


Proposal Submittal Form

<p>COLLETON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of SC</p>	<p>MAIL TO: Finance-Purchasing ATTN: Ms. Stacy Langdale PO Box 157 Walterboro, SC 29488</p>	
<p>REQUEST FOR PROPOSAL</p>	<p>HAND CARRY TO: Purchasing Office, Room 208A Harrelson Building, 31 Klein Street Walterboro, South Carolina 29488</p>	
<p>Proposals will be accepted until 2:00 PM, Wednesday, July 15, 2009</p>	<p>TELEPHONE NO. (843) 549-5716</p>	
<p>Then Publicly Opened in Room 208</p>	<p>PROPOSAL NUMBER: FIN-04 Equipment Lease-Purchase Financing</p>	

VENDOR NAME: _____

VENDOR ADDRESS: _____

CITY-STATE-ZIP: _____

MAILING ADDRESS: _____

(If different from above) _____

TELEPHONE NO.(_____) _____ FAX NO.(_____) _____

FEDERAL ID NO. _____ E-MAIL _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and verify that I am authorized to sign this proposal for the proposer. I further state that the company affiliated with this proposal currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

Proposer acknowledges receipt of the following addendum:

Number _____ Dated _____

Number _____ Dated _____

Number _____ Dated _____

Number _____ Dated _____

SIGNATURE

PRINTED NAME



Colleton County Purchasing
ATTN: Stacy Langdale, Purchasing Manager
Harrelson Building
31 Klein Street, Room 208
PO Box 157
Walterboro, SC 29488

ADDENDA NOTIFICATION FORM

RFP NO. FIN-04

EQUIPMENT LEASE-PURCHASE FINANCING

The County will attempt to notify all prospective firms of addenda issued to the proposal documents. However, it shall be the responsibility of the firm, prior to submitting their proposal, to contact the Purchasing Officer to determine if addenda were issued, acknowledging and incorporating it into their proposal. If it becomes necessary to revise any part of this request for proposals, an addendum will be posted on the County's website at www.colletoncounty.org. It is the responsibility of the Vendor to check the website for addendum up to the time of the proposal closing.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 843-549-7215, attention Stacy Langdale, Purchasing Manager. This form may also be completed, scanned and e-mailed to Stacy Langdale at slangdale@colletoncounty.org.

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____



Colleton County Finance/Purchasing
ATTN: Stacy Langdale, Purchasing Manager
31 Klein Street, Room 208
Walterboro, SC 29488

STATEMENT OF NON SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately, fax to 843-549-7215, or e-mail to slangdale@colletoncounty.org . If this statement is not completed and returned, your company may be deleted from the Colleton County list for this service.

We the undersigned, have declined to submit a proposal on the requested service **RFP NO. FIN-04 Equipment Lease-Purchase Financing** for the following reason(s):

- Insufficient time to respond to the Request for Proposal.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet proposal specifications.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: _____

Company name: _____

Signature: _____

Telephone: _____ Date: _____

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INSTRUCTIONS TO PROPOSERS

Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.

1. **Submit an original, so identified, and three (3) complete duplicate copies of the Proposal including a completed W-9 form and Certificate of Insurance for your agency in a sealed opaque package with the proposal number as well as the time and date for opening prominently marked on the outside.**
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. Proposals must be submitted to or at the time, date and exact location specified to be considered. No late proposals, telegraphic, telephonic, or electronic proposals will be accepted.
4. All information requested of the proposer must be entered in the appropriate space on the original forms as contained in this RFP package. Failure to do so may be grounds for disqualification.
5. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the proposal. Corrections and/or modifications received after the closing time specified will not be accepted.
6. Proposing Firms are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
7. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
8. **Addendum to Proposal:** If it becomes necessary to revise any part of this request for proposals, an addendum will be provided in writing to all vendors receiving this request for proposals. All amendments issued by Colleton County must be acknowledged in writing by vendor. In addition, all addenda will be posted to the Colleton County website at www.colletoncounty.org under "Online Bids." It is the responsibility of the Vendor to check the website for addenda up to the time of the proposal closing.
9. Proposal Closing. At the time that proposals are opened, the only information that will be released is the names of the participating proposers. No other information will be provided before the ranking of bidders and the issuance of award.
10. Prices will be considered net if no discount is shown.
11. Colleton County reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities.
12. In case of tie proposals, price and quality being equal, preference shall be given to Colleton County vendors. In every case, Colleton County reserves the right to make awards deemed to be in the best interest of the County.
13. Unless otherwise indicated in the proposal notice, prices must be firm, and remain in effect for ninety (90) days. Ambiguous proposals which are uncertain as to fees, delivery, or compliance with specifications may be rejected or disregarded.
14. Failure to Perform: If, during the term of this contract, the vendor should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to: 1) Obtain the goods or services from another vendor; and/or 2) Terminate the contract; and/or 3) Suspend the vendor from bidding for a period of up to 24 months. If the County exercises this right, the County shall not be responsible for any portions of this contract, nor shall the County be responsible for any pro-rata billings, partial work completed, parts ordered, supplies, or any other vendor related costs related to the cancellation of this contract.

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GENERAL PROVISIONS

1. **ORDER OF PRECEDENCE:** In the event of inconsistency between the provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) Colleton County Ordinance Number 2000-0-21 as amended, (B) The proposal schedule and instructions to offerers, (C) General conditions, (D) General provisions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Specifications.
2. **S.C. LAW CLAUSE:** Upon award of a contract or Purchase Order under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offerer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the offerer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
3. **EXCUSABLE DELAY:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
4. **AWARD CRITERIA:** Award will not be issued based solely on price as this award is considered a professional service. Colleton County will consider the proposal to be most advantageous to its own interests. References will be contacted and considered as part of the award criteria based on information provided related to the service history and uniform quality. The County will weigh pricing at 45 points, Uniform Tracking System at 30 points, Quality Control at 15 points, and References/Service Capabilities at 10 points.
5. **SPECIFICATIONS:** Any deviation from specifications in the proposal solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful offerer will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this proposal shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
6. **RESPONSIBILITIES:** The offerer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the request for proposal, but which is not specifically designated as a Colleton County responsibility, is a responsibility of the Contractor's operation, and the offerer shall include these in the response to this request for proposal accordingly.
7. **INSURANCE:** Upon award of the contract or Purchase Order under this proposal the contractor shall maintain, throughout the performance of its obligations a policy or policies of **Worker's Compensation** insurance with such limits as may be required by law, and a policy or policies of **general liability** insurance insuring against liability for injury to, and death of, persons, and damage to, and destruction of, property arising out of, or based upon, any act or omission of the contractor or any of its subcontractors of their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. **Prior to commencing work hereunder, Offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Colleton County, PO Drawer 157, Walterboro, SC 29488, Attention: County Purchasing and with a special notation naming Colleton County as an additional insured on the liability coverage.**
8. **AUDIT:** Contractor's records which pertain to this Contract shall be open for inspection and/or audit by the County upon request for a period of five years after each contract year. For audit purposes, the Contractor shall maintain actual costs related to this contract, including but not limited to, supply costs, rental costs, personnel costs, etc., for a period of five years after each contract year.

PROPOSAL PROCEDURES MUST COMPLY WITH THE PROVISIONS OF SC LAW AND REVISED
PURCHASING ORDINANCE NUMBER 2000-0-21 AS AMENDED.

SCOPE OF WORK

PURPOSE:

Colleton County, South Carolina (the "County"), is requesting proposals from various banks and financial institutions for a **\$ 1,402,500**, tax-exempt lease-purchase financing to defray the costs of certain equipment as described herein. The County invites interested parties to submit a proposal to finance the equipment giving your lowest available rate of interest and other conditions of such financing.

I. Structure of Lease

- (a) Amount to be Financed: \$1,402,500. The County retains the option to increase or reduce the total amount to be financed by up to 10%.
- (b) Payments: Three (3) approximately equal annual payments to the lessor payable March 1, 2010 to March 1, 2012.
- (c) Guarantee of Rates: All rates, costs and other terms of the proposal must be guaranteed from the date of your proposal to the closing date (on or before August 20, 2009).
- (d) Equipment: See attached Exhibit A.
- (e) Form of Equipment Lease-Purchase Agreement: Your proposed form of Equipment Lease-Purchase Agreement ("Lease Agreement") should be submitted with your bid.
- (f) Non-appropriation: An appropriate non-appropriation provision should be included in the Lease Agreement.
- (g) Nonsubstitution: If a nonsubstitution provision is proposed to be included in the Lease Agreement, no opinion as to the enforceability thereof will be given by the County's bond counsel.
- (h) Deficiency Judgment: There can be no deficiency judgment against the County nor can the full faith, credit and taxing power of the County be pledged.
- (i) Title: Title to the vehicles will be in the name of the County subject to the bidder's rights under the Lease Agreement.
- (j) Acquisition Account: The bidder must transfer by Federal funds wire the full amount of the financing (\$1,402,500.) to the County on the day of closing. If a bidder requires that the acquisition account be held by it or its designee, the bidder should so indicate on its proposal. Otherwise, the County retains the right to designate a bank to act as custodian of the acquisition account.
- (k) Costs of Issuance: All such costs relating to the preparation of the Lease Agreement and fees of bond counsel will be paid by the County. Any fees and costs of the bidder to be paid by the County must be stated in the response to the Request for Proposals.
- (l) Insurance: The County provides insurance through the South Carolina Insurance Reserve Fund. The equipment will be insured in a similar manner at face value.

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(m) Lease Agreement Designated As Qualified Tax-Exempt Obligations:, The County will designate the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986 relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

(n) Closing: The County expects to accept the successful proposal on August 4, 2009, and close the transaction on or about August 20, 2009.

II. Form of Proposal

(a) No response may be modified by the proposer after it has been submitted.

(b) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.

(c) Any proposal must be accompanied with a list of all requirements and conditions associated with its proposal.

(d) All proposals should indicate the interest rate for the lease term and include an amortization schedule showing annual payment amounts for the term of the financing.

(e) All proposals must provide full financing disclosure of all financing costs including any closing, legal, and tax opinion charges.

III. Evaluation of Proposals and Award

After the proposals are received, they will be evaluated by the officials of the County based on various factors, including the interest rate, proposed form of the Lease Agreement and acquisition agreement, additional covenants and terms, if any, references and other conditions set forth therein. The County reserves the right to reject any and all proposals or to waive irregularities in any proposal. The County expects to accept the successful proposal at its regular County Council meeting on August 4, 2009.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of Haynsworth Sinkler Boyd, P.A., Special Counsel.

V. Tax Exemption and Other Tax Matters. The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions that relate to tax-exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in the interest component of the Lease Agreement becoming subject to federal income taxation retroactive to the date of the Lease Agreement. The County will covenant to comply with the requirements of the Code to the extent required to maintain the exclusion of the interest component of the Lease Agreement from gross income for federal tax purposes. Failure of the County to comply with the covenant could cause the interest component of the Lease Agreement to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. The interest component of the Lease Agreement is not an item for tax preference for purposes of the individual and corporate alternative minimum tax. However, the interest component of the Lease Agreement will be

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includable in the adjusted net book income or adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Purchasers of the Lease Agreement should consult their tax advisors with respect to collateral tax consequences of ownership of the Lease Agreement, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.

South Carolina Taxation. The interest component of the Lease Agreement is exempt from all State taxation except estate or other transfer taxes. Section 12-11-20 of the South Carolina Code of Laws 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4-1/2% of the entire net income of such bank. Regulations of the South Carolina Tax Commission require that the term "entire net income" includes income derived from any source whatsoever including interest on obligations of any state and any political subdivision thereof. Interest on the Lease Agreement will be included in such computation.

VI. Investment Letter. The lessor will be requested to execute a letter to the County acknowledging, among other things, that (1) no official statement or other offering material has been furnished other than the Request for Proposals and other information provided by the County; (2) the lessor had an opportunity to make appropriate inquiries of and receive answers from such officials, employees, agents and attorneys of the County; (3) the lessor has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of the purchase of the Lease Agreement; (4) the lessor is acquiring the Lease Agreement as a vehicle for making a commercial loan and without a present view to the distribution thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the federal securities laws; and (5) the lessor is acquiring the Lease Agreement solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein.

VII. Additional Information

If you should have any questions regarding this Request for Proposals, you should contact:

Greg Guillaume
County Finance Director
Phone: 843.549.5716
e-mail: gguillaume@colletoncounty.org

Carol L. Clark
Haynsworth Sinkler Boyd, P.A.
Special Counsel
Phone 843.724.1123
e-mail: cclark@hsblawfirm.com

CONFIDENTIALITY

By submitting a proposal in response to this solicitation, a respondent acknowledges that Colleton County is a governmental entity subject to South Carolina Public Records Law. The respondent further acknowledges that any material or documents provided to Colleton County may be “public record” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide Colleton County with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under South Carolina law; the respondent shall indicate that belief by typing or printing, in bold letters, the phrase “Proprietary Information” on the face of each affected page of such material. The respondent shall submit to Colleton County both a complete copy of such material and a re-dated copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

FACTORS TO BE CONSIDERED IN AWARD OF AGREEMENT

The following factors will be used in evaluating the proposals. They are listed in descending order, with the most weight given to the first and the least weight to the last.

- Cost Proposal (ie. Interest Rate) **70 pts.**
- References **20 pts**
- Proposed form of the Lease Agreement & Acquisition Agreement **10 pts**

The County will negotiate an Agreement with the most responsive and highest qualified Vendor, at a compensation which is considered to be fair and reasonable to the County. In making this decision, the County shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should the County be unable to negotiate a satisfactory contract with the Vendor considered being most responsive and qualified, negotiations with that Vendor shall be formally terminated. Negotiations will then proceed with the remaining ranked Vendors in the same manner until an agreement is reached.

This solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of qualifications and proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject any, all, or any part of offers received as a result of this request, to negotiate with all qualified Vendors, or to cancel in part or in its entirety this Request for Proposals if it is in the best interest of the County.

PROJECTED SCHEDULE

Deadline for Questions	July 9, 2009
Proposal Due Date	July 15, 2009
Evaluation Committee Short List Meeting	July 20, 2009
Vendor Presentations (if necessary)	July 24, 2009
Approval of Contract by County Council	August 4, 2009
Closing Date	August 20, 2009

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EXHIBIT A

LIST OF EQUIPMENT

1. One (1) Heavy Duty Pickup Truck with Equipment	\$	43,000
2. One (1) Ambulance		180,000
3. One (1) Used Pumper		150,000
4. One (1) Articulating Man Lift		18,500
5. Twelve (12) Police Cruisers		435,000
6. One (1) Pickup Truck		29,000
7. One (1) Motor Grader		210,000
8. One (1) Dump Truck		152,000
9. One (1) Front Loading Garbage Truck		235,000
10. One (1) Mid-Size SUV 4x4		27,500
11. Closing Costs		<u>2,500</u>
TOTAL	\$	1,482,500
Monies supplemented by the County to offset cost of equip.		- 60,000
TOTAL LEASE-PURCHASE AMOUNT	\$	1,402,500

**CONSULTANT EVALUATION FORM
COLLETON COUNTY, SOUTH CAROLINA**

PROJECT DESCRIPTION Equipment Lease-Purchase Financing	DATE
PROPOSING FIRM	PROJECT NO: FIN-04

Evaluation Criteria	Value	Assigned Value	Weight	Score
I. Cost Proposal	1-5		70 %	=
II. References	1-5		20%	=
III. Proposed Form of the Lease Agreement & Acquisition Agreement	1-5		10%	=

REMARKS: The value assigned is judged on a scale of 1 through 5, with 5 being the highest possible value.

TOTAL SCORE _____

Evaluation Committee Member Signature