

RFP 48-08

City of Concord, New Hampshire

Purchasing Division

Energy Solicitation - Fuels

City of Concord, St. Paul's School,
Bow School District, Merrimack Valley School District

Prepared for, and in coordination with:

St. Paul's School, Bow School District and Merrimack Valley School District

Contract Documents
Proposal Documents
Specifications

Firm: _____

Proposal Due Date/Time: June 17, 2008 Not Later Than 12:00 PM (et)





City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.onconcord.com/purchasing

REQUEST FOR PROPOSALS

The City of Concord, St. Paul's School, Bow School District and Merrimack Valley School District (each referred to as "Party" and collectively as the "Parties") wish to engage the services of a qualified private firm to provide fuel supply for the Facilities provided herein. The firm must be lawfully engaged as a registered supplier with the state of New Hampshire.

Proposals must be received not later than **12:00 PM on June 17, 2008** from interested firms, to be eligible for consideration by the Parties. Each proposal/response shall be submitted to the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 by email to Mr. Douglas B. Ross, Purchasing Agent at DRoss@onconcord.com with the following in the email subject line:

"RFP 48-08; Fuels Solicitation; New Hampshire Energy Group"

Requests may be issued only by the Purchasing Agent, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Agent.

Complete copies of RFP 48-08 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or on-line at www.onconcord.com/purchasing.

All proposals received will be considered confidential and not available for public review until after a Supplier has been selected.

The Parties reserve the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the Parties, or to purchase on the open market if it is considered in the best interest of the Parties to do so.

Introduction

The City of Concord, St. Paul’s School, Bow School District and Merrimack Valley School District (each referred to as “Party” and collectively as the “Parties”), seek proposals from interested firms registered to provide fuel supply services in the State of New Hampshire. On behalf of the Parties, the City of Concord along with the Axsess Group (“Axsess”), is issuing this Energy Solicitation (“Solicitation”) seeking proposals for firm fuel supply for the specific requirements shown in Attachment 1.

The fuel types included in this solicitation are #2 fuel oil, gasoline (87 and 89 Octane), ultra low sulfur diesel, propane and dyed K-1. We understand that some firms may desire to bid on some fuels and not on others. This solicitation requests proposals for supply to serve **one or more** of the fuels listed. We request that you provide a proposal which addresses the terms and structures requested and encourage additional proposal structures which you believe may be beneficial and should be considered. At minimum, proposals shall include, for each fuel type for which you are submitting a proposal, a firm-fixed price and an indexed price for each individual Party and, if lower than the lowest comparable individual price, an aggregated price for the Parties for a twelve (12) month period beginning July 2008, with the exception of certain fuel types for the City of Concord. Alternative supply periods may be proposed if suppliers believe they provide value. Suppliers must clearly define the proposed supply period and must provide complete pricing information for the aggregate load, as well as for the individual accounts for each Party. Suppliers may also offer alternative pricing options that may provide value to the Parties.

This solicitation and associated attachments contain the following:

- Customer Information listed by each participating Party
- Proposal Requirements
- Proposal Instructions, Evaluation Criteria, Schedule
- General Terms and Conditions
- Supplier Proposal Forms
- Acknowledgement Form
- Specifications Exception Form
- Business and Taxpayer Identification Form
- Indemnification Agreement
- Insurance Requirements
- Proposal Evaluation Form
- No Proposal Questionnaire

We look forward to receiving your proposal and potentially entering into a successful energy supply agreement with your firm.

Client Information

Name	City of Concord
Address	41 Green Street Concord, NH 03301
D-U-N-S #	07-397-6680
T.I.N.	02-6000177
Fuels Solicited	<ul style="list-style-type: none"> • #2 Fuel Oil • Gasoline (87 and 89 octane) • Ultra Low Sulfur Diesel • Propane • Kerosene
Tax Exempt	<ul style="list-style-type: none"> • Yes
Facilities	<ul style="list-style-type: none"> • See Attachment 1

Name	St. Paul's School
Address	325 Pleasant Street Concord, NH
T.I.N.	02-0222227
Fuels Solicited	<ul style="list-style-type: none"> • #2 Fuel Oil • Gasoline • Ultra Low Sulfur Diesel • Propane
Tax Exempt	<ul style="list-style-type: none"> • Yes
Facilities	<ul style="list-style-type: none"> • See Attachment 1

Name	Bow School District
Address	32 White Rock Hill Road Bow, NH 03304
T.I.N.	02-6000082
Fuels Solicited	<ul style="list-style-type: none">• #2 Fuel Oil
Tax Exempt	<ul style="list-style-type: none">• Yes
Facilities	<ul style="list-style-type: none">• See Attachment 1

Name	Merrimack Valley School District
Address	105 Community Drive Penacook, NH
T.I.N.	02-0270194
Fuels Solicited	<ul style="list-style-type: none">• #2 Fuel Oil
Tax Exempt	<ul style="list-style-type: none">• Yes
Facilities	<ul style="list-style-type: none">• See Attachment 1

Proposal Requirements

Character of Service

- ❖ Parties require firm delivery of 100% of the fuel requirements described herein
- ❖ Delivery point – facilities listed above and provided in Attachment 1
- ❖ Title and ownership of fuel supply shall pass to the Parties upon safe transfer of product to each facility and signed acceptance by authorized personnel

Commodity Types

- ❖ Suppliers may submit proposals for all or some of the commodities sought in this solicitation.
 - City of Concord: #2 fuel oil, 87 gasoline, 89 premium gasoline, ultra low sulfur diesel, propane and kerosene
 - St. Paul's School: #2 fuel oil, 87 gasoline, ultra low sulfur diesel and propane
 - Bow School District: #2 fuel oil
 - Merrimack Valley School District: #2 fuel oil

Term/ Start Date

- ❖ Parties request pricing for following periods
 - City of Concord:
 - #2 - 12 months: July 1, 2008 to June 30, 2009
 - Diesel, Gasoline, K-1 -11 months: October 1, 2008 to September 30, 2009
 - St. Paul's School:
 - #2, Diesel, Gasoline - 12 months: July 1, 2008 to June 30, 2008
 - Propane – 12 months: August 1, 2008 to July 31, 2009
 - Bow School District:
 - #2 - 12 months: July 1, 2008 to June 30, 2009
 - Merrimack Valley School District:
 - #2 - 12 months: July 1, 2008 to June 30, 2009
- ❖ Suppliers may propose other periods they believe may provide value to the Parties.

Pricing - Parties request the following pricing:

- ❖ Fixed price proposals.
- ❖ Indexed price proposals – a price structure that is tied to a relevant, industry recognized index (e.g., Journal of Commerce, Platts, etc.)
 - Parties' prefer, under an Index price structure, the ability to convert pricing for forward month periods to fixed prices; proposals should confirm this option and provide detail as to the process for converting indexed to fixed pricing.
- ❖ Other structures which the supplier believes may be attractive and provide additional value.
- ❖ All proposals should include any and all costs to deliver the fuel to the Parties' facility(ies).
- ❖ Suppliers are requested to note whether altering deliveries or delivery schedule will lower cost.

Usage

- ❖ Contract volumes: Parties' requirements/usage at each facility is shown in Attachment 1; the monthly data provided in Attachment 1 is indicative and will vary depending upon weather.
- ❖ Fixed price supply agreements – in the event a Party enters into a fixed price agreement the following price and volume characteristics are required
 - Contract period usage variation (swing)
 - Underuse - Any contract volumes not taken during the contract period shall be carried forward at the contract price for a period of no greater than 90 days. That is, the Customer may take all remaining volumes within 90

days following the end of the contract term at no penalty. For volumes not taken after the 90 day period, and in the event market prices are lower than contract prices, Customer will be required to pay the supplier the difference.

- Overuse – Customer may, during the contract period, take volumes above the contract total. Any such additional volumes taken up to 10% greater than the contract volume will be priced at the fixed contract price. Any such volumes taken in excess of 110% of the contract volume will be priced at a pre-determined market index plus a fixed adder (to be identified in the contract).
- ❖ Indexed price supply agreements – in the event a Party enters into an indexed price or variable price agreement the following price and volume characteristics are required
 - Minimum volume commitment – 90% of indicated contract volume
 - Maximum contract volume – none
 - Pricing
 - For all indexed volumes the price will be the pre-determined market index plus a fixed adder
 - For all index priced contracts, the supplier agrees that it will provide to the Party, by e-mail on a daily basis (or as frequently as the associated index is published), the specific index value (and any other associated information) for the relevant period (e.g., day, week, month). Such values will allow the customer to understand its price exposure and responsibility and ultimately verify invoices provided.
- ❖ Employee Preferred Pricing Option – Parties request suppliers offer a preferred pricing option for #2 fuel oil and propane for employees residing within the geographic footprint served by the supplier. Supplier shall provide information on employee discount programs including pricing and delivery options.

Other

- ❖ Invoices-all invoices must provide all unit price components and volumes associated with the invoice charges (i.e., all index values and relevant information)
- ❖ For each fuel type proposal, responses must include pricing for the aggregated load and for each individual Party's load.
- ❖ City Human Services Clients – For specified accounts, the City of Concord has the following requirements:
 - A 125 gallon minimum delivery requirement
 - A delivery response time as follows:
 - Requests for delivery made prior to 12 noon will be guaranteed a delivery the same day
 - Requests for delivery made after 12 noon will be guaranteed a delivery by 2:00 PM the next business day.
- ❖ Delivery Default
 - Auto-fill: The successful bidder shall at all times be responsible, where applicable, for maintaining sufficient fuel supply in all tanks that are on Automatic-Fill, and will be held liable for damages or loss resulting from insufficient fuel supply. Specifically, on any occasion that a tank runs out of fuel the supplier will incur a penalty equal to 10% of the contract price times the maximum tank volume of the tank that ran out of fuel. Once the Customer calls the supplier and requests a fill, the supplier will be required to fill the tank within two (2) hours. Failure to fill the tank within two (2) hours shall be considered a default and if the Party(s) is forced to secure supply from another third-party supplier, the supplier in default shall be responsible to reimburse the Party(s) for the difference in price between the delivered price from the new third-party and the contract price from the supplier plus an administrative fee of 20% of the total delivered cost.
 - Call for fill: The successful bidder shall at all times be responsible, where applicable, to deliver supply in response to a "Call for Fill" within 24 hours from the request for Fill, provided such request for Fill is made by the Party(s) between the hours of 8:00 AM and 3:00 PM. Failure to deliver such requested supply shall be considered a default and if the Party(s) is forced to secure supply from another third-party supplier, the supplier in default shall be responsible to reimburse the Party(s) for the difference in price between the delivered price and the contract price plus an administrative fee of 20% of the total delivered cost.
- ❖ It shall be the responsibility of each vendor to make itself aware of the conditions of delivering to each facility. The submission of a bid shall be evidence that the bidder has satisfied itself of any conditions or requirements for delivery and that it can meet all delivery requirements.

Proposal Instructions, Evaluation Criteria, Schedule

- ❖ Supplier qualifications and capabilities will be a factor in the selection process.
- ❖ Suppliers may submit any supporting information that will be beneficial in evaluating supplier and supplier proposals.
- ❖ Evaluations will take into consideration supplier responsiveness, price structure, supplier financial viability, Supplier experience and market presence. The evaluation criteria are provided with this RFP.
- ❖ Suppliers are **required** to provide a copy of their proposed supply contract with their supply proposal.
- ❖ Parties reserve the right to reject all proposals and to terminate this Solicitation.
- ❖ This Solicitation does not obligate Parties to negotiate a contract with any supplier.
- ❖ Suppliers **must** provide 1 original and 3 copies of the full proposal.

Proposals Due	June 17, 2008 12:00 PM (et)
Inquiries	<p>All inquiries regarding this solicitation must be directed by <u>email ONLY</u> to:</p> <p style="text-align: center;">Mr. Douglas Ross – City of Concord, Purchasing e-mail: dross@onconcord.com</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Copy to: Mr. Tony Aguiar - Axsess Group e-mail: aguiart@axsessgroup.com</p>
Proposals <i>(NOTE: Fax or email copies of proposal WILL NOT be accepted)</i>	<p>All proposals must be submitted by e-mail only to:</p> <p style="text-align: center;">Mr. Douglas Ross – City of Concord, Purchasing e-mail: dross@onconcord.com</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Copy to: Mr. Tony Aguiar - Axsess Group e-mail: aguiart@axsessgroup.com</p>

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the Parties. The Parties acknowledge that fixed pricing proposals may be refreshed during the sixty (60) day period.

Any questions or inquiries must be submitted in writing by email as directed above. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The Supplier may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the Supplier.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the RFP, and on the forms provided unless otherwise specified.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed or e-mailed request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to or on the date and time defined in the RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a Supplier has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local New Hampshire Supplier and an out-of-state Supplier, preference will be given to the local Supplier. If a tie proposal exists between two local Suppliers, or two out-of-town Suppliers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the Parties to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The Parties reserve the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Parties to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a Supplier is responsible, the Parties, at their discretion, may obtain technical support from outside sources. Each Supplier will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the Parties shall be in response to the proposal and subsequent discussions. It is the policy of the Parties that contracts are awarded only to responsive and responsible Proposers. The Proposal Evaluation Form provided with this RFP will be utilized by the Parties. In order to qualify as responsive and responsible, a prospective Supplier must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance;
- Adhere to the specifications of this proposal and provide all documentation required of this proposal;
- Provide attractive General and Specific terms and conditions

The Parties reserve the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the Parties; or to purchase on the open market if it is considered in the best interest of the Parties to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The Parties reserve the right to incorporate minor modifications, which may be required by it. The Supplier will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The Parties reserve the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the Parties.

CONTRACT:

Any Contract between the Parties and the Supplier shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Supplier's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the Parties reserve the right to clarify any contractual relationship in writing with the concurrence of the Supplier, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Supplier's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the Parties within ten (10) calendar days from the date mailed or otherwise delivered to the successful proposer.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the Parties shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Supplier. Delivery of the fully executed agreement, along with a Notice to Proceed and a purchase order issued by each Party, to the Supplier shall constitute the Parties approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the Parties, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful Supplier shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the Parties, at the Supplier's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Supplier's performance hereunder and shall furnish to the Parties certificates of such insurance and renewals thereof signed by the issuing company or agent upon the Parties' request. Such certificates shall name each Party as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the Parties.

The Parties examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Supplier's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the Parties, the Supplier shall, or shall cause any carrier engaged by the Supplier, to insure all shipments of goods for full value.

If the agreement with the Supplier involves the performance of work by the Supplier's employees at property owned or leased by the Parties, the Supplier shall furnish such additional insurance as the Parties may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the Supplier be deemed to be the employees of, or under the direction or control of the Parties for any purpose whatsoever.

WORKER'S COMPENSATION:

All Proposers and subcontractors at every tier under the Proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Supplier shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Supplier shall violate any of the covenants, agreements or stipulations of any Contract, the Parties shall thereupon have the right to terminate any Contract by giving written notice to the Supplier of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Supplier under this Contract shall become the Parties' property and the Supplier shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Supplier shall not be relieved of liability to the Parties for damages sustained by the Parties by virtue of any breach of any contract, and the Parties may withhold any payments until such time as the exact amount of damages due the Parties is determined.

ASSIGNMENT PROVISION:

The Supplier hereby agrees that it will assign to the Parties all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Parties under this contract if so requested by the Parties.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the Parties and the successful Supplier shall belong exclusively to the Parties.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the Party. The invoice must include an itemization of all billable costs including unit list price, net price, extensions and total amount due.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the Parties and receipt of invoice, whichever is later, unless alternative payment terms as discussed in the RFP offer quantitative benefits to the Parties.

TAX:

The Parties are exempt from all sales and Federal excise taxes.

FUNDING OUT:

The Parties' obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Parties may terminate the contract, for non-appropriation of funds, and all payment obligations of the Parties cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Parties.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the Parties reserve the right to obtain these services from any other Supplier.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Supplier to make available at the Supplier's place of business, upon demand, all price lists, documents and other records pertaining to purchases made under contract for the purposes of audit by the Parties.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

DEFINITIONS:

Proposal shall also mean quotation, bids, offer, qualification/experience statement, and services.

Proposers shall also mean Suppliers, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the State of New Hampshire. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

Supplier Proposal Form – City of Concord

Fuel Type – #2 Fuel Oil:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
12 Month July 1, 2008 to June 30, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u>
Address _____ _____ _____	
Phone _____	<u>Title</u>
Fax _____	<u>Signature</u>
E-mail _____	<u>Date</u>

Supplier Proposal Form – City of Concord

Fuel Type – ULS Diesel:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
<i>(please note if there's a surcharge or discount for dyed product)</i>		
11 Month October 1, 2008 to September 30, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Dyed Products	Surcharge/Discount value for Dyed product	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u>
Address _____ _____	<u>Title</u>
Phone _____	<u>Signature</u>
Fax _____ E-mail _____	<u>Date</u>

Supplier Proposal Form – City of Concord

Fuel Type – Gasoline:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
11 Month October 1, 2008 to September 30, 2009	Fixed Price (87 Octane / 89 Octane): _____ / _____ Indexed Price (87 Octane / 89 Octane): _____ / _____ Other Structure (87 Octane / 89 Octane): _____ / _____	
Other		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u> <u>Title</u> <u>Signature</u> <u>Date</u>
Address _____ _____ _____	
Phone _____	
Fax _____	
E-mail _____	

Supplier Proposal Form – City of Concord

Fuel Type – Kerosene:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
11 Month October 1, 2008 to September 30, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u> <u>Title</u> <u>Signature</u> <u>Date</u>
Address _____ _____ _____	
Phone _____	
Fax _____	
E-mail _____	

Supplier Proposal Form – City of Concord

Fuel Type – Propane:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
12 Month August 1, 2008 to July 31, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u> <u>Title</u> <u>Signature</u> <u>Date</u>
Address _____ _____ _____	
Phone _____	
Fax _____	
E-mail _____	

Supplier Proposal Form – St. Paul's School

Fuel Type – #2 Fuel Oil:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
12 Month July 1, 2008 to June 30, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u> <u>Title</u> <u>Signature</u> <u>Date</u>
Address _____ _____ _____	
Phone _____	
Fax _____	
E-mail _____	

Supplier Proposal Form – St. Paul's School

Fuel Type – ULS Diesel:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
<i>(please note if there's a surcharge or discount for dyed product)</i>		
12 Month July 1, 2008 to June 30, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Dyed Products	Surcharge/Discount value for Dyed product	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u>
Address _____ _____	<u>Title</u>
Phone _____	<u>Signature</u>
Fax _____ E-mail _____	<u>Date</u>

Supplier Proposal Form – St. Paul's School

Fuel Type – Gasoline:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
12 Month July 1, 2008 to June 30, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u> <u>Title</u> <u>Signature</u> <u>Date</u>
Address _____ _____ _____	
Phone _____	
Fax _____	
E-mail _____	

Supplier Proposal Form – St. Paul's School

Fuel Type – Propane:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
12 Month August 1, 2008 to July 31, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u> <u>Title</u> <u>Signature</u> <u>Date</u>
Address _____ _____ _____	
Phone _____	
Fax _____	
E-mail _____	

Supplier Proposal Form – Bow School District

Fuel Type – #2Fuel Oil:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
12 Month July 1, 2008 to June 30, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u>
Address _____ _____ _____	
Phone _____	<u>Title</u>
Fax _____	<u>Signature</u>
E-mail _____	<u>Date</u>

Supplier Proposal Form – Merrimack Valley School District

Fuel Type – #2Fuel Oil:

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments
12 Month July 1, 2008 to June 30, 2009	Fixed Price: _____ Indexed Price: _____ Other Structure: _____	
Other		
Attach additional sheets if more space is required		
Other comments, notes, etc.		

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u>
Address _____ _____ _____	
Phone _____	<u>Title</u>
Fax _____	<u>Signature</u>
E-mail _____	<u>Date</u>

Supplier Proposal Form – Aggregate Parties Load

Fuel Type – _____ :

(Please fill in; make additional copies as necessary)

Term	Pricing (\$/gal)	Ts&Cs / Comments	
	Fixed Price: _____ Indexed Price: _____ Other Structure: _____		
Other			
Attach additional sheets if more space is required			
Other comments, notes, etc.			

Supplier Information and Authorized Signature

Company Name _____	<u>Authorized Supplier Representative</u> <u>Title</u> <u>Signature</u> <u>Date</u>
Address _____	

Phone _____	
Fax _____	
E-mail _____	

ACKNOWLEDGEMENT

THE UNDERSIGNED ACKNOWLEDGES:

1. That He/She Is An Authorized Agent Of The Supplier Submitting This Proposal
2. The Receipt Of The Following Addenda _____
3. The Firm Submitting This Proposal Has Never Defaulted On Any Municipal, County, State, Federal Or Private Contract

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PAYMENT TERMS AND CONDITIONS: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Agent
41 Green Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: June 17, 2008; Not Later Than 12:00 PM

SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our terms, conditions and specifications.

It should not be the responsibility of the Parties to ferret out information concerning the equipment/goods/supplies/services which you intend to furnish.

If your proposal does not meet all of our specifications or you take exception to any terms and conditions you **must** so state in the space provided below:

Signed: _____

I DO meet specifications and agree to all terms and conditions

Signed: _____

I DO NOT meet specifications as listed in this proposal and/or agree to all terms and conditions; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form W-9 <small>(rev 5/06)</small>	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
---	---	---

Name (as shown on your income tax return) _____		
Business name, if different from above _____		
Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> _____		Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.) _____		Requester's name and address (optional) City of Concord Finance Department 41 Green Street Concord NH 03301 _____
City, state, and ZIP code _____		
List account number(s) here (optional) _____		

Part I	Taxpayer Identification Number (TIN)
---------------	--------------------------------------

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid _____ backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number – _____	Employer identification number – _____
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Part II	Certification
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here _____	Signature of U.S. Person _____	Date: _____
------------------------	--------------------------------	-------------

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on

each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the Parties, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Parties for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Parties or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Insurance Requirements

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input checked="" type="checkbox"/> Underground/Explosion and Collapse	\$1,000,000

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

<input type="checkbox"/> 1. Professional/Errors & Omissions	NA
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input checked="" type="checkbox"/> 5. Environmental – Pollution Liability	\$1,000,000
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

(X) The Parties must be named as Additional Insured

<u>PROPOSAL EVALUATION FORM</u>			
FIRM: _____	DATE: _____		
PROJECT: <u>RFP69-06, ENERGY SOLICITATION-FUELS</u>			
DEPARTMENT/DIVISION: <u>FINANCE/PURCHASING</u>			
RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Adhere to Specifications and Provide all Required Documentation	5		
Pricing	30		
<u>Supplier:</u>			
Demonstrated Record of Satisfactory Performance	10		
Experience, Qualifications, Organization, Technical and Professional Qualifications, Skills and Facilities	10		
Ability to Comply with Proposed/Required Time of Completion or Performance Schedule	10		
Provide Attractive General and Specific Terms and Conditions	25		
Adequate Financial Resources for Performance or Ability to Acquire Such Resources	10		
Total:			
<p>Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10</p> <p>Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The Supplier with the highest Total Score is awarded the contract.</p>			

City of Concord
Purchasing Division
CITY HALL 41 GREEN STREET
CONCORD, NEW HAMPSHIRE 03301
(603) 225-8530
FAX: (603) 230-3656

Reference: RFP 48-08

If you choose not to submit a proposal, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

Douglas B. Ross
Purchasing Agent

* * * * No Proposal Questionnaire * * * *

No proposal is submitted in reply to the Parties Request for Proposals for RFP 48-08, Energy Solicitation-Fuels, for the following reasons:

- _____ Item/service not supplied by our company.
- _____ Proposal specifications (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Past experience with any of the Parties (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to RFP.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to specifications.
- _____ Other reason(s), please specify: _____

Company Name and Address: _____

Phone: (_____) _____

(Signature)

(Typed/Printed Name & Title)