



**REQUEST FOR  
PROPOSALS**

**CAPITAL LEASE FINANCING**

**RFP #2022-006**

**RFP DUE DATE: Tuesday, November 09, 2021**

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

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## 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 **Tuesday, November 09, 2021**, 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 #2022-006 CAPITAL LEASE FINANCING**

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Assistant Purchasing Manager, 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) 388-8969.**

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 **60** 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.

## 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**". In addition, a **USB** with a PDF file of response must be provided. 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 60 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 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.

## **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 <https://www.ethics.state.tx.us/>.

### **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 <https://www.ethics.state.tx.us/>..

### **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 **Tuesday, November 09, 2021 until 3:00 p.m.** for consideration. **An (1) original and two (2) copies** of complete sets of the response and a **USB** with a PDF file of 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 at the following e-mail address: lfuentes@cityofedinburg.com no later than October 29, 2021 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

### **SB 13 ENERGY COMPANY BOYCOTTS**

(36) The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 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 energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

### **GUIDANCE:**

**EXCEPTIONS:** Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to



be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity. The clause does not apply to a governmental entity that determines the requirements of Section 2274.002(b) of Tex. Gov't Code are inconsistent with its duties related to debt obligations or funds as described in Section 2274.002(c) of the Tex. Gov't Code. For more information regarding this bill visit: [Bill Text: TX SB19 | 2021-2022 | 87th Legislature | Enrolled | LegiScan](#)

### **SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONSS DISCRIMINATIONS**

**(37)** The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

#### **GUIDANCE:**

**APPLICABILITY:** This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

**EXCEPTIONS:** This clause is not required when a state agency:

- (1) contracts with a sole-source provider; or
- (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

For more information regarding this bill visit: [Bill Text: TX SB19 | 2021-2022 | 87th Legislature | Enrolled | LegiScan](#)

### **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.

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

## SPECIFICATIONS/SCOPE OF WORK

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 \$30,001,432.

The City desires to finance this through a capital lease agreement. Authority for capital lease purchases is contained in the City's approved budget and was approved by the City Council.

### **Background and Objectives**

All payments by the City under the lease/purchase agreement and the capital lease 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 \$30,001,432 with useful lives of 3, 5, 7 and 10 years. The structure of the financing would be based on the useful life of the equipment, equal monthly principal and interest payments, and level annual debt service. The detailed list of equipment can be found at the final page of this document (EXHIBIT G).

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 of \$30,001,432 will be an advanced funded transaction with a portion of the proceeds to be disbursed directly to the City for capital assets purchased as of October 01, 2021 and 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 **February 1, 2022**.

Monthly payment, in arrears, 1st payment estimated to be February 01, 2022.

Financial statements/budgets/audits can be found at: [www.cityofedinburg.com](http://www.cityofedinburg.com)

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 \$30,001,432 to complete the documentation.

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

# RFP SUBMITTAL REQUIREMENTS

## 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. Include the following: Financial institution's ability to provide funding, Interest rate for lease, and the length of time you can hold that rate, recent list of references in which capital lease financing was provided, requirements you will need to fully execute the financing package (collateral, reserve account, etc. If funds will be kept in escrow until needed, NET YIELD of interest rate and administrative costs.

## PROPOSAL FORMAT

Proposals will be evaluated on the basis of cost and the structure that best meets the financing requirements of the City. Further, the City will accept proposals that provide for the ability to prepay the Lease in whole or in part at any time without penalty. Prepayment penalties may be considered. In order to assist the City in reviewing the responses, each proposal should include the following information.

### 1) INTEREST STATEMENT

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. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract. The legal name of the Bank and the primary Bank contact person(s) (include address, telephone number, facsimile number, and e-mail address).

### 2) MASTER LEASE AGREEMENT

The successful bidder will be expected to submit the master lease documentation for review and approval by to 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.

### 3) COST PROPOSAL

A tax-exempt, non-bank qualified fixed interest rate for the full term of each Lease. The proposal shall give a stated time in which the proposed rate will be held as well as the index in which the rate shall be calculated should the stated time elapse. The Lease should be amortized based upon the final interest rate and Lease size. The City will agree to take such actions as may be required by Treasury regulations in order to maintain the status of the Note as a tax-exempt obligation. Describe in detail all fees and expenses which the City will be responsible to pay to the Bank. The amounts stated in the proposal shall represent the maximum amounts payable to the Bank by the City.

### 4) SUBMITTAL CHECKLIST/FORMS

## 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**". In addition, a **USB** with a PDF file of response must be provided. 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

**RFP TIMELINE**

RFP issued by the City	October 15, 2021
Publication	October 15 & 22, 2021
Deadline for Questions (5:00 PM CST)	October 29, 2021
Proposals due (3:00 PM CST)	November 09, 2021
City Council	November 16, 2021
First Payment by City on Lease	February 01, 2022

**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) (85 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 (15 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.

**Lessee:** City of Edinburg

**Total Transaction Size:** \$\*30,001,432

**Structure:** Tax-Exempt Capital Lease subject to  
annual Appropriations; Level Debt Service

**Term:** Three (3), Five (5), Seven (7) and Ten (10) Years Monthly Payments in Advance

**Security:** Equipment

**Use of Proceeds:** The proceeds will be used to finance the purchase of various Capital Assets as listed in  
EXHIBIT G.

**Timing:** Bid Release: Friday, October 15, 2021

Bids Due: Tuesday, November 09, 2021 at 3:00 p.m.

*\* Subject to change*

## EXHIBIT A-1

### BID FORM

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 45 days from the date of submission.

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

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Printed Name of Authorized Individual

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Signature of Authorized Individual

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Name of Submitting Organization

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Date

**EXHIBIT B**  
**PROJECT REQUIREMENTS ACKNOWLEDGEMENT AND**  
**AUTHORIZATION TO SUBMIT PROPOSAL**

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 45 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.

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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. \_\_\_\_\_

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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. \_\_\_\_\_

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

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## 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.*

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\_\_\_\_\_  
**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- Master Lease Agreement	
Tab C *Formal Cost Proposal for the Capital Lease Financing (Exhibit A-1)	
Tab D – Submittal Checklist (EXHIBIT F in RFP)	
Tab E – *Project Requirements Acknowledgement (EXHIBIT B in RFP)	
Tab F – Litigation Disclosure (EXHIBIT C in RFP)	
Tab G – Company submitting proposal for the CAPITAL LEASE FINANCING Qualification General Questionnaire (EXHIBIT D in RFP)	
Tab H– Conflict of Interest Questionnaire	
Tab I - *House Bill 89 Verification (EXHIBIT E)	
Tab J- SB 13 Written Verification	
Tab K – SB 19 Written Verification	
1 Original* and 2 Copies of Submittal and USB	
Submittal Checklist (EXHIBIT F in RFP)	

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

**EXHIBIT G  
CAPITAL LEASE SCHEDULE**

**104**

**\$ 30,001,432**

<b>Fund</b>	<b>Department</b>	<b>Revenue Source</b>	<b>Item/Project Description</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Cost</b>
100 - General Fund	0800 - Engineering	03 Year - Capital Lease	54-In Plotter With Scanner	15,000	1	15,000
100 - General Fund	0800 - Engineering	03 Year - Capital Lease	Rtk Drone With Mobile Station, Software & Case	30,000	1	30,000
100 - General Fund	3001 - Streets	03 Year - Capital Lease	Lighted Pedestrian School Crossing	15,000	16	240,000
100 - General Fund	3001 - Streets	03 Year - Capital Lease	Traffic Control Cabinets	15,000	4	60,000
100 - General Fund	3001 - Streets	03 Year - Capital Lease	Utility Trailer 18'	35,000	1	35,000
100 - General Fund	3002 - ROW	03 Year - Capital Lease	Shredder Cutter	10,000	3	30,000
100 - General Fund	3002 - ROW	03 Year - Capital Lease	Front Deck Mower 4X4	25,000	1	25,000
100 - General Fund	3002 - ROW	03 Year - Capital Lease	Batwing Shredders	18,000	2	36,000
100 - General Fund	4000 - Parks	03 Year - Capital Lease	Front Deck Mower	25,000	4	100,000
100 - General Fund	4003 - World Birding Center	03 Year - Capital Lease	Bobcat Skid Steer Loader	30,000	1	30,000
220 - Airport Fund	7000 - Airport	03 Year - Capital Lease	Circulation Desk, Lobby Furniture	10,000	1	10,000
220 - Airport Fund	7000 - Airport	03 Year - Capital Lease	Golf Cart	11,000	1	11,000
230 - Ebony Golf Course	7100 - Ebony	03 Year - Capital Lease	Cameras	25,000	1	25,000
230 - Ebony Golf Course	7100 - Ebony	03 Year - Capital Lease	Pull Behind Mower	26,661	1	26,661
240 - Los Lagos Golf Cou	7200 - Los Lagos	03 Year - Capital Lease	Greens Roller	21,163	1	21,163
240 - Los Lagos Golf Cou	7200 - Los Lagos	03 Year - Capital Lease	Contour Mower	25,538	1	25,538
100 - General Fund	0800 - Engineering	05 Year - Capital Lease	600Ft Portable Pipe Televising Equipment	40,000	1	40,000
100 - General Fund	0800 - Engineering	05 Year - Capital Lease	4X4 Truck	45,000	1	45,000
100 - General Fund	1000 - Information Technology	05 Year - Capital Lease	Nws Pd Datacenter Cluster	60,000	1	60,000
100 - General Fund	1000 - Information Technology	05 Year - Capital Lease	Library Server Cluster	65,000	1	65,000
100 - General Fund	1000 - Information Technology	05 Year - Capital Lease	Data Domain Backup For City Hall	80,000	1	80,000
100 - General Fund	1000 - Information Technology	05 Year - Capital Lease	Backup Call Manager	85,000	1	85,000
100 - General Fund	1000 - Information Technology	05 Year - Capital Lease	Call Center Recording	86,000	1	86,000
100 - General Fund	2000 - Police	05 Year - Capital Lease	2022 Chevrolet Tahoes - Turnkey	61,106	7	427,742
100 - General Fund	2000 - Police	05 Year - Capital Lease	2022 Ford Explorers - Turnkey	61,485	12	737,820
100 - General Fund	2500 - Fire	05 Year - Capital Lease	Van	40,000	1	40,000
100 - General Fund	2500 - Fire	05 Year - Capital Lease	Fire Truck Renovation	150,000	1	150,000
100 - General Fund	2500 - Fire	05 Year - Capital Lease	Pickup Trucks	150,000	3	450,000
100 - General Fund	2500 - Fire	05 Year - Capital Lease	Rescue Boat	200,000	1	200,000
100 - General Fund	2500 - Fire	05 Year - Capital Lease	"M&E" Tab	900,000	1	900,000
100 - General Fund	2501 - Fire Prevention	05 Year - Capital Lease	2021 Chevrolet Tahoe	50,000	2	100,000
100 - General Fund	3001 - Streets	05 Year - Capital Lease	1 Ton Cc Pickup	45,000	1	45,000
100 - General Fund	3001 - Streets	05 Year - Capital Lease	Sandbag Filling Machine	50,000	1	50,000
100 - General Fund	3002 - ROW	05 Year - Capital Lease	3/4 Ton Truck	48,000	1	48,000
100 - General Fund	3002 - ROW	05 Year - Capital Lease	Voom Munted Mulcher For Excavator	75,000	1	75,000
100 - General Fund	3002 - ROW	05 Year - Capital Lease	Sheep Foot Compactor	85,000	1	85,000
100 - General Fund	3002 - ROW	05 Year - Capital Lease	Enclosed Cab Tractor With Shredder	90,000	2	180,000
100 - General Fund	4000 - Parks	05 Year - Capital Lease	Compact Car	25,000	2	50,000
100 - General Fund	4000 - Parks	05 Year - Capital Lease	3/4 Crew Cab Pick Up	45,000	2	90,000
100 - General Fund	4002 - Recreation	05 Year - Capital Lease	Compact Car	20,000	1	20,000
100 - General Fund	4002 - Recreation	05 Year - Capital Lease	F150 Single Cap Truck	24,000	1	24,000
100 - General Fund	4002 - Recreation	05 Year - Capital Lease	F250 Pickup Super Duty Truck	30,000	2	60,000
100 - General Fund	4100 - Library	05 Year - Capital Lease	Rfid Gates	75,000	1	75,000
100 - General Fund	4100 - Library	05 Year - Capital Lease	Amp Theatre Screen	200,000	1	200,000
200 - Utility Fund	6100 - Water Plant	05 Year - Capital Lease	Backwash Pump Dtp Sec 3	200,000	1	200,000
200 - Utility Fund	6100 - Water Plant	05 Year - Capital Lease	Update Communication Equipment - SCADA	435,000	1	435,000
200 - Utility Fund	6200 - Waste Water Treatment	05 Year - Capital Lease	Flow Meter Replacement	32,000	1	32,000
200 - Utility Fund	6200 - Waste Water Treatment	05 Year - Capital Lease	F-250 Pick Up Truck	56,000	1	56,000
200 - Utility Fund	6200 - Waste Water Treatment	05 Year - Capital Lease	Mixer For Headworks	60,000	1	60,000
200 - Utility Fund	6200 - Waste Water Treatment	05 Year - Capital Lease	Pumps For Effluent Line	75,000	2	150,000
200 - Utility Fund	6300 - Systems	05 Year - Capital Lease	600Ft Portable Pipe Televising Equipment	50,000	1	50,000
210 - Solid Waste Fund	6500 - Landfill	05 Year - Capital Lease	3/4 Ton Pick Up	50,000	2	100,000
210 - Solid Waste Fund	6500 - Landfill	05 Year - Capital Lease	1/2 Ton Pick Up	80,000	1	80,000
210 - Solid Waste Fund	6500 - Landfill	05 Year - Capital Lease	Brush Chipper	82,863	1	82,863
210 - Solid Waste Fund	6500 - Landfill	05 Year - Capital Lease	Compact Track Loader	88,020	1	88,020

**EXHIBIT G  
CAPITAL LEASE SCHEDULE**

220 - Airport Fund	7000 - Airport	05 Year - Capital Lease	Aircraft Tug	46,000	1	46,000
220 - Airport Fund	7000 - Airport	05 Year - Capital Lease	Pick Up Truck	55,000	1	55,000
230 - Ebony Golf Course	7100 - Ebony	05 Year - Capital Lease	Utility Tractor	23,000	1	23,000
230 - Ebony Golf Course	7100 - Ebony	05 Year - Capital Lease	Utility Truck	30,000	1	30,000
230 - Ebony Golf Course	7100 - Ebony	05 Year - Capital Lease	Toro Reel Mower	36,279	1	36,279
240 - Los Lagos Golf Cou	7200 - Los Lagos	05 Year - Capital Lease	F150 V8	30,000	2	60,000
240 - Los Lagos Golf Cou	7200 - Los Lagos	05 Year - Capital Lease	Utility Tractor John Dee	57,230	1	57,230
100 - General Fund	2000 - Police	07 Year - Capital Lease	Pd Gym / Shower Renovations	219,850	1	219,850
100 - General Fund	3001 - Streets	07 Year - Capital Lease	Backhoe	75,000	1	75,000
100 - General Fund	3001 - Streets	07 Year - Capital Lease	Bucket Truck	150,000	1	150,000
100 - General Fund	3001 - Streets	07 Year - Capital Lease	Regenerative Sweeper	280,000	1	280,000
100 - General Fund	3002 - ROW	07 Year - Capital Lease	Dump Truck - 14 Cy	150,000	2	300,000
100 - General Fund	3002 - ROW	07 Year - Capital Lease	Platform Bucket Truck	150,000	1	150,000
100 - General Fund	3002 - ROW	07 Year - Capital Lease	Water Truck - 4K Gal	160,000	1	160,000
100 - General Fund	3002 - ROW	07 Year - Capital Lease	Front End Loader	280,000	1	280,000
100 - General Fund	3002 - ROW	07 Year - Capital Lease	Excavator	320,000	1	320,000
100 - General Fund	3002 - ROW	07 Year - Capital Lease	Dozer - D6	350,000	1	350,000
100 - General Fund	3002 - ROW	07 Year - Capital Lease	Gradall Excavator	502,150	1	502,150
100 - General Fund	4000 - Parks	07 Year - Capital Lease	Bucket Truck	100,000	1	100,000
100 - General Fund	4000 - Parks	07 Year - Capital Lease	Brush Truck W/Cherry Picker	150,000	1	150,000
100 - General Fund	4004 - Bldg Maint	07 Year - Capital Lease	Bucket Truck	175,000	1	175,000
200 - Utility Fund	6300 - Systems	07 Year - Capital Lease	Smart Meters	300	7,500	2,250,000
100 - General Fund	2500 - Fire	10 Year - Capital Lease	Central Station Renovations	400,000	1	400,000
100 - General Fund	2500 - Fire	10 Year - Capital Lease	Fire Training Facility Vehicle Canopy	500,000	1	500,000
100 - General Fund	2500 - Fire	10 Year - Capital Lease	Fire Truck (Pumper)	700,000	1	700,000
100 - General Fund	2500 - Fire	10 Year - Capital Lease	Station #2 - Climate Control Storage Facility	750,000	1	750,000
100 - General Fund	2500 - Fire	10 Year - Capital Lease	Fire Training Facility Tower	1,000,000	1	1,000,000
100 - General Fund	2500 - Fire	10 Year - Capital Lease	Fire Truck (Ladder)	1,300,000	1	1,300,000
200 - Utility Fund	6200 - Waste Water Treatment	10 Year - Capital Lease	Headworks Raw Water Pumps	113,003	2	226,005
200 - Utility Fund	6200 - Waste Water Treatment	10 Year - Capital Lease	Spare Pump Headworks	200,000	1	200,000
200 - Utility Fund	6200 - Waste Water Treatment	10 Year - Capital Lease	Rolloff Truck	203,995	1	203,995
200 - Utility Fund	6300 - Systems	10 Year - Capital Lease	Dumptruck	150,000	1	150,000
200 - Utility Fund	6300 - Systems	10 Year - Capital Lease	Vacuum Tanker Truck	250,000	1	250,000
200 - Utility Fund	6300 - Systems	10 Year - Capital Lease	Vactor Truck	375,000	1	375,000
200 - Utility Fund	6300 - Systems	10 Year - Capital Lease	Equipment Canopy	525,000	1	525,000
200 - Utility Fund	6300 - Systems	10 Year - Capital Lease	Owassa Rd Lift Station	750,000	1	750,000
210 - Solid Waste Fund	6500 - Landfill	10 Year - Capital Lease	Shop Generator	165,000	1	165,000
210 - Solid Waste Fund	6500 - Landfill	10 Year - Capital Lease	Roll Off Units	201,795	5	1,008,975
210 - Solid Waste Fund	6500 - Landfill	10 Year - Capital Lease	Brush Grapple Loaders	292,578	5	1,462,890
210 - Solid Waste Fund	6500 - Landfill	10 Year - Capital Lease	Residential Collection Units	348,890	6	2,093,338
210 - Solid Waste Fund	6500 - Landfill	10 Year - Capital Lease	Wheel Loader	424,000	1	424,000
210 - Solid Waste Fund	6500 - Landfill	10 Year - Capital Lease	850L Crawler Dozer	433,000	1	433,000
210 - Solid Waste Fund	6500 - Landfill	10 Year - Capital Lease	950K Crawler Dozer	592,500	1	592,500
210 - Solid Waste Fund	6500 - Landfill	10 Year - Capital Lease	Tire Shredder	1,076,045	1	1,076,045
210 - Solid Waste Fund	6500 - Landfill	10 Year - Capital Lease	40 Ton Articulated Dump Truck	1,568,370	1	1,568,370
220 - Airport Fund	7000 - Airport	10 Year - Capital Lease	Shed/Maint Shop For Tractors	100,000	1	100,000
220 - Airport Fund	7000 - Airport	10 Year - Capital Lease	Diesel Backhoe	125,000	1	125,000
220 - Airport Fund	7000 - Airport	10 Year - Capital Lease	Facilities/Buildings/Infrastructure Upgrades	1,100,000	1	1,100,000
240 - Los Lagos Golf Cou	7200 - Los Lagos	10 Year - Capital Lease	Water Pump Station	230,000	1	230,000

Lease Term	Amount
3 Year	720,361
5 Year	6,109,953
7 Year	5,462,000
10 Year	17,709,118
<b>Grand Total</b>	<b>30,001,432</b>

EXHIBIT G  
CAPITAL LEASE SCHEDULE

Sum of Total Cost Fund	Revenue Source				Grand Total
	03 Year - Capital Lease	05 Year - Capital Lease	07 Year - Capital Lease	10 Year - Capital Lease	
100 - General Fund	601,000	4,468,562	3,212,000	4,650,000	12,931,562
200 - Utility Fund		983,000	2,250,000	2,680,000	5,913,000
210 - Solid Waste Fund		350,882		8,824,118	9,175,000
220 - Airport Fund	21,000	101,000		1,325,000	1,447,000
230 - Ebony Golf Course Fund	51,661	89,279			140,940
240 - Los Lagos Golf Course Fund	46,701	117,230		230,000	393,931
<b>Grand Total</b>	<b>720,361</b>	<b>6,109,953</b>	<b>5,462,000</b>	<b>17,709,118</b>	<b>30,001,432</b>