

**REQUEST FOR PROPOSAL
COUNTY OF SPARTANBURG, SOUTH CAROLINA
MASTER LEASE PURCHASE AGREEMENT
RFP NUMBER 44-12**

PURPOSE

Spartanburg County, South Carolina (the "County") is requesting proposals from qualified firms to serve as Lessor for a Master Lease Purchase Agreement (the "Agreement"), whereby multiple Schedules may be added on a periodic basis. Pursuant to the selection of a Lessor from RFP, the County will enter into the Agreement, in the approximate amount of \$1,613,450.

Firms interested in responding to this Request for Proposals (the "RFP") to serve as the Lessor for the Lease must adhere to the guidelines contained herein. The County reserves the right to reject any or all proposals and/or to waive any informalities.

INSTRUCTIONS FOR SUBMISSION

Bids must be submitted to *each* individual as follow:

Lisa Coleman
Procurement Director
Spartanburg County
366 N Church Street
Spartanburg, SC 29303
(864) 596-3394
(864) 596-2297 FAX
lcoleman@spartanburgcounty.org

ONE (1) UNBOUND + THREE (3) COPIES

Teressa L. Cawley
President
Southern Municipal Advisors, Inc.
119 Riverlook Lane
Piedmont, SC 29673
(864) 269-5196
(864) 269-5197 FAX
smafla@bellsouth.net

ONE (1) COPY

PACKAGES MUST BE MARKED "RFP 44-12"

Sealed proposals must be submitted on or before MONDAY, FEBRUARY 13, 2012, at 3:00 PM. FAXED PROPOSALS WILL BE ACCEPTED.

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE PROPOSER. IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF A PROPOSAL.

FAXED PROPOSALS WILL BE ACCEPTED.

GENERAL AND SELECTION CRITERIA

A summary of the proposed vehicles/equipment is described in *Appendix A*. The Agreement documents are attached as *Appendix B*. **No documentation substitutions will be considered.**

Introduction

This RFP provides basic information regarding the County's requirements. Services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County or Financial Advisor of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP or it shall be deemed waived.

The County reserves the right to reject any and all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal, which best serves the interest of the County.

This RFP is being issued by Spartanburg County Government, Department of Purchasing. All questions should be directed in writing via e-mail to Lisa Coleman, Procurement Director, at lcoleman@spartanburgcounty.org. Proposers are specifically directed not to contact any other County personnel for meetings, conferences or technical discussions related to the RFP. Failure to adhere to this policy may be grounds for rejection of proposals.

Proposers are cautioned that any statements made by County staff persons or its Financial Advisor, who may materially change any portion of the RFP, shall not be relied upon unless they are subsequently ratified by a formal written amendment to the RFP. Any revisions to this RFP will be issued and distributed as an addendum.

General Statement

Spartanburg County is a political subdivision of the State of South Carolina located in the Upstate of South Carolina, approximately 90 miles southwest of Charlotte, North Carolina, and approximately 160 miles northeast of Atlanta, Georgia. Spartanburg County government employs approximately 1,400 full and part-time staff.

Spartanburg County maintains a general obligation rating of "AA-minus" from Fitch Ratings, a "Aa3" from Moody's Investors Service and a "AA" from Standard and Poors.

INFORMATION TO BE SUBMITTED

1. Brief history of your firm’s lease-purchase experience.
2. Provide prevailing market interest rates, to be held firm through the closing of February 28, 2012, for the following maturity. The payment schedule will include level debt service payments, and the payments will be made annually, in arrears. The first principal and interest payment will be due on February 28, 2013, and the final principal and interest payment will be due on February 28, 2016.

TERM	DOLLAR AMOUNT	INTEREST RATE
4 YEARS	\$1,613,450	_____ %

3. Acknowledgement that *prepayment may occur on any payment date, at par.*
4. Provide any costs associated with the financing.

Spartanburg County intends to insure equipment purchased under project IT0011 (Desktop and Portable Computer Replacement), IT0005 (Network Infrastructure), IT0014 (Network Printer Replacement), IT0015 (Document Management & Workflow Collaboration) and IT0006 (County Servers & Software Upgrade), under its current Data Processing Policy administered through the Insurance Reserve Fund, a division of the South Carolina Budget and Control Board. If the current property coverage level is determined to be insufficient to cover the additional equipment, the County will adjust coverage accordingly. The County intends to insure vehicles purchased under project ER0001 (General Fund Vehicle and Capital Equipment Replacement) under Comprehensive and Collision insurance offered through the Insurance Reserve Fund.

The Lease WILL be designated as a “qualified tax-exempt obligation”, i.e., bank qualified, within the meaning of Section 265 (b)(3)(b) of the Internal Revenue Code of 1986, as amended.

The County will provide a legal, valid and binding opinion from the County Attorney and a tax opinion from Bond Counsel. Any additional opinions required by the Proposer will be provided at Proposer’s own expense.

**Request for Proposals
County of Spartanburg, South Carolina
Master Lease Purchase Agreement
RFP Number 44-12
Page Four**

TIMETABLE

**REQUEST FOR PROPOSALS ISSUED
PROPOSALS DUE
CLOSING**

**JANUARY 30, 2012
FEBRUARY 13, 2012
FEBRUARY 28, 2012**

All questions should be directed in writing via e-mail to Lisa Coleman, Spartanburg County Procurement Director, at lcoleman@spartanburgcounty.org .

**APPENDIX A
(EQUIPMENT & VEHICLES)**

APPENDIX A - EQUIPMENT AND VEHICLE LIST

IT0011 Desktop and Portable Computer Replacement				
Description	Quantity	Cost/Each	Total Cost	
HP 6200 Microtower Workstation	163	\$ 670	\$	109,210
HP 6200 Microtower - Small Factor	10	\$ 660	\$	6,600
HP Probook 6560b	38	\$ 997	\$	37,886
HP Basic Docking Station	38	\$ 120	\$	4,560
HP LA1905 LCD Monitor	148	\$ 169	\$	25,012
MS Office Standard	156	\$ 270	\$	42,120
MS Office Pro	35	\$ 365	\$	12,775
HP Z210 CAD Computer	18	\$ 1,044	\$	18,789
HP 500B Radio PC	13	\$ 389	\$	5,057
NEC AccuSync AS171-BK	30	\$ 130	\$	3,900
USB to Serial Adapter	13	\$ 15	\$	195
Tax	1	\$ 14,290	\$	15,966
Total			\$	282,070

IT0005 Network Infrastructure				
Description	Quantity	Cost/Each	Total Cost	
Cisco 3750 Switch	2	\$ 4,800	\$	9,600
Cisco 2960 Switch	15	\$ 2,795	\$	41,925
Tax	1	\$ 3,092	\$	3,092
Total			\$	54,617

IT0014 Network Printer Replacement				
Description	Quantity	Cost/Each	Total Cost	
HP P4014dn Printer	21	\$ 945	\$	19,845
HP 4014 Extra Tray	4	\$ 495	\$	1,980
HP CP4525xh Printer	2	\$ 2,993	\$	5,985
Tax	1	\$ 1,669	\$	1,669
Total			\$	29,479

IT0006 County Servers & Software Upgrade				
Description	Quantity	Cost/Each	Total Cost	
Veeam ENT	12	\$ 755	\$	9,065
HP Lefthand SAN Starter - P4300	2	\$ 28,723	\$	57,446
Dell Blade Server - Poweredge M610	1	\$ 51,556	\$	51,556
Tax			\$	7,084
Total			\$	125,151

IT0015 Document Management & Workflow Collaboration				
Description	Quantity	Cost/Each	Total Cost	
Fujitsu ScanSnap S1500	6	\$ 426	\$	2,558
Shipping	1	\$ 5	\$	5
Tax	1	\$ 154	\$	154
Total			\$	2,717

*ER0001 General Fund Vehicle & Capital Equipment Replacement				
Description	Quantity	Cost/Each	Total Cost	
Unmarked Chevrolet Impala	7	\$ 21,435	\$	150,045
Marked Chevrolet Impala	4	\$ 26,246	\$	104,984
Marked Ford Crown Vic	24	\$ 29,082	\$	697,968
Marked Chevrolet Tahoe	4	\$ 34,362	\$	137,448
Unmarked Dodge Charger	1	\$ 28,972	\$	28,972
Total			\$	1,119,417

Total to be Financed **\$ 1,613,450**

*Sales tax included in Total Cost

APPENDIX B

Master Lease Purchase Agreement

MASTER LEASE AGREEMENT

LESSOR: _____

LESSEE: SPARTANBURG COUNTY, SOUTH CAROLINA
366 NORTH CHURCH STREET
SPARTANBURG, SOUTH CAROLINA 29303

This Master Lease Agreement, made and entered into on February 28, 2012, (together with any amendments hereto made in accordance herewith, the "*Master Lease*"), entered into by and between _____, organized under the laws of the _____ (the "*Lessor*"), as the lessor hereunder, and SPARTANBURG COUNTY, SOUTH CAROLINA (the "*Lessee*"), as lessee hereunder.

WITNESSETH:

WHEREAS, the Lessee is a public body corporate and politic and a political subdivision organized and existing pursuant to the laws of the State of South Carolina, and is authorized thereunder to enter into this Master Lease; and

WHEREAS, the Lessor is a _____ corporation and has the requisite corporate power to enter into this Master Lease; and

WHEREAS, the County Council of Spartanburg County (the "*Council*"), the governing body of the Lessee, has determined, and hereby determines, that it is in the Lessee's best interest to purchase certain equipment as more particularly described on **Schedule A** attached hereto and incorporated herein by reference (collectively, the "*Equipment*") through this Master Lease with the Lessor; and

WHEREAS, the acquisition of the leased property serves a valid corporate and public purpose of the Lessee; and

WHEREAS, the execution, delivery and performance of the Master Lease by the Lessor has been authorized and approved by all necessary and appropriate action of the Lessor;

NOW, THEREFORE, for and in consideration of the financing of the Master Lease described herein provided by the Lessor, the payment of the Lease Payments (as hereinafter defined) by the Lessee, the mutual promises, conditions and covenants herein set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

MASTER LEASE; SCHEDULES

The Master Lease is a master lease agreement to which one or more schedules (hereinafter referred to as "*Schedule*" or "*Schedules*") may, from time to time, be annexed hereto. Each Schedule shall provide, without limitation, a description of the relevant Equipment (hereinafter defined) leased thereunder, the term of such Schedule, Lease Payment(s), Equipment location and commencement date.

The terms of each Schedule hereto shall be subject to any and all conditions and provisions set forth herein (as the same may be amended from time to time), which terms are and shall be incorporated by reference into each Schedule. It is the express intent of the parties that each Schedule shall be enforceable as an independent contract according to the terms and conditions contained therein and herein. In the event of a conflict between the language of the Master Lease and any Schedule, the language of such Schedule shall prevail with respect to the transaction governed by such Schedule.

TERMS AND CONDITIONS APPLICABLE TO EACH SCHEDULE

1. MASTER LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions set forth herein and in the Schedules, the personal property described in such Schedule, together with all replacement parts, repairs, additions, accessories and systems incorporated therein or affixed thereto.

2. NO WARRANTIES. Lessee acknowledges that it has selected both (a) the Equipment listed in the Schedule and (b) the supplier or vendor named in the Schedule from whom Lessor is to purchase said Equipment. In this respect, Lessee acknowledges that Lessor is not the manufacturer of said Equipment nor the agent of said manufacturer or vendor. LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, (i) THE FITNESS, DESIGN, OR CONDITION OF THE EQUIPMENT; (ii) THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; (iii) THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE MATERIALS IN THE EQUIPMENT, OR WORKMANSHIP IN THE EQUIPMENT; (iv) ANY LATENT DEFECTS IN THE EQUIPMENT; (v) ANY PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT; (vi) THE CONDITION OF TITLE TO THE EQUIPMENT, AND SPECIFICALLY AS TO WHETHER SUCH TITLE IS FREE AND CLEAR OF LIENS, SECURITY INTERESTS AND OTHER ENCUMBRANCES; AND (vii) THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO. Lessee further acknowledges that it is leasing the Equipment from Lessor in an "as is" condition and that no defect or unfitness of the Equipment shall relieve Lessee of Lessee's obligation to pay rent or any other obligation Lessee may have under the terms of the Master Lease. It is agreed that Lessor shall have no obligation to install, erect, test, adjust, repair, or service the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or the supplier or is unsatisfactory for any reason, Lessee shall make claim on account thereof solely against the supplier or manufacturer and shall, nevertheless, pay Lessor all Lease Payments (as defined herein) payable hereunder. As between Lessee and Lessor and only in those instances where the manufacturer of the Equipment has provided any warranty or guarantee of any nature whatsoever applicable to the Equipment, Lessor hereby assigns to Lessee whatever assignable interest, if any, Lessor may have in such warranty or guarantee. The aforesaid assignment shall not in any way be deemed to limit, negate, or otherwise affect the disclaimer of warranties contained in this **Section 2**, and Lessor shall not incur any duties arising out of any manufacturer's warranties or guarantees. Further, Lessor shall not incur any liability whatsoever arising out of any breach of any manufacturer's warranties or guarantees applicable to the Equipment.

3. ORDERING EQUIPMENT. Lessee agrees to order the Equipment from the Supplier shown in each Schedule. Lessee agrees to arrange for delivery of the Equipment so it can be accepted in accordance with **Section 4** hereof. Lessee hereby authorizes Lessor to insert in the applicable Schedule the serial numbers and other identification data of the Equipment when determined by Lessee.

4. DELIVERY AND ACCEPTANCE. Lessee shall inspect the Equipment promptly after delivery to Lessee. Within ten (10) days following the delivery of the Equipment to Lessee, Lessee shall furnish to Lessor a written statement (a) stating that (i) Lessee has fully inspected the Equipment; (ii) the Equipment is in good condition and repair; (iii) Lessee has accepted the Equipment; and (iv) Lessee irrevocably approves the payment of the invoice of the Supplier pertaining to the Equipment; or (b) specifying any objection to the Equipment. Any statement given by Lessee to Lessor to the effect that the matters set forth in subsection (a) of this **Section 4** are true and correct shall, as between Lessor and Lessee, be binding upon and irrevocable by Lessee and may be conclusively relied upon by Lessor. Unless such statement specified in subsection (b) of this **Section 4** is received by Lessor within such ten (10) day period, Lessor may conclusively presume as between Lessor and Lessee that the matters set forth in subsection (a) of this **Section 4** are true and correct and that Lessee irrevocably approves the payment of the invoice pertaining to the Equipment. Nothing contained in the Master Lease shall impose upon Lessor any duty of delivery of the Equipment or installation thereof or maintenance with respect thereto. If any Equipment is not accepted by the Lessee, such Equipment shall be returned to the vendor or its designee without any expenses or penalty to the Lessee.

5. LEASE TERM AND LEASE PAYMENT. This Master Lease shall be effective as of the date of execution by the Lessor.

The term of this Master Lease shall commence as of the date of execution hereof, and shall continue until the end of the Lessee's then fiscal period such being June 30, 2012 (the "**Original Term**") with payments to be made by Lessee as set forth on **Schedule B** attached hereto and made a part hereof, as it may be amended hereunder (the "**Lease Payments**") upon the lease of additional Equipment. The Lessee shall have the option to continue this Master Lease, subject to annual appropriation by the Council, for such additional fiscal periods plus the concluding fractional fiscal period (the "**Renewal Terms**") needed to complete the anticipated total term of the Master Lease as set forth in **Schedule B**, as it may be amended hereunder.

A portion of each Lease Payment is paid as, and represents payment of interest, and a portion of each Lease Payment is paid as, and represents payment of principal. Set forth in **Schedule B** are the interest component and the principal component of each Lease Payment during the term of the Master Lease. The interest component of each Lease Payment shall be calculated on the basis of a 360-day year and the actual number of days elapsed. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing). A supplemental **Schedule B** shall be prepared upon the lease of additional Equipment.

Notwithstanding any dispute between Lessee and (i) the vendor or manufacturer of the Equipment or (ii) Lessor, Lessee shall make all payments when due, subject to annual appropriation by the Council, and shall not withhold any payments or portions thereof, pending final resolution of such dispute. Lessee hereby covenants it will not assert any right of setoff or counterclaim against its obligation to make the payments provided for in **Schedule B** and that it will take such action as is necessary under the laws applicable to Lessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligation to meet all payments due during the term of the Master Lease pursuant to the provisions of this Master Lease.

6. NONAPPROPRIATION OF FUNDS. In the event no funds or insufficient funds are appropriated and budgeted or are not otherwise available by any means whatsoever in any fiscal year for Lease Payments due under this Master Lease and **Schedule B**, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and the Master Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have

been appropriated and budgeted or are otherwise available. In the event of such termination due to the nonappropriation of funds by the Council, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by the Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

7. AUTHORITY AND AUTHORIZATION. Lessee represents, covenants and warrants, and as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a political subdivision of the State of South Carolina; (ii) the execution, delivery and performance by Lessee of the Master Lease and each Schedule have been duly authorized by all necessary action on the part of the Lessee; and (iii) the Master Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Master Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented the Master Lease and the Schedule for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year.

8. TITLE. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; subject to reversion to Lessor (i) in the event of termination of the Master Lease by Lessee pursuant to **Section 6** hereof or (ii) upon the occurrence of an Event of Default hereunder related to such Equipment, and as long as such Event of Default is continuing. Upon the occurrence of (ii) above, the title to only such Schedule which includes Equipment to which the Event of Default relates shall be deemed to revert to Lessor.

9. SECURITY INTEREST. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a security interest in any and all right, title and interest of Lessee in the Equipment and all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that the Master Lease and the Schedules, if requested by the Lessor, may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver any financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest, provided, however, any Equipment shall secure only the Lease Payments related to the lease of such Equipment. The Lessor acknowledges that under the present laws of the State of South Carolina, governmental transfers of a security interest are exempt from the South Carolina Uniform Commercial Code and that the security interest may not be perfected as such term is used in the South Carolina Uniform Commercial Code.

10. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon.

11. LOCATION; INSPECTION. The Equipment shall be delivered to the location specified on **Schedule A** or, if none is specified, at Lessee's address set forth above. Lessor shall have the right to inspect the Equipment at any reasonable time.

12. CARE AND USE OF EQUIPMENT. Lessee, at its own cost and expense, shall maintain the Equipment in good operating condition, repair, and appearance, and shall protect such Equipment from deterioration other than normal wear and tear; shall use the Equipment in the regular course of its business only, within its normal capacity, without abuse, and in a manner contemplated by the manufacturer thereof; and shall not make modifications, alterations, or additions to the Equipment

(other than normal operating accessories or controls), without the written consent of Lessor, which shall not be unreasonably withheld. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories, and controls shall accrue to the Equipment and become the property of the Lessee, subject to **Sections 18 and 19** hereof. Lessor shall have the right, during normal hours, to enter upon the premises where the Equipment is located in order to inspect, observe, or otherwise protect Lessor's interest, and Lessee shall cooperate in affording Lessor the opportunity to do the same. For the purpose of assuring Lessor that the Equipment will be properly serviced, Lessee agrees to cause the Equipment to be maintained pursuant to the manufacturer's standard preventive maintenance contract and/or recommendations and will provide proof of proper maintenance to the Lessor at the Lessor's written request. Lessee agrees that Lessor shall not be responsible for any loss or damage whatsoever to the Equipment, nor shall Lessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service, or use of the Equipment or any part thereof. Lessor shall not be liable to Lessee or anyone else for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the inadequacy of the Equipment, or any item supplied by the vendor or another party, any interruption of use or loss of service or use of performance of any Equipment; and loss of business or other consequence or damage, whether or not resulting from any of the foregoing.

Any obligation of Lessee under this **Section 12** to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made.

13. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all liens and encumbrances except those created under the Master Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay any charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay such charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under the Master Lease, Lessee shall promptly reimburse Lessor therefor.

14. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligations to make Lease Payments or to perform any other obligation under the Master Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date of the Schedule, pay Lessor all amounts then owed by Lessee to Lessor under the Schedule of the Master Lease for the current Renewal Term. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the such payment to be made by Lessee with respect to the Equipment which has suffered the event of loss.

15. INSURANCE. Lessee, will, at its expense, maintain at all times during the term of this Master Lease, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, the Lessee may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable purchase option price with respect to such Equipment computed pursuant to **Section 16** hereof. The proceeds of any such policies will be payable to Lessee as its interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance if required. In the event that Lessee has self-

insured, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident in excess of \$100,000 involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

16. PURCHASE OPTION. At its option at any time, the Lessee may prepay the outstanding principal component of the amount advanced under a Schedule (in whole but not in part), and thereby obtain ownership of all the Equipment under that Schedule free of this Master Lease and the Lessor's security interest in the Equipment, by paying (a) all Lease Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 100% of the outstanding principal component of the amount advanced under such Schedule to be prepaid. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

17. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of the Master Lease or the Equipment or any interest in the Master Lease or the Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights and interest in and to the Master Lease, the Equipment and any other documents executed with respect to the Master Lease and/or grant or assign a security interest in the Master Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under the Master Lease. Subject to the foregoing, the Master Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

18. EVENTS OF DEFAULT. The term "*Event of Default*" as used herein, means the occurrence of any one or more of the following events:

(a) Lessee fails to make any Lease Payment (or any other payment), except as specifically provided in **Section 6** herein, as it becomes due in accordance with the terms of the Master Lease, and any such failure continues for ten (10) days after the due date thereof;

(b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; or

(c) The discovery by Lessor that any statement, representation, or warranty made by Lessee in this Master Lease, the Schedule or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect.

19. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies as to the Schedule or Lease Payment subject of the Event of Default provided that an Event of Default pertaining to a Schedule shall not constitute an Event of Default related to any other Schedule:

(a) By written notice to Lessee, declare an amount equal to such amount then due under such Schedule to the Master Lease to be immediately due and payable, whereupon the

same shall become immediately due and payable; provided, however, that the actual amount due as of the date of such acceleration shall be limited to the unpaid principal component and interest component of Lease Payments accrued to the date of expiration of the fiscal year in which such acceleration occurs;

(b) By written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment subject of the Schedule to which the Event of Default relates to Lessor in the manner set forth in **Section 6** hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same;

(c) Sell or lease the Equipment or any part thereof which is the subject of the Schedule to which the Event of Default relates, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee;

(d) Proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Master Lease or to recover damages for the breach thereof; or

(e) Exercise any and all rights accruing to a secured creditor under the South Carolina Uniform Commercial Code to a Lessor under any applicable law.

In addition, Lessee will remain liable for all covenants under the Master Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Any obligation of Lessee under this **Section 19** to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made.

20. NOTICES. All notices to be given under this Master Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

21. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Lease.

22. GOVERNING LAW. This Master Lease shall be construed in accordance with, and governed by the laws of the State of South Carolina.

23. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction(s) contemplated by this Master Lease. At the request of Lessor, Lessee will furnish Lessor a copy of Lessee's most recent audited financial statements within 180 days after the end of Lessee's fiscal year.

24. ENTIRE AGREEMENT; WAIVER. The Master Lease and the Schedule, together with the Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Master Lease of the Equipment, and the Master Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Master Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Master Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Lease to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

LESSEE:

SPARTANBURG COUNTY, SOUTH CAROLINA

By: _____
Title: _____

County Administrator

SCHEDULE A

**MASTER LEASE SCHEDULE NO. 1 DATED 02/28/12
(PURSUANT TO MASTER LEASE AGREEMENT DATED 02/28/12)**

DESCRIPTION OF EQUIPMENT

IT0011 Desktop and Portable Computer Replacement			
Description	Quantity	Cost/Each	Total Cost
HP 6200 Microtower Workstation	163	\$670	\$109,210
HP 6200 Microtower - Small Factor	10	\$660	\$6,600
HP Probook 6560b	38	\$997	\$37,886
HP Basic Docking Station	38	\$120	\$4,560
HP LA1905 LCD Monitor	148	\$169	\$25,012
MS Office Standard	156	\$270	\$42,120
MS Office Pro	35	\$365	\$12,775
HP Z210 CAD Computer	18	\$1,044	\$18,789
HP 500B Radio PC	13	\$389	\$5,057
NEC AccuSync AS171-BK	30	\$130	\$3,900
USB to Serial Adapter	13	\$15	\$195
Tax	1	\$14,290	\$15,966
Total			\$282,070

IT0005 Network Infrastructure			
Description	Quantity	Cost/Each	Total Cost
Cisco 3750 Switch	2	\$4,800	\$9,600
Cisco 2960 Switch	15	\$2,795	\$41,925
Tax	1	\$3,092	\$3,092
Total			\$54,617

IT0014 Network Printer Replacement			
Description	Quantity	Cost/Each	Total Cost
HP P4014dn Printer	21	\$945	\$19,845
HP 4014 Extra Tray	4	\$495	\$1,980
HP CP4525xh Printer	2	\$2,993	\$5,985
Tax	1	\$1,669	\$1,669
Total			\$29,479

IT0006 County Servers & Software Upgrade			
Description	Quantity	Cost/Each	Total Cost
Veem ENT	12	\$755	\$9,065

HP Lefthand SAN Starter - P4300	2	\$28,723	\$57,446
Dell Blade Server - Poweredge M610	1	\$51,556	\$51,556
Tax			\$7,084
Total			\$125,151

IT0015 Document Management & Workflow Collaboration			
Description	Quantity	Cost/Each	Total Cost
Fujitsu ScanSnap S1500	6	\$426	\$2,558
Shipping	1	\$5	\$5
Tax	1	\$154	\$154
Total			\$2,717

*ER0001 General Fund Vehicle & Capital Equipment Replacement			
Description	Quantity	Cost/Each	Total Cost
Unmarked Chevrolet Impala	7	\$21,435	\$150,045
Marked Chevrolet Impala	4	\$26,246	\$104,984
Marked Ford Crown Vic	24	\$29,082	\$697,968
Marked Chevrolet Tahoe	4	\$34,362	\$137,448
Unmarked Dodge Charger	1	\$28,972	\$28,972
Total			\$1,119,417

Total to be Financed

\$1,613,450

*Sales tax included in Total Cost

SUPPLIER OR VENDOR

EQUIPMENT LOCATION
Spartanburg County, South Carolina

SCHEDULE B

**MASTER LEASE SCHEDULE NO. 1 DATED 02/28/12
(PURSUANT TO MASTER LEASE AGREEMENT DATED 02/28/12)**

LEASE PAYMENT SCHEDULE

LESSEE'S FISCAL YEAR: July 1 to June 30

EXPIRATION OF FINAL
RENEWAL TERM: _____

<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PURCHASE OPTION</u>
02/28/2012				

Grand Totals

SCHEDULE C

**MASTER LEASE SCHEDULE NO. 1 DATED 02/28/12
(PURSUANT TO MASTER LEASE AGREEMENT DATED 02/28/12)**

ACCEPTANCE CERTIFICATE

TO: _____, LESSOR

In accordance with the terms of the Master Lease Agreement dated February 28, 2012 (the "*Master Lease*"), by and between _____ (the "*Lessor*"), and Spartanburg County, South Carolina, (the "*Lessee*"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Master Lease, referred to in Schedule No. 1 has been delivered and installed at the Equipment Location specified in **Schedule A** to the Master Lease and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and finds the Equipment in good condition and repair and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee hereby irrevocably approves the payment of the invoice of the Supplier specified in **Schedule A** to the Master Lease pertaining to the Equipment.
4. No Event of Default, as such term is defined in the Master Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

LESSEE:

SPARTANBURG COUNTY, SOUTH CAROLINA

COUNTY ADMINISTRATOR

DATED: _____

SCHEDULE D

**MASTER LEASE SCHEDULE NO. 1 DATED 02/28/12
(PURSUANT TO MASTER LEASE AGREEMENT DATED 02/28/12)**

ESSENTIAL USE LETTER

DATE: FEBRUARY 28, 2012

TO: _____, LESSOR

RE: MASTER LEASE AGREEMENT DATED FEBRUARY 28, 2012

This letter is being written with respect to the use of the Equipment (herein so called) to be leased to the undersigned under the above-referenced Master Lease Agreement. The Equipment will be used by a department or division of Spartanburg County, South Carolina, for the following purposes:

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient, and economic operation.

LESSEE

SPARTANBURG COUNTY, SOUTH CAROLINA

COUNTY ADMINISTRATOR

SCHEDULE E

**MASTER LEASE SCHEDULE NO. 1 DATED 02/28/12
PURSUANT TO MASTER LEASE AGREEMENT DATED 02/28/12**

OPINION OF COUNTY ATTORNEY

DATE: FEBRUARY 28, 2012

TO: _____, LESSOR

RE: MASTER LEASE AGREEMENT DATED FEBRUARY 28, 2012, BY AND BETWEEN
_____ (THE "**LESSOR**") AND SPARTANBURG COUNTY,
SOUTH CAROLINA (THE "**LESSEE**")

Ladies and Gentlemen:

I am the County Attorney for Spartanburg County, South Carolina (the "**Lessee**"), and pursuant to the above-referenced transaction, I am familiar with the Master Lease Agreement (the "**Master Lease**") dated February 28, 2012, by and between _____ (the "**Lessor**") and the Lessee.

Based on the examination of this and such other documents, records and papers as I have deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a public body corporate and politic and a political subdivision organized and existing pursuant to the laws of the State of South Carolina and is authorized by the Constitution and laws of the State of South Carolina to enter into the transactions contemplated by the Master Lease and to carry out its obligations thereunder.
2. The Master Lease set forth above and each Acceptance Certificate applicable to Schedule 1 thereto have been duly authorized, executed and delivered by the Lessee and assuming the valid execution and delivery of the Master Lease by the Lessor, the Master Lease constitutes a valid, legal and binding agreement enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Master Lease and the transactions contemplated thereby.
4. The entering into and performance of the Master Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Lessee is a party or by which it or its assets may be bound other than as contemplated in the Master Lease.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority, which, if adversely determined, will have a material

adverse effect on the ability of the Lessee to perform its obligations under the Master Lease.

6. The Equipment is personal property and, when subject to use by the Lessee, will not be or become fixtures under the laws of the State of South Carolina.

Very truly yours,

Lisa Claxton
County Attorney

SCHEDULE F

**MASTER LEASE SCHEDULE NO. 1 DATED 02/28/12
(PURSUANT TO MASTER LEASE AGREEMENT DATED 02/28/12)**

CERTIFICATE OF APPROPRIATION

I, Katherine L. Hubbard, County Administrator of Spartanburg County, South Carolina (the "*County*"), hereby certify that there are no lease payments due by the County under that certain Master Lease Agreement dated February 28, 2012 between the County, as lessee, and _____, as lessor, for the fiscal year ending June 30, 2012.

IN WITNESS WHEREOF, I have set my hand this 28th day of February, 2012.

LESSEE

SPARTANBURG COUNTY, SOUTH CAROLINA

COUNTY ADMINISTRATOR

SCHEDULE G

**MASTER LEASE SCHEDULE NO. 1 DATED 02/28/12
(PURSUANT TO MASTER LEASE AGREEMENT DATED 02/28/12)**

DESIGNATION OF AUTHORIZED REPRESENTATIVES

I, Deborah C. Ziegler, do hereby certify that I am the duly appointed Clerk to the County Council of Spartanburg County, South Carolina, a political subdivision duly organized and existing under the laws of the State of South Carolina, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly appointed County Administrator of Spartanburg County and Finance Director of Spartanburg County, holding the offices set forth opposite their respective names. I further certify that the signatures set opposite their respective names and titles are their true and authentic signatures.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Katherine L. Hubbard	County Administrator	_____
Sabrina Dickens Mason	Finance Director	_____

IN WITNESS HEREOF, I have duly executed this certificate this 28th day of February, 2012.

Deborah C. Ziegler, Clerk to County Council