



# County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641  
Post Office Box 421270, Georgetown, SC 29442-4200  
(843)545-3083 · Fax (843)545-3500 · [purch@gtcounty.org](mailto:purch@gtcounty.org)

## INVITATION FOR BIDS

BID NUMBER: 16-019

ISSUE DATE: Friday, February 12, 2016

**OPENING DATE: Wednesday, March 09, 2016**

**OPENING TIME: 3:00 PM (Eastern NIST)**

Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

MANDATORY Pre-Bid Site Inspection: Thursday, February 25, 2016 at 11AM ET On Site (See Pg 3)

**PROCUREMENT FOR: Timber Harvesting at Georgetown County Airport (KGGE)**  
**Commodity Code(s): 99863**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

**MAILING ADDRESS:**

County of Georgetown  
Post Office Drawer 421270  
Georgetown SC 29442-4200  
Attn: Purchasing

**STREET ADDRESS:**

Georgetown County Courthouse  
129 Screven Street, Suite 239  
Georgetown SC 29440-3641  
Attn: Purchasing

**IMPORTANT OFFEROR NOTES:**

- 1) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
- 2) Federal Express does **not** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on **Primary Overnight Service**.
- 3) **United Parcel Service (UPS)** **does** guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- 4) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

**Purchasing Contacts:**

Phone (843)545-3083  
Fax: (843)545-3500  
E-mail: [apuckett@gtcounty.org](mailto:apuckett@gtcounty.org)

**Kyle Prufer**

(843)545-3082  
(843)545-3500  
[kprufer@gtcounty.org](mailto:kprufer@gtcounty.org)

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



# Intent to Respond

REF: **Bid #16-019, Timber Harvesting At Georgetown County Airport (KGGE)**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.gtcounty.org](http://www.gtcounty.org) select "Bid Opportunities" from the *Quick Links* box on the web homepage.

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

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

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Please return this completed form to Kyle Prufer, Purchasing Officer**

- by e-mail to [purch@gtcounty.org](mailto:purch@gtcounty.org)
- or by FAX to (843)545-3500.

[End of Intent to Respond]

**Time Line: Request for Proposal #16-019**

Item	Date	Time	Location*
<b>Advertised Date of Issue:</b>	Friday, February 12, 2016	n/a	n/a
<b>MANDATORY Pre-Bid Site Inspection:</b>	Thursday, Feb. 25, 2016	11:00AM ET	On Site†
<b>Deadline for Questions:</b>	Wed., March 02, 2016	3:00PM ET	Suite 239
<b>Bids Must be Received on/or Before:</b>	Wed., March 09, 2016	3:00PM ET	Suite 239
<b>Public Bid Opening &amp; Tabulation:</b>	Wed., March 09, 2016	3:00PM ET	Suite 239

\*All locations in the Old County Courthouse, 129 Screven Street, Georgetown, SC unless otherwise stated.

†Georgetown County Airport Terminal, 129 Airport Rd, Georgetown, SC 29440.

**Bid #16-019**  
**Timber Harvesting At Georgetown County Airport (KGGE)**  
**BID REQUIREMENTS**

- 1) Georgetown County, SC (hereinafter called the SELLER) being the legal owner and lawful authorized agent for the property identified below with described timber which has the potential to generate incremental revenue, makes this offer to sell based upon the terms and conditions hereinafter stated. Georgetown County, SC holds the right to convey.
- 2) The current timber stands are located on the Georgetown County Airport (identifier KGGE) property and are identified below, and with illustrated maps shown by Exhibit.

**Georgetown County “Closed Runway” Pine Tract** (EXHIBIT A)

Clear Cut: +/- 9.85 Acres

Nearest Street Address: 860 Aviation Boulevard (Secured Airport Access Location)

Portion of TMS #01-0447-002-00-00 adjacent to Aviation Boulevard

**Georgetown County “Taxiway A” Pine Tract** (EXHIBIT B)

Clear Cut: +/- 10.82 Acres

Nearest Street Address: 129 Airport Road (Secured Airport Access Location)

Portion of TMS #01-0447-002-00-00 adjacent to South Fraser Street (US-17)

- 3) County staff will hold a **MANDATORY Pre-Bid Site Inspection** made necessary by the fact that the designated tracts are inside the airport perimeter fence. All interested parties should assemble at the Airport Terminal, located at 129 Airport Rd, off South Fraser St (US-17), Georgetown, SC. We will gather in the Manager’s Office Conference Room, review the specifications and requirements, and then escort representatives to the two tract locations. **This meeting will begin promptly at 11:00AM on Thursday, February 25, 2016.** There will be no late attendance permitted. Once the meeting has begun, no further sign-ins will be permitted. Only those firms with a representative registered in attendance will be qualified to submit a proposal.



**EXHIBIT A – Airport Timber Harvesting along Closed Runway (+/- 9.85 Acres)**



**EXHIBIT B – Airport Timber Harvesting along Taxiway (+/- 10.82 Acres)**



4) **Scope of Services**

a) Clear Cut

Clear Cut areas will be 100% clear cut harvest of mature trees. All merchandisable material will be removed from the property. All logging debris will be removed from roads, ditches and adjacent fields. Any damage to ditches, culverts and other improvements of the property shall be repaired to original condition or paid for at replacement/repair cost by the BUYER.

b) Wetlands

No timbering.

- 5) All merchandisable material will be removed from the property. All logging debris will be removed from roads, ditches and adjacent fields. Any damage to ditches, culverts and other improvements of the property shall be repaired to original condition or paid for at replacement/repair cost by the BUYER.
- 6) Thinning should remove diseased, damaged and overtopped pines. Thinning should produce an even distribution of potential crop trees. All trees not being harvested are to be protected from unnecessary damage.
- 7) No trees will be cut except those that are within the designated sale areas. Stumps of harvested trees shall be cut no higher than six (6) inches above the average ground level, except for those trees wherein wire, nails, visible defects or excessive flare necessitate cutting higher than the specified limit.
- 8) The BUYER will protect all roads and will leave them in as good a condition as found. No trash, junk, tires, cable, cans, equipment parts, oil or other items used or consumed by the BUYER or his agents shall be left on the property.
- 9) As far as practicable all logging and hauling operations shall be in an orderly and progressive manner, exercise all possible protection to young growth and shall give due consideration to disturbances which will affect soil movement or impair and aggravate water movement.
- 10) BUYER shall protect property such as fields, fences, telephone, light and power lines, buildings, ditches, bridges, etc., against unnecessary injury, and shall repair damage caused by him in restoring them immediately to the condition found prior to change.
- 11) The BUYER will comply with all laws and regulations governing timber harvesting and will be responsible for any violation of local, state or federal regulations. South Carolina Best Management Practices (BMP's) will be used during the timber harvesting.
- 12) The BUYER assumes responsibility for the suppression and damage resulting from all fires caused by him and his agents or employees.
- 13) The SELLER reserves the right to adjust or suspend logging and/or hauling operations when ground conditions, due to adverse weather, deem that damage to road systems and/or forest resources are excessive. In the event of a suspension the total contract term will not be shortened, but rather the suspension time will be added to the contract term.

- 14) Awards will be made based on highest bid price, conformity with the specifications, suitability to requirements, and other factors that are deemed by the County to affect the ability of the offeror to maintain a high service level.
- 15) The title of the timber and other products remain in the name of the SELLER until paid for by the BUYER.
- 16) Classification:  
Services furnished herein shall be classified as lump sum bid for designated lumber on the tract maps attached.
- 17) Applicable Publications  
The following agency requirements/policies shall form a part of this specification:

Environmental Protection Agency (EPA)  
Administrator  
401 M Street, SW  
Washington, DC 20406  
202/382-4700

S.C. Department of Health and Environmental Control (DHEC)  
J. Marion Sims Building  
2600 Bull Street  
Columbia, SC 29201  
803/898-4000

South Carolina Forestry Commission  
Pee Dee Region  
5961 I. M. Graham Road  
Kingstree, S.C. 29556  
(843) 382-8761

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**Instructions for Bidders**  
**Bid #16-019**  
**Timber Harvesting At Georgetown County Airport (KGGE)**

1. **Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page two (2) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. SEND QUESTIONS TO:

Kyle Prufer, Purchasing Officer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [kprufer@gtcounty.org](mailto:kprufer@gtcounty.org)

2. Written sealed public bids for a Term Contract to provide **Timber Harvesting At Georgetown County Airport (KGGE)** shall be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (2) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.
3. **IMPORTANT OFFEROR NOTES:**
- a) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
  - b) Federal Express does **NOT** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
  - c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day “Early AM” Service.
4. **Inclement Weather/Closure of County Courthouse**  
If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.
5. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

6. One (1) unbound, reproducible ORIGINAL of your proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:

**OFFEROR'S NAME**  
**BID ITEM NAME**  
**BID NUMBER**

7. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

8. Definitions:

- a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
- b) The term “**Timber Harvesting At Georgetown County Airport (KGGE)**” or “Service” refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
- d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

9. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.

10. Faxed or E-mailed bids will not be accepted by Georgetown County.

11. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.

13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
17. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
18. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
19. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:  
The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.
20. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.
21. Acknowledgement of Addenda  
Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to**

**acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at [www.gtcounty.org](http://www.gtcounty.org), select "Bid Opportunities" from the Quick Links box on the homepage. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

22. This Invitation for Bid covers the estimated requirements to provide **Timber Harvesting At Georgetown County Airport (KGGE)** for the Georgetown County Public Services Department. The purpose is to establish a Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

23. **TERMS OF AGREEMENT / RENEWAL**

The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

24. **PRICE ESCALATION/DE-ESCALATION:**

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE CONSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

25. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

26. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability

(not used)

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker,

notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

#### 27. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at: <http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#empl>

#### 28. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

#### 29. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

#### 30. Method of Payment

The PURCHASER agrees to pay the SELLER for said timber on the basis of lump sum payment at the signing of the contract. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

#### 31. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

### 32. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

### 33. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

#### a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

#### b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

#### c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

### 34. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

### 35. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

### 36. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

### 37. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

### 38. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

### 39. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there may be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Performance time.

### 40. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

### 41. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

### 42. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

### 43. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

### 44. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

### 45. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

### 46. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown

County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:  
<http://www.georgetowncountysc.org/building/default.html>

47. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

48. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Purchasing", then "Bids Information" and double click the link under the individual bid listing.

49. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

50. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

51. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

52. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

53. Georgetown County, SC has a Local Vendor Preference Option by ordinance:

**Sec 2-50. Local Preference Option**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.

2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if

so requested.

3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

#### 54. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- Mandatory Bid Submittal Form
- Non-Collusion Oath
- Substitute for Form W-9
- Resident Certification for Local Preference
- Mandatory Exceptions Page

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured. This must be on file prior to any final award.

[The remainder of this page intentionally left blank.]

**NON-COLLUSION OATH** )  
 )  
**COUNTY OF:** \_\_\_\_\_ )  
 )  
**STATE OF:** \_\_\_\_\_ )

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared \_\_\_\_\_ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 \_\_\_\_\_  
Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(Note: Notary seal required for out-of-state offeror)

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**SUBSTITUTE FOR FORM W-9  
MANDATORY BID SUBMISSION FORM**

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 26% withholding on each payment.

**INDIVIDUAL OR OWNER'S NAME** \_\_\_\_\_  
(Sole Proprietor Must Provide Individual Name along with Business Name)

**LEGAL BUSINESS NAME (d/b/a):** \_\_\_\_\_

**ADDRESS:** ( \_\_\_\_\_  
( \_\_\_\_\_  
( \_\_\_\_\_

**9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)**  
(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)  
Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Employer Identification Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**BUSINESS DESIGNATION**

- Individual, Sole Proprietor, or Single-Member LLC
- S-Corporation
- Trust/Estate
- Non-Profit Organization/501(a)
- Limited Liability Company (Must Circle the appropriate Tax Classification):  
C = Corporation S = S Corporation P = Partnership
- C-Corporation
- Partnership
- Governmental Entity
- Other: \_\_\_\_\_

**PRINCIPAL BUSINESS ACTIVITY** (List Type of Service or Product Provided):

\_\_\_\_\_

MEDICAL SERVICES PROVIDER       ATTORNEY/LEGAL SERVICES PROVIDER

**CERTIFICATION** Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person; and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: \_\_\_\_\_

Date \_\_\_\_\_



## RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

### MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2010-45 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

#### **Sec 2-50. Local Preference Option**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is the lesser of \$10,000 or within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] \_\_\_\_\_ is a

**Resident Bidder** of Georgetown County as defined in Ordinance #2010-45, and our principal place of business is \_\_\_\_\_ [City and State].

I certify that [Company Name] \_\_\_\_\_ is a

**Non-Resident Bidder** of Georgetown County as defined in Ordinance #2010-45, and our principal place of business is \_\_\_\_\_ [City and State].

(X) \_\_\_\_\_

Signature of Company Officer

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**MANDATORY BID SUBMITTAL FORM**  
**Bid #16-019**  
**Timber Harvesting At Georgetown County Airport (KGGE)**

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid \_\_\_\_\_

2. Georgetown County Airport Clear Cut Price submittal:

**Exhibit A** – Closed Runway Tract and **Exhibit B** – Taxiway “A” Tract

Item	\$/Ton
Pine Pulpwood	
Pine Chip & Saw	
Hardwood, no separation (if any)	

3. Time frame required to remove timber \_\_\_\_\_

4. Documentation of Buyer’s Operations including any required permits and licenses attached.

Yes  No

5. Offer must remain valid sixty (60) days from bid opening date.

6. Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_

7. Contact Person \_\_\_\_\_

8. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

9. E-Mail address \_\_\_\_\_

10. FEIN or Social Security Number: \_\_\_\_\_

11. Printed Name of person binding bid \_\_\_\_\_

12. Signature \_\_\_\_\_

13. Date \_\_\_\_\_

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# EXCEPTIONS PAGE

List any areas where you cannot or will not comply with the specifications or terms contained within the Bid documentation.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

TIMBER SALES AGREEMENT

THIS AGREEMENT is made and hereby entered into between GEORGETOWN COUNTY (Seller), with an address of P.O. Drawer 421270, Georgetown, SC 29442 and \_\_\_\_\_, (Buyer) with an address of \_\_\_\_\_.

**Purchase Price:** The Seller agrees to sell and the buyer agrees to buy for the prices of \_\_\_\_\_ for pine chip & saw and pine saw timber (add dimensions here, e.g. “\_\_\_ in butt to a \_\_\_ in top”), \_\_\_\_\_ per ton for pine pulpwood, \_\_\_\_\_ per ton for hardwood pulpwood, all those pine and hardwood trees designated by Georgetown County, or its agent, on the following described tracts:

*(Description of Sale Area/Stand, flagged and paint meanings and descriptions, reference attached map)*

This Agreement shall be subject to the following terms and conditions:

1. Buyer shall make a down payment in the amount of \_\_\_\_\_ at the time the contract is executed. Buyer shall furnish Seller (Director of Public Services) with a weekly record, meeting requirements of SC Code of Laws §48-23-97, of all timber cut from the tract(s). When the down payment has been depleted, checks in the amount of weekly cutting made payable to Georgetown County shall accompany cutting tickets and payment in full for all timber cut shall be made within fifteen (15) days of cutting.
2. Buyer shall maintain written log books (Timber Security Registers) of all loads or partial loads of timber cut and removed from the property and (a) identify in such log books each load removed from the property, (b) insert in such log books the yellow security ticket numbers for each load delivered to the mill and (c) deliver such log book to Georgetown County with each weekly cutting check.
3. The Buyer agrees to post a performance bond of \_\_\_\_\_ at the time the contract is executed. This bond is to be made in favor of Georgetown County. At the conclusion of the Buyers operations, the above performance bond shall be returned to the Buyer, less however, any deductions made by Georgetown County under the terms of this Agreement, if necessary.
4. **Term:** Seller grants three (3) months from the date of this Agreement to cut and remove purchased timber.
5. Buyer shall be responsible for any damage or financial loss to remaining timber or young trees or any loss caused by the Buyer, his equipment or employees or any of his contractors, their employees or equipment.
6. Seller reserves the right to stop cutting if Seller, or his agent, finds any part of this Agreement being violated by the Buyer or his contractor.
7. Seller guarantees that it has a clear title to the timber in this sale and the land on which it stands, and guarantees to defend this clear title and keep all taxes paid on the property for the duration of this timber sale contract.
8. Buyer agrees to keep the damage to undesignated timber and young unmerchantable trees at a minimum necessary to carry out logging.
9. Any undesignated merchantable trees cut except those absolutely necessary for the removal of the designated trees shall be paid for at the rates of double stumpage, payable immediately when found, before cutting may continue.
10. Buyer agrees to log on these premises only in reasonably dry weather when deep ruts and property damage would not result. Georgetown County may ask for the stopping of the operation when the ground is very wet. The length of the timber contract will then be extended by the length of such shutdown. Buyer and Seller agree on arbitration between Seller’s agent, Buyer’s agent, and one mutually agreed upon third party, should a disagreement occur over the need for a shutdown. Further, should any disagreement arise under or by virtue of this contract or the cutting operation contemplated herein, each of the parties hereto, his heirs, executors, administrators, successors or assigns, agree to arbitrate the controversy and submit the matter to two (2) disinterested arbitrators, one to be chose by each of the parties and, in case of

disagreement, the two (2) chosen shall select a third disinterested arbitrator and the written decision of the arbitrators shall be final and binding upon all of the parties.

11. If a timber deed or agreement is recorded, documentary stamps and recording fees shall be the responsibility of the buyer.
12. Buyer agrees to notify the County twenty-four (24) hours before cutting begins on the tract(s) and forty-eight (48) hours notice shall be given before the completion of cutting.
13. Buyer agrees to keep all roads, etc., clear for passage of vehicles during the term of this contract and before completion of the logging operation, remove all tops, limbs, and any unused portion of any trees from roads. All roads used by the Buyer will be restored to as good condition as before logging. Buyer further agrees that any roads constructed by the Buyer will be left in serviceable condition.
14. All oil drums, cans, empty bottles, cartons, abandoned equipment and other similar debris shall be removed from the property upon completion of the logging operation.
15. Seller retains any and all past, present and future carbon and carbon sequestration rights with respect to the timber sold pursuant to the terms of the Agreement and said rights shall not be included with the timber sold hereunder.
16. Buyer shall indemnify and hold Seller harmless from and against any and all loss, liability, damage, claim, judgment, cost, or expense (including, but not limited to, attorneys' fees and expenses and costs of investigation, settlement, and defense) which may arise from any act or omission of Buyer, its agents or contractors, in connection with or pursuant to this Contract, including but not limited to, any claim or liability arising from damage to any adjoining landowner's property, and any violation or failure to comply fully with South Carolina's Best Management Practices for Forestry and all other applicable federal, state, and local laws and regulations. This indemnification shall survive the term of this Agreement. Buyer and all agents and contractors of Buyer shall carry general liability insurance covering its activities; said policy shall name Seller as an additional insured. Such policy shall provide coverage with limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage as a result of once occurrence with an annual aggregate limit of not less than Two Million Dollars (\$2,000,000.00). Buyer shall furnish to Seller a certificate of such insurance policy prior to execution of this Agreement, and shall furnish such certificates for each agent and contractor prior to commencement of work on the tract(s) by such party.

To all of the above, we hereby bind ourselves, our heirs, executors, administrators, successors, or assigns, as the case may be, this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

\_\_\_\_\_

**SELLER:** GEORGETOWN COUNTY

\_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_

**BUYER:**

\_\_\_\_\_

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

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

Personally appeared before me, the undersigned WITNESS and made oath that (s)he saw the within named Seller, Georgetown County, by \_\_\_\_\_, its \_\_\_\_\_, sign, seal and as his act and deed, deliver the within Timber Sales Agreement, and that (s)he, with the other witness whose name is subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

Personally appeared before me, the undersigned WITNESS and made oath that (s)he saw the within named Buyer, Timber Sales Agreement, and that (s)he, with the other witness whose name is subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Witness

SAMPLE