



Peabody Municipal Light Plant

Warren Street Extension • Peabody, Massachusetts 01960 • Telephone: 978-531-5975 FAX: 978-531-5476

LEGAL NOTICE

The Peabody Municipal Light Plant is asking for proposals on:

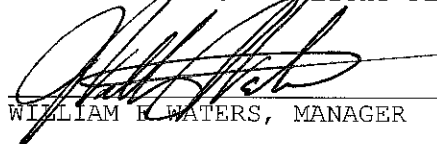
FINANCIAL AUDITING SERVICE

Specifications and related documents may be obtained at the Peabody Municipal Light Plant Office, 201 Warren Street Ext., Peabody, Massachusetts or at our website WWW.PMLP.COM.

Proposals will be received at the Peabody Municipal Light Plant Office until 11:00 a.m. on Thursday, October 15, 2009 at which time they will be publicly opened and read.

The Peabody Municipal Lighting Commission reserves the right to reject any or all Proposals as authorized by law.


PEABODY MUNICIPAL LIGHT PLANT



WILLIAM R. WATERS, MANAGER

WFW/ps

ADV.: Salem News - 9/21/09
Dodge Report

BID PACKAGE & SPECIFICATIONS
APPROVED BY 
Division Manager

PEABODY MUNICIPAL LIGHT PLANT
REQUEST FOR PROPOSAL - CONSULTING SERVICE
FINANCIAL AUDITING SERVICE
INSTRUCTIONS TO CONSULTANTS

1. The Peabody Municipal Light Plant (PMLP) will receive proposals for FINANCIAL AUDITING SERVICES until 11:00 a.m., Thursday, October 15, 2009 at its general offices at 201 Warren Street Ext., Peabody, Massachusetts, 01960, at which time the proposals will be publicly opened and read.
2. PROPOSALS --
 - A. All proposals must be submitted along with the completed Proposal Form provided in these specifications. If additional space is required, it shall be so noted on a supplemental attachment under the consultant's letterhead and entitled "Remarks". This attachment shall become a part of the Proposal Form.
 - B. The Proposal Form shall be without interlineations, alterations, erasures or changes in phraseology.
 - C. The Proposal Form shall be accompanied by supplemental attachments clearly identified on the Proposal Form, giving the following information:
 - (1) Exceptions to Terms and Conditions
 - (2) Exceptions to the Specification
 - D. The Proposal Form shall be enclosed in a sealed envelope, clearly marked on the outside with the consultant's name and address, and the following bold lettering: "PROPOSAL: FINANCIAL AUDITING SERVICES".

Three copies of all proposals will be mailed/delivered in a sealed envelope properly marked with the Title of Proposal to:

Peabody Municipal Light Plant
201 Warren Street Extension
Peabody, MA 01960
ATTENTION: William F. Waters, Manager
 - E. The Proposal Form and supplemental sheets identified on same shall constitute and shall hereinafter be termed the "Proposal".
 - F. The firm submitting a proposal shall assume the responsibility of making a careful examination of the specifications and related documents and all other matters that may affect cost and performance. Consultants will be required, at their own expense, to comply with all statutes, regulations, ordinances and tests which may be applicable.

- G. Each firm shall submit with their proposal, evidence of their experience and qualifications to satisfactorily fulfill the specifications and requirements.
- H. Each firm submitting a proposal shall notify PMLP, in writing, if they find any discrepancies or omissions from the specifications, or if in doubt as to their meaning. If an explanation is necessary, a reply will be made by an addendum issued to all firms who have received specifications. PMLP will not give verbal answers to any inquiries regarding the meanings of the specifications. All inquiries should be addressed to PMLP, Attention: William F. Waters, Manager, 201 Warren Street Ext., Peabody, Massachusetts, 01960.
- I. Each proposal shall include the following information:
 - a. name and address of Firm Submitting proposal.
 - b. a one page executive summary of the proposal attached to bid form. The summary must include a preliminary list of the various considerations which may be suitable for this project.
 - c. a description of the organization(s) to be responsible for each phase of the project.
 - d. names, qualifications and location of the personnel who will be assigned to this project including the items of the project as described in the Scope of Work section of the RFP for which each person will be responsible and the percentage of time and expected hours that each person will allocate to the project.
 - e. an outline of the Proposer's experience in the Scope of Work as defined in the attached specifications including a list and description of said work that it has conducted. For each job listed, the Proposal must include the name, address, and telephone number of a contact person for whom the work was performed. The contact list should not exceed five (5) persons.
 - f. Evidence of satisfactory completion of an external quality control review within the last three years.

3. CHANGES IN SPECIFICATIONS --

PMLP may advise all firms who have received specifications, by means of addenda, of any changes in the Specifications during the proposal period. All such changes shall become a part of the Specifications as if originally included therein.

4. SITE INSPECTIONS --

PMLP is not responsible for any inspections, visits, etc., that may be made to any sites or potential sites in connection with this work. The coordination and approval(s) for such inspections, visits, etc., is the responsibility of the firm submitting the proposal.

5. PRICES --

All proposals will be a firm lump sum price for each item listed on the proposal form. Each proposal shall contain an all inclusive rate per hour to accommodate any additions or deletions to the scope of work.

6. DEFINITIONS --

The names and words Peabody Municipal Light Plant, PMLP, Purchaser, and Owner as used in these documents are synonymous. The names and words, Firm, Seller, and Consultant as used in these Contract documents are synonymous.

7. TERMS AND CONDITIONS --

The terms and conditions of this contract shall also be in accordance with the attachment entitled "Purchaser's Terms and Conditions." Any exceptions to these terms and conditions must be clearly identified in the proposal under the category of exceptions to the Purchaser's Terms and Conditions.

8. EXECUTION OF CONTRACT --

- A. The successful firm will be notified of the award of the Contract in writing and shall properly and promptly execute a Contract on the PMLP Contract Form, within fifteen (15) days after receiving notification of the Award of the Contract.
- B. The Contract, when executed, shall be deemed to include the entire agreement between the parties. The Consultant shall not claim any modifications resulting from representations made by representatives of PMLP or other persons.

9. RIGHT TO ACCEPT OR REJECT PROPOSALS --

PMLP reserves the right to accept or reject proposals or portions thereof, and to reject all proposals, to waive any formalities in the process, if it is deemed to be in the best interests of PMLP. Proposals received after the public opening date and time will not be accepted.

10. CERTIFIED PUBLIC ACCOUNTANT --

Each proposal shall include the name and credentials of a Certified Public Accountant licensed to practice in the Commonwealth of Massachusetts who is a full time employee of the firm submitting the proposal and who will be responsible for and assigned to this work. The Consulting Firm will not be allowed to remove or substitute the named Certified Public Accountant without prior written approval of PMLP.

11. ITEMS CONTAINED IN THE BID PACKAGE --

- Legal Notice
- Instructions to Proposers
- Purchaser's Terms and Conditions
- Purchaser's Specifications
- Proposal Form
- Sample Contract

PURCHASER'S TERMS AND CONDITIONS

CONSULTING SERVICES CONTRACT

1. ENTIRE AGREEMENT AND AMENDMENTS

The terms and provisions of the Contract, together with the terms and provisions of all documents incorporated herein by reference, constitute the full and entire Contract between the Purchaser and the Seller concerning the matters set forth herein, and no other agreement or understanding of any nature whatsoever has been entered into or will be recognized, nor has the Purchaser made any inducements or representations to the Seller except as expressly stated in this Contract. No modification of this Contract shall be binding or have any force or effect on either party, unless reduced to writing and signed by the Purchaser and the Seller, or the authorized representatives of same. No provision of this Contract is intended or shall be construed to be for the benefit of any third party.

2. PERFORMANCE

Time is of the essence in this Contract. If the Seller shall fail in any respect to prosecute the work with promptness and diligence, the Purchaser may cancel this Contract in part or in its entirety without liability for the cancelled part(s).

3. PATENTS, TRADEMARKS, COPYRIGHTS

It is mutually understood and agreed that the contract includes all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. If the Seller, or its subvendors/subcontractors, is required or desires to use any design, device, material or process covered by letters, patent, trademark, or copyright, the Seller indemnifies and holds harmless the Purchaser from any and all claims for infringement by reasons of the use of any such patented design, device, material or process to be performed under the Contract and shall indemnify the Purchaser for any costs, expenses and damages which they may be obligated to pay by reason of such infringement, at any time during the prosecution or after the completion of the work. The Purchaser shall give to the Seller notification of the source of any such suit or proceeding and shall furnish the Seller (at the Seller's expense) all needed information, authority and assistance to enable the Seller to defend the same. If any material, equipment, or work is in any such suit or proceeding held to constitute infringement or its use is enjoined, the Seller, within a reasonable time, shall either secure for the Purchaser, at the Seller's own expense, the right to continue using said material, equipment or work by suspension of the injunction, by procuring for the Purchaser a license, or otherwise, or shall at the Seller's own expense and as the Purchaser may elect, replace such material, equipment or work with non-infringing, or remove such infringing material, equipment or work, and refund the sums paid therefore by the Purchaser all without injury or damage to any other property of the Purchaser.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

The Seller shall perform work as an independent contractor.

5. INSPECTION

All material, equipment and/or work to be supplied under this contract is subject to inspection by the Purchaser or its representative. The Seller shall allow the Purchaser or its representative free access to Seller's works and provide free access to the works of Seller's subvendors/subcontractor.

6. COMPLIANCE WITH LAW

The Seller will comply with all applicable federal, state, and local laws, rules and regulations. Compliance includes, but is not limited to, the Occupational Safety and Health Act of 1970, Peabody Municipal Light Plant Safety Rules & Regulations, Executive Order 11246 (Equal Opportunity) and guidelines established by the Council on Wage and Price Stability, all as amended periodically.

Seller agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the Standards and Regulations issued thereunder and certifies that all items furnished under this Contract will conform to and comply with said standards and regulations. Seller further agrees to indemnify and hold harmless the Purchaser from all damages assessed against the Purchaser as a result of the seller's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished under this Contract to so comply.

7. ASSIGNMENT AND SUBCONTRACTING

The Seller's obligations authorized under this Contract are not assignable or transferable, and the Seller agrees not to subcontract any of the work authorized hereunder without the prior written approval of the Purchaser. The Purchaser retains the right to approve or disapprove of all subcontractors for such approved work.

8. OWNERSHIP OF PRODUCT

All technical data, evaluations, specifications, reports, studies are the property of the Purchaser and shall be delivered to the Purchaser. The Seller may retain copies thereof for its files and its internal use.

9. TECHNICAL PUBLICATION

Publication or teaching of information directly derived from work performed, or data obtained, in connection with services rendered under this Contract must first be approved in writing by the Purchaser.

10. CONFIDENTIALITY

The Seller shall keep all services carried out hereunder for the Purchaser (described in the Specifications attached hereto) entirely confidential, and not use, publish, or make known without the Purchaser's written approval, any information furnished by the Purchaser for purposes of such services, to any persons other than personnel of the parties of this Contract.

Any public representation regarding the Purchaser shall be made by the Purchaser, and any requests for information made to the Seller by the news media, or others, shall be referred to the Purchaser.

11. WAIVER

In the event the Purchaser shall fail to insist on performance of any of the terms or the exercise of any of its rights and privileges, such failure or any breaches, shall not constitute a waiver of such terms, conditions, rights or privileges.

12. CHANGES AND/OR AMENDMENTS

The Purchaser shall have the right, from time to time during the terms of this Contract, by written notice to the Seller, to make changes in or additions to drawings, specifications or instructions for the work covered in the Specifications, including the right to expand, decrease or limit the scope and nature of the work to be undertaken, or redirect work already in progress.

13. WARRANTY

The Seller warrants to the Purchaser that it shall perform the work in accordance with accepted professional standards and shall exercise sufficient care appropriate to such standards to insure the technical correctness or accuracy of the work.

The Purchaser's remedy, should any breach of this warranty occur, shall be that the Seller shall perform, at its own expense, any portion or all of the work which is found to be in breach of the Seller's warranty, in addition to other remedies available to the seller, at law or equity.

14. CUMULATIVE REMEDIES

Every right or remedy herein conferred upon or reserved to the Purchaser shall be cumulative and shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute, and the pursuit of any right or remedy shall not be construed as an election.

15. DELAYS

The Seller expressly agrees to the work schedule provided for in the Contract and such schedule includes allowances for all hindrances and delays incident to the work. No claims shall be made by the Seller for hindrances and/or delays from any cause during the progress of the work except as provided under "SUSPENSION OF WORK" and/or "FORCE MAJEURE".

16. SUSPENSION OF WORK

The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of work will be issued by the Purchaser to the Seller in writing. The time of completion of the work will be extended for a period equal to the time lost by reason of the suspension. No consideration shall be given by the Purchaser to cost increases or loss of anticipated profits, due to suspension or reinstatement of this Contract.

17. FORCE MAJEURE

A delay in, or failure of, performance of either party hereto shall not constitute default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including, but not limited to, acts of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of a governmental authority, affecting to a degree not presently existing, the supply, availability, or use of materials or labor, acts of war, public disorders, rebellion or sabotage, floods, riots, strikes, or any causes whether or not the class or kind of those specifically named above, not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. Should the work be delayed due to Force Majeure, or otherwise delayed due to conditions beyond the control of or without the fault or negligence of either party, the parties to this Contract shall confer to reach an agreement on the alterations of fees and/or other terms and conditions upon which the work shall be continued, or otherwise terminated.

18. ARBITRATION

Arbitration of all questions and issues in dispute under this Contract shall be submitted to Arbitration in accordance with the provisions of the standard Form of Arbitration of the American Arbitration Association, but only in the event that both parties to this Contract so agree to submission for Arbitration. If both parties fail to agree to submit to Arbitration in the manner prescribed above, or to submit to Arbitration in any mutually acceptable form, all questions and issues in dispute will be submitted to a court of competent jurisdiction of the Commonwealth of Massachusetts to be tried according to the applicable laws of the Commonwealth of Massachusetts.

In the event that both parties agree to arbitration, the parties shall select a single arbitrator by mutual agreement. If they cannot agree upon a single arbitrator, each will choose three (3) names from a list of five (5) provided by the American Arbitration Association. From these choices, a single arbitrator will be chosen by agreement of the parties. If such agreement is not accomplished, either party may request the American

Arbitration Association to appoint an arbitrator in accordance with its Commercial Arbitration Rules, which rules shall govern the conduct of the arbitration in the absence of contrary agreement by the parties.

The parties shall then submit to the arbitrator a written statement setting forth the matters in dispute. If the facts are not agreed upon, the arbitrator shall promptly hold hearing in Peabody, Massachusetts, and thereafter shall promptly reach an appropriate decision of each matter in dispute. The decision of the arbitrator on all matters in dispute, which have been submitted to him, shall be issued in writing and shall state his reasons for such decision and separately list his finding of fact and conclusions of law, and shall be signed by the arbitrator within thirty (30) calendar days after receipt of such statement or conclusion of such hearings. The arbitrator shall not have the power to amend or add to this Contract. Subject to such limitations, the decisions of the arbitrator shall be final and binding upon the parties.

Costs of such arbitration will be shared equally by the parties, unless the arbitrator determines that the claim made by one of the parties is without merit, in which event the arbitrator may award costs to the other party.

19. TERMINATION FOR CAUSE

The Purchaser, on written notice, may suspend, postpone, abandon or terminate this contract, or any part thereof, as a result of the Seller's failure to render to the satisfaction of the Purchaser the services required of him under this Contract, including the progress of the work. The Purchaser shall be the sole determinant in all termination for cause issues and no consideration shall be given by the Purchaser to the Seller for any costs, claims, or loss of anticipated profits by the Seller as a result of the suspension postponement, abandonment or termination of this Contract, or any part thereof, by the Purchaser for reason of cause.

20. TERMINATION FOR CONVENIENCE

The Purchaser, on written notice, may suspend, postpone, abandon or terminate this Contract, or any part hereof, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment or termination may come about for the sole convenience of the Purchaser. Upon receipt of written notification from the Purchaser that this Contract, or any part hereof, is to be terminated, the Seller shall immediately cease operations of the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of this Contract that may be in his possession or custody, and shall transmit the same to the Purchaser on or before the fifteenth day following the receipt of the above-written notice of termination, together with his evaluation of the cost of the work performed. The Seller shall be entitled to just and equitable payment in accordance with this Contract for any uncompensated work satisfactorily performed prior to such notice.

The Purchaser shall determine the amount of acceptable work performed by the Seller under this Contract. The Purchaser's evaluation shall be used as a basis to determine the amount of compensation due him for this work, provided it shall be made in good faith and supported by substantial evidence.

In determining the value of the work performed by the Seller prior to termination, no consideration will be given to profit which the Seller might have reasonably expected to make on the uncompleted portion of the work.

21. INSURANCE

The Seller shall, at its own expense, maintain in effect at all times during the performance of the work, insurance coverages with limits not less than those set forth below with insurers and forms of policy satisfactory to the Purchaser.

The Seller shall deliver to the Purchaser no later than ten (10) days after award or prior to commencing work, whichever is sooner, Certificates of Insurance, identified on their face by Contract number and work

description as evidence that policies providing such coverage and that limits of insurance are in full force and effect. Such certificates shall name PMLP as additional insured. The Seller shall provide that at least sixty (60) days' advance written notice will be given the Purchaser prior to cancellation, termination, or material alteration of said policies of insurance.

COVERAGE

MINIMUM LIMITS

- | | |
|---|---|
| 1. Workmen's Compensation | -Statutory requirements of the Commonwealth of Massachusetts |
| 2. Employer's Liability | -To extent included under Workmen's Compensation insurance policy with a minimum limit of \$100,000 |
| 3. *Comprehensive General Liability: | |
| a. Bodily Injury | -\$1,000,000 each occurrence |
| b. Property Damage | -\$1,000,000 each occurrence |
| | \$1,000,000 single limit is acceptable |
| | *Products liability and completed operations included. |
| 4. Comprehensive Automobile Liability (owned, hired, and non-owned) | |
| a. Bodily Injury | -\$ 500,000 each person |
| | -\$1,000,000 each occurrence |
| b. Property Damage | -\$ 50,000 each occurrence |

22. INDEMNIFICATION

The Seller shall defend, indemnify, and hold harmless the Purchaser so as to relieve the Purchaser of any responsibility or liability for any and all damage or injury, including punitive damages for any trespass or to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with the execution of the work provided for in this Contract or any amendment or alteration thereof, and, without limiting the generality of the foregoing, the Seller shall defend, indemnify, and hold harmless the Purchaser from all such claims and, for which the Purchaser may be, or may be claimed to be, liable and, further, the Seller shall reimburse the Purchaser for attorney fees and disbursements paid or otherwise incurred to enforce the provisions of this paragraph.

23. LAW OF CONTRACT - JURISDICTION

The Contract shall be construed under and shall be governed by the Laws of the Commonwealth of Massachusetts, and in case of controversy not otherwise settled shall be submitted to the exclusive jurisdiction of the Massachusetts Courts.

24. AUDIT

The Seller shall, at its own expense, keep and maintain complete records and books of account of its costs and expenses relating to the work in accordance with generally accepted accounting practices. Should a dispute arise between the Purchaser and Seller regarding reimbursable amounts and/or credits, the Seller shall grant the Purchaser permission to audit such records and books of account.

25. TAXES

The Seller shall pay all applicable state and local sales and use taxes on sales to, or used by, the Seller of tangible property and services employed by the Seller in the performance of the Order. The Seller shall identify all costs in connection therewith. The Purchaser is an organization exempt from the payment of such state and local taxes of tangible property and services, and will not reimburse the Seller for such taxes paid.

26. COMPLETION OF CONTRACT

This Contract will not be considered complete until all specifications and Contract requirements have been satisfied. These requirements also include the Purchaser's acceptance of all documentation, drawings, manuals, etc. Final payment shall not be construed to relieve the Seller of any of its obligations under this Contract.

27. NOTICE

The Purchaser agrees to give the Seller immediate notice of any and all claims for which the Seller may be liable, and the Seller agrees to give the Purchaser immediate notice of any and all claims for which the Purchaser may be liable. All claims hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, registered mail, postage paid.

A. IF TO THE SELLER, ADDRESS

B. IF TO THE PURCHASER, AT PEABODY MUNICIPAL LIGHT PLANT, 201 WARREN STREET, EXTENSION, PEABODY, MASSACHUSETTS, 01960.

28. PROFESSIONAL SERVICES

The Seller warrants that it has available to it competent legal, accounting, and insurance counseling services necessary for the project.

SPECIFICATIONS
FOR
FINANCIAL AUDITING SERVICES

OBJECTIVE

The Peabody Municipal Light Plant is soliciting proposals to conduct year end audits and financial reports of its financial accounts and records.

The contract for Financial Auditing and Reporting Service will encompass a three-year period.

BACKGROUND

The Peabody Municipal Light Plant is a Massachusetts Municipal Electric Utility having 2008 revenue of approximately \$55,242,000 and serving approximately 24,900 customers.

Peabody Municipal Light Plant maintains its records as an enterprise department, under the laws and rules of the Commonwealth of Massachusetts and the Massachusetts Department of Telecommunications and Energy.

The records of the Peabody Municipal Light Plant are fully computerized, utilizing software on a Digital Equipment (VAX) Computer System.

The accounting system is on an accrual basis and uses a calendar year financial period.

Financial records for 2008 have been audited by Melanson, Heath & Company who issued a report dated 06-25-09. Copies of recent audited financial statements are available at the Peabody Municipal Light Plant.

SCOPE OF WORK

The audits shall consist of an examination of the Peabody Municipal Light Plant's financial records, including the Power Supply Trust Fund.

The following reports and presentations are required:

- A. Formal audited annual financial statement of the Peabody Municipal Light Plant, including an examination and statement of the balance sheets, revenue expenses, changes in financial position, utility plant, electric revenue by rate class, electric revenue by rate, and energy loss computation for periods ending December 31, 2009, December 31, 2010, and December 31, 2011.
- B. Audit will also include an examination of the net assets available and changes in net assets to the Power Supply Trust Fund for the periods ending December 31, 2009, December 31, 2010, and December 31, 2011.
- C. Management Letter, including evaluations and recommendations addressing the financial conditions, practices, and operation of the Peabody Municipal Light Plant and the Power Supply Trust Fund for the periods ending December 31, 2009, December 31, 2010, and December 31, 2011.

- D. A representative of the accounting firm will be required to present and discuss the findings resulting from each of the above reports with the board of commissioners at public meetings.

The Peabody Municipal Light Plant will provide the accounting firm with the following:

- . Preparation of working trial balance
- . Assistance in locating appropriate records
- . Assistance in the preparation of some supporting schedules
- . Authorization of confirmations
- . Coordination of meetings and conferences

FEES/PAYMENT SCHEDULES

Fees must be lump sum for each of the reports required and shall include personal presentations and discussions.

Lump sum fees shall include the total cost and expenses of mailing and professional fees charged for completion of confirmation forms or similar reports by third parties. The auditing firm should, through their auditing experience, be able to estimate any third party costs. These costs should be included in the lump sum fee quoted. Confirmation letters will contain language stating that any required charges for completing said confirmations shall be billed to the auditing firm.

Upon completion of the work described herein, the auditing firm shall submit an invoice for the full amount of the lump sum fee. Payment will be authorized after receipt and formal presentation of each report.

**PEABODY MUNICIPAL LIGHT PLANT
FINANCIAL AUDITING SERVICE
PROPOSAL FORM**

_____ proposes to furnish:
(NAME OF FIRM)

Financial Auditing Service as described in the Specifications for the following firm prices:

1. Firm Lump Sum Price for Annual PMLP Audit (12-31-09) _____
 Firm Lump Sum Price for Annual PMLP Audit (12-31-10) _____
 Firm Lump Sum Price for Annual PMLP Audit (12-31-11) _____

2. Firm Lump Sum Price for Annual Management Letter (12-31-09) _____
 Firm Lump Sum Price for Annual Management Letter (12-31-10) _____
 Firm Lump Sum Price for Annual Management Letter (12-31-11) _____

3. Price Formula for Scope Changes _____

4. Proposal Expiration Date _____

5. Completion Date for Reports Ending 12-31-09 _____
 12-31-10 _____
 12-31-11 _____

NAME and ADDRESS of three (3) customers for whom similar work was done.

_____ Telephone # _____
 _____ Telephone # _____
 _____ Telephone # _____

Please check the appropriate box	YES	NO
The above proposal is in complete compliance with Specifications	___	___
The above proposal is an Alternate to the Specifications	___	___

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE NO.: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

REMARKS:

LIST OF SUPPLEMENTAL ATTACHMENTS:

SAMPLE

S A M P L E

C O N T R A C T

<CONSULTING SERVICE>

AGREEMENT made this <DATE>, by and between the Peabody Municipal Light Plant, a business duly established under the laws of the Commonwealth of Massachusetts and having a usual place of business in Peabody, Massachusetts 01960, hereinafter referred to as "PMLP", and <CONSULTANT>, having a usual place of business at <ADDRESS>, hereinafter referred as "<NAME>".

WITNESSETH THAT:

WHEREAS, "<NAME>" has offered to provide <CONSULTING SERVICE> including procedures necessary to express an opinion and comments thereon;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. <NAME> shall perform the <CONSULTING SERVICE> as described in the documents herein referenced for the total fee and expenses of <COST>.
2. <NAME> shall not assign or transfer this Contract or any part thereof or any sum due or to become due hereunder without the written consent of the PMLP.
3. This AGREEMENT together with the Instructions to Bidders, Purchaser's Terms and Conditions, PMLP Specifications, and Vendor's Proposal, hereto attached, form this Contract and are as fully a part of this Contract as if herein repeated.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as the day and year first above written.

<CONSULTANT>

PEABODY MUNICIPAL LIGHT PLANT

BY _____
(NAME)

BY _____
William F. Waters, Manager

(TITLE)

(DATE)