Proposals to provide professional timber harvesting and marketing services to selectively harvest timber from Manchester Water Works properties will be received by Manchester Water Works at their offices located at 281 Lincoln St., Manchester NH until 3:00 pm on April 7, 2020.

Proposals will only be accepted from pre-qualified Contractors with a licensed forester on staff and having extensive experience in forest management and operations.

Additional information can be obtained by contacting Mr. John O’Neil, at 603-496-5836 jmoneil@manchesternh.gov .

Philip Croasdale, Director
Manchester Water Works
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1. Article 1  GENERAL REQUIREMENTS AND CONDITIONS
1.1 All proposals need to be pre-qualified by March 11, 2020. Submissions for pre-qualification can be made in writing to John O’Neil, 1583 Lake Shore Road, Manchester, NH 03109 or jmonel@manchesternh.gov by March 4, 2020. Pre-qualification submissions should include; 1) Business name, address and the most recent audited financial statement, 2) three recent property owner references from properties harvest over the last 18 months, 3) confirmation of a NH Licensed Professional Forester on staff including name and license number and a staff directory including titles, 4) Names and addresses of all potential sub-contractors and a list of harvesting equipment for both company and subcontractors. Pre-Qualification forms are attached to this request and are strictly confidential and are due by March 4, 2020.
1.2 All proposals shall be delivered by 3:00 pm on April 7, 2020.
1.3 The work shall be performed on selected Manchester Water Works (MWW) lots, identified by the MWW Forester. Interested parties should request details from Mr. Patrick Smerczynski, Manchester Water Works Forester, at 603-851-1463. A mandatory walk through of woodlots will be held at 9 am on March 16, 2020, meeting at the Watershed Office.
1.4 The terms quoted shall hold firm for the duration of the contract as defined in the contract to be signed by both parties.
1.5 All proposals shall conform to the specifications issued herein. Proposals failing to meet the minimum requirements will be considered unacceptable. Any alternatives proposed shall be fully supported and shall provide either an operational or economical advantage.
1.6 MWW shall accept Proposals from a single professional Forest Management Services contractor, hereinafter referred to as the Contractor. The Contractor shall be responsible for all associated labor and services identified herein.
1.7 Payments to Contractor shall be from mill or purchaser of forest products, and the Contractor shall, within ten (10) days of receipt of payment, make the percentage of the gross payment to MWW stated in the proposal.
1.8 MWW is exempt of Federal Excise Tax and Timber Tax. MWW is authorized to purchase products and equipment under the State of New Hampshire's purchasing contracts, at the current bid prices. Contractor is responsible to pay Timber Tax.
1.9 The Board of Water Commissioners reserves the right to accept or reject any and all
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proposals as well as to waive any informality.

1.10 All determinations regarding the suitability and/or acceptability of work, quality, quantity, and cleanup shall be the sole responsibility of the Manchester Water Works. Any work not meeting MWW's criteria shall be made acceptable to MWW prior to any further harvesting activities. All forestry and timber harvesting operations shall conform to RSA 227.

1.11 The contractor shall furnish a security deposit in the amount of $5,000 before each and any unit can be harvested.

1.12 MWW reserves the right in its sole discretion to terminate the contract upon thirty (30) days written notice to the Contractor.

1.13 This contract shall terminate on May 1, 2025 under provisions of the City of Manchester Procurement Code.

1.14 Contractor must certify that no official or employee of the MWW or the City of Manchester, NH has pecuniary interest in the bid or in any aspect of the contract or in the expected profits to arise therefrom, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

1.15 A written Contract Agreement will be in the form customarily employed by MWW and will incorporate the provisions of this request for bids and shall be fully executed prior to the start of work.

1.16 Insurance: Contractor shall provide evidence of insurance meeting the following minimum requirements prior to beginning work.

CITY OF MANCHESTER INDEMNIFICATION AND INSURANCE REQUIREMENTS

In consideration of the utilization of Contractor's services by the Manchester Water Works (owner), the receipt of which is hereby acknowledged, Contractor agrees that all persons furnished by Contractor shall be considered Contractor's employees or agents and that Contractor shall be responsible for payment of all unemployment, social security, and other payroll taxes, including contributions from them when required by law.

Contractor hereby agrees to protect, defend, indemnify, and hold the Manchester Water Works and the City of Manchester and its employees, agents, officers, and servants free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses including claims, liens, debts, personal injuries including injuries sustained by employees of the Manchester Water Works, death or damages to property, including property of the Manchester Water Works and without
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limitation by enumeration, all other claims or demands of every character occurring, or in any way incident to, in connection with, or arising directly or indirectly out of, the contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision shall be effective without regard to whether such injuries, deaths, or damages are caused by, or attributable in whole or in part to the negligence of the Manchester Water Works or the City of Manchester, its employees, agents, officers, or servants.

Contractor agrees to maintain in full force and effect:

(a) Comprehensive general liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage, and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be $1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury, property damage liability, and personal injury (wrongful acts).

(b) Automobile liability insurance for owned, non-owned, and hired vehicles. The minimum limit of liability carried on such insurance shall be $1,000,000 each accident, combined single limit for bodily injury and property damage.

(c) Workers’ compensation insurance, whether or not required by the New Hampshire Revised Statutes Annotated, with statutory coverage and including employer's liability insurance.

(d) Any and all deductibles on the above-described insurance policies shall be assumed by, and be for the account of, and at the sole risk of, Contractor.

(e) Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.

(f) Contractor agrees to furnish certificate(s) of the above-mentioned insurance to the Manchester Water Works within fourteen (14) days from the signing of the contract and, with respect to the renewals of the current insurance policies, at least
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thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the Manchester Water Works as an additional insured and, with respect to all policies, shall state that, in the event of cancellation or material change, written notice shall be given to the Water Supply Administrator, Manchester Water Works, 1581 Lake Shore Rd, Manchester NH 03109, at least thirty (30) days in advance of such cancellation or change.

(g) The purchase of the insurance required, or the furnishing of the aforesaid certificate(s), shall not be a satisfaction of Contractor's liability hereunder or in any way modify Contractor's indemnification responsibilities to the Manchester Water Works, and the City of Manchester.

(h) It shall be the responsibility of the Contractor to ensure that all subcontractors and contract operators comply with the same insurance requirements as indicated above.

2. Article 2 PRE-QUALIFICATIONS AND REQUIREMENTS
2.1 Contractor shall demonstrate adequate financial resources to assure MWW that they can perform the Forest Management Services by providing an audited financial statement from their last fiscal year.
2.2 Contractor shall provide a minimum of three (3) references for work performed within the past eighteen (18) months and shall additionally demonstrate that they have been continuously involved in forestry work for a minimum of five (5) years.
2.3 Contractor shall employ and identify the NH State licensed professional forester and assure that the individual has had no past or pending issues with the NH Board of Licensure for Foresters and also include a list of all staff and titles herein.
2.4 Contractor shall identify all timber harvesting equipment in inventory, all names and addresses of subcontractors, and a list of the subcontractor harvesting equipment inventory.

3. Article 3 GENERAL QUALIFICATIONS AND REQUIREMENTS
3.1 Contractor shall provide at least one actual mill payment slip from over the last twelve (12) months for each species and product listed in the Proposal Summary Form.
3.2 Contractor shall adhere to all OSHA prescribed work and safety practices. Contractor shall provide documentation which identifies specific safety programs or certifications.
3.3 Contractor shall provide evidence of spill containment training, procedures and materials to be used at the site for oil or petroleum spill containment.

3.4 Contractor shall identify all subcontractors and provide references and evidence of subcontractor insurance.

3.5 Contractor shall provide documentation of any and all professional certifications obtained and maintained by staff in the respect to harvesting timber.

4. Article 4 INTERPRETATIONS

4.1 All questions about the meaning or intent of the proposal shall be referred to John O’Neil, MWW Land & Property Manager, at Manchester Water Works, 1581 Lake Shore Road, Manchester, NH 03109.

4.2 At its discretion, MWW may issue written clarifications or interpretations by Addenda. Addenda will be mailed via certified mail, with return receipt requested, to all parties recorded as having received this bid. Oral and other clarifications or interpretations will be without legal effect.

4.3 Each firm shall be responsible for determining that they have received all Addenda issued and so note on the Proposal Form.

5. Article 4 RECEIPT OF PROPOSALS

5.1 Sealed proposals will be received at the place and up until the time indicated in the proposal advertisement.

5.2 MWW may consider informal any proposals not prepared and submitted in accordance with the provisions herein.

5.3 MWW is not responsible for proposals delayed by mail and/or delivery services of any nature. It is the proposer’s responsibility to see that the proposal is delivered and received by MWW.

5.4 The selected Contractor will be required to sign a written agreement with the MWW.

5.5 Proposers may be withdrawn prior to the closing time for receipt of said proposals. A request to withdraw a proposal must be submitted in writing and signed by the Contractor's representative. No request to withdraw a proposal will be accepted if it is verbal or submitted after the closing time.

5.6 Proposals may be modified up to the closing time for the receipt of the proposal. Modifications must be submitted in writing and signed by the Contractor's representative. Only additions or subtractions to the original proposal should be stated. The percent of sale to MWW is not to be stated but should be submitted as modifications in a sealed envelope. No modifications will be accepted after the closing time.

5.7 Electronic Communication: A proposal may be withdrawn or modified by electronic communication provided such communication is received by the Manchester Water Works.
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Works prior to the closing time for receipt of bid proposals. Written confirmation, signed by the Contractor's representative, must be mailed and postmarked prior to the closing time and received by the Manchester Water Works within two (2) days from the closing time, otherwise no consideration will be given to the fax.

6. Article 5 PERFORMANCE
   6.1 Following contract signing and receipt of insurance binders, Contractor shall have sixty (60) calendar months to complete this work. Should Contractor fail to complete work within the specified period, or due to criteria stated in 1.09 and 1.10, MWW may opt to terminate or extend the current contract.
   6.2 Contractor shall be responsible for meeting contract requirements and deadlines. All subcontractors, equipment, and personnel employed shall be the responsibility of the primary Contractor for performance, timeliness, insurance, and economic considerations.
   6.3 All work shall be completed in a professional workman like manner by qualified individuals.
   6.4 Contractor shall be responsible for all federal, state, or local permits required for this work. Contractor shall apply for and pay any and all timber tax or fees required.
   6.5 Any work which is performed in areas proximal to wet areas shall be performed with due consideration of best management practices and in conformance with RSA 227 to minimize any erosion or disruption of soils.
   6.6 Forestry materials to be removed will be based on selected cutting of designated lots with all variables first approved by MWW's forester or designate.

7. Article 6 SCOPE OF WORK
   7.1 The compensation for timber harvesting services will be based upon a percentage of the gross sale for forest products sold. This contract shall provide that the Contractor acts as MWW's agent for accurate inventory volume and best mill price. The Contractor will cut and tally to mill, or other buyer, forest products from designated MWW properties.

The specific scope and approach per harvest unit will be as follows:

   a) MWW Forester shall mark timber to be cut with paint and perform harvest layout on one or more Water Works woodlots that will harvest approximately 2000 cords of forest products annually.
   b) A mandatory wood lot showing shall be held where MWW's forester and Contractor shall walk the entire sale area (woodlot) of the selective cut to be harvested.
   c) Contractor shall provide documentation for mill delivered and/or roadside pricing for all products to be harvested on designated woodlot to the Manchester Water Works Forester in writing.
   d) MWW shall provide final approval of the mill delivered and/or roadside pricing for all
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species and products.

e) Contractor shall file intent to cut form with associated town and provide a tax bond, if required by the town. Contractor is responsible for payment of associated timber tax from contractors harvesting proceeds.

f) Contractor shall be responsible for all costs associated with construction of a landing area. This may include but not limited to excavator work, gravel, and material.

g) MWW is responsible for all reasonable road construction and repairs. These terms must be mutually agreed upon by MWW and the Contractor at the mandatory woodlot showing. Snow removal for operation is the responsibility of the Contractor not MWW.

h) Contractor shall then enter the lot with his equipment and cut and remove the designated forest products. Contractor shall market the products, and obtain best price for all forest products including, but not limited to, veneer, sawlogs, pallet logs, pulpwood, firewood, and chipwood. Contractor is responsible to merchandise every tree to the best end market available for the job.

i) Trip Tickets shall be issued for each truckload of timber removed and copies of these tickets shall be forwarded weekly to MWW.

j) All mill slips issued for each load received shall be copied to MWW. These documents shall be forwarded along with timber payments to the MWW forester.

k) All tops and slash shall be removed and either chipped or sold as chips. Forest floor shall be left clear of all debris except as specifically approved by MWW forester. Certain woodlots designed by the MWW Forester may be harvested using conventional logging equipment or other types of logging equipment approved by MWW Forester. Some wet soils may require brushing in or use of corduroy, these areas and methods shall be approved by the MWW Forester and the material will remain in place at the end of job.

l) Mill payment for forest products shall be sent directly to the Contractor to verify pricing and receipts. A percentage of the total payment, as determined in the award of this contract, shall be made to Manchester Water Works, 1581 Lake Shore Road, Manchester NH 03109, within ten (10) working days of receipt of payment to the Contractor. Payment to MWW shall be a percentage of the gross proceeds from the sale of forest products. Contractor cost to perform shall not alter payment to MWW. The contractor shall guarantee payment to Manchester Water Works for any products which go unpaid due to default or nonpayment from purchaser.

8. Article 7 Proposal: Proposals shall be drafted by the interested parties and shall include the following minimum elements:

8.1 Submittal shall clearly define the percentage of payment to MWW based on the gross proceeds from each type of forest product sold and, not withstanding, all expenses to the Contractor, including but not limited to; timber tax, permitting, cutting, skidding, transporting, chipping, and marketing the products, are to be paid by the Contractor. These figures should be entered into the ‘Proposal Summary Form’ attached. The forest
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Products may include but are not limited to biomass chips, veneer, White pine sawlogs, White pine pallet, Red pine sawlogs, Hemlock sawlogs, other softwood sawlogs, Red oak sawlogs, Red oak pallet, Soft maple sawlogs, other hardwood sawlogs, other hardwood pallet, hardwood pulp, firewood, pine pulp, hemlock pulp, softwood pulp, and/or other forest product revenue anticipated from this sale. For each product, point of sale should be identified as gross product value delivered to mill, or gross product value on landing, or both. MWW will evaluate proposals based on highest and best value anticipated for the products. For all products listed in the ‘Proposal Summary Form’ a percentage and best unit prices must be entered. The Best Unit Price Delivered Mill column should be filled in completely. The Best Unit Price Roadside can be blank, filled in partially, or filled in completely. Any Best Unit Prices enter must be accompanied by an associated mill payment slip associated with it and clearly highlighted on the mill payment slip.

8.2 Submittal shall clearly identify and describe contractors’ resources from staff to equipment to markets in order to verify contractors’ ability to perform the work requested.

8.3 Submittal shall include all information described in Article 2+3.

9. Article 8 Basis for Award.
9.1 The character, competence, integrity, reputation, judgment, experience and efficiency of the Contractor in responding to this request as well as any subcontractors identified and their ability, capacity, and skill to perform the contract or provide the service required.

9.2 Contractor's proposal as a percentage of the sale.

9.3 Contractors overall understanding of the requirements of this request.

9.4 Contractors record for optimal marketing of forest products, including his mill affiliations and recent return for forest products.

9.5 Contractors record for forestry operations in public water supply areas.

9.6 Identified forester's experience and reputation for sustainable forest management.

9.7 Competitive nature of proposal in its ability to meet the essential goals and criteria established within the scope of work.

9.8 An evaluation of proposals will be undertaken based upon information provided by the Contractor and may include interviews with up to three contractors following proposal evaluation as determined by Manchester Water Works.

9.9 Final selection of the Contractor shall be determined by the MWW to be the Contractor offering qualifications, experience, revenue proposal and approach which best suits the needs of MWW.

9.10 Recommended proposal shall be presented to the Board of Water Commissioners for approval and award at the first regular meeting following the date of opening.

9.11 Submitted Proposals shall remain in the possession of the Manchester Water Works and will not be made public as to not divulge proprietary information about the Contractor.
On occasion MWW harvests some forest products separate from this type of operation with our own staff and equipment. This is not meant to conflict with this Request for Proposals. If the Contactor chooses to market forest products harvest by MWW Staff they would charge a marketing fee of ______% of the mill delivered or roadside price per load.
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Contract Form
Manchester Water Works
281 Lincoln St
Manchester NH 03103-5093

CONTRACT

THIS AGREEMENT, made this ____ day of May 2020, by and between the Manchester Water Works, hereinafter called the "Owner", acting herein through the President of its Board of Water Commissioners, and ______________, Incorporated, doing business at ___________ of ___________ town, County of ___________ and State of New Hampshire, hereinafter called "Proposer".

WITNESSETH: That for and in consideration of payments and agreements described within, the Proposer agrees to furnish services to Manchester Water Works described as follows:

Forest Management Services as stipulated by Manchester Water Works Request for Bids dated April ___, 2020. Said Documents are attached to this agreement.

Additional Agreements

- The Contractor shall guarantee payment to Manchester Water Works for any products which go unpaid due to default or nonpayment from purchaser.
- The Contractor or the Manchester Water Works may opt out this contract between active operations but not during unless the Manchester Water Works considers the quality of workmanship unsatisfactory or the Contractor is not following all the terms of the this RFP Proposal.

The Proposer agrees to furnish all materials, equipment, superintendence, labor, insurance and other accessories and services necessary to complete the said work in accordance with the Terms and Conditions, General Conditions, Scope of Services, Specifications, and Bid Proposal contained within the documents referenced above, during the period specified (60 months) in accordance with the terms stated.

____________________________________ By: ______________________________________
Witness William Trombly, President, Manchester Water Works Board of Water Commissioners

____________________________________ By: ______________________________________
Witness Contractor