



July 19, 2010
Bulloch County Board of Commissioners
Master Municipal Lease Purchase Financing
Contract Number 11-001-ML-ADM

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for **A MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT**

The proposal consists of the following documents:

REQUEST FOR PROPOSAL

- I. Introduction
- II. Scope of Work
- III. Special Provisions and Terms and Conditions
- IV. Format For Proposal: Instructions For Materials To Be Returned
- V. Proposal Reply Section

Your complete proposal must be executed completely and correctly and returned in a clearly marked envelope as instructed by 2:00 p.m. EDT, August 6, 2010, to be considered.

Notice of Intent to Bid or No Proposal Forms are due in Monday July 26, 2010 by 4:00 PM via fax at 912.764.8634.

Please review and follow the information and instructions contained in this Request for Proposal. Should you need additional information, please call Tom Couch at (912) 764-6245.

I. INTRODUCTION

A. PURPOSE:

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to service the following to the Bulloch County, Georgia Board of Commissioners:

Lot A: Master Municipal Lease/Purchase Agreement (Forward Financing)

B. CONTRACT VALUE:

Lot A: Master Municipal Lease/Purchase Agreement (Forward Financing)

The County will commit to a minimum amount to be financed through this agreement between \$640,000 in vehicle and equipment purchases. The County is currently in the process of exploring new areas of capital equipment and/or building construction expenditure that may be suitable for financing and as a result, there is a possibility that the amount financed annually may increase by approximately \$2 to \$2.5 million dollars annually to a total of \$3 million.

Transportation Dept. Equip.-\$640,000.

Four (4) 64,000 lb. GVRW Dump Trucks-\$450,000.

One (1) Tractor with Boom Mower-\$100,000.

One (1) Wood Chipper-\$75,000.

One (1) Rotary Cutter For M315 Cat. Rubber Tire Excavator-\$15,000.

C. GUIDELINES:

Offerors are permitted to bid on **Lot A** . Proposals must be clear and concise. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

D. PROPOSAL EVALUATION PROCEDURES:

1. BASIS OF AWARD:

The Board of Commissioners shall award this contract to the best and most responsible offeror who meets the terms and conditions of the proposal. The award will be made on basis of price, proposal evaluation, and prior history of service and capability.

The Board of Commissioners reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the Bulloch County, Georgia. The intent though is to award this contract to one (1) offeror who demonstrated the ability and desire to service Lot A requested services.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals.

INTRODUCTION (continued)

CONTRACT NO. 11-001-ML-ADM
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Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

2. REVIEW COMMITTEE:

A group with expertise in procurement, contract management, budgeting, operations, technical, and financial information will comprise the Review Committee.

E. CRITERIA AND SCORING:

RFP SCORING CRITERIA	
ELEMENT	POINTS
Price: Lowest refinancing rate for Lot A.	50
Service: Ability to meet County's needs.	30
Profile: Background, experience, resources, reputation, financial resources, years in business and references.	15
Bonus: Ability to service Lot A requirements.	5
TOTAL	100

Review Committee members will assign up to the maximum number of points listed for each of the items listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members.

F. RFP PROCESS, TIMING, AND CHECKLIST

ACTIVITY	DATE	ACTION
RFP Issued	July 19, 2010	
Bid/No Bid Form Due	4:00 PM, July 19, 2010	Fax Intent to Bid Form to Tom Couch at 912.764.8634.
Written Questions Due	4:00 PM, July 26, 2010	E-mail questions to Tom Couch at tmcouch@bullochcounty.net .
Answers to Questions Returned	4:00 PM, July 30, 2010	Answers to be returned via e-mail by Bulloch County.
Proposal Submission Deadline	2:00 PM, August 6, 2010	Submit one (1) original copy and three (3) hard copies to: Bulloch County BOC 115 North Main Street Statesboro, Georgia 30458 Attn: Master Lease RFP
Proposal Opening	2:00 PM, August 6, 2010	Bulloch County BOC 115 North Main Street Statesboro, Georgia 30458
Evaluation and Final Negotiations	Through August 10, 2010	Staff
Selection	August 17, 2009	Board of Commissioners

The winning supplier(s) will be required to finalize and sign a contract(s) within 30+/- days of being awarded

INTRODUCTION (continued)

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BULLOCH COUNTY, GEORGIA's business. **Consequently, the County requests that each vendor supply sample contract documents used with future consideration of the Special Terms and Conditions outline in Section IV of this RFP document. Highly specific concerns regarding terms and conditions will be negotiated between the County and the supplier during final negotiations.**

G. INQUIRIES & QUESTIONS

Any questions with regard to any aspect of this RFP should be e-mailed to Tom Couch at tmcouch@bulloch.net, before **4:00 p.m. EST, Monday, July 26, 2010**. All questions will be answered in writing and distributed to all suppliers who have indicated their intent to bid according to the procedure outlined above. Inquiries should make specific reference to the sections and page numbers from this RFP where applicable.

II. SCOPE OF WORK

A. DETAILED REQUIREMENTS:

1. CURRENT TREASURY INDEX – TIERED BY AMOUNT FUNDED

In an effort to reduce transaction costs, the County would like vendors to help provide incentives for the County to aggregate volume by providing tiered leasing rates. **Please refer to Section V for submissions.**

The low bid price will be determined by the lowest percentage of the Current Treasury Index bid for a 1, 2, 3, 4, 5 and 6 year financing term instead of an interest rate. The interest rate will be determined by multiplying the Current Treasury Index by the bidder's percentage bid. This will be carried to the third decimal place.

The current Index will be the average of all the averages of the closing yield of the corresponding Treasury Notes listed in the Wall Street Journal. The Wall Street Journal shall be the source of data for the term of the contract. The current APR for each financing term shall be derived by multiplying the Current Treasury Index by the bidder's percentage of the Current Treasury Index for each financing term.

If the data for a particular note does not appear on the day the Current APR is set then the note(s) immediately preceding will be averaged and the notes immediately succeeding will be averaged. The average of these averages will be substituted for the average of the closing yield of the note that does not appear.

SCOPE OF WORK (continued)

If there is no data for Treasury Notes in the Wall Street Journal on the day of the Current APR is set, then the Current APR will be set on the first day in which the data appears. If the day upon which the Current APR is due to be set is a Saturday, Sunday or County Holiday, then it will be set on the first business day following.

The term of financing shall not exceed the economic life of the item or items procured.

2. AMOUNT OF FINANCING:

LOT A: MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT

The County will commit to a minimum amount to be financed through this agreement of approximately \$640,000 in vehicle and equipment purchases. The County is currently in the process of exploring new areas of capital equipment expenditure that may be suitable for financing and as a result, there is a possibility that the amount financed annually may increase by approximately \$2 to \$2.5 million dollars annually to a total of \$3 million.

3. MINIMUM PURCHASE:

The minimum amount to be financed on any transaction under this agreement will be \$5,000.00 In order to meet the \$5,000.00 minimum, the following guidelines will apply:

- (1) One single piece of equipment must meet the \$5,000.00 minimum.
- (2) Equipment purchased in multiple quantities may be financed provided each item will cost at least \$1,500.00 and the total of the item meets the \$5,000.00 minimum.

Prior approval must be obtained from the Office of the County Manager for any financing transaction.

4. LEASE PRE-PAYMENT:

During the term of any lease covered by this contract the Lessee shall have the option to prepay the outstanding principal balance or portions of the balance. The Board of Commissioners shall not accept a proposal which stipulates pre-payment penalties. **Requests by the County for a payoff balance of the principal, or any portion of the principal, must be provided by the successful bidder in five business days or less. Upon receipt of a County warrant for payment, the successful vendor shall immediately release the lien on the equipment or property and provide the title or a letter indicating the equipment or property is released, in five business days or less.**

5. PURCHASE OPTION:

Lease payment schedules shall be calculated to include a \$1.00 (one dollar) buy-out concurrent with the last lease payment.

6. ASSIGNMENT BY LESSOR:

The Lessor may not assign its obligation for any lease covered by this contract. With the written approval of the Office of the County Manager the Lessor may assign its right, title, or interest to equipment covered by a lease or group of leases to one or more assignees.

SCOPE OF WORK (continued)

7. APPLICATION OF RATE:

Once a rate is established for a specific lease (Percentage Bid X Current Treasury Index), it shall not change for the term of the lease. Once a payment schedule is established for a specific lease, it shall not change unless the County (Lessee) exercises its option to pre-pay the outstanding principal.

8. TAX EXEMPT:

The Bulloch County, Georgia Board of Commissioners is tax exempt and shall not be required to pay any tax, fee or charge above and beyond payment of principal and interest, with the possible exception of costs associated with an escrow account.

Federal Form 8038 must be completed and filed with each Lease/Purchase Agreement. It is the responsibility of the County (Lessee) to make sure this form is properly completed and filed with the successful vendor.

9. OPINION OF COUNSEL:

Prior to each lease acceptance, all lease documents are to be reviewed by the County Staff Attorney or other designated legal counsel. In addition to this, an "Opinion of Counsel" statement must be submitted verifying that the county legally meets the terms and conditions of the lease agreement.

10. LEASE PAYMENTS:

The County (Lessee) will have the flexibility to structure payments monthly, quarterly, semi-annual or annually in advance.

The successful vendor is required to invoice the County directly. At the option of the County, the Lessor shall in advance provide an aggregate invoice for all equipment on which payments are due, or individual invoices for each lease or item of equipment.

The County will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

11. NET LEASE:

All obligations, costs and responsibilities associated with ownership of the equipment will be borne by the Lessee including insurance, maintenance and applicable taxes.

12. ESCROW ACCOUNT:

The County will have the option to fund equipment under this Master Lease by either an escrow account or a direct vendor payment.

The County has the option of selecting their own escrow agent approved by the successful vendor (in which the County would be responsible for the payment of costs associated with the escrow) or utilizing a program available through the successful vendor.

SCOPE OF WORK (continued)

The bidders are asked to include information on any escrow program they have available. All fees should be detailed along with who will be responsible for these fees. Any interest earnings associated with an Escrow Account will be for the benefit of the County. The escrow arrangements will be coordinated with the Office of the County Manager.

13. REIMBURSEMENT RESOLUTION:

Out of public necessity and urgency, the County anticipates paying for some of the proposed public safety equipment in advance. The County is prepared to adopt a reimbursement resolution to draw lease proceeds to reimburse its capital projects fund and then assume lease obligation according to the payment schedule for designated equipment.

14. FEES AND EXPENSES:

Any fees or expenses of the bidder, except those associated with Escrow Funding are to be included within the interest rate quoted.

15. REFINANCING:

It should be indicated in your bid if refinancing of existing or future lease/purchases is permissible.

16. PROOF OF INSURANCE:

The County (Lessee) may be required by the successful bidder to provide Proof of Insurance which shows the equipment or property is protected from loss. It will be the obligation of the County Clerk to verify the extent of the coverage on the equipment or property. Insurance inquiries should be directed to:

Harry Starling, Chief Financial Officer
P.O. Box 347
115 North Main Street
Statesboro, GA 30458
Telephone: (912) 764-6245

17. BULLOCH COUNTY, GEORGIA LEASE PROCEDURES:

The following activities have proven to be very beneficial to the County. It is strongly suggested that the bidder adhere as closely as possible to these procedures. The bidder shall note any exceptions in the proposal.

- A. The County will obtain firm pricing/delivery of the Equipment to be leased. (Bulloch County Financial Policy Manual regarding bid laws and purchasing procedures must be followed.)
- B. Complete the Form of the Equipment Acquisition Request and fax to the Vendor for equipment approval, upon approval and delivery by the Vendor, the contractor will forward the original invoice documents to the County who will initiate financing procedures to the financial institution selected.
- C. All appropriate forms must be completed and **signed** by the person authorized to enter into a contract for the County.

SCOPE OF WORK (continued)

- D. Upon completion and execution of original documents, they will be reviewed by Mr. Jeff Akins, County Staff Attorney. He must submit an "opinion of counsel" statement verifying that the County legally meets the terms and conditions of the lease agreement. Mr. Akins, or his designee, will send the documents to the contractor for processing. The County will receive a copy directly from the contractor.

NOTE: Only the Bulloch County, Georgia Master Municipal Lease/Purchase Agreement approved by the County Staff Attorney's Office as part of the RFP is acceptable for use.

- E. The "Certificate of Acceptance" must be completed at the time that the Equipment is received, inspected, and accepted.
- F. The interest rate and lease terms become effective on the day of acceptance. An estimated monthly, quarterly, semi-annual, or annual payment can be received at any time by contacting the contractor. Once the Equipment has been accepted and the interest rate and payment schedule established, a Purchase Order then must be issued to the contractor.
- G. All documents must be submitted to the selected financial institution prior to the Lease Acceptance. The sooner the paperwork is completed and submitted the sooner a lease can begin.

18. BULLOCH COUNTY, GEORGIA CONDITIONS OF ROUTINE BUSINESS PROCESSING:

The following business activities and time frames have proven to be very beneficial to the County. It is strongly recommended that the bidder adhere as closely as possible to these procedures. The bidder shall note any exceptions in the proposal.

- A. Requested payoff amounts shall be valid for fifteen (15) days. This allows the County business offices sufficient time to process payment.
- B. Payoff calculations shall be received with five (5) business days from the date of such a request.
- C. Equipment titles or other related ownership documents shall be returned to the County within five (5) business days from receipt of payment by the County.
- D. Automobile titles held as collateral shall be made available to the County for routine tag changes as required. Requested titles shall be received by the County within five (5) business days of receipt of written request.

III. SPECIAL TERMS AND CONDITIONS

1. CONTRACT REQUIREMENTS:

This contract will be issued to cover the Master Municipal Lease Purchase/Agreement for all County operating agencies. The County is subject to financial evaluation by the contractor, prior to using this contract. The contractor reserves the right not to extend funding based on this evaluation.

2. MANDATORY USE CONTRACT:

REF: Bulloch County Financial Policy Manual. Every County department and branch of the County government shall procure all material, equipment and nonprofessional services pursuant to this manual.

3. CONTRACT PERIOD:

Each contractor's contract shall be valid for a twelve (12) month period from July 1, 2010 through September 30, 2011. Each contract may be renewed for two (2) additional one (1) year periods under the same terms and conditions. Agreement on any optional year must be in writing from both the contractor(s) and the Office of the County Manager and must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. PRICES:

Rate discounts shall remain firm for the term of the contract.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. It must provide incentive for the various Agencies within the County to consolidate volume and finance larger amounts.
- d. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

5. QUANTITIES:

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible County as deemed necessary during the period of the contract.

6. FUNDING OUT:

The continuation of this contract is contingent upon funding appropriated by the Board of Commissioners.

7. PROPOSAL BOND REQUIREMENT:

Proposal Bond Waived.

TERMS AND CONDITIONS (continued)

8. PERFORMANCE BOND REQUIREMENT:

Performance Bond Waived.

9. MANDATORY INSURANCE REQUIREMENTS:

Certificate of Insurance and/or copies of insurance policies waived.

10. BULLOCH COUNTY, GEORGIA REVENUE PAYMENT COMPLIANCE:

All vendors with Bulloch County should meet any necessary unpaid or under-paid financial obligations to the County prior to contract award including but not limited to any property taxes, financial institution tax, occupational tax, service fees or any other unresolved charge. Compliance is not necessary to submit a proposal, but prior to receiving an award, the successful contractor shall either furnish the Office of the County Manager with proof of Bulloch County, compliance where required.

Information regarding the award of this contract will be given to the Office of Financial Administration and the Tax Commissioner. Failure to comply with the Bulloch County, Georgia compliance requirements may subject your organization to applicable fines and/or interest penalties.

11. HOLD HARMLESS:

The successful contractor agrees that it shall indemnify and hold the Bulloch County, Georgia and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful offeror, its employees, and invitees on or about the premises and which arise out of the successful offeror's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering County may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE:

Neither the contractor nor the ordering County shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

TERMS AND CONDITIONS (continued)

14. EXCEPTIONS:

Offerors may elect to take minor exception to the terms and conditions of this RFP. The Office of the County Manager shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Office of the County Manager must reject exceptions that do not conform to County bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

14. MANDATORY USAGE REPORT:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolve around our ability to convey accurate and realistic information to all interested offerors.

A report must be furnished by the successful contractor after every QUARTER detailing the purchasing of all items on this contract. The format must at minimum include: **Date of Funding, Description of Equipment Being Financed, County Financing, Schedule Number, Principal Amount, Payoff Value, Monthly Payment, Term, Payment Frequency, Interest Rate and other terms to be mutually agreed upon**, must be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may be precluded from bidding on any future requirements.

15. BUSINESS REFERENCES:

In order to have your proposal considered, please supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Please include name, address, telephone number, fax number, e-mail address, and a verified contact person.

16. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (912) area code, a toll free (800) number, or agree to accept collect calls. Each County is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems.

17. BILLING:

The successful contractor is required to "Bill as Shipped" to the County. Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

18. PAYMENT:

The County will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice.

TERMS AND CONDITIONS (continued)

19. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Office of the County Manager to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

20. PROPOSAL/CONTRACT EXECUTION:

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Bulloch County, Georgia, Board of Commissioners.

21. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the County Purchasing Agent, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

22. COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23. AFFIRMATION:

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

24. AUDIT ACCESS TO RECORDS:

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the County, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official County representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the

TERMS AND CONDITIONS (continued)

County or other duly authorized County or Federal County shall inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the County for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

25. TERMINATION OF CONTRACT:

- a. Termination for Cause - If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.
- b. Termination for Convenience - The County may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the County, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the County. If the Contract is terminated by the County as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

26. REMEDIES:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the County and the Contractor arising out of, or relating to, this contract, or a breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Bulloch County, Georgia.

27. AMENDMENTS:

This contract may be amended, in writing, by mutual agreement of the parties.

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AND PORTFOLIO REFINANCE**

TERMS AND CONDITIONS (continued)

28. COUNTY'S RESPONSIBILITIES:

The County shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the County and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the County observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

29. CONFIDENTIALITY:

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Georgia Open Records Act. Bidders are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether then information may be or must be divulged to the party.

30. CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the Bulloch County, Georgia and any bidder. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

31. ASSIGNMENT:

This contract cannot be assigned except by express written consent from the Office of the County Manager, of the Bulloch County, Georgia.

BULLOCH COUNTY, GEORGIA

IV. FORMAT FOR PROPOSAL: INSTRUCTIONS FOR MATERIALS TO BE RETURNED

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall briefly summarize the offeror's ability to provide the services specified in the RFP and any other value-added service(s) not specifically requested.

The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Bulloch County, Georgia, Board of Commissioners.

C. MASTER MUNICIPAL LEASE RFP – RESPONSE SHEETS

The primary component of the response to the proposal is the file "Master Municipal Lease RFP Response Sheets" consisting of reference information and pricing located in Section VI.

D. NON-COLLUSION STATEMENT

The Non-Collusion Statement in Section VI must be filled out and completed.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

One (1) original copy, three (3) additional hard copies to be submitted in a sealed envelope clearly marked with the name of the offeror and labeled MASTER MUNICIPAL LEASE. The original signed copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The County will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

INSTRUCTIONS FOR MATERIALS TO BE RETURNS (CONTINUED)

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractors offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The County reserves the right to withdraw this contract, to reject any proposals, to waive minor irregularities in proposals or to allow the bidder to correct a minor irregularity if the best interest of the County will be served by doing so.

V. PROPOSAL REPLY SECTION

PROPOSAL REPLY SECTION

CONTRACT NO. 06-001-ML

MASTER MUNICIPAL/LEASE PURCHASE AGREEMENT

Please fill out the attached forms fully and completely and return by 2:00 pm. EST August 6, 2010, at which time proposals will be opened. Proposals must be sent to Mr. Kenneth Trapnell, Purchasing manager, Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, GA 30458.

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Bulloch County, Georgia that contracts are being proposed fairly on a competitive basis and comply with Georgia procurement laws. The County conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offeror(s). The disclosure of additional information, including prices, shall be at the discretion of the contracting County until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

NOTICE OF INTENT TO BID FORM

**BULLOCH COUNTY, GEORGIA
MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT AND PORTFOLIO REFINANCE**

Please return this form via fax no later than **4:00 p.m. EST** on **July 26, 2010** to Tom Couch at (912) 764-8634. Please note: You must return this form **whether or not** you intend to participate. Failure to respond may result in your being removed from the Bulloch County, Georgia's registered vendor list.

Supplier: _____

Contact Name: _____

Contact Title: _____

Address: _____

Contact Telephone: _____

Contact Email: _____

Switchboard Telephone: _____

Fax: _____

Mark **one** of the following:

_____ We **do** plan to respond to this RFP with a proposal

_____ We **do not** plan to respond to this RFP

Reason if no: _____

NO PROPOSAL REPLY FORM

**BULLOCH COUNTY, GEORGIA
115 NORTH MAIN STREET
STATESBORO, GA 30458
FAX: 912.764.8634**

CONTRACT # CONTRACT TITLE: MASTER MUNICIPAL LEASE/PURCHASE AGREEMENT

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below via fax no later than **4:00 p.m. EST on July 26, 2010** to Tom Couch at (912) 764-8634. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1 We do not wish to participate in the proposal process.

- _____ 2 We do not wish to bid under the terms and conditions of the Request for Proposal document.
Our objections are:

- _____ 3 We do not feel we can be competitive.

- _____ 4 We cannot submit a Proposal because of the marketing or franchising policies of the
manufacturing company.

- _____ 5 We do not wish to sell to the County. Our objections are:

- _____ 6 We do not sell the items/services on which Proposals are requested.

- _____ 7 Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Offeror's List **for these goods or services.**

_____ We wish to be deleted from the Offeror's List **for these goods or services.**

NON-COLLUSION AFFIDAVIT AND VENDOR DECLARATION FORM

TO: Bulloch County Board of Commissioners
 115 North Main Street
 Statesboro, Georgia 30458

ATTN: Kenneth Trapnell

ITEM PROPOSED: MUNICIPAL MASTER LEASE FINANCING

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. Affiant further states, understands, agrees and warrants as vendor, that: 1) they have not been a party to any collusion among vendors in restraint of competition by agreement to bid or proposal at a fixed price or to refrain from proposing, or with any office of the Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of the Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed proposal; 2) the vendor has carefully read and fully understands the full scope of the specifications; 3) the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications; this bid shall be valid for 60 days; 4) this bid may be withdrawn by requesting such withdrawal writing at any time prior to Friday, 2:00 PM, August 4, 2010, but, may not be withdrawn after such date and time; 5) Bulloch County reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest and the right to waive any technicalities and formalities in the bidding; and, 6) by submission of this proposal the vendor acknowledges that the Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor. If a partnership, a general partner must sign; if a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

County Where Business is Located	
Company Name	
Street Address	
City	
State	
Zip Code	
E-mail Address	
Phone Number	
Title of Authorized Company Official	
Signature of Authorized Company Official	

NOTARY PUBLIC AND SEAL
 Subscribed and sworn to before me this ___ day of _____ 20__.

VENDOR INFORMATION, LEASE DOCUMENTS AND PRICING FORMS

GENERAL INSTRUCTIONS

1. Complete all areas highlighted in yellow.
2. Do NOT alter formatting. All cells have been preformatted.
3. Please contact Tom Couch at tmcouch@bulloch.net with any questions.

A. VENDOR INFORMATION

VENDOR NAME:

Please appoint a primary contact from your agency that the State may use as a primary point of contact throughout this RFP process. Due to the aggressive timeline of the RFP process, this person should be available and able to respond quickly to requests.

PRIMARY VENDOR CONTACT

Name	
Title	
Street	
City, State, and Zip	
Primary Phone No.	
Primary Fax No.	
E-mail Address	

ADDITIONAL INFORMATION

Number of Years In Operation	
Total Annual Sales Revenue	
Total Annual Sales Revenue In Municipal Finance	
Number of Employees	
How many other States do you provide municipal financing?	
How many other municipalities do you provide municipal financing?	
How many professional employees are in your municipal finance group?	
How much municipal lease/purchase financing (in dollar terms) did you provide to public sector entities during your last fiscal year?	

CUSTOMER REFERENCE	
Name	
Title	
Street	
City, State, and Zip	
Primary Phone No.	
Primary Fax No.	
E-mail Address	
Brief Explanation of Relationship:	

CUSTOMER REFERENCE	
Name	
Title	
Street	
City, State, and Zip	
Primary Phone No.	
Primary Fax No.	
E-mail Address	
Brief Explanation of Relationship:	

CUSTOMER REFERENCE	
Name	
Title	
Street	
City, State, and Zip	
Primary Phone No.	
Primary Fax No.	
E-mail Address	
Brief Explanation of Relationship:	

B. LEASE DOCUMENTS

List all documents required to be executed at the inception of each new lease, their purpose, and who shall be expected to sign them (**attach samples to your Proposal**).

[This area is currently blank and highlighted in yellow, intended for the bidder to list lease documents.]

C. LOT A: PRICING

INSTRUCTIONS: Please complete the tables below. Express all values as a percentage of the corresponding Current Treasury Index.

NOTE: The low bid will be determined by the lowest percentage of the Current Treasury Index bid for a 1, 2, 3, 4, 5 and 6 year financing term instead of an interest rate. The interest rate will be determined by multiplying the Current Treasury Index by the bidder's percentage bid. This will be carried to the third decimal place.

Amount Funded	Duration (Months)					
	12	24	36	48	60	72
\$2,000,001 or above						
\$1,000,001 to \$2,000,000						
\$500,001 to \$1,000,000						
\$250,001 to \$500,000						
\$100,001 to \$250,000						
\$50,001 to \$100,000						
up to \$50,000						

