Patricia A. Peshka

Purchasing Agent



Scott Avedisian

Mayor

City of Warwick

Purchasing Division 3275 Post Road Warwick, Rhode Island 02886 Tel (401) 738-2013 Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website <u>Tuesday</u>, <u>April 4, 2017</u>. The website address is http://www.warwickri.gov/bids.

CITY OF WARWICK PROPOSALS REQUESTED FOR

RFP2017-290 Tax-Exempt Master Lease Purchase Program

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, April 4, 2017.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Thursday, April 13, 2017. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive proposal price. Please note that no proposals can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the proposal opening date.

Original Signature on File

Patricia A. Peshka Purchasing Agent

PLEASE SUBMIT THIS PAGE WITH YOUR PROPOSAL

Acknowledgement of Addendum (if applicable)

	Addendum Number	Signature of Bidde	er
			-
			-
COMPANY NA	AME:		
COMPANY AI	ODRESS:		
COMPANY AI	ODRESS:		
BIDDER'S SIG	NATURE:		
BIDDER'S NA	ME (PRINT):		
TITLE:	TEL. NO.:		
EMAIL ADDR	ESS:		*
=======================================		osals will be emailed, un	
II. AWARD ANI	O CONTRACT:		
Agent/Finance Dir enters into a contra project or receipt of	the CITY OF WARWICK, actinector/Mayor (delete if inapplicated with the above party to payof the goods unless another payor terms of the specifications, bo	able), accepts the above the proposal price upon ment schedule is contain	proposal and hereby completion of the ed in the
DATE:			
RF	FP2017-290	Purchasing Age	nt

CERTIFICATION & WARRANT FORM*

This form <u>must</u> be completed and submitted with sealed bid. Failure to do so will result in automatic rejection.

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16-Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature	Date
Company Name	
Address	
Address	

*This form cannot be altered in any way

CITY OF WARWICK NOTICE TO BIDDERS

RFP2017-290 Tax-Exempt Master Lease Purchase Program

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, April 4, 2017.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Thursday, April 13, 2017. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified. No proposals shall be accepted via facsimile or email.

The opening of proposals shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any proposals on that item has been opened, no other proposals on that item will be accepted and any such proposal shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a proposal thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for proposals, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All proposals should be submitted with one (1) original and two (2) copies, including an electronic copy on disk in each copy, and should be submitted in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP2017-290 Tax-Exempt Master Lease Purchase Program" and all financial statements

shall be included in a separate envelope clearly marked "RFP2017-290 Tax-Exempt Maser Lease Purchase Program" and "CONFIDENTIAL/FINANCIAL STATEMENTS."

Should you have any questions, please contact the City's Financial Advisor, Adam Krea at 401-334-4963 or at adam.krea@hilltopsecurities.com.

All proposals should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a Certificate of Good Standing from The Rhode Island Secretary of State dated no more than thirty (30) days prior to the date upon which the bid award was made. Please note that no other State's Certificate of Good Standing will be accepted.

If required, the successful bidder will provide said State of Rhode Island's Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

Prices to be held firm one year from date of award. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City.

The successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents proposal or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the proposal specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to proposal specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

CITY OF WARWICK, RHODE ISLAND

REQUEST FOR PROPOSALS APRIL 4, 2017

TAX-EXEMPT MASTER LEASE PURCHASE PROGRAM

The City of Warwick (the "City") is soliciting proposals from qualified financial institutions for Tax-Exempt Equipment lease purchase services.

This is a Request for Proposals, not an Invitation to Bid. Responses will be evaluated on the basis of the relative merits of the proposal, and the best interests of the City.

Questions may be directed to the City's Financial Advisor, Mr. Adam Krea at 401-334-4963 or at adam.krea@hilltopsecurities.com.

CITY OF WARWICK, RHODE ISLAND REQUEST FOR PROPOSALS TAX-EXEMPT MASTER LEASE PURCHASE PROGRAM

INTRODUCTION

The City of Warwick (the "City") is seeking proposals from qualified financial institutions to provide tax-exempt lease purchase arrangements for capital equipment for the City and in accordance with the terms of this Request.

This is a Request for Proposals, not an Invitation to Bid: responses will be evaluated on the basis of the relative merits of the proposal, in addition to price. Further, the names of offerors who have submitted proposals will be made public.

INSTRUCTIONS AND NOTIFICATION TO OFFERORS:

- Potential offerors are advised to review all sections of this Request carefully and to follow instructions completely as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of
 this procurement are solicited. However, proposals which depart from or materially alter the
 terms, requirements, or scope of work defined by this Request may be rejected as being nonresponsive.
- All costs associated with developing or submitting a proposal in response to this Request, or
 to provide oral or written clarification of its content, shall be borne by the offeror. The City
 assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the Finance Director.
- All pricing submitted will be considered firm and fixed unless otherwise indicated herein.
- It is intended that an award pursuant to this Request will be made to a qualified financial institution, which will assume responsibility for all aspects of the lease purchase. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040).
- Proposers are advised that all materials submitted to the City for consideration in response to this Request will, upon receipt of the Proposals (for materials described in Section 37-2-18(d)

of the General Laws of Rhode Island) and after an award (for other matters), be considered to be public records, as defined in Title 38, Chapter 2 of the Rhode Island General Laws.

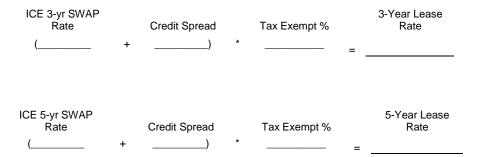
SPECIFICATIONS

Notice of Request: The City seeks to secure a tax-exempt master lease purchase agreement for the acquisition of capital equipment. The commitment between the City and the successful bidder (the "Lessor") is expected to continue for a period of one (1) year from the date of award and will be executed through a standardized leasing document. The City and the Lessor will enter into a Master Lease Purchase Agreement (the "Master Lease"). The City intends to acquire capital equipment under the Master Lease by utilizing one or more "takedowns". The City expects to acquire the equipment listed on Attachment A hereto, for an estimated amount of \$1,849,032.80. The initial takedown is expected on or before May 19, 2017. To the extent there is more than the initial takedown, the interest rate will vary with each takedown based upon a specific index, as noted herein. When issuance takedown occurs under the Master Lease, the rate is fixed for that particular takedown. There is no limit to the number of takedowns under the Master Agreement. The City reserves the right to utilize an escrow fund for each takedown. To this end, the City sets forth the following specifications.

Specifics

- 1. <u>Leasing Rates:</u> The firm selected will provide funding over the life of the contract using a fixed rate formula calculated by the basis point relationship to the 3-YEAR and 5-YEAR ICE SWAP INDEX as provided in the response to this proposal.
 - a) The fixed tax-exempt interest rate for each takedown will be calculated at funding according to the following formula:

The index on which the interest rates are based is either the 3-year or 5-Year Ice Swap Index, depending upon the amortization requested by the City plus a credit spread. The sum is then multiplied by a tax exempt factor. Proposals should assume annual principal and interest payments in arrears. Payments will be calculated on a 30/360 day basis. Please provide a sample amortization schedule for the full equipment cost, based on Attachment B, using your stated formula below with an indicative rate of April 10, 2017. Examples of the rate calculation that should be used and provided is as follows:



Any deviation from this provided formula calculation must include the index used, the
date from which the rate information is from and a formula breakdown similar to what
has been provided here to support the rate calculation.

- b) The Lessee has the option to prepay outstanding principal under a takedown at the time of any lease payment (annual prepayment option). Any prepayment premium or penalty should be outlined in the proposal and included in the annual purchase price option.
- c) The City has determined an estimated financing term listed on Attachment B, Summary of Term.
- d) LEASE PAYMENTS WILL BE SUBJECT TO ANNUAL APPROPRIATION BY THE CITY COUNCIL.
- 2. <u>Lessor Compensation:</u> Bidders are asked to include information on any escrow programs that they have available. All fees should be detailed along with who will be responsible for these fees. Fees should be embedded within the All In Cost (AIC) for each funding.
- 3. <u>Leasing Documents:</u> The lease documents to be used in the transactions will be standard taxexempt lease documents. The final form is subject to negotiation prior to final acceptance and approval by the Lessee's attorney.
- 4. <u>Lease Funds:</u> If the City chooses to place funds in an interest-bearing escrow account, investment decisions will be the responsibility of the Finance Director, or his designee, with review and approval by the Lessor. Interest earnings will begin to accrue at the time of delivery of the funds to the City's account and will accrue to the benefit of the City.
- 5. <u>Title:</u> Title will be vested with the Lessor during the term of the lease. The Lessor will be listed as first lien holder on all title certificates.
- 6. Exclusivity: It is expected that the City will provide lease-purchase arrangements for the equipment listed in Attachment "A" during the fiscal-years ending June 30, 2017 and June 30, 2018, however, such amounts are estimated only and do not bind the City to acquire any definite amount. The actual amounts will depend upon the City's ultimate requirements.
- 7. Expenses: The City does not anticipate paying any closing costs or annual/ongoing fees. All Lessor fees should be detailed. Fees should be embedded within the All In Cost (AIC) for each funding. At closing, the Lessor shall be responsible for paying to the Rhode Island Public Finance Management Board, the Public Finance Management Board fee (1/40 of 1% of the principal amount of the Lease) in the amount of \$450.
- 8. <u>Equipment Procurement:</u> The City will be responsible for developing specifications for equipment, conducting the bidding process and inspecting and accepting the equipment. All equipment will be new.
- 9. <u>Subject to Annual Appropriation:</u> The City's obligations under the Master Lease will be subject to annual appropriation by the City Council. Neither the City's full faith and credit nor its taxing power will be pledged to the Master Lease nor will any obligation under the Master Lease constitute a general obligation debt of the City.
- 10. Net Lease: The Lessee will be responsible for all costs and expenses such as maintenance.

- 11. <u>Bank Qualification:</u> All proposals should not be based on a bank qualified rate. The City will not designate the Fiscal Year 2017 Funding as Bank Qualified.
- 12. <u>Certificates of Participation:</u> Publicly offered COPs will not be allowed.
- 13. <u>Assignment.</u> No assignment of any interest in a takedown is permitted without the City's prior written consent.
- 14. <u>Conditions Precedent to Delivery:</u> The following, among other things, are conditions precedent to the funding of each takedown.
 - <u>No Litigation Certificate:</u> Upon funding of each takedown, the City shall deliver, or cause to be delivered, a certificate of the City, dated the date of delivery, to the effect that there is no litigation pending or, to the knowledge of such officer, affecting the validity of the funding or the ability of the City to pay same.
 - Form 8038G/GC.
 - Tax/No-Arbitrage Certificate (if escrow funded).
- 15. <u>Continuing Disclosures:</u> The City will not be responsible for complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "Rule") in connection with this funding.
- 16. <u>Term:</u> This Master Lease will be in effect for a period of one (1) year after date of award. Upon mutual written agreement, the Master Lease may be extended one (1) additional year.
- 17. <u>Lowest Proposal</u>: The City reserves the right to reject the lowest proposal. It may also reject any and all proposals.
- 18. Award: Expected at the May 1, 2017 City Council meeting.

QUALIFICATIONS

Vendors must document experience in working with municipalities on tax-exempt lease programs. Vendor proposal should include trustee services, if necessary, either as a Department of the vendor or by some other identified organization and all other fees and expenses such as legal fees, management fees and administrative fees must be clearly disclosed, but excluded from the lease proposal. Individuals responsible for working with the City should be identified in the proposal.

BID PROPOSAL

Interested offerors may submit proposals to provide services covered by this request on or before Thursday, April 13, 2017 at 11:00 AM. Proposals received after this time and date will not be considered.

Vendor must guarantee a fee (all-inclusive) and pricing schedule as follows:

<u>Fees and expenses:</u> All fees should be detailed. Fees should be embedded within the All In Cost (AIC) for each funding.

<u>Cost pricing:</u> In accordance with the index on which the interest rates are based prior to submission date. Proposal should assume annual rental payments.

SELECTION

Selection will be based upon the proposal, pricing guarantee, qualifications and experience of the vendor and quality of the proposal. All criteria will be weighed equally in the selection. Contract award will be for a one (1) year period with an option, as mutually determined by the City and the Lessor, to renew for one (1) additional year. The City may reject any and/or all proposals and the right to waive any informalities relating to the proposals if it is in the public interest to do so.

MISCELLANEOUS

<u>TITLE</u>: Title will remain with the Lessor throughout the term of the lease. Upon the last payment, title shall pass to the Lessee for a fee of one dollar (\$1.00). All titles will be mailed as a group with lien releases to the City of Warwick, Attention: Finance Director.

<u>NET LEASE/SUBJECT TO ANNUAL APPROPRIATION:</u> The Lessee will be responsible for costs and expenses such as taxes, maintenance and insurance.

<u>PROPOSAL SUBMISSION</u>: In addition to listing experience with Tax-Exempt Master Lease Agreements, please forward a current financial statement on your firm and, in addition to providing your pricing schedule as a spread in relationship to the 3-year and 5-year ICE SWAP Rate Index, include sample debt service schedules based on the following example:

Sample Level Debt Service Schedule

Term: 3-Years 5-Years

Principal Amount: \$1,235,028.02 \$614,004.78

Dated Date: May 19, 2017 May 19, 2017

Settlement Date: May 19, 2017 May 19, 2017

Interest Calculation: 30/360 in arrears 30/360 in arrears

Final Maturity: May 15, 2020 May 15, 2022

Annual Principal & Level Debt Service Level Debt Service

Interest Payments: May 15, 2018 – May 15, 2020 May 15, 2018 – May 15, 2022

Include AIC (All-In-Costs) Calculation

The firm selected will provide funding over the life of the contract using a fixed rate formula calculated by the basis point relationship to the 3-YEAR and 5-YEAR ICE SWAP INDEX as provided in the response to this proposal.

ANTI-KICKBACK ACKNOWLEDGEMENT

All vendors must read and include the following as an affirmative statement in their response:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered; paid or been solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by an officer, employee or member of the governing body of the City of Warwick, Rhode Island who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges that he/she has not offered, paid, or solicited by way of contribution or compensation, nor has he/she granted a gift, gratuity, or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Warwick, Rhode Island who exercises any functions or responsibilities in connection with either the award or execution of the project which this project or contract pertains.

ATTACHMENT A

LIST OF EQUIPMENT (PROJECTED. SUBJECT TO CHANGE.)

THE CITY OF WARWICK REQUEST FOR REIMBURSEMENT FUTURE LEASE PURCHASE (UNISSUED)

Invoice							
Entry					TOTAL	BUDGET	CHECK
Date	P.O. #	DEPT	PAYEE	DESCRIPTION	AMOUNT PAID	CODE	NUMBER
11/24/15	2201554	Fire	NE Fire Equipment	Terrastar Ambulance	217,970.00	499-0425	246927
03/07/16	2201304	DPW	Liberty Chevrolet	Chevrolet Silverado Truck w/ Plow	42,428.00	499-0425	300061
05/26/16	2202004	Police	Colonial Ford	(14) Police Cars-Ford Taurus	500,598.00	499-0425	302000
12/08/16	2300250	DPW	CN Wood	Street Sweeper	204,000.00	499-0430	306717
			Subtotal-Purchases:	_	964,996.00		
Plus Current E	ncumbrances	/Requisiti	ions:				
	2302264	Police	MHQ Municipal Vehicles	s (14) New Police Vehicles	516,460.02	499-0430	
	Req Only	DPW	RI Truck Center LLC	Sanitation Vehicle-Rear Loading	190,529.00	499-0430	
	Req Only	DPW	RI Truck Center LLC	Dump Truck with Plow	130,677.78	499-0430	
	Req Only	DPW	Liberty Chevrolet	Dump Truck with Trailer	46,370.00	499-0430	
			Subtotal-Encumbrances:	-	884,036.80		
			Total Due From Future La	ease Purchase:	1,849,032.80		

ATTACHMENT B

SUMMARY OF TERM (PROJECTED. SUBJECT TO CHANGE.)

THE CITY OF WARWICK REQUEST FOR REIMBURSEMENT

FUTURE LEASE PURCHASE (UNISSUED)

DEPT	PAYEE	DESCRIPTION	Lease Term	AMOUNT
Fire	NE Fire Equipment	Terrastar Ambulance	3	217,970.00
Police	Colonial Ford	(14) Police Cars-Ford Taurus	3	500,598.00
Police	MHQ Municipal Vehicles	(14) New Police Vehicles	3	516,460.02
		Sub-Total (3-year)		1,235,028.02
DPW	Liberty Chevrolet	Chevrolet Silverado Truck w/ Plow	5	42,428.00
DPW	CN Wood	Street Sweeper	5	204,000.00
DPW	RI Truck Center LLC	Sanitation Vehicle-Rear Loading	5	190,529.00
DPW	RI Truck Center LLC	Dump Truck with Plow	5	130,677.78
DPW	Liberty Chevrolet	Dump Truck with Trailer	5	46,370.00
		Sub-Total (5-year)		614,004.78
		Total Due From Future Lease Pu	rchase	1,849,032.80

CITY OF WARWICK

PROPOSAL AND CONTRACT FORM

TITLE OF SPECIFICATION: RFP2017-290 Tax-Exempt Master Lease Purchase Program

I. PROPOSAL:

WHEREAS, the CITY OF WARWICK has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the proposal into a contract. This proposal and contract shall be secured by Bonds, if required by the specifications.

TOTAL INTEREST COST:		
\$ AS SUBMITTED IN PROPOSAL		