

INVITATION TO BID

The University of Texas System

ITB No.: 2017-CP00010

*Real Estate Broker Services for San Antonio
Extraterritorial Jurisdiction Property*

Bid Submittal Deadline: **Tuesday, June 13, 2017 at 2:30pm CST**



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Date: May 26, 2017

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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 (“**UT 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 217,000 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 70,000 health care professionals, researchers, student advisors and support staff, the UT System is one of the largest employers in the state.

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

1.2 Objective

On behalf of the Board of Regents of the University of Texas System, for the benefit of the University of Texas Health Science Center at San Antonio, UT System requests bids from interested and qualified commercial real estate brokers to market (locally and nationwide) property for sale located in the City of San Antonio Extraterritorial Jurisdiction (ETJ).

The property is situated within the Texas Research Park on State Highway 211, within the San Antonio ETJ, located in Bexar County and Medina County, Texas and is depicted on the aerial photos attached as **Appendix One** (the “**Property**”). The Property is comprised of approximately 181 acres of land and six (6) buildings located on various parcels. Details of the various tax parcels of land are attached as **Appendix Two**; details of the various buildings located on the Property are provided in **Appendix Three**. The land and all buildings and improvements located thereon will be offered for sale.

1.3 Award Criteria

Bidder is encouraged to propose terms and conditions offering the maximum benefit to UT System in terms of (1) service, (2) Bidder’s capability and proven experience pertaining to nationwide marketing of similar properties for sale, and (3) total overall cost.

UT System will evaluate and award the project based on the information provided in the bid. UT System may consider additional information if UT System determines the information is relevant.

UT System will consider the following three criteria in evaluating bids and awarding the project:

- A. Bidder Capability and Experience (50%);
- B. Project Approach (40%);
- C. Total Cost (10%).

UT System will review and evaluate bids to determine whether UT System wishes to conduct personal interviews with any Bidders. UT System will notify Bidders who are selected for personal interviews. UT System reserves the right to terminate this invitation to bid at any time and to reject any or all bids.

SECTION 2

NOTICE TO RESPONDENTS

2.1 General

UT System is accepting bids to enter into an Agreement with a real estate brokerage firm pursuant to Sec. 51.780, *Texas Education Code*, in accordance with the terms, conditions and requirements set forth in this Invitation to Bid (“ITB”) No. 2017-CP00010 Real Estate Broker Services for San Antonio Extraterritorial Jurisdiction Property. This ITB provides sufficient information for interested parties to prepare and submit bids for consideration by UT System.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS ITB CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 Submittal Deadline

UT System will accept bids until **Tuesday, June 13, 2017 at 2:30pm CST.**

2.3 UT System Point of Contact

Any questions or concerns regarding this Invitation to Bid shall be directed in writing via email to:

Jerry Fuller
Email: purchasing@utsystem.edu

The deadline for questions is **12:00 noon CST on Monday, June 5, 2017.**

UT System specifically requests that Respondents restrict all contact and questions regarding this ITB to the above named individual via email.

2.4 Type of Contract

Upon selection of a bid, the successful respondent will be required to enter into a contract in the form of a brokerage services agreement as mutually agreed upon by UT System and the respondent.

2.5 Inquiries and Interpretations

Responses to inquiries that directly affect an interpretation or change to this ITB will be issued in writing by addendum (amendment) and e-mailed to all parties recorded by UT System as having received a copy of the ITB. All such addenda issued by UT System prior to the submittal deadline shall be considered part of the ITB, and the Respondent shall be required to consider and acknowledge receipt of such in his bid.

ANY ADDENDUM ISSUED BY THE POINT OF CONTACT FOR THIS ITB WILL BE POSTED ON THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS ELECTRONIC STATE BUSINESS DAILY (ESBD) WEB SITE AT: [HTTP://ESBD.CPA.STATE.TX.US/](http://ESBD.CPA.STATE.TX.US/)

Only those inquiries UT System replies to via formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by signing the Pricing Schedule (Section 7).

2.6 Public Information

UT System considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that UT System strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

2.7 Commitment

Respondent understands and agrees that this ITB is issued predicated on anticipated requirements for and that UT System has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this ITB. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

UT System reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid to best serve the interests of the UT System.

2.8.1 Validity Period

Bids are to be valid for UT System's acceptance for a minimum of one hundred and twenty (120) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

2.8 Key Events Schedule

Issue Invitation to Bid	Friday, May 26, 2017
Last Day for Questions	Monday, June 5, 2017 12:00 noon CST
Bid Submittal Deadline	Tuesday, June 13, 2017 2:30 PM CST

SECTION 3

BID REQUIREMENTS

3.1 General Instructions

- A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- B. Submittals and any other information submitted by Respondents in response to this ITB shall become the property of UT System.
- C. UT System will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk and expense.
- D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the ITB documents, or irregularities of any kind are subject to disqualification by UT System, at its option.
- E. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this ITB and the potential ITB. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of UT System's needs.
- F. UT System makes no guarantee that an award will be made as a result of this ITB or any subsequent ITB, and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this ITB or resulting ITB or contract when deemed to be in UT System's best interest. Representations made within the qualifications submittal and any subsequent bid will be binding on responding firms. UT System will not be bound to act by any previous communication or submittal submitted by the firms other than this ITB.
- G. Failure to comply with the requirements contained in this Invitation to Bid may result in the rejection of your bid.

3.2 Preparation and Submittal Instructions

- A. Respondents must complete, sign and return the attached Execution of Offer, Section 6, as part of their bid response. Bid must be signed by Respondent's company official(s) authorized to commit such bids. Failure to sign and return these forms will subject your bid response to be disqualified.
- B. Responses to this ITB should consist of answers to required questions in Section 8 Respondent Questionnaire. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.
- C. Submission
 - 1. Two (2) identical copies of the bid including any supplemental printed material referenced with the ITB, must be submitted and received in the Purchasing Office, on or before the time and date specified, pursuant to the Notice to Respondents (ref. Subsection 2.2) and delivered to:

The University of Texas System
 Contracts and Procurement
 210 West 6th St.
 Suite B.140E
 Austin, Texas 78701
Attn: Christopher Palacios

NOTE: Show the Invitation to Bid number and submittal date in the lower left-hand corner of your sealed bid envelope (box/container).

2. The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the ITB number must be clearly visible; and name and the return address of the Respondent must be clearly visible.
3. Late bids properly identified will be returned to Respondent unopened. Late bids will not be considered under any circumstances.
4. Telephone bids are not acceptable when in response to this Invitation to Bid.
5. Facsimile ("FAX") bids are not acceptable when in response to this Invitation to Bid.
6. Email bids are not acceptable when in response to this Invitation to Bid.

NOTE: It is the responsibility of the Respondent to ensure that their bid is submitted to meet the deadline date and time requirements.

3.3 Pricing

Respondent is required to complete the Pricing Schedule that is associated with this ITB (ref. Section 7).

3.4 Submittal Checklist

Firms are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these completed documents may subject your submittal to disqualification.

- ✓ **Section 6 - Signed and Completed Execution of Offer**
- ✓ **Section 7 - Signed and Completed Pricing Schedule**
- ✓ **Section 8 – Completed Respondent Questionnaire**
- ✓ **Signed and Completed W-9 Form**

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

4.2 UT System's Right to Audit

At any time during the term of this Contract and for a period of four (4) years thereafter UT System or a duly authorized audit representative of UT System, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by UT System reveals any errors/overpayments by UT System, Contractor shall refund UT System the full amount of such overpayments within thirty (30) days of such audit findings, or UT System, at its option, reserves the right to deduct such amounts owing UT System from any payments due Contractor.

4.3 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.4 Insurance

A. For any Contract which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide UT System with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract unless such Contract specifies different coverages or amounts.

1. Contractor agrees to maintain, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverages in at least the amounts specified:
 - Workers Compensation: Statutory Limits
 - Employer's Liability: \$1,000,000 per accident and employee
 - Commercial General Liability (including contractual liability):
 - \$1,000,000 per occurrence
 - Product/Completed Ops: \$2,000,000 aggregate
 - Auto Liability: \$1,000,000 combined single limit
 - All other insurance required by state or federal law

- B. All policies (except Workers' Compensation) will name UT System as an Additional Insured. A Waiver of Subrogation in favor of UT System and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to UT System prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against UT System, its agents, employees or representatives.
- C. Contractor shall provide UT System a full and complete copy of any insurance policy promptly upon request by UT System, and without charge to UT System.

4.5 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the State.

4.6 Non-Disclosure

Contractor and UT System acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or UT System, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.7 Publicity

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of UT System's employees or use UT System's name in connection with any sales promotion or publicity event without the prior express written approval of UT System.

4.8 Assignment

The potential agreement with Contractor resulting from this ITB is a personal service contract for the services of Contractor, and Contractor's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by UT System.

4.9 Assignment of Overcharge Claims

Contractor hereby assigns to UT System any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.10 Patent and Copyright

Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.

4.11 Texas Public Information Act

UT System considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and

therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq) after a contract is awarded.

Respondents are hereby notified that UT System strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of ITB information.

4.12 Freedom of Access and Use of Facilities

Contractor's employees shall have reasonable and free access to use only those facilities of UT System that are necessary to perform services under this Contract and shall have no right of access to any other facilities of UT System.

4.13 Observance of UT System Rules and Regulations

Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

4.14 Section Headings

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

4.15 Governing Law

This ITB any subsequent ITB, and resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

4.16 Contingent Fee

Performance by University under an agreement awarded through this ITB may be contingent on the consummation of transaction(s).

SECTION 5
SPECIFICATIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Bidder as part of its bid, are set forth below.

5.2 Scope of Work

UT System anticipates making one award under this solicitation. Award will be made for Scope of Work (SOW) detailed in packages below. Awards will be based on complete packages only. Respondents must be able to provide all items in a specific package in order to submit pricing for that package. The award of any or all parts of this solicitation will be made at the discretion of the UT System.

Awardee will provide the following services:

- A. Provide market analysis and pricing guidance for the property.
- B. Provide a profile of anticipated purchasers of the Property.
- C. Establish a nationwide marketing strategy to reach out to potential purchasers that employs multiple types of advertising including, but not limited to, publish availability on CoStar and other online commercial listing services, internet exposure, signage, alternate trade publication strategies, etc.
- D. Provide technical assistance on the presentation of the Property for sale.
- E. Guide tours the Property with prospective purchasers.
- F. Forward all offers to UT System for consideration of sale.
- G. Assist UT System with the closing of the sale of the Property.

5.3 Minimum Requirements

The Lead Broker and other key real estate professional(s) assigned to the contract must be licensed real estate brokers in the state of Texas.

Bidder must have local and nationwide experience and capability marketing similar properties for sale in the San Antonio area.

5.4 Information Required for UT System Evaluation of Bidder

Bidder must submit the following information as part of Bidder's bid:

A. Bidder Capability and Experience (50% weight)

- 1) Provide references from three (3) of Bidder's customers from the past five (5) years for services that are similar in scope and complexity, or for properties of similar size and complexity, to the Services herein.

Provide the following information for each client:

- Client (company) name and address;
 - Client contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
- 2) Has Bidder worked with any component institution of UT System in the past five (5) years; or, has bidder worked with another university (public or private) or other governmental entity? If "yes," state university/entity name, department name, department contact, and provide a brief description of work performed;
 - 3) Provide the name(s) and contact information for the individual(s) who will be responsible for marketing the Property and a statement of their qualifications, including licensing, education, and years of experience;
 - 4) A brief description of at least two (2) comparable properties that were successfully marketed by the individual(s);

B. Project Approach (40% weight)

- 5) A broker price opinion and the proposed strategy to marketing the subject property, including, specifically, the identification of any challenges anticipated in marketing the property;
- 6) Recommendations regarding marketing the property as a whole or in separate tracts and justifications for the recommended approach;
- 7) Indicate number of calendar days needed to commence the Services from the execution of the services agreement; and
- 8) An identification of any potential conflicts of interest that may be present between Bidder and University and/or UT Health.

C. Total Cost (10% weight)

- 9) Provide Bidder's desired commission rate structure payable upon closing of the sale of the Property. Bidder's commission rate structure should be graduated to reflect a reduced rate at certain dollar value threshold(s) as is customary in the marketplace for high-value commercial properties.

**SECTION 6
EXECUTION OF OFFER**

ITB NO.: 2017-CP00010 Real Estate Broker Services for San Antonio ETJ Property

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

1. By signature hereon, Respondent represents and warrants the following:
 - A) Respondent acknowledges and agrees that (1) this ITB is a solicitation for a bid and is not a contract or an offer to contract; (2) the submission of a bid by Respondent in response to this ITB will not create a contract between UT System and Respondent; (3) UT System has made no representation or warranty, written or oral, that one or more contracts with UT System will be awarded under this ITB; and (4) Respondent will bear, as its sole risk and responsibility, any cost arising from Respondent's preparation of a response to this ITB.
 - B) Respondent is a reputable company that is lawfully and regularly engaged in providing the Services.
 - C) Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - D) Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - E) Respondent understands (i) the requirements and specifications set forth in this ITB and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.
 - F) If selected by UT System, Respondent will not delegate any of its duties or responsibilities under this ITB or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - G) If selected by UT System, Respondent will maintain any insurance coverage as required by the Agreement during the term thereof.
 - H) All statements, information and representations prepared and submitted in response to this ITB are current, complete, true and accurate. Respondent acknowledges that UT System will rely on such statements, information and representations in selecting Contractor. If selected by UT System, Respondent will notify UT System immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
 - I) RESPONDENT WILL DEFEND WITH COUNSEL APPROVED BY UT SYSTEM, INDEMNIFY, AND HOLD HARMLESS THE UNIVERSITY OF TEXAS 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 RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS ITB.
 - J) Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Respondent under any contract or agreement resulting from this ITB may be applied directly to any debt or delinquency that Respondent 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. By signature hereon, Respondent offers and agrees to furnish the Services to UT System and comply with all terms, conditions, requirements and specifications set forth in this ITB.
3. By signature hereon, Respondent affirms that it has not given or offered to give, nor does Respondent 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 submitted bid. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted bid or any resulting contracts, and the Respondent may be removed from all bid lists at UT System.
4. By signature hereon, Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Respondent is exempt from the payment of those taxes, or that Respondent 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 UT System's option, may result in termination of any resulting contract or agreement.
5. By signature hereon, Respondent hereby certifies that neither Respondent nor any firm, corporation, partnership or institution represented by Respondent, or 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 the bid made to any competitor or any other person engaged in such line of business.

6. By signature hereon, Respondent certifies that the individual signing this document and the documents made a part of this ITB, is authorized to sign such documents on behalf of Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Respondent's bid.
7. By signature hereon, Respondent certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Respondent certifies that the individual or business entity named in the Respondent's bid is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this ITB may be terminated if this certification is inaccurate."
8. By signature hereon, Respondent certifies that (i) 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 Respondent that is a sole proprietorship, the officers or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint venturers of any Respondent that is a joint venture or the members or managers of any Respondent that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to UT System in writing; (ii) Respondent has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) 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 Respondent's bid or any contract resulting from this ITB (ref. Section 669.003, *Government Code*). All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before UT System enters into a contract or agreement with Respondent.
9. By signature hereon, Respondent certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
10. By signature hereon, Respondent represents and warrants that all products and services offered to UT System in response to this ITB 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 ITB.
11. Respondent will and has disclosed, as part of its bid, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UT System makes an award or enters into any contract or agreement with Respondent.
12. If Respondent will sell or lease computer equipment to the UT System under any agreements or other contractual arrangements that may result from the submission of Respondent's bid then, pursuant to Section 361.965(c), *Health & Safety Code*, Respondent certifies that it 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 Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 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.
13. **Respondent should complete the following information:**

Respondent's Federal Tax Identification No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter Number: _____

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 SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 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:

(Respondent's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Respondent's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 7

PRICING SCHEDULE

ITB No. 2017-CP00010 Real Estate Broker Services for San Antonio ETJ Property

TO: The University of Texas System

BY: _____
(Company Name)

(Address)

(City, State, Zip Code)

(Date)

PROJECT: ITB No. 2017-CP00010 Real Estate Broker Services for San Antonio ETJ Property

Dear Madam/Sir:

Having carefully examined all the specifications and requirements of this ITB and any attachments thereto, the undersigned proposes to furnish all equipment, labor, materials, supervision and services required to complete the entire work in complete accordance with the above document for the following firm, fixed prices. Prices listed shall be in US Dollars. UT System will not accept bids which include assumptions or exceptions to the work identified in this ITB.

I. Pricing

The pricing provided below shall be listed to coincide with the scope of work described in Section 5, Specifications, and shall be considered all inclusive.

Proposed Commission Schedule to be detailed below:

The undersigned acknowledges that he has read and complies with the Bidding Requirements and General Requirements and Terms and Conditions of this ITB.

The undersigned acknowledges receipt of the following Addenda to this ITB, if applicable:

No. 1 ____ No. 2 ____ No. 3 ____ No. 4 ____ No. 5 ____

The undersigned agrees, if awarded the Contract, to execute the Contract within ten (10) days after notification of award, and to commence work within ten (10) days after full execution of a contract with the Board of Regents of The University of Texas System.

Respectfully Submitted,

(Company Name)

By: _____

Title: _____

Date: _____

(SEAL: If bid is by a Corporation)

**SECTION 8
RESPONDENT QUESTIONNAIRE**

Respondents are requested to submit complete responses to each of the items listed below. Responses are to be submitted as an attachment to your bid package. Please reference each response by its item number indicated below.

1. Legal name of the company:

Address of the office which would be providing service: _____

Number of Years in Business: _____

Type of Operation: Individual: _____ Partnership: _____

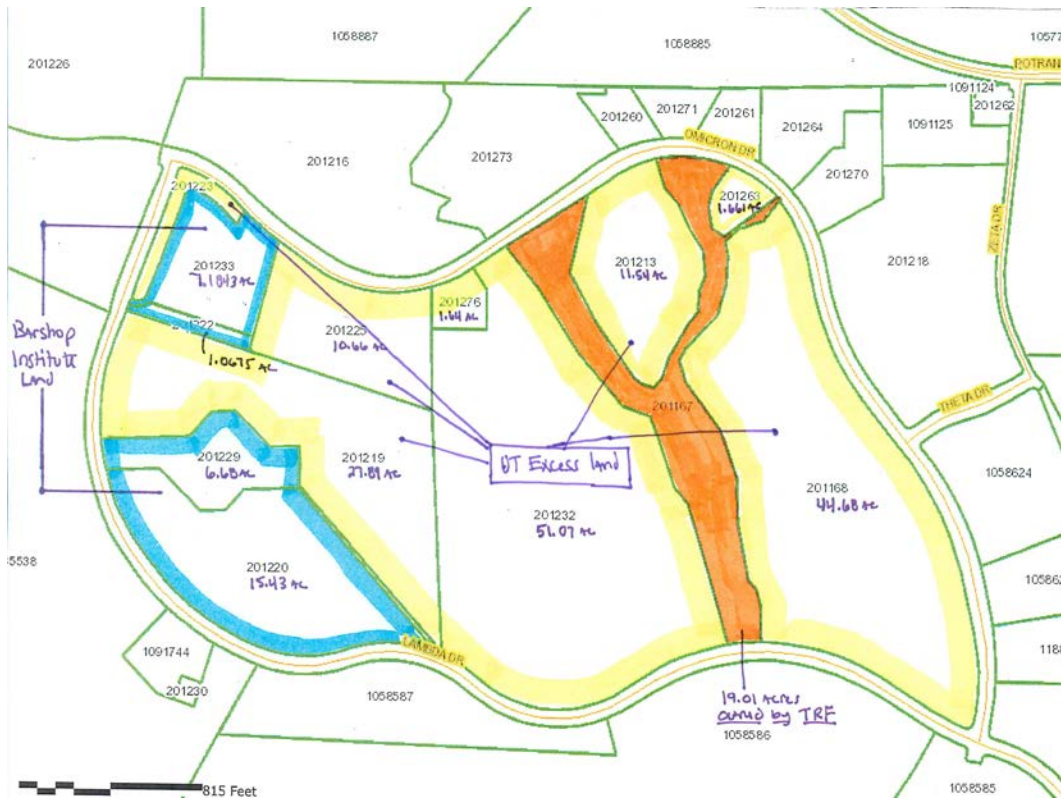
 Corporation: _____ Government: _____

Number of Employees: _____

Annual Sales Volume: _____

2. State that you will provide a copy of your company's financial statements for the past two (2) years, if requested by UT System.
3. Provide a Financial rating of your company and any documents, including a Dunn and Bradstreet analysis which indicates the financial stability of your company.
4. Is your company for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
5. Provide details of all past pending litigation or claims filed against your company that would affect your company's performance under a Contract with UT System.
6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? If yes, specify date(s), details, circumstances and prospects for resolution.
7. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any UT System employee? If yes, please explain.

**APPENDIX TWO
BEXAR COUNTY TAX PARCEL MAP AND LEGEND**



Breakdown of Texas Research Park Tracts		
15355 Lambda Drive and 14690 Omicron Drive		
Tax ID	Acres	Note
201220	15.43	UTHSC-SA
201233	7.1843	Barshop Institute
201222	1.0675	(Improvements located on these Tracts)
201229	6.68	
201219	27.89	UT Excess Land (Vacant)
201232	51.07	
201168	44.68	
201263	1.661	
201213	11.54	
201276	1.64	
201225	10.66	
201223	1.7429	
201167	19.01	Owned by TRF*

*Flood plain land owned by Texas Research Foundation

APPENDIX THREE IMPROVEMENT DETAILS

IMPROVEMENT DESCRIPTION

Overall Property							
Name	UTHSC- Texas Research Park	Institute of Biotechnology (Hayden Head)	Centers for Biology in Medicine	Barshop Aging Center	ATT Center	Cafeteria	Institute for Drug Development (McDermott Bldg.)
Property Type	Office/Research	75% Research/ 25% Office	Research/ Office	Research/ Office	Tele-conference	Restaurant/ Cafeteria	80%Research/ 20% Office
Sub-Type	Research & Development	Wet Lab, Vivarium, Office	Wet Lab, Office	Wet Lab, Vivarium, Office	Auditorium	Food Service	Wet Lab, Vivarium, Office
No. of Bldgs.	6	1	1	1	1	1	1
No. of Stories		3, including basement	3, plus sub-level mechanical	3, plus sub-level mechanical	1	1	2
Gross Bldg. Area (SF)*	255,018	56,656	78,498	45,000	7,092	4,224	63,548
Year Built	1991 - 2003	1991	1998	2003	2001	2000	1992
Construction Class	A/ C	A	A	A	C	C	A
Construction Type	Steel Frame	Steel Frame	Steel Frame	Steel Frame	Steel Frame	Steel Frame	Steel Frame
Construction Quality	Good	Good	Good	Good	Good	Good	Good
Condition	Avg to Good	Avg. to Good	Avg. to Good	Good	Avg.	Avg.	Avg (Vacant)