INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Signature City Zip

Printed Name

VENDOR NAME AND ADDRESS PHONE/FAX

Name of Firm Phone

Mailing Address FAX

City State Zip EMAIL

Due Date: 09/16/14 at 3:00 P.M.

Show bid opening and bid invitation number in lower left hand corner of sealed bid envelope and return sealed bids to:

Stephen F. Austin State University
P. O. Box 13030, SFA Station
2124 Wilson Drive
Nacogdoches, Texas 75962-3030
Phone (936) 468-2206
FAX (936) 468-4282

See Instruction 2.11 on Back for Vendor ID Number

Is Vendor a State of Texas certified HUB? ☐ Yes

Delivery in _____ Days Cash Disc. _______ % _____ Days

Check all that apply if Preference Claimed under Rule 34 TAC 20.38

☐ Supplies, materials or equipment: produced in TX/offered by TX bidders*
☐ Agricultural products grown in TX
☐ Agricultural products offered by TX bidders*
☐ USA produced supplies, materials or equipment
☐ Products produced at facilities located on formerly contaminated property
☐ Products of persons with mental or physical disabilities
☐ Products made of recycled, remanufactured, or environmentally sensitive materials
☐ Energy efficient products
☐ Rubberized asphalt paving material
☐ Recycled motor oil and lubricants
☐ Products and services from economically depressed or blighted areas

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 34 TAC 20.38.

IF QUOTING OTHER THAN THE REFERENCED ITEM(S) BELOW, BROCHURE AND/OR SPECIFICATIONS SHOULD BE ENCLOSED. ALL BIDS WILL BE CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE NOTED.

AWARD NOTICE: Stephen F. Austin State University (SFA) reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of SFA and to reject any and all bid items in the sole discretion of SFA.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. &amp; Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quote price on quantity and unit of measure, extend and show total. If error in extension, unit price shall govern. Items for state use are exempt from state sales and federal excise tax. Do not include tax in your bid.</td>
<td></td>
<td></td>
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</tbody>
</table>

STATEMENT OF WORK
The contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish weed control, lush lawns, pest control, and site-specific maintenance.

The goal of this contract is to provide field and lawn care for the Stephen F. Austin State University campus including, but not limited to, all Athletic fields, campus grounds and outlying campus areas. Contractor shall provide a comprehensive weed and pest control technique through fertilization, pest monitoring, soil monitoring, consistent maintenance, and application techniques. The awarded Contractor will exhibit prudent use of chemicals and pesticides that would be the least invasive to minimize the exposure and potential risk to people and the environment.

CONTRACT TERM
This contract will begin upon award with an ending date of August 31, 2015. Thereafter, the term of this contract may be extended for four (4) additional one (1) year periods, subject to mutual agreement of both parties.
MANDATORY SITE VISIT
ALL RESPONDENTS ARE REQUIRED TO VISIT THE JOB SITE WITH THE PPD GROUNDS REPRESENTATIVE PRIOR TO SUBMITTING A RESPONSE. All respondents are responsible for signing in on the Site Visit Sign-in Sheet. Responses submitted by any respondent not registered with the PPD Grounds Representative as having visited the job site will not be considered. The site visit is set for September 4, 2014 at 8:00am. All respondents shall meet in the office of Grounds and Transportation located at 1305 Starr, on the corner of Starr and University. Contact Gary Williams, Grounds Manager at 936-468-5107 with any questions regarding the site visit.

RESPONDENT QUALIFICATIONS
All Respondents submitting proposals shall be certified, licensed, and have all permits required by EPA, TCEQ and the State of Texas. Respondents must possess sufficient resources, and be able to furnish Stephen F. Austin State University with evidence of their ability to perform and provide the service needs of SFA.

Respondents shall have a minimum of five (5) years of successful professional experience performing commercial lawn and field care.

HUB SUBCONTRACTING
Each Respondent is required to make a good faith effort to subcontract with historically underutilized businesses and shall submit a HUB Subcontracting Plan using the HUB Subcontracting Plan documents provided in Exhibit A.

Stephen F. Austin State University is committed to making a good faith effort to increase business with historically underutilized businesses (HUBs) by contracting with HUBs either directly or indirectly through subcontracting opportunities. Respondents are encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that actively acknowledges and values diversity.

The University has determined that subcontracting opportunities are probable under this contract.

The University’s HUB goal for this procurement is 24.6% for other services.

Each HUB subcontracting plan will be evaluated independently of the response. If the HSP does not reflect a good faith effort to subcontract with HUBs, the entire response will be disqualified.

All questions regarding the HUB Subcontracting Plan may be directed to the Vendor Relations Manager, Manny Guerrero, 936-468-4529, guerreromg@sfasu.edu.

Failure to submit the HUB Subcontracting Plan will disqualify the entire response from consideration.
CONTRACTOR RESPONSIBILITIES
Contractor shall provide the following services in accordance with all local, state and federal regulations. Some or all services may be required per visit depending on the needs of the University.

SCHEDULING:
a) On-site treatment response required within 24 hours following a report of a major field concern. This will mostly be pre-game field treatment for the Athletic fields.
b) Arrange scheduling for optimum maintenance time with SFA PPD Grounds Representative to minimize exposure to students, faculty, and staff.

IDENTIFICATION:
Provide the SFA soil lab with soil samples on an as needed basis to identify the needs of the specific field or lawn having persistent problems.

APPLICATION:
a) All equipment and chemicals used shall be EPA, TCPQ, and State of Texas compliant.
b) Apply all pre-emergent, post-emergent, fertilizer, and pest control in granular and/or liquid form as needed for the specific site.
c) Amend soil, fertilize, or re-sod to achieve desired results as instructed by SFA PPD Grounds Representative.
d) Any weed(s) still present after treatment shall be spot-treated at no additional charge.

DISPOSAL:
a) Recycle, or dispose of all chemicals and fertilizer in accordance with all applicable federal, state, and local regulations and requirements.
b) No chemicals or fertilizer used in any project application shall be left unattended or left behind on any campus facility.
c) All residual chemicals and fertilizers used on any completed project shall be the ownership and responsibility of the contractor to dispose of properly.

REPORTING:
a) Prepare, execute and maintain records of all chemicals used in accordance with all applicable laws and regulations.
b) Provide the SFA PPD Grounds Representative with a manifest of all chemicals, fertilizer, and pest control for approval before application.
c) Manifests and service locations for chemical disposal to be prepared with all information required by TCEQ, EPA and the State of Texas regulations.

UNSPECIFIED SERVICES:
Field, lawn, or pest control treatments not specified shall be negotiated prior to implementation of the service with the designated SFA PPD Grounds Representatives.
# Financial Specifications

**Campus Grounds:**

1. **Apply post emergent and/or pre-emergent:** All areas including fence lines, poles, and flower beds on an as needed basis directed by the PPD Grounds Representative. Beds, fence lines/ poles should be free of weeds/grass from date of application for 30 days.

2. **Application of Fertilizer and/or soil amendments as needed per instructions from the SFA PPD Grounds Representative.**

3. **Annual late Spring – fertilizer, grub/fire ant /surface insect control per manufacturer’s directions and SFA standards as directed by the SFA PPD Grounds Representative.**

4. **Annual Summer – broadleaf weeds, insect control fire ants/ wasps / surface insect control per manufacturer’s directions as directed by the SFA PPD Grounds Representative.**

5. **Annual late Fall – quick release fertilizer, weed control, soil amendments to correct PH balance as directed by the SFA PPD Grounds Representative.**

**Sports Fields:**

6. **Apply post emergent and/or pre-emergent:** Warning track skin, practice infield skin, running track, baseball, softball, Intramural Fields and any other athletic field not listed herein as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis. All fence lines/poles, under and around bleacher areas and above mentioned areas are to be free of weeds and/or grass from the date of application to 30 days.

7. **Application of Fertilizer and/or soil amendments as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.**

8. **Annual late Spring – fertilizer, grub/fire ant /surface insect control per manufacturer’s directions as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.**

9. **Annual Summer – insect control fire ants/ wasps / surface insect control, fertilizer, broadleaf weed control to turf as needed, per manufacturer’s directions, as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.**

10. **Annual early Fall – fertilizer, broadleaf weed control for turf on an as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.**
11. Annual late Fall – fertilizer, broadleaf weed control for turf, soil amendments to correct PH balance as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis. 1000 sq.ft.  

12. Fungicide applications as needed throughout the year as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative. 1000 sq.ft.  

13. **Maximum Escalation Rate** – This contract may be renewed four (4) additional one (1) year periods at the rate of escalation not to exceed (Escalation is only allowed September 1st of each year): %  

**OTHER VARIOUS SERVICES:**  

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Unit</th>
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<tbody>
<tr>
<td>Soil Sample testing</td>
<td>each</td>
</tr>
<tr>
<td>Price per application to apply fungicide/insecticide to trees as needed</td>
<td>per tree</td>
</tr>
<tr>
<td>Price per application to apply dormant insect oil</td>
<td>1000 sq.ft.</td>
</tr>
<tr>
<td>Price of pelletized lime @ 30 lbs</td>
<td>1000 sq.ft.</td>
</tr>
<tr>
<td>Price per application to apply anti-desiccant on deciduous</td>
<td>each</td>
</tr>
<tr>
<td>Plug aerate, drag, and overseed 2 lbs lawn mix</td>
<td>1000 sq.ft.</td>
</tr>
<tr>
<td>Price per application to apply fungicide if needed to turf (with a 24 hour response time)</td>
<td>1000 sq.ft</td>
</tr>
<tr>
<td>Price to apply re-emergent</td>
<td>1000 sq.ft.</td>
</tr>
<tr>
<td>Plug aerate, drag, and over-seed 2 lbs athletic mix</td>
<td>1000 sq.ft</td>
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</table>

**NOTE:**  
Prices are per application, and are on an as needed basis to be determined by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative.  

Chemical/Fertilizer ratio mix shall be approved by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative before the application is completed.  

**GENERAL TERMS & CONDITIONS**  
Contractor shall comply with all local, state, and Federal orders, ordinances, laws, rules, and regulations of duly constituted authorities having jurisdiction over this work.  

Contractor shall perform all services to the sole satisfaction of the University. The University reserves the right to routinely audit the soundness of all equipment, security of all chemicals, applications and services. Contractor must understand and agree that University designee may, at any time, inspect equipment and oversee any service being performed. Contractor shall not restrict nor in any way limit the University's right or ability to oversee any or all services provided by the Contractor.  

**INSURANCE**  
Contractor shall not commence work under this Contract until he has obtained all insurance required hereunder and certificates of such insurance have been filed with and reviewed by the University. Acceptance of the insurance certificates by the University shall not relieve or decrease the liability of the Contractor.
If policies are not written for the amounts specified below (except Worker’s Compensation and Employer’s Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor’s insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers’ compensations policy.

The workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of the University.

The workers’ compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor’s policy or under the policy provided by a subcontractor. The Contractor’s policy shall provide that, in the event that a subcontractor’s policy fails to provide worker’s compensation coverage of a worker, that such insurance coverage is provided by the Contractor’s policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by SFASU, the minimum insurance coverage as follows:

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
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<tbody>
<tr>
<td>1.  Workers’ Compensation OR</td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability with $1,00,000 each</td>
<td></td>
</tr>
<tr>
<td>occur/aggregate</td>
<td></td>
</tr>
<tr>
<td>2.  Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>a. $1,00,000,000 each occur</td>
<td></td>
</tr>
<tr>
<td>b. $2,00,000,000 general aggregate</td>
<td></td>
</tr>
<tr>
<td>c. $2,00,000,000 products</td>
<td></td>
</tr>
<tr>
<td>3.  Comprehensive Automobile Liability</td>
<td>$1,00,000 combined single limit</td>
</tr>
<tr>
<td>4.  Environmental Impairment $1,00,000</td>
<td>$1,00,000 each occur</td>
</tr>
<tr>
<td>Liability (EIL) and/or Pollution Liability</td>
<td></td>
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</tbody>
</table>
CONTACT INFORMATION

All questions regarding the Invitation To Bid or response must be forwarded to the Contracting Specialist in Procurement and Property Services:

Amberr Melo
PO Box 13030
Nacogdoches, TX 75962
Phone: 936/468-4472
Fax: 936/468-4282
Email: meloa1@sfasu.edu

Questions pertaining to the specifications may be directed to Gary Williams, Grounds Manager, 936-468-5107 or gwilliams@sfasu.edu.
ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF QUOTATIONS. ANY EXCEPTIONS THERETO MUST BE IN WRITING AND SUBMITTED WITH INVITATION TO BID.

1. BIDDER AFFIRMATIONS: Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts. By signature hereon affixed, the bidder hereby certifies that:

1.1 The bidder has not given, offered to give, nor intends 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 the submitted bid.

1.2 Pursuant to 15 U.S.C. Sec. 1, et seq. And Tex. Bus. & Comm. Code Sec 15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or to any other person engaged in such line of business.

1.3 Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of the specifications for this solicitation.

1.4 If applicable, pursuant to Texas Family Code, Title 231.006(d), regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

1.5 Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

1.6 Bidder agrees that pursuant to Section 2155.004(c), Texas Government Code, any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

1.7 Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with executive head of a State agency. If Section 669.003 applies, the bidder will complete the following information in order for the bid to be evaluated:

Name of former Executive:

Date of separation from State Agency:

Position with bidder:

Date of employment with bidder:

1.8 Bidder agrees to comply with Texas Government Code, Title 2155.441, relating to the use of service contracts for products produced in the State of Texas.

1.9 By signature hereon, the Respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas.

2. BIDDING REQUIREMENTS:

2.1 Bids shall be submitted on this form. Each bid shall be placed in a separate envelope completely and properly identified. When sending bids via overnight delivery, bidder is advised to confirm whether SFA delivery location is a guaranteed AM delivery. SFA offers facsimile service as a convenience only. The only telephone number for FAX submission of bids is 936-488-4282. Contractor shall not be responsible for bids or portions of bids received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error. Confirmation of facsimile bids is not required.

2.2 Bids must be time stamped in the SFA Procurement & Property Services Office on or before the hour and date specified for the bid opening. Late bids will not be considered under any circumstances. Late bids properly identified will be returned to the bidder unopened.

2.3 Bids are requested to be firm for acceptance for a minimum of 30 days from opening date. Bid cannot be altered or amended after opening time. No bid can be withdrawn after opening time without the approval of the University based on a written acceptable reason.

2.4 Telephone quotations are not acceptable in response to this Invitation To Bid. Stephen F. Austin State University reserves the right to accept or reject all or any part of any bids, to waive minor technicalities, to re-accept a bid deemed necessary, and to award the bid to best serve the interests of the University.

2.5 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from US, FMRC or NEMA.

2.6 Any catalog, brand name or manufacturer’s reference used in this bid is descriptive (not restrictive).

2.7 Contractor must keep the University advised of any change in the proposed promises may cause the bid to be disregarded.

2.8 Contractor must keep the University advised of any change in the proposed promises may cause the bid to be disregarded.

2.9 All items shall be new, in first class condition, with containers suitable for shipment and storage. New shall not be construed as excluding recycled or remanufactured products.

2.10 Stephen F. Austin State University will not be bound by any oral statement or representation contrary to the written specifications of this ITB and any associated addenda.

2.11 If delay is foreseen, contractor shall give written notice. The University has the right to withhold payment on any resulting contract in the event of such a delay.

2.12 Sole Owner should also enter SSN# below

Name of State Agency:

Date of separation from State Agency:

Position with bidder:

Date of employment with bidder:

3. TIE BIDS - Awards will be made in accordance with Rule 34 TAC 20.36(b) (3) and 20.38 (preferences).

4. PATENTS OR COPYRIGHTS - The Contractor agrees to protect Stephen F. Austin State University from claims involving infringement of patents or copyrights.

5. PAYMENT - Vendor shall submit an itemized invoice showing Purchase Order Number. Payment will be made Net 30 from date of receipt of goods/services or invoice, whichever is later. Late fees will be incurred in accordance with Texas Government Code 2251.

6. DELIVERY:

6.1 Bids should show the number of days required to place material in designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break tie bids. Unrealistic short or long delivery promises may cause the bid to be disregarded.

6.2 Delivery shall be made during normal working hours only, unless prior approval for early or late delivery has been obtained.

6.3 If delay is foreseen, contractor shall give written notice. The University has the right to extend delivery date if reasons appear valid. Contractor must keep the University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.

6.4 No substitutions or cancellations are permitted without prior written approval.

7. ALTERNATE DISPUTE RESOLUTION:

7.1 Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

7.2 The Contractor shall defend, indemnify and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier in the execution or performance of this contract.

7.3 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office or any successor agency, or Stephen F. Austin’s Internal Audit Services, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor, or Stephen F. Austin’s Internal Audit Services in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause is included in any subcontract arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.

8. PUBLIC INFORMATION ACT:

8.1 Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

9. NOTE TO BIDDERS:

9.1 Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

9.2 Contractor and the requirement to cooperate with the University to purchase supplies elsewhere or failure to meet specifications, authorizes the University to purchase elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.

9.3 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office or any successor agency, or Stephen F. Austin’s Internal Audit Services, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor, or Stephen F. Austin’s Internal Audit Services in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause is included in any subcontract arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.

9.4 Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).
EXHIBIT A