed by the website and applications;
 - b. Subject the website, portal and applications to a vulnerability and penetration test as describedⁱⁱ; this test must be repeated every year during the contract period.
 - c. Utilize approved access and authentication mechanismsⁱⁱⁱ.
 - d. Apply MFA for Administrative or privileged user access.
4. If the Contractor/Vendor is providing a [cloud-based service](#)^{iv}, the State of Texas requires certification of TxRAMP status. See <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp> for more information. UT System can work with the Contractor/Vendor for an Agency Sponsored Provisional Status. TX-RAMP Provisional Status may not be requested after January 1, 2023.
5. If Contractor is responsible for credit card processing, the current version of PCI-DSS requirements must be met.

Additional Requirements:

- UT System is required to conduct annual security risk assessments and the UT Information Security staff will request updated information from the Contractor each year. Information may include, but not limited to: Certification and Audit Reports, vulnerability scans, updated policies and the like.
- RFP Proposer finalists must be prepared to have appropriate technical security and privacy experts available to address responses in a separate presentation session for UT System.

Questions

Note: Answer the following questions as they apply to the people, processes and technology and data pursuant to this RFP.

General Security

1. Provide the name of the Chief Information Security Officer (CISO), Chief Information Officer (CIO) or equivalent positions along with a short description of his or her qualifications.
2. Are background checks and screening conducted on employees and subcontractors? If yes, what is the frequency?
3. Is a specific security framework or collection of industry standards applied to harden information systems that will interact with the services proposed, including systems that

store, transmit, process, or serve UT System data to users? If so, describe these standards and their source.

4. Does the Contractor have documented policies and procedures that cover the following:
 - A. Information Security
 - B. Security Incident Response and supporting procedures
 - C. Change Control and supporting procedures
 - D. Acceptable/Responsible Use
 - E. Privacy
 - F. Risk Management
 - G. Patch and Vulnerability Management
 - H. Cloud Security
 - I. Software Development Security
5. How often are security and privacy policies updated?
6. Is there a formal Change Management process for updating policies?
7. If application(s), whether mobile or other, are provided as part of this Proposal:
 - A. Are industry standards or a specific method/model followed for software development? If yes, what standard/model?
 - B. Are multiple, staged software development environments used for development, testing and production? If yes, describe how the environments are isolated from each other and what access controls are in place to minimize the risk of code corruption or unauthorized exposure.
8. List an example of an administrative safeguard or best practice employed to prevent unauthorized access to UT System data.
9. Where will UT System data be stored (answer all that apply):
 - a. In a physical (on-premise) data center, owned and/or managed by the Contractor.
 - b. In third-party storage locations not managed by the Contractor.
 - c. in Public or Private Cloud locations.
 - d. in a Cloud location outside of the United States.
 - e. Other.
10. If UT System data will be stored in physical data center, what physical controls are in place? What level of redundancy tiering is the data center rated at?
11. How will UT System's data be segregated from the data of other customers to prevent accidental or unauthorized access? (applies to all locations of data storage).

Cloud Security (Answer applicable questions)

1. Are any services provided hosted in a Public or Private Cloud? If yes, indicate which services and what type of hosting.
2. What industry standards, best practices or Cloud Security frameworks are followed to minimize risk to customer data, including accidental or deliberate exposure?
3. Provide an example of how Contractor's virtual systems are segregated and protected from risks.

Access and Identity Management

12. UT institutions use Microsoft's Multi-factor authentication product or Duo. Does the proposed product or service integrate with those products?
13. UT System requires multi-factor authentication (MFA, also known as two-factor Authentication-2FA) and recommends using it where possible.
14. Requirement: See description in UT System Information Security Requirements.
15. Recommendation: Any individual accessing a system that contains or has access to Confidential University Data should use 2FA.
16. Does the Contractor's service provide the option to require MFA for 'super users' and not require it for other users? Does it provide the option of applying MFA for all users?

17. Does the Contractor's implementation of MFA meet the standards as defined by NIST SP 800-63?
18. If MFA is not currently available, is there a timeframe when it will be. If so, provide estimated roadmap schedule.
19. Describe the Identity and Access Management (IAM) components of the Contractor's services including how the platform ensures accurate and consistent secure identity management of all uniquely identified individuals?
20. Summarize how IAM components are kept in sync and how they integrate with each other.
21. Summarize the process for user account provisioning and de-provisioning, including super user accounts.
22. How does the Contractor detect an account compromise of UT System-issued credentials? Provide two examples.
23. If a UT System user's password is confirmed to be compromised, what is the process to reset/disable or otherwise protect UT System data from exposure or malicious attacks?

Technical Security

24. Explain the general encryption method and algorithm (e.g. AES 256) in use for:
 - a. Data at rest
 - b. Data in motion
 - c. Data in Session state (in process)
 - d. Application data exchange and APIs (whether cloud or on premise)
 - e. Application and platform external connections
 - f. Database
 - g. Data backups
 - h. Mobile applications
25. Explain how cryptographic keys are managed, what protection mechanisms are in place, and who has access to them.
26. Summarize the process for security patch management, including roles and responsibilities, frequency, testing plan and system maintenance.
27. Are periodic vulnerability scans performed? If yes:
 - a. How often are scans conducted?
 - b. What is the process to escalate and/or prioritize and remediate identified vulnerabilities?
 - c. Do scans include databases?
 - d. Are applications scanned to detect specific code related vulnerabilities prior moving to Production?

Disaster Recovery and Business Continuity

28. Does the Contractor have a Disaster Recovery Plan (DRP). If so:
 - a. Is it supported by policies and procedures?
 - b. Is it updated periodically, If yes, how frequently?
 - c. Is it tested periodically? If yes, how frequently and what type of tests are performed?
 - d. Do all staff with a role or responsibility know about the DRP and how to access it in case of a declared disaster?
 - e. Does it include systems and services provided to customers, including UT System?
 - f. If in place, provide an outline of the DRP
 - g. If no DRP exists, describe the controls and methodology used to ensure the restoration and availability of UT System data.
29. Is a Business Continuity Plan (BCP) in place that ensures minimal disruption of services provided to UT System? If yes, what is the maximum amount of time that services may be unavailable?

30. Does a Data Backup and Recovery plan procedures exist? If yes, summarize or provide an outline of the plan. If not, describe what alternative methods will be used to ensure the restoration and availability of UT System data.
31. Will critical UT System data be backed up to an offline (completely isolated) location that can be restored in the case of a successful Ransomware attack?
32. Does the Contractor utilize an air gap or vaulted backup strategy?
33. Explain how UT System data is reliably destroyed upon request or under the terms of the contractual agreement? What evidence will be provided to System after data has been successfully destroyed?

Security Logging, Monitoring and Incident Response

34. Do the proposed services allow administrative or 'super user' level changes to UT System data that isn't tracked through audit logs?
35. Does the Contractor utilize a formal Security Operations Center (SOC), either internally staffed or contracted to a third party? If yes, where is it (or if multiple, describe) geographically located? Does it operate on a 24x7x365 schedule?
36. Are adequate logs generated and stored to validate security controls function as designed, including MFA requirements?
37. What is the average log retention period?
38. Are all systems that support or connect to services and systems provided in this Proposal configured to generate logs to a central storage location? If not, how is visibility into anomalous activity ensured?
39. Summarize how multiple security logs and event data are correlated, analyzed and acted upon.
40. Provide an example of technology controls (e.g. DLP, firewall, IDS/IPS, Endpoint Detection, etc..) coupled with a process that is used to monitor the confidentiality, integrity and availability of the service proposed.
41. Provide two examples of a procedure in place to ensure timely mitigation of detected vulnerabilities and security incidents?
42. Provide the Table of Contents or an overview of the Security Incident Response Plan (IRP) and one example for each category: protection, detection, identification, and recovery.
43. Is there a component of the IRP that addresses how the Contractor will work with customers and subcontractors when a security or privacy incident involving UT System data is detected?
44. Summarize the procedures in place to isolate or disable suspicious or compromised systems that interact with the Service proposed?
45. When a significant incident that requires digital forensic investigation is declared, could UT System data be retained for forensic purposes? If so, how will this affect business processes for UT System?
46. Describe two examples of a method or process used to detect and prevent actions taken by an unauthorized entity attempting to access data, e.g., auto-generated audit reports or alerts.
47. Are there automated alerts or reports that monitor unauthorized access to confidential data? If yes, is the Contractor willing to provide these to UT System?
48. Are controls in place to detect Ransomware or precursor events to a Ransomware attack? If yes, describe these.
49. If Ransomware is discovered in the Contractor's systems, what is the first step to mitigation?
50. If UT System discovers that a serious vulnerability exists in the Contractor's platform, describe the process for reporting, how and when the risk will be remediated.

-
- ⁱ Website architecture. A diagram and narrative of website logical structure, data flow, and design of the technical, security, functional, and visual components.
- ⁱⁱ Penetration and vulnerability test. Contractor may choose to either allow UT System to conduct a vulnerability scan on a test environment that mirrors the actual production environment or provide an attestation of a third-party vulnerability assessment. Review and acceptance of the findings shall comply with [UTS 165 Standard 10.8](#).
- ⁱⁱⁱ Approved access and authentication mechanisms. Reference [NIST 800-53B](#) and [UTS 165 Standard 4: Access Management](#) for approved standards. A unique identifier that does not include the individual's social security number, in full or part per [UTS 165 Standard 13: Use and Protection of Social Security Numbers](#).

APPENDIX SIX
PROPERTY MAPS
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX SEVEN
PROPERTY SUMMARY REPORT
(INCLUDED AS SEPARATE ATTACHMENT)