Request for Proposal
Suwannee County, Florida

RFP No. 2020-08
Term Loan Financing
Emergency Communications Upgrade Project
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I. Introduction

A. Objectives

The objective of this request for proposals (the “RFP”) is to identify the institution that can best provide Suwannee County, Florida (the “County”) with a fixed rate, term loan at the lowest overall borrowing cost, pursuant to certain conditions. This Term Loan will be used to fund the emergency communications upgrades for the Sheriff’s Offices, Fire Services, and EMS employees.

The County has secured a turnkey cost proposal for this project from Williams Communications, Inc., which is attached as Exhibit A on page 10.

The Term Loan will consist of the following loans:

A single term loan in the amount of $1,500,000 for a specific period of seven (7), eight (8), nine (9) or ten (10) years. Loan payments will be made in equal quarterly payments consisting of principal and interest.

This loan will be secured by up to $300,000 of the funds received annually by the County under the County Revenue Sharing Program.

B. Proposal Instructions

1. Sealed Proposal

One original and four (4) copies of the response to this RFP should be submitted on or before 4:00 p.m. on March 6, 2020 per the following:

Attention: Clerk to the Board
Suwannee County Clerk of Court
Cashiers window
200 South Ohio Avenue
Live Oak, FL 32064

The County reserves the right to reject any and all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interest of the County.
2. **Proposal Response**

- Outside of Envelope must include RFP No. 2020-08.
- Each proposal should address all pertinent areas and be specific. Any conditions should be clearly stated.
- The failure to disclose substantive terms, conditions and covenants may be considered cause for the Proposer’s proposal to be rejected by the County.

3. **Questions, Additional Information**

All requests relating to clarifications or additional information are to be submitted in writing no later than 5 days prior to the due date and directed to Keith Gentry, the County's Finance Director, at Keithg@suwgov.org. Phone 386-362-0545.

The Finance Director may choose, at his sole discretion, to redirect such requests to other members of the County's Finance Team. However, all initial requests should be directed to the Finance Director.

4. **Tentative Schedule**

The County will attempt to adhere to the following schedule:

- **March 6, 2020**
  Written responses due prior to 4:00 p.m.
  Attention: Clerk to the Board
  Suwannee County Clerk of Court
  Cashiers window
  200 South Ohio Ave.
  Live Oak, FL 32064

- **March 10, 2020**
  Public Opening of Proposals at the Judicial Annex Building, 218 Parshley Street SW, Live Oak, FL 32064. 10 AM

- **Date/Time/Location TBA**
  Evaluation Committee Review – The County anticipates BOCC selection to occur within 60 days of the due date. Therefore, proposals shall be valid for at least 60 days from the due date.

The County reserves the right to alter scheduled dates if necessary.
C. Security for Term Loans

Amounts due under the Term Loan will be payable from and secured by up to $300,000 of the County’s annual distributions of the County Revenue Sharing Program as authorized in Section 218.25, Florida Statutes. This pledge would be made on a quarter by quarter basis of $75,000 per quarter.

The historical annual proceeds of this revenue to Suwannee County are as follows:

<table>
<thead>
<tr>
<th>Fiscal Year Ended September 30</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$ 939,707.25</td>
</tr>
<tr>
<td>2016</td>
<td>$ 967,929.13</td>
</tr>
<tr>
<td>2017</td>
<td>$1,009,636.21</td>
</tr>
<tr>
<td>2018</td>
<td>$1,057,612.74</td>
</tr>
<tr>
<td>2019</td>
<td>$1,109,929.77</td>
</tr>
</tbody>
</table>

This revenue pledge is specifically authorized by Section 218.25(4), Florida Statutes which provides that up to 50 percent of State Revenue Sharing funds received in the prior year may be pledged for debt issues.

D. Structure of the Financing

The following describes the County’s requirements in establishing the Term Loan:

1. Rate: Fixed, tax-exempt rate on a bank qualified or non-bank qualified basis.

2. The Term Loan is subject to prepayment (without penalty) in whole or in part at any time following five (5) business days notice by the County.

3. Payments shall be made in equal installments on a quarterly basis and will include principal and interest.

E. Qualified Tax-Exempt Obligation

The County will take such actions as may be required by Treasury regulations in order to maintain the status of a Term Loan as a "qualified" tax-exempt
obligation pursuant to the Internal Revenue Code, if such Term Loan is issued as such.

The County shall furnish, without charge to the successful Proposer, the opinion of Nabors, Giblin & Nickerson., Suwannee County’s Bond Counsel, approving the legality of a Term Loan and tax-exempt status of such Term Loan together with the closing certificates and documents related to the transaction.

F. Conditions

The County does not expect that proposals will require reserve requirements, minimum coverage requirements or other restrictions with respect to the assessments or requirements to maintain minimum balances in any bank account as a condition for the Term Loan. If there are such conditions, they must be detailed in the response.

The County does not anticipate that any proposal will include capital adequacy, cross default, acceleration or other interest rate adjustment language with respect to changes to tax law. The only interest rate adjustment provision the County will consider is an adjustment to an agreed upon fixed taxable rate in the event the applicable financing or inactions is determined to be taxable or non-bank qualified solely as a result of actions of the County.

II. EVALUATION OF PROPOSALS -CRITERIA

Proposals will be evaluated on the basis of cost and compliance with the proposed structure and terms of the Term Loan as outlined in this RFP.

A. Proposal Format

In order to assist the County in reviewing proposals, each proposal shall be prepared utilizing the following format and headings:

1. Contact Information -State the legal name of the financial institution or firm, current principal business address, contact person, telephone and facsimile numbers.

2. Interest Rate -State the fixed rates being proposed as follows:

   A. Bank Qualified -Secured by the pledged revenue.

Please state the rates and quarterly payment amounts for the following loan amounts and maturities:

   Loan Amount - $1,500,000
3. Fees and Expenses - Describe in detail all fees and expenses which the County will be responsible to pay to the Proposer, if selected. The amounts stated in the proposal shall represent the maximum amounts payable to the Proposer by the County. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the Proposer and will not be paid or reimbursed by the County.

4. Provide a listing of all conditions, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Term Loan, such as any changes to interest rates or “breakage fees” for the failure to close. No acceleration requirements upon event of default will be permitted.

5. Provide a brief history and overview of your institution including ownership, size, capital position and location of the office responsible for providing the required debt services.

6. Interested Proposers may submit additional options.

7. Please confirm that the Proposer will not request capital adequacy, cross default, acceleration or other interest rate adjustment language with respect to changes to tax law. The only interest rate adjustment provision would be an adjustment to an agreed upon fixed taxable rate in the event the applicable financing or inactions is determined to be taxable or non-bank qualified solely as a result of actions of the County. If the Proposer has such requirements, please detail in response.

III. INSTRUCTIONS TO PROPOSERS

A. Proposers shall thoroughly examine and be familiar with the proposal specifications. Failure of any Proposer to receive or examine this document shall in no way relieve any Proposer of obligations pertaining to this proposal or the subsequent contract.

B. Any changes or modifications to the proposal specifications may result in the rejection of the proposal as not being responsive to this RFP. Additional terms and conditions included with the RFP response may be evaluated or considered. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the
general and special conditions in this proposal solicitation are the primary conditions applicable to this RFP. Any and all such additional terms and conditions will have secondary force and effect and are as they meet the County’s needs applicable.

C. The responsibility for delivering the proposal to the County on or before the specified date and time will be solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by the United States Post Office or a delay caused by any other occurrence. Offers by telephone, fax, or email will not be accepted.

D. The response deadline will be strictly observed. Under no circumstances will a proposal delivered after the time specified be considered. Such proposals will be returned to the Proposer unopened.

E. Proposers will not be allowed to withdraw or modify their proposals for a period of sixty (60) days after the opening time and date.

F. The County reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who is not in a position to perform properly under this contract.

G. Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein will apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility under the laws or Rules in effect.

H. No successful Proposer may assign any portion of the contractual agreement between the parties without prior written authorization from the County. If approved, the Proposer may transfer the Note or enter into participation agreements or securitization transactions with respect to the Note; provided, however, the Note must be in minimum denominations of $500,000 upon any such transaction.

I. Changes to the RFP may be made by and only at the sole discretion of the County.

J. The Proposer, in submission of its proposal, warrants to the County that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.

K. Negotiation -After a finalist is selected, the County will negotiate an agreement that will be in the County’s best interest. The Agreement will cover all aspects of the proposal described herein.
IV. OTHER INFORMATION

A. The County reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposing and to accept or reject any items or combination of items in any proposal. The award will be made to the institution whose response complies with all of the requirements set forth in this RFP and whose proposal, in the sole opinion of the County, is in the best interest of the County taking into consideration all aspects of the Proposer’s response.

B. In the event that the successful Proposer does not execute a contract within a timeframe acceptable to the County, the County may give notice of its intent to award the proposal to the next most qualified Proposer or to call for new proposals and proceed accordingly.
This worksheet summarizes all of the pricing worksheets to derive a Total Project Cost. Suwannee County has worked closely with Williams Communication to ensure the total count and radio requirements have been met to insure the tax payers are receiving the most up to date and properly configured radios. This will give the first responders of Suwannee County the much needed communication upgrade desired.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harris Portable radio- XL 185 SLERS Featured radios for Sheriff's Office (Quan 78)</td>
<td>$297,474.98</td>
</tr>
<tr>
<td>Harris Portable Radio- XL 185 SLERS Featured radios for Fire and EMS Office (Quan 50)</td>
<td>$190,689.38</td>
</tr>
<tr>
<td>Harris Mobile Radio- XG25M SLERS featured radios for Sheriff's Office (Quan 45)</td>
<td>$169,517.36</td>
</tr>
<tr>
<td>Harris Mobile Radio- XG25M SLERS featured radios for Fire and EMS Office (Quan 72)</td>
<td>$271,227.78</td>
</tr>
<tr>
<td>Portable Programming for Sheriff's Office</td>
<td>$6,354.66</td>
</tr>
<tr>
<td>Mobile Programming and installation for Sheriff's Office</td>
<td>$28,981.35</td>
</tr>
<tr>
<td>Portable Programming for Fire and EMS</td>
<td>$4,073.50</td>
</tr>
<tr>
<td>mobile programming and installation for Fire and EMS</td>
<td>$46,370.16</td>
</tr>
<tr>
<td>Channel Expansion</td>
<td>$231,555.44</td>
</tr>
<tr>
<td>Zetron Max Dispatch equipment and antenna system (Quan 4)</td>
<td>$167,516.24</td>
</tr>
<tr>
<td>Project Management/install and config of entire radio system</td>
<td>$55,500.00</td>
</tr>
<tr>
<td>shipping</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Total Proposed Radio System Turnkey Costs</strong></td>
<td><strong>$1,470,260.85</strong></td>
</tr>
</tbody>
</table>
RFP NUMBER: 2020-08

DESCRIPTION OF PROJECT: Term Loan Financing
Emergency Communication Upgrade Program

DATE & TIME OF RFP OPENING: March 10, 2020 at 10:00 a.m. or soon thereafter

LOCATION FOR RFQ OPENING: Suwannee County Judicial Annex
218 Parshley Street SW
Live Oak, FL 32064

IMPORTANT:
This RFP SUMMARY MUST BE COMPLETED AND MUST PRECEDE ALL RESPONDER DOCUMENTS
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to [print name of public entity]

by [print individual’s name and title]

for [print name of entity submitting sworn statement]

whose business address is [print address]

and (if applicable) its Federal Employer Identification Number (FEIN) is [print FEIN]. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: [print Social Security Number].)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

__________________________

[signature]

Sworn to and subscribed before me this ________________ day of ______________________, 20______

Personally known ________________________________

OR Produced identification ________________________ Notary Public - State of ____________________

__________________________________________ My commission expires ______________________

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)
E-Verify for
RFP No. 2020-08
TERM LOAN FINANCING
EMERGENCY COMMUNICATION UPGRADE PROGRAM
Suwannee County, Florida

Company/Entity: ________________________________

Authorized Signature: ________________________________

The Company acknowledges and agrees to utilize the U. S. Department of Homeland Security’s E-verify system in accordance with the terms governing use of the system, for the purpose of confirming the employment eligibility of all employees, subcontractors or persons utilized by the Company while undertaking work within Suwannee County.
Checklist for
RFP No. 2020-08
Term Loan Financing
Emergency Communication Upgrade Prograde
Suwannee County, Florida

☐ RFP Summary Page
☐ Sworn Entity Statement
☐ Copies of Applicable Business & Professional Licenses
☐ Proof of Insurance
☐ E-Verify Form
☐ Any other documents in accordance with specifications
☐ Submission of one original and four (4) copies of RFP