

**REQUEST FOR PROPOSALS
No. 2020-025**

EQUIPMENT LEASE-PURCHASE RATES

Jamie Bowles
Director of Purchasing
P: (304) 348-8014
F: (304) 348-8157
bids@cityofcharleston.org

INTENT

The City of Charleston is requesting proposals from financial institutions to furnish a lease-purchase financing agreement for the purchase of various vehicles and equipment. The City will consider any proposal incomplete if not prepared and submitted in accordance with the provisions herein outlined and The City may reject any or all proposals for any reason. Financial institutions shall submit rates that will allow the City to escrow up to \$994,500 for capital purchases for Fiscal Year 2021, which began July 1, 2020 and shall end June 30, 2021. All purchases will be on a five (5) year term. A copy of the 2020-2021 Lease-Purchase Equipment List is attached. Vendors **shall disclose all required fees** within their submitted proposal.

The institution shall submit rates for a “bank qualified” loan **and** a “non-bank qualified” loan. Submitted rates must be held valid through **Friday, December 18, 2020**

The institution shall submit a copy of their Master Lease Agreement and a copy of their Escrow Agreement.

The City reserves the right to select the Escrow Agent and the financial institution to receive and administer the escrowed loan proceeds.

Any proposals that do not conform to these provisions may be considered incomplete and therefore, at the City’s discretion, not considered. The City may reject any or all proposals for any reason.

INFORMATION FOR BIDDERS

Receipt and Opening of Bids

The City of Charleston, West Virginia (hereinafter called the City) invites bids on the attached forms. Sealed bids will be received by the City Manager until:

10:30 a.m., Tuesday, November 10, 2020

The bidding will then be closed. The bid opening will be held 30 minutes after the bids are closed; **11:00 a.m., Tuesday, November 10, 2020**. The bid opening will stream live by video conferencing.

Here is the video conferencing link:

<https://us02web.zoom.us/j/88453699491?pwd=dnA0Q1BXNHE4VTJDZjdGdFNTZHdaQT09>

Here is the access by telephone if you would like to participate this way:

1 (301) 715 8592

Meeting ID: 884 5369 9491

All bidders are invited to participate in the video bid opening.

The City will consider incomplete any bid not prepared and submitted in accordance with the provisions herein outlined and may reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be opened. No bidder may withdraw a bid after the actual bid opening.

Preparation of Bid

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address and "Lease Purchase Agreement" with the bid opening date and time. Whereas, mail and package deliveries have been delayed or interrupted during the public facility closures, which limit the ability for the City to reliably receive bid documents from bidders participating in the City's public procurement process. White law offices PLLS will receive bids on behalf of the City to endure the utmost integrity in the procurement.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address and **name of the project** for which the bid is submitted with the **bid opening date and time**.

BY MAIL: Where sealed bids are forwarded by mail, they shall be enclosed in another envelope addressed to:

**White Law Offices PLLC – Bid Agent
600 Kanawha Boulevard, East, Suite 201,
Charleston, WV 25301**

In addition, the name of the bidder should appear in the upper left-hand corner, with the name of the project and the bid opening date and time marked plainly on both envelopes. This is to ensure

the bid being received at the proper location by the proper bidding time will prevent accidental opening of the main bidding package.

BY EMAIL: Bids may also be submitted electronically to the following email address:

bidagent@whitepllc.com

Each package shall include one (1) original and one (1) copy of the vendor's entire proposal. Vendors are welcome to submit their proposals using the standard format of their company. However, **vendors shall also transpose their proposed interest rates onto the City of Charleston Proposal Form**, included herein.

Enclosures

Firms shall enclose with their submission EEO and IRCA statements as well as a signed copy of the attached Purchasing Affidavit. Firms must also acknowledge the City's Protest Policy, attached herein, by submitting a signed copy with their RFP response. Firms may not be considered, at the City's discretion, if any of the listed enclosures are not included with the submission.

Addenda

All questions pertaining to the specifications shall be submitted in writing to the Director of Purchasing via email to bids@cityofcharleston.org **no later than 5 p.m. Wednesday, November 4, 2020**. Questions submitted will then be compiled and answered in an addendum to be issued no later than **Thursday, November 5, 2020**. The City of Charleston will not be held responsible for oral interpretations of the specifications given by any of its employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information pertaining to this RFP can be given. If any addenda are issued to this RFP, the Purchasing Director will attempt to notify all prospective bidders who have secured the original RFP document. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Director to determine if any addenda were issued and to make such addenda a part of their competitive proposal.

Method of Award

The City reserves the right to reject any or all bids, and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the City. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation and past performance will be weighed.

Payment Terms

All payments will be six (6) months in arrears and on a semi-annual repayment schedule.

Equal Employment Opportunities (EEO)

All bidders in connection with the performance of this project shall certify that they do not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin.

Immigration Reform and Control Act (IRCA)

All bidders in connection with the performance of this project shall certify that they are in complete compliance with the above noted Act.

Business & Occupation Tax

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax.

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

2020-2021 LEASE-PURCHASE SCHEDULE

5 Year Lease Purchases and Quantities			
Public Grounds			
Truck, Pickup, Regular Cab	3		
Truck, Pickup, Crew Cab	1		
Mower Attachment	1		
Police Department			
Administrative SUV	5		
Fire Department			
Ambulance	1		
Street			
End Loader	1		
Truck, Chipper Body	1		
Leaf Machine	3		
Refuse & Recycling			
Truck, Packer	1		
Spring Hill Cemetery			
Administrative SUV	1		

Total 5 Year Lease Purchases	\$994,500
Grand Total Lease Purchases	\$994,500

This list is a compilation of potential purchase agreements. It is possible that not all items appearing on this list will be purchased. Therefore, the amount of the total purchases must be interpreted as an “up to” amount.

CITY OF CHARLESTON PROPOSAL FORM

Please submit a proposal which will allow the City to escrow up to \$994,500 for Fiscal Year 2021, which began July 1, 2020 and will end on June 30, 2021. **Bidders shall submit fixed rates for both a bank qualified and a non-bank qualified loan for five (5) year terms.** This rate must be held valid through **Friday December 18,** 2020, the anticipated closing date. All payments will be made six (6) months in arrears and on a semi-annual repayment schedule. All escrow earnings shall ensure to the benefit of the Lessee. Bidders must enclose a copy of their Master Lease Agreement and their Escrow Agreement. Any proposal that does not conform to these provisions will not be considered at the City's discretion; the City may also reject any or all proposals for any reason.

5-Year

Non-Bank Qualified _____

Bank Qualified _____

Under the above proposal, does your institution allow vehicle and equipment titles to be held at a location in the Charleston area? Yes ____ No _____. If not, describe where titles are to be held.

- ☐ By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on page 4, and understand that Business & Occupation Tax may apply to the sale of my product or service to the City of Charleston.

We certify that we practice equal employment opportunities and are in complete compliance with the Immigration Reform and Control Act. We have included with this bid submission all enclosures listed below.

Authorized Bidder's Signature

Title

Print / Type Bidder's Name

Date

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

ENCLOSURES: Signed Purchasing Affidavit, Signed Protest Policy

Project Name: Lease Purchase Agreement FY 21

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

Project Name: Lease Purchase Agreement FY 21

PROTEST

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within two (2) business days of the City Council meeting at which City's selection was ratified by Resolution; provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances. City Council meetings are held the first and third Monday of each month. Agendas containing proposed Resolutions for the award of contracts to be considered by City Council are published on the City's website at www.charlestonwv.gov.

The written protest must be submitted to the City Manager's Office, Attention: Jonathan Storage, 501 Virginia Street East, Room 101; Charleston, WV 25301.

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

- The RFP title and project description;
- The Protestor's name, address, telephone number, and fax number;
- A detailed statement of the legal and/ or factual grounds for the protest;
- A statement as to how the objectionable matter(s) resulted in prejudice to the Protestor;
- Copies of all relevant documents;
- A request for a ruling by City;
- A statement as to the form of relief requested;
- All information establishing that Protestor is an interested party with authority for the purpose of filing a protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay, professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. Selected Vendor will have two (2) business days to file a written response to the protest. A hearing will be held within five (5) business days of the date of receipt of the written protest by Selected Vendor; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. At the hearing, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance. A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature: _____

Date _____