



Peabody Municipal Light Plant

Community Owned. Not for profit. It's Ours.

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, August 12, 2021 at which time they will be publicly opened and read. Proposals must be accompanied by a completed bid proposal form.

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

PEABODY MUNICIPAL LIGHT PLANT



CHARLES J. ORPHANOS, MANAGER

ADV: The Salem News: 7/15/21
Dodge Reports

BID PACKAGE & SPECIFICATIONS

APPROVED BY:



Division Manager

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

1. The Peabody Municipal Light Plant (PMLP) will receive proposals for Financial Auditing Service until 11:00 a.m. Thursday, August 12, 2021, 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 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 SERVICE"**.

One original proposal (containing original signatures of the firm's principal) and 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
ATTENTION: Charles J. Orphanos, Manager
201 Warren Street Ext.
Peabody, MA 01960

- D. The Proposal Form, Certificate of Non-Collusion, Statement of Tax Compliance, and supplemental sheets identified on same shall constitute and shall hereinafter be termed the "Proposal".
- E. 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.
- F. Each firm shall submit with their proposal, evidence of their experience and qualifications to satisfactorily fulfill the specifications and requirements.

G. 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: Charles J.Orphanos, Manager, 201 Warren Street Ext., Peabody, Massachusetts, 01960.

H. Each proposal shall include the following information (as further defined in Section 1.7 Required Information of the Bidder Specifications document):

1. Letter of Transmittal
2. Audit Approach
3. Professional Experience
4. Professional References
5. Additional Information
6. Compensation (on attached Bid Form)

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 contain firm bid prices submitted in accordance with the section 1.7.6 Compensation of the Bidder Specifications document.

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."

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. ITEMS CONTAINED IN THE BID PACKAGE --

- Legal Notice
- Instructions to Consultants
- Purchaser's Terms and Conditions
- Purchaser's Specifications
- Proposal Form
- Certificate of Non-Collusion & Statement of Tax Compliance
- 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 reason 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/sub-contracts.

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 a third party 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 such 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.

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 in completed 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 contract date 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. Workers Compensation	Statutory requirements of the Commonwealth of Massachusetts
2. Employer's Liability	To extent included under Workers 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 the Purchaser, and its employees free and harmless from and against any and all claims, demands, causes of action, suits or other litigation (including all costs thereof, including attorney's fees) of every kind and character arising on account of bodily injuries, death, damage to property in any way occurring incident to, arising out of or in connection with work performed or to be performed by the Seller hereunder or occurring incident to, arising out of or in connection with the presence of employees of the Seller or any of the Seller's subcontractors on the work premises, due to the negligence or willful misconduct of the Seller.

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, 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.

Peabody Municipal Light Plant Annual Independent Financial Audit Services

1.1 OBJECTIVE

The Peabody Municipal Light Plant (hereinafter called “PMLP”) is requesting proposals from qualified independent certified public accountants (hereinafter called “Firm”), licensed to practice in the Commonwealth of Massachusetts, to submit quotations to conduct an audit of the financial accounts and records of the PMLP in accordance with the specifications listed below. The selected firm will perform the annual financial audits for the years ending December 31, 2021, 2022 and 2023.

1.2 GENERAL INFORMATION

PMLP is a Massachusetts Municipal Electric Utility that generates, purchases and distributes electricity. PMLP serves approximately 26,000 customers, in Peabody and South Lynnfield. The PMLP main office is located at 201 Warren Street Extension, Peabody MA. The PMLP operates under the provisions of Chapter 164 of the Massachusetts General Laws. The PMLP is governed by an elected, five-person Board of Commissioners called the Peabody Municipal Lighting Commission (PMLC).

The PMLP is recognized as an enterprise fund of the City of Peabody. The City of Peabody processes the PMLP bill payments, employee payroll and is the custodian of PMLP cash accounts. The PMLP recorded 2020 revenue of approximately \$51.8M.

The PMLP prepares its financial statements (on a calendar year basis) in conformity with generally accepted accounting principles (GAAP) and the Massachusetts Department of Public Utilities (DPU). Powers & Sullivan, LLC, PC Certified Public Accountants performed the most recent annual audits of the PMLP for the calendar years 2018, 2019, and 2020. Copies of recent audited financial statements are available at the Peabody Municipal Light Plant.

1.3 DESCRIPTION OF RECORDS

PMLP maintains its records as an enterprise fund of the City of Peabody. The PMLP financial records are fully computerized using utilityPOWERnet (UPN). The UPN system supports Payroll, Accounts Receivable and Metering/Billing. A customized Microsoft Access program is used for Inventory.

1.4 PROPOSAL SUBMISSION AND OPENING

Parties requiring clarification or interpretation of this solicitation shall do so only via email to Karen Repucci at krepucci@pmlp.com

PMLP will receive proposals for the Annual Independent Financial Audit Services until **11:00 am Thursday August 12, 2021** at its General Offices at 201 Warren Street Extension Peabody, MA, 01960, at which time the bids will be publicly opened and read. Please mail proposals to:

Peabody Municipal Light Plant Annual Independent Financial Audit Services

Peabody Municipal Light Plant,
ATTENTION: Charles J. Orphanos, Manager
201 Warren Street Extension,
Peabody, MA, 01960

The Bidders should submit their proposal in a single sealed envelope. The following must be clearly marked on the outside of the envelope: (1) Annual Independent Financial Audit Services, (2) Bidders Name, (3) Bidders Address. Bidders must provide one (1) set of unbound original materials containing an original signature of the firm's principal and 3 copies of the same, which may be bound.

1.5 SCOPE OF WORK

1. The Firm shall perform an independent audit of all PMLP financial records, including the Power Supply Trust Fund. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller General of the United States, and accordingly, will include such other tests of the accounting records and procedures considered necessary by the Auditor. The audit will include an examination and statement of the revenue, expenses, changes in financial position, utility plant, electric revenue by rate and energy loss computation.
2. The Firm will perform the annual financial audits covering the years ending December 31, 2021, 2022 and 2023.
3. The Firm shall designate a senior staff member, at a minimum someone at the manager or partner level, which will be responsible for responding to PMLP phone call and e-mail communications.
4. The Firm will meet with PMLP management at the beginning of each audit and conduct an audit planning meeting to define the audit process and requirements.
5. At the conclusion of each annual financial audit, the Firm will appear before the Peabody Municipal Lighting Commission, in a public meeting, to discuss the findings resulting from the audit.
6. The Firm shall be available during normal business hours throughout the contract period to provide the PMLP with advice and guidance on financial accounting and reporting issues. The Firm will also be expected to notify PMLP of any new accounting or financial pronouncements that will directly impact PMLP.

Peabody Municipal Light Plant Annual Independent Financial Audit Services

7. In addition to providing the aforementioned services, the following reports will be issued:

- Management Letter which will include evaluations and recommendations addressing the financial conditions, practices, and operation of the PMLP and the Power Supply Trust Fund.
- Statement of Net Assets
- Statement of Revenues, Expenditures and Changes in Net Assets.
- Statement of Cash Flows.
- An opinion on whether the financial statements of PMLP are fairly presented and the respective changes in financial position are in conformity with generally accepted accounting principles generally accepted in the United States of America.
- Appropriate notes to the financial statements and supplemental schedules.
- Other reports or schedules to support the audit.

8. The Firm will print, bind and submit 15 copies each of the annual financial statements and management letter. In addition, they will prepare and submit a single electronic copy of the annual financial statements and management letter.

1.6 PMLP ASSISTANCE

The PMLP will provide the firm with the following: (1) Preparation of working trial balance; (2) Assistance in locating appropriate records; (3) Assistance in the preparation of supporting schedules; (4) Authorization of confirmations; and (5) Coordination of meetings and conferences.

1.7 REQUIRED INFORMATION

In order for PMLP to simplify the evaluation process and obtain the maximum degree of comparability, the PMLP requires that all responses be submitted in the format noted below. Any material deviation from this format may result in the disqualification of the proposal.

1. Letter of Transmittal

The Firm will submit a Letter of Transmittal on the firm's letterhead and certified by an authorized representative. The prospective Firm must briefly state their understanding of the work to be performed. The prospective Firm must provide an affirmative statement that it is independent of the PMLP as defined by generally accepted auditing standards. The prospective Auditor must provide an affirmative statement that the proposal is effective for at least ninety (90) days from the submission.

2. Audit Approach

The Firm will submit a work plan, including time estimates and staffing requirements, for each major component of the audit. Include a brief discussion of the audit procedures to be used in the audit process for each major component.

**Peabody Municipal Light Plant
Annual Independent Financial Audit Services**

3. Professional Experience

The Firm shall provide a history of the firm, including number of years in business, and size of firm. They shall describe their audit experience with Massachusetts municipal electric utilities/municipal governments within the last five years.

The Firm shall provide their organizational structure and identify the key personnel who are expected to work on the audit. 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 who will be responsible to manage the engagement. The Firm will not be allowed to remove or substitute the named Certified Public Accountant without prior written approval of PMLP. Provide biographies or resumes of the key personnel who will be assigned to the engagement.

The Firm shall provide a copy of the latest quality review opinion for your firm. In addition, they shall describe any regulatory action taken by any oversight body against the proposing accounting firm.

4. Professional References

The prospective Firm shall provide a contact person's name, address, telephone number and dates of service for three (3) Massachusetts electric utility/municipal clients to which the Firm is providing or has provided similar audits. At least two of the references must be of similar size to PMLP.

5. Additional Information

The Firm may provide any additional information, not specifically requested, but which you believe would be useful to the PMLP in evaluating your proposal.

6. Compensation

The Firm must provide a Project Lump Sum Fee that must be an all-inclusive fixed fee for the entire engagement. (On the attached Bid Form)

1.8 MINIMUM REQUIREMENTS

The PMLP Evaluation Committee shall reject proposals which do not meet the following certain minimum requirements or the instructions found in this document:

1. Minimum of 5 years proven experience in providing similar services to Massachusetts municipal electric utilities and/or municipal governments.
2. Certified Public Accountant(s) as part of the project team with a minimum of five (5) years' experience.
3. Each proposal shall be in SEALED envelope and submitted in accordance with in Section 1.4 - Proposal Submission and Opening and 1.5 – Required Information.

**Peabody Municipal Light Plant
Annual Independent Financial Audit Services**

1.9 EVALUATION CRITERIA

Proposals that meet all of the minimum requirements will be further reviewed using the criteria outlined in this section. The five evaluation criteria categories listed below will be evaluated:

1. Quality of Proposed Project;
2. Quality of the Professional Experience;
3. Experience in successfully completing projects of a similar size & scope;
4. Quality of Professional References, and;
5. Cost

The Firm that best meets the criteria listed in Section 1.9 Proposal Evaluation will be selected and submitted to the Manager for approval. Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the bid.

1.10 PAYMENT SCHEDULE

Progress payments may be billed monthly for actual services rendered to date. PMLP will not pay more 75% of the annual contract value until the final report is delivered. Upon receipt of the invoice the PMLP shall verify services rendered and shall then process said invoice payment.

**Peabody Municipal Light Plant
Annual Independent Financial Audit Services**

BID FORM

The Project Lump Sum Fee quoted below must be an all-inclusive fixed fee for the entire engagement. The Project Lump Sum Fee shall include all costs associated to fulfill the conditions of the engagement contract.

We herewith propose to provide the financial audit services in accordance with our proposal and otherwise as noted below.

Year	Project Lump Sum Fee	
Year 1	\$ _____	Per, year, fixed and guaranteed not-to-exceed.
Year 2	\$ _____	Per, year, fixed and guaranteed not-to-exceed.
Year 3	\$ _____	Per, year, fixed and guaranteed not-to-exceed.
Total Contract	\$ _____	

The above proposal is in complete compliance with Scope of Services: **Yes** **No**

The above proposal is in complete compliance with Purchaser's Terms & Conditions: **Yes** **No**

Signature of Bidder: _____

Printed Name: _____

Date: _____

SAMPLE

C O N T R A C T

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 «CONSULTINGSERVICE» 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 «CONSULTINGSERVICE» 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.

«TITLE»

PEABODY MUNICIPAL LIGHT PLANT

BY _____
(NAME)

BY _____
Charles J. Orphanos

(TITLE)

(DATE)