



REQUEST FOR PROPOSALS  
EQUIPMENT MUNICIPAL LEASE PURCHASE

\$250,000 (Approximately) for Fiscal Year 2021-22

ROCKY POINT UNION FREE SCHOOL DISTRICT  
SUFFOLK COUNTY, NEW YORK

**Proposals Due By: 2:00 pm on January 22, 2021**

Submit Proposals To: Christopher Van Cott, Assistant Superintendent for Business  
Rocky Point Union Free School District  
c/o Noah Nadelson  
Chief Executive Officer  
Munistat Services, Inc.  
12 Roosevelt Avenue  
Port Jefferson Station, New York 11776  
Phone (631) 331-8888  
Fax (631) 331-8834  
E-mail: [nnadelson@munistat.com](mailto:nnadelson@munistat.com)

Estimated Lease Date: On or after July 1, 2021

PROJECT DESCRIPTION

The Rocky Point Union Free School District (the “District”) is entering into a multi-year equipment replacement program which will include, but not be limited to: replacement of core switches, upgrades and improvements to firewalls, cybersecurity, network upgrades, copy machines and printers, vehicles, machinery and other permissible capital expenditures. Under the first phase of the program in the 2021-22 school year, the District is looking to replace a number of copy machines and network printers District-wide as well as the core switches at the Frank J. Carasiti Elementary School and the Joseph A. Edgar Intermediate School. The District is also looking to upgrade and add to the central firewall currently located at the Network Operations Center in the High School at an estimated total project cost of \$250,000.

To finance the cost of the Equipment, the District is seeking proposals from lenders interested in acting as Lessor to a Municipal Lease/Purchase Agreement for a term of three (3) to five (5) years. Lease payments will be made on a semi-annual basis. The Lease must conform with the laws of the State of New York, including, but not limited to the Education Law, General Municipal Law and the Local Finance Law to the extent applicable.

## **MULTI-YEAR FINANCING AGREEMENT**

The District would like to enter into an on-going contractual relationship under which contracts for the funding for the various capital equipment, to be obtained by installment purchase, will initially be for a term of three (3) years and is subject to two additional one year renewals.

In order for the District to determine the most appropriate option, bidders may use any indexing formula they choose so long as it is clearly defined to the District. The District will not accept a change in the bid indexing formula for the contract period. This shall remain the same for the duration of the awarded contract.

The amount expected to be financed in the 2021-22 year is expected to be approximately \$250,000. *Please provide the terms as requested in Exhibit A – Form of Proposal.*

The amount to be financed annually for the ensuing years is expected to be approximately \$300,000 to \$500,000. The term of the lease may vary from 36, 48, or 60 months. The term of the Agreement will be in effect until the 2023-24 year and may be extended by mutual consent for two additional one-year periods upon the anniversary date, or until rebid. *Please provide the terms as requested in Exhibit B – Form of Proposal.*

The District will designate the leases as a “qualified tax exempt obligation” within the meaning of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The District is an annual issuer of Tax Anticipation Notes in the approximate amount of \$5 million. The District does not intend to issue bonds for any significant capital projects over the next 5 years.

In an effort to analyze the full costs of the transaction to the District, all Proposers shall submit a sample lease package fully detailing required documentation, including any form of opinions of counsel, that must be submitted to complete the transaction. The proposal must state the interest rate and other terms cited in the lease proposal will be good through the closing date. The lease purchase agreement shall not become effective until delivery of the funds. Following notification of award, the prospective Lessor must provide the District with a draft of its proposed financing documents for the transaction, together with notification of its credit approval immediately. The form of the lease purchase agreement, escrow agreement and related documents must be submitted with the proposal. All documents are subject to review and modification by the District Attorney. Closing is subject to successful negotiation of all documents by counsel to the District. The District reserves the right to rescind any award due to failure of the parties to agree to the terms and conditions thereof and to recover its costs in connection therewith.

The District reserves the right to cancel the Agreement when it is in the best interest of the District to do so. If the Agreement is terminated by the District, only those transactions in effect will be honored; no additional transactions may be consummated.

## FINANCIAL TERMS FOR 2021-22

Lessee: Rocky Point Union Free School District, New York.

Escrow Agent: (If Necessary) To be selected by Lessor - all escrow agent and escrow fees shall be borne by the Lessor.

Amount: \$250,000 (Approximately)

Term: Three (3) or Five (5) years. The delivery of the equipment is expected to occur on or after July 1, 2021.

Payments and Rate: Semi-annual principal and interest payments pursuant to the terms of the agreement. The payments will commence on December 1, 2021 and will continue through and include June 1, 2024 (for the 3 year amortization) or through June 1, 2026 (for the 5 year amortization). Interested proposers should provide quotes which are calculated on a semi-annual basis and conform to New York State Local Finance Law level debt service requirements. **Please submit amortization schedules for both the three (3) and five (5) year terms.**

The Lease Finance Agreement shall separately state the principal and interest component of the periodic payments to be made thereunder. The total of these payments, which include both principal and interest components made by the District each year throughout the term of the Agreement, shall result in substantially level or declining annual debt service. Each payment shall be detailed in an amortization schedule prepared by the Proposer. Each lease-purchase agreement must specify the applicable interest rate as well as the standard contractual terms and conditions. Proposers must satisfy themselves that the credit approval will be granted prior to submitting a proposal. Lessor shall provide a statement and thirty days' notification prior to each payment due date.

General Terms and Conditions: Without limiting the inclusions of standard provisions for the lease financing the Lessor agrees the following terms and conditions shall apply:

Any installment purchase contract entered into by the District shall contain the following clause: "This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefore shall be incurred by the political subdivision beyond the amount of such monies. The installment purchase contract is not a general obligation of the District. Neither the full faith and credit nor the taxing power of the District are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make state monies available for the purpose of the contract."

Lease payments shall be subject to appropriation each year by the District. In the case of a failure to appropriate, the sole security under the Lease shall be the Equipment. In the event that no funds or insufficient funds are appropriated by the District to pay the Lease, the Equipment may be acquired and sold by or on behalf of the Lessor, provided that any excess proceeds from such a sale, after deduction for and payment of fees, expenses and any taxes levied on the sale, shall be paid to the District. Prior to the sale or seizure of such equipment, the District shall be provided adequate written notice, no less than ninety (90) days to cure any default. Should such a sale or seizure take place the parties shall cooperate and there shall be no disruption to the District's operation to the extent possible.

Tax Opinion: The successful proposer will be furnished without cost with the opinion as to tax exemption of the law firm of Hawkins Delafield & Wood ("Bond Counsel"). The opinion of Bond Counsel shall contain statements to the effect that, in the opinion of said law firm, under existing statutes and court decision and assuming continuing compliance with certain tax certifications described in the Tax Certificate of the District, (i) the portion of the rental payment designated as and constituting interest paid by District and received by successful proposer during the term of the lease is excluded from successful proposer's gross income for federal income tax purposes under Section 103 of the Code; and (ii) such interest component is not treated as a preference item in calculating the alternative minimum tax under the Code. The Tax Certificate of the District, which will be delivered concurrently with the delivery of the lease will contain provisions and procedures relating to compliance with applicable requirements of the Code. In rendering its tax opinion, Bond Counsel will rely upon the opinion as to the validity of the lease and the reliance letter delivered by the District Attorney, without undertaking to verify the same by independent investigation, unless said Lease Agreement is reviewed by Bond Counsel.

Opinion of the District Attorney: At closing, the District shall furnish an opinion of the District Attorney, dated the closing date, to the effect that there is no controversy, litigation of any nature pending or threatened to restrain or enjoin the execution or delivery of the installment financing agreement.

Amendments to RFP: Any verbal information obtained from or statements made by the representative of the District or its designee at the time of examination of the documents or site shall not be construed as, in any way, amending the RFP documents or binding upon the District. Only such corrections or addenda that are issued during RFP process shall be included in the RFP response and become a part of any subsequent contract agreement.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from proposers, or to allow corrections of error or omissions.

Basis for Award: The District reserves the right, in its sole discretion, to reject any and all proposals, or any part thereof, received in response to this Request for Proposals, to waive formalities, to request additional information from any Proposer, and to award and negotiate the terms of the contract with any Proposer. The District intends to select the firm whose proposal is most advantageous to the District and best meets the District's needs for this lease, and not necessarily the firm with the lowest cost proposal. In determining which proposal is most

advantageous and in the District's best interests, the District will evaluate, among other things, the overall financing cost (inclusive of any interest and fees) to the District, the adequacy of each proposal, and the qualifications of the Proposer. The District will not have any liability to any Proposer for any costs or expenses incurred in connection with your response to this request for proposals. The adequacy of qualifications of respondents shall be determined by the District and will not be subject to appeal.

#### ADDITIONAL INFORMATION

Munistat Services, Inc. has assisted the District as financial advisor in certain matters with respect to the preparation of its Request for Proposal. Additional information may be obtained upon request from the office of Munistat Services, Inc. Noah Nadelson, Chief Executive Officer, 12 Roosevelt Avenue, Port Jefferson Station, New York 11776, telephone number (631) 331-8888, [nnadelson@munistat.com](mailto:nnadelson@munistat.com).

REQUEST FOR EQUIPMENT  
MUNICIPAL LEASE-PURCHASE FINANCING  
IN THE APPROXIMATE AMOUNT OF \$250,000

FOR

ROCKY POINT UNION FREE SCHOOL DISTRICT  
SUFFOLK COUNTY, NEW YORK

**PROPOSALS DUE BY: 2:00pm on January 22, 2021**

# EXHIBIT A – 2021 LEASE FINANCING

## PROPOSAL EQUIPMENT MUNICIPAL LEASE-PURCHASE FOR ROCKY POINT UNION FREE SCHOOL DISTRICT

To: Noah Nadelson  
Chief Executive Officer  
Munistat Services, Inc.  
12 Roosevelt Avenue  
Port Jefferson Station, New York 11776  
Phone (631) 331-8888  
Fax (631) 331-8834  
E-mail: nnadelson@munistat.com

Type of Equipment: Technology Equipment

Transaction Size: \$250,000 (Approximately)

Structure: Semi-annual payments of principal and interest

**Lease Term:** **Please provide two (2) amortization schedules:**  
**1. Three (3) year option – semiannual principal and interest payments beginning on December 1, 2021 and maturing on June 1, 2024**  
**2. Five (5) year option – semiannual principal and interest payments beginning on December 1, 2021 and maturing on June 1, 2026**

Prepayment: The District does not intend to prepay any portion of the outstanding Lease at any time.

The undersigned Proposer certifies this proposal is firm for **45 days** from the date of submittal. The District anticipates making an award at the February 8th, 2021 Board of Education Meeting

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT B – MULTI-YEAR AGREEMENT FINANCING**

## **PROPOSAL EQUIPMENT MUNICIPAL LEASE FOR ROCKY POINT UNION FREE SCHOOL DISTRICT**

NOTE: While actual financing rates will be determined at the time of financing, the following will be used to validate the bidders understanding of the format of this bid and aid to the District in determining the lowest bidder.

### ***BID INDEXING FORMULA FOR FINANCING RATES***

Please provide a detailed description of your bid indexing formula for financing. You must include sources used in the index so the District can calculate and verify the rates bid. Please provide the calculations for each year of the proposed Agreement (2021-22, 2022-23 and 2023-24 fiscal years beginning July 1).

### ***3 YEAR FINANCE RATE***

Actual financing rates will be determined at the time of financing. Using your index formula from above, please enter the rate that would be charged for a 3-year financing on July 1, 2021.

**Rate** \_\_\_\_\_%

### ***4 YEAR FINANCE RATE***

Actual financing rates will be determined at the time of financing. Using your index formula from above, please enter the rate that would be charged for a 4-year financing on July 1, 2021.

**Rate** \_\_\_\_\_%

### ***5 YEAR FINANCE RATE***

Actual financing rates will be determined at the time of financing. Using your index formula from above, please enter the rate that would be charged for a 5-year financing on July 1, 2021.

**Rate** \_\_\_\_\_%

**AFFIDAVIT OF COMPLIANCE**

**STATE OF**

**COUNTY OF**

\_\_\_\_\_, being duly sworn, deposes and says:

- 1) That (s)he is an officer or representative of \_\_\_\_\_ and that (s)he has the authority to sign this affidavit.
- 2) This affidavit is offered as an inducement to the Rocky Point Union Free School District to award to \_\_\_\_\_ such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York State law and with District policy.
- 3) That no Officer, Employee or Stockholder of the above referenced vendor is an Employee, in any position, Administrator or Board Member at the Rocky Point Union Free School District other than as disclosed below.
- 4) That no Officer, Employee or Stockholder of the above-referenced vendor is related to an employee in any position, administrator or Board Member, at the Rocky Point Union Free School District other than as disclosed below:

| Vendor: List Officer, Employee or Stockholder's Name | Position with Vendor | Rocky Point UFSD Employee, Administrator or Board Member Name | Relationship between parties |
|--|----------------------|---|------------------------------|
|  |                      |   |                              |
|  |                      |   |                              |
|  |                      |   |                              |

\_\_\_\_\_  
\_\_\_\_\_  
Signed Date

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Seal

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), chapter 1 of the 2012 Laws of New York, a new provision has been added to Stat Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the

\_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the

Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public: \_\_\_\_\_

**ROCKY POINT UNION FREE SCHOOL DISTRICT  
NON-COLLUSIVE BIDDING CERTIFICATION**

Chapter 751 of the Laws of 1965 amended Section 103-d of the General Municipal Law required that every bid or proposal submitted to a political sub-division of New York State must contain the following certification properly signed and executed:

The undersigned hereby certifies that:

- a. This bid or proposal has been independently arrived at without collusion with any other bidder with any competitor or potential competitor;
- b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.
- e. The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

RESOLUTION-for corporate bidders only

**RESOLVED** that \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for the following project \_\_\_\_\_ and to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ Corporation at a meeting the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and is still in full force and effect on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Seal of the Corporation

\_\_\_\_\_ Secretary