



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

LEASE/PURCHASE FINANCING

SOLICITATION NUMBER 17-021

JULY 2017

TABLE OF CONTENTS

Part I: General

1. Purpose
2. Financial Information
3. Attachments
4. Clarification
5. Respondent Qualifications
6. Price Increase
7. Agreement Term

Part II: Specifications

1. Scope of Services
2. Point of Contact
3. Interest Rate
4. Amount to be Financed
5. Fees and Expenses
6. Payment Terms
7. Security
8. Funding Schedule
9. Costs
10. Validity
11. Bond Rating
12. Right to Finance Elsewhere
13. Assignment
14. Net Lease
15. Legal Opinions
16. Classification
17. Inventory

Part III: Schedule

1. Schedule of Events
2. Solicitation Updates
3. Response Due Date
4. Best Value Evaluation and Criteria
5. Award
6. Post Award Meeting

Part IV: Response Requirements

Part V: Confidentiality of Content

Part VI: General Terms and Conditions / Insurance Requirements

Attachment A – Bid Sheet

Attachment B – Reference Sheet

Attachment C – Addendum Acknowledgment Form

Attachment D - Solicitation Questionnaire

**CITY OF ROUND ROCK
INVITATION FOR BID
LEASE / PURCHASE FINANCING**

**PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after “Lessee”, requests bids from “Lessors”, (individuals and financial institutions, including leasing entities, investment banks, commercial banks, and any other interested parties) duly qualified and experienced in arranging third party financing for the lease/purchase of several types of vehicles and equipment for various City purposes.
2. **FINANCIAL INFORMATION:** The City of Round Rock’s financial information can be obtained at: <http://www.roundrocktexas.gov/departments/finance/budget-office/>
3. **ATTACHMENTS:** Attachment A through D, are herein made part of this invitation for bid:
 - 3.1 **Attachment A:** Bid Sheet
 - 3.2 **Attachment B:** Reference Sheet
 - 3.3 **Attachment C:** Addendum Acknowledgment Form
 - 3.4 **Attachment D:** Solicitation Questionnaire
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

PRIMARY CONTACT:
Yvonne Hopkins, CTPM
Purchasing Department
City of Round Rock
E-mail: yhopkins@roundrocktexas.gov

SECONDARY CONTACT:
Oscar Wise
Purchasing Department
City of Round Rock
E-mail: owise@roundrocktexas.gov

The individuals listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.
5. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing the services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 5.2. Have the adequate financial capability to fund the transaction specified herein;
 - 5.3. Affirm that their entity and response comply with all applicable laws, rules, and regulations of Federal, State, and Local Governing entities;

- 5.4. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
6. **PRICE INCREASE:** A price increase to the agreement shall not be considered.
7. **AGREEMENT TERM:** The term of the resulting agreement shall be five (5) consecutive twelve (12) month periods from the effective date.

PART II
SPECIFICATIONS

1. **SCOPE OF SERVICES:** Lessee seeks to obtain the most competitive interest the market will bear for the purpose of leasing/purchasing the assets detailed herein. The intent of this specification is to provide bidders with sufficient information to prepare a response to this solicitation. All responses shall include, but are not limited to, the requirements outlined herein. Respondent may submit terms, conditions, options or other considerations that enhance or supplement the response, but do not restrict or degrade these requirements.
2. **POINT OF CONTACT:**
- 2.1. **Respondent's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
3. **INTEREST RATE:** The interest rates shall be fixed for the term of the lease agreement. Lessor shall furnish the Lessee with an appropriate amortization schedule(s). Interest shall not begin until funding is received by the City.
4. **AMOUNT TO BE FINANCED:** The amount financed shall be estimated at \$3,000,000.00 repayable in ten (10) semi-annual payments.

The following is the City's payment schedule:

March 2018	September 2018
March 2019	September 2019
March 2020	September 2020
March 2021	September 2021
March 2022	September 2022

5. **FEES AND EXPENSES:** Any additional fees and expenses, unless clearly identified and mutually agreed upon, shall be the sole responsibility of the Lessor.
6. **PAYMENT TERMS:** Payments shall be made to the Lessor semi-annually in arrears. The agreement resulting from this solicitation, however, shall contain a provision whereby the City, at its sole option, may exercise an early payoff clause and all lease payments made shall be applied to the total lease amount. The early payoff shall not exceed the original total lease less all lease payments made plus any interest then due and payable, and, if any, early payoff interest or penalty.

7. **SECURITY:** The security shall consist of various types of vehicles, equipment, personal property or such other items as permitted by State of Texas Law. The City assumes all proposed equipment will be received prior to the funding date. In the event all equipment has not been received by the funding date, City seeks Respondent policy as to how the funds will be disbursed. The equipment may be as follows:
8. **FUNDING SCHEDULE:** The successful Respondent shall, in a timely manner, execute any and all proceedings, forms, disclosures, citations, or any other documents necessary and required to complete the financing arrangement described in connection with this specification. All documents shall be executed and funding accomplished and transferred to City prior to September 21, 2017. Funding shall be on a mutually agreed upon date, but shall not be later than September 21, 2017. Any and all agreements and supporting documents created as a result of this solicitation shall be governed and construed according to the laws of the State of Texas.
9. **COSTS:** All cost(s) incurred directly or indirectly relating to preparation of a response or any oral or written clarification, which the City may require, shall be the sole responsibility of the Respondent.
10. **VALIDITY:** All responses shall state that the bid is valid for a period of time not less than forty-five (45) days.
11. **BOND RATING:** The City's general obligation bond rating is:
Moody's Investor Service **Aa1**
Standard & Poor's **AA+ Affirmed 2017**
12. **RIGHT TO FINANCE ELSEWHERE:** City reserves the right to refinance the equipment covered by the agreement resulting from this solicitation and prepay any remaining amounts due without penalty or additional fees and all security shall be released by Lessor.
13. **ASSIGNMENT:** Lessor may assign its interest in the agreement resulting from this solicitation to an affiliate of Lessor without the written consent of Lessee provided Lessee is advised of said assignment before such assignment is made. If the Lessor intends to sell or resell the schedules to a non-affiliate, such intent shall be disclosed in the response to the solicitation. The City reserves the right to approve or disapprove an assignment to a non-affiliate and such approval shall not be unreasonably withheld.
14. **NET LEASE:** All obligations, costs and responsibilities associated with ownership of the equipment will be borne by the Lessee, including insurance, maintenance, and applicable taxes.
15. **LEGAL OPINIONS:** Lessee's Counsel will provide an opinion as to legality, enforceability, authority, title, and execution and effect of the Lease and other supporting documents.
16. **CLASSIFICATION:** Section 271.005 of the Texas Local Government Code, gives the City the right to classify the financing from this solicitation as debt. Therefore, the transaction documents shall delete any non-appropriation clause and substitute the following language:
TAX LEVY: A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Agreement, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on, and principal of, the Agreement. All ad valorem taxes levied and collected for and on account of the Agreement shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while the Agreement or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax

money required to pay the interest on the Agreement as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Agreement as such principal comes due (but never less than 2% each year), and said tax shall be based on the latest approved tax rolls of the Lessee, with full allowance made for tax delinquencies and the cost of tax collection.

NOTE: The City has issued \$6,995,000.00 in General Obligation Refunding Bonds in the 2016 calendar year.

17. **INVENTORY:** The inventory shown on this solicitation are approximations only. No guarantee of any property record is made or implied. The City will only request funding on actual assets, which may be more or less than indicated.

List of Equipment:

#	Year/Make/Model	VIN / SERIAL NO.
1	2017 PIER FT SIDDONS-MARTIN EP804488-395 20, ARROW - FIRE TRUCK	4P1BCAGF9HA017070
2	TORO GM360 - RIDING MOWER	SERIAL# 316000179
3	2017 FREIGHTLINER M2106 DUMP TRUCK	1FVHCYFE2JHJ8375
4	2017 FORD EXPEDITION	1FMJU1FT2HEA50845
5	2017 FORD F150	1FTEX1CF7HKC48334
6	2017 FORD F150	1FTEW1EF9HKC48318
7	2017 FORD F250	1FT7X2A61HEC34218
8	2017 FORD F450	1FD0W4GY2HEC34295
9	2017 FORD F350	1FD8W3A63HEC34293
10	2017 FORD F350	1FT8W3A6XHEC34294
11	2017 FORD F250	1FTBF2A64HEC23887
12	2017 FORD F250	1FT7W2A69HEC34292
13	2017 FORD F450	1FDUF4GY3HEC34291
14	2017 FORD F150	1FTEX1C87HKC48335
15	2017 FORD F150	1FTEX1E81HKC48344
16	2017 FORD F150	1FTEX1E86HKC48341
17	2017 FORD F150	1FTEX1E8XHKC48343
18	2017 FORD F350	1FD8X3B66HEC34297
19	2017 FORD EXPEDITION	1FMJU1FT4HEA50846
20	2017 FORD F250	1FD7X2A65HEC34296
21	2017 FORD TAURUS	1FAHP2D82HG111457
22	2017 FORD F150	1FTEW1CF2HKC48289
23	2017 FORD F150	1FTEW1CF9HKC48287
24	2017 FORD F150	1FTEW1CF0HKC48288
25	2017 FORD F150	1FTEW1CF0HKC48291
26	2017 FORD F350	1FT8W3BT9HEC47008
27	2017 FORD F150	1FTEW1E82HFA99535
28	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR4HGB93733
29	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR6HGB93734
30	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR5HGB93742
31	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8ARXHGB93736

32	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR0HGB93731
33	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR2HGB93732
34	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR7HGB93743
35	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR5HGB93739
36	VERMEER HG4000 BRUSH AND TREE CHIPPER - HORIZONTAL GRINDER	1VRC363H0G1001033

PART III

SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	July 25, 2017
Deadline for submission of questions	August 1, 2017 @ 5:00 PM, CST
City responses to questions or addendums	August 7, 2017 @ 5:00 PM, CST
Deadline for submission of responses	August 9, 2017 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <http://www.roundrocktexas.gov/bids>.

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

**City of Round Rock
 Attn: Yvonne Hopkins
 Purchasing Department
 221 E. Main Street
 Round Rock, Texas 78664-5299**

- 3.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 3.2 Facsimile or electronically transmitted responses are not acceptable.
- 3.3 Responses cannot be altered or amended after opening.
- 3.4 No response can be withdrawn after opening, without written approval from the City for an acceptable reason.
- 3.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.

- 3.6** Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
- 4. BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 4.1** Purchase price;
 - 4.2** Reputation of Respondent and of Respondent's goods and services;
 - 4.3** Quality of the Respondent's goods and services;
 - 4.4** The extent to which the goods and services meet the City's needs;
 - 4.5** Respondent's past performance with the City;
 - 4.6** The total long-term cost to the City to acquire the Respondent's goods or services;
 - 4.7** Any relevant criteria specifically listed in the solicitation.
- Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.
- 5. AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
- 6. POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- 6.1** Provide City contact(s) information for implementation of agreement.
 - 6.2** Identify specific milestones, goals and strategies to meet objectives.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and three (3) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

In addition, the Respondent shall submit one (1) electronic copy on CD or Flash Drive, containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, or XLS). The CD shall be titled: "17-021: Lease / Purchase Financing – [Name of Respondent]'s submission".

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A - (Bid Sheet): Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation will result in disqualification. Submission of responses on forms other than the City's Solicitation Document will result in disqualification of the response.

Attachment B - (Reference Sheet): Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment C - (Addendum Acknowledgement Form): Provide signed copy of this form or a signed copy of each issued addendum with bid upon submission.

Attachment D - (Solicitation Questionnaire): Respondent shall provide completed solicitation questionnaire.

Compliance Statement: Respondents shall affirm that their entity and response comply with all applicable laws, rules, and regulations of Federal, State, and Local Governing entities.

Financial Statement: Respondent shall provide financial statement or information evidencing their capability to fund the transaction specified herein.

Fund Disbursement Policy: Respondent shall provide policy as to fund disbursement in the event that all equipment has not been received prior to the funding date.

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

PART V

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <https://www.roundrocktexas.gov/wp-content/uploads/2014/11/CORR-Insurance-07.2011.pdf>
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website document entitled "Purchasing Standard Terms and Conditions: <https://www.roundrocktexas.gov/wp-content/uploads/2014/11/CORR-TC-Revised-07-2011-5.23.17.pdf>
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

**ATTACHMENT A:
 BID SHEET
 Page 1**

1. List and discuss any additional fees, expenses, penalties, or payments included in this financing proposal and indicate if such costs are amortized in the repayment schedules.
2. The effective interest rates and resulting amortization schedules shall include and reflect all amortized costs associated with the financing of the aforementioned equipment.
3. A representative amortization schedule shall be included for each finance assumption.
4. Amortization schedules shall reflect payments in "ARREARS".
5. Assuming the agreement will be carried to the full term, state the Lessee's total payments below:

Amount Financed	Term Years	Effective Interest Rate	Total Principal Payments	Total Interest Payments	Total Additional Costs	Total Cost
\$ 3,000,000.00	5	_____ %	\$	\$	\$	\$

(Semi-annual payments in arrears)

The cost evaluation for this IFB shall be made based on the lowest "Total Cost" of the amount financed for 5 years. Authorized Signature required on Page 3 of Attachment A – Bid Sheet.

Date	Debt Service	Interest Amount	Principal	Outstanding Balance
March 2018	\$	\$	\$	\$
September 2018	\$	\$	\$	\$
March 2019	\$	\$	\$	\$
September 2019	\$	\$	\$	\$
March 2020	\$	\$	\$	\$
September 2020	\$	\$	\$	\$
March 2021	\$	\$	\$	\$
September 2021	\$	\$	\$	\$
March 2022	\$	\$	\$	\$
September 2022	\$	\$	\$	\$
TOTAL	\$			

**ATTACHMENT A:
BID SHEET
PAGE 2**

Authorized Representative Name: _____

Tax Identification Number: _____

Legal Business Name: _____

Address: _____

Address: _____

Contact: _____

Telephone Number: _____

E-Mail Address: _____

Business Entity Type: _____
(Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Governmental, Non-Profit or Other type)

Name of Parent Entity if a Subsidiary: _____

1. Funding shall be made from:

Name of Entity: _____

Address: _____

Address: _____

Contact: _____

Telephone Number: _____

E-mail address: _____

**ATTACHMENT A:
BID SHEET
PAGE 3**

2. Lease payment shall be made to:

Name of Entity: _____

Address: _____

Address: _____

Contact: _____

Telephone Number: _____

E-mail address: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Respondent may attach as many additional pages as necessary to make this response complete.

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

**ATTACHMENT B:
RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number: () _____

2. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number: () _____

3. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number: () _____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

**ATTACHMENT C:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

ATTACHMENT D
SOLICITATION QUESTIONNAIRE

1. Specify basis: 360 day or 365 day year
-

2. Will your contract include an early payoff clause with no interest or any other penalty?
-

3. Will your contract include an early payoff clause with additional interest or other penalty? If it will, state the provisions of this clause.
-

4. Will you require vehicle titles with the non-appropriation clause deleted from the agreement and the City classifies the financing as debt and creates a special interest and sinking fund as described in Part I paragraph 13.0?
-

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.