UNIVERSITY OF TENNESSEE
AGRICULTURAL EXPERIMENT STATION
WEST TN RESEARCH & EDUCATION CENTER

INVITATION TO BID
BID NO. TS-WTREC 20-01

June 23, 2020

The University of Tennessee offers for sale the timber described in Addendum “A” of the pro forma contract and subject to the “General Provisions” of the Invitation to Bid. Sealed bids will be received until Wednesday, July 8, 2020 at 10:00 am CDT at

West TN Research & Education Center
605 Airways Blvd
Jackson, TN 38301

__________________________________________

BID

In compliance with the above Invitation and subject to all General Provisions, the undersigned offers and agrees, to purchase and pay for the timber described in Addendum “A” and with the terms and conditions found in the pro forma contract, within 15 business days after notice of acceptance by the University of Tennessee West TN Research & Education Center (WTREC). All of the following information should be provided. Failure to provide the “required” information will result in rejection of the Bid.

My bids for the timber offered for sale are:

<table>
<thead>
<tr>
<th>Timber Type</th>
<th>Price per Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine Pulpwood</td>
<td>$___________</td>
</tr>
<tr>
<td>Pine Sawtimber</td>
<td>$___________</td>
</tr>
<tr>
<td>Chip-n-saw</td>
<td>$___________</td>
</tr>
</tbody>
</table>

By: __________________________

Signature (required)  Print or Type Name

Title of Person Signing the Bid Phone # _____________________

Organization Name_____________________________

Street Address _______________________________

City, State _________________________________ Zip ____________
Pre-Bid Meeting
A pre-bid meeting and opportunity to view the sale sites will be held at 1:00 p.m. CDT, Tuesday, June 30, 2020 at WTREC. Those interested should meet at the University of Tennessee West TN Research & Education Center (WTREC) parking lot NW corner near the gazebo and practice CDC COVID 19 guidelines. For additional information contact Bob Hayes at the WTREC, 605 Airways Blvd, Jackson, TN 383301, email rhayes1@utk.edu, or phone 731-425-4769 (office) or 731-695-1887 (cell)

PLEASE NOTE: The successful bidder will be required to remove all designated timber included in the sale area no later than December 1, 2021.

GENERAL PROVISIONS

Timber sales shall comply with the procedures outlined in General Services Rule 0690-2-1-.18 (a), Disposal of Forestry Products. The pro forma contract contains the essential terms and conditions of the timber sale contract that is signed by both parties.

The timber sale contract will not be assignable by the purchaser in whole or in part without the written consent of the University of Tennessee WTREC.

The departure from the procedures, stipulations or requirements outlined in the Invitation to Bid and General Provisions may be granted only with approval from the Dean of the University of Tennessee Agricultural Experiment Station.

1. PREPARATION OF BIDS:
   (A) Failure to examine any maps and/or instructions will be at bidder’s risk.
   (B) Bids must be filled out in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error, and must be initialed in ink by person signing bid.

2. SUBMISSION OF BIDS:
   (A) Bid Envelope - The appropriate bid number (TS-WTREC-20-01) must be on the outside of the envelope and envelope sealed. Only one bid per envelope. Please print the name of the bidder, organization and telephone number on the outside of the bid. The University assumes no responsibility for lost or misdirected bids.
   (B) Signature - Bids must be signed and envelope sealed. The person signing the Invitation to Bid must be a person authorized to bind the bidder contractually. Unsigned bids will be rejected. Unsigned bids cannot be signed after the bid has been opened, even if the bidder or the bidder’s representative is present at bid opening. No signatures shall be in pencil. Name of person executing bid and the organization he/she represents should be typewritten or be legibly printed in longhand.
   (C) Bid Form - Only bids submitted on bid forms (Bid TS-WTREC-20–01 Page 1 of 4) furnished by the University of Tennessee WTREC will be considered.
3. **ACCEPTANCE OF BIDS:** The University of Tennessee Agricultural Experiment Station reserves the right to reject any or all bids. Only bids in sealed envelopes delivered or mailed to the designated location prior to the bid opening time will be considered.

4. **ERROR IN BID:** No bid shall be altered, amended, or withdrawn after the specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

5. **AWARD:**
   (A) The **highest responsible bidder** who accepts the stipulations specified in the Invitation for Bids will be declared the purchaser. The purchaser is required to furnish the University exit tickets for each truck load of wood as it is removed from the property and then corresponding certified scale tickets from the mill or pulpwood buyer. The purchaser is required to pay the University weekly, ending with the last load hauled that Friday, by check payable to the University of Tennessee, for the amount of stumpage of wood cut. The weekly stumpage check and the certified scale tickets shall be mailed to delivered to the University of Tennessee Attn: WTREC Director, Room 104, 605 Airways Blvd., Jackson, TN 38301.
   
   (B) Should the highest bidder not accept or meet the requirements or stipulations in the Invitation for Bids or General Provisions, then the next highest responsible bidder will be declared the purchaser.
   
   (C) Should two bids be identical in amount, the winner of a coin toss will determine the purchaser.

**BOND** - A performance bond in the amount of **$2,800 (7% of estimated total sale)** shall be furnished by the PURCHASER [Ref. Bid Conditions 5(A) Pg. 3 of 3]. Bond will be furnished in the form of a cashiers or certified check. Said amount is returnable in full to the PURCHASER at the time the terms of this agreement have been fully met. If any conditions of this agreement are not complied with, the value of such damages or violations shall be deducted and the balance, if any, shall be returned to the PURCHASER.

6. **Required Documents:** Copies of the following documents are required to be provided to the State by the PURCHASER. Copies can be attached to the signed contract, sent to the State’s contact person by mail, or provided to the State’s contact person no later than the pre-operation meeting. All insurances (see below) shall be in good standing and maintained for the term of the contract. Should the status of any of these insurances or documents change, copies should be forwarded to the University’s contact person as soon as possible.
   
   (A) Proof of Worker’s Compensation Insurance applicable to Tennessee, if PURCHASER and/or logging contractor have employees
   
   (B) Proof of General Liability Insurance applicable to Tennessee with Logger Broad Form Coverage
   
   (C) Proof of Vehicle Insurance for those vehicles utilized under the terms and conditions of the contract applicable to Tennessee
Workers' Compensation (WC): $1,000,000

Commercial General Liability (CGL) With Logger’s Broad Form coverage:
- Each Occurrence Limit $1,000,000
- Damage to Rented Premises – Ea. Occ. $300,000
- Medical Expense – any one person $10,000
- Personal & Advertising Injury Limit $1,000,000
- General Aggregate Limit $2,000,000
- Products/Completed Ops. Aggregate Limit $2,000,000

Automobile Liability
- Combined Single Limit $1,000,000
  (Add MCS90 Endorsement for Hazmat Transportation)

Pollution Liability (with 1-year extended reporting period)
- Each Occurrence $1,000,000
- Aggregate $2,000,000

Umbrella Liability:
- Each Occurrence Limit $1,000,000
- Aggregate Limit $5,000,000

If herbicide, fungicide, pesticide or other chemical application is involved:
Environmental Impairment Liability (with 1 year extended reporting period)
- Each Occurrence $1,000,000
- Aggregate $2,000,000

The following language should be included in Description of Operations section of COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Pollution, Umbrella, and Environmental Impairment Liability policies. A Waiver of Subrogation applies to Workers’ Compensation and the General, Automobile, Pollution, Umbrella, and Environmental Impairment Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

(D) Proof of legal alien work status, if applicable
- United States Passport
- Unexpired Foreign Passport with I-551 Stamp
- I-94 Arrival/Departure Record
- Alien Registration Receipt Card (Resident Alien Card) I-551 (Issued after March 1977)
- Alien Registration Receipt Card (Resident Alien Card) I-551 (Issued since 1989)
- Alien Registration Receipt Card (Conditional Resident Alien Card) I 551
- Temporary Resident Card I-688
- Employment Authorization Card I-688A
- Employment Authorization Card I-688B

This information is used to verify that the terms of the contract are met.
This Contract, by and between the University of Tennessee, hereinafter referred to as the “University” and {PURCHASER’S NAME} , hereinafter referred to as the “PURCHASER,” provides for the sale and harvesting of timber on the University’s forest land, as further defined in this Contract. Terms and conditions of this contract shall be administered by the University of Tennessee’s Agricultural Experiment Station (UT-AES) and/or UT-AES’s UT-AES’s West TN Research & Education Center (WTREC).

The PURCHASER’s address is:

__________________________  ____________________________
Street  City  State & Zip Code

The PURCHASER agrees to buy and the University agrees to sell certain timber on the West TN Research & Education Center further described in Addendum A and location depicted on maps in Addendum B.

The PURCHASER agrees to harvest said timber and provide other services in strict compliance with all of the following conditions and requirements, which are hereby, made a part of this contract.

1. **CONTRACT TERM** - This Contract shall be effective for the period commencing on the date the contract is signed by both parties, provided that the PURCHASER complies with all terms of the Sealed Bid opened on Wednesday, July 8, 2020 at 10 a.m. and ending on December 1, 2021. The PURCHASER shall have until December 1, 2021 to complete the sale. The date for the completion of this contract or other dates specified for the completion of certain terms of the contract may be subject to extension(s) at UT-AES's discretion.

2. **PAYMENT** - This sale will be made on a per ton (2,000 lbs) basis. Bids should include the price that the purchaser is willing to pay to the University of Tennessee per ton for all Pine pulpwod, Chip-n-saw and Pine sawtimber. The purchaser is required to furnish the University exit tickets for each truck load of wood as it is removed from the property and then corresponding certified scale tickets from the mill or pulpwood buyer. The purchaser is required to pay the University weekly, ending with the last load hauled that Friday, by check payable to the University of Tennessee Attn: WTREC Director, Room 104, 605 Airways Blvd., Jackson, TN 38301.

3. **BOND** - A performance bond in the amount of $2,800 (7% of estimated total sale) shall be furnished by the PURCHASER [Ref. Bid Conditions 5(A) Pg. 3 of 3]. Bond will be furnished in the form of a cashiers or certified check. Said amount is returnable in full to the PURCHASER at the time the terms of this agreement have been fully met. If any conditions of this agreement are not complied with, the value of such damages or violations shall be deducted and the balance, if any, shall be returned to the PURCHASER.
4. **EXTENSIONS** - UT-AES has the authority to grant extensions requested in writing by the PURCHASER at a fee of twelve percent (12%) of total sale price per year or a minimum of two hundred dollars ($200.00) per month. Extensions will be for a minimum of one (1) month. PURCHASER must request an extension in writing at least thirty (30) days prior to the expiration date of this Contract or the date specified for the applicable activity. An extension of the term of this Contract or other specified date(s) will be affected through an amendment to the Contract.

5. **MODIFICATION AND AMENDMENT** - This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate UT-AES officials in accordance with applicable Tennessee State laws and regulations.

6. **SPECIAL TERMS AND CONDITIONS** – Special terms and conditions are described and listed in Addendum C. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

7. **PENALTIES** - PURCHASER shall exercise caution, to prevent damage to trees not designated for harvest. Any undesignated trees cut or damaged shall be paid for at the current market value.

8. **PROTECTION** - PURCHASER shall exercise reasonable care to prevent undue damage to the forest, roads and skid trails and undue risk to public safety. WTREC’s authorized representative shall have authority to temporarily close down all or any part of the PURCHASER'S operations to prevent damage and threats to public safety.
   A. PURCHASER shall keep all roads, trails, ditch lines, fields, fences, streams, and SMZs clear of tree tops, limbs and other debris. Existing forest roads, landings and/or parking areas used in connection with this sale shall be kept in passable condition for normal use.
   B. PURCHASER shall construct temporary roads and skid trails erosion control structures such as water bars and broad-based dips to satisfaction of WTREC’s authorized representative. All erosion control structures will be maintained in working condition during PURCHASER'S operations.
   C. PURCHASER shall remove daily all bottles, cans, paper and other litter from the timber sale area(s).
   D. PURCHASER shall prevent and suppress any forest fires in or adjacent to the sale area(s).
   E. PURCHASER shall disperse all logging slash, debris, and tops from timber merchandizing areas to the satisfaction of WTREC Director.
   F. PURCHASER shall not allow a third-party to take possession of timber sold by the PURCHASER to a third-party while on UT-AES Forest property.
   G. PURCHASER shall not bring onto the UT-AES Forest property logs or unprocessed forest products not cut on the UT-AES Forest property, except as permitted by the WTREC Director or his representative.
   H. The PURCHASER shall not drain or dump grease, hydraulic fluid, oil, fuel, antifreeze or hazardous material on the UT-AES Forest property. If a spill or leak occurs, the PURCHASER is responsible for the cleanup and proper disposal of the spilled material, contaminated materials used to contain or clean-up the spill,
and contaminated soil. PURCHASER and/or subcontractor(s) shall have tools and materials on-site to contain and cleanup spills. The PURCHASER shall notify WTREC immediately of any spill of hazardous material that meets or exceeds reporting requirements according to federal and state laws, rules or regulations. Where a more stringent quantity reporting amount does not exist, the PURCHASER shall notify WTREC immediately of any spill greater than five (5) gallons.

9. **IMPROVEMENTS** - The location of all improvements, including timber processing decks, roads, skid trails, bridges, *culverts*, and timber bunching areas to be made by the PURCHASER in performing this contract shall be approved by WTREC Director in advance of location or construction. All structural improvements are to be removed on or before the date of completion of this contract, unless otherwise agreed upon. If PURCHASER fails to remove all improvement(s) within the stated period, they shall become the property of UT-AES, but that will not relieve PURCHASER of liability for the cost of their removal and restoration of the site.

10. **LIABILITY** - The University of Tennessee shall have no liability except as specifically provided in this Contract. The PURCHASER shall be wholly and solely responsible for any and all losses or damages caused by the PURCHASER or his employees, agents or assigns to any persons or property in connection with any of this operation, and binds and obligates himself to save and hold harmless the University of Tennessee on account of any such loss or damage, including all cost and expenses to University of Tennessee on account of any action filed against it in connection therewith. All stumpage offered for sale is sold "Where Is and As Is" without recourse. No representation, warranty (either express or implied), or guaranty is made by the UT-AES as to the quantity, quality, condition, size or description. Any discrepancy between the UT-AES's estimated volume and the volume cut will not affect the validity of the sale or be considered the basis of a claim.

11. **SUBCONTRACTOR** - Subcontractor(s) must be approved in writing by the UT-AES. PURCHASER assumes any and all liability incurred by subcontractor(s). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

12. **SUSPENSION** - Any violation of this contract by the PURCHASER, as determined by WTREC, constitutes just reason for immediate oral termination of the contract and eviction from University of Tennessee-owned property, said oral termination and/or eviction to be followed by written termination and/or eviction within twenty-four (24) hours.

13. **CROSSING PRIVATE PROPERTY** - PURCHASER shall be responsible for securing permission to cross private property as may be convenient or necessary in the performance of this contract.

14. **CONFLICT OF INTEREST** - No employee of the State of Tennessee shall be admitted to any share or part of this sale, or to any benefit that may arise therefrom.
15. **BEST MANAGEMENT PRACTICES** - Where a more strict standard is not required by the preceding paragraphs of this contract or where this contract does not provide a standard, the standard of performance will be consistent with Department of Agriculture, Forestry Division publication "Best Management Practices (BMPs) for Timber Harvesting in Tennessee."

16. **MASTER LOGGER REQUIREMENT** - PURCHASER’s on-site supervisor must have successfully completed Tennessee’s Master Logger Program, or an equivalent program in another state. Documentation of successful completion of the Master Logger Program must be provided to the WTREC’s Director before any timber is cut and/or removed from the sale area(s). This requirement applies to the PURCHASER if the PURCHASER is the logging supervisor or to any logging supervisor that is subcontracted by the PURCHASER. If a subcontractor is to be used, documentation for the successful completion of the Master Logger Program or an equivalent program by the subcontractor’s on-site supervisor must be provided to the FRREC’s forester at the time the subcontractor is submitted for approval.

17. **WATER QUALITY ENFORCEMENT ACTIONS** – Neither the PURCHASER, the PURCHASER’S on-site supervisor nor subcontractor’s on-site logging supervisor shall be permitted to conduct any logging activities on UT-AES property if the individual(s) is subject of an open Notice of Violation (NOV) with the Department of Environment and Conservation, hereinafter referred to as “TDEC”, or similar action(s) in another state(s). All logging activities shall cease until any and all NOV’s are closed by TDEC or similar authority in another state or permitted to resume by the WTREC Director. No PURCHASER, PURCHASER’s on-site supervisor nor PURCHASER’s subcontracted on-site logging supervisor shall be permitted to conduct logging activities on University property if the individual has received from TDEC a “Stop Work”, “Director’s” or “Commissioner’s” Order under *Tennessee Code Annotated*, Water Control Act, Sections 69-3-100 through 69-3-142, or similar action(s) in another state. Should such Orders be issued to the PURCHASER, onsite supervisor or subcontractor during the contract term, all logging activity shall cease until a qualified on-site supervisor or approved subcontractor replacement can be found. PURCHASER shall notify the WTREC director immediately, but not more than twenty-four (24) hours, excepting weekends and WTREC holidays, of receiving any water quality enforcement action issued by TDEC or similar authority in another state.

18. **STRICT PERFORMANCE.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.

19. **INDEPENDENT CONTRACTOR.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
20. **STATE AND FEDERAL COMPLIANCE.** The PURCHASER shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

21. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The PURCHASER agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The PURCHASER acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407. Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney’s fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

22. **COMPLETENESS.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

23. **SEVERABILITY.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

24. **HEADINGS.** Section headings are for reference purposes only and shall not be construed as part of this Contract.

25. **RESIDUAL TIMBER.** Any standing or felled timber remaining on the designated sale area(s) after the term of this contract, shall thereafter be the sole and exclusive property of the WTREC.

27. **PROHIBITED ADVERTISING.** The PURCHASER shall not refer to this Contract or the PURCHASER’s relationship with the University of Tennessee hereunder in commercial advertising in such a manner as to state or imply that the PURCHASER or the PURCHASER's services are endorsed.

28. **COMMUNICATIONS AND CONTACTS.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Addendum D or to such other party, facsimile number, or address as may be hereafter specified by written notice. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service.
delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST/CDST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

29. INCORPORATION OF ADDITIONAL DOCUMENTS. Included in this Contract by reference are the following documents:

A. The Contract document
B. Invitation to Bid
C. Addenda

In the event of a discrepancy or ambiguity regarding the PURCHASER’s duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above. Notwithstanding the above, the PURCHASER shall not be relieved of liability to the UT-AES for damages sustained by virtue of any breach of this agreement by the PURCHASER. The UT-AES agrees to grant the right of ingress and egress to and from the sale area(s) across University of Tennessee-owned land, excluding any cropland.

The Purchaser

University of Tennessee Agricultural Experiment Station

Owner or Authorized Representative

University Official

Date

Date

West TN Research & Education Center

Director, Robert Hayes

Date
Addendum A

Description of the Timber Sale Location and Timber being Sold

The University of Tennessee Agriculture Experiment Station, West Tennessee Research & Education Center offers for sale certain Tree Farm certified pine timber containing approximately 56± acres located at 605 Airways Blvd in Madison County, Tennessee. The sale area is depicted on the timber sale maps in Addendum B.

Prospective bidders are strongly encouraged to cruise the tracts on their own to determine the volume of the pine pulpwood, pine sawtimber and chip-n-saw.
Timber Surplus Sale #TS-WTREC -20-01

Pine timber sale will include: entire stand inside orange boundary ~ 56 Acres
Addendum C

Special Terms and Conditions

A. Stumps of severed trees shall not exceed 12 inches in height above the ground.
B. Tops and limbs that for whatever reason accumulates at a landing(s) and delimming devices shall be scattered evenly back onto the sale area each day in a manner and to the degree that is acceptable to the WTREC’s forester.
C. The PURCHASER shall exercise caution and utmost care to prevent damage to trees not designated for harvest. Damage shall be determined and assessed at the sole discretion of the WTREC’s Forester according to Section 7 (Penalties) of the contract.
D. The PURCHASER and his on-site representative shall attend a pre-operational meeting with WTREC representatives before any timber is cut and removed from the sale areas. **The PURCHASER shall also be subject to daily/weekly documented onsite logging inspections.**
E. While on the WTREC property, equipment, trucks and trailers must remain on rocked surfaces once outside the sale area(s) and associated landings, except with written permission from the FRREC’s forester.
F. The use of heavy equipment will be prohibited within the confines of areas defined as streamside management zones (SMZs). **No trees will be harvested within the SMZ areas as marked with pink paint and flagging.** Logging debris, such as limbs and tops, or any stream obstructions occurring as a result of the logging operation, will be removed from stream channels at the time of harvest and placed far enough away from the channels to minimize future threats of debris entering waterways.

Communications and Contacts

The University of Tennessee: UT Agriculture Experiment Station, Forest Resources Research & Education Center

Name, Title: Robert Hayes, WTREC Director
Address: 605 Airways Blvd, Jackson TN 38301
Phone: 731-425-4769 Fax: 731-425-4760 Email: rhayes1@utk.edu

The PURCHASER:

Name
Address
Phone Fax Email:

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:00 p.m. CST/CSDT. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.