



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

CC-19 COLLETON COUNTY TIMBER SALE

DUE: Tuesday, October 20, 2015 @ 11:00am

MAIL RFB RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

HAND DELIVER RFB RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

A. OVERVIEW

Colleton County is soliciting bids for the sale of timber for three tracts owned by Colleton County. Tract specifics, tract map, and conditions of the sale are listed below. Smith Forest Management, LLC of 5111 Grays Highway, Varnville SC has been retained by Colleton County as the Forestry Consultant. Smith Forestry Management will administer the timber contract on behalf of Colleton County.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so. Questions regarding this solicitation must be submitted via email to Alton Smith, Smith Forest Management, LLC, smithforestmanagement@yahoo.com no later than 11:00am on October 13, 2015.

B. SCOPE OF WORK

Timber sale will be on a unit price per ton basis. Please submit "unit prices" for pine pulpwood, pine super pulp, pine chip-N-saw, pine sawtimber, hardwood sawtimber, and hardwood pulpwood by mail. A **\$40,000** advance is required at closing, within 30 days of bid opening.

This timber bid being a contract to sell and not to purchase shall make all Colleton County Procurement policies regarding local vendor preference null and void

TRACT SPECIFICS

- **Tract #1 Tax ID# 148-00-00-137-000, 208 Recreation Ln. Walterboro SC**

This will be a +/- 91 acre residential cut with the leave trees being of good aesthetic value spaced approximately 50 feet apart.

This tract also has a +/- 22 acre clearcut north of Mighty Cougar Ave. All stems are to be harvested in this area.

Recreation Lane. **cannot** be used for logging traffic. All logging operations shall enter into and exit out of, onto Mighty Cougar Drive.

- **Tract # 2 Tax ID# 178-00-00-019-000, 394 Mable T. Willis Blvd, Walterboro SC**

This will be a +/- 7 acre clearcut in which all stems are to be harvested. There are a few oaks along the property edge that are to be saved. A 30 foot buffer must remain around the shed on the southwest corner of the property, which will be flagged. This tract has a construction project planned to start in the near future and will have only a 60 day contract. The tract is high land and well drained, but if wet ground conditions occur the seller will give an extension.

- **Tract # 3 Tax ID# 079-00-00-111-000 153 Risher Mountain Rd, Walterboro SC**

This will be a +/- 5 acre clearcut in which all stems are to be harvested.

C. INSTRUCTIONS TO VENDOR

1. Submittal must include one (1) original bid response clearly marked as original, and one (1) complete copy of the bid response. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the bidders sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.

D. SPECIFIC TERMS AND CONDITIONS

BUYER further agrees to cut and remove said timber according to the following terms and conditions:

1. BUYER agrees to notify Smith Forest Management, LLC, SELLER's AGENT, prior to beginning any logging operations.
2. All tops, limbs and other logging debris shall be removed from existing roads, rights-of-way, firebreaks (boundaries), fields, canals, and adjacent lands. Further, upon completion of the cutting operations, all litter and other discarded items resulting from logging operations shall be removed from the property.
3. SELLER and AGENT reserve the right to check the removal operations at any time to ensure compliance with this Contract.

4. SELLER and/or AGENT shall be authorized to suspend removal operations at any time when, in their opinion, ground conditions warrant. The purpose of this clause is to prevent irreparable damage to the site or roads in the event of wet ground conditions. The Contract period as stated herein shall be extended by the length of such a suspension.
5. This Contract shall expire 6 months from the date of this Contract or upon completion of all terms of the Contract, whichever event shall occur first. **An exception is Tract #2 which has a 60 day time frame.**
6. BUYER shall have rights of ingress and egress to the Sale Area for purposes of removing timber, provided that location and design of roads and deck areas shall be approved by SELLER's Agent. BUYER shall leave existing roads and firebreaks in as good or better condition as found at the beginning of the timber removals.
7. BUYER shall be responsible for the damages caused by any fire or fires due to accident or negligence of BUYER or BUYER's agents or contractors.
8. BUYER hereby agrees to defend, indemnify and hold the SELLER and SELLER'S Agent harmless from any loss, claims or suits resulting from bodily injuries (including death) or damages to property, or other claims or suits against the Seller and the SELLER'S Agent, Smith Forest Management, LLC, out of any act or failure to act on the BUYER'S part or the part of any agent, servant or subcontractor of the BUYER, whether independent or otherwise, in the performance of work undertaken under this Timber Sale Contract, or preparing to perform such, or cleaning up or leaving the scene after so doing including any loss, claim or suit where it is alleged that the negligence, misfeasance or nonfeasance of SELLER or SELLER'S Agent causes, in whole or in part, the alleged injury, damage or loss.
9. BUYER will be required to provide SELLER certificates to show that the following insurance policies will be carried throughout the term of the Timber Sale Contract.
 - a. Commercial General Liability insurance and Contractual Liability insurance covering its harvesting activities, which policy shall have minimum limits of \$1,000,000 combined single limit and \$1,000,000 general aggregate, and
 - b. Automotive insurance with minimum limits of \$1,000,000 or higher limits if required by state and/or federal laws, and
 - c. Workers' Compensation insurance \$100,000 – each accident
 - d. Statutory Coverage and Employer's - \$100,000 each employee
10. BUYER shall be required to list the SELLER and SELER'S Agent as additional insured on the General Liability insurance policy, which shall not be cancelled without giving SELLER thirty (30) days written notice.
11. BUYER agrees to comply with the SC Forestry Commission's Best Management Practices in the harvesting of the timber.

12. Neither this Contract nor any right or obligation hereunder may be assigned or transferred by BUYER without the written consent of the SELLER.
13. SELLER hereby guarantees and warrants the title to said timber and trees hereby sold and guarantees and warrants the right and power to sell the same and to vest in the BUYER and the right and power to cut and remove said timber and to enter upon the lands for that purpose. SELLER further warrants that said trees and timber are free of lien.
14. BUYER agrees to follow all South Carolina DOT rules and regulations. Any permit required by SCDOT shall be the sole responsibility of the BUYER.
15. All access to the property used by the BUYER shall be returned to its original state after logging operations are completed. This includes but is not limited to the removal of culverts, fill rock, fill dirt, the regrading of ditching and removal of all trash.

The timber herein described may be inspected by prospective buyers at their convenience, or showings may be arranged by contacting Alton Smith (803-942-2530). Smith Forest Management, LLC.

T. Alton Smith, SC Reg. For. # 1773



**CC-19 BID PROPOSAL
PRICING PER TON**

Tract #1 Tax ID# 148-00-00-137-000, 208 Recreation Ln. Walterboro SC

Tract # 2 Tax ID# 178-00-00-019-000, 394 Mable T. Willis Blvd, Walterboro SC

Tract # 3 Tax ID# 079-00-00-111-000 153 Risher Mountain Rd, Walterboro SC

Pine Pulp Wood _____

Pine Super Pulp _____

Pine Chip-N-Saw _____

Pine Sawtimber _____

Hardwood Sawtimber _____

Hardwood Pulpwood _____

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Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: () _____

Authorized Signature: _____

Print name: _____

Title: _____ Email: _____