

## REQUEST FOR PROPOSALS

### TAX EXEMPT EQUIPMENT LEASE FINANCING

**Deadline for submission of the Proposal is no later than 4:00 PM, Friday, October 14, 2016**

The purpose of this Request for Proposals (RFP) is for the selection of a vendor to provide a Tax Exempt Equipment Lease Financing for the State of New Hampshire, Department of Resources and Economic Development (Department). This RFP does not obligate the Department to complete this financing and the Department reserves the right to cancel solicitation if it is considered to be in its best interest.

#### I. INTRODUCTION

The Department, acting by and through the Commissioner, seeks to lease on a 4-year annual payment schedule, a certain piece of equipment. This financing has been requested by the Commissioner to provide for the equipment needs of Cannon Mountain Aerial Tramway and Ski Area (Cannon Mountain) at Franconia Notch State Park located in Franconia, New Hampshire. Pursuant to New Hampshire Statutes Section 6:35 and Section 21-I:81 (Attachment 1), the Department is seeking proposals from qualified firms (see Section VIII, B) to provide lease financing for a certain piece of equipment. This proposal includes the option by the department at its discretion, to seek yearly lease financing with the selected lessor for any additional subsequent equipment lease schedules for the next 4 years following the approval of the first year lease financing agreement with lessor, subject to approval by the Governor and Executive Council.

#### II. THE EQUIPMENT

The Commissioner is seeking lease financing for a certain piece of equipment for use at Cannon Mountain. An exact description and pricing of the equipment for leasing is provided in Attachment 3. Prior equipment lease programs have provided Cannon Mountain lease financing for, but not limited to, the following types of equipment:

Prinoth Bison X Snow Groomer  
Prinoth Trooper  
Prinoth BR350 Sherpa TW Snow Groomer

#### III. SCOPE OF SERVICES

The Department has acquired, from time to time, various items of equipment through the use of lease transactions. In the administration of lease programs, the Department has recognized that projections relating to the timing and cost of anticipated equipment leases are often based on best estimates. This, in turn, may result in payment schedules commencing prior to the delivery of delayed equipment. Since 1999, in order to avoid this type of situation, the Department's lease program has funded equipment leases at the time of delivery. It is our intent to enter into a similar agreement under this Tax Exempt Equipment Lease Financing RFP.

The Department will with a responder, enter into a Tax Exempt Equipment Lease Financing Agreement (Lease Agreement) that specifies the terms and conditions of the transaction and will essentially be a net lease, except that lease payments will be subject to annual appropriations. The Department is seeking a lease structure that provides for equal annual payments over a 4-year term schedule. Because all annual payments will have a common due date which is assumed to be in December of each year for the purposes of this RFP, the Department intends to pay an initial payment of interest only with the first annual payment commencing on the subsequent payment date. The Department expects that each

Responder will quote a rate that will be fixed at the time of the first payment. The rate quoted may be either firm or expressed as a percentage of, or adjustment to, any clearly identifiable published index (e.g., Municipal Market Data (MMD) Yield Curve, Prime Rate, similar term Treasury securities, etc.). The rate thus established will then be fixed for the remaining term of the Lease Agreement.

#### IV. TERMS AND CONDITIONS

- A. **Assignment**: Neither the Lease Agreement nor the obligations of Lessee to make payments, may be assigned without the written consent of the Lessee.
- B. **Term**: 4-year schedule, with an option to extend financing with the selected lessor for 4 additional equipment lease schedules at the discretion of the Department and subject to approval by the Governor and Executive Council.
- C. **Interest Calculation**: For the purposes of this RFP, it is assumed that the Department will make annual lease payments in December of each year commencing December 1, 2016. Interest is to be calculated on a simple interest basis and included in the first annual payment only.
- D. **Interest Rate**: The rate quoted may be either firm or expressed as a percentage of, or adjustment to, any clearly identifiable published index (e.g., Municipal Market Data (MMD) Yield Curve, Prime Rate, similar term Treasury securities, etc.). The rate thus established will then be fixed for the remaining term of each Lease Agreement.
- E. **Lessee**: The State of New Hampshire, Department of Resources and Economic Development, acting by and through the Commissioner.
- F. **Lessor**: The provider of the Tax Exempt Equipment Lease Financing.

#### V. SECURITY

The Lease Agreement will be secured by the Department's obligation to make payment that is expressly subject to annual appropriations.

#### VI. PROPOSALS REQUESTED

Each party responding to this RFP is asked to indicate agreement with this outline or clearly stipulate any desired changes or additions to the terms mentioned herein.

Each Responder must also indicate an itemized list, all costs associated with the transaction that are expected to be paid by the Department either as a direct (upfront) payment or as an addition to the equipment lease. These costs should include commitment fees, legal counsel, trustee fees, related subsequent equipment sales fees if any and all similar items of cost, if any.

Responders are also permitted to submit alternative proposals reflecting methods of meeting the Department's goals as generally outlined herein. Any alternative proposal must contain sufficient detail to enable the Department to readily compare such alternatives to the proposal sought by this RFP.

The Department will expect the successful responder to enter into a Lease Agreement. Deviations from and exceptions to terms, conditions, specifications or manner of this RFP shall be described fully on the Responder's letterhead stationery, signed, and attached to the RFP Attachment 2 submittal. In the absence of such statement the Responder shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A Responder's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission

deadline in the manner described shall constitute a full and final waiver of the Responder's rights to raise the issue later in any action or proceeding relating to the RFP.

## VII. GENERAL STATE LEASE REQUIREMENTS

- A. **Lease Agreement Commencement and Length:** The Lease Agreement, if accepted by the Department, will commence upon approval of the Governor and Executive Council for a 4-year term schedule, with an option to extend yearly up to 4 years, financing with the selected lessor for 4 additional equipment lease schedules at its discretion, subject to approval by the Governor and Executive Council.
- B. **Parties to the Contract:** Parties to this Lease Agreement shall be the Department and the successful Responder (the "Vendor" or "Contractor" or "Lessor").
- C. **Applicable Law:** The Lease Agreement entered into as a result of the RFP shall be governed and interpreted under the laws of the State of New Hampshire.

## VIII. ADDITIONAL PROPOSAL AND LEASE REQUIREMENTS

- A. **Duration of Offer:** All proposals must indicate that they are valid for a minimum of ninety (90) calendar days from the date of the response opening.
- B. **Disposition of Responses:** All materials submitted in response to this RFP will become public record after the evaluation process is completed. The Department will not consider the prices submitted by the Responder to be proprietary or trade secret materials. **If clearly identified by the Responder, confidential commercial or financial information submitted in response to this RFP shall be exempt from disclosure under RSA 91-A:5 (Attachment 1).**
- C. **Organizational Conflicts of Interest:** The Responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the Responder's objectivity in performing the work is or might be otherwise impaired, or the Responder has an unfair competitive advantage. The Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Commissioner that must include a description of the action which the Responder has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the lease. In the event the Responder was aware of an organizational conflict of interest prior to the award of the lease and did not disclose the conflict to the contracting officer, the State may terminate the lease for default.
- D. **Firm Proposal/Response:** Prices quoted in the response of the RFP must be valid for a minimum of ninety (90) calendar days from the date of the response opening, unless extended by the Responder or accepted by the Department. After the Department has accepted the proposal the prices quoted herein are the maximum that can be charged during the life of the Lease Agreement.

## IX. THE RFP PROCESS AND EVALUATION

- A. **Questions and Inquiries:** It is the Department's policy to accept questions and inquiries from any and all Responders. Questions regarding this RFP should be directed to the department's Administrator of Business Operations, to the attention of Christopher S. Marino at the

Department of Resources and Economic Development at [christopher.marino@dred.nh.gov](mailto:christopher.marino@dred.nh.gov). All questions must be submitted in writing and are due by **4:00 PM on Thursday, October 13, 2016**.

- B. **Revisions to the Requests for Proposals:** In the event it becomes necessary to revise any part of the RFP, revisions will be posted on the State of New Hampshire's website at <https://das.nh.gov/purchasing/vendorresources.asp>.
- C. **Submission of Proposals:** In order to be considered for selection, the Responder must submit a complete response to this RFP. All conditions printed on the RFP form are hereby made a part of the conditions under which the proposal is submitted. In order to be considered for selection, proposals must arrive at the offices of the Department of Resources and Economic Development **on or before 4:00 PM, Friday, October 14, 2016**.

All packets (mailing envelopes or packages) must be clearly identified, as a response to this RFP, on the outside with the Responder's name and return address and the date and time when proposals are due. Responder's mailing proposals should allow for normal mail delivery time to ensure timely receipt. Late proposals will be returned unopened to the Responder. Machine facsimile or e-mail proposals will not be considered.

Each copy of the proposal must be signed, in ink, by an authorized member of the firm. The Department reserves the right to negotiate changes to proposed fees and expenses prior to the final selection of a Lessor. The price of the proposal as stated must be valid for the length of any resulting lease.

One complete hardcopy of the proposal must be submitted to:

**Christopher S. Marino**  
**Administrator of Business Operations**  
**Department of Resources and Economic Development**  
**172 Pembroke Road**  
**Concord, New Hampshire 03301**

- D. **Proposal Contents:** By submission of a proposal, the Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential lease award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- E. **Responses, Format and Content:** In order to be considered for selection, Responders must submit a complete response to this RFP. The following information should be attached and made a part of the RFP Attachment 2. Failure to do so may result in disqualification.
1. A detailed statement outlining the proposal for meeting the State's lease financing needs including a specific discussion of any restrictions on types of equipment Responder will finance under the program and a discussion of procedures for setting interest rates.
  2. The name, title, and contact information for Responder's Authorized Representative.
  3. A list of similar master lease or other lease financing programs successfully completed in the past two years.
  4. A form of Lease Agreement.
  5. Specifically identify any exceptions your firm might have to the Lease Agreement.

6. An indication that the complete proposal and prices quoted in response of the RFP are valid for a minimum of ninety (90) calendar days from the date of the response opening.
7. Proposals should be prepared simply and economically, providing a straightforward, concise description of Responder's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

**X. PROPOSAL SELECTION**

- A. **Nature of Procurement:** This procurement is undertaken by the State pursuant to the provisions of New Hampshire Statutes Sections 6:35 and 21-I:81. The procurement will be based on best value determination that includes an evaluation of the selection criteria listed in paragraph B of this section of the RFP.
- B. **Selection Criteria:** The Department will select the firm whose proposal demonstrates clear capability to best fulfill the purposes of the RFP, consistent with the conditions stated herein and in a cost effective manner. **As stated in the RFP, the State will reject as non-responsive, any proposal that contemplates the issuance, and/or subsequent re-offering of publicly offered certificates of participation.**

The selection criterion has been broken into four (4) parts and will be evaluated in accordance with the criteria listed below:

1. Total Cost of Equipment Leasing (50%);
2. Compliance with RFP Requirements (20%);
3. Ability to Perform Obligations (20%)\*; and
4. Form of Lease Agreement (10%).

*\* Preference will be given to Responders willing to allow for the option to extend.*

After reviewing the responses to the RFP, an award will be made by the Department. It is anticipated that the successful Responder will be notified by Friday, October 21, 2016, of the Department's decision.

The Department reserves the right to reject any or all proposals.

**ATTACHMENTS:**

Enabling Legislation.....	Attachment 1
Request for Proposals / Submittal Sheet.....	Attachment 2
Equipment Sales Agreement.....	Attachment 3

**Attachment 1**

**TITLE I  
THE STATE AND ITS GOVERNMENT  
CHAPTER 6  
STATE TREASURER AND STATE ACCOUNTS  
State Leases**

**Section 6:35**

**6:35 State Leases.** – The 10-year limitation does not apply to leases for state facility energy cost reduction projects pursuant to RSA 21-I:19-a through RSA 21-I:19-e, which shall be subject to the term limitation applicable to energy performance contracts, as defined therein. The treasurer may establish financing criteria to be met by any state agency or department before entering into leases for equipment. In no instance shall the term of such lease exceed 10 years. For purposes of this section "leases" shall include lease-purchase, sale and lease back, installment sale, or other similar agreements entered into by various agencies or departments to acquire such equipment from time to time for the agencies or departments; provided that funding for such equipment leases was specifically approved by the legislature in a budget. Payment obligations under any lease entered into under this section shall be subject to annual appropriation and shall not be treated as debt obligations of the state. Nothing in this chapter shall prohibit the treasurer from entering into financing agreements or executing any related documents, including any document creating or confirming any security interest retained by the seller or lessor of the equipment.

**Source.** 1996, 1:1. 2000, 276:8. 2008, 120:12, eff. Aug. 2, 2008.

**Attachment 1**

**TITLE I  
THE STATE AND ITS GOVERNMENT  
CHAPTER 21-I  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
Public Works Design and Construction**

**Section 21-I:81**

**21-I:81 Competitive Bidding.** – No project subject to the competitive bidding requirements of RSA 21-I:80 shall be awarded to any independent contractor except:

I. If the commissioner decides that the bid of the lowest bidder should be accepted, he or she shall prepare a contract of acceptance of the lowest bid within 60 days from the opening of bids. He or she shall execute the contract in the name of the state. After the contract is executed by the lowest bidder, the form of it approved by the attorney general, and the availability of funds approved by the commissioner of administrative services, he or she shall transmit the contract to the governor and council. Upon approval by the governor and council, it shall become a valid contract of the state.

II. The state reserves the right to reject any and all bids or to negotiate with the lowest qualified bidder who meets all project specifications.

III. If the commissioner decides that for just cause shown the lowest bid submitted should be rejected, he or she shall promptly transmit to the governor and council the recommendation for rejection including reasons. The governor and council shall review the recommendation and any other facts available to them, and make such determination as in their judgment shall be for the best interest of the state. They shall require a public hearing upon request of any bidder or on their own motion to fully establish such facts. Their determination shall be entered upon the records of the secretary of state.

IV. If not more than one bid is received on any state project advertised for contract construction, the commissioner may negotiate a contract for such construction upon terms which he or she may deem most advantageous to the state, subject to the approval of the governor and council. For projects built with federal aid, if any provision of this section is inconsistent with the requirements of applicable federal law and regulations, the latter shall control.

**Source.** 2005, 291:9, eff. July 25, 2005.

**Attachment 1**

**TITLE VI  
PUBLIC OFFICERS AND EMPLOYEES  
CHAPTER 91-A  
ACCESS TO GOVERNMENTAL RECORDS AND MEETINGS**

**Section 91-A:5**

**91-A:5 Exemptions.** – The following governmental records are exempted from the provisions of this chapter:

I. Records of grand and petit juries.

I-a. The master jury list as defined in RSA 500-A:1, IV.

II. Records of parole and pardon boards.

III. Personal school records of pupils.

IV. Records pertaining to internal personnel practices; confidential, commercial, or financial information; test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examinations; and personnel, medical, welfare, library user, videotape sale or rental, and other files whose disclosure would constitute invasion of privacy. Without otherwise compromising the confidentiality of the files, nothing in this paragraph shall prohibit a public body or agency from releasing information relative to health or safety from investigative files on a limited basis to persons whose health or safety may be affected.

V. Teacher certification records in the department of education, provided that the department shall make available teacher certification status information.

VI. Records pertaining to matters relating to the preparation for and the carrying out of all emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

VII. Unique pupil identification information collected in accordance with RSA 193-E:5.

VIII. Any notes or other materials made for personal use that do not have an official purpose, including but not limited to, notes and materials made prior to, during, or after a governmental proceeding.

IX. Preliminary drafts, notes, and memoranda and other documents not in their final form and not disclosed, circulated, or available to a quorum or a majority of the members of a public body.

[Paragraph X effective January 1, 2017.]

X. Video and audio recordings made by a law enforcement officer using a body-worn camera pursuant to RSA 105-D except where such recordings depict any of the following:

(a) Any restraint or use of force by a law enforcement officer; provided, however, that this exemption shall not include those portions of recordings which constitute an invasion of privacy of any person or which are otherwise exempt from disclosure.

(b) The discharge of a firearm, provided that this exemption shall not include those portions of recordings which constitute an invasion of privacy of any person or which are otherwise exempt from disclosure.

(c) An encounter that results in an arrest for a felony-level offense, provided, however, that this exemption shall not apply to recordings or portions thereof that constitute an invasion of privacy or which are otherwise exempt from disclosure.

**Source.** 1967, 251:1. 1986, 83:6. 1989, 184:2. 1990, 134:1. 1993, 79:1. 2002, 222:4. 2004, 147:5; 246:3, 4. 2008, 303:4, eff. July 1, 2008. 2013, 261:9, eff. July 1, 2013. 2016, 322:3, eff. Jan. 1, 2017.

**Attachment 2**

**REQUEST FOR PROPOSALS  
REGARDING A MASTER EQUIPMENT  
LEASE FINANCING PROGRAM**

1.

<b>Amount to be Financed</b>	<b>No. of Annual Payments</b>	<b>Annual Interest Rate</b>	<b>Annual Payment Amount</b>	<b>Total Cost</b>
\$353,500	4			
			<b>Subtotal:</b>	
			<b>Additional Fees or Costs:</b>	
			<b>Total Cost:</b>	

2. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposals:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

3. The legal name and address of Offeror is:

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Federal ID Number:

4. Communications concerning this Proposal shall be address to:

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address



*For perfect pistes...*



## Description & Pricing

### NEW BISON PARK TIER 4 SNOW GROOMER

#### ENGINE

Caterpillar C9.3  
Fuel tank capacity 27 l (59.4 gal)  
DEF tank capacity (AdBlue®) 27 l (7.1 gal)

#### CABIN

Sliding swivel seat, mechanical suspension, adjustable, 1 emergency seat, 7 in color display, steering levers, PRINOTH joystick, tinted sunroof, heated windows, heated mirrors, hydraulically tillable cabin, AM/FM radio, CD, MP3, WMA, input for USB, iPod/iPad direct control via USB, AUX in, ROPS certified according to EN 15059  
Available Options: Rear view camera, Air conditioning

#### LIGHTING

4 halogen working lights at the front, 2 high/low beam lights, direction and position lights, 2 turning lights, 4 halogen working lights at the back, 2 LED lights on the mirror rails, Full LED

#### ATTACHMENTS

12-way Park blade with quick change system Tiller POSIFLEX with quick change system Tiller side wings  
Hydraulic constant pressure POSIFLEX  
66" Master Climber Steel tracks

#### INCLUDED FUNCTIONS

Hydraulic track tensioning with over tightening protection  
Adjustable down pressure On board diagnostic Multiple operator profiles Rear alarm

**Price: \$352,000.00**

**Freight: \$1,500.00**

#### AVAILABLE OPTIONS

Front alarm  
RESOURCE MANAGEMENT SNOW DEPTH MEASUREMENT  
Rear view camera  
Left drive seat

PRINOTH, LLC  
264 NH Route 106  
Gilmanton, NH03237 USA  
Telephone: 603.267.7840  
Fax: 603.267.7843  
[www.prinoth.com](http://www.prinoth.com) [prinoth.us@prinoth.com](mailto:prinoth.us@prinoth.com)