The attached document entitled “Instructions for Bid Submissions” is incorporated into and forms a part of this Invitation to Bid.

Bidder Agrees to Comply with All Conditions Shown on this Form and Attached Terms and Conditions.

FAILURE TO MANUALLY SIGN MAY DISQUALIFY BID.

Check below if preference is claimed under TAC Title 34, Part 1, Chapter 20, Subchapter C, Section §20.38

( ) Texas Bidder.
( ) Texas and United States products and Texas services.
( ) Products of persons with mental or physical disabilities.
( ) Recycled, remanufactured or environmentally sensitive products.
( ) Energy efficient products.
( ) Rubberized asphalt paving material.
( ) Recycled motor oil and lubricants.
( ) Products and services from economically depressed or blighted areas as defined in Texas Government Code, §2306.004 or that meet the definition of a historically underutilized business zone as defined by 15 U.S.C. §632(p).
( ) Products produced at a facility located on property for which the owner has received a certificate of completion under §361.609, Health and Safety Code, if the goods meet state specifications regarding quantity, quality, delivery, life cycle costs, and price.
( ) Vendors that meet or exceed air quality standards.

Federally Certified Small/Small Disadvantaged Businesses
Bidder will list all certifications under any federally recognized business program:

<table>
<thead>
<tr>
<th>Vendor’s Internal Reference Number, if Applicable</th>
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</table>

CHECK APPLICABLE F.O.B. DESIGNATION BELOW:

( ) F.O.B. Destination (Preferred)
( ) F.O.B. Shipping Point

DELIVERY TIME: ___________________ CALENDAR DAYS
(Ability to make early delivery may determine award.)

TERMS OF PAYMENT FOR THE STATE OF TEXAS ARE NET 30. PLEASE QUOTE ANY DISCOUNTS FOR EARLY PAYMENT.

BID TOTAL (INCLUDE FREIGHT): _______________________

For Additional Information Contact Buyer:

CELINA MERCADO 512-471-2856

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<th>ITEM</th>
<th>DESCRIPTION</th>
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<td></td>
<td>If an award is made based on this request, the purchase order to the successful vendor shall be issued under and governed by The University of Texas at Austin's terms and conditions which may be viewed at <a href="https://utexas.app.box.com/v/order-terms-1">https://utexas.app.box.com/v/order-terms-1</a> Orders issued on federal funds are subject to additional University terms and conditions. Any additional terms and conditions, or additional agreements, attached to the vendor's response to this request will not be considered unless specifically referenced on our request form, and are then subject to review and acceptance or rejection by The University. Additional terms and conditions or agreements may result in disqualification of response.</td>
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(Continued)
The University of Texas prefers to email purchase orders directly to vendors. If you are able to accept a purchase order by email, please note the appropriate email address below:

_____________________________@_____________________________

TO RECEIVE THE COMPLETE BID PACKET, INCLUDING THE HUB SUBCONTRACTING PLAN, SAMPLE SERVICES AGREEMENT, CONTACT THE INDIVIDUAL LISTED BELOW. RESPONDENTS SHOULD DIRECT ALL QUESTIONS, IN WRITING, TO THE FOLLOWING UT AUSTIN PURCHASING OFFICE CONTACT:

CELINA MERCADO
512-471-2856
C.MERCADO@AUSTIN.UTEXAS.EDU

BID RESPONSES MAY BE MAILED OR HAND DELIVERED TO THE UT AUSTIN PURCHASING OFFICE. PLEASE NOTE: FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

IN ACCORDANCE WITH GOV'T CODE 2161.252, THE CONTRACTING AGENCY HAS DETERMINED THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE UNDER THIS CONTRACT. THEREFORE, RESPONDENTS, INCLUDING STATE OF TEXAS CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS), *MUST* COMPLETE AND SUBMIT A STATE OF TEXAS HUB SUBCONTRACTING PLAN (HSP) WITH THEIR SOLICITATION RESPONSE. FAILURE TO CORRECTLY COMPLETE AND RETURN HSP FORMS WILL RESULT IN DISQUALIFICATION OF THE BID FROM CONSIDERATION FOR AWARD.

CONTACT TIFFANY GIBSON, UT-AUSTIN HUB DIRECTOR, AT 512-471-2863, IF YOU HAVE ANY QUESTIONS ABOUT THE HUB SUBCONTRACTING POLICY.

THE UNIVERSITY OF TEXAS AT AUSTIN APPLIED RESEARCH LAB ("ARL:UT") IS REQUESTING BIDS FOR A NON-EXCLUSIVE BLANKET ORDER AGREEMENT ("BOA") TO SUPPORT THE MISSION OF ARL:UT.

THE UNIVERSITY EXPECTS TO ENTER INTO A SERVICES AGREEMENT ("CONTRACT") FOR SERVICES WITH THE SUCCESSFUL RESPONDENT ("CONTRACTOR"). THE CONTRACT SHALL BE EFFECTIVE FEBRUARY 01, 2018 OR THE DATE THE AGREEMENT IS FULLY EXECUTED BY BOTH PARTIES ("EFFECTIVE DATE") AND WILL BE EFFECTIVE FOR ONE (1) YEAR. THE UNIVERSITY RESERVES THE OPTION TO RENEW THE RESULTING CONTRACT FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS, UPON MUTUAL WRITTEN AGREEMENT BY BOTH PARTIES. THE RESULTING AGREEMENT MAY BE SUBJECT TO CANCELLATION WITH THIRTY (30) DAYS WRITTEN NOTICE.

SERVICES WILL BE REQUESTED ON AN AS NEEDED BASIS. THIS AGREEMENT DOES NOT CONSTITUTE A GUARANTEE TO PURCHASE ANY SPECIFIED SERVICE QUANTITIES. NO MINIMUM OR MAXIMUM QUANTITY IS GUARANTEED OR IMPLIED, AND THERE IS NO GUARANTEED MINIMUM NUMBER OF JOBS PER YEAR.

IN ADDITION, AN EXPORT CONTROL LETTER MUST BE ON FILE WITH ARL:UT DURING THE LIFE OF THE CONTRACT. RESPONDENT MUST BE FAMILIAR WITH AND COMPLY WITH ALL EXPORT CONTROL REGULATIONS REFERENCED IN THE EXPORT CONTROL LETTER. INTERESTED RESPONDENTS CAN CONTACT THE PURCHASING OFFICE CONTACT, CELINA MERCADO, TO REQUEST AN EXPORT CONTROL LETTER. RESPONDENTS' EXPORT CONTROL LETTER MUST BE ON FILE BEFORE AN AWARD WILL BE FINALIZED.

CONTRACTOR WILL FURNISH AND INSTALL HVAC EQUIPMENT AND COMPONENTS, ON AN AS NEEDED BASIS, FOR ARL:UT AND LAKE

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### INVITATION TO BID NO. - 01801195

**TRAVIS TEST STATION (LTTS) ACCORDING TO THE FOLLOWING REQUIREMENTS:**

1) **WORK WILL CONSIST OF REPAIR OF EXISTING EQUIPMENT AND INSTALLATION OF NEW EQUIPMENT INCLUDING, BUT NOT LIMITED TO DESIGN, CONSTRUCTION, AND INSTALLATION OF DUCT WORK; FOIL-WRAPPED INSULATION AND SEALING; FURNISH AND INSTALL COMPONENTS SUCH AS GRILLS, DAMPERS, CHILL WATER PIPES, AND THERMOSTATS; RECOVER, RECHARGE AND DISPOSE OF FREON.**

2) **CONTRACTOR MUST PROVIDE ALL TOOLS REQUIRED TO COMPLETE WORK.**

3) **CHARGES FOR MATERIAL PROVIDED BY THE CONTRACTOR FOR HVAC PARTS AND EQUIPMENT WILL BE BILLED ON A "COST-PLUS" BASIS. CONTRACTORS WILL STATE IN THEIR BID WHAT PERCENTAGE OVER THE CONTRACTOR’S COST THEY WILL BILL ARL:UT FOR MATERIAL. ARL:UT RESERVES THE RIGHT TO REQUEST AND OBTAIN INVOICES FROM THE CONTRACTOR TO DETERMINE PRICE REASONABILITY. CONTRACTORS ARE ADVISED THAT FAILURE TO QUOTE COST-PLUS PERCENTAGE SHALL BE CAUSE TO REJECT INVOICING FOR UNAUTHORIZED MATERIAL COSTS AFTER AWARD.**

4) **STANDARD HOURS WORK WILL APPLY TO ALL JOBS SCHEDULED BETWEEN 7:00AM TO 4:00PM MONDAY-FRIDAY EXCLUDING UNIVERSITY HOLIDAYS. OVERTIME HOURS APPLY TO ANY OTHER TIME BETWEEN 4:00PM TO 7:00AM MONDAY-FRIDAY, WEEKENDS, AND UNIVERSITY HOLIDAYS. THE WORK DAY BEGINS WHEN CONTRACTOR'S PERSONNEL REPORTS TO WORK AT ARL:UT.**

5) **CONTRACTOR MUST INCLUDE ALL CHARGES FOR TRAVEL TO JOBSITE IN THE PRICE QUOTED FOR SERVICES.**

6) **CONTRACTOR MUST PROVIDE SERVICE WITHIN TWENTY FOUR (24) HOURS FOR REGULAR JOBS; AND WITHIN TWO (2) HOURS FOR EMERGENCIES.**

7) **PRIOR TO PERFORMANCE OF ANY WORK, CONTRACTOR MUST OBTAIN WRITTEN APPROVAL FROM THE BUILDING SERVICES SUPERVISOR. SUBMIT ALL DESIGNS, MATERIAL LISTS, AND MATERIAL COSTS TO THE BUILDING SERVICES SUPERVISOR OR HIS DESIGNEE. WRITTEN PERMISSION SHALL INCLUDE A SIX DIGIT NUMBER UNIQUE TO THAT JOB AND THE CURRENT CONTRACT NUMBER. BOTH NUMBERS SHALL BE REFERENCED ON ALL PAPERWORK. INCLUDE INVOICES FOR EQUIPMENT PURCHASED OR OUTSOURCED WORK AS DOCUMENTATION WHEN SUBMITTING INVOICES FOR PAYMENT TO ARL:UT.**

8) **UNLESS OTHERWISE SPECIFIED, INSTALLATION AND EQUIPMENT MUST MEET UNIVERSITY CONSTRUCTION STANDARDS LISTED AT THE FOLLOWING WEBSITE: HTTP://WWW.UTEXAS.EDU/PMCS/DCSTANDARDS.**

9) **ALL CONTRACTOR'S EMPLOYEES AND REPRESENTATIVES MUST PROVIDE A VALID, GOVERNMENT-ISSUED PHOTO ID AND BE UNITED STATES CITIZENS. ARL:UT RESERVES THE OPTION TO REJECT ANY PERSONNEL WHO DO NOT HAVE PROPER CERTIFICATION, IDENTITY DOCUMENTS, OR ARE OTHERWISE FOUND TO BE UNACCEPTABLE. ALL PERSONNEL ON SITE WILL BE PROVIDED AN ARL:UT BADGE. BADGES WILL BE WORN ABOVE THE HIP AT ALL TIMES ON EITHER A LANYARD OR A CLIP. WORKERS MUST STAY IN THE VICINITY OF THEIR CURRENT JOBSITE. CELL PHONES ARE NOT ALLOWED AT ARL:UT. A LIMIT OF TWO CONTRACTOR VEHICLES WILL BE ALLOWED INSIDE THE JOBSITE.**

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(CONTINUED)
LIMITED PARKING WILL BE AVAILABLE FOR PERSONAL VEHICLES OUTSIDE OF THE MAIN GATES.

THE UNIVERSITY OF TEXAS ACCEPTS NO RESPONSIBILITY FOR LOSS, INJURY OR ACCIDENT WHILE WORKING ONSITE AT APPLIED RESEARCH LABORATORIES ON THE UNIVERSITY OF TEXAS PROPERTY.

10.1 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 COVERAGE IN AT LEAST THE AMOUNTS SPECIFIED:

10.1.1 WORKERS COMPENSATION: STATUTORY LIMITS
10.1.2 EMPLOYER'S LIABILITY: $1,000,000 PER ACCIDENT AND EMPLOYEE
10.1.3 COMMERCIAL GENERAL LIABILITY (INCLUDING CONTRACTUAL LIABILITY): $1,000,000 PER OCCURRENCE
10.1.4 PRODUCT/COMPLETED OPERATIONS: $2,000,000 AGGREGATE
10.1.5 AUTO LIABILITY: $1,000,000 COMBINED SINGLE LIMIT
10.1.6 ALL OTHER INSURANCE REQUIRED BY STATE OR FEDERAL LAW
10.2 ALL POLICIES (EXCEPT WORKERS' COMPENSATION) WILL NAME UNIVERSITY AS AN ADDITIONAL INSURED. A WAIVER OF SUBROGATION IN FAVOR OF UNIVERSITY AND THIRTY (30) DAY NOTICE OF CANCELLATION IS REQUIRED ON ALL POLICIES. CERTIFICATES OF INSURANCE VERIFYING THE FOREGOING REQUIREMENTS WILL BE PROVIDED TO UNIVERSITY 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 UNIVERSITY, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

UNDOCUMENTED WORKERS. THE IMMIGRATION AND NATIONALITY ACT (8 UNITED STATES CODE 1324A) ("IMMIGRATION ACT") MAKES IT UNLAWFUL FOR AN EMPLOYER TO HIRE OR CONTINUE EMPLOYMENT OF UNDOCUMENTED WORKERS. THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT SERVICE HAS ESTABLISHED THE FORM I-9 EMPLOYMENT ELIGIBILITY VERIFICATION FORM ("I-9 FORM") AS THE DOCUMENT TO BE USED FOR EMPLOYMENT ELIGIBILITY VERIFICATION (8 CODE OF FEDERAL REGULATIONS 274A). AMONG OTHER THINGS, CONTRACTOR IS REQUIRED TO: (1) HAVE ALL EMPLOYEES COMPLETE AND SIGN THE I-9 FORM CERTIFYING THAT THEY ARE ELIGIBLE FOR EMPLOYMENT; (2) EXAMINE VERIFICATION DOCUMENTS REQUIRED BY THE I-9 FORM TO BE PRESENTED BY THE EMPLOYEE AND ENSURE THE DOCUMENTS APPEAR TO BE GENUINE AND RELATED TO THE INDIVIDUAL; (3) RECORD INFORMATION ABOUT THE DOCUMENTS ON THE I-9 FORM, AND COMPLETE THE CERTIFICATION PORTION OF THE I-9 FORM; AND (4) RETAIN THE I-9 FORM AS REQUIRED BY LAW. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY INDIVIDUAL (OTHER THAN A CITIZEN OF ANOTHER COUNTRY WHO IS NOT AUTHORIZED TO WORK IN THE UNITED STATES) IN HIRING, DISCHARGING, OR RECRUITING BECAUSE OF THAT INDIVIDUAL'S NATIONAL ORIGIN OR CITIZENSHIP STATUS. IF CONTRACTOR EMPLOYS UNAUTHORIZED WORKERS DURING PERFORMANCE OF THIS AGREEMENT IN VIOLATION OF THE IMMIGRATION ACT THEN, IN ADDITION TO OTHER REMEDIES OR PENALTIES PRESCRIBED BY LAW, UNIVERSITY MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 8. CONTRACTOR REPRESENTS AND WARRANTS THAT IT IS IN COMPLIANCE WITH AND AGREES THAT IT WILL REMAIN IN COMPLIANCE WITH THE PROVISIONS OF THE IMMIGRATION ACT.
**ITEM** | **DESCRIPTION** |
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CRIMINAL BACKGROUND CHECKS. EACH INDIVIDUAL WHO IS ASSIGNED TO PERFORM THE SERVICES UNDER THIS AGREEMENT WILL BE AN EMPLOYEE OF CONTRACTOR OR AN EMPLOYEE OF A SUBCONTRACTOR ENGAGED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR THE PERFORMANCE OF ALL INDIVIDUALS PERFORMING THE SERVICES UNDER THIS AGREEMENT. PRIOR TO COMMENCING THE SERVICES, CONTRACTOR WILL (1) PROVIDE UNIVERSITY WITH A LIST ("LIST") OF ALL INDIVIDUALS WHO MAY BE ASSIGNED TO PERFORM THE SERVICES, AND (2) HAVE AN APPROPRIATE CRIMINAL BACKGROUND SCREENING PERFORMED ON ALL THE INDIVIDUALS ON THE LIST. CONTRACTOR WILL DETERMINE ON A CASE-BY-CASE BASIS WHETHER EACH INDIVIDUAL ASSIGNED TO PERFORM THE SERVICES IS QUALIFIED TO PROVIDE THE SERVICES. CONTRACTOR WILL NOT KNOWINGLY ASSIGN ANY INDIVIDUAL TO PROVIDE SERVICES WHO HAS A HISTORY OF CRIMINAL CONDUCT UNACCEPTABLE FOR A UNIVERSITY CAMPUS OR HEALTHCARE CENTER, INCLUDING VIOLENT OR SEXUAL OFFENSES. CONTRACTOR WILL UPDATE THE LIST EACH TIME THERE IS A CHANGE IN THE INDIVIDUALS ASSIGNED TO PERFORM THE SERVICES.

**RESPONDENTS TO PROVIDE PRICING FOR THE FOLLOWING LINE ITEMS:**

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<th><strong>ITEM</strong></th>
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<tbody>
<tr>
<td>4</td>
<td>JOURNEYMAN, STANDARD RATE</td>
</tr>
</tbody>
</table>
* STANDARD HOURS ARE MONDAY - FRIDAY 7:00 AM TO 4:00 PM | 1 hour |
| 5 | JOURNEYMAN, OVERTIME RATE |
* OVERTIME HOURS BEGIN AT 4:00 PM AND END AT 7:00 AM AND ALL DAY SUNDAY, SATURDAY, AND HOLIDAYS | 1 hour |
| 6 | APPRENTICE, STANDARD RATE |
* STANDARD HOURS ARE MONDAY - FRIDAY 7:00 AM TO 4:00 PM | 1 hour |
| 7 | APPRENTICE, OVERTIME RATE |
* OVERTIME HOURS BEGIN AT 4:00 PM AND END AT 7:00 AM AND ALL DAY SUNDAY, SATURDAY, AND HOLIDAYS | 1 hour |
| 8 | MATERIAL EXPEDITER, REGULAR RATE |
* STANDARD HOURS ARE MONDAY - FRIDAY 7:00 AM TO 4:00 PM | 1 hour |
| 9 | MATERIAL EXPEDITER, OVERTIME RATE |
* OVERTIME HOURS BEGIN AT 4:00 PM AND END AT 7:00 AM AND ALL DAY SUNDAY, SATURDAY, AND HOLIDAYS | 1 hour |
| 10 | FUEL SURCHARGE OR TRIP CHARGE, IF APPLICABLE | 1 each |
| 11 | HOURLY CHARGE FOR DIAGNOSTIC SERVICE, IF APPLICABLE | 1 hour |
| 12 | CHARGE FOR FREON DISPOSAL, IF APPLICABLE | 1 each |
| 13 | COST-PLUS PERCENTAGE FOR MATERIALS AND EQUIPMENT | 1 lot |

**BID SUBMITTAL CHECK LIST**

EACH RESPONDENT MUST SUBMIT THE FOLLOWING WITH THEIR BID. FAILURE TO SUBMIT THE ITEMS LISTED BELOW MAY RESULT IN DISQUALIFICATION OF THE VENDOR’S BID.

A) SIGNED AND COMPLETED UNIVERSITY BID INVITATION FORM
B) SIGNED AND COMPLETED HUB SUBCONTRACTING PLAN
INSTRUCTIONS FOR BID SUBMISSIONS

All bid responses must be submitted, in person or by carrier, to the following address:
The University of Texas at Austin – Purchasing Office
1616 Guadalupe St.
UTA Building, Suite 3.302
Austin, TX 78701

Vendors hand delivering a response can find information about parking options at http://parking.utexas.edu/maps/images/visitor-map-1617.pdf. The Purchasing Office is located on the third floor of the University Administration Building (UTA), Suite 3.302. There is no charge for parking 0-30 minutes inside the Guadalupe Garage (GUG). Entrance to the garage is on 17th Street.

Bid Terms and Conditions are online at: https://utexas.app.box.com/v/bid-terms