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.

[Blank fields for certifications and preferences]

Invoices should be payable net 30 days from date of receipt.

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.

For Additional Information Contact Buyer:

Celina Mercado 512-471-2856

---

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<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>
</tr>
</tbody>
</table>

(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 DOWNLOAD THE COMPLETE BID PACKET, INCLUDING THE SAMPLE SERVICES AGREEMENT, GO TO THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS ELECTRONIC STATE BUSINESS DAILY (ESBD), AT:

HTTP://WWW.TXSMARTBUY.COM/SP
UNDER "SOLICITATION ID NUMBER," TYPE: 01901302-MPCFM
THEN CLICK "SEARCH".

THE INDIVIDUAL LISTED BELOW MAY BE CONTACTED FOR CLARIFICATION OF THE SPECIFICATIONS. BIDDERS SHOULD DIRECT ALL QUESTIONS, IN WRITING, TO THE FOLLOWING UNIVERSITY PURCHASING OFFICE CONTACT:

CELINA MERCADO; C.MERCADO@AUSTIN.UTEXAS.EDU

BID RESPONSES MAY BE MAILED OR HAND DELIVERED TO THE UT AUSTIN PURCHASING OFFICE. INDICATE THE ITB NUMBER "01901302-MPCFM" ON THE OUTSIDE OF THE BID SUBMISSION.

1616 GUADALUPE ST.
UTA BUILDING, SUITE 3.302
AUSTIN, TX 78701

*NOTE: FAXED OR EMAILED BIDS WILL **NOT** BE ACCEPTED.

THE UNIVERSITY OF TEXAS AT AUSTIN ("UNIVERSITY") ON BEHALF OF FACILITIES SERVICES ("FM:UT") REQUESTS BIDS IN RESPONSE TO THIS INVITATION TO BID ("ITB") NO. 01901302-MPCFM FROM QUALIFIED AND EXPERIENCED VENDORS ("BIDDER") TO PROVIDE FULL-SERVICE HVAC SERVICES ON AN AS NEEDED BASIS.

THE UNIVERSITY EXPECTS TO ENTER INTO A SERVICES AGREEMENT ("CONTRACT") FOR SERVICES WITH THE SUCCESSFUL BIDDER ("CONTRACTOR"). THE CONTRACT SHALL BE EFFECTIVE MAY 1, 2019 ("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. RENEWAL OF THE CONTRACT WILL BE DEPENDENT ON SUCCESSFUL NEGOTIATIONS BETWEEN THE UNIVERSITY AND THE CONTRACTOR PRIOR TO CONTRACT EXPIRATION.

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.

967-02

1 CONTRACTOR MUST PROVIDE ALL TOOLS AND EQUIPMENT REQUIRED TO PERFORM THE FOLLOWING SERVICES ON AN AS NEEDED BASIS:

1) MAINTENANCE AND REPAIR OF HVAC EQUIPMENT COMPONENTS AT UNIVERSITY FACILITIES.

2) FURNISH AND INSTALL NEW ELECTRICAL COMPONENTS AS REQUIRED.

(CONTINUED)
ALL SERVICES MUST COMPLY WITH THE FOLLOWING REQUIREMENTS:

A) UNLESS OTHERWISE SPECIFIED IN WRITING BY FM:UT, INSTALLATION AND EQUIPMENT MUST MEET UNIVERSITY CONSTRUCTION STANDARDS LISTED AT THE FOLLOWING WEBSITE: HTTPS://PMCSERVICES.UTEXAS.EDU/VENDORS/DESIGN-CONSTRUCTION-STANDARDS#DCS

B) WORK CONSISTS OF REPAIR OF EXISTING EQUIPMENT AND INSTALLATION OF NEW EQUIPMENT INCLUDING, BUT NOT LIMITED TO: DESIGN, CONSTRUCTION, INSTALLATION OF DUCTWORK, FOIL WRAPPED INSULATION, AND SEALING; CONTRACTOR WILL FURNISH AND INSTALL COMPONENTS SUCH AS GRILLS, DAMPERS, CHILL WATER PIPES, AND THERMOSTATS; CONTRACTOR WILL RECOVER, RECHARGE, AND DISPOSE OF FREON.

C) WORK AUTHORIZATION: PRIOR TO PERFORMANCE OF ANY WORK, CONTRACTOR MUST OBTAIN WRITTEN APPROVAL FROM THE FACILITIES MAINTENANCE ZONE SUPERVISOR AND FACILITIES MAINTENANCE ENGINEERING PROJECT MANAGER. CONTRACTOR MUST SUBMIT ALL DESIGNS, MATERIAL LISTS, AND MATERIAL COSTS, AND OBTAIN WRITTEN WORK AUTHORIZATION FROM THE BUILDING SERVICES SUPERVISOR, OR A DESIGNATE, PRIOR TO BEGINNING ANY WORK INCLUDING A JOB REFERENCE NUMBER. INVOICES RECEIVED BY THE UNIVERSITY WILL NOT BE PROCESSED WITHOUT THE CORRECT REFERENCE NUMBER PER JOB.

D) FM:UT RESERVES THE OPTION TO PURCHASE ANY OR ALL MATERIAL SEPARATELY. UPON A REQUEST FOR SERVICES BY FM:UT, CONTRACTOR MUST SUBMIT A LIST OF MATERIAL AND MATERIAL COSTS TO FACILITIES MAINTENANCE ZONE SUPERVISOR AND FACILITIES MAINTENANCE ENGINEERING PROJECT MANAGER FOR APPROVAL. FACILITIES MAINTENANCE ZONE SUPERVISOR AND FACILITIES MAINTENANCE ENGINEERING PROJECT MANAGER WILL PROVIDE WRITTEN AUTHORIZATION PRIOR TO SCHEDULING AND WORK BEGINNING. CONTRACTOR MUST SUPPLY INVOICES FOR EQUIPMENT PURCHASED OR OUTSOURCED WORK, AS DOCUMENTATION, WHEN SUBMITTING INVOICES FOR PAYMENT TO FM:UT.

E) TIME OF PERFORMANCE: ALL WORK WILL BE PERFORMED MONDAY THROUGH FRIDAY, EIGHT (8) HOURS PER DAY, EXCLUDING UNIVERSITY HOLIDAYS. OVERTIME HOURS APPLY TO WORK EXCEEDING EIGHT (8) HOURS PER DAY, MONDAY–FRIDAY, WEEKENDS, AND UNIVERSITY HOLIDAYS. THE WORK DAY BEGINS WHEN CONTRACTOR PERSONNEL REPORT TO WORK AT FM:UT. ALL TIME SHEETS MUST BE SIGNED BY THE ZONE SUPERVISOR OR PROJECT MANAGER DAILY.

F) RESPONSE TIME: CONTRACTOR MUST PROVIDE EMERGENCY RESPONSE WITHIN TWO (2) HOURS OF NOTIFICATION; AND NORMAL RESPONSE WITHIN TWENTY FOUR (24) HOURS OF NOTIFICATION.

G) PARKING IS THE RESPONSIBILITY OF THE CONTRACTOR. REASONABLE CHARGES CAN BE INVOICED WITH THE PROJECT INVOICE. PARKING TICKETS WILL NOT BE REIMBURSABLE.

967-02

10. INSURANCE

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:

(CONTINUED)
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 OPS: $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.

12.16 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.

12.17 RESPONSIBILITY FOR INDIVIDUALS PERFORMING SERVICES; 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.
The University of Texas at Austin  
INVITATION TO BID NO. - 01901302  
Continuation Page

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>JOURNEYMAN, REGULAR RATE</td>
<td>1</td>
<td>hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>JOURNEYMAN, OVERTIME RATE</td>
<td>1</td>
<td>hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>APPRENTICE, REGULAR RATE</td>
<td>1</td>
<td>hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>APPRENTICE, OVERTIME RATE</td>
<td>1</td>
<td>hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>SUPERVISOR, REGULAR RATE</td>
<td>1</td>
<td>hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>SUPERVISOR, OVERTIME RATE</td>
<td>1</td>
<td>hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>MATERIAL EXPEDITER, REGULAR RATE</td>
<td>1</td>
<td>hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>MATERIAL EXPEDITER, OVERTIME RATE</td>
<td>1</td>
<td>hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>FUEL SURCHARGE OR TRIP CHARGE</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>HOURLY RATE OF DIAGNOSTIC SERVICES</td>
<td>1</td>
<td>hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>CHARGE FOR FREON DISPOSAL</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>PERCENTAGE OVER COST OF MATERIALS TO BE BILLED TO FM:UT</td>
<td>1</td>
<td>lot</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>__________%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BID SUBMITTAL CHECKLIST

EACH BIDDER MUST SUBMIT THE FOLLOWING WITH THEIR BID:

A) SIGNED AND COMPLETED UNIVERSITY BID INVITATION FORM.

NOTE: UNIVERSITY BID INVITATION FORM MUST BE SIGNED IN PEN. DIGITAL SIGNATURES ON THE BID FORM ARE NOT ALLOWED. BIDDER MUST ENTER THE UNIT PRICE AND EXTENSION TOTAL ON THE BID FORM. FAILURE TO SUBMIT THE ITEMS LISTED ABOVE MAY RESULT IN DISQUALIFICATION OF THE VENDOR'S BID.

THIS ITB MAY BE CANCELLED IF IT IS IN THE BEST INTEREST OF THE UNIVERSITY.
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