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5003 Jacksonville Hwy
Waycross, Georgia 31503
Office: (912) 287-4915

*An Equal Opportunity
Employer & Service Provider*

July 12, 2024
Notice of Saw Palmetto Berry Sale
Brantley & Ware County
Timber Sale ID#: 11569

Dear Buyer,

The Georgia Forestry Commission will accept sealed bids until 12:00 p.m. on Wednesday, August 7th, 2024 for the unit sale of saw palmetto berries on the Georgia Forestry Commission’s Dixon Memorial State Forest in Brantley & Ware County.

The sale area is located approximately seven (7) miles south east of Waycross, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 61, blocks E9, E10, F8, F9, F10, G8, G9, & G10.

This sale consists of rights to harvest those saw palmetto berries located within the property boundary of Dixon Memorial State Forest. In Ware County, Georgia, indicated on the attached contract map. The contract period for harvesting berries is three months from the date of contract signing.

For questions regarding access or inspection, please contact Matthew Mrizek at 478-283-3881.

Bids may be brought to the opening site or mailed to the attention of Matthew Mrizek, Georgia Forestry Commission, 5003 Jacksonville Hwy, Waycross, GA 31503. Bids will be publicly opened at 11:00 a.m. on Wednesday, August 7th, 2024 at the Herty Building, 4983 Jacksonville Highway, Waycross, GA 31503 (see attached bid opening location map). No bids will be accepted after 12:00 p.m.

Bid Requirements:

1. All bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have “DMSF FY25 #11569 Palmetto Berry Bid Sale” written on front of envelope.
2. Mailed bids should be clearly marked “DMSF FY25 #11569 Palmetto Berry Bid Sale” on front of envelope and must arrive on the day before the sale. Faxed or phoned bids will not be accepted.
3. A check made payable to the **Georgia Forestry Commission** in the amount of \$1,000.00 must be enclosed in the sealed bid. Checks of unsuccessful bidders will be returned following bid opening. The successful bidder’s check will be held in escrow and credited towards the performance bond.

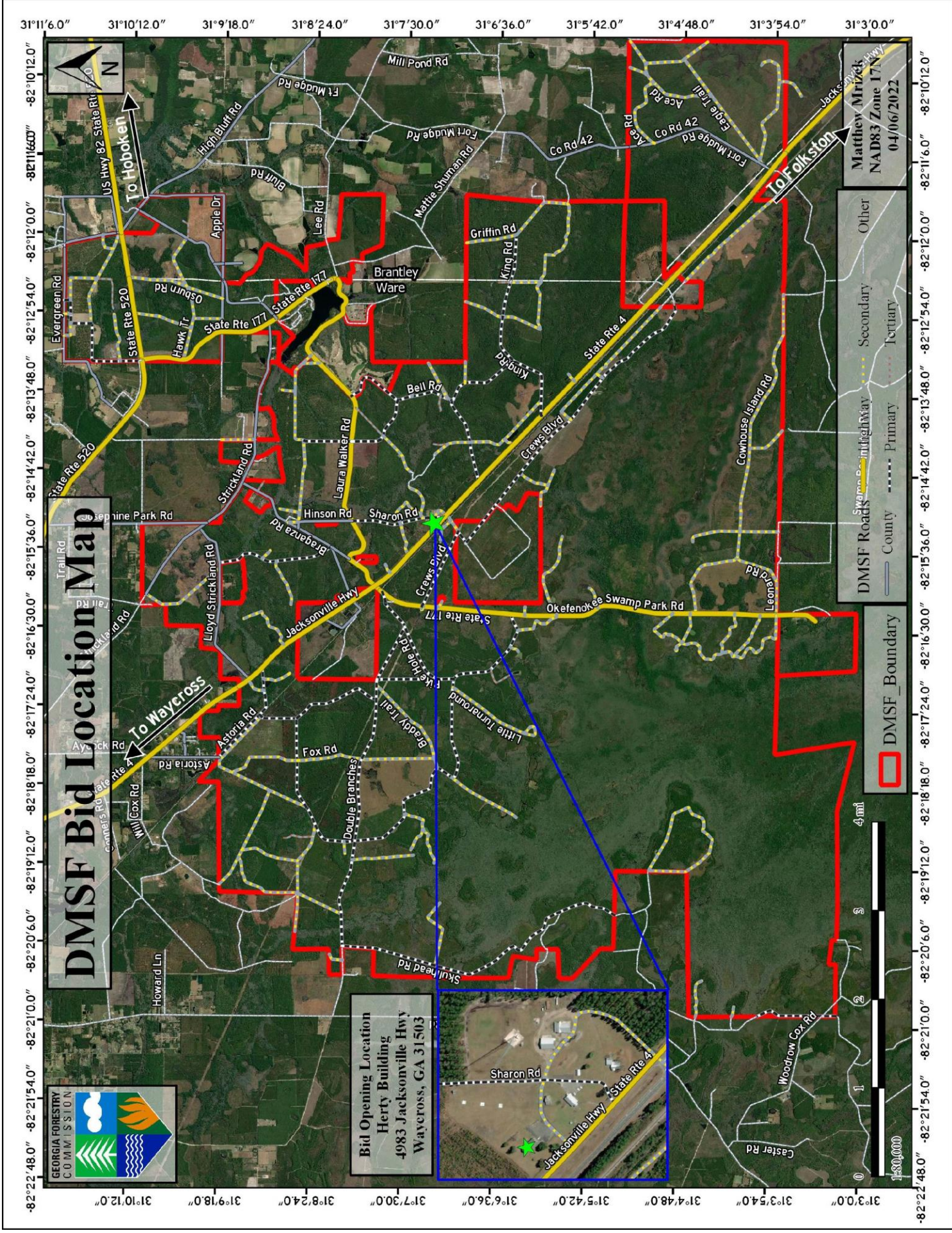
A sample contract, bid form and maps of sale area are included with this timber sale notice. **Notice: Be sure to read through the “Saw Palmetto Berry Harvest Contract.”** The sale contract will terminate three (3) months from the contract signing date. Contract signing will occur no later than thirty (30) days after bid opening. For questions regarding this sale, call Matthew Mrizek at 478-283-3881.

The Georgia Forestry Commission reserves the right to reject any and all bids.

Sincerely,

Matthew Mrizek
Staff Forester
Dixon Memorial State Forest
Georgia Registered Forester #3053
Mmrizek@gfc.state.ga.us
(478) 283-3881





GEORGIA FORESTRY COMMISSION - BID FORM
Dixon Memorial State Forest FY25 Saw Palmetto Berry Harvest
Sale ID# 11569

COMPANY NAME: _____

FED. ID # OR S.S. #: _____

COMPANY REPRESENTATIVE: _____

TELEPHONE #: _____

ADDRESS: _____

Saw Palmetto Drupe Per Unit Price: \$ _____ Per Pound

I understand that this is a unit (per pound per product) non-timber forest product sale. A per pound price has been entered for the product listed on this bid form. In order to validate this bid, a bid deposit in the form of a \$1,000.00 check, made payable to the Georgia Forestry Commission, is included. Checks of unsuccessful bidders will be returned. Successful bidder's check will be held in escrow and credited towards the performance bond.

THE GEORGIA FORESTRY COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

By: _____

Date: _____

**GEORGIA FORESTRY COMMISSION
NON-TIMBER FOREST PRODUCT HARVEST CONTRACT
FOR
STATE OWNED LANDS
Dixon Memorial State Forest FY25 #11569
Saw Palmetto Berry Sale**

STATE OF GEORGIA
COUNTY OF Ware & Brantley

This Non-TIMBER Forest Product HARVEST CONTRACT (the "CONTRACT") is made and entered into by and between the **GEORGIA FORESTRY COMMISSION**, 5645 Riggins Mill Rd, Dry Branch, GA 31020, hereinafter referred to as the "**SELLER**" and _____ of _____ hereinafter referred to as the "**BUYER**".

WITNESSETH:

ARTICLE I. Obligations of the SELLER:

1. Agrees to sell to the BUYER all those non-timber forest products to be harvested as defined here, and hereby represents and warrants it has good and unencumbered title to said non-timber forest products.
 - a) Location and Description of Sale Area
The saw palmetto berry sale area, approximately thirty-six thousand acres, is located approximately seven (7) miles south of Waycross, GA on Dixon Memorial State Forest. The specific sites are designated on the attached maps as Exhibits "A", "B", & C which are incorporated herein by reference and made part of this CONTRACT and which are hereinafter collectively referred to as the "PROPERTY".
 - b) Method of Harvesting non-timber forest products
All ripened fruits commonly referred to as palmetto berries from the saw palmetto (*Serenoa repens*) plant shall be eligible for harvest and subsequent removal. See "Non-Timber Forest Product Harvest Specifications" below for further instructions.
2. Seller agrees to grant to the BUYER the right of ingress and egress across and upon the property for the purpose of carrying out non-timber forest products harvesting identified in this CONTRACT.
3. Shall in no way assume any responsibility for damage to equipment belonging to the BUYER or injury to persons employed by the BUYER or his/her agent; said responsibility being totally assumed by the BUYER.
4. Has set forth that the recommendations relating to forest products harvesting known as BEST MANAGEMENT PRACTICES ("BMPs") and referenced in the Georgia Forestry Commission publication "Georgia's Best Management Practices for Forestry" are binding upon and will be adhered to by the BUYER in accomplishing any and all forest products harvesting identified by this CONTRACT.

ARTICLE II. Obligations of the BUYER:

1. Agrees to pay the SELLER \$ **per pound** for the saw palmetto berries designated for harvesting in ARTICLE I of this CONTRACT. Payment for forest products shall be made by the BUYER to the SELLER as follows: Price per pound for total quantity collected and removed from the property shall be paid every two weeks with attached settlement reports (scale ticket and itemized delivery drop offs) to the **Georgia Forestry Commission**. Scales are expected to be provided by the BUYER. The accuracy of scale will be verified with an ASTM Class 6 50-pound weight.
2. Agrees to pay the SELLER a performance bond equal to **\$1000.00** upon the execution of this CONTRACT. The Performance Bond will be returned to the BUYER less any damages as determined by the terms within this CONTRACT. The SELLER shall have up to sixty (60) days from the expiration or earlier termination of this CONTRACT to inspect the property and account to the BUYER for any balance due it from the Performance Bond.

Buyer's Initials and Date _____

3. Agrees to complete harvests within three (3) months of execution of this CONTRACT (the "CONTRACT PERIOD") unless weather condition prevents/delays harvest. If harvesting operations are delayed or suspended due to weather conditions, as determined by the SELLER, time lost will be added to the CONTRACT PERIOD. In the event the BUYER is unable to harvest within the CONTRACT PERIOD, as it may be extended by agreement or weather conditions, the BUYER will forfeit the performance bond.
4. Agrees to pay the SELLER an administrative fee of \$10.00 per worker saw palmetto berry harvesting permit ("WORKER PERMIT"). All authorized persons will be required to carry an individualized WORKER PERMIT and government issued identification on their person while on the PROPERTY. Persons harvesting saw palmetto berries unable to provide a WORKER PERMIT and a government issued identification upon request by COMMISSION and/or Law Enforcement personnel will be prosecuted.
5. Agrees to pay the SELLER an administrative fee of \$10.00 per vehicle saw palmetto berry harvesting permit ("VEHICLE PERMIT"). All authorized vehicles will be required to display an individualized VEHICLE PERMIT in plain view on the driver side of the dashboard while on the PROPERTY. Vehicles without a VEHICLE PERMIT will be towed.
6. The SELLER cannot guarantee the security of the palmetto berries before, during, or after the harvest.
7. Agrees to provide the SELLER and/or Law Enforcement personnel with a 24-hour contact telephone number in which to be used to verify presence of authorized personnel or in case of emergency. BUYER can be reached at _____ (mobile).
8. Agrees to notify the SELLER weekly which compartments identified in Exhibit "C" their crew will be operating in that week.
9. Will prior to the execution of this CONTRACT, provide to the SELLER proof of Worker's Compensation insurance coverage for all his/her employees and/or his/her agent's employees who will be performing work and General Liability insurance with limits of one million dollars/two million dollar aggregate; such coverage to be maintained throughout the CONTRACT PERIOD.
10. Will repair to original condition or pay for cost of replacement, any damage caused by the BUYER, to fences, roads, or other improvements of the SELLER.
11. Will immediately notify Seller of any wildfires and will reimburse the SELLER for all costs borne by the SELLER in suppressing any wildfires or cost of wildfire damages incurred or caused by the BUYER or his/her agent upon lands subject to this CONTRACT.
12. Will indemnify, release, and hold the SELLER, the STATE OF GEORGIA, its various other units of government, its instrumentalities, and all officers, employees, and agents of the foregoing, harmless from and against all liabilities, damages, costs, expenses (including all attorney's fees and expenses incurred by them), causes of action, suits, demands, judgments, and claims of any nature whatsoever, arising from, by reason of or in connection with the operations hereunder; provided, however, no indemnity shall be indemnified for the results of that indemnity's sole negligence or, in the case of multiple negligence, for the share caused by the indemnity's negligence.
13. Will remove all garbage, used lubricant, fuel, fluids and their containers daily, as a result of the BUYER's work involving this CONTRACT.
14. If BUYER discovers unauthorized harvesters, they will contact the local sheriff's office non-emergency number. The Brantley County Sheriff's Office non-emergency number is 912-462-5727 and the Ware County Sheriff's Office non-emergency number is 912-287-4326.

ARTICLE III. BOTH PARTIES MUTUALLY AGREE:

1. The following work specifications are applicable and will be adhered to by the BUYER unless changes are approved in writing by the SELLER.

Non-Timber forest product Harvest Specifications

Buyer's Initials and Date _____

- a. All ripened berries outlined in Article I Paragraph A shall be eligible for harvesting providing that damage does not occur to standing timber, established gopher tortoise burrows, roads, or other infrastructure.
 - b. Extra care and caution will be given to minimize negative impact to wildlife habitat throughout the execution of this CONTRACT.
 - c. At all times while harvesting berries, all individuals must have a Georgia Forestry Commission issued permit card on their person.
 - d. All individuals while harvesting must wear on their person 500 square inches of blaze orange material.
 - e. Palmetto Berries may only be harvested beginning one hour before sunrise until one hour after sunset.
 - f. No berry harvesting will be allowed on the following dates during calendar year 2023: September 28-30, October 5-7, Oct 14-29, November 2-4, Nov 17-18, and Nov 22-26.
2. If either party fails to cure any material breach (including, without limitation, failure to make a payment when due or adhere to BMPs) within 30 days after written notice, the other party may suspend performance or terminate the Agreement and exercise any other legal rights or remedies.
 3. The SELLER reserves the right to perform periodic inspections to determine whether or not the terms of this CONTRACT are being achieved and to suspend operation when weather conditions may result in damage to the site, until conditions improve.
 4. The BUYER will notify the SELLER at least two days prior to completion of product harvesting and removal of equipment and crews.
 5. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from GFC stating harvest activities are satisfactorily completed or three (3) months from CONTRACT date, whichever first occurs, unless the CONTRACT is extended due to weather or the parties agree to an extension of time for removal of forest products covered under this CONTRACT.
 6. The SELLER reserves the right to suspend harvest activities during special quota hunts.
 7. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
 8. This CONTRACT shall not be assigned by the BUYER in whole or in part without the written consent of the SELLER.
 9. Any designated saw palmetto berries, harvested or un-harvested, which remain on the sale areas at the date the CONTRACT terminates, remain the property of the SELLER.
 10. The BUYER understands that currently active timber sale contracts exist and there may be future timber sale contracts on Dixon Memorial State Forest where saw palmetto berry harvesting in related areas will be prohibited while logging operations are active. BUYER further understands that ongoing forest management activities on Dixon Memorial State Forest may disturb saw palmetto bushes.
 11. The parties agree that this CONTRACT is subject to the authority of the Georgia Forestry Commission, pursuant to O.C.G.A 12-6-6, to manage State Forest lands and to oversee the sale of timber and other forest products grown on such lands.
 12. The parties agree that this CONTRACT is subject to comply with all laws pursuant to O.C.G.A 12-6-250 through 12-6-257 which is also known as Article 7 Harvest and Sale of Saw Palmetto Berries.
 13. This CONTRACT shall be governed by and construed under the laws of the State of Georgia. The Superior Court of Fulton County shall have exclusive jurisdiction over any and all actions, suits, or other proceedings instituted to enforce the CONTRACT unless SELLER, in writing, decides that a different court has jurisdiction.

Buyer's Initials and Date _____

IN WITNESS WHEREOF, the parties hereto have affixed _____ day _____
20 _____ .

WITNESS: _____

BUYER: _____

DATE: _____

WITNESS: _____

SELLER: _____

DATE: _____

Buyer's Initials and Date _____

-82°22'48.0" -82°21'54.0" -82°21'0.0" -82°20'6.0" -82°19'12.0" -82°18'18.0" -82°17'24.0" -82°16'30.0" -82°15'36.0" -82°14'42.0" -82°13'48.0" -82°12'54.0" -82°12'0.0" -82°11'6.0" -82°10'12.0"

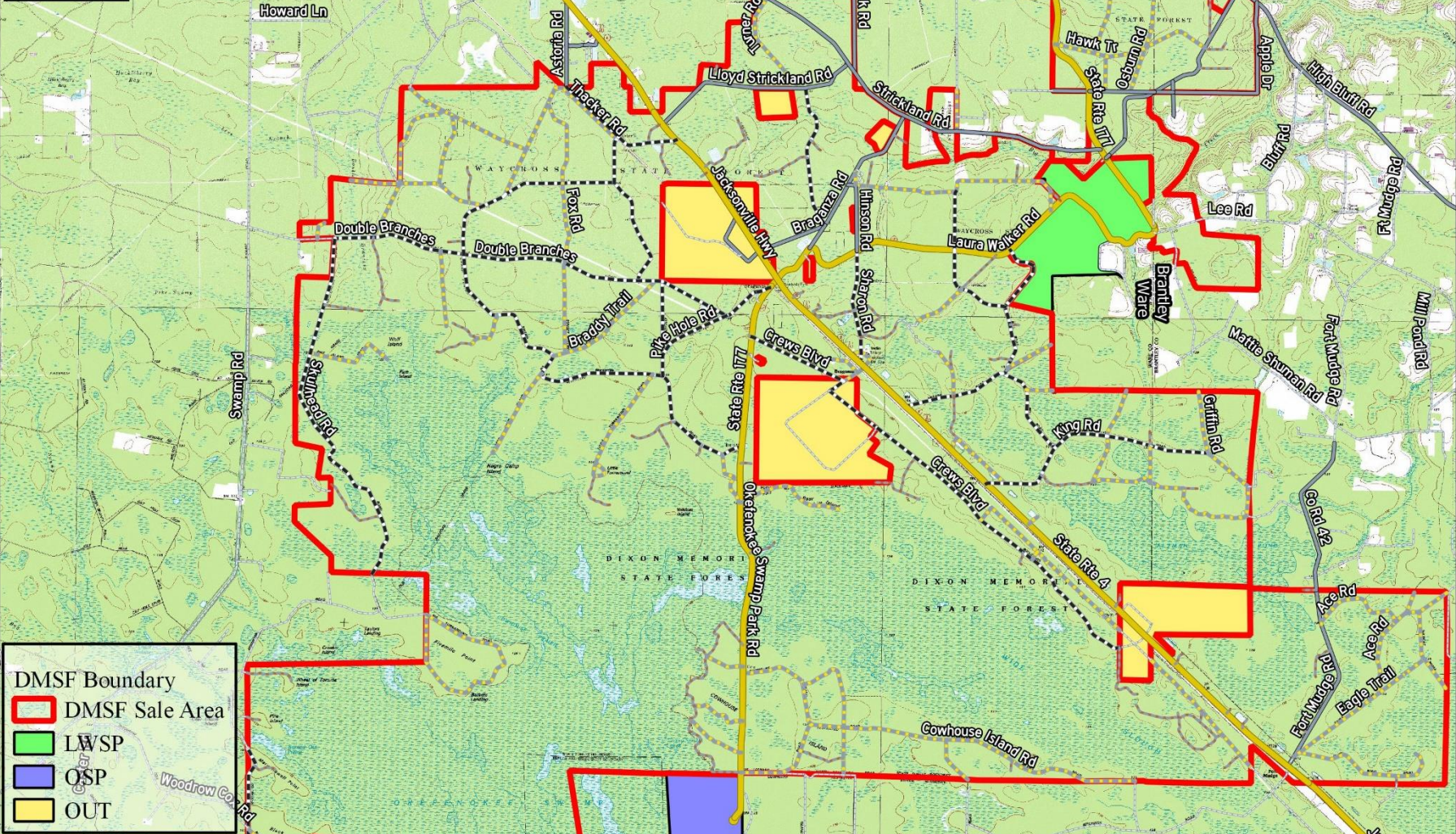


DMSF FY25 #11569 Palmetto Berry Sale Map

Exhibit "B"



31°11'6.0"
31°10'12.0"
31°9'18.0"
31°8'24.0"
31°7'30.0"
31°6'36.0"
31°5'42.0"
31°4'48.0"
31°3'54.0"
31°3'0.0"



DMSF Boundary

- DMSF Sale Area
- LWSP
- OSP
- OUT

0 1 2 3 4 mi

1:82,500

Map Center Coordinates
31°06'58.17"N 82°16'27.04"W

DMSF Roads

- Highway
- Primary
- Secondary
- Tertiary
- Other
- County

Matthew Mrizek
NAD83 Zone 17N
07/25/2022

-82°22'48.0" -82°21'54.0" -82°21'0.0" -82°20'6.0" -82°19'12.0" -82°18'18.0" -82°17'24.0" -82°16'30.0" -82°15'36.0" -82°14'42.0" -82°13'48.0" -82°12'54.0" -82°12'0.0" -82°11'6.0" -82°10'12.0"

Buyer's Initials and Date _____

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DMSF FY25 #11569 Compartment Map

Exhibit "C" Compartment Number



Compt. #	Compt. Name
1	Recreation Area
2	Big Creek Seed Orchard
3	Lover's Lane
4	Mary's Grocery
5	Gore Road
6	Laura S. Walker
7	Golf Course
8	GFC Headquarters
9	Melton Road
10	Queen Road
11	King Circle
12	Aultman Pond
13	Fort Mudge
14	John's Pond
15	Sharon Road
16	Bishop Road
17	Check Station
18	Strickland Road
19	Turner Road
20	Bear Creek
21	Astoria
22	McComb Cut

Compt. #	Compt. Name
23	Smokehouse
24	Government Dam
25	Fox Road
26	Sunset Strip
27	Braddy Trail
28	Pike Hole
29	Pine Island
30	Chicken Coop
31	Camp Landing
32	Little Turnaround
33	Skull Head
34	Big Turnaround
35	Swamp Park
36	Horse Shoe
37	Cowhouse Island
38	Crews Boulevard
39	Crew's Boulevard
40	TNT House
41	Wheel Of Fortune

DMSF Boundary

- DMSF Sale Area
- LWSP
- OSP
- OUT
- DMSF Compt.

Map Center Coordinates
31°06'58.17"N 82°16'27.04"W

Scale: 1:82,500

DMSF Roads: Swamp, Highway, Secondary, Other

County, Primary, Tertiary

Matthew Mrizek
NAD83 Zone 17N
08/04/2022

-82°22'48.0" -82°21'54.0" -82°21'0.0" -82°20'6.0" -82°19'12.0" -82°18'18.0" -82°17'24.0" -82°16'30.0" -82°15'36.0" -82°14'42.0" -82°13'48.0" -82°12'54.0" -82°12'0.0" -82°11'6.0" -82°10'12.0"

Buyer's Initials and Date _____