

**RFP 47-08**

City of Concord, New Hampshire

Purchasing Division

**Energy Solicitation - Natural Gas**

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

Contract Documents  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**Proposal Due Date/Time: May 15, 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](http://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 natural gas 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 May 15, 2008** from interested firms, to be eligible for consideration by the Parties. Delivery of proposals shall be by email as discussed on page 8 of this RFP.

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 47-08 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](http://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 natural gas 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 natural gas supply for the specific requirements shown in Attachment 1.

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 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 periods requested. 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
- Alternate W-9 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**

<b>Name</b>	<b>City of Concord</b>
<b>Address</b>	41 Green Street Concord, NH 03301
<b>D-U-N-S #</b>	07-397-6680
<b>T.I.N.</b>	02-6000177
<b># of Accounts</b>	<ul style="list-style-type: none"><li>• NGrid/KeySpan-EnergyNorth</li><li>• 25 (G41-19, G42-4, G51-2)</li><li>• 1 G42 account Daily metered with telemetry</li></ul>
<b>Usage</b>	Approximately 21,000 dth/yr
<b>Tax Exempt</b>	Yes
<b>Facilities</b>	See attachment

**Client Information**

<b>Name</b>	<b>St. Paul's School</b>
<b>Address</b>	325 Pleasant Street Concord, NH
<b>T.I.N.</b>	02-0222227
<b># of Accounts</b>	<ul style="list-style-type: none"> <li>• NGrid/KeySpan-EnergyNorth</li> <li>• Campus 9 (G41-3, G42-3, G51-1, G52-2)</li> <li>• Central Plant 1 (G54-1)</li> <li>• 1 G54 account daily metered with telemetry</li> <li>• G54 account dual fuel</li> </ul>
<b>Usage</b>	<p>Campus - Approximately 11,000 dth/yr</p> <p>Central Plant *</p> <p>Scenario 1 (all gas)</p> <ul style="list-style-type: none"> <li>– Nov 08 to Jun 09: 77,500 dth</li> <li>– July 09 to Jun 10: 85,000 dth</li> </ul> <p>Scenario 2 (partial gas)</p> <ul style="list-style-type: none"> <li>– Nov 08 to Jun 09: 32,000 dth</li> <li>– July 09 to Jun 10: 39,000 dth</li> </ul>
<b>Tax Exempt</b>	Yes
<b>Facilities</b>	See attachment

\* *Natural Gas Capacity and Pressure – Suppliers are advised that under the Customer's long-term agreement with KeySpan Energy Delivery, N.E., the Customer is limited to a maximum capacity requirement of 55,000 cubic feet per hour. Further, the Customer requires natural gas pressures at the outlet of utility meter of 10 psig and KeySpan Energy Delivery, N.E. will make its best efforts to supply such pressure. While the agreement between the Customer and the utility is for 365 days, if natural gas pressures of 10 psig at the outlet of the utility meter is not available from KeySpan Energy Delivery, N.E. on any given day, the Customer is limited to burn fuel oil only. Suppliers are advised to consider this limitation and acknowledge that any proposal and associated pricing submitted has taken this into account.*

**Client Information**

<b>Name</b>	<b>Bow School District</b>
<b>Address</b>	32 White Rock Hill Road Bow, NH 03304
<b>T.I.N.</b>	02-6000082
<b># of Accounts</b>	<ul style="list-style-type: none"> <li>• NGrid/KeySpan-EnergyNorth</li> <li>• 3 (G41-1, G42-1, G43-1)</li> </ul>
<b>Usage</b>	Approximately 17,000 dth/yr
<b>Tax Exempt</b>	Yes
<b>Facilities</b>	See attachment

<b>Name</b>	<b>Merrimack Valley School District</b>
<b>Address</b>	105 Community Drive Penacook, NH
<b>T.I.N.</b>	02-0270194
<b># of Accounts</b>	<ul style="list-style-type: none"> <li>• NGrid/KeySpan-EnergyNorth</li> <li>• 4 (G41-1, G42-2, G43-1)</li> <li>•</li> </ul>
<b>Usage</b>	Approximately 8,000 dth/yr
<b>Tax Exempt</b>	Yes
<b>Facilities</b>	See attachment

## **Proposal Requirements**

### **Character of Service**

- ◆ Parties require firm service
- ◆ Delivery point – Parties’ citygate meter with NGrid/KeySpan Energy Delivery
- ◆ Parties require firm delivery of 100% of the fuel requirements described herein

NOTE: St. Paul’s School Central Plant account

St. Paul’s School has 9 campus accounts and 1 central plant account. The central plant account is dual fuel capable using both natural gas and # 6 (0.5%S) fuel oil.

SPS will also be issuing a solicitation for #6 pricing and will contract for volumes of natural gas and/or #6 based on market pricing/conditions. This solicitation seeks pricing for natural gas service for the two usage scenarios. All suppliers of natural gas are encouraged to provide proposals for this solicitation regardless of whether they plan to respond to the #6 fuel oil solicitation.

This solicitation presents 2 usage scenarios for natural gas for the central plant. Additionally, we are requesting in this solicitation that suppliers consider offering pricing for this dual fuel account under one or more of the following structures: BTU pricing, Recall option.

### **Term/ Start Date**

- ◆ Parties request pricing for following periods, service to begin on earliest possible date based on utility billing cycle and switching deadlines
  - 12 months – July 1, 2008 through June 30, 2009
  - 24 months – July 1, 2008 through June 30, 2010
  - Service for St. Paul’s School’s G54 account to commence in November 2008; please provide pricing for:
    - November 1, 2008 through June 30, 2009
    - November 1, 2008 through June 30, 2010
- ◆ Suppliers may propose other periods they believe may provide value to the Parties.

### **Pricing**

- ◆ Fixed Price
  - Fixed price supply to the citygate
- ◆ Index Price
  - Equal to NYMEX plus fixed Basis proposal
  - The NYMEX component should be equal to the final NYMEX settlement price for the applicable month

- Parties desire the right to lock NYMEX for future months. In the event Parties has not locked the price for any portion of the volume of a given month, supplier's charge for that month will be the contracted basis for that month plus that month's settlement price; (please describe forward month price locking allowance; i.e., monthly, seasonal, etc.)
- ◆ Other – suppliers may submit for consideration other price structures they believe may be attractive
- ◆ Pricing Point – all proposals should reflect price at citygate
- ◆ Delivery tolerances – suppliers are requested to submit pricing for the following swing tolerances
  - 0% monthly – any usage greater or less than a monthly contract quantity is cashed out at market rates
  - 10% monthly – any usage greater than 110% of a monthly contract quantity or less than 90% of a monthly contract quantity is cashed out at market rates
  - 100% swing – all usage is priced at the contract price; no penalties or charges for usage greater or less than contract quantities

**St. Paul's School (central plant acct)**

- ◆ Suppliers are asked to consider submitting proposals for the following:
  - BTU pricing; this option envisions the supplier providing both fuels on a BTU price basis. Suppliers shall provide fixed and indexed pricing for this option as discussed below.
  - Recall option pricing – SPS will entertain proposals which provide recall rights to the Supplier. Suppliers are asked to provide pricing based on i) up to 10 days of recall, and ii) up to 20 days of recall.

**Usage**

- ◆ Parties' requirements/usage for each account is shown in Attachment and on invoices.
- ◆ Please note that usage on Keyspan-EnergyNorth is in dry therms up through February 1, 2007. Effective February 1, 2007 Keyspan usage is reported on the Parties' invoices in wet therms.

**Other**

- ◆ Proposal responses should clearly state the following (in addition to language in contract form):
  - Payment terms
  - Any cost components that are not included in the price (e.g., balancing, cash-outs, penalties, etc.)
  - Delivery tolerances
  - Credit approval status – approved or pending
- ◆ Billing – Parties strongly prefer consolidated utility billing; please note whether consolidated utility billing will be provided

**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.

<b>Proposals Due</b>	May 15, 2008 12:00 PM (et)
<b>Inquiries</b>	<p>All inquiries regarding this solicitation must be directed by email only to:</p> <p style="text-align: center;">Mr. Douglas Ross – City of Concord, Purchasing e-mail: <a href="mailto:dross@onconcord.com">dross@onconcord.com</a></p> <p style="text-align: center;">and</p> <p style="text-align: center;">Copy to: Mr. Tony Aguiar - Axsess Group e-mail: <a href="mailto:aguiart@axsessgroup.com">aguiart@axsessgroup.com</a></p>
<b>Proposals</b>	<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: <a href="mailto:dross@onconcord.com">dross@onconcord.com</a></p> <p style="text-align: center;">and</p> <p style="text-align: center;">Copy to: Mr. Tony Aguiar - Axsess Group e-mail: <a href="mailto:aguiart@axsessgroup.com">aguiart@axsessgroup.com</a></p> <p style="text-align: center;">and</p> <p style="text-align: center;">Copy to: Ms. Beth Greenblatt – Beacon Integrated Solutions e-mail: <a href="mailto:bgreenblatt@beacon-llc.com">bgreenblatt@beacon-llc.com</a></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 in the advertisement, 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, and must be received by the Purchasing Agent. 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. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

**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.

**All invoices must reference a valid Purchase Order Number with the appropriate Party.**

**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.

**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.

**NON-RECRUITMENT OF PERSONNEL**

During the term of the Agreement and for twenty-four (24) months thereafter, the City and the successful vendor party agree not to solicit or hire current or former employees without the other's prior written consent

**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**

*(Please fill in; make additional copies as necessary)*

<b>Term</b>	<b>0% Monthly (\$/dth)</b>	<b>10% Monthly (\$/dth)</b>	<b>All Requirements (\$/dth)</b>
<b>12 Month</b> <b>July 1, 2008 to</b> <b>June 30, 2009</b>	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>24 Month</b> <b>July 1, 2008 to</b> <b>June 30, 2010</b>	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>Other</b>			
Attach additional sheets if more space is required			
<b>Other comments, notes, etc.</b>			

**Supplier Information and Authorized Signature**

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

**Supplier Proposal Form – Bow School District**

(Please fill in; make additional copies as necessary)

Term	0% Monthly (\$/dth)	10% Monthly (\$/dth)	All Requirements (\$/dth)
12 Month July 1, 2008 to June 30, 2009	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
24 Month July 1, 2008 to June 30, 2010	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
Other			
Attach additional sheets if more space is required			
Other comments, notes, etc.			

**Supplier Information and Authorized Signature**

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

**Supplier Proposal Form – Merrimack Valley School District**

*(Please fill in; make additional copies as necessary)*

<b>Term</b>	<b>0% Monthly (\$/dth)</b>	<b>10% Monthly (\$/dth)</b>	<b>All Requirements (\$/dth)</b>
<b>12 Month July 1, 2008 to June 30, 2009</b>	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>24 Month July 1, 2008 to June 30, 2010</b>	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>Other</b>			
Attach additional sheets if more space is required			
<b>Other comments, notes, etc.</b>			

**Supplier Information and Authorized Signature**

<b>Company Name</b> _____  <b>Address</b> _____ _____ _____  <b>Phone</b> _____  <b>Fax</b> _____  <b>E-mail</b> _____	<b><u>Authorized Supplier Representative</u></b>  <b><u>Title</u></b>  <b><u>Signature</u></b>  <b><u>Date</u></b>
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**Supplier Proposal Form – St. Paul's School (Campus Accts)**

*(Please fill in; make additional copies as necessary)*

<b>Term</b>	<b>0% Monthly (\$/dth)</b>	<b>10% Monthly (\$/dth)</b>	<b>All Requirements (\$/dth)</b>
<b>12 Month July 1, 2008 to June 30, 2009</b>	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>24 Month July 1, 2008 to June 30, 2010</b>	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>Other</b>			
Attach additional sheets if more space is required			
<b>Other comments, notes, etc.</b>			

**Supplier Information and Authorized Signature**

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

**Supplier Proposal Form – Aggregate Parties Load**

*(Please fill in; make additional copies as necessary)*

<b>Term</b>	<b>0% Monthly (\$/dth)</b>	<b>10% Monthly (\$/dth)</b>	<b>All Requirements (\$/dth)</b>
<b>12 Month July 1, 2008 to June 30, 2009</b>	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>24 Month July 1, 2008 to June 30, 2010</b>	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>Other</b>			
Attach additional sheets if more space is required			
<b>Other comments, notes, etc.</b>			

**Supplier Information and Authorized Signature**

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

**Supplier Proposal Form – St. Paul's School (Central Plant Acct; Scenario 1)**

*(Please fill in; make additional copies as necessary)*

<b>Term</b>	<b>0% Monthly (\$/dth)</b>	<b>10% Monthly (\$/dth)</b>	<b>All Requirements (\$/dth)</b>
<b>8 Month</b> <b>November 1, 2008 to June 30, 2009</b>  (approx. 77,500 dth)	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>20 Month</b> <b>November 1, 2008 to June 30, 2010</b>  (approx. 85,000 dth)	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>Other</b>			
Attach additional sheets if more space is required			
<b>Other comments, notes, etc.</b>			

**Supplier Information and Authorized Signature**

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

**Supplier Proposal Form – St. Paul's School (Central Plant Acct; Scenario 2)**

*(Please fill in; make additional copies as necessary)*

<b>Term</b>	<b>0% Monthly (\$/dth)</b>	<b>10% Monthly (\$/dth)</b>	<b>All Requirements (\$/dth)</b>
<b>8 Month</b> <b>November 1, 2008 to June 30, 2009</b>  (approx. 32,000 dth)	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>20 Month</b> <b>November 1, 2008 to June 30, 2010</b>  (approx. 39,000 dth)	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>Other</b>			
Attach additional sheets if more space is required			
<b>Other comments, notes, etc.</b>			

**Supplier Information and Authorized Signature**

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

**Supplier Proposal Form – St. Paul's School (Central Plant Acct; Scenario 1)**

**Recall Option**

*(Please fill in; make additional copies as necessary)*

Term		0% Monthly (\$/dth)		10% Monthly (\$/dth)		All Requirements (\$/dth)	
		10 day recall	20 day recall	10 day recall	20 day recall	10 day recall	20 day recall
<b>8 Month</b> <b>November 1, 2008 to June 30, 2009</b> <small>(approx. 77,500 dth)</small>	Fixed Price						
	Index Price						
<b>20 Month</b> <b>November 1, 2008 to June 30, 2010</b> <small>(approx. 85,000 dth)</small>	Fixed Price						
	Index Price						
<b>Other</b>							
Attach additional sheets if more space is required							
<b>Other comments, notes, etc.</b>							

**Supplier Information and Authorized Signature**

Company Name _____  Address _____ _____ _____  Phone _____  Fax _____  E-mail _____	<p align="center"><b><u>Authorized Supplier Representative</u></b></p> <hr/> <p align="center"><b><u>Title</u></b></p> <hr/> <p align="center"><b><u>Signature</u></b></p> <hr/> <p align="center"><b><u>Date</u></b></p>
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**Supplier Proposal Form – St. Paul's School (Central Plant Acct; Scenario 1)**

**BTU Option**

*(Please fill in; make additional copies as necessary)*

<b>Term</b>	<b>0% Monthly (\$/dth)</b>	<b>10% Monthly (\$/dth)</b>	<b>All Requirements (\$/dth)</b>
<b>8 Month</b>  <b>November 1, 2008 to June 30, 2009</b>  (approx. 77,500 dth)	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>20 Month</b>  <b>November 1, 2008 to June 30, 2010</b>  (approx. 85,000 dth)	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____	Fixed Price: _____  Indexed Price: _____
<b>Other</b>			
Attach additional sheets if more space is required			
<b>Other comments, notes, etc.</b>			

**Supplier Information and Authorized Signature**

<b>Company Name</b> _____  <b>Address</b> _____ _____ _____  <b>Phone</b> _____  <b>Fax</b> _____  <b>E-mail</b> _____	<b><u>Authorized Supplier Representative</u></b>  <b><u>Title</u></b>  <b><u>Signature</u></b>  <b><u>Date</u></b>
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**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](mailto:dross@onconcord.com)

**Due Date/Time: May 15, 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:

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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 <b>W-9</b> <small>(rev 5/06)</small>	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	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, state, and ZIP code		City of Concord Finance Department 41 Green Street Concord NH 03301
List account number(s) here (optional)		
<b>Part I</b>	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 –
<b>Part II</b>	Certification	

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.

<b>Sign Here</b>	Signature of U.S. Person	Date:
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**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 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**

<b><u>PROPOSAL EVALUATION FORM</u></b>			
FIRM: _____		DATE: _____	
PROJECT: <u>RFPxx-08, ENERGY SOLICITATION-NATURAL GAS</u>			
DEPARTMENT/DIVISION: <u>FINANCE/PURCHASING</u>			
RATING CATEGORY	WEIGHT	RATING	SCORE
<b><u>Proposal:</u></b>			
Adhere to Specifications and Provide all Required Documentation	5		
Pricing	30		
<b><u>Supplier:</u></b>			
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><b>Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10</b></p> <p><b>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.</b></p>			

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

Reference: RFPxx-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 xx-08, Energy Solicitation-Natural Gas, 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)