

JAMES ISLAND PUBLIC SERVICE DISTRICT

1739 Signal Point Road
Charleston, SC 29412
Phone (843) 795-9060 / Fax (843) 762-5240

REQUEST FOR PROPOSAL (RFP) # GF2019-04

ISSUE DATE: Tuesday, July 2, 2019

DELIVERY DUE DATE & TIME: Wednesday, July 17, 2019 by 2:00 PM (EST)

RESULTS: Published upon Commission approval

DELIVERY LOCATION: James Island Public Service District
1739 Signal Point Road
Charleston, SC 29412

PROCUREMENT FOR: 2019 Lease Purchase Financing Services \$1,061,000

DIRECT ALL INQUIRES: James G. Game, MBA, Chief Financial Officer
Email: gamej@jipsd.org or Phone: 843-998-6175

This solicitation does not commit James Island Public Service District to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the bids are received on, or before, the date and time specified. No bid will be accepted thereafter. The District assumes no responsibility for delivery of bids that are mailed and reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

All proposals must be submitted under sealed cover and **mailed or hand delivered** at the location and time stated herein and will be opened thereafter:

MAILING ADDRESS:

James Island Public Service District
Attn: James G. Game, MBA
Chief Financial Officer
Post Office Box 12140
Charleston, SC 29422-2140

STREET ADDRESS:

James Island Public Service District
Attn: James G. Game, MBA
Chief Financial Officer
1739 Signal Point Road
Charleston, SC 29412

Each sealed envelope containing a proposal shall be marked on the outside with the Offeror's complete name, address, and proposal number.

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the District's Administration Division from 8:00 a.m. to 5:00 p.m., Monday through Thursday, at 1739 Signal Point Road, James Island, South Carolina 29412.

BACKGROUND CHECK

The District reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the District, the proposer consents to such an inquiry and agrees to make available to the District such books and records as the District deems necessary to conduct the inquiry.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

FORCE MAJEURE

The successful firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the District at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the District to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the successful firm to deliver services in accordance with the contract terms and conditions, the District, after due oral or written notice, may procure the services from other sources and hold the successful firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

INDEMNIFICATION

The successful firm covenants to save, defend, keep harmless, and indemnify the District and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful firm's negligent performance or nonperformance of the terms of the contract.

RIGHTS RESERVED BY DISTRICT

The right is reserved by the District to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the District.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the District, must furnish to the District Form 1-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

NON-APPROPRIATION

Any contract entered into by the District resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

JIPSD INFORMATION:

The James Island Public Service District (the "District") is a special purpose district located in Charleston County, South Carolina created by Act No. 498 of the Acts of the General Assembly of the State of South Carolina in 1961. The District was created in order to better facilitate public services for the residents of James Island, South Carolina. The District provides Wastewater collection services, Solid Waste collections service, street signs and lighting, and Fire Protection services. The District serves a population of approximately 24,000+ residents and employs 110+ personnel within five departments: Fire, Solid Waste, Wastewater, Fleet Maintenance and Administration.

The District operates under a Council/Manager form of government where a seven (7) member Commission, elected at large by residents within the District, establish policy and the District Administrator and his appointees are responsible for daily operations.

Please submit the following form on or before 2:00 pm on July 17, 2019:

1. Proposal Submission Form

NOTE: Please review our website at www.jipsd.org for any amendments to this solicitation prior to submitting your proposal on stated date and time.

1. DEFINITIONS

“Services Agreement” “Agreement” “Contract” means the contract or District Purchase Order that will be issued between the District and the successful Offeror and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Offeror’s response and acceptance by the District.

“District” “Owner” means James Island Public Service District.

“Offeror” means responder to this Request for Proposals.

“Proposal” means the submission by the Offeror.

“Request for Proposals” (RFP) shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

2. REQUEST DESCRIPTION

The James Island Public Service District (District) requests proposals 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 described herein. The agreement shall be between the Lessee and the successful Offeror (Lessor).

2.1. General

- a. The District estimates funding at approximately \$1,061,000.00 under this program over a twelve (12) month period effective from the date of execution of approved agreement. Actual expenditures may vary.**
- b. The District shall have the option to fund equipment and/or refinance existing equipment under the agreement using an escrow account through direct payment.
- c. Equipment shall include, but is not limited to, vehicles, and other such items deemed necessary by the District as permitted by state law.
- d. The District is requesting annual payment in arrears; seven (7) years are required *All payments must be computed on a annual compounding basis.**
- e. Purchase Options: The District will build equity in the equipment with each lease payment and will have the option to purchase the equipment as specified herein. The District will own the equipment free and clear of Lessor’s lien after the last lease payment.
- f. All obligations, costs, and responsibilities associated with ownership of the equipment will be borne by the Lessee to include, but is not limited to, insurance, maintenance, and applicable taxes.

- g. The District reserves the right to have funds transferred in whole to an escrow agent chosen by the District whereby dispersing of such funds will be the sole responsibility of the District.
- h. The District shall have the right to prepay, without penalty, in whole at any time by paying (a) all amounts then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 100% of the outstanding principal amount. Also, the District will have the right to pre-pay, without penalty, on the balance of any totaled vehicle. This section also specifically includes “transfers upon completion,” whereby the District will not be subject to a prepayment fee upon any return of the balance of remaining monies at the end of the lease.
- i. The District will provide audited FYE 2018 financial statements. Since the District has a June 30th fiscal year, the FYE 2019 statements will not be available.
- j. The District will not pay escrow, investment or any other associated fees.
- k. The Lessee will carry liability coverage of \$600,000; the Lessor **will not** be named as “Additional Insured” on the policy. The Lessor shall be named as “Loss Payee” on the property coverage.
- l. Anticipated lease closing date is early August 2019.

2.3. REFERENCE INFORMATION (LESSEE):

- General Obligation Rating: AA- (Standard and Poor’s)
- The financing will not be a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

2.2. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

- Completion of the Proposal Submission Form provided
- Adherence to Specifications
- References
- Offeror’s qualifications, experience, and demonstrated performance

2.3. Irrevocability & Acceptance of Proposals

The District requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time. The District reserves the right to waive formalities in, accept or reject any or all Proposals or accept the Proposal deemed most favorable in the interest of the District. The District will be under no obligation to proceed further with any submitted Proposal and should the District decide to abandon the same, it may, at any time, invite further Proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the District.

Should your Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents will be utilized to document the agreement fully and completely.

2.4. Subletting

If awarded, the Offeror will not, without the written consent of the District, assign, sublet or transfer any subsequent contract or any part thereof.

3. AWARD OF CONTRACT

3.1. Notification of Award

The District will notify the successful Offeror (“Contractor”) in writing (email acceptable) of its decision to award the project once Commission approves terms.

4. PROPOSAL SUBMITTALS

- Letter of Interest.
- Rate Proposals (Use enclosed Proposal Form).
- Current Financial Reports for the most recently completed Fiscal Year.
- **Master Lease Agreement with option to purchase.**
Note: The District reserves the right to seek legal counsel agreement.
- Documents/Certificates to evidence and carry-out transactions.

5. EXAMINATION OF PROPOSAL DOCUMENTS

The Offeror must carefully examine the Proposal Documents. The Offeror may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the District. There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the District, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

6. GENERAL INFORMATION

Offerors are advised that submissions are subject to the Freedom of Information and Protection of Privacy Acts.

The District will not assume any responsibility or liability for any costs incurred by the Offeror in the preparation of a Proposal.

Wherever possible, the District wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

JAMES ISLAND PUBLIC SERVICE DISTRICT

PO Box 12140 / 1739 Signal Point Road

Charleston, SC 29422

Phone (843) 795-9060 / Fax (843) 762-5240

Proposal Submission Form

SOLICITATION NUMBER: RFP #GF2019-04

DESCRIPTION: 2019 Lease Purchase Financing Services
Not to exceed \$1,061,000.00

1. New Purchases: 7 Year Rate: _____%

Preferred Funding Date: August 2019

Offeror's Funding Date: _____

Please provide in detail any additional costs or fees the District would incur under your proposal, such as legal fees for your counsel or any administrative charges you might impose. The reason for this requested information is to enable the District to compare proposals received on a consistent basis.

Details: _____

Company Name

Federal ID #

Mailing Address

Email

Print Name/Title

Contact Number

Authorized Signature

Date