AXSESS
P.O. Box 535, Northborough, MA 01532

Energy Solicitation
Confidential

Commodity Type: Natural Gas	**Issue Date:** 11-12-2010
Request #: RFP 17-11	**Due Date/Day:** 11-18-2010 : Thursday
	Due Time: 11:00 am

Introduction

Axsess Energy Group ("Axsess"), a company which provides clients energy management, procurement and related consulting services, has been retained by the named customer below to assist in the procurement of energy for their facilities. On behalf of our client, Axsess is issuing this Energy Solicitation ("Solicitation") seeking proposals for energy supply for the facilities listed below. 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.

This solicitation contains the following:

- Customer information
- Facility information and usage data
- Proposal requirements
- Proposal instructions and evaluation criteria

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

Customer Information

Name:
City of Concord

Address:
- Concord, NH

D&B #:
07-397-6680

Tax ID #:
02-6000177

Tax Exempt:

General Requirements

Character of Service:
Firm

Swing:
Multiple

Pricing Requirements:
Multiple

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Accounts

- 19 NGrid/KeySpan-EnergyNorth accts

- Forecasted usage - see utility usage sheets avialable for download via https://www4.ibackup.com/qmanager/servlet/share?key=fbxjt40654
- Utility invoices will be provided when received

Requirements, Ts & Cs, Notes

City of Concord Terms and Conditons: Accompanying this solicitation are the standard City of Concord procurement Terms and Conditons. The City of Concord requires the chosen supplier to acknowledge and accept these Terms. Also included is a Proposal Evaluation form which will be used as a guide by the City in evaluating proposals.

Character of Service - Client requests proposals for firm, all requirements service

Pricing

- Client requests 100% and 10% monthly delivery bandwidths
- Price proposals should include Indexed and Fixed pricing:
    - 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.
        - Client desires the right to lock NYMEX for future months. In the event Client 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.).
    - Fixed price supply to the citygate
    - 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 will be an important evaluation criteria
- Proposal responses should clearly state the following (in addition to language in contract form)
- Billing - the City of Concord prefers combined utility billing; if combined billing is not available please note payment terms and whether there are any discounts for electronic pay or pay net 10 available.
- Credit approval status – approved or pending

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Terms Solicited

Term
12 mo -- 07-01-2011 to 06-30-2012
18 mo -- 07-01-2011 to 12-31-2012
24 mo -- 07-01-2011 to 06-30-2013

Notes:
Customer is interested in receiving pricing for both 100% and +/- 10% monthly delivery tolerance

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Instructions, Evaluation Criteria

- 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
- Suppliers are required to forward a copy of their proposed supply contract with their supply bid
- Client reserves the right to reject all bids and to terminate this Solicitation
- This Solicitation does not obligate Client to negotiate a contract with any supplier

- Inquiries - All inquiries regarding this solicitation should be directed to:
  - Tony Aguiar - Axsess Group -- (508-351-9050 or 508-479-0627)

- Proposals - All proposals should be sent to:
  - Axsess Energy Desk -- (email: proposals@axsessgroup.com) -- (Fax: 508-393-0461)

Axsess Fee

Detailed Account Info

Facility/Location	Account #	Rate Class	Metering	Zone	Billing Cycle	Volume (12 mo est ss)	U	Cap. Assign/Tag ss	Cap. Units	Util. Cust. Key	POD ID
Keyspan-Energy North - City of Concord										**19 Solic-Acct links**	
15 Broadway Concord, NH	56414/19660	G-41			Cycle 2; approx. of mo.	1,000	dth	6.230	dth		
125 Hall Street Concord, NH	56444/18880	G-41			Cycle 2; approx. of mo.	500	dth	4.645	dth		
131 Hall Street Concord, NH	56444/23890	G-41			Cycle 2; approx. of mo.	500	dth	2.392	dth		
65 Airport Road Concord, NH	56434/16060	G-41			Cycle 10; approx. of mo.	500	dth	5.918	dth		
150 No. State Street Concord, NH	56436/18070	G-41			Cycle 8; approx. of mo.	1,000	dth	7.717	dth		
7 Penacook Street Concord, NH	56450/22540	G-41			Cycle 14; approx. of mo.	1,000	dth	13.568	dth		
18 Eastman Street Concord, NH	56430/19300	G-41			Cycle 10; approx. of mo.	500	dth	4.986	dth		
0 Eastman Street Concord, NH	56430/23080	G-41			Cycle 10; approx. of mo.	500	dth	4.710	dth		
16 Penacook Street Concord, NH	56442/18520	G-41			Cycle 14; approx. of mo.	500	dth	3.420	dth		
127 Loudon Road Concord, NH	56434/23500	G-41			Cycle ; approx. of mo.	1,000	dth	6.575	dth		
16 Penacook Street Concord, NH	56442/21340	G-41			Cycle 14; approx. of mo.	500	dth	4.221	dth		
20 Canterbury Road Concord, NH	56446/29020	G-41			Cycle 10; approx. of mo.	500	dth	3.531	dth		
0 Broad Cove Drive Concord, NH	56448/12970	G-41			Cycle 14; approx. of mo.	500	dth	3.987	dth		

	Facility/Location	Account #	Rate Class	Metering	Zone	Billing Cycle	Volume (12 mo est ss)	U	Cap. Assign/Tagss	Cap. Units	Util. Cust. Key	POD ID
	41 West Street Concord, NH	56418/22030	G-41			Cycle 2; approx. of mo.	500	dth	2.820	dth		
	46 Village Street Concord, NH	56438/21820	G-42			Cycle 14; approx. of mo.	1,000	dth	17.177	dth		
	125 Hall Street Concord, NH	56444/18850	G-42			Cycle 2; approx. of mo.	5,000	dth	75.252	dth		
	15 Loudon Road Concord, NH	56446/24070	G-42			Cycle 10; approx. of mo.	2,000	dth	14.704	dth		
	311 North State Street Concord, NH	56436/10830	G-42			Cycle ; approx. of mo.	6,000	dth	0.000	dth		
	0 Beaver Meadow Drive Concord, NH	56442/22840	G-51			Cycle 14; approx. of mo.	1,000	dth	5.267	dth		
TOT							24,000					

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Bid Form

***City of Concord** ** **Request #:** RFP 17-11 ** **Due:** 11-18-2010 : Thursday @ 11:00 am*

Applicable Accounts: ☐ All ☐ Subset _____

Term Description	Del. Tolerance	Fixed Pricing	Indexed Pricing	Price Note----------
12 mo 07-01-2011 to 06-30-2012				
18 mo 07-01-2011 to 12-31-2012				
24 mo 07-01-2011 to 06-30-2013				

(**Delivery tolerances:** Please clearly state delivery tolerance amount and applicable period for each price; e.g., 10% daily)

Notes
Customer is interested in receiving pricing for both 100% and +/- 10% monthly delivery tolerance

Material Change: Please state if a MC clause applies, and if yes, the details
____ No ____ Yes; Description _____

Billing
Payment terms: Net _____ Other _____

____ 1 bill (from utility) ____ 2 bills (from utility and supplier) ____ Either 1 or 2 bills

Credit
____ Approved ____ Pending

Supplier Information and Authorized Signature

Company Name	**Authorized Supplier Representative**
Address	**Title**
Phone	**Signature**
Fax **E-mail**	**Date**

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. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

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 City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Proposals due date to be considered. 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 vendor 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 vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, 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, e-mailed or telegraphic 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.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. 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 vendor 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 (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City 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 City reserves 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 City to do so.

PROPOSAL EVALUATION:

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

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor 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; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves 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 City; or to purchase on the open market if it is considered in the best interest of the City 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 City reserves the right to incorporate minor modifications, which may be required by it. The Vendor 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 City reserves 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 City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor'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 City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor'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 City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's 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 City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer'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 proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's 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 proposer's obligation under any provision hereof.

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

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City 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 proposer be deemed to be the employees of, or under the direction or control of the City 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 Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

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

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord 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 City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	$$$$$$$$
Plus/minus Change Orders	$$$$$$$$
Total Adjusted Contract Amount	$$$$$$$$
Work Completed to Date	$$$$$$$$
Less Previous Invoices	$$$$$$$$
Less Retainage (if any)	$$$$$$$$
Equals: Balance due this Invoice	$$$$$$$$
Balance Remaining on Contract	$$$$$$$$

All invoices must reference a valid City of Concord Purchase Order Number

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is

02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City 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 City.

EXCLUSIVITY:

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

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 vendor to made available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with the City's Code of Ordinances, Title I, General Code:

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

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 this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and 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 Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

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).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of $100,000 or more must be in compliance with RSA 277:5-a.

DEFINITIONS:

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

Proposers shall also mean vendors, 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 City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL EVALUATION FORM-ATTACHMENT A

FIRM: _____ DATE: _____

PROJECT: ENERGY PROCURREMENT

DEPARTMENT/DIVISION: FINANCE DEPARTMENT, PURCHASING DIVISION

RATING CATEGORY		WEIGHT	RATING	SCORE
Proposal:				
	Meets Stated Requirements, i.e. Submitted all Required Documents and Information	10		
	Single or Combined Billing	20		
Pricing and Payment:				
	Unit Price	30		
	Load Requirements/Swing	20		
	Material Adverse Clause	10		
	Payment Terms	10		
	Credit Approval/Security Deposit	10		
Firm/Organization:				
	Record of Satisfactory Performance	10		
	Qualifications	10		
	Staffing Plan	10		
			Total:	

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

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 vendor with the highest Total Score is awarded the contract.