



**INVITATION FOR BID
IFB # 100/020/25**

**SALE OF TIMBER at
BALD HILL - WOOD HILL RESERVATION**

March 31, 2025

Bids Due: May 2, 2025 at 11:00 AM

Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Town of Andover, MA
Central Purchasing Department
Attn: Theresa Peznola
36 Bartlet St. Andover, MA 01810
Phone: 978-623-8951
e-mail: theresa.peznola@andoverma.us

IFB # 100/020/25

Town of Andover, Massachusetts
Purchasing Department

COVER SHEET

The Town of Andover reserves the right to reject any or all Bids, to omit any item or items called for, or to accept the bids(s) deemed in the best interest of the Town. One Original and One (1) copy of the bids must be submitted **on or before May 2, 2025 at 11:00 AM** to:

Terri Peznola, Purchasing Agent
Purchasing Department
Town Office Building
36 Bartlet Street
Andover, Massachusetts 01810

The envelope containing the Bid and required information must be sealed and marked with Proposer's name, title of proposal, IFB number, and date of opening. The Proposer must sign all required signature pages in order for the proposal to be considered.

The Proposer acknowledges receipt of the following **ADDENDA #**

BUSINESS/INDIVIDUAL NAME _____

ADDRESS _____

TOWN, STATE, ZIP CODE _____

TELEPHONE _____

EMAIL _____

INDIVIDUAL/AUTHORIZED SIGNATURE _____

AUTHORIZED OFFICER NAME (print) _____

DATE _____

By signing above, the authorized officer is certifying that a complete examination of all bid/rfp documents has been made and that the goods/services will be delivered within the time specified and at the prices stated.

All bidders must sign and submit with their bid the attached Certificate of Good Faith and Tax Attestation Form. Failure to do so will result in the bid being unresponsive and rejected.

If bidder/proposer is a co-partnership, all partners must execute both copies of the bid/proposal, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If bidder/proposer is a corporation, the authorized agent shall execute both copies of the bid/proposal. Evidence of authority to sign must be submitted.

The Town of Andover reserves the right to reject any or all bids/proposals and waive any informalities deemed to be in the best interests of the Town.

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INVITATION FOR BIDS

SALE OF TIMBER – Bald Hill & Wood Hill Reservation

GENERAL REQUIREMENTS

Qualified bidders (contractors) are invited to submit a bid in response to this Invitation for Bids (IFB). Before submitting a bid, each bidder must make a careful study of all specifications and bidding/contract requirements and fully assure themselves as to the quality and quantity of the services required as well as the timber offered by this IFB.

The successful bidder will be bound by all applicable statutory provisions of laws of the Federal Government, the Commonwealth of Massachusetts and of the Town of Andover.

All submitted bids and associated quoted prices must be guaranteed to the Town of Andover for a period of thirty (30) days from the bid submission date.

Bids 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 bids will not be accepted. The Town reserves the right to reject any and all bids, 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 Town.

As provided by Massachusetts General Law, Chapter 64H, section 6(d), purchases made by the Town of Andover 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 Town.

The successful bidder will be required to indemnify the Town 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 Town of Andover, acting as the Town's representative on this project.

If bidders have any questions concerning the terms and conditions set forth in this Invitation for bids, said questions must be submitted in writing to the Purchasing Agent, no later than three (3) business days prior to the date provided for submission of bids. No further consideration will be given after the bid opening.

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

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

Insurance: Before any work begins, all insurance policies must be in place and remain in effect for the term of the contract. Subcontractors must meet all insurance requirements also. All required insurance must be written with such companies qualified to do business in Massachusetts and shall be in accordance with the general laws of the Commonwealth of Massachusetts. Contractors must maintain a policy of leading comprehensive public and commercial general liability, owner's protective liability, property damage, and automobile liability insurance (for all vehicles used in completion of this contract) under which the contractor is named as insured and **the Town of Andover is named as additional insured**, and under which the insurer agrees to provide coverage in the minimum amounts set forth below. Workers Compensation coverage must be maintained for all of the Contractor's employees as required by Massachusetts general law. The minimum amounts of such General Liability insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence/combined single limit and shall be not less than Two Million Dollars (\$2,000,000) in the aggregate per location. If at any time during the contract the Contractor fails to provide insurance as established above, this shall be considered a breach of contract and grounds for the immediate termination of the contract. By accepting the contract, the Contractor agrees to indemnify, pay on behalf of, defend and hold harmless the Town of Andover from and against any and all claims, demands, suits, actions, costs, judgements, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town of Andover by reason of (a) any failure on the part of the Contractor to comply with any provision or term required to be performed or complied with by the Contractor under this contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town of Andover. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim. The contractor shall furnish the Town with certificates of insurance as proof of the above, before any work is to commence.

INVITATION FOR BIDS

SALE OF TIMBER – Bald Hill & Wood Hill Reservation

BID SPECIFICATIONS

The Conservation Division of the Town of Andover is seeking to sell timber and have land clearing work performed as part of the condition of the sale. The successful bidder will be allowed to harvest all indicated merchantable timber that is included in this bid/contract and will also be responsible for performing the required land clearing & cutting and chipping of non-merchantable trees. The bidder must supply all labor, materials and equipment necessary to perform all of the work required by this bid.

One contract will be awarded to the one responsive and responsible bidder offering the highest price for all merchantable timber and related work contained in this bid. The contract that is awarded as a result of this Invitation for Bids will be effective upon completed execution of a contract signed by both the successful bidder and the appropriate Town officials. The term of this contract will be for twelve (12) months from the date of execution of the contract or thirty (30) days after all trees are cut, whichever comes first, and all rights of the bidder (the PURCHASER) will terminate at the completion of this term. All required services must be completed, with final approval given by the Director of Conservation before the Performance Deposit will be returned.

PRE-BID MEETING

There will be a pre-bid meeting scheduled for Tuesday, April 22, 2025 at 9:00 A.M.. The meeting will be held at Bald Hill & Wood Hill Reservation located on 288 High Plain Road in Andover, MA. All prospective bidders are STRONGLY urged to attend. The meeting will begin in the parking lot at 288 High Plain Road in Andover, MA.

This is the ONLY showing of the timber that will be given. Prospective bidders may view the timber/harvesting area at other times, on their own, no tour given, if they so desire, with pre-approval by the Andover Conservation Division. Failure to obtain approval to view the area at any other time other than this pre-bid meeting/showing will be considered TRESPASSING. Bidders with any questions regarding the meeting may contact Theresa Peznola, Town Purchasing Agent, at 978-623-8951.

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 Town of Andover.

Any modifications, orders, instructions, etc., given verbally or in writing by any representative of the Town other than the Purchasing Agent, that change, modify or alter the Contract in any manner, will NOT be binding upon the Town 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 Contractor.

TERMINATION CLAUSE

This termination clause is in respect to the faithful and proper performance of all services as required by this bid/contract. If at any time the Contractor (the Bidder/PURCHASER) fails to fulfill or comply with any of the requirements of this bid/contract, such as shoddy workmanship, improper procedures, supplying sub-standard, improperly trained employees, not adhering to the work schedule or stated response times, or in any way failing to carryout/performance the necessary duties as stated, etc., the Town, at its option, can terminate this contract immediately upon notice to the Contractor, by way of written correspondence and/or telephone notice to a principal of the company, and monetary damages, if applicable, will be withheld from the sale price paid for the timber.

REFERENCES

All bidders must submit a list of references of clients who they have performed work for over the past five (5) years. The list must include contact names and telephone numbers. The Town is to have express permission to contact these people, either by phone, written correspondence or in person, as to past performance. The Town reserves the right to contact any entity that the Bidder has conducted business with or for, either currently or in the past, for the purpose of reviewing past work history. Any negative references received will be grounds for the rejection of a bid.

COMPANY BACKGROUND & EXPERIENCE

All bidders must provide written documentation with their bid proposal as evidence that their firm has the requisite background to perform the particular type of tree harvesting and land clearing required by this bid document. All bidders (the Contractor) and/or key personnel employed by the firm to be assigned to this project, must have a minimum of five (5) years experience in performing tree harvesting and understanding Massachusetts General Laws, Chapter 132, Forest Cutting Plans type of work. Bidders must include a copy of their Harvesters License with their bid submission.

INTERVIEW

Bidders may be required to appear for an interview, if so requested, with the Andover Conservation Department and Department of Public Works, before any award is made. The purpose of the interview would be to review the bidders' background and capabilities to perform the work. Failure to comply with this request will result in the REJECTION of your bid.

EQUIPMENT DEMONSTRATION

Bidders may be required to make the actual equipment to be used in the performance of this contract available for inspection and demonstration before any award is made. Failure to comply with this request will result in the REJECTION of your bid.

JOB SITE

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

QUANTITY OF TIMBER

All quantities listed in this bid package are based on physical counts performed by the Town's (the Seller) Agent. This information is provided only as a guideline. The quantities are only estimated and must not be construed as guarantees. The Town makes no guarantee that any quantities listed are correct. The successful bidder (the Purchaser) will have no claim for compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those described in this Bid. Bidders are responsible for ascertaining the actual quantities of timber to be purchased and harvested; and the accompanying level and type of work required as part of the terms of the sale.

SALE OF TIMBER AND REQUIRED WORK/RESPONSIBILITIES

The successful bidder (the PURCHASER) agrees to cut and remove said timber covered by this bid/contract in strict accordance with the following conditions and to adhere and abide by all of the following terms:

1. The SELLER (the Town of Andover) agrees to sell to the PURCHASER, upon the terms hereinafter stated, all timber selectively marked or designated by the Agent of the SELLER (New England Forestry Consultants, Inc.), located on tracts of land belonging to the SELLER known as Bald Hill & Wood Hill Reservation in Andover, Massachusetts. Trees to be cut in selection harvest areas are marked with blue paint. The perimeter of the salvage area patch cuts have been marked with orange tape. Retention trees have been marked with an orange tape. Title to all marked or designated trees will remain with the SELLER until the terms of payment are met.
2. The PURCHASER agrees that **NO WARRANTY OF VOLUME IS MADE BY THE SELLER** under this bid document/contract. Bidding shall be on a **PER MBF (thousand board foot) BASIS** for sawtimber, **PER CORD BASIS** for firewood, and a **PER TON BASIS** for pulpwood/chips. Conversion from one to the other will not be accepted in bidding. The volume shown is estimated, and any overage will be paid for at the agreed bid rate weekly as cut, and any shortage may be recovered by additional marking or a refund at the bid rate **at the discretion of the Seller**. All volume is estimated from computations based on the International ¼" Rule, Log Scale. The species, number of trees and volume in board feet can be found in the supplemental document "Forest Cutting Plan".

3. The SELLER warrants that there are no mortgages or encumbrances affecting the sale of the timber covered by this bid/contract. The SELLER further warrants to guarantee and defend the title of the marked or designated timber to the PURCHASER and to do nothing during the term of this contract to interfere with or jeopardize the rights of the PURCHASER to said marked or designated timber. The SELLER further warrants that said marked or designated timber contained and described in this bid/contract are the property of the SELLER and all said timber is within the boundaries of the SELLER'S land and the SELLER agrees to indemnify and hold harmless the PURCHASER from all damages that may be incurred as a result of incorrect boundary designation as herein provided by the SELLER. Boundaries of the areas to be harvested are marked with THREE (3) slash marks in blue or orange paint and based on information supplied by the SELLER, as provided below.
4. The SELLER hereby grants permission to the PURCHASER to enter the above described tracts of land to cut and remove therefrom such marked or designated timber; and to construct only such roads and landings as may be approved by the SELLER. The term of this contract will be for twelve (12) months from the date of execution of the contract or thirty (30) days after all trees are cut, whichever comes first, and all rights of the PURCHASER will terminate at the completion of this term. The SELLER, without penalty to the PURCHASER, may suspend removal operations if the SELLER determines that unreasonable damage to access roads, skid roads and logging roads is resulting from use of these roads during periods of excessive ground wetness.
5. Performance Deposit: The PURCHASER agrees to deposit with the SELLER, the sum of TWO THOUSAND DOLLARS (\$2,000) upon the signing of this contract to ensure compliance with the terms of this agreement by the PURCHASER. This Performance Deposit will not be used as credit for timber cut and removed, but upon completion of the sale and full compliance with all the terms of this contract by the PURCHASER, this deposit will be returned to the PURCHASER. The deposit may be in the form of a company check, cashiers check, or a performance bond underwritten by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the SELLER. If the PURCHASER uses a performance bond, the premium(s) for said bond will be paid by the PURCHASER.
6. In the event the PURCHASER fails to fulfill any of the terms of this contract, the SELLER, upon notice to the PURCHASER, will have the right to stop further cutting by the PURCHASER; and immediately thereupon, all title to cut or marked or designated timber will revert to the SELLER; and the SELLER will be entitled to retain the whole of the Performance Deposit as part of liquidated damages for breach of this contract; and the contract will be automatically terminated.
7. Timber Payment Schedule. Payment is to be made by cash or certified check payable to the "Town of Andover" and presented to the Purchasing Department before any harvesting may begin.

8. The risk of loss of all trees that are marked or designated in accordance with this contract will be borne by the PURCHASER.
9. The PURCHASER must notify the Andover Conservation Division (the SELLER) and the SELLER's Forester (New England Forestry Consultants) at least one (1) week in advance of the PURCHASER'S intention to commence logging operations.
10. Only marked or designated timber under the terms of this contract are to be removed. The PURCHASER must pay as **liquidated damages three (3) times the value for any unmarked or undesignated timber** that is cut or damaged in violation of the terms of this contract; provided the PURCHASER will not be liable for this penalty in felling unmarked or undesignated trees in the construction of skid roads and landings as approved by the SELLER.
11. All trees must be utilized in their tops to the lowest possible diameter for commercially salable material and all tops and pulp must be chipped and removed from the property.
12. Tree stumps must be cut no higher than the top of the root swell, except in the case of butt rot or iron in the wood and must be cut so as to leave the Forester's paint marks plainly visible on stumps. In the case of butt rot or iron in the wood, the affected portion must be cut and left in the woods at the discretion of the SELLER. Trees that have been blown over shall be cut at the root swell and the root ball shall be returned to its hole insofar as practical.
13. The SELLER reserves the right to restrict the size and type of log skidding equipment and the manner in which the equipment is operated by the PURCHASER if the SELLER or the SELLER'S AGENT determines that unreasonable damage is being caused by the size, type and manner of operation of said equipment.
14. No tree length skidding of trees longer than 48 feet will be permitted without the SELLER's permission. Whole tree skidding will be permitted within the salvage areas provided that efforts are made to avoid the damage of forest regeneration and residual trees. If the SELLER determines that whole-tree skidding is unnecessarily damaging forest regeneration and the residual forest, the PURCHASER will be required to cut harvested trees to a length that will protect forest regeneration and residual trees.
15. The location and construction of all roads and landings must be approved by the SELLER. In the construction of logging roads, access roads, skid roads or landing locations, all trees more than three (3) inches in diameter must be severed at stump level and NOT pushed over by logging equipment. Any new road constructed, and any existing road used for removal, must be left in proper repair to the satisfaction of the SELLER at completion of logging operations.
16. Water bars and drainage ditches will be required on skid trails and access roads at the completion of timber removal operations. The water bar standards must follow the Best Management Practices for Timber Harvesting in Massachusetts.

17. All marked or designated timber must be cut, in any one area, must be cut and removed in one (1) operation to prevent unnecessary damage; no re-entry will be permitted without the approval of the SELLER. The SELLER reserves the right to have the PURCHASER work in, or move to, priority harvesting sites based on cutting conditions, due to weather and soil conditions as well as the level of water in the Reservoirs.
18. The recommendations of the SELLER in the removal of the timber for the protection of the remaining growth must be followed. The SELLER, without penalty to the PURCHASER, can suspend removal operations if the SELLER determines that damage to the watershed and its natural resources (soils, water courses, access roads, skid roads and logging roads) is likely to occur from the continuation of removal operations during periods of excessive rain or wet ground conditions.
19. The PURCHASER must remove all trees that are broken, uprooted, damaged or leaning as a result of the PURCHASER'S activities in the building of roads or the cutting of marked or designated timber. All storm damaged tops that have fallen to the ground must be removed from the harvest area and chipped insofar as practical. All tops of living trees, storm damaged trees and dead trees must be chipped and removed from the property as part of the salvage operations insofar as practical.
20. The PURCHASER must follow the best management practices for the Commonwealth of Massachusetts of Massachusetts at all times during harvesting activities. Bidder's are referred to the Massachusetts Forestry Best Management Practices manual (prepared for the Massachusetts Department of Environmental Protection, Office of Watershed Management).
21. All Slash disposal must be in strict compliance with Massachusetts General Laws (MGL).
22. The PURCHASER must follow the approved Massachusetts General Laws Chapter 132 Cutting Plan at all times. The Chapter 132 Cutting Plan has been approved and there are no Natural Heritage issues. The Cutting Plan is attached to this bid document.
23. Slash must not be left within fifty (50) feet of the boundary lines.
24. Proper care must be exercised with fire at all times when in the woods. The PURCHASER will be liable for any claims and damages that may arise from forest fires that may be attributed to the PURCHASER'S operation during the period in which the operation is in progress.
25. All buildings and landings erected by the PURCHASER during the operation must be removed upon completion of all work. All launching and service areas must be cleaned up before leaving a cutting area, all within the time limit of this contract.

26. At all log landing areas, all forms of waste, including unmerchantable logs, or portions of logs, must be disposed of as directed by the SELLER. All areas must then be smoothed and leveled to conform to the original topography to the satisfaction of the SELLER.
27. The PURCHASER will be required to have Truck Spill Kits on site at all times at the wood landing areas, in the event there is an oil or hazardous material spill as a result of the PURCHASER's timber removal activities.
28. All equipment must be cleaned pre-harvest.
29. Work may only be carried out when ground conditions are dry or otherwise stable.
30. All roads shall be left in proper repair as approved by the Forester, at the completion of logging.
31. The PURCHASER must supply & have Porta-Potty or Jobsite Toilet facilities on or near the wood landing areas during all timber removal operations.
32. The PURCHASER will be required to fill out a **Truck Trip Sheet** for each truck that leaves a job site with wood products. Truck Trip Sheets must be kept at the wood landing sites. The PURCHASER will be required to indicate on the Truck Trip Sheet the date of truck arrival, species and product being trucked, and the final destination of wood removed from the SELLER's property. Truck Trip Sheets will be used to verify mill scale slips from the PURCHASER.
33. The PURCHASER will provide the SELLER's agent weekly with a copy of the PURCHASER's scale at the mill for sawlogs, firewood, pulp and chips.

BID PRICING

All bidders must use the attached Bid Submission Forms to submit your bid pricing.

One contract will be awarded to the one responsive and responsible bidder offering the **highest total bid price** for all timber products, at all locations combined, as offered in this Bid. The successful bidder must be able to comply with all bid/contract requirements in order to be awarded the contract.

Bidders must list a bid price (unit prices & totals) for all items shown on the following Bid Submission Forms. Bidders must submit pricing for ALL items in order for your bid to be accepted. Items left blank or "N/A" are NOT acceptable. For any item(s) where no price is offered, please indicate this by submitting a price of "\$0". Any bids that are not submitted in accordance with these instructions will be **REJECTED**.

On the Bid Submission Forms, "MBF" is understood to mean 'Per thousand Board Feet'.

All bid prices offered for the timber must include all charges, fees, expenses, etc., related to the purchase of the timber and related work. No separate or additional costs will be paid to the successful bidder by the Town.

The bid for this sale of timber must cover all contingencies, including all labor, materials, equipment, transportation, etc., necessary to cover the purchase and sale of all timber, as well as all cutting, harvesting, chipping, hauling & removal, clean-up and site restoration requirements listed in this bid for the performance of all required work associated with this sale of timber.

PRICE DE-ESCALATION CLAUSE

Prices offered by the bidder must be firm and not subject to decrease during the term of the Contract. Price de-escalation clauses that allow the decreasing/lowering of the total and/or unit bid price(s) are not allowed. Only the total/unit bid price(s) will be accepted. Bidders cannot insert/include a statement indicating their price(s) will or may decrease during the life of this contract below their submitted bid price(s) due to third party actions, unnamed contingencies, market conditions, etc. Inclusion of a de-escalation clause of any kind will result in the rejection of your bid.

CERTIFICATION REGARDING DEBARMENT

By execution of the bid/contract documents, the Contractor (the PURCHASER) and all of its principals and owners certifies under penalties of law that they are not presently debarred, suspended or otherwise ineligible for the award of any contract by any governmental body (i.e. Town, town, govt. agency) within and including the Commonwealth of Massachusetts and the Federal Government; and that all subcontractors used in the performance of this contract meet these same qualifications.

SUBMISSION REQUIREMENTS

All bidders must provide written documentation with their Bid Submission as evidence that they meet the minimum requirements set forth above and further, that their firm has the requisite background to perform this particular type of work.

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

Bids for “**Sale of Timber – Bald Hill & Wood Hill Reservation**” will be received in the Office of the Purchasing Agent, Town Hall, 36 Bartlet Street, Andover, MA 01810 until the deadline for submission stated below, at which time all bids received will be publicly opened and read in the presence of such bidders as desire to be in attendance.

Bidders must submit **two (2) exact copies** of their bid submission with all required information included. The Bid Submission must be submitted in a **sealed envelope** bearing on the outside the

name and address of the Bidder, addressed to the Purchasing Agent of the Town of Andover. The required forms must be properly filled out, signed, sealed and endorsed, and included with your bid submission. Telephone responses and faxed replies will not be accepted.

The Bid Submission envelope must be labeled:

“SALE OF TIMBER – Bald Hill & Wood Hill Reservation”

Complete bid packages must be received by:

11:00 A.M., May 2, 2025

In the Office of the Purchasing Agent
Attn: Ms. Theresa Peznola, Purchasing Agent
Town Hall
36 Bartlet Street
Andover, MA 01810

Each firm desirous of consideration will submit the following

1. All Bid Submissions must be signed by the Bidder or a representative of the Bidder authorized to act on behalf of the Bidder.
2. The Company Information form, Non-Collusion form, Certificate of Authority form, Addenda Acknowledgement Form and Equipment List form must be included with your Bid Submission.
3. All Bid Submissions must meet Commonwealth of Massachusetts firm pricing for the sale of timber and related work as listed in this IFB.
4. Complete description and background information on the company replying to the IFB. Who the Company is, what they do, how long they have been in business, why they are qualified to perform this work, etc.
5. Provide a copy of your Harvesters License with your bid submission.
6. Provide a listing of any and all similar timber harvesting services that your firm has/is providing to other clients that is similar to this project.
7. List all references for the past five (5) years who are familiar with your work on similar projects. The Town is to have express permission to contact these individuals, either in person, by phone, and/or written correspondence, as to past performance.
8. 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.

9. All other information as necessary to comply with the requirements of this Invitation for Bids as well as any other information that the Bidder believes would be beneficial to the Town in considering your bid. It is understood that upon written request from the Town Purchasing Agent, a bidder may be required to submit further information to support the bidder's qualifications.

TO BE RETURNED WITH BID SUBMISSION

PROPOSAL To the Town of Andover, herein called the Owner, acting through its Purchasing Agent, for the **Sale of Timber – Bald Hill & Wood Hill Reservation.**

Bidder’s attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, bidders are required to submit the following information and any other information deemed necessary by the bidder. All of the following information regarding the Bidder 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 _____

Commonwealth of Massachusetts 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 Commonwealth of Massachusetts Secretary’s Office, as required by chapter 181 of the Massachusetts General Laws.

TO BE RETURNED WITH BID SUBMISSION

CERTIFICATION OF GOOD FAITH & NON-COLLUSION

The undersigned certifies under pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of authorized individual submitting bid/proposal

Printed Name

Name of Business (if applicable)

Social Security or Federal Tax Identification Number

TO BE RETURNED WITH BID SUBMISSION

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____
_____ held on _____ at which all the
Directors were present or waived notice, it was voted that _____,
_____ of this company, be and he/she hereby is authorized to execute
contracts and bonds in the name and behalf of said company, and affix its Corporate Seal
thereto, and such execution of any contract or obligation in this company's name on its behalf
by _____, shall be binding upon this company.

A TRUE COPY ATTEST:

Clerk,

Date of this Contract

I hereby certify that I am the Clerk of _____, that
_____ is duly elected _____ of said
company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

Clerk

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
_____.

Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written
request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this
bid/written request/quotation form. If attesting clerk is the same person as the individual
executing this contract, have signature notarized above.

TO BE RETURNED WITH BID

**TOWN OF ANDOVER, MASSACHUSETTS
OFFICE OF THE PURCHASING AGENT**

INVITATION FOR BIDS: SALE OF TIMBER – Bald Hill & Wood Hill Reservation

Addenda Acknowledgement

Bid Opening Date: 11:00 A.M., May 2, 2025

The Bidder acknowledges receipt of the following addenda:

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

-- OR --

None: _____

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

(Date)

TO BE RETURNED WITH BID
**TOWN OF ANDOVER, MASSACHUSETTS
OFFICE OF THE PURCHASING AGENT**

**INVITATION FOR BIDS: SALE OF TIMBER – Bald Hill & Wood Hill Reservation
EQUIPMENT LIST FORM**

All bidder's must provide the types and number of equipment that their company owns/leases that is available to work on this project. Attach additional sheets if necessary or a vehicle inventory list:

Number of **Whole Tree Chippers**: _____

Make(s): _____

Model(s): _____

Make(s): _____

Model(s): _____

Number of **Skidders**: _____

Make(s): _____

Model(s): _____

Make(s): _____

Model(s): _____

Number of **Forwarders**: _____

Make(s): _____

Model(s): _____

Make(s): _____

Model(s): _____

Number of **Log Trucks**: _____

Make(s): _____

Model(s): _____

Make(s): _____

Model(s): _____

Other Equipment/Vehicles: _____

Make(s): _____
Model(s): _____

Make(s): _____
Model(s): _____

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

(Date)

TO BE RETURNED WITH BID

**TOWN OF ANDOVER, MASSACHUSETTS
OFFICE OF THE PURCHASING AGENT**

BID PRICE SHEET - PAYMENT SCHEDULE FOR TIMBER

INVITATION FOR BIDS: SALE OF TIMBER – Bald Hill & Wood Hill Reservation

The undersigned submits the following BID for the timber offered for sale on the property of **Bald Hill – Wood Hill Reservation in Andover, Massachusetts.**

<u>SPECIES</u>	<u>Estimated Volume MBF (thousand board feet)</u>	<u>Unit Price</u>	<u>MBF/Cord/Ton Total</u>
White Pine	145.528 MBF	\$_____ MBF	\$_____
White Oak	.0159 MBF	\$_____ MBF	\$_____
Red Oak	3.066 MBF	\$_____ MBF	\$_____
Black Oak	9.349 MBF	\$_____ MBF	\$_____
Red Maple	0.931 MBF	\$_____ MBF	\$_____
White Ash	5.963 MBF	\$_____ MBF	\$_____
B & Y Birch	0.139 MBF	\$_____ MBF	\$_____
White Birch	0.107 MBF	\$_____ MBF	\$_____
Cordwood	87 Cords	\$_____ Cord	\$_____
Chips (Tons)	1785	\$_____ Ton	\$_____

TOTAL (165.0989 MBF, 87 Cords & 1,785 Tons): \$_____

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

(Date)