



**City of Leominster, Massachusetts
Office of the Purchasing Agent**

Request for Proposals

For

**FORESTRY MANAGEMENT SERVICES
2010 - 2015**

Proposals Due: 11:00 A.M., November 13, 2009

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REQUEST FOR PROPOSALS

FORESTRY MANAGEMENT SERVICES 2010 - 2015

GENERAL REQUIREMENTS

Qualified proposers (vendors) are invited to submit a proposal in response to this Request for Proposals (RFP). Before submitting a proposal, each proposer must make a careful study of all specifications and proposal/contract requirements and fully assure themselves as to the quality and quantity of the services required by this RFP.

The successful proposer will be bound by all applicable statutory provisions of laws of the Federal Government, the Commonwealth of Massachusetts and of the City of Leominster.

Proposals that are incomplete, not properly endorsed or signed, or are otherwise contrary to these instructions may be rejected as informal by the Purchasing Agent. Conditional proposals will not be accepted. The City reserves the right to reject any and all proposals, to waive any irregularities, to allow exceptions to the attached specifications and to make an award in a manner deemed in the best interest of the City.

As provided by Massachusetts General Law, Chapter 64H, section 6(d), purchases made by the City of Leominster are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

No subcontracting of any work is allowed under this bid/contract without prior approval. The successful bidder will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the prior written consent of the Purchasing Agent of the City.

All submitted proposals and associated quoted prices must be guaranteed to the City of Leominster for a period of thirty (30) days from the proposal submission date.

The successful Proposer will be required to indemnify the City for all damage to life and property that may occur due to their negligence or that of their employees, subcontractors, etc., while under contract with the City of Leominster, acting as the City's representative on this project.

If proposers have any questions concerning the terms and conditions set forth in this Request for Proposals, said questions must be submitted in writing to the Purchasing Agent, no later than two (2) business days prior to the date provided for submission of proposals. No further consideration will be given after the proposal opening.

Proposals may be withdrawn without penalty prior to the time and date specified for the proposal submission deadline. Requests to withdraw a proposal must be made in writing, addressed to the Purchasing Agent.

All RFP proposal requirements, including these General Requirements shall constitute a part of the contract of services. A copy of the successful proposer's offer/proposal will be incorporated herein and made a part of the contract as well.

REQUEST FOR PROPOSALS FOR:
FORESTRY MANAGEMENT SERVICES 2010 - 2015

TECHNICAL PROPOSAL SPECIFICATIONS

The City of Leominster is seeking to obtain forestry management services from a firm possessing extensive experience in this line of work. The successful proposer must supply all labor and materials necessary to satisfy the requirements of this proposal.

One contract will be awarded to the one responsive and responsible Proposer who the City determines offers the most advantageous proposal, taking into consideration all evaluation criteria set forth in the R.F.P., as well as price. The contract that is awarded as a result of this Request for Proposals will be effective upon completed execution of a contract signed by both the successful Proposer and the appropriate City officials. The contract will be for a period of six (6) years, commencing on December 1, 2009; and ending on November 30, 2014.

The performance and payment obligations of the City for years 2 through 6 of this contract will be subject to appropriation or availability of funds. If the City of Leominster should not, for any reason, at any time, appropriate or otherwise make available, funds to support continuation of performance in any fiscal year succeeding the first year, the Purchasing Agent will cancel any contract pursuant to this R.F.P. without penalty upon thirty (30) days' written notice to the successful proposer.

CHANGES TO THE CONTRACT

No additional work or changes to the Contract are authorized unless a signed Change Order is issued by the Purchasing Agent of the City of Leominster.

Any modifications, orders, instructions, etc., given verbally or in writing by any representative of the City other than the Purchasing Agent, that change, modify or alter the Contract in any manner, will NOT be binding upon the City or the respective Department for whom the work is being performed. Any work performed that is not covered by this Bid/Contract or a signed Change Order issued by the Purchasing Agent; is performed at the sole risk of the Vendor.

TERMINATION CLAUSE

If at any time the City of Leominster determines that the services of the proposer are no longer needed, for any reason, even for convenience; then the City will have the option to terminate this contract immediately upon written notice to the proposer. The proposer would be paid for all work completed up to the point of termination of the contract. All work finished, reports, paperwork, etc., will become the property of the City of Leominster.

If at any time the proposer fails to fulfill or comply with any of the requirements of this proposal/contract, such as shoddy workmanship, improper procedures, supplying sub-standard, improperly trained employees, not adhering to the work schedule, etc., the City, at it's option, can terminate this contract immediately upon written notice to the proposer.

INDEPENDENT STATUS

It is expressly understood that the vendor chosen as the Forester for this contract/City of Leominster must be completely unbiased in the execution of their duties and as such, must be completely independent of any other firm that performs any type of work on the various projects the Forester will be managing for the City.

The hired Forester, nor its parent company, nor any of its divisions, branches or employees can not be affiliated, in any manner, directly or indirectly, legally or casually, with any other firm, consultant, contractor, subcontractor, etc., that is or may become involved with the various projects the Forester will be managing, at any time, in any fashion. Neither is said Forester or its affiliates allowed to receive, earn or share in, either currently or in a deferred manner, any profits, commissions, royalties or revenue of any kind, with or from any other said firm, consultant, contractor, subcontractor, etc., that is or may become involved with the various projects the Forester will be managing, at any time, in any fashion.

Accordingly, no parent company, division, branch or employee of the hired Forester, nor the Forester firm itself, will be allowed to bid on any consulting, testing, timber harvesting or sale, supply, general or subcontractor work or other miscellaneous work of any kind associated with the various projects the Forester will be managing for the City.

Violation of this clause in any way will result in the immediate TERMINATION of this contract. The City will not pay any fees or expenses owed to the Forester under this contract if the Forester's violation of this clause is found to have any negative financial or operational impact on the City in regard to any projects the Forester is/was managing for the City.

REVENUE/COMMISSIONS EARNED

The revenue, commissions, profits received from this contract shall constitute the ONLY revenue that the Forester may earn in any of the various projects that they will manage for the City of Leominster. The Forester IS NOT ALLOWED to sell, or submit a bid on, any type of timber harvesting or timber sale bids that the City may issue, either directly or indirectly, by or through their firm, another separate branch or division of their firm or through any other firm with which the Forester has an legal, official or casual business relationship with.

The Forester is also NOT ALLOWED to earn or share in, either currently or in a deferred manner, any profits, commissions or revenue arising from the sale of any timber by the City of Leominster to any other company, individual or source.

All proposers must submit a written statement with your proposal, affirming your understanding of this requirement/policy. The City must make certain that it's Forester, for the purpose of maintaining a neutral position on all issues, does not have any other financial interest, directly or indirectly with the City of Leominster, in any project that the Forester is involved with.

REFERENCES

All proposers must submit a list of references of clients who they have performed similar services for over the past five (5) years. The list must indicate who each client is/was, and what particular services, including the size of each job/project, were provided to each client. Proposers should indicate whether projects were successfully completed or not; and if they were involved in any disputes or unique situations, as well as the outcomes of any such disputes or unique situations.

This reference list must include contact names and telephone numbers. The City is to have express permission to contact these people, either by telephone, written correspondence or in person, as to past performance. The City reserves the right to contact any entity that the Vendor (the Proposer) has conducted business with or for, either currently or in the past, for the purpose of reviewing past work history. Any negative references received may be grounds for the REJECTION of a proposal.

INTERVIEW

The successful proposer may be required to appear for an interview, if so requested, with the Selection Committee, before any award is made. The purpose of the interview would be to review the Proposer's background and capabilities to satisfactorily oversee the Project and to provide the services called for in this RFP. Failure to comply with this request may result in the REJECTION of your proposal.

JOB SITE

Proposers are required to fully familiarize themselves of existing conditions of the entire job site where work may be performed over the life of the contract. Lack of knowledge or unfamiliarity of the project or job site after the contract has been awarded will not excuse non-compliance with the requirements of all specifications contained in this RFP document.

For the purposes of this RFP/Contract, the entire City of Leominster, particularly all wooded, forest land, watershed and reservoir areas, will be considered as the Job Sites.

INVOICING

The Vendor will bill the City upon the completion of individual projects and whenever services are provided. Invoices will be addressed to the City of Leominster Department of Public Works, 109 Graham Street, Leominster and must show the City Contract Number on them. All invoices must clearly indicate which project/service the invoice is for and must be itemized in detail, in a manner that reflects and clearly shows the appropriate line item(s) proposal pricing as listed in the Price Proposal section of this contract. Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The City will pay all invoices within thirty (30) days of receipt of the invoice. If discount terms are available, they must be indicated on the invoice.

All invoices for the Forester's services relating to Timber Sales will be paid net 30 days following the receipt by the City of the Timber Buyer's performance bond and the initial payment required under the Timber Sales Contract between the City and the Buyer.

DUTIES AND SERVICES REQUIRED

The Forester will provide forestry management related services under the following categories:

A. Forest Management Services

1. Increase water production without sacrificing water quality.
2. Protect Leominster forests from fire, insects, disease and vandalism.
3. Improve Leominster forests through cutting practices which favor the creation of the ideal watershed forest.
4. Provide wildlife habitat.
5. Maintain forest aesthetics.
6. Devise a timber harvesting program that will generate a revenue stream, while encompassing all of the above goals.
7. Develop a ten-year Forest Stewardship Plan for each of the watershed areas. The Plan must be in the Massachusetts Forest Stewardship format and must detail various, individual projects that, in the Forester's professional opinion, should be performed in each watershed area over the next ten years. This ten-year forecast must be submitted to the Leominster Department of Public Works for its approval within 90 days of this contract award. Plans must be prepared/updated every two years until all four watersheds are completed.
8. The Forester will be required to submit and/or advertise as required, all Notices of Intent as well as apply for all licenses and permits necessary to carry out all duties/projects under this Bid/Contract with all public agencies including but not limited to:
 - Massachusetts Department of Environmental Management Service Forester.
 - Massachusetts Division of Forestry.
 - Massachusetts Department of Public Safety.
 - Massachusetts Department of Environmental Protection.
 - City and State Conservation Commissions.
 - All other Local, State and Federal agencies whenever necessary to insure compliance with all laws pertaining to forestry activities that will be undertaken under this Contract.

B. Timber Sales

1. The Forester will ensure that all scheduled timber harvests follow the Forest Management Plan recommendations insofar as practical.
2. The Forester should ensure that all timber harvests are done to meet the goals and objectives of the City of Leominster.
3. The Forester will mark trees to be harvested with appropriate marking paint, such that said trees will be clearly distinguished from those that are not to be harvested, and record the merchantable height from which the board foot volume is calculated.
4. The Forester will provide the Leominster Department of Public Works with an inventory of timber to be advertised for bid by the City of Leominster Purchasing Agent. Any special conditions pertaining to harvesting the timber must be forwarded along with the inventory count. The Forester will assist the Purchasing Agent in putting together the bid specifications and preparing a prospectus for any such timber harvesting bid.

5. Whenever a forestry related bid is issued by the City, the Forester will be required to conduct a detailed pre-bid walk of the site(s) with potential bidders as part of the City bid process; as well as a site walk at the conclusion of the project prior to providing a final, written determination of satisfactory completion of the project.
6. As part of the bid process, the Forester will evaluate prospective winning bidders/buyers in regards to cooperation and contract compliance on previous harvesting operations and will assist in the final selection of a winning bidder/buyer as directed by the City Purchasing Agent. The Forester will review bids received and will provide a comparison of the bid prices and current market prices (at the time of the bid) along with the Forester's recommendation for contract award to the City of Leominster.
7. The Forester will supervise and inspect the cutting and other practices of the harvesting operation as necessary to ensure contract compliance and will supervise all harvesting to the completion of the work.
8. The Forester will provide assistance to the City in enforcing the terms and conditions of all contracts issued to buyers of City of Leominster timber, cordwood, fuel wood, fuel chips, pulpwood, etc.
9. The Forester will mark, tally, market products and supervise the cutting of all timber and supervise contract compliance on the part of the Buyer according to the Buyer's obligations under any future Timber Sales contracts.
10. The Forester will locate landings and primary skid trails.
11. The Forester will prepare the Chapter 132 Cutting Plan.
12. The Forester will prepare all Cutting Agreements, collect payments from Buyers and check scaling when needed.
13. The Forester will perform boundary research, locating and marking for each watershed area.
14. The Forester will design, layout and supervise construction of forest access roads.
15. The Forester will be responsible for Right-of-Way negotiation for harvest access.
16. The Forester will be responsible for marketing of logs and specialty products.
17. The Forester will supervise the seeding, liming and mulching to establish cover on roads and landings after completion of all timber harvesting projects.

All invoices for the Forester's services under this section will be paid net 30 days following the receipt by the City of the timber buyer's performance bond and the initial payment required under the Timber Sales Contract between the City and the Buyer. See section titled "Invoicing" for further details.

C. Timber Projects

It is anticipated that the following 4 projects will be overseen by the Forester and fully completed during the six year term of the Forester's contract. These are existing projects that have already been identified by the Leominster Department of Public Works. It is expected that the Forester will identify and work on additional future projects as required by this Bid/Contract. An inventory of forest resources must be completed by the Forester to determine volumes and values of the timber resources available on each of the properties.

1. Notown Reservoir:

- Timber sale on 855 acres of watershed lands.
- Develop a ten-year Forest Stewardship Management Plan for these 855 acres.
- Identify, blaze and paint unknown or unmarked boundary lines.
- Identification and removal of hazard trees along Massachusetts State Highway Route 2.

2. Fall Brook Reservoir:

- Timber sale on 323 acres of watershed lands.
- Develop a ten-year Forest Stewardship Management Plan for these 323 acres.
- Identify, blaze and paint unknown or unmarked boundary lines.
- Hazard tree removal and reservoir maintenance.

3. Morse & Distributing Reservoirs

- Timber sale on 138 acres of watershed lands.
- Develop ten-year Forest Stewardship Management Plan for these 138 acres.
- Identify, blaze and paint unknown or unmarked boundary lines.
- Hazard tree removal and reservoir maintenance.

4. Haynes Reservoir

- Timber sale on 326 acres of watershed land.
- Develop a ten-year Forest Stewardship Management Plan for these 326 acres.
- Identify, blaze and paint unknown or unmarked boundary lines.
- Hazard tree removal and reservoir maintenance.

D. Vegetative Management

Vegetative management projects will be planned and implemented by the Forester on a year-to-year basis in coordination with the Leominster Director of Public Works or his designee.

FORESTRY LICENSE

The Forester must be licensed and maintain licensing for the life of this contract in accordance with the provisions of 304 CMR 10.00 as promulgated pursuant to M.G.L. Chap. 132, §48 & 49. A copy of the license must be provided to the City with your RFP Technical Proposal submission.

ACCESS TO RECORDS

The records of the Forester insofar as they relate to this contract shall be kept on a generally recognized accounting basis. The City, or any of its duly authorized representatives, must be given immediate access to any books, documents, papers and records of the Forester which are pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

REQUEST FOR PROPOSALS:
FORESTRY MANAGEMENT SERVICES 2010 - 2015

SUBMISSION REQUIREMENTS

Proposers must be able to comply with all of the RFP specifications in order for your proposal to be accepted. Please read all of the RFP specifications and follow all instructions in preparing your RFP response. Failure to respond properly may result in the REJECTION of your proposal.

Sealed proposals for the hiring of [Forestry Management Services 2010-2015](#) will be received in the Office of the Purchasing Agent, City Hall, 25 West Street, Leominster, MA 01453, until the deadline for submission stated below, at which time all proposals received will be recorded in the presence of such proposers as desire to be in attendance. No proposals will be accepted after the time and date specified.

Proposers must submit **three (3) exact copies** of the Technical Proposal with all required information included and **one (1) copy** of the Price Proposal. The Technical Proposal and Price Proposal must be submitted in **separate, sealed envelopes** bearing on the outside the name and address of the Proposer, addressed to the Purchasing Agent of the City of Leominster. The Technical Proposal must be properly filled out, signed, sealed and endorsed, and must NOT include any pricing information. Telephone responses and faxed replies will not be accepted. No responsibility will be attached to any person or persons for the premature openings of proposals not properly marked.

The Technical Proposal envelope must be labeled:

“Forestry Management Services 2010 - 2015 – Technical Proposal”

The Price Proposal envelope must be labeled:

“Forestry Management Services 2010 - 2015 – Price Proposal”

Complete proposal packages must be received by:

11:00 A.M. November 13, 2009

In the Office of the Purchasing Agent
Attn: Mr. Greg Chapdelaine, Purchasing Agent
City Hall
25 West Street
Leominster, MA 01453

Each firm desirous of consideration will submit the following

1. All Technical & Price Proposals must be signed by the Proposer or a representative of the Proposer authorized to act on behalf of the Proposer.
2. The Company Information form, Non-Collusion form, Certificate of Authority form and Addenda Acknowledgement form must be included with your Technical Proposal submission.

3. All Price Proposals must state firm pricing for all required services as listed in this RFP.
4. Complete description and background information on the company replying to the RFP. Who the Company is, what they do, how long they have been in business, why they are qualified to perform this work, etc.
5. Identify and provide resumes of all personnel who will be assigned to the project, including what their role will be. Submit a list of all other company personnel, with resumes, who would be available to provides services if needed.
6. Indicate which individual will serve as the Forester on Leominster projects, providing contact address and telephone number(s) for said individual.
7. Explain what GIS and GPS services your company has experience with and is capable of providing.
8. Explain what surveying background your company has experience with and is capable of providing.
9. Explain what Wildlife Management Services your company has experience with and is capable of providing.
10. Explain your company's understanding of and experience with the Forest Stewardship Council's Green Certification through the Smartwood Program and how it may pertain to the City of Leominster's forestry management program.
11. Provide a brief description of forestry management and timber harvesting/sale projects that your company has performed for other municipalities located within New England of comparable size and complexity to the services being sought by the City of Leominster in this RFP. These projects must include cost descriptions; what the role of your company was, including contact names and telephone numbers for each project.
12. List all references for the past five (5) years who are familiar with your work on similar projects. The City is to have express permission to contact these individuals, either in person, by phone, and/or written correspondence, as to past performance.
13. Submit any other information that you believe is relevant to describing why your firm is qualified/best suited for this project, as well as why your company is interested in being selected as Project Manager for this project.
14. Indicate whether or not your firm has been dismissed or disqualified from a project within the past five years, and if yes, the reason why.
15. All other information as necessary to comply with the requirements of this Request for Proposals as well as any other information that the Proposer believes would be beneficial to the City in considering your proposal. It is understood that upon written request from the City Purchasing Agent, a proposer may be required to submit further information to support the proposer's qualifications.

EVALUATION CRITERIA

The City of Leominster will evaluate all proposals that offer all of the required forestry management services, to determine the most advantageous proposal from a responsible and responsive proposer taking into consideration price and the criteria and requirements set forth in this Request for Proposals.

In evaluating proposals, the City will consider, but not be limited to, the following evaluation criteria:

1. The price proposed for the various required forestry management services.
2. How well and to what extent the Proposer meets all requirements of this RFP.
3. If a proposal indicates any exceptions/deviations from the requirements, how well does the offered substitution meet or exceed the original specification/service that was required.
4. The individual merits and features of each proposer's operation/company/personnel as compared against other proposers.
5. Experience level of the assigned Forester, as well as any/all other personnel assigned to the City of Leominster account.
6. Previous experience serving other municipal clients, particularly in New England.
7. Previous types of forestry management projects the proposer has experience working on.
8. Completeness and responsiveness of the proposer's RFP proposal submission.

COMPARATIVE SELECTION CRITERIA

Each of the following four questions pertains to requirements listed in this R.F.P. These questions will be applied to all Technical Proposals submitted. Each question will receive one rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. The rating each question receives will be used to compile a composite rating for each proposal, to be used in the Selection Process segment of this R.F.P. These ratings will be used in determining which proposer (Project Management firm), in the City's opinion, is best suited to meeting the City of Leominster's needs for this construction project. **If any question receives a rating of "Unacceptable" that proposal will be REJECTED.**

QUESTION #1

Experience level of the person to be assigned as the Forester, in regard to previous experience on similar type projects and handling similar duties:

Highly Advantageous: Forester has previous experience with similar type/size projects as well as handling similar duties.

Advantageous: Forester has previous experience with similar type/size projects and handling mostly the same type of duties.

Not Advantageous: Forester has previous experience with only smaller, and/or somewhat dissimilar type projects and only handling some/few of the required duties.

Unacceptable: Forester has no previous experience with similar type projects.

QUESTION #2

Adequacy of the firm's resources to successfully oversee the various duties and services:

Highly Advantageous: The Firm has adequate personnel and resources to handle all of the required duties to successfully provide forestry management services.

Advantageous: The Firm just meets the level of personnel and resources that would be needed to handle all of the required duties to successfully provide forestry management services.

Not Advantageous: It is evident through the Firm's RFP submittal that they are capable of providing the required services, but that their personnel and resources would be stretched thin in performing the duties required under this RFP.

Unacceptable: The Firm can not commit, or does not possess, the level of personnel and resources needed to properly provide the required services.

QUESTION #3

Completeness/thoroughness of proposal describing what the Consultant/Firm will contribute to this project and how they will accomplish all required aspects of this R.F.P.

Highly Advantageous: Highly responsive to all requirements; the City can clearly see that the Consultant fully understands all requirements and the quality of meeting requirements will be high.

Advantageous: Responsive to R.F.P. requirements. It is clear the Consultant understands all requirements and will meet the basic requirements.

Not Advantageous: Consultant addresses requirements in only a general way.

Unacceptable: Not responsive to explaining how the Consultant will meet requirements.

SELECTION PROCESS

The City will evaluate all proposals based upon the above criteria and will select the proposal deemed to be in the best interest of the City. The City will not necessarily select the proposal that offers the lowest pricing if other criteria set forth are deemed to be more advantageous to the City than the price.

One contract will be awarded to the one responsive and responsible Proposer who the Selection Committee determines offers the most advantageous proposal, taking into consideration all required qualifications, submission requirements and comparative selection criteria set forth in the R.F.P., as well as price. Emphasis in selecting a proposal shall be placed on the Proposer's (the Forestry Management firm) suitability to meeting the needs of the City of Leominster's forestry program.

If the City of Leominster determines that none of the proposals received offers the proper services or none are from a qualified proposer, in regard to the City of Leominster forestry program's needs, and all other evaluation criteria as listed above, then all proposals will be rejected; this Request for Proposals will be cancelled and no contract will be issued/awarded.

In the evaluation of any or all proposals, the City, at its discretion, may obtain technical support from outside sources. Proposers will agree to fully cooperate with the personnel of such outside sources in the evaluation of their proposal. Failure to agree/cooperate may result in the **REJECTION** of your proposal.

The City of Leominster reserves the right to reject any or all proposals if it shall be deemed in the best interest of the City to do so.

The issuance of this Request for Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any services.

Questions regarding the R.F.P. document, submission requirements or evaluation procedures can be directed to Mr. Greg Chapdelaine, Purchasing Agent, telephone: 978-534-7507, ext.244.

TO BE RETURNED WITH TECHNICAL PROPOSAL

PROPOSAL To the City of Leominster, herein called the Owner, acting through its Purchasing Agent, for the purchase of Forestry Management Services 2010 - 2015, as required by the City of Leominster, for the Fire Department.

Proposer's attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, proposer's are required to submit the following information and any other information deemed necessary by the proposer. All of the following information regarding the Proposer must be completed:

Please indicate business type by placing an X next to the appropriate category:

Corporation Partnership Proprietorship

If a Corporation
Full Legal Name _____

State of Incorporation _____

If a Partnership
Full Legal Name _____

If a Proprietorship/Individual
Name of Owner/Individual or d/b/a _____

Principal Place of Business _____

Place of Business in Massachusetts _____

Business Mailing Address _____

Telephone Number: _____ Ext. _____

Qualified to do business in Massachusetts YES NO

Give full names and titles of all the persons and parties interested in the foregoing proposals. (Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager; and in cases of partnerships give names of the individual partners.)

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

A foreign corporation is required to submit its' certification of corporation from the Massachusetts State Secretary's Office, as required by chapter 181 of the Massachusetts General Laws.

TO BE RETURNED WITH TECHNICAL PROPOSAL

Proposal – [Forestry Management Services 2010 - 2015](#)

If this proposal shall be accepted by the Owner, and the undersigned shall fail to contract as aforesaid within ten (10) days (not including Saturday's Sunday's or Legal Holiday's) from the Owner to him, according to the address given herewith, that the contract is ready for signature, The Owner may by option determine that the Proposer has abandoned the contract and thereupon the proposal (if required) shall become the property of the Owner as liquidated damages.

Pursuant to M.G.L. Chapter 62C, section 49A, I/we certify under the penalties of perjury that to the best of my/our knowledge and belief, I/we have filed all state tax returns and paid all state taxes required under law.

The undersigned certifies under penalties of perjury that this proposal is made in good faith and is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned certifies that no official or employee of the City of Leominster, Massachusetts is pecuniarily interested in this proposal or in the contract that the Proposer offers to execute or in profits expected to arise therefrom.

The undersigned as Proposer declares that the only parties interested in this proposal as principals are named herein; that the Proposer has carefully examined the specifications therein referred to; and they propose and agree that if this proposal is accepted they will contract with the Owner in accordance with the specifications, to provide all necessary work to be done and also furnish all the materials specified in the manner and time prescribed and according to the requirements as set forth; and that they will take in full payment the sum(s) as offered in this bid.

Social Security Number or
Federal Identification Number

Type Name of Person Signing Bid

Date _____

Signature

Title

Company Name

Street Address

City, State, Zip

TO BE RETURNED WITH TECHNICAL PROPOSAL

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

it was VOTED that:

_____ (Name) _____ (Officer)

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name, and on behalf of, said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

_____ under seal of the Company, shall
(Officer)

be valid and binding upon this company.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the _____ of _____
(Title) (Name of Corporation)

_____ and that _____
(Officer/Name)

is duly elected _____ of said company; and the above vote has not
(Position/Title)

been amended or rescinded and remains in full force and effect as of the date of this contract.

CORPORATE SEAL:

Clerk's Signature

Clerk's Printed Name

TO BE RETURNED WITH TECHNICAL PROPOSAL

**CITY OF LEOMINSTER, MASSACHUSETTS
OFFICE OF THE PURCHASING AGENT**

REQUEST FOR PROPOSALS FOR:

FORESTRY MANAGEMENT SERVICES 2010 - 2015

Addenda Acknowledgement

PROPOSAL SUBMISSION DATE: 11:00 A.M. November 13, 2009

The proposer acknowledges receipt of the following addenda:

Addenda # _____

Addenda # _____

Addenda # _____

Addenda # _____

-- OR --

None: _____

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

(Date)

PRICE PROPOSAL INSTRUCTIONS

PROPOSAL PRICING

Proposers must submit pricing to cover all of the services required in this RFP.

The proposal prices must be all-inclusive, including all costs, fees, charges, expenses, etc.; your employee(s) travel costs, materials and equipment costs, postage, fax and telephone charges, preparation of reports or instructions, etc., attendance at any meetings, either during normal working hours or at night, or any other items necessary to provide all of the required services. No separate fees or costs of any kind will be paid other than the stated proposal prices.

Proposers must submit a price for each item shown on the Price Proposal Form. For items where there will be no cost to the City, write in "\$0". **Do Not leave any item blank.**

PRICE ESCALATION CLAUSE

Prices offered by the proposer must be firm and not subject to increase during the term of the contract. Price escalation clauses over and above the total submitted proposal price(s) are not allowed. Only the total proposal price(s) will be accepted. Proposers can not insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted proposal price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your proposal.

PRICE PROPOSAL FORM

CITY OF LEOMINSTER, MASSACHUSETTS

FORESTRY MANAGEMENT SERVICES 2010 - 2015

This Price Proposal must be submitted in a separate sealed envelope. Please refer to the section titled "Submission Requirements", in the technical portion of this document for full instructions.

(Please type all amounts)

Page 1 of 2

Item #1: Vegetative Management

\$_____ Total Compensation for vegetative management services (not to exceed this price)

Item #2: Marking & Tallying

\$_____ cost per thousand board feet for veneer, saw and tie logs.

\$_____ cost per ton for pulp, firewood and chips.

Item #3: Sale, Supervision and Administration

\$_____ % of stumpage value for stumpage sales grossing less than \$15,000.

\$_____ % of stumpage value for stumpage sales grossing \$15,001 to \$29,999.

\$_____ % of stumpage value for stumpage sales grossing \$30,000 to \$60,000.

\$_____ % of stumpage value for stumpage sales grossing over \$60,000.

\$_____ Hourly Rate for Low Value Sales (sales of non-stumpage timber grossing less than \$10,000).

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

(Date)

PRICE PROPOSAL FORM

CITY OF LEOMINSTER, MASSACHUSETTS

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Page 2 of 2

Item #4: Boundary Identification, Blazing & Painting

\$_____ hourly rate for this service.

\$_____ hourly rate for Forester.

Item #5: Preparation of Forest Stewardship Plans (Plans must be prepared to meet the Massachusetts Forest Stewardship Format).

\$_____ cost for Notown Reservoir.

\$_____ cost for Fall Brook Reservoir.

\$_____ cost for Morse & Distributing Reservoirs.

\$_____ cost for Haynes Reservoir.

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

(Date)