



## STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030  
NACOGDOCHES, TX 75962

### REQUEST FOR PROPOSAL

**RFP NUMBER**  
**TIMBER SALE-2020**

**PROPOSAL MUST BE RECEIVED BEFORE:**  
**5:00P.M.,FRIDAY FEBRUARY 14, 2020**

**MAIL PROPOSAL TO:**

**or**

**HAND DELIVER AND/OR  
EXPRESS MAIL TO:**

Stephen F. Austin State University  
Procurement and Property Services  
P. O. Box 13030, SFA Station  
Nacogdoches, TX 75962-3030

Stephen F. Austin State University  
Procurement and Property Services  
2124 Wilson Drive  
Nacogdoches, TX 75962

**or**

**EMAIL TO:** [bids@sfasu.edu](mailto:bids@sfasu.edu), subject: Timber Sale-2020

If mailing: Show RFP Number, Due Date and Time on Return Envelope

**NOTE:** PROPOSAL must be time stamped at **Stephen F. Austin State University  
Procurement and Property Services** before the hour and date specified for receipt of proposal.

**REFER INQUIRIES TO:**

Kay Johnson  
Stephen F. Austin State  
University  
Procurement and Property  
Services  
936.468.4037  
email: [johnsondk6@sfasu.edu](mailto:johnsondk6@sfasu.edu)

**STEPHEN F. AUSTIN STATE UNIVERSITY  
Request for Proposal  
Timber Sale-2020**

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- Exhibit A Execution of Offer
- Exhibit B Acknowledgment of Addenda
- Exhibit C Financial Proposal/Information
- Exhibit D Collusion Affidavit
- Exhibit E Timber Sale Agreement
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## **SECTION 1 INTRODUCTION**

### **1.1 SCOPE OF PROPOSAL**

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from potential buyers for a timber sale at the Stephen F. Austin State University Agriculture Farm.

The Services are more specifically described in Section 2 (“Statement of Work”) of this Request for Proposal (RFP).

### **1.2 CONTRACT TERM**

This contract will begin after award as mutually agreed and upon executed Timber Sale Agreement. The planned start date is February 2020.

### **1.3 SFA INFORMATION**

Stephen F. Austin State University is a comprehensive, regional institution located in Nacogdoches, Texas. The University enrolls more than 13,000 students, offering approximately 80 undergraduate majors and more than 120 areas of study within six academic colleges – business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics. Accredited by the Southern Association of Colleges and Schools, SFA provides the academic breadth of a state university with the personalized attention of a private school.

### **1.4 RESPONDENT QUALIFICATIONS**

The University will give preference to those qualified vendors who meet the following qualifications:

- Significant experience in performing similar projects
- Texas Pro Logger Certification with the Texas Forest Service, if applicable. Preference given for certification.
- The extent to which the vendor’s experience meets the University’s needs
- The proposed timeline

## 1.5 SCHEDULE OF EVENTS\*

*DATE	EVENT
January 21, 2020	Issuance of Request for Proposal
February 5, 2020 by 12:00 PM	Deadline for Questions
February 7, 2020	Question and Answer Addenda Document Posted, if any
February 14, 2020 by 5:00 PM	Requests for Proposals Due
February 15, 2020 until awarded	Evaluation of Proposals
February 2020	Notification of Award
February 2020	Scope of Work to begin
August 2020	Completion of Work

\*Dates are tentative and subject to change.

## 1.6 OPEN RECORDS

SFA anticipates that the review of the proposals will be completed and awarded in February 2020. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to open. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

## 1.7 TITLE IX

Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University's Title IX investigation; and, 3) Cooperate fully with all

sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

## **SECTION 2 STATEMENT OF WORK**

### **2.1 SCOPE OF WORK**

#### **2.1.1 Timber and Harvest Description:**

- 1) Corridor Harvest Area: Operator select harvest of all timber within approximately 30-foot wide corridors on 34.2 acres of 25 year-old planted pine/mixed hardwood. Corridor center lines are marked with blue paint. Additionally, harvest all merchantable hardwood within corridor harvest area.
- 2) Leave-Tree Selection Area: Harvest all merchantable timber **except** for leave trees marked with **3-inch wide yellow ribbon** on 36.4 acres. Timber is 25 year-old planted pine/mixed hardwood.
- 3) Clearcut Area: Harvest all merchantable timber on 28.6 acre mixed pine/hardwood stand (Reference Exhibit F).

**2.1.2 Tract Location:** 236.19 Acres (2 parcels: 150.69 ac, A-462, O.W. Randall survey, parcel 36; and 85.5 ac., A-82, J. Bailey survey, parcel 3) as described in warranty deeds Vol 2104, pg 129 and Vol 2762, pg 314, Nacogdoches County, Texas. Located on Nacogdoches County Road 124 approximately 1.5 miles east of US Highway 259, 7.6 miles north of Nacogdoches, Texas (Reference Exhibit F).

#### **2.1.3 Sale Conditions:**

- A period of 6 months will be granted for cutting and removing the timber.
- Payment will be “pay-as-cut” for all product classes.
- In corridor and leave-tree areas, buyer is responsible for cutting all non-merchantable hardwood encountered while in the process of harvesting merchantable trees.
- Harvesting will be conducted according to Texas Best Management Practices. Stream-side management zones (SMZ) are marked with orange paint; no harvesting is allowed in SMZs.
- All improvements, including but not limited to, roads, fences, gates and drainages will be protected and maintained. Any damage to improvements will be repaired at the buyer’s expense. Roads will be returned to pre-existing or better condition, at the buyer’s expense when harvest is complete.

- Successful bidder and Harvest Contractor must have satisfactory insurance for auto, liability and workman's compensation.
- Harvest Contractor will be required to maintain wood accountability forms and load tags.
- Scale tickets, accountability forms and pay-as-cut payments will be issued weekly.
- Owner reserves the right to accept or reject any or all bids.
- **A prepayment will be required at the time of execution of contract in the amount of \$5,000.**
- **Contractor is required to meet minimum insurance requirements (Reference section 2.2)**

2.1.4 Reference Exhibit E for Timber Sale Agreement.

2.1.5 Reference Exhibit F for maps of SFA Agricultural Farm.

2.1.6 Any questions related to the Timber Sale Agreement specifications, please contact Jason Grogan at 936-468-5588(work), 936-707-9605(cell) or [jgrogan@sfasu.edu](mailto:jgrogan@sfasu.edu). Also, please contact Jason Grogan for temporary gate combination for visiting site.

## 2.2 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 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 the Owner, the minimum insurance coverage as follows:

<b>INSURANCE REQUIREMENTS</b>	<b>MINIMUM LIMITS</b>
Workers' Compensation (Statutory)	Statutory
Employer's Liability	\$1,000,000 Each Occur/Aggregate
Commercial General Liability	\$1,000,000 Each Occur \$3,000,000 General Aggregate \$3,000,000 Products/Completed Operations
Comprehensive Automobile Coverage	\$1,000,000 Combined Single Limit NOTE: Required where a vehicle will be used on the premises. Coverage must include: All owned, leased, hired, non-owned and employee non-owned vehicles and, where applicable, Personal Injury Protection.

### SECTION 3 INSTRUCTIONS TO RESPONDENTS

#### 3.1 CONTACT INFORMATION

All questions regarding the RFP, or response must be forwarded to the Director of Procurement and Property Services:

Kay Johnson  
P.O. Box 13030, SFA Station  
Nacogdoches, TX 75962  
Phone: 936.468.4037  
Fax: 936.468.4282  
Email: [johnsondk6@sfasu.edu](mailto:johnsondk6@sfasu.edu)

#### 3.2 SUBMITTAL DEADLINE AND LOCATION

All proposals must be received by SFA no later than 5:00 PM, Friday, February 14, 2020.

**Proposals must be submitted on Exhibit C included in this RFP. See Required Submittal documents in section 3.6.1.**

Proposals are to be submitted to:

<b>MAIL PROPOSAL TO:</b>	<b>or</b>	<b>HAND DELIVER AND/OR EXPRESS MAIL TO:</b>
Stephen F. Austin State University Procurement and Property Services P.O. Box 13030, SFA Station Nacogdoches, TX 75962-3030		Stephen F. Austin State University Procurement and Property Services 2124 Wilson Drive Nacogdoches, TX 75962

**or**

**Emailed proposals will be accepted and should be emailed to [bids@sfasu.edu](mailto:bids@sfasu.edu) with subject listed as "Timber Sale-2020".**

All U.S. Mail addressed to any component of SFA is delivered to a central mailroom and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mailroom and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered, and receipt by SFA at the central mailroom will not be deemed sufficient. The University shall not be responsible for responses received after the due date and



time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the Respondent unopened.

Proposals will be publicly opened Monday, February 17, 2020 at 8:00 AM in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud. Award will **not** be made at time of proposal opening and will be made after the evaluation process is completed.

Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

### **3.3 SUBMITTAL INSTRUCTIONS**

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

Each Respondent, by submitting a proposal, represents that the Respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

A legally authorized representative of the Respondent shall sign proposals.

### **3.4 ACCEPTANCE AND FORMATION OF AGREEMENT**

No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.

The University reserves the right to negotiate further with any respondent that submits a proposal, once proposals have been opened. SFA may award a contract(s) based on initial proposals received without any discussion of such

proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA. The University shall be the sole judge of determining which proposal represents the best value to the University.

By submitting a response, the Respondent agrees to accept an agreement including the scope of work and specifications herein and attached to this Request For Proposal.

### **3.5 EVALUATION CRITERIA**

3.5.1 Award will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

3.5.2 Evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in Section 3.5.3. Stephen F. Austin State University reserves the right to award an agreement not based only on the cost to the University, but on the criteria that best meet the university's requirements and goals. The university shall be the sole judge of determining which proposal represents the best value to the university.

#### **3.5.3 Evaluation Criteria**

- a. 10% - Certification;
- b. 10% - Timeline for completing the harvest;
- c. 80% - Financial Proposal/Information

### **3.6 PROPOSAL FORMAT**

3.6.1 Proposal shall include the following information and be submitted in the following order:

#### **Submittals**

- A. Exhibit A – Signed Execution Of Offer
- B. Exhibit B – Acknowledgement of Addenda, if any
- C. Exhibit C – Financial Proposal/Information;
- D. Exhibit D – Non-Collusion Affidavit

E. Evaluation of Qualifications:

1. Provide a copy of Texas Pro Logger Certification with the Texas Forest Service, if applicable. Preference given for certification.
2. Provide overview of your company and years in business performing similar requested services included in Exhibit C.
3. Provide a proposed completion date for the harvest included in Exhibit C.

***Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA reserves the right to enter into an agreement not based only on lowest cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA.***

## EXHIBIT A EXECUTION OF OFFER

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she 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 Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent 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 response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

### Certifications:

#### Representations and Warranties by Respondent

If Respondent is a corporation, limited liability company, or any other entity organized and existing under state law, Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual signing the Agreement on behalf of the Respondent has been duly authorized to act for and bind Respondent.

#### Tax Certification

If Respondent is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

#### Eligibility to Receive Payment

In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Respondent certifies that it is not ineligible to receive the Agreement or any payments under the Agreement and acknowledges that University may terminate the Agreement and/or withhold any payment and/or reimbursement if this certification is inaccurate.

#### Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under the Agreement may be applied directly toward any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: \_\_\_\_\_

Sole Owner should also enter Social Security No.: \_\_\_\_\_

Respondent/Company: \_\_\_\_\_

Signature (INK): \_\_\_\_\_

Name (Typed/Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No/Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL.  
FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR RESPONSE.**

**EXHIBIT B**  
**ACKNOWLEDGEMENT OF ADDENDA**

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Respondent/Company: \_\_\_\_\_

**Refer to the SFA Procurement and Property Services Department website to  
confirm all addenda issued: <http://www.sfasu.edu/purchasing/122.asp>**

**EXHIBIT C**  
**FINANCIAL PROPOSAL/INFORMATION**

Having carefully reviewed the specifications and related documents affecting the proposal for potential buyers for a timber sale at the Stephen F. Austin State University Agriculture Farm, the undersigned submits the following Financial Proposal/Information in accordance with the Request for Proposal documents.

**Respondent Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**A. Pricing for Services Offered:**

**Price per ton for Pine Pulpwood**                      \$ \_\_\_\_\_

**Price per ton for Hardwood Pulpwood**                      \$ \_\_\_\_\_

**Price per ton for Hardwood Sawtimber**                      \$ \_\_\_\_\_

**Price per ton for Pine Sawtimber**                      \$ \_\_\_\_\_

**List any other products or subproducts pricing (Price per ton):**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

[includes all time, labor, materials, and reimbursable expenses  
(travel, lodging, parking fees, etc.) necessary to complete Services]

**B. Proposed Timeline for Completion  
of Harvest**

**Date:** \_\_\_\_\_  
mm/dd/yyyy

**C. Provide an overview of your company and years in business performing similar requested services.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT D  
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "Respondents"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Respondent, or with any official of SFA or any employee thereof, or any person, firm or corporation under contract with SFA whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said SFA, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatsoever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondent which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and/or parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or SFA.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest including the affiant.

**CONFLICT OF INTEREST**

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of SFA, nor any member of its Board of Regents, employee, or person whose salary is payable in whole or in part by SFA, has a direct or indirect financial interest in the award of the Proposal, or in the services to which this Proposal relates, or any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature \_\_\_\_\_

Company name \_\_\_\_\_

Date \_\_\_\_\_

# EXHIBIT E

## Timber Sale Agreement /Specifications



## **TIMBER SALE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Stephen F. Austin State University, hereinafter called "Seller", and \_\_\_\_\_, hereinafter called "Buyer."

### **Article 1**

Buyer agrees to buy from Seller and Seller agrees to sell to Buyer according to the terms and conditions stated within this Agreement, all trees that have been marked or designated by the Seller or representatives thereof.

The area on which the timber will be felled or harvested is described as follows: 236.19 Acres (2 parcels: 150.69 ac, A-462, O.W. Randall survey, parcel 36; and 85.5 ac., A-82, J. Bailey survey, parcel 3) as described in warranty deeds Vol 2104, pg 129 and Vol 2762, pg 314, Nacogdoches County, Texas. Located on Nacogdoches County Road 124 approximately 1.5 miles east of US Highway 259, 7.6 miles north of Nacogdoches, Texas (Map 1). Seller will locate for the Buyer by plats, maps and instructions the boundary lines of said premises.

The timber sold and purchased hereunder is described as:

Corridor Harvest Area: Harvest all timber within approximately 30-foot wide corridors on 34.2 acres of 25 year-old planted pine/mixed hardwood stand. Corridor center lines are marked with blue paint. Additionally, harvest all merchantable hardwood within corridor harvest area. Cut all non-merchantable hardwood.

Leave-Tree Selection Area: Harvest all merchantable timber except for leave trees marked with 3-inch wide yellow ribbon on 36.4 acres. Cut all non-merchantable hardwood.

Clearcut Area: Harvest all merchantable timber on 28.6 acre mixed pine/hardwood stand (Map 2).

### **Article 2**

Certain terms and conditions of this contract depend on the harvest basis as further set out herein:

#### **2.1 Stumpage Basis:**

2.1.1 Buyer agrees to pay Seller (on a stumpage basis) at the prices per ton (2000 lb/ton basis) specified below in the price schedule for the right to cut and remove the trees as specifically described in article 2.1.2. Payment shall be made every week by check made payable to the Stephen F. Austin State University as specifically described below:

Buyer shall pay seller a \$5,000 prepayment, due upon signature of Timber Sale Agreement. Credit towards the prepayment will be made to Buyer as timber is cut. Once the full credit has been applied, payment shall be made weekly to Seller for timber cut and removed the previous week. Payment shall be made weekly to Seller for timber cut and removed the previous week. Buyer shall furnish Seller a copy of a completed wood accountability form outlining the previous week's

loads, and scale tickets with corresponding load tags attached. Wood accountability forms and scale tickets should be mailed with the weekly corresponding payment. Payment shall be mailed to \_\_\_\_\_.

**Price schedule:**

<b>Product</b>	<b>Price/Ton</b>
<b>Pine Pulpwood</b>	<b>\$XX.XX</b>
<b>Hardwood Pulpwood</b>	<b>\$XX.XX</b>
<b>Hardwood Sawtimber</b>	<b>\$XX.XX</b>
<b>Pine Sawtimber</b>	<b>\$XX.XX</b>

2.1.2 If during harvest, a marketable product category is discovered differing from the categories on the price schedule, this Agreement may be amended in writing if:

2.1.2.1 The new product has a higher value than the product it replaces.

2.1.2.2 The amendment doesn't decrease the total value of the sale.

2.1.2.3 The amendment doesn't increase or decrease the volume of timber in the sale.

2.1.3 Marked crop trees, if cut or unnecessarily destroyed, shall be paid at a sum equal to two times the price stated herein (or if none is stated, two times the current market price) for the type and class of merchantable timber wrongly cut or removed. Such payments shall be within 30 days after receipt of a notice in writing from Seller concerning destruction of these trees.

2.1.4 Buyer agrees to cut all non-merchantable hardwood trees incidentally encountered while in the process of harvesting timber. Buyer is not responsible for cutting non-merchantable trees in areas in which no merchantable timber is located and/or where no timber is being harvested.

2.1.5 This Stumpage Agreement shall terminate when all harvest operations are completed or six (6) months following the signing of this Agreement, whichever is sooner, unless extended in writing. If Buyer wishes to extend the Agreement an additional 6-months for its convenience, Buyer will be required to pay Seller a \$5,000 prepayment at the time of signing the amendment for extension. Payment schedule, including credit for the prepayment shall be in accordance with Part 2.1 of this agreement.

2.1.6 The Seller reserves the right to cancel this Agreement upon 14-days written notice. Upon cancellation, all of Buyer's rights shall terminate immediately.

### Article 3

Buyer further agrees to cut and remove the above-described trees in accordance with the following conditions:

- 3.1 Crop and unmarked trees shall be protected against needless and unnecessary injury during cutting, skidding, and hauling operations. Skid trails shall be located, as far as possible, to protect residual trees from damage. Harvest trees within buffer zones along major drainages or roads will be skidded insofar as possible to the closest boundary. Haul roads through buffer zones must be approved by the Seller. Streamside Management Zone boundaries are posted or flagged. All other buffer zones are marked with plastic flagging.
- 3.2 Buyer shall take all necessary precautions to prevent and suppress forest fires on Seller's property in and adjacent to the area covered by this Agreement and which is a result of Buyer's operations or the operations of its agents, servants, employees, and/or invitees. In event of any such fire, Buyer agrees to pay for damages, if any, to timber not sold through this Agreement and which is on Seller's property. The amount of such damage will be based on the product values given in the relevant Article 2 to this Agreement. Provided, however, Buyer's obligation under this paragraph shall be limited to damage that occurs as a result of fire caused by operations of Buyer, its agents, servants contractors, or employees and-or invitees.
- 3.3 Buyer assumes responsibility for and agrees to repair at its own expense, to the satisfaction of Seller, damages to roads, gates, fences, bridges, culverts, utilities, and other improvements caused by its operations.
- 3.4 Locations of log decks (landings, log sets) and major skid trails will be determined by Seller in consultation with Buyer to minimize adverse impact on soil and water resources.
- 3.5 Buyer agrees to cut, fell, and remove this timber in accordance with best management practices as specified in *Texas Best Management Practices for Silviculture*, including the following:
  - 3.5.1 Log decks should be constructed with a slight slope (2 to 5 percent) to provide for adequate drainage. Ditches should be used where necessary to direct water away from the deck. Debris on landings should not impede drainage.
  - 3.5.2 Skid trails shall be situated and used in a manner that minimizes disruption of natural drainage patterns. Stream crossings will be minimized and made only at points designated by Seller. Temporary crossings utilizing culverts, logs, or portable bridges will be removed as soon as their use is completed. Stream channels will not be used as skid trails.
  - 3.5.3 Upon completion of use, waterbars will be installed by Buyer on skid trails at locations designated by Seller. Buyer shall notify Seller as cutting in a unit nears completion so Seller can designate location of waterbars before logging equipment is moved from unit or to begin construction of these waterbars.
  - 3.5.4 Streamside Management Zones (SMZ) will be clearly marked by Seller with orange paint. No timber harvesting is allowed within the SMZ. Landings or skid trails will not be located within the SMZ without prior permission from Seller. Logging

debris that is deposited in streams will be removed as soon as practicable, but not to exceed 48 hours, and in a manner that will cause the least disturbance to the stream channel.

3.5.5 Servicing equipment on site will be done in such a way that waste oil, etc., is drained into containers and properly disposed of in accordance with proper solid waste disposal practices. Garbage and trash will be promptly removed and disposed of properly.

3.5.6 The sale area will be left in a condition satisfactory to Seller.

3.6 Buyer agrees to conduct its logging activity over existing roads insofar as possible and to restore such roads to a condition not less than existed at the start of its operation.

3.7 Seller reserves the right to temporarily suspend harvesting and hauling operations during wet weather when continued operations would adversely impact site productivity and water quality.

3.8 Failure on the part of Buyer to comply with any of the requirements stipulated in this Agreement shall constitute a breach of this Agreement and shall result in the Agreement becoming subject to cancellation upon Seller giving Buyer written notice of Buyer's default under provisions of this Agreement. Seller will be permitted to stop all timber cutting until the default can be remedied. In the event Buyer shall fail to remedy such default within a 15 day period after its receipt of notice of default, Seller shall have the right to cancel this Agreement and notice of such cancellation shall result in the Agreement becoming void and canceled immediately thereupon. Notice of default shall be sent to Buyer by certified mail, return receipt requested, postage prepaid, and addressed to Buyer at the Notice address provided herein.

#### **Article 4**

Seller agrees to the following:

4.1 To guarantee Buyer, its successors and assigns, to forever defend the title to the forest products and privileges granted in this Agreement against all lawful claims.

4.2 Until termination, Buyer is granted freedom of ingress and egress upon the sale area and adjacent property of Seller for the purpose of cutting and removing the designated forest products, except as provided for in Article 3.8.

4.3 Should the boundary designation provided by Seller not be accurate, to the extent permitted by the laws and constitution of the State of Texas, Seller shall indemnify and hold Buyer harmless from all costs, expenses, and damages arising from that designation.

#### **Article 5**

5.1 An equitable refund of part or all of the pre-payment by the Seller to the Buyer may be made in the event that endangered or threatened species (as defined by the Endangered Species Act and the rules and regulations promulgated pursuant thereto) are discovered upon the Land which adversely affect or prohibit the harvesting of part or all of the timber purchased herein, and to the extent such species were not disclosed by Seller to Buyer prior to execution of this Agreement. The portion or amount affected by the presence of the endangered or threatened species shall be determined by applying the guidelines then in effect and adopted by Seller and as applied by Seller to timber management and

harvesting practices upon its own land and as required by federal, state, or local law or regulation.

### Article 6

It is mutually understood and agreed by and between the Parties:

- 6.1 Buyer will notify Seller of intent to begin logging operations at least 2 weeks prior to moving onto the property. A pre-entry conference will be held with the designated representatives of Buyer and Seller. The purpose of this conference is to make sure Buyer has a clear understanding of the contract requirements and obligations and to review operating procedures.
- 6.2 Sale trees that are left uncut from the described area at the date this Agreement terminates become the property of Seller.
- 6.3 Seller reserves the right of checking the operations at any time to determine whether the provisions of this Agreement are being carried out.
- 6.4 This Agreement may be assigned in whole or in part only with the written consent of Seller.

### Article 7

- 7.1 **Indemnity:** EXCEPT FOR NEGLIGENCE THAT MIGHT BE DIRECTLY ATTRIBUTABLE TO SELLER, ITS AGENTS, SERVANTS, OR EMPLOYEES, TO THE EXTENT ALLOWED BY STATE LAW, BUYER AGREES TO HOLD SELLER HARMLESS FROM ANY INJURY TO PERSON OR PROPERTY OCCURRING IN CONNECTION WITH OPERATIONS BY BUYER, ITS AGENTS, SERVANTS, OR EMPLOYEES, UNDER THIS AGREEMENT AND ON THE PREMISES HEREIN DESCRIBED.
- 7.2 **Non-Waiver:** Buyer expressly acknowledges that Seller is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Seller of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- 7.3 **Choice of Laws and Venue:** This Agreement shall be governed by the laws of the State of Texas, with venue in Nacogdoches County, Texas.
- 7.4 **Dispute Resolution:** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Seller and Buyer to attempt to resolve any claim for breach of contract made by Buyer that cannot be resolved in the ordinary course of business. Buyer shall submit written notice of a claim of breach of contract under this Chapter to Seller's Vice President for Finance and Administration, who shall examine Buyer's claim and any counterclaim and negotiate with Buyer in an effort to resolve the claim.
- 7.5 **Notices:** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. Seller and Buyer can change their respective notice address by sending to the other Party

a notice of the new address.

Notices should be addressed as follows:

**Seller: STEPHEN F. AUSTIN STATE UNIVERSITY**

Attn: Jason Grogan  
Title: Research Associate  
Address: PO Box 6109, SFA Station  
Nacogdoches, TX 75962  
Phone: (936) 468-5588  
E-mail: [jgrogan@sfasu.edu](mailto:jgrogan@sfasu.edu)

**Buyer:**

Attn:  
Title:  
Address:  
Phone:  
Fax:  
E-mail:

- 7.6 **Force Majeure:** Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- 7.7 **Severability:** A failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions or portions thereof.
- 7.8 **Entire Agreement:** This Agreement sets forth the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings relating to its subject matter. This Agreement may not be amended or superseded except by a written Agreement signed by an authorized representative of each party.
- 7.9 **Insurance:** Buyer and all of Buyer's vendors participating in this timber sale agreements shall obtain and maintain, for the duration of the agreement (or longer), the minimum insurance coverage set forth in the attached "Insurance Requirements" document.
- 7.10 **Authority and Counterparts:** The person executing this Agreement on behalf of a party represents that such person has full authorization to execute this Agreement. Execution counterparts to this Agreement will be deemed to constitute one and the same instrument.
- 7.11 **Public Information.**  
(a) Buyer acknowledges that Seller is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for

public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Seller's written request, Buyer will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Seller in a non-proprietary format acceptable to Seller. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Seller has a right of access.

(c) Buyer acknowledges that Seller may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

7.12 **Conflict of Interest:** Buyer and each person signing on behalf of Buyer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of Seller's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by Seller, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreements relates, or in any of the profits, real or potential, thereof.

7.13 **Title IX:** Seller strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and Seller's sexual misconduct policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Seller-controlled property, including institutions and entities with whom Seller places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Seller's Title IX investigation; and, 3) Cooperate fully with all sanctions that Seller may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Seller reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

*Signatures on following page*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date written below:

**BUYER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER**

By: \_\_\_\_\_

Name: Steve Bullard

Title: Provost and Vice President for Academic Affairs

Date: \_\_\_\_\_

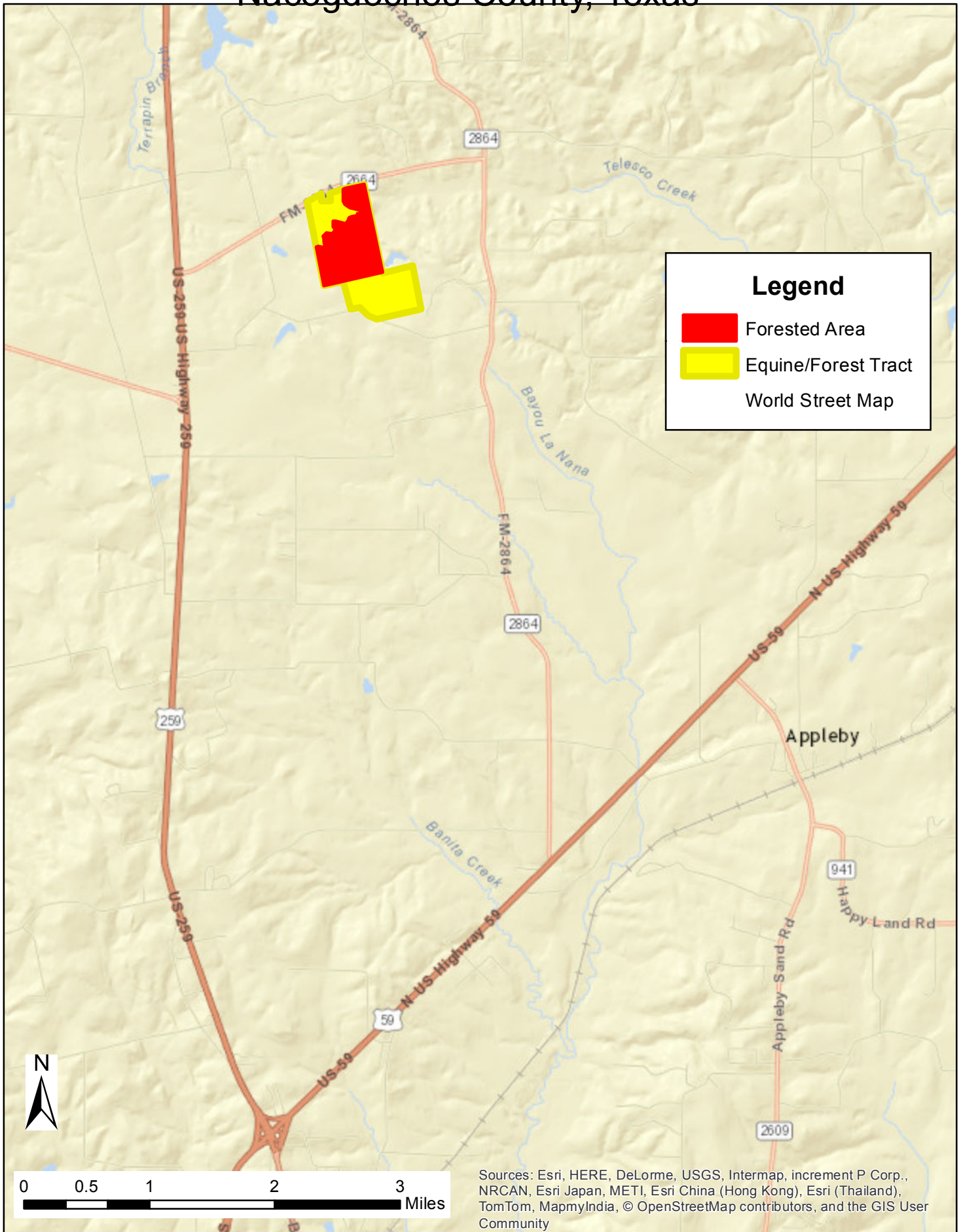
*OGC Approved December 2019*



# EXHIBIT F

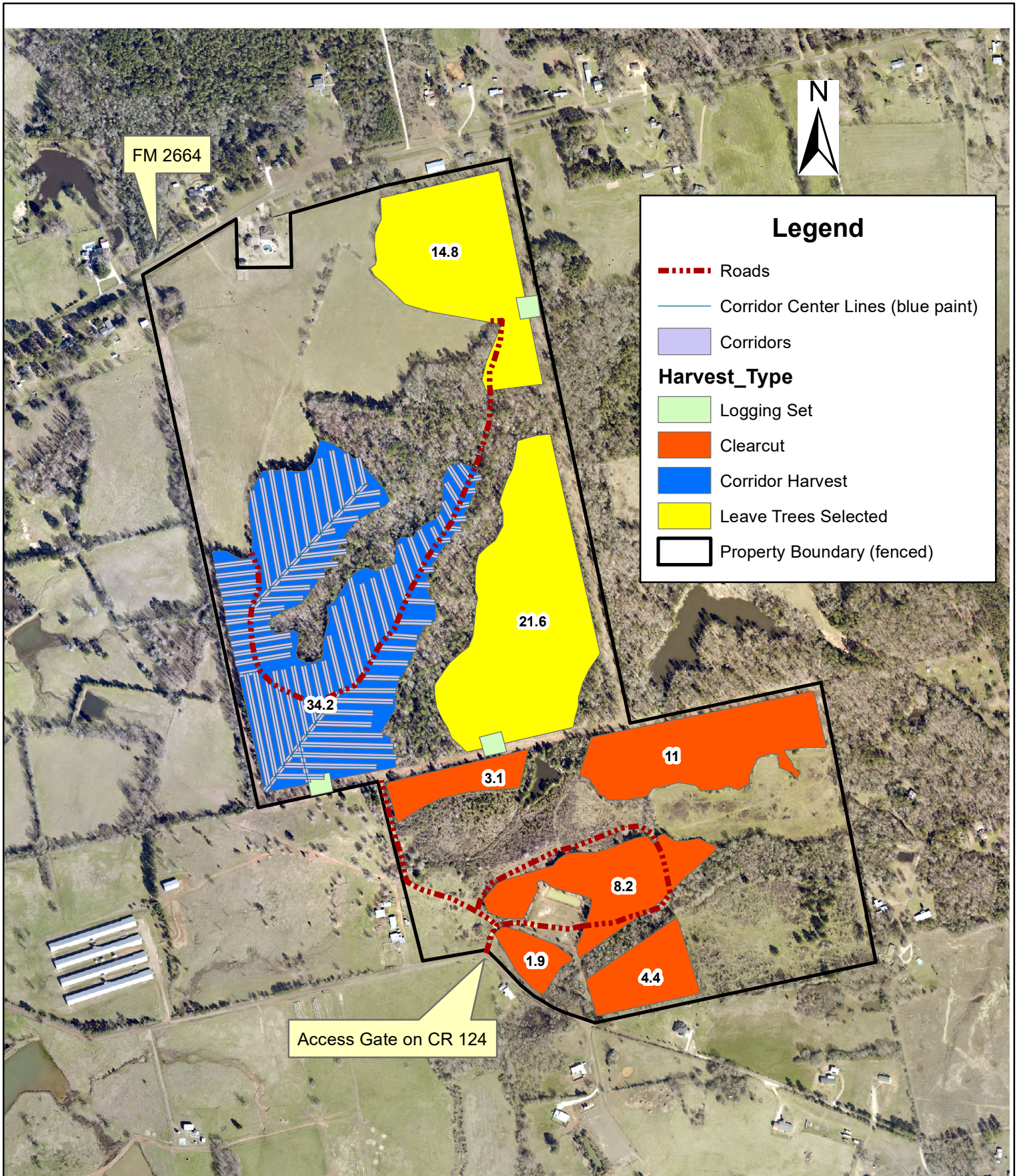
## Maps of Agriculture Farm

# SFA Ag. Farm Equine Pasture and Forest Tract Nacogdoches County, Texas





# SFA Agriculture Farm 2020 Timber Sale



0 330 660 1,320 1,980  
Feet

Data: 2016 Pictometry  
Jason Grogan 4/17/2019



NAME/ADDRESS	HUB
Asian Contractor Association Website: <a href="http://www.acta-austin.com">www.acta-austin.com</a> Email: Phone: 512-926-5400 Fax: 512-926-5410	
Southwest Minority Supplier Development Council Website: <a href="http://www.smsdc.org">www.smsdc.org</a> Email: Phone: 512-386-8766 Fax: 512-386-8988	
Dallas/Fort Worth Minority Supplier Development Council Website: <a href="http://affiliate.nmsdc.org/dfwmsdc">http://affiliate.nmsdc.org/dfwmsdc</a> Email: Phone: 214-630-0747 Fax: 214-637-2241	
Houston Minority Supplier Development Council Website: <a href="http://www.hmsdc.org">www.hmsdc.org</a> Contact: Jenera Thierry Email: Phone: 713-271-7805 Fax: 713-271-9770	
Tri-County Black Chamber of Commerce Website: <a href="http://www.tbcc.org">http://www.tbcc.org</a> Email: Phone: 832-875-3977 Fax: 713-839-7329	
Women's Business Council – Southwest Website: <a href="http://www.wbcsouthwest.org">http://www.wbcsouthwest.org</a> Contact: Taylor Crosby Email: Phone: 817-299-0566	
Women's Business Enterprise Alliance Website: <a href="http://www.wbea-texas.org">http://www.wbea-texas.org</a> Email: Phone: 713-681-9232	
Golden Triangle Minority Business Council Website: <a href="http://www.gtmbc.com">www.gtmbc.com</a> PH: 409-962-8530 FX: 409-722-5402	

ITB/RFP # **TIMBER SALE-2020** Opening date **2/14/2020** time **5:00 pm**

NAME/ADDRESS	HUB
Hispanic Contractors Association de San Antonio Website: <a href="http://www.hcadesa.org">www.hcadesa.org</a> PH: 210-444-1100 FX: 210-444-1101	
US Pan Asian American Chamber of Commerce Website: <a href="http://www.uspaacc-sw.org">www.uspaacc-sw.org</a> PH: 682-367-1393 FX: 817-469-9485	
El Paso Hispanic Chamber of Commerce Website: <a href="http://www.ephcc.org">www.ephcc.org</a> PH: 915-566-4066 FX: 915-566-9714	
Regional Hispanic Contractors Association (RHCA) Website: <a href="http://www.tamacc.org">www.tamacc.org</a> PH: 972-786-0909 FX: 972-786-0910	
<b>START SELECTED VENDORS HERE</b>	
Westrock Caleb Murray P. O. Box 816 Silsbee, TX 77656 PH: 409-207-2106	
Morris Timber Holdings, Inc. Matt Morris 812 Rosewood Nacogdoches, TX 75961 PH: 936-569-3086	
Scull Timber Co., Inc. Spencer Burke PH: 936-546-7887, 936-546-3967	
Walsh Timber Erin Herrin, Heather Shipley, Roy Dale Womack PH: 936-676-2101; 936-632-2110	
TimberPro Forest Service Chris Colbey P. O. Box 630547 Nacodgoches, TX 75963 PH: 936-554-8533	

ITB/RFP/RFP #TIMBER SALE-2020 Opening date 2/14/2020 time 5:00 pm

NAME/ADDRESS	HUB
Logging Tech Forestry Larry Howard PH: 903-694-6010	
Forrest Hodge Operations, Inc. Mark Hayes PH: 936-867-4910, 936-212-0134	
Bob Sturrock Timber, Inc. 608 FM 698 Nacogdoches, TX 75964	
Billingsley Timber P. O. Box 77 Kennard, TX 75847	
Bobo Logging P. O. Box 115 Douglass, TX 75943	
Brisco Forestry Services P. O. Box 630070 Nacogdoches, TX 75963	
Bobby Calhoun P. O. Box 71 Kennard, TX 75847	
Chad Essex Logging Company P. O. Box 1676 Jacksonville, TX 75766	
Conroe Forest Products, Inc. P. O. Box 151505 Lufkin, TX 75915	
Clearwood Logging, Co. 535 Hannah Road Groveton, TX 75845	
D & L Timber Co., Inc. 403 Martin Cochran Road Huntington, TX 75949	
Georgia Pacific Corp. Thomas Relyea PO Box 47 Camden, TX 75934 936-208-1287	
Joel Pinner Logging Rt. 3. Box 533 Huntington, TX 75949	

ITB/RFP/RFP #TIMBER SALE-2020 Opening date 2/14/2020 time 5:00 pm

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K & L Logging P. O. Box 2609 Lufkin, TX 75901	
Keith Carrell Logging, Inc. P. O Box 43 Huntingtin, TX 75949	
M & C Logging 3092 CR 1170 Kennard, TX 75847	
Murray Bros Inc. Rt. 4, Box 91 Huntington, TX 75949	
Spurlock Logging, Inc. PO Box 795 Woodville, TX 75979-0795	
Stetson International, L.P. 453 CR #301 Nacogdoches, TX 75961	
Tanner Timber Products PO Box 190 Kountze, TX 77625	
Leroy Wright Route 1, Box 153 B Corrigan, TX 75939	
Vance Dial Logging 1900 FM 3154 Groveton, TX 75845	
Ellis Timber, Inc. 537 County Rd. 771 Nacogdoches, TX 75964	
Lone Star Land Enhancement, Inc. Traci Sawyer PO Box 1264 Lindale, TX 75771-1264	WO/F

**Unable to solicit 50% HUBS based on NIGP code 947-81 on CMBL. Also, searched keyword "Timber".**