



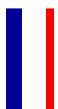
**REQUEST FOR  
PROPOSALS**

**CAPITAL LEASE FINANCING**

**RFP #2019-10**

**RFP DUE DATE: Monday, November 26, 2018**

**RFP DUE TIME: 3:00 P.M.**



## INDEX

Notice to Respondents .....	3
Introduction .....	4
Transaction Description .....	4
General Terms and Conditions.....	5
City Rights and Options.....	10
RFP Submittal Requirements .....	11
Master Lease Agreement .....	11
RFP Timeline.....	11
Submittal of Bid.....	11
Transmittal Letter.....	11
Review and Evaluation .....	12
Evaluation Criteria .....	12
Evaluation of RFPs .....	12
Competitive Negotiations .....	13
Best and Final Offer.....	13
Award of Competitive Capital Lease/Purchase Agreement(s).....	13
Exhibits to RFP	
Exhibit A - Term Sheet and Bid Form for Equipment Purchase	
Exhibit B - Authorization to Submit Proposal and Required Certifications	
Exhibit C – Litigation Disclosure	
Exhibit D – General Questionnaire	
Exhibit E – House Bill 89 Verification Form	
Exhibit F – Submittal Checklist	
Exhibit G – Capital Asset Lease	

## NOTICE TO RESPONDENTS

The City of Edinburg is soliciting competitive sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPS will be received until **3:00 p.m. Central Time**, on **Monday, November 26, 2018**, shortly thereafter all submitted RFPS will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFPS. RFPS will not be accepted by telephone or facsimile machine. All RFPS must bear original signatures and figures. The RFP shall be for:

### **RFP #2019-10 CAPITAL LEASE FINANCING**

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com). **If you have any questions or require additional information regarding specifications for this proposal, please contact Mr. Dagoberto Soto Jr., Director of Finance at (956) 388-1895.**

The City of Edinburg reserves the right to refuse and reject any or all RFPs and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPs for a period of **180** days without taking action.

RFPs must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

## INTRODUCTION

The City of Edinburg is issuing this Request for Proposals to identify qualified firms to enter into a capital financing agreement for various capital purchases.

The City of Edinburg's City Managers Department is seeking "Competitive Sealed Proposals" proposals for the capital purchase of \$7,418,350.00.; the detailed list of equipment can be found at the final page of this document (EXHIBIT G).

### **Background and Objectives**

All payments by the City under the lease/purchase agreement and the capital land financing agreement will be subject to annual appropriation by the City Council, and the capital financing agreements will not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation. The estimated cost of these purchases is approximately \$7,418,350.00 with useful lives of 5, 7 and 10 years. The structure of the financing would be based on the useful life of the equipment, equal quarterly principal and interest payments, and level annual debt service.

The capital financing agreements will be structured as a tax-exempt capital lease. Attached for your information is: a Term Sheet and Bid Form (Exhibits A); and a sheet indicating the cost of each piece of equipment. Also, each proposer must indicate any specific covenants or security features that will be required to obtain a financing commitment.

The City expects to select the most qualified, responsive, resourceful and experienced respondent based on the review by the City and its evaluation/selection committee. The overall most responsive firm will be selected at the sole discretion of the City based on the review of and scoring of the respondents' overall submittals.

### **Transaction Description:**

This transaction \$7,418,350.00 will be an advanced funded transaction with a portion of the proceeds to be disbursed directly to the City for capital assets purchased prior to lease closing date and the remaining portion to be placed in an escrow account(s) to be held by the Escrow Agent from which the equipment invoices and the costs of issuance will be paid. For equipment that has been purchased and paid for by the City prior to Lease Closing, the City will submit invoices and payment documentation in order to have the financing flow directly to the City. The City will make monthly principal and interest payments on the lease financing directly to the Investor; and the first principal and interest payment will be due on **January 2, 2019**.

The City reserves the right to accept or reject any lease documents proposed by the Respondent. If bids are subject to additional terms, the City reserves the right to negotiate with Respondent(s). The City always retains its right to award the transaction to other than the lowest bid. Please attach the bid form and an amortization schedule for \$6,063,350.00 to complete the documentation.

The successful proposer will be required to provide an investor representation letter at the time of closing.

## GENERAL TERMS AND CONDITIONS

### PURPOSE

(1) The purpose of these solicitation documents is to provide a proposal for: **CAPITAL LEASE FINANCING**

### INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

### SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. Three (3) complete sets of the response, one (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFPs:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

### TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s **180** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

### RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

### ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

### AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in

the opinion of the City of Edinburg is the best qualified.

### **NUMBER OF CONTRACTS**

(8) THE CITY reserves the right to award one or no contract in response to this RFP.

### **STATUTORY REQUIREMENTS**

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

### **ALTERATIONS/AMENDMENTS TO RFP**

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

### **NO RESPONSE TO RFP**

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

### **LIST OF EXCEPTIONS**

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

### **PAYMENT**

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

### **SYNONYM**

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for the Capital Lease Financing as specified.

### **RESPONDENT'S EMPLOYEES**

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **INDEMNIFICATION CLAUSE**

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

### **INTERPRETATIONS**

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

### **VERBAL THREATS AND OFFICIAL CONTACT**

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services

for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

### **CONFIDENTIAL INFORMATION**

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

### **PAST PERFORMANCE**

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

### **JURISDICTION**

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **RIGHT TO AUDIT**

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **VENUE**

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.1808 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CONFIDENTIALITY OF INFORMATION AND SECURITY**

(26) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

### **TERMINATION OF CONTRACT**

(27) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

### **RESPONSE DEADLINE**

(28) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, November 26, 2018 until 3:00 p.m.** for consideration. **An (1) original and two (2) copies** of complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for the **"CAPITAL LEASE FINANCING"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

### **ADDENDA AND MODIFICATIONS**

(29) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **RFP PREPARATION COSTS**

(30) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

(31) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.



### **AUTHORIZATION TO BIND RESPONDENT TO RFP**

(32) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### **BRAND OR MANUFACTURER REFERENCE**

(33) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **COOPERATIVE PRICING**

(34) Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **QUESTIONS AND CLARIFICATIONS**

(35) Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. **Any inquiries to this RFP must be submitted to Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com no later than November 16, 2018 at 5:00 p.m.**

### **HB 89**

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

**Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

## CITY RIGHTS AND OPTIONS

The City, at its sole discretion, reserves the following rights:

- To reject any and all proposals;
- To reduce the amount to be financed;
- To utilize alternative financing mechanisms;
- To disqualify any proposals not meeting the bid due dates;
- To disqualify any proposals not following the bid communication procedures;
- To supplement, add to, delete from and change this solicitation document;
- To determine which respondent, if any, should be selected for negotiations;
- To reject any or all information received pursuant to this bid;
- To supplement, amend, substitute or otherwise modify this bid at any time;
- To cancel this bid with or without the substitution of another bid or pre-qualification process;
- To request additional data or information after the submittal date, if such data or information is considered pertinent, in the City's sole view, to aid the review and selection process;
- To take any action affecting the bid or subject to this bid that would be in the best interests of the City;
- To require one or more respondents to supplement, clarify or provide additional information in order for the City to evaluate the bids submitted;
- To waive any defect or technicality in any bid received;
- To reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals or to re-advertise.

## RFP SUBMITTAL REQUIREMENTS

### MASTER LEASE AGREEMENT

The successful bidder will be expected to submit the master lease documentation for review and approval by the City Attorney. The City reserves the right to accept or make any changes in language and reserves the right to make final conforming changes to the documents.

### RFP TIMELINE

RFP issued by the City	November 07, 2018
Publication	November 07 & 14, 2018
Deadline for Questions (5:00 PM CST)	November 16, 2018
Proposals due (3:00 PM CST)	November 26, 2018
City Council	December 04, 2018
First Payment by City on Lease	January 02, 2018

### SUBMITTAL OF RFP

RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. Three (3) complete sets of the response, one (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFPs: 415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e. FedEx, UPS): City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFPs: City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

### PREPARATION OF RFP

Narrative pages are to be 8½x11 inches and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged.

### TRANSMITTAL LETTER

Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFP who will be the point of contact

for the City on all correspondence and communications pertaining to the RFP. State whether any addendums to this RFP have been received by your firm and whether consideration of their content has been included in your RFP. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract.

## **REVIEW AND EVALUATION**

### **Evaluation Criteria**

All RFPs submitted will be reviewed and evaluated based on specified RFP criteria. The evaluation system consists of a 100 Point system. The order of appearance does not signify relative importance. Although price will be the most important factor in this proposal evaluation, other items identified in this proposal may be a consideration of lesser importance. The City reserves the right to accept other than the lowest price, covenants, terms and conditions of a proposal, if it is deemed not in the best interest of the City. The submittal evaluation will be based on the following criteria.

#### **Pricing (Exhibits A) (80 Points)**

This will include a thorough and detailed review of the Bidder's pricing, covenants, terms and conditions. Although price will be a factor in proposal evaluation, it is specifically a consideration of lesser importance to other items identified in the proposal. The City reserves the right to accept other than the lowest price covenants, terms and conditions of a proposal, if it is deemed not in the best interest of the City.

Supplemental information and evaluation:

#### **Response to RFP Requirements (20 Points)**

Each respondent's submission will be reviewed for completeness and responsiveness to the RFP requirements. Based on its review and evaluation of the Qualifications, the City will select the most qualified respondent to begin negotiations. The solicitation will be based on the respondent's demonstrated ability to technically and financially perform the services outlined in this document. Specifically, Qualifications will be evaluated based upon the criteria presented in the subsequent paragraphs.

### **Evaluation of RFPs**

A committee comprised of various representatives from the City and its departments will evaluate responsive and responsible proposals.

Each proposal will be reviewed against the terms of this RFP to determine if the RFP is complete and responsive and how well the respondent satisfies the evaluation criteria. The City may reject any submittal found to be incomplete, unresponsive or not in compliance with the format requirements set forth in this bid. A submittal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the City.

The City reserves the right to reject any all responses to the RFP and is under no obligation to enter into a capital financing agreement.

The City intends to select the most responsive respondent and to negotiate an Agreement, then price with this firm. However, should the negotiation with the most responsive respondent not produce an acceptable contract arrangement, the City will request the next most responsive respondent to begin negotiations.

The responsibility for the final selection and negotiation rests solely with the City.

The City shall not be liable to any respondent for costs associated with responding to the RFP for the respondent's participation in any oral interview, or for any costs associated with the negotiations.

### Competitive Negotiation

The City retains the right to negotiate the final capital lease/purchasing agreement(s) regarding price, covenants, terms and conditions, to be presented to the City Council of the City of Edinburg for approval, with one or more of the apparent most responsive bidders as solely determined by the City.

The City reserves the right to request clarification, to conduct discussions with bidders, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions. When the City Council makes an award, the solicitation file and the proposals are a matter of public record.

### Best and Final Offer

The City may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to the City to conduct further discussions or change its requirements. The request for a BAFO shall inform proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

### Award of Capital Lease/Purchase Agreement(s)

Subject to the City Council approval, award will be made to the proposer whose proposal has been deemed most advantageous to the City in accordance with the evaluation criteria contained in the RFP.

**EXHIBIT A****Term Sheet and Bid Form****TAX-EXEMPT LEASE PURCHASE TRANSACTION  
FOR  
EQUIPMENT PURCHASE**

This term sheet is a summary of the terms for this financing and is not intended to be a complete description.

<b>Lessee:</b>	City of Edinburg
<b>Total Transaction Size:</b>	\$*7,418,350.00
<b>Structure:</b>	Tax-Exempt Capital Lease subject to annual Appropriations; Level Debt Service
<b>Term:</b>	Five (5), Seven (7) and (10) Years Quarterly Payments in Advance
<b>Security:</b>	Equipment
<b>Use of Proceeds:</b>	The proceeds will be used to finance the purchase of various Capital Assets as listed in EXHIBIT G.
<b>Timing:</b>	Bid Release: Wednesday, November 7, 2018 Bids Due: Monday, November 26, 2018 at 3:00 p.m.

*\* Subject to change*

## EXHIBIT A-1

### PRICING FOR EQUIPMENT

This section/document is to be used by the Proposer to specify proposed rates, covenants, terms and conditions for the Capital Lease Financing requested by the City.

The price, covenants, terms and conditions in this RFP are valid for 180 days from the date of submission.

I hereby certify that I acknowledge acceptance of the rates for the initial capital lease/purchase agreement period.

---

Printed Name of Authorized Individual

---

Name of Submitting Organization

---

Signature of Authorized Individual

---

Date

**EXHIBIT B**  
**AUTHORIZATION TO SUBMIT PROPOSAL AND REQUIRED**  
**CERTIFICATIONS**

By signing below, the Proposer hereby certifies that:

- They have read, understand, and agree that acceptance by the City of the Proposer's offer by the issuance of a master lease agreement or contract will create a binding contract;
- They agree to fully comply with all terms and conditions as set forth in the City's master lease agreement, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific capital lease agreement;

The person signing the Proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make decisions regarding the prices, covenants, terms and conditions quoted.

The Bidder is a corporation or other legal entity.

No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

\_\_\_\_\_ All amendments to this RFP issued by the City have been received by the person/organization below. All amendments are signed and returned with the Proposal.

\_\_\_\_\_ No amendments have been received.

The price, covenants, terms and conditions in this Proposal are valid for 180 days from the date of submission.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID

Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email \_\_\_\_\_

Print:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_



**EXHIBIT C****LITIGATION DISCLOSURE FORM**

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

**Circle One**

YES

NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

**Circle One**

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

**Circle One**

YES

NO

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.**

**EXHIBIT D****VENDOR/S PROVIDING PROPOSAL FOR THE  
CAPITAL LEASE FINANCING QUALIFICATIONS  
GENERAL QUESTIONNAIRE**

- 1 Name/Name of Agency/Company: \_\_\_\_\_  
(Full, correct legal name)
- 2 Address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone/Fax: \_\_\_\_\_
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?  
  
Yes\_\_\_\_ No\_\_\_\_
5. Is your Company authorized and/or licensed to do business in Texas?  
Yes\_\_\_\_ No\_\_\_\_
6. Where is the Company's corporate headquarters located? \_\_\_\_\_
7. a. Does the Company have an office located in Edinburg, Texas?  
  
Yes\_\_\_\_ No\_\_\_\_
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?  
  
\_\_\_\_ (years)      \_\_\_\_ (months)
- c. State the number of full-time employees at the Edinburg office. \_\_\_\_\_
8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?  
  
Yes\_\_\_\_ No\_\_\_\_
- b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?  
  
\_\_\_\_ (years)      \_\_\_\_ (months)

c. State the number of full-time employees at the Hidalgo County office. \_\_\_\_\_

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes\_\_\_\_ No\_\_\_\_

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes ( ) No ( ).

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

13. Provide any other names under which your business has operated within the last 10 years.

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT E****HOUSE BILL 89 VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of  
 \_\_\_\_\_, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

*Pursuant to Section 2270.001, Texas Government Code:*

*1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

*2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

---

\_\_\_\_\_  
**SIGNATURE OF COMPANY REPRESENTATIVE:**

\_\_\_\_\_  
**TYPE/PRINT NAME AND TITLE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_

## EXHIBIT F

### SUBMITTAL CHECKLIST

**This checklist is to help the company submitting proposal for the CAPITAL LEASE FINANCING ensure that all required documents have been included in its submittal.**

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Tab A – Interest Statement	
Tab B – Company submitting proposal for the CAPITAL LEASE FINANCING Qualification General Questionnaire (EXHIBIT D in RFP)	
Tab C – *Project Requirements Acknowledgement (EXHIBIT B in RFP)	
Tab D – Litigation Disclosure (EXHIBIT C in RFP)	
Tab H – Submittal Checklist (EXHIBIT F in RFP)	
Tab I - *House Bill 89 Verification (EXHIBIT E)	
Tab J- *Formal Proposal for the Capital Lease Financing	
1 Original* and 2 Copies of Submittal	

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.**

EXHIBIT G  
CAPITAL ASSET LEASE

**City of Edinburg  
Fiscal Year 18-19  
Capital Asset Lease Needs**

**Capital Asset Purchases**

	<u>Department</u>	<u>Amount</u>	<u>Purpose/Description</u>	<u>Useful Life</u> <u>Years</u>
1	Wastewater Plant	80,000	(1) Backhoe	10
2	Systems	80,000	(1) Backhoe	10
3	Solid Waste Mgmt.	125,000	(1) 420 IT Backhoe	10
4	Systems	48,600	(1) Mini-Excavator	10
5	Solid Waste Mgmt.	1,253,250	(3) Off Road Dump Truck Articulated Systems	10
		<b>\$ 1,586,850</b>		

1	Police	25,000	(1) Transit Cargo Van	7
2	Police	25,000	(1) Animal Control Pickup Truck	7
3	Code Enforcement	25,000	(1) Pickup Truck (1/2 ton)	7
4	Streets	40,000	(1) Diesel Extended Cab Utility Truck (3/4 ton)	7
5	Streets	275,000	(1) Street Sweeper	7
6	ROW	25,000	(1) Extended Cab Pickup Truck (1/2 ton)	7
7	ROW	22,000	(1) Single Cab Pickup Truck (1/2 ton)	7
8	Systems	30,000	(1) Pickup Truck (3/4 ton)	7
9	Systems	47,000	(2) Pickup Trucks (1/2 ton)	7
10	Systems	120,000	(3) Pickup Truck with Utility Box (3/4 ton)	7
11	Wastewater Plant	20,000	(1) Pickup Truck (1/2 ton)	7
12	Wastewater Plant	23,000	(1) Pickup Truck (1/2 ton)	7
13	World Birding Center	24,000	(1) Extended Bed Pickup Truck (1/2 ton)	7
14	Parks	46,000	(2) Pickup Trucks (1/2 ton)	7
15	Los Lagos Golf Club	19,000	(1) Boom Sprayer	7
16	Solid Waste Mgmt.	680,000	(2) Resedential Automated Side Load Retrievers	7
17	Solid Waste Mgmt.	530,000	(2) Brush Crane Loaders	7
18	Solid Waste Mgmt.	84,000	(2) Pick Up Trucks 4 x 4 (1/2/ ton)	7
19	South Texas International Airport a	30,000	(1) Small SUV 2.5L	7
		<b>\$ 2,090,000</b>		

1	Solid Waste Mgmt.	270,000	(1) Motor Grader	5
2	Solid Waste Mgmt.	95,000	(1) Hydromulcher Machine	5
3	Solid Waste Mgmt.	840,000	(1) D8 Track Dozer	5
4	Solid Waste Mgmt.	1,150,000	(1) 836K Landfill Compactor	5
5	Solid Waste Mgmt.	365,000	(1) 336 Excavator	5
6	Streets	156,000	(1) Boom Mower	5
7	Streets	165,000	(1) Diesel Aerial Telescopic Platform Lift	5
8	Streets	115,000	(1) Utility Tractor & Shredder	5
9	Streets	200,000	(1) Front End Loader	5
10	ROW	66,000	(1) Litter Picker	5
11	ROW	45,000	(1) Utility Tractor with Loader	5
12	ROW	12,000	(2) Mowing Shredders	5
13	Los Lagos Golf Club	17,000	(1) Aerator	5
14	Police	12,000	(2) Rifle Scopes	5
15	Fire	150,000	Furniture for Station #5	5
16	Fire (Prevention)	6,000	(5) Protech FAV LP Clean Vest Type IIIA	5
17	Los Lagos Golf Club	77,500	(25) Golf Carts	5
		<b>\$ 3,741,500</b>		

<b>1,586,850</b>	<b>Lease #1 - 10 Years</b>
<b>2,090,000</b>	<b>Lease #2 - 7 years</b>
<b>3,741,500</b>	<b>Lease #3 - 5 years</b>
<b>\$ 7,418,350</b>	<b>Total Lease Funds</b>

**TERMS**

- 1) Lease #1: \$1,586,850, amortization for 10 years
- 2) Lease #2: \$2,090,000, amortization for 7 years
- 3) Lease #3: \$3,741,500, amortization for 5 years
- 4) Monthly payment, in arrears, 1st payment estimated to be January 2, 2019
- 5) Bank Non-Qualified Debt
- 6) Only RFQs for the entire finance needs and lease structure will be considered valid bids
- 7) Bid opening November 26, 2018. Bid awarding estimated to be December 4, 2018.
- 8) Financial statements/budgets/audits can be found at: website address here
- 9) In submitting your bid, please include the following:
  - a) Financial institution's ability to provide funding
  - b) Interest rate for lease, and the length of time you can hold that rate
  - c) Recent list of references in which capital lease financing was provided
  - d) Requirements you will need to fully execute the financing package (collateral, reserve account, etc...)
  - e) If funds will be kept in escrow until needed, NET YIELD of interest rate and administrative costs