

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7270

FAX (860) 282-4857

PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV

TOWN OF EAST HARTFORD, CT INVITATION TO BID

BID #16-15

RE: R.F.P. – Tax Exempt Municipal Lease

Proposals will be received at the Office of the Purchasing Agent, Town Hall,
740 Main Street, East Hartford, Connecticut, 06108 until Friday, December 11, 2015
at 11 a.m. at which time they will be publicly opened and recorded.

Information and Specifications are available at the above office or on the Town of
East Hartford bid's website at <http://www.easthartfordct.gov/bids>

The right is reserved to reject any or all bids when such action is deemed to be in the
best interest of the Town of East Hartford, Connecticut

Michelle A. Enman
Purchasing Agent
(860) 291-7271



TOWN OF EAST HARTFORD, CT.

STANDARD INSTRUCTIONS FOR PROPOSAL

1. Sealed proposals will be received by the Purchasing Agent until the date and time specified on the title sheet. Proposals received later than the date and time specified will not be considered and will be returned unopened. **Proposals will not be accepted via fax or e-mail.**
2. All proposals will be opened and recorded and are subject to public inspection. Firms may be present or be represented at all openings.
3. Municipalities are exempt from any sales, excise or federal taxes. Fees must be exclusive of taxes and will be so construed.
4. The Town of East Hartford reserves the right to reject any or all proposals or any part of any or all proposals and to waive any informality when such action is in the best interest of the town and also reserves the right to extend an awarded proposal by mutual consent and negotiate any terms, conditions and prices if it is in the best interest of the town.
5. Firms should familiarize themselves with the items and/or conditions set forth in the Request for Proposal specifications. Failure to be informed will not be accepted as an excuse from fulfillment of the requirements.
6. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after an award if not part of the original proposal terms.
7. For professional services - a selected town committee will evaluate all responses and make a recommendation to the Mayor. **If deemed necessary** by the committee, an interview may be required as part of the selection process.
8. Please include a corporate resolution with your submittal. Sample formats for Corporations and Professional Corporations, Limited Liability Company and Partnerships (including Limited Partnership and Limited Liability Partnership) are attached in this packet.
9. Per Town Ordinance Sec. 10-10 (d): The Town shall not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation in which the bidder owns and interest is delinquent in tax obligations to the town.
10. The bidding entity is required to provide evidence from the Connecticut Secretary of State that they are in good standing and qualified to conduct business in the State of Connecticut.

RESOLUTION FOR CORPORATIONS AND PROFESSIONAL CORPORATIONS
(required)

(TO BE TYPED ON CORPORATION LETTERHEAD PAPER)

I _____, Secretary of _____
(Name of Corporation's Secretary) (Legal name of Corporation)
a Corporation duly organized and operating under the laws of _____ and
(State)

Qualified and authorized to do business in the State of Connecticut, DO
HEREBY CERTIFY that the following is a true, correct and accurate copy of a
Resolution duly adopted at a meeting of the Board of Directors of such
Corporation, duly convened and held on _____, at which meeting
a duly constituted quorum of the Board of Directors was present and voted in
favor of such Resolution. I further CERTIFY that such Resolution has not been
modified, rescinded or revoked since the date on which it was enacted, and it is
at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one
them: _____

_____,
(Name and title of Officer or Officers)
is empowered to execute and deliver in the name and on behalf of this
Corporation contracts, bids and other documents to the Town of East Hartford, State of
Connecticut, and are further authorized to affix the Corporate Seal to such documents and to
bind the Corporation to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the
Corporate Seal of the Corporation, this _____ day of _____.

(Affix Corporate Seal Below)

(Typed name of Corporation's Secretary)

SIGNATURE OF SECRETARY

Resolution for Limited Liability Company (required)
(TO BE TYPED ON LIMITED LIABILITY COMPANY LETTERHEAD PAPER)

The undersigned, all of the members [or, if applicable, the managing member] of

_____ (legal name of LLC)
A Limited Liability Company duly organized and operating under the laws of
_____ and _____ (State)
qualified and authorized to do business in the State of Connecticut, DO

HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members of such Limited Liability Company, duly convened and held on _____, at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one them: _____

_____,
(Name and title of Members)
is empowered to execute and deliver in the name and on behalf of this Limited Liability Company, contracts bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this _____ day of _____.

Have all necessary parties sign and indicate their name and title, such as member, managing member etc..

Resolution for Partnership (including Limited Partnership and Limited Liability Partnership)
(required)

(TO BE TYPED ON PARTNERSHIP LETTERHEAD PAPER)

The undersigned, all of the partners (or, if a Limited Partnership, all of the general partners, or if a Limited Liability Partnership, all of the partners) of _____, a partnership (or, if applicable, a Limited Partnership or Limited Liability Partnership) duly organized and operating under the laws of _____ and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the voting partners of such partnership duly convened and held on _____, at which meeting a duly constituted quorum of the voting partners was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following partners, or any one of them: _____

_____,
(Name and title of Partners)

is empowered to execute and deliver in the name and on behalf of this partnership, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the partnership to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have signed this resolution on, this _____ day of _____.
(day) (month and year)

Have all necessary partners sign and indicate their name and title, such as partner, general partner, etc.

INSURANCE REQUIREMENTS

A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE AWARDED BIDDER

INSURANCE INDEMNIFICATION CLAUSE

The Town of East Hartford, CT is to be named as an “**additional insured**” and an additional insured policy endorsement must be submitted with the certificate of insurance and the nature of the project is to be stated on the certificate.

INDEMNIFICATION

AGENCY agrees to indemnify and hold the Town of East Hartford, CT harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of **AGENCY** or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the **AGENCY** agrees to indemnify and hold harmless the Town of East Hartford, CT against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford, CT agrees to resist and defend such action proceeding, unless **AGENCY** causes the same to be discharged and satisfied.

A. **GENERAL REQUIREMENTS**

The **AGENCY** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **AGENCY** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford, CT

The insurer shall provide the Town of East Hartford, CT with **Certificates of Insurance signed by an authorized representative of the insurance AGENCY(ies)** prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford, CT written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the **AGENCY** responsibility under this contracts.

The **AGENCY** at the **AGENCY’S** own cost and expense, shall procure and maintain all insurance required and shall name the Town of East Hartford, CT as Additional Insured on all contracts, except Workers’ Compensation and Professional Errors & Omissions coverage’s.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **AGENCY** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

2) Commercial General Liability Insurance

The **AGENCY** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

The **AGENCY** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of \$1,000,000 is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. **OTHERS: PROFESSIONAL SERVICES – ARCHITECTS, ENGINEERS, ET AL.**

The **AGENCY** shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all **professional services contracts only**. If the insurance coverage is written on a claims made basis, an extended reporting period of at least 3 years after substantial completion of the project is required.

The Town reserves the right to amend amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The **AGENCY** shall require its subcontractors and independent contractors to carry the coverages set forth in section B and C above and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work.

The **AGENCY** shall require that the Town of East Hartford, CT be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **AGENCY** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, CT, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

TOWN OF EAST HARTFORD

REQUEST FOR PROPOSAL

Tax-Exempt Municipal Lease

PURPOSE

The Town of East Hartford, Connecticut (the “Town”), acting through the Town’s Purchasing Agent, is requesting proposals for entities interested in purchasing a fixed rate Tax-Exempt Municipal Lease Agreement of the Town for the purpose of financing \$4.625 million of capital equipment and building improvements as detailed below:

Public Works:

Automated Waste Removal Truck	\$285,000
Dump Truck – 10 Wheel	240,000
Dump Truck – 6 Wheel	220,000

Fire:

Fire Ladder Truck	1,000,000
Rescue Squad Vehicle	750,000
Fire Engine	605,000

Police:

Dispatch Consoles	575,000
-------------------	---------

Board of Education:

Middle School Window Wall	500,000
Langford School Roof	<u>450,000</u>
	<u>\$4,625,000</u>

BACKGROUND

The Town is a community of approximately 52,000 located in central Connecticut and currently has a Aa2 bond rating from Moody’s Investors Service. The Town desires to enter into a lease agreement with a qualified entity to finance the aforementioned capital equipment and building improvements.

The selected Lease Provider should be capable of pre-funding an escrow account that will be used to fund vendor payments or provide another acceptable means to provide reimbursement to the Town and vendors.

TOWN FINANCIAL INFORMATION

- The Town expects to issue over \$10,000,000 of tax exempt debt in calendar year 2016.
- The Town issued no tax exempt debt in calendar year 2015.
- Prospective bidders may view a copy of the Town’s audited financial statements as of June 30, 2014 at the following location:

http://www.ci.east-hartford.ct.us/Public_Documents/EastHartfordCT_Finance/Town's%20Comprehensive%20Annual

- Prospective bidders may view a copy of the Town’s last Official Statement for the issuance of \$12,230,000 General Obligation Refunding Bonds, Issue of 2013, dated February 12, 2013 at the following location:

GENERAL REQUIREMENTS

- The submission should include a stated fixed interest rate to finance the \$4.625 million capital equipment and building improvements over 10 years with the first principal payment on July 15, 2017. Annual lease payments should be equal from year to year with a final lease payment due July 15, 2026.
- Prepayment must be allowed during the entire term of the lease without penalty.
- During the lease term, and so long as the Town is not in default, all right, title and interest in and to each item of the equipment shall be vested in the Town immediately upon its acceptance of each item of equipment.
- The obligation of the Town to pay lease payments shall constitute a current expense of Town payable solely from funds appropriated by the Town Council on an annual basis. The lease agreement shall not constitute a bond, note or other debt of the Town and the Town will not pledge its full faith and credit to the payment of the lease payments.
- The Town will grant the lessor a first priority security interest in the equipment, moneys and investments held in the escrow account and proceeds thereof.
- Events of Default under the lease agreement shall be limited to (1) failure to pay a lease payment within 10 days after it is due, (2) default under any other agreement for borrowed money in excess of \$500,000, (3) exceed municipal debt limitation under Section 7-374 of the Connecticut General Statutes, and (4) appointment of a receiver, inability to pay debts as become due, assignment for the benefit of creditors, order for relief enter against the Town under applicable federal bankruptcy law, or filing of a voluntary petition in bankruptcy.
- The lessor will receive an opinion of the Town's bond counsel that the interest component of the lease payments is exempt from gross income for federal income tax purposes.
- At the lease expiration, the Town shall have the right to purchase the equipment at a cost of \$1 assuming the lease is not in default and all lease terms & conditions have been met.
- No acceleration of payments will be permitted.
- Technical financial questions should be directed to Michael Walsh, Director of Finance, (860) 291-7246, fax (860) 289-0831.
- Bid questions can be directed to Michelle Enman, Purchasing Agent, (860) 291-7270.

SPECIFIC REQUIREMENTS

- Financing bid rate is to be expressed as a percentage carried to a maximum of four places after the decimal point.
- Proposals must indicate any additional financing costs to be charged by the vendor.
- Proposals must indicate if additional action, approval, or ratification of the financing agreement, or any other documents related thereto, is required by the Town Council.
- The successful bidder will be required to provide, once the final amount of financing and the funding date is determined, a payment schedule based upon the effective annual interest rate.

All bidders are required to provide the following information with their bid documents:

- Interest rate for this transaction.
- Time required for closing after acceptance of bid.
- Sample agreement; list of closing documents and samples of same.

ONE COPY OF YOUR PROPOSAL IS DUE BY: FRIDAY, DECEMBER 11, 2015 @ 11:00 A.M.

**RECEIVED BY:
MICHELLE ENMAN, PURCHASING AGENT
TOWN OF EAST HARTFORD
740 MAIN ST.
EAST HARTFORD, CT 06108**

Calculation/Bid Sheet

INTEREST RATE – 1 (\$4.625M CAPITAL EQUIPMENT LEASE – 10 YEARS)

Interest rate for this tax exempt municipal lease/purchase financing: _____

List any additional administration or closing costs which will be added to total financing:

Company Name _____

Address _____

ZIP CODE

Authorized
person _____

SIGNATURE

TITLE

NAME PRINTED

Telephone _____ FAX _____

E-mail
address _____

Date _____