



## **Colleton County**

**Procurement Office  
Room 215  
31 Klein Street  
Walterboro, SC 29488  
Phone: (843) 782-0504**

### **BID: CC-03 EQUIPMENT LEASE/PURCHASE FINANCING**

<b>Date:</b>	<b>June 11, 2013</b>
<b>Solicitation Number:</b>	<b>CC-03</b>
<b>Closing Date/Time:</b>	<b>Wednesday, July 10th, 2013 @ 11:00 a.m.</b>
<b>Location:</b>	<b>31 Klein St., Room 215, Walterboro SC 29488</b>
<b>Procurement:</b>	<b>Equipment Lease/Purchase Financing</b>

Colleton County, South Carolina (the "**County**") requests proposals from qualified and eligible Offerors interested in providing financing services for the acquisition of equipment under a master lease agreement.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

Questions regarding this solicitation must be submitted in writing to Dennis E. Averkin, Procurement Director *no later than 11:00 a.m. on June 28, 2013*. Questions should be emailed to: [daverkin@colletoncounty.org](mailto:daverkin@colletoncounty.org)

Answers to all questions will be posted on the County website as addendums to this invitation for bid.

## INSTRUCTIONS TO BIDDERS

1. Submittal must include a letter of interest, one (1) original proposal clearly marked as original, and four (4) complete copies of the Offeror's proposal. Responses must be in a sealed container/package, received by fax or other electronic means (e-mail in \*.pdf format). For identification purposes, all containers/packages must contain the solicitation name and number. Individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the Offeror's sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. Offeror must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. When required, additional pages may be attached.

**A "No Response" qualifies as a response, however it is the responsibility of the Offeror to notify the Procurement Office if you receive solicitations that do not apply.**

## TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Division in writing no later than five (5) business days prior to the scheduled due date and time.
2. **BIDDERS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Offerors ability to provide said services.
3. **PROPOSAL WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Director.
4. **REJECTION:** Colleton County reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.

5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.

6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 40 calendar days.

7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.

8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Director of Colleton County.

9. **DEFAULT:** In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.

10. **NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.

11. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder.

Additionally the County will not provide indemnity to the successful bidder. Failure to comply with this section may result in your bid to be deemed non-responsive.

**12. FORCE MAJEURE:** The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without 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.

**13. ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any subcontractor.

**14. PUBLICITY RELEASES:** Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Offeror shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Director.

**15. GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.

**16. ASSIGNMENT:** The Offeror shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County.

The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.

**17. AFFIRMATIVE ACTION:** The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

**18. CONTRACT AWARD:**

**A.** This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror and the County.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.

**B.** The successful Offeror shall be required to execute a formal agreement with the County's Procurement Office **within five (5) business days after issuance of the Notice of Award.**

**19. CONTRACT ADMINISTRATION:** Questions or problems arising after award of an agreement shall be directed to the Procurement Director by calling (843) 549-5221. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 31 Klein Street, Room 215, Walterboro, SC 29488.

**All bids sent by mail should be sent certified mail to ensure delivery.**

## **FINANCING SERVICES**

1. **SCOPE:** The County (Lessee) proposes to establish an agreement with a qualified and eligible financial institution to provide financing services for the acquisition of commodities/equipment under a master lease purchase agreement as prescribed herein. The agreement shall be between the Lessee and the successful Offeror (Lessor).

2. **GENERAL:** The proposed lease purchase financing Project includes any one or more of the following items of property for use by the County Sheriff's Office, E-911 Dispatch and Fire/Rescue Commission. The desired terms of the proposed lease purchase financing are as follows:

**A. Principal Amount Of Lease-Purchase: Up to (but not to exceed) \$3,409,753** for six hundred nineteen (619) 800Mhz radios, two (two) Digital Repeater Systems, Dispatch Equipment for 7 Operators, and GPS Activation for radio devices. **(SEE EQUIPMENT LISTING ANNEX FOR FULL DETAILS).** The County is proposing to lease finance all of the items described therein.

**B. Tax Exempt Lease Purchase -**

➤ **This issue shall be "Bank-Qualified "** for taxation purposes in calendar year 2013 (as described in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended).

➤ The County shall enter into a tax-exempt lease purchase agreement with the Bank in order to provide financing for this Project.

➤ **Type/Security:** The obligation of the County to pay lease rental payments shall be subject to annual appropriations by the Colleton County Council.

➤ **Interest Rate:** The County desires fixed rate financing for these Project purchases. Please include the lease factor in addition to quoted interest rate.

➤ The proposal should include an indicative date for the fixed rate quote, and the period that the Bank will "hold" such rate. **The County anticipates delivery of the Project before July 31, 2013.**

➤ The County further requests the Bank to indicate its willingness to provide to the County the benefit of a commensurate decrease in the offered rate should market interest rates drop during the stated commitment period.

**C. Lease Payments and Terms:** The County wants to pay **annual** payment **in arrears** for either:

1) A seven (7) year term for the Project; **OR**

2) A ten (10) year term for the Project. Thus, proposals for both maturities are desired by the County. County fully reserves the right to select the maturity which best suits its needs.

**\*\*\*All payments must be computed on an annual compounding basis. \*\*\***

**D. Purchase Options:** The County will build equity in the equipment with each lease payment and will have the option to purchase the equipment as specified herein. The County will own the equipment free and clear of Lessor's lien after the last lease payment.

**E. Prepayment without Penalty:** The County wants a right of prepayment, upon reasonable notice to the Bank, without penalty for any loan received. Please indicate, however, whether no right of prepayment (or, right of prepayment which vests after a fixed period of time), would yield a lower interest rate quote from the Bank for the desired term quotes described above.

**F.** All obligations, costs and responsibilities associated with ownership of the equipment shall be borne by the County whereby dispersing of such funds will be the sole responsibility of the County.

**G.** The County reserves the right to have funds transferred in whole to an escrow agent chosen by the County whereby dispersing of such funds will be the sole responsibility of the County.

**H. The County will not pay escrow, investment or any other associated fees**

**I. The County will carry insurance coverage to full amount of equipment purchase (approximately \$3.4 Million); the Lessor WILL NOT be named as "Additional Insured" on the policy. The Lessor shall be named as "Loss Payee" on the property coverage.**

**J. Closing: Anticipated Lease Closing Date is July 31, 2013.** Offeror to provide the preferred method of closing on the Project. Indicate anticipated closing costs (if applicable) with closing method. Closing cost(s) will be considered in total financing cost calculations made by the County in award decision.

**K. Legal Costs:** The County has retained bond counsel and will assume all legal costs associated with issuance, opinion letter and lease purchase documentation, and filings with the appropriate fiscal authorities.

## SUBMITTALS

- A. Letter of Interest;**
- B. Rate Proposals** (Use enclosed Proposal Form);
- C. Master Lease Agreement** with option to purchase and consistent with enclosed Terms and Conditions.

**\*\*\*Note: The County reserves the right to seek legal counsel on agreement. \*\*\***

- D.** Documents/Certificates to evidence and carry-out transactions
- E.** (i.e. representations, warranties, and indemnities which are deemed appropriate by the County and the Lessor, etc.);
- F.** to include name, address, telephone number, and Master Lease Agreement.
- G.** Seven (7) and ten (10) year amortization schedules, with principal and interest listed separately.
- H. Offeror shall provide sealed bids in writing and shall indicate any bank loan fees or other special terms as a separate line item.** Given the terms of the proposed borrowing, the County anticipates that the Bank shall not require separate legal counsel. The County is retaining bond counsel and will pay all related legal fees. Copies of the County's audited financial reports for the prior fiscal year(s) will be provided, upon request. Also, however, please feel free to call the County to obtain additional financial information regarding the County or the Project. **The proposal must be**

delivered to the County on or before 11:00am on Wednesday, July 10th, 2013 to: Colleton County Government, Procurement Office, Room #215, 31 Klein Street, Walterboro SC 29488; and may be submitted via Fax: (843) 549-7215; and may be submitted by email to: [daverkin@colletoncounty.org](mailto:daverkin@colletoncounty.org) in a \*.pdf document. **SPECIAL NOTE:** If delivery is via Fax, Offeror must contact the Procurement Office at (843) 549-5221 extension 1236 before sending the Fax to ensure confidentiality of bid prior to closing time and date.

The County anticipates awarding the financing to the qualified bidder offering the lowest cost of financing for the total Project. Any and all Proposals to this Invitation for Bid (IFB) may be rejected by the County. Should any proposal not conform to the terms and conditions in this IFB, the proposal shall be subject to rejection as non-responsive. The right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the County is hereby reserved. Further, the County has the right to waive minor defects or variations from the exact requirements of the specifications in a proposal which do not affect the quality or schedule of the services being procured. If insufficient information is submitted in order properly to evaluate the proposal by an offeror, the County shall have the right to require such additional information as it may deem necessary after the proposal time and date, provided that the information requested does not change the quality or schedule of the services being procured.

On behalf of Colleton County, I thank you for your time and consideration to respond to this Invitation for Bid and look forward to receipt of a proposal from your Bank.



**Dennis E. Averkin**  
**Procurement Director**  
**Colleton County SC**  
[daverkin@colletoncounty.org](mailto:daverkin@colletoncounty.org)  
**843-549-5221 ext. 1236**



## Colleton County Procurement Office

### PROPOSAL RESPONSE FORM

Solicitation Number: **CC-03**

Closing Date/Time: **Wednesday, July 10, 2013 @ 11:00 am**

Location: **31 Klein St., Room 215, Walterboro, SC 29488**

Procurement: **Equipment Lease/Purchase Financing**

1. **Interest Rate:**                      7 Year: \_\_\_\_\_%              10 Year: \_\_\_\_\_%
2. **Lease Factor:**                      7 Year: \_\_\_\_\_              10 Year: \_\_\_\_\_
3. **Annual Payment:**                7 Year: \$ \_\_\_\_\_              10 Year: \$ \_\_\_\_\_
4. **Closing Costs**                      7 Year: \$ \_\_\_\_\_              10 Year: \$ \_\_\_\_\_  
(If applicable)

Preferred Funding Date: **July 31, 2013**      Offeror's Funding Date: \_\_\_\_\_

Details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name

Authorized Signature

**\*\*\*NOTE:** The attached Certificate of Familiarity must be returned with proposal response.



## Colleton County Procurement Office

31 Klein Street, Room 215

Walterboro, SC 29488

Solicitation Number: CC-03

### CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself/herself with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response 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 set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

**MINORITY BUSINESS:** Are you a minority business?

▶ **Yes** — (\_\_\_ Women-owned / \_\_\_ Disadvantaged) If yes, please submit a copy of your certificate with your response.

▶ **No** \_\_\_\_\_

#### MAILING ADDRESS

\_\_\_\_\_ Mailing Address

\_\_\_\_\_ Printed Name

\_\_\_\_\_ City, State, Zip

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_ Telephone Number / \_\_\_\_\_ Fax Number

#### REMITTANCE ADDRESS

\_\_\_\_\_ Company Name  
Signature (As registered with the IRS)

\_\_\_\_\_ Authorized

\_\_\_\_\_ Address

\_\_\_\_\_ E-Mail Address

\_\_\_\_\_ City, State, Zip

\_\_\_\_\_ Fax Number

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Toll-Free Number if available

\_\_\_\_\_ Federal Tax ID Number

\_\_\_\_\_ SC Sales Tax Number



**Colleton County Procurement Office**  
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Procurement: **Equipment Lease/Purchase Financing**

**"NO RESPONSE" FORM**

To submit a **"No Response"** for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Please check statement(s) applicable to your **"No Bid"** response:

- Specifications are restrictive
- Specifications are ambiguous (specify below in Comments section)
- We are unable to meet specifications
- We are unable to meet lease requirements
- We are unable to meet insurance requirements
- We do not offer this product or service
- Remove us from your vendor list for this commodity/service
- Other (specify below in the Comments section)

**Comments:**

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\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax



**Colleton County Procurement Office**  
**31 Klein Street, Room 215**  
**Walterboro, SC 29488**

**MOTOROLA EQUIPMENT LIST/SPECIFICATIONS**

**See Annex**