



**TOWN OF HAW RIVER, NORTH CAROLINA**

**REQUEST FOR PROPOSALS  
FOR INSTALLMENT FINANCING  
OF MUNICIPAL VEHICLE  
(KNUCKLE BOOM TRUCK)**

**DATE OF RELEASE:  
Thursday, October 21, 2016**

**OPENING DATE:  
Monday, November 21, 2016**

**TIME: 2:00 P.M.**

**LOCATION: TOWN HALL  
COUNCIL CHAMBERS  
403 EAST MAIN STREET  
HAW RIVER, NC**

**INSTRUCTIONS FOR**

# REQUEST FOR PROPSALS

The Town of Haw River, North Carolina is requesting financing proposals for the installment financing for the acquisition of a new **Knuckle Boom Truck** for the **Public Works Department**. The total amount to be financed for the vehicle is not to exceed **\$140,000**. The Town is looking to finance the vehicle for a term of **7** years. Details follow:

Fiscal Year 2011-2012			Cost
New	Public Works	Knuckle Boom Truck	\$ 140,000
		TOTAL	\$ 140,000

As described below, proposals must be submitted by Monday November 21, 2016. The Town expects to select a proposer on or about December 7, 2016, and to close the financing by January 31, 2017 or sooner.

## **A. Pertinent Information**

### Vehicles

The Knuckle Boom Truck will be used in the operations of the Public Works Department to collect and remove brush and heavy trash within the Town.

## **B. Contract Specifications**

1. The financing will take the form of an installment financing pursuant to Section 160A-20 of the North Carolina General Statutes. The financing will be secured by the Town's promise to pay and a lien on the financed property, but the lender will have no recourse beyond the financed property in the case of a default.
2. The financing will be exempt from the requirement of obtaining prior approval from the North Carolina Local Government Commission.
3. The desired amount of financing is not to exceed the total of **\$140,000**. The town would like to have **amortization schedules** for the total amount financed. The Town would like to make 7 annual payments based on a loan balance of **\$140,000** with the first payment to occur 12 months from the time of closing, with the projected closing date of **January 31, 2017** and with the payment schedule otherwise following a normal amortization. Interest rate proposals shall be based on a **seven-year period** normal amortization period.
4. The interest rate shall be fixed for the term.
5. The interest rate(s) proposed must be guaranteed through the month of **January 31, 2017** at which time the Town desires to close the transaction.
6. Prepayment terms will be negotiated between the Town and the successful bidder. The Town desires prepayment of principal at any time without penalty.

7. The Town's obligations under the installment financing agreement will be secured by a security interest in all or a portion of the equipment being financed as negotiated between the Town and the successful bidder. No deficiency judgment may be rendered against the Town for breach of a contractual obligation under the Installment Financing Agreement, and the taxing power of the Town will not be pledged to secure repayment thereunder.
8. The Installment Financing Agreement must not contain a non-substitution clause and there must be a non-appropriation clause in the installment financing agreement.

**C. Submission of Proposal**

Submit written proposals to the Town of Haw River at 403 East Main St., Haw River, NC 27258, marked "Public Works Equipment Financing Proposal." Proposals must be received no later than 2pm on Monday, **November 21, 2016**. The Town will accept facsimile submissions at 336-578-0010, but the proposer bears the risk of a late or incomplete transmission. Email submissions are also accepted with the subject heading labeled "Public Works Equipment Financing Proposal" to [jearp@townofhawriver.com](mailto:jearp@townofhawriver.com).

Proposals must specify at a minimum the following information.

1. The term of the financing.
2. The interest rate.
3. The terms of repayment. **Please attach a sample debt service schedule.**
4. Please provide three (3) recent references of municipalities that you have done installment financing for.

A statement as to whether you would be willing to allow the Town to draw funds as needed for the Project, as opposed to advancing the full amount at closing.

Proposed terms for optional prepayment. Please also state whether you would allow a prepayment without penalty from excess purchase proceeds.

A list of all additional costs to be associated with this transaction, including origination or placement fees, escrow fees, counsel fees and expenses. State whether or not any of such fees or expenses will be capped.

A statement to the effect that the bank agrees to the contract specifications set forth in Part B (Contract Specifications) of this Request for Proposal.

Proposed collateral to secure financing and the method for creating the lien or security interest in such collateral.

Bids should be based on gross funding of The Project (without consideration of investment earnings).

A clear statement of any rights you have to withdraw your proposal. As a term of this request, the Town retains the right to select a proposer on the basis of its proposal until 5pm, Tuesday, December 6, 2016

subject to any terms stated in the proposal, and then the proposer shall have no right to withdraw the proposal prior to January 31, 2017, except in accordance with any terms or conditions stated in this request or in the response.

A statement as to whether there are any conditions to the closing of the transaction other than preparation of acceptable documentation. The Town will rely on there being no such conditions unless stated in the proposal

The Town reserves the right to request additional information from the bidders and reserves the right to reject all proposals and to waive any irregularity or informality. Although the selection will be based substantially on lowest total financing cost (including both interest cost and upfront fees and expenses), the Town reserves the right to select the bidder that best meet the needs of the Town.

The Town will work with documents prepared by the proposer. Your proposal should also describe any legal opinions you will require at closing.

No commitment on the Town's part is final, however, unless and until (1) your organization's proposal states that the proposal is a commitment subject to acceptance and (2) the Town's Manager has approved substantially final financing documents.

Copies of the Town's audited financial statements for the fiscal year ended June 30, 2015, are available to be examined at the Town's offices. Copies will be sent to requesting parties upon an undertaking by the requesting party to pay the costs of duplication and mailing.

Please note that the terms of this request and your response will be incorporated into the terms of the final agreement if your organization is the successful proposer.

on By submission of any proposal, the lender hereby certifies that, as of the date hereof, it is not included  
that a list of persons engaged in investment activities in Iran created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Article 6E, as amended of Chapter 147 of the General Statutes of North Carolina. The Lender shall not utilize any subcontractor is listed on any such list in connection with transactions contemplated by this financing.

If further information is needed or if you have any questions regarding this Request for Proposal, please contact Jeff Earp at 336-578-0784 or [jearp@townofhawriver.com](mailto:jearp@townofhawriver.com). We look forward to receiving your response.

STATE OF NORTH CAROLINA

AFFIDAVIT OF COMPLIANCE

with N.C. E-Verify Statutes

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorize by and on behalf of \_\_\_\_\_ (hereinafter the "Employer") after being first duly sworn, deposes and says as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, HR Manager, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. \_\_\_\_\_ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year  
 \_\_\_\_\_ Employer employs fewer than twenty-five (25) employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Haw River informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Affiant (Signature)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires: \_\_\_\_\_ [OFFICIAL SEAL]

**IRAN DIVESTMENT ACT CERTIFICATION**

Name of Counterparty: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title