INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No.: EXC-FORESTRY-2015

ADDENDUM NO. 1

Due Date: 12/7/15 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 2.3 reverse side)

See Instruction 2.10 on Back for Vendor ID Number

Is Vendor a State of Texas certified HUB? □ Yes

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

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 (SFASU) 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 SFASU and to reject any and all bid items in the sole discretion of SFASU.

<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>
<td></td>
</tr>
</tbody>
</table>

ADDENDUM NO. 1

This Addendum DOES NOT have to be acknowledged for the bid to receive consideration.

SITE VISIT SIGN-IN SHEETS
The sign-in sheets from the site visit held 11/30/15 are attached.

CLARIFICATIONS
Reference Exhibit A for additional site map layout.

An alternate route to site has been confirmed from the south on CR1309. There are no bridges. Reference Exhibit B for photographs of roads.

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QUESTIONS

Q: Is a roller needed to compact the pan scraper treatment?
A: No.

Q: What is the layout of the treatments?
A: Top of diagram would face east to line the plots up with the slope, and the treatments indicated would need to go in those exact locations. See Reference in Exhibit A.

Q: Will surveying equipment be needed?
A: No, Dr. Kamps will mark out the plot locations and there is some flexibility (i.e. few feet) on exactly where they need to go.

Q: What equipment would be needed to fix the roads?
A: This is up to the vendor. Additional detail may be provided upon request.

Q: How level do the reclaimed plots need to be and what would be done with the extra dirt?
A: Plots should be relatively flat (except for the FRA treatment). Follow the contour and slope of the land. All dirt (except possibly some gravel) will go back into the pits.

Q: Is erosion control needed?
A: This probably will not be a problem, but if erosion was high then a silt-fence on the down-hill side of the plot could be more than adequate.

Q: What are the different options for the FRA plots?
A: Options: 1) End dump 2) Dig and Place 3) Push up. Contractor must choose only one of the options, not mix and match according to what is easiest for a particular location.

Q: Will road to the site support heavy equipment?
A: The road to the site from the north has several bridges that may not support heavy equipment. There is another route to the south.
Figure 1. A simplified map of the proposed experimental design for one of two sites. Each X represents one planted loblolly pine seedling, while red X's represent the measurement plot. The figure is to scale, and is oriented at an angle relative to north to mimic how it may actually be laid out in the field.
EXHIBIT B

PHOTOGRAPHS OF SOUTH ROUTE TO SITE
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hortman Excavating LLC</td>
<td><a href="mailto:mhartman@hortmanexcavating.com">mhartman@hortmanexcavating.com</a></td>
</tr>
<tr>
<td>Representative Name</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
<tr>
<td></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>St/ZIP</td>
</tr>
<tr>
<td>Crockett Construction</td>
<td><a href="mailto:info@crockettconstruction.net">info@crockettconstruction.net</a></td>
</tr>
<tr>
<td>Representative Name</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
<tr>
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"Please Print Legibly"
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Signature

City Zip

Printed Name

VENDOR NAME AND ADDRESS

PHONE/FAX

Name of Firm

Phone

Mailing Address

FAX

City State Zip

EMAIL

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

☐ 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

☐ 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 and services from economically depressed or blighted areas

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<tr>
<td>1.</td>
<td>Provide all material, labor, tools, insurance and related service to complete the preparation and excavation of research site, Gail Creek Property in Houston County in accordance with the specifications, terms and conditions herein. Reference Exhibit A for the site map and photographs of area.</td>
<td>1 LOT</td>
<td>$________/Hr</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Hourly rate for any additional work that may be required but unforeseen at this time</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SPECIFICATIONS

Excavate six separate areas delineated by SFASU. Each area will be approximately 90 x 96 feet in areal extent, and must be excavated to a uniform 4 foot depth from original soil surface.

Fell and shear (i.e. bulldoze) all standing vegetation on the site into one or more piles.

Excavated soil may need to be trafficked on by heavy equipment to compact it.
Replace the excavated soil in each pit as requested by SFASU. This research will mimic strip mine reclamation procedures in Texas, so the soil replacement process will need to be varied by pit. Procedures will be adjusted to the equipment used by the subcontractor.

Grade the surface of each reclaimed pit as requested by SFASU.

Remove trees on another area no more than 1 acre and will work with SFASU to identify trees and other vegetation to be removed.

During excavation if any historical artifacts or grave sites are discovered the work must stop immediately and vendor must notify the Field Supervisor.

Any gravel that is excavated must be put in a separate location.

Contractor shall be responsible to repair any damage to roads on the property. Such repairs shall be made to the 100% approval of SFASU.

NON-MANDATORY SITE VISIT

A site visit is currently scheduled for 9:00a.m. on Monday, November 30, 2015, at the Houston County Electric Cooperative (1701 Route 304, Crockett, TX 75835). If unable to attend the site visit at this time, please contact Jeremy Stovall at 936-468-2127 or stovalljp@sfasu.edu.

PROJECT TIMEFRAME

The University anticipates that this job be performed over a one to two week period in December, 2015. This time frame could change depending on weather conditions or archeological reasons. Dr. Ray Kamps will be coordinating all work as Field Supervisor.

The property is gated. Contractor shall schedule all access with Field Supervisor. A gate key will be provided.

CONTACT INFORMATION

Questions relating to the solicitation document or the response may be directed to Kay Johnson, Director of Procurement, 936-468-4037.
INSURANCE REQUIREMENTS
The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by SFASU. Acceptance of the insurance certificates by SFASU 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’ compensation 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>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>2. Employer’s Liability</td>
<td>$1,000,000 each occur/aggregate</td>
</tr>
<tr>
<td>3. Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>a. Bodily Injury</td>
<td>$1,000,000 each occur</td>
</tr>
<tr>
<td>b. Property Damage</td>
<td>$2,000,000 each occur/aggregate</td>
</tr>
<tr>
<td>4. Comprehensive Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>a. Combined Single Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
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 or the firm, corporation, partnership, or institution represented by the bidder, for a firm, corporation, or institution has violated the antitrust laws 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.

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 23, Subtitle B, Section 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 payment 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 the following:

- 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 payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

1.6 Bidder agrees that pursuant to Section 403.085, 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:
- Name of State Agency:
- Position with bidder:
- Date of employment with bidder:
- Date of separation from State Agency:

1.8 Bidder agrees to comply with Texas Government Code, Title 21, Section 44.441, 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 should 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 or email service as a convenience only.

2.2 The only telephone number for FAX submission of bids is 936-486-4282. The only email for submission of bids is bids@sfasu.edu. The University shall not be responsible for bids or portions of bids received late, illegible, incomplete, or otherwise non-responsive, due to failure of electronic equipment, technology error, or operator error. Confirmation of facsimile or email bids is not required.

2.3 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.

2.4 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.

2.5 Telephone quotations are not acceptable when in response to this Invitation To Bid.

2.6 Any catalog, brand name or manufacturer’s reference used in this bid is descriptive (not construed as excluding recycled products).

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

2.8 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.

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

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

2.11 Bids should give Payee ID Number, full firm name and address of bidder. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

- Enter Federal Employer’s Identification Number
- Sole Owner should also enter SSN# below

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:**

Pursuant to Chapter 2260 of the Texas Government Code, Contractor shall receive offers 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:**

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 In the event 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.

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 concerning the audit of funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
EXHIBIT A

SITE MAP & PHOTOGRAPHS OF AREA