

**LOWNDES COUNTY SCHOOL DISTRICT
VALDOSTA, GEORGIA**



**GUARANTEED ENERGY SAVINGS CONTRACT
LEASING SERVICES**

**Request For Proposals with Indicative Rates
March 16, 2018**

INTRODUCTION

The Lowndes County School District wishes to execute an Guaranteed Energy Services Performance Contract (ESPC) with an Energy Services Company (ESCO) as allowed under OCGA 20-2-506. As such, the District wishes to execute a lease agreement with a qualified lessor.

All proposals shall include a comprehensive description of the proposing lessor's company, their officers and their experience with Georgia tax exempt leases. All proposals shall provide at least three (3) Georgia clients for reference purposes.

All proposals shall be made to Ken Overman, Assistant to the Superintendent via email. Mr. Overman's email address is kenoverman@lowndes.k12.ga.us. Proposals are due to the District by 4:00 PM on March 23, 2017.

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

TERMS AND CONDITIONS

Through this RFP process the District seeks proposals from qualified vendors to lease certain capital equipment pursuant to the following terms and conditions:

LESSEE:	Lowndes County School District Valdosta, GA
EQUIPMENT:	Energy Performance Contract whose scope is likely to include HVAC, lighting, controls and other energy and facility improvements.
EQUIPMENT COST:	Ranging between \$9-10 MM
FINANCING STRUCTURE:	Tax-Exempt Lease Purchase Not More Than Fifteen (15) Years – Annual in Arrears Variable Payments Tied to the Cash Flow Estimates below
RATE:	All proposals must disclose the proposed interest rate. Rate must be fixed for the length of the term
TRANSACTION DATES:	The District expects to complete and execute an ESPC with a qualified vendor within the next month. Selection of the Lessor is expected within the next month. The proposal shall anticipate that the formal credit approval will be pursued upon the lessor's receipt of the District's written proposal acceptance notice, the completed lease application, the lessee's financial statements and a completed lease contract. Lessor's credit approval process shall take not more than fourteen (14) business days.

WITHDRAWAL DATE:	The first withdrawal of funds is expected in May, 2018.
EQUIPMENT ACCEPTANCE DATE:	Proposal should be based on both the assumption that any and all equipment and installation services will be delivered to and accepted by Lessee prior to April, 2019.
OPTION AT LEASE EXPIRATION:	At the lease expiration, the Lessee shall have the right to purchase the equipment for One dollar (\$1.00); assuming the lease is not in default and all terms and conditions of the lease have been met.
NET LEASE:	This lease will be a net lease transaction with maintenance, acceptable insurance coverage, taxes and any legal fees the responsibility of the Lessee.
LEASE AMORTIZATION SCHEDULE:	Proposed amortization schedules with separate principal and interest costs breakdown must be provided with the proposal.
WARRANTIES:	Proposals shall be only as to the provision of lease purchase financing for the purchase cost of the equipment. Lessor will have no responsibility to the Lessee or any other person for the selection, furnishing, delivery, servicing or maintaining of the equipment. All equipment manufacturer or vendor warranties will be passed to the Lessee under the agreement.
ANNUAL RENEWAL	The contract shall terminate absolutely and without further obligation on the part of the school system at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. 20-2-506.
NON-APPROPRIATION:	The lease payments shall be subject to annual appropriation for each fiscal year.
BANK /NON-BANK QUALIFICATION:	Lessee reasonably anticipates the total amount of tax-exempt obligations to be issued by Lessee during calendar year 2018 will not exceed ten million (\$10,000,000.00) dollars through this financing.
FINANCIAL STATEMENTS:	Lessee shall furnish Lessor with audited financial statements for the previous three (3) fiscal years and its current and previous year fiscal budget.
AUTHORIZED SIGNORS:	The District shall provide the lessor with evidence of its District action authorizing a lease agreement and shall designate the individual(s) to execute all necessary documents used therein.
LEGAL OPINION:	The Lessee's counsel shall furnish the lessor with an opinion of counsel letter covering this transaction and the documents used herein.

DOCUMENTATION: All documentation shall be provided by Lessor, its Agents or Assignee, and must be satisfactory to all parties concerned.

ESCROW FUNDING: An interest bearing escrow account shall be established to make disbursements. The proceeds of the lease will be deposited into said escrow account. Interest earnings will accrue to the benefit of the Lessee. Any costs associated with the escrow account must be disclosed in the proposal.

PREPAYMENT OPTION: The Lessee wishes to have the option to prepay on any payment date the remaining balance. Any costs for said pre-payment must be disclosed in the proposal.

BASIS OF PROPOSAL: All proposals should not be construed nor relied upon as a commitment. Such a commitment is subject to formal credit review, approval and execution of mutually acceptable documentation. The final contract, and not the proposal, will set forth the agreement between the parties.

Funds Available for Repayment

Term Year	Available Funds
Construction-12 months	\$ -
2020	\$ 763,416
2021	\$ 779,811
2022	\$ 796,935
2023	\$ 814,821
2024	\$ 833,503
2025	\$ 853,017
2026	\$ 873,398
2027	\$ 894,687
2028	\$ 916,923
2029	\$ 940,149
2030	\$ 964,408
2031	\$ 989,746
2032	\$ 1,016,213
2033	\$ 1,043,857
2034	\$ 1,072,731
Totals	\$13,553,615

