

TOWN OF PLYMOUTH  
PROCUREMENT DIVISION  
11 LINCOLN STREET  
PLYMOUTH, MASSACHUSETTS 02360

RFP 21603, COMPREHENSIVE EMERGENCY OPERATIONS PLAN AND COMMUNITY  
RECOVERY PLAN

Issued: January 7, 2016  
Due: January 22, 2016, at 12:00 P.M.

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TOWN OF PLYMOUTH  
11 Lincoln Street  
Plymouth, Massachusetts 02360

January 7, 2016

REQUEST FOR PROPOSALS 21603

**A. INVITATION**

Proposals are requested by the Town of Plymouth from qualified firms to provide a Comprehensive Emergency Operations Plan (CEOP) and Community Recovery Plan (CRP).

The RFP is available electronically online by registering at <http://www.plymouth-ma.gov/current-bids>

Proposals are to be submitted by 12:00 p.m. (local time), Friday, January 22, 2016. Postmarks will not be considered. Proposers must submit separate non-price (technical) and price proposals.

Six (6) hard copies and one (1) single-file electronic version (in Adobe Acrobat format on a CD-ROM) of a non-price proposal must be submitted in a sealed envelope indicating the proposer's name and address and clearly marked in the lower left hand corner:

CEOP & CRP  
Non-Price Proposal 21603

One (1) hard copy and one (1) single-file electronic version (in Adobe Acrobat format on a CD-ROM) of the price proposal must be submitted in a sealed envelope that indicates the proposer's name and address and clearly marked in the lower left hand corner:

CEOP & CRP  
Price Proposal 21603

Proposals for this Contract are subject to the provisions of Massachusetts General Laws (MGL) Chapter 30B, as amended.

**B. GENERAL CONDITIONS**

1. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain

additions not called for, erasures, alterations or irregularities may be rejected. More than one proposal from the same proposer will not be considered.

2. Ownership of Documents: Once submitted to the Town, all proposals, materials, drawings, plans, etc. shall become the property of the Town and may be disposed of without notification and shall be considered public information. These documents shall be provided by proposers in electronic and paper formats as set forth above.

3. The proposer selected shall comply with all applicable local, federal and state laws and regulations in the performance of the work contemplated in the RFP, including, but not limited to, prevailing wage requirements under Chapter 149 if and to the extent applicable. All requirements of such laws and regulations are incorporated in this RFP by reference.

4. Purchases made by the Town are exempt from taxes and any prices proposed to the Town must exclude any taxes. Tax exemption certificates will be furnished upon request.

5. The proposer selected will be an independent contractor, and shall not be considered an employee of the Town and will not receive any benefits of an employee.

6. Verbal orders are not binding on the Town and work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.

7. The Town of Plymouth reserves the right to reject all proposals, to advertise for new proposals, and to split awards as may be deemed to be in the best interests of the Town contract or contracts will be awarded by the Town within thirty (30) business days after opening proposals.

8. The Town of Plymouth reserves the right to waive any informality or defect in any proposal, to accept any proposal or parts thereof or reject any proposals, should it deem it to be in the best interest of the Town of Plymouth to do so. The Town reserves the right to revise the contents of the proposal and to negotiate all aspects of this proposal and any future agreement with the successful firm of the Town's choice.

9. The Town further accepts no responsibility for expenses which may be incurred in the preparation of such proposals. The selected firm shall be expected to comply with all applicable State and Federal laws in the performance of services. Submittals to the Town are considered public information. The Town has the right to disclose information contained in the submittals. The Town further reserves the right to photocopy, circulate or otherwise distribute any material submitted in

response to the Request for Proposal (RFP). Original materials which the consultant may wish returned shall be clearly marked to be returned to them.

10. The selection of the successful firm shall be made without regard to race, color, sex, age, religion, sexual preferences, handicap, political affiliation, veteran status, or national origin. The Town is an Equal Opportunity Employer.

11. The selected firm will be required to enter into an agreement with the Town of Plymouth for this project.

#### **C. CONTRACT PERIOD**

The contract period shall be for approximately eight (8) months from the date of contract execution.

#### **D. RULE FOR AWARD**

The Contract will be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration price and all evaluation criteria set forth in this RFP.

#### **E. BACKGROUND**

The Town of Plymouth is seeking to ensure all emergency management planning is consistent with the latest statutory and regulatory provisions for emergency planning established within NFPA 1600 and through the Emergency Management Accreditation Program certification. The Comprehensive Emergency Operations Plan (CEOP) and Community Recovery Plan (CRP) will be used to prepare for, respond to and recover from an emergency or disaster in the Town of Plymouth. These plans are intended to be all-hazards plans developed to address Plymouth's unique vulnerability to natural and man-made hazards.

#### **F. SCOPE OF WORK AND SPECIFICATIONS**

The Town of Plymouth hereby solicits proposals to provide the services defined below. These services shall include, but are not limited to the following:

- Perform complete review and evaluation of existing emergency operations planning and develop a fully Comprehensive Emergency Operations Plan (CEOP) and Community Recovery Plan (CRP). Inclusion of stakeholder input is a key requirement within

timelines. Inclusion and consideration of all federal and state laws, and relevant federal guidance is a requirement while developing this plan.

- Development of the Comprehensive Emergency Operations Plan will incorporate all foundational guidance provided within FEMA's CPG 201 and CPG 101 (Series), including format developed to conform to the National Response Framework (NRF) since Presidential Policy Directive (PPD) 8, and presented within the recent release of the Federal Interagency Operations Plans. Development of the CEOP will incorporate existing emergency operations planning referenced within the State of Massachusetts Comprehensive Emergency Management Plan and Plymouth's Radiological Emergency Preparedness planning.
- The Community Recovery Plan (CRP) will be developed to address Plymouth's diverse natural and man-made hazards. The plan shall be based on the fundamental assumption that a significant emergency may overwhelm the capability of the local municipal services to carry out extensive emergency operations and recovery efforts necessary to save life and protect property. The plan should address to the maximum extent possible, all emergency response functions of Town government, state agencies, and all other public and private organizations during emergencies and disasters.
- The Successful Proposer shall develop a plan that will facilitate problem solving, improve access to resources, and foster coordination among local and state agencies, non-governmental partners and stakeholders. This plan will build the core recovery capabilities needed by all stakeholders not actively involved in emergency response, to assist in community recovery efforts. It will organize relevant stakeholder input and requests during the planning process, and identify recovery challenges. Planning will need to assess local competencies, gather shortfalls and identify gaps, and prioritize the recovery approach for the community. Develop recovery support functions and activities which assist the Town of Plymouth and its public and private sector partnerships with accelerating the process of recovery, redevelopment, and revitalization.
- The development of the Comprehensive Emergency Operations Plan and the Community Recovery Plan will follow all of the Town of Plymouth's current governing policies and emergency management standards outlined by the Emergency Management Accreditation Program and the National Disaster Recovery Framework outline.
- Through each phase of the project, the Successful Proposer shall provide a presentation of materials, progress and plan

development to the Town of Plymouth's senior staff. Specific tasks and activities are outlined below:

**COMPREHENSIVE EMERGENCY OPERATIONS PLAN**

Specific Activities / Tasks:

1. Through a formal planning process and involvement of stakeholders, develop emergency operations policies and procedures;
2. The process for plan development addresses all hazards identified within Plymouth's Pre-Disaster Mitigation planning and provides for regular review and update.
3. The Plan will address the following areas:
  - a. Purpose, Scope & Objectives
  - b. Situation & Assumptions
  - c. Concept of Operations
  - d. Responsibilities & Organization
  - e. Direction & Control
  - f. Continuity of Government
  - g. Administration & Logistics
  - h. Plan Development and Maintenance
  - i. Authorities & References

Areas of responsibilities framed within the Emergency Support Function planning format should include the following:

- ESF- Annex Introduction & Responsibilities Matrix
- ESF #1 - Transportation
- ESF #2 - Communication
- ESF #3 - Public Work & Engineering
- ESF#4 - Firefighting
- ESF #5 - Information & Planning
- ESF #6 - Mass Care Emergency
- ESF #7 - Logistics
- ESF #8 - Public Health & Medical Services
- ESF #9 - Search and Rescue
- ESF #10 - Hazardous Materials
- ESF #11 - Agriculture and Natural Resources
- ESF #12 - Energy
- ESF #13 - Public Safety & Security
- ESF #14 - Long Term Recovery

- ESF #15 - External Affairs

Support Annexes will include the Following:

- Debris Management
- Damage Assessment
- Financial Management
- Volunteer & Donations Management

Incident Annexes will include the following:

- Severe Weather Incident Annex
- Mass Casualty Incident Annex
- Hazardous Materials & Radiological Incident Annex
- Evacuation & Shelter Incident Annex

#### **COMMUNITY RECOVERY PLAN**

1. The plan shall address short term and long term recovery priorities
2. Provide guidance for restoration of critical community functions and services
3. Identify and provide guidance for vital resources, facilities, programs and infrastructure
4. The plan will address the following areas:
  - a. Purpose, Scope & Objectives
  - b. Situation & Assumptions
  - c. Concept of Operations
  - d. Responsibilities & Organization
  - e. Direction & Control
  - f. Continuity of Government
  - g. Administration & Logistics
  - h. Plan Development and Maintenance
  - i. Authorities & References
5. Identify primary and alternate facilities capable of supporting sustained recovery operations.

6. Reference the Emergency Operations Plan established procedures for activation, operation and deactivation of primary and alternative facilities.
7. The plan identifies local hazards.
8. Includes the contributions and input from the local Chamber of Commerce, business, marine trades and commercial fishing community.
9. Includes the contributions of local agencies supporting the concerns of our vulnerable populations, including voluntary and faith-based organizations.
10. Outline the core recovery capabilities and recovery support functions to include:
  - a. Economic
  - b. Private Sector Integration
  - c. Health & Social Services
  - d. Housing Recovery
  - e. Infrastructure Systems
  - f. Natural & Cultural Resources

**GENERAL WORK PROGRAM**

1. Seek input from Town staff on document framework and current planning.
2. Prepare a public / Stakeholder participation plan
3. Refine goals and conduct stakeholder participation
4. Draft all applicable plans including annexes and appendices
5. Review the document with the designated review board
6. Complete all revisions of the first draft as necessary
7. Review revised draft with the review board and finalize the plan as revised.
8. Final revised plan shall be written to a standard which will be submitted by the Office of Emergency Management when approved by Town Management.
9. Provide (2) electronic copies of the plan in Microsoft Word / OS format enabled for formatting, future revision privileges by the Office of Emergency Management.
10. Provide five (5) printed and bound copies of the plan at project completion and two (2) DVDs with collected data, databases, plans and presentation materials.

11. After completion of each phase of the project, the Vendor will provide a presentation of data, findings, shortfalls, and materials to agency senior staff.

## **G. PROPOSAL INSTRUCTIONS**

### NON-PRICE (TECHICAL) PROPOSAL

Narrative and format: The technical proposal should address specifically each of the required elements:

1. Staff Qualifications - Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field of emergency operations, recovery and management.
2. Capability, capacity and qualifications of the Offeror - Please provide a detailed description of the vendor's experience as a subject matter expert on emergency operations and recovery planning. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.
3. Work plan - Please described in detail, the framework which the evaluation of capabilities and resources, stakeholder involvement, and the comprehensive emergency operations plan and community recovery plan will be developed. The following elements must be included: 1) methods used to evaluate current capabilities, 2) methods for stakeholder involvement and feedback within contract timelines defined, 3) phases for project completion, deadlines, and deliverables, 4) list of vendor assumptions pertaining to the project, 5) incorporation of standards set forth by EMAP and federal and state laws,

NOTE - Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

### PRICE PROPOSAL

Detailed Budget and Budget Narrative:

The Town has appropriate a maximum of \$100,000 dollars for the completion of this planning effort. The price proposal should include all fees and costs associated with the development of the Comprehensive Emergency Operations Plan and Community Recovery Plan.

The fee structure should include a breakdown by task completion or by deliverable. Please explain the basis and rationale of the fee structure.

#### **H. SELECTION PROCESS**

The Town's Procurement Officer shall not open the proposals publicly, but shall open them in the presence of one or more witnesses at the time specified in the RFP. Up to the date of completion of evaluations, the contents of the proposals shall remain confidential and shall not be disclosed to competing offerors. At the opening of proposals the Procurement Officer shall prepare a register of proposals which shall include the name of each offeror and the number of modifications, if any, received. The register of proposals shall be open for public inspection.

An evaluation team will be established by the Town to include the local Emergency Planning Committee. This team will review and determine if the Technical Proposals meet the Minimum Quality Criteria set forth below, and the evaluation team shall then evaluate the proposals that meet such criteria according to the Comparative Evaluation Criteria in the RFP. Any proposal failing to meet the Minimum Quality Criteria will be eliminated from further review.

The Town may require public presentations of Technical Proposals by Proposers. If presentations are required, they shall be required of the three top-ranked proposers. The Town reserves the right to request or obtain additional information about any and all responses.

The evaluation team will review Technical Proposals that satisfy the Minimum Quality Criteria and, for each such proposal, shall create a written evaluation that shall specify:

- (1) for each comparative evaluation criterion, a rating of each proposal as highly advantageous, advantageous, not advantageous, or unacceptable, and the reasons for the rating; and
- (2) a composite rating for each proposal, and the reasons for the rating.

After evaluations have been completed, the Procurement Officer shall open the price proposals. The Contract will be awarded to the a responsive, responsible Proposer whose proposal is the most advantageous proposal taking into consideration price and the evaluation criteria set forth in the request for proposals within 30 days of receipt of proposals.

## I. EVALUATION CRITERIA

All technical proposals that satisfy the Minimum Quality Criteria listed below shall proceed to evaluation according to the Comparative Evaluation Criteria listed below. Each Technical Proposal must address each of the points under the Minimum Quality Criteria and, for those proposals that satisfy such criterion and proceed to further evaluation, under the Comparative Evaluation Criteria. If presentations/interviews are required, the three top-ranked offerors will be invited. Any proposal failing to meet the Minimum Quality Criteria will be eliminated from further review.

### 1. MINIMUM QUALITY CRITERIA

Each proposer must meet all the following minimum criteria in order to be considered for further evaluation:

- a. complete proposal response, signed, and all requested submittals provided;
- b. has a minimum of five (5) years of experience in planning, particularly for local and statewide emergency operations plans;
- c. knowledge and understanding of natural and manmade hazards, the Commonwealth of Massachusetts Comprehensive Emergency Management Plan, State Hazard Mitigation Plan, and FEMA's latest requirements for emergency operations and recovery planning by demonstrating completion of at least five (5) similar projects.

### 2. COMPARATIVE EVALUATION CRITERIA

The following ratings will be used to measure the relative merits of each proposal, which has met the Minimum Evaluation Criteria established above. Those proposals that do not meet the Minimum Criteria will be judged Unacceptable.

Highly advantageous - proposal excels on a specific criterion;

Advantageous - proposal fully meets the evaluation standard, which has been specified;

Not advantageous - proposal does not fully meet the evaluation standard, is unclear and/or incomplete.

The following criteria will be used for comparative purposes:

	<b>Highly Advantageous</b>	<b>Advantageous</b>	<b>Not Advantageous</b>
1. Years of Experience	More than Ten	Ten	Six to Nine
2. Positive references response for similar work in coastal communities/counties of 500,000-100,000 population	More than Three	Three	One to Two
3. Experience with similar projects using current FEMA planning requirements and methodologies	More than Ten	Six to Ten	One to Five
4. Writing , verbal, graphic communication skills	Multiple examples as lead agency	Multiple examples as team member	Some examples as team member
5. Special areas of expertise*	Five to Six Areas	Three to Four Areas	One to Two Areas

\*emergency management, debris management, hazard mitigation, historic preservation, GIS

**J. MISCELLANEOUS ARTICLES**

1. All questions regarding the project or the specifications must be submitted in writing to Pamela D. Hagler, Procurement Officer, via email to [phagler@townhall.plymouth.ma.us](mailto:phagler@townhall.plymouth.ma.us) or faxed to 508-830-4133. Questions must be received no later than five (5) days before the deadline for receipt of proposals. At the discretion of the Town, questions will be answered by written addenda. Proposers are instructed not to contact staff with questions and may not rely upon oral responses to questions.

2. The Procurement Officer shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. An offeror may correct, modify, or withdraw a proposal by

written notice received in the office designated in the invitation for proposals prior to the time and date set for the proposal opening. After proposal opening, an offeror may not change the price or any other provision of the proposal in a manner prejudicial to the interests of the governmental body or fair competition. The Procurement Officer shall waive minor informalities or allow the offeror to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal, the Procurement Officer shall correct the mistake to reflect the intended correct proposal and so notify the offeror in writing, and the offeror may not withdraw the proposal. An offeror may withdraw a proposal if a mistake is clearly evident on the face of the proposal but the intended correct proposal is not similarly evident.

3. The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

A. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- (1) **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit. **The Town and shall be named as an "Additional Insured"**.
- (2) **Automobile Liability** (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured"**.
- (3) **'Workers' Compensation Insurance** as required by law, including Employers Liability Part B.
- (4) **Property Coverage** for materials and supplies being transported by the contractor as the Town's Property Contract provides coverage for personal property within 1,000 feet of the premises.
- (5) **Umbrella Liability** of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. **The Town shall be named as an Additional Insured.**

- B. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.
- C. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Contractor shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.
- D. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

4. The Successful Proposer shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.

5. Bid Status Information:

**Addenda:** If you received bid documents from the Town and provided the Town with an accurate email address or fax number for delivery of addenda, the Town intends to deliver notification of each addendum to you at such address or fax number, but the Town shall not be responsible for any failure of a bidder to receive any addenda for any reason. All addenda will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids>.

Notwithstanding the foregoing, bidders are solely responsible to check

for and confirm their receipt of any addenda in advance of the bid deadline.

**A register of Proposals, when available,** will be available on the Town's website at <http://www.plymouth-ma.gov/bid-results>.

Bid results will not be provided over the phone.

**Notification of award of contract** will be mailed to all bidders and/or posted on the Town's website.

OWNER/CONTRACTOR AGREEMENT

This Agreement made this the \_\_\_\_\_ Day of \_\_\_\_\_, 2016, by and between the Town of Plymouth, a municipal corporation, having an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and **(vendor)**, a **(entity type)**, with a usual place of business at **(address)** hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The CONTRACTOR shall provide required services associated with development of Comprehensive Emergency Operations Plan and Community Recovery Plan, in accordance with and upon the terms and prices outlined in the proposal submitted by the CONTRACTOR for Request for Proposal 21603, incorporated by reference and specifically made a part of this Agreement.
2. The cost of all labor, materials, and incidental expenses needed to accomplish said work shall not exceed the prices as shown in the proposal submitted by the CONTRACTOR.
3. The terms of this agreement shall expire on \_\_\_\_\_.
4. Nothing in the Agreement shall preclude the TOWN from purchasing said services from another vendor should the CONTRACTOR fail to provide the TOWN with the specified services herein.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.
6. In no case shall the CONTRACTOR act, hold itself out as, or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all time shall be based on the CONTRACTOR being an independent contractor.
7. The CONTRACTOR acknowledges and agrees that it is responsible as

an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability benefits Act or other employee benefit act.

IN WITNESS WHEREOF, the parties hereto have duly affixed their hands and seals on the day and year first above written.

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NAME OF PROPOSER

Prices must be submitted on this form table and submitted in a sealed envelope separate from the non-price (technical) proposal. Prices submitted on any other form will not be considered valid. Please return this form and the non-price proposal to:

Procurement Division  
ATTN: Procurement Officer  
Town Office Building  
11 Lincoln Street  
Plymouth, MA 02360

**Technical proposals and bid proposals must be received by 12:00 p.m., Friday, January 22, 2016.** Postmarks will not be considered. All non-price proposals will be publicly opened and recorded at the above address, date and time. All offers are subject to Specifications 21603. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to furnish all such services described in the Scope of Work and Specifications 21603 for the following prices and that said prices will be good for 3 years.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES:

Bidder has carefully read and examined all the documents herein referred to and knows and understands the terms and provisions therein.

No person in the employ of the Town of Plymouth has any pecuniary interest in this proposal or in the contract for the work which is proposed.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THE FOLLOWING:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint

venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L.c.62C, s.49A that it, to the best of its knowledge and belief, complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors and withholding and remitting of child support.

It is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

DEVELOPMENT OF COMPREHENSIVE EMERGENCY OPERATIONS PLAN AND COMMUNITY RECOVERY PLAN, AS SPECIFIED

\$ \_\_\_\_\_

Please note any exceptions on separate contractor letterhead.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # \_\_\_\_\_ \*

\*To be filled in by bidder if addenda are issued.

PROPOSER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Printed Name and Title

COUNTY \_\_\_\_\_

PHONE \_\_\_\_\_

\_\_\_\_\_  
Date Offered

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

TAX I.D. NUMBER \_\_\_\_\_

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_ duly called and held on \_\_\_\_\_  
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That \_\_\_\_\_  
(Name of Individual)

the \_\_\_\_\_ of the Corporation, hereby is authorized  
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation)  
and not otherwise.

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE:** This form must be completed if the contractor is a corporation.