

## **INVITATION TO BID**

The City of Rochester, New Hampshire, will accept sealed bids for Regional LEOP Review and Tabletop Drill. Bids must be submitted in a sealed envelope plainly marked:

**“Sealed Bid, REGIONAL LEOP REVIEW & TABLETOP DRILL”  
BID #07-16**

City of Rochester, New Hampshire, Purchasing Office  
31 Wakefield St.  
Rochester, NH 03867  
Attn: Angie Gray, Purchasing Agent

All bids must be received no later than Thursday, September 21, 2006 @ 3:15 PM. No late bids, telephone, faxed, or emailed bids will be accepted. The bid specifications, appendices and proposal forms may be obtained by visiting [www.rochesternh.net](http://www.rochesternh.net), or emailing [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net), or by contacting the Purchasing Agent, City Hall, 31 Wakefield St., Rochester, NH 03867, or call 603-335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bids must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

Bid results will be available within 48 hours of the bid opening either on the city website at [www.rochesternh.net](http://www.rochesternh.net) or can be requested via email from the Purchasing Agent at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net).

## REQUEST FOR PROPOSALS FOR REGIONAL LEOP REVIEW AND TABLETOP DRILL

### I. Purpose of Project:

It is the intent of the Northern Strafford County Region to contract with a consultant who will educate elected and municipal leaders on Local Emergency Planning and Preparedness in order to strengthen regional emergency response.

### II. Goals and Objectives:

- A. Review local emergency operation plan with leaders
- B. Educate partners in (NIMS) National Incident Management System and (ICS) Incident Command System.
- C. Learn Emergency Support Function (ESF) annexes use, and how the annexes are applied locally.
- D. Educate partners on the roles and responsibilities of key personnel before, during and after an emergency.
- E. Identify gaps/changes/additions in the plan to be addressed by each municipality.
- F. Test our regional response capacity.

### III. Project Requirements:

The Northern Strafford County Region is seeking a consultant to assist the region in our efforts to strengthen regional emergency response. The successful bidder will agree to the following:

- A. Facilitate six LEOP meetings (one per town, 2 to 4 hours per meeting) to carry our goals and objectives A-D listed above.
- B. Facilitate a meeting between the local health providers and emergency management directors on the expectations before, during and after an emergency.
- C. Conduct NIMS Training (ES700) for identified emergency planning partners.
- D. Facilitate a region wide Table Top exercise on November 17, 2006, from 8am to 1pm at Frisbie Memorial Hospital Education and Conference Center (exercise to meet Homeland Security Grant requirements including set up, scenario planning, having evaluators, and conducting an after action report.

IV. Qualifications:

Proposals should indicate general qualifications of the respondent in disciplines appropriate to the project, as well as specific prior experience and qualifications applicable to this project. The respondent must have experience in (HSEEP) Homeland Security exercise and evaluation programs.

Participants:

- A. City of Rochester
- B. Town of Farmington
- C. Town of Middletown
- D. Town of Milton
- E. Town of New Durham
- F. Town of Strafford

Timeline of Project:

September – December 2006

## **INSTRUCTIONS TO BIDDERS**

### **I. Preparation of Bid Proposal**

- A. The Bidder shall submit her/his proposal upon the forms furnished by the City on page 9 of 9. The bidder shall specify a unit price, both in words and figures, for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of several items. All words and figures shall be in ink or typed.
- B. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- C. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his/her name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
- D. All questions shall be submitted in writing to the Purchasing Agent. Please submit all questions either via email to [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net) or mail to Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. The Purchasing Agent will then forward both the question(s) and the City's response to the question(s) to all prospective bidders.

### **I. Irregular Proposals**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

- A. If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any thereof is detached.
- B. If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- C. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- D. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized altered pay items.

## II. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

## III. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

## IV. Public Opening of Bid Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

## V. Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- B. Evidence of collusion among bidders.
- C. Failure to supply complete information as requested by the bid specifications.

## **AWARD AND EXECUTION OF CONTRACT**

### I. Consideration of Proposals

- A. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern, In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
- A. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
- B. Bid results will be available within 48 hours of the bid opening either on the website at [www.rochesternh.net](http://www.rochesternh.net) or can be requested via email from the Purchasing Agent at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net).

## II. Award of Contract

If a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his/her bid has been accepted and that he/she has been awarded the contract.

## III. Cancellation of Award

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

### **BID EVALUATION**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- A. The bidder's ability, capacity, and skill to perform within the specified time limits
- B. The bidder's experience, reputation, efficiency, judgment, and integrity
- C. The quality, availability and adaptability of the supplies and materials sold
- D. Bidder's last performance
- E. Sufficiency of bidder's financial resources to fulfill the contract
- F. Bidder's ability to provide future maintenance and/or services
- G. Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing equipment.)

### **CONDITIONS AT SITE OR BUILDING**

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site of the building. The character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his/her bid.

### **LAWS, PERMITS AND REGULATIONS**

The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, he/she shall promptly notify the City of Rochester in writing.

### **PROJECT COMPLETION**

The project is to be completed within 90 days from the date of acceptance of bid.

### **ACCIDENT PROTECTIONS**

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

### **SUBCONTRACTS**

- I. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
- II. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by him/her, as he is responsible for the acts and omissions of persons directly employed by him/her.

### **PROTECTION OF WORK AND PROPERTY**

The Contractor shall, at all times, safely guard the City's property from injury or loss in connection with this Contract. He/she shall, at all times, safely guard and protect his/her own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

### **STANDARDS**

Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

### **EXTRAS**

Except as otherwise herein provided, no charge for any extra work or material will be allowed.

### **GUARANTEE OF WORK**

- I. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects result in from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
- II. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
- III. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this section during the first year of the life of such special guarantee.

### **DEFAULT AND TERMINATION OF CONTRACT**

If the Contractor:

- I. Fails to begin work under Contract within the time specified in the notice to proceed; or
- II. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
- III. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable; or
- IV. Discontinues the prosecution of the work; or
- V. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so; or
- VI. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
- VII. Makes an assignment for the benefit of creditors; or
- VIII. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.



All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

City of Rochester New Hampshire  
REGIONAL LEOP REVIEW & TABLETOP DRILL  
BID 07-16 PROPOSAL FORM

<b>Bid Price</b>	<b>(in figures)</b>	\$
<b>Bid Price</b>	<b>(in words)</b>	

<b>Other Information (list below)</b>

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address, along with the Project name and phone number as it appears at the top of the Proposal Form.

The bidder has received and acknowledges Addenda number \_\_\_\_\_ through \_\_\_\_\_

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, he will accept compensation as stipulated therein.

<b>Date</b>	
<b>Company Name</b>	
<b>Authorized Representative</b>	
<b>Representative's Title</b>	
<b>Authorized Signature</b>	
<b>Business Address</b>	
<b>City, State, Zip Code</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Email Address</b>	