

**CITY OF BURLINGTON
REQUEST FOR PROPOSALS**

Issued: March 12, 2024

Due: April 1, 2024

I. PROJECT BACKGROUND

The City of Burlington, Vermont (the “City”), is seeking proposals from qualified financial institutions and banks to purchase its proposed \$1,092,704 Capital Lease for Fiscal Year 2024 (the “Lease”). The Lease will finance Fleet listed in Exhibit A. Some of this Fleet may have already been purchased and paid for by the City during the fiscal year and the lease financing will be funded directly back to the City.

II. SCOPE OF WORK

Issuer: City of Burlington, Vermont (the “City”)

Issue Description: Fiscal Year 2024 Capital Lease (the “Lease”)

Par Amount: \$1,092,704

Bond Counsel: Paul Frank & Collins

P.C. Proposal Due Date: April 1, 2024

Expected Award: April 5, 2024 subject to Board of Finance & City Council approval

Expected Closing/ May 8, 2024

Funding Date: May 8, 2024

Interest Payments: Semi-annual on each June 1 and December 1, commencing
June 1, 2024.

Term: 7 years – Fixed Rate

Principal Payments: Jun 1& December 1

\$_____

Interest Calculation: Actual/365

Security: The Fleet

Lease payments: The Lease debt service payments will be subject to annual
appropriation by the City Council.

Bank Qualification: The City will **not** designate the Lease as a “qualified tax exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Rating: The Lease will not be rated. The City's current underlying General Obligation Bond rating with Moody's is Aa3.

Master Lease

Purchase Agreement:

The lease documents to be used in the transactions will be standard tax-exempt lease documents provided by Lessor and acceptable to the City and its nationally recognized bond counsel. The final form is subject to negotiation prior to final acceptance. Bidders should present their form of lease documents with their bid. If the winning bidder and City cannot agree on a form of lease, the City may make the award to the next best qualified bidder.

III. RESPONSE FORMAT

If you are interested in a direct purchase of the City's proposed capital lease, please submit a comprehensive proposal describing your qualifications, outlining all anticipated costs and detailing the material terms and conditions of the principal legal documents. Outlined below are the items of information that should be specifically included in your firm's response.

1. Name of Bank: _____

2. Maximum Commitment Amount (up to): \$_____

3. Interest Rate: _____

4. Prepayment Provisions:

- a. Please describe the terms and calculation methodology for any proposed pre- payment penalties (if any). Please provide definitions of key terms, as necessary.

5. Other Conditions:

- a. Please detail any other conditions that would be required of the City. Please define any terms necessary to understand these conditions.

6. Other Fees:

- a. Proposers must also identify any costs associated with this bid and cap these costs.

These costs will be taken into account in determining the all-inclusive cost of borrowing.

i. Purchaser's Counsel \$_____

ii. Other Expenses \$_____

7. Reporting Requirements:

- a. Please explain any reporting requirements that would be required of the City.

8. Personnel:

a. Please provide the contact information (email, address, and phone) of the individuals who will be working with the City.

9. Timing:

a. Please note the Bank's timing to receive internal credit approval upon receipt of mandate.

10. Conflicts of Interest:

a. Please describe any conflicts of interests that could impact the contemplated transaction. A conflict of interest may exist, for example, if a City officer or employer involved in negotiating or entering any agreement with the Purchaser/Bidder is, or is an immediate family member, of an officer, employee, or 10% shareholder of the of the Purchaser/Bidder.

11. Representation of Present Intent to Hold:

a. By submitting a proposal, Purchaser/Bidder represents that it has a present intent to hold the Lease and has no present intention of reselling or otherwise disposing of all or a part of such Lease. Purchaser/Bidder acknowledges that the City is relying on the foregoing representation and based on this representation this transaction meets the requirements for being a qualifying exception for purposes of MSRB Rule G-34, and the City is excepted and released from the requirement to request a CUSIP assignment on behalf of the City pursuant to MSRB Rule G-34 for the Lease.

The undersigned Proposer certifies that this proposal is firm for 30 days from the date of submittal indicated below. Fees and Expenses are to be paid only if the transaction is closed.

By: _____
Title: _____
Date: _____
Signature: _____

I. VENDOR SELECTION

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

II. SUBMISSIONS

A PDF version of the Proposals should be submitted via email by 12:00 PM EASTERN TIME on April 1, 2024 to Darlene Bayko (dbayko@burlingtonvt.gov). Questions concerning this RFP should be directed to Darlene Bayko and received by 4pm March 22nd.

III. EXHIBITS

A. Exhibit A: FLEET LIST

Bid documents include this main body of the request for proposals and all exhibits.

IV. CONTRACTING

The Vendor must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the vendor shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions (Exhibit in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

V. AGREEMENT REQUIREMENTS

The selected vendor will be required to execute a contract with the City on the terms and conditions required by the City.

VI. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response to this Request for Proposals.

VII. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

VIII. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

IX. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

X. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XI. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultant shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the consultant may proceed without any modification being made to the bid or contract documents.

XII. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

EXHIBIT A
CITY OF BURLINGTON, VERMONT

FISCAL YEAR 2024 CAPITAL LEASE COST ESTIMATES

RECYCLE	G03	INTERNATIONAL	HV607	RECYCLING TRUCK	\$299,145
STORMWATER	SW02	FORD	MAVERICK	DISTRIBUTION	\$26,523
WATER	Z01	FORD	E-TRANSIT	CARGO VAN	\$56,746
				FLAT BED W AIR	
WATER	Z20	FORD	F550	COMPRESSOR	\$65,897
WATER	ADDITION	GEM	ELXD	FLUSHING UNIT	\$27,347
WATER	ADDITION	FORD	MAVERICK	DISTRIBUTION	\$26,523
WATER	WR01	NISSAN	LEAF	SHARED	\$29,312
			RAM PROMASTER		
POLICE		DODGE	2500	CARES VAN	\$84,995
RECYCLE	G02	INTERNATIONAL	HV607	RECYCLING TRUCK	\$276,921
WATER	Z13	FORD	F350	ONE TON TRUCK	\$58,940
WATER	Z13V	VERMEER	ECO25	VAC UNIT	\$32,324
WATER	Z312	FORD	F550	SERVICE TRUCK	\$108,031
FY24 TOTAL					<u>\$1,092,704</u>