REQUEST FOR QUOTATION					RE	QUISITION
No.	9623		TROY SCHOOL DISTRICT			
DUE DATE	NO LATER T	HAN	1140 RANKIN, TROY, MICHIGAN 48083			
7-23-09		3 p.m.	248-823-4052			
			FAX: 248-823-4077		DATE	7-9-09
			REQUEST FOR QUOTE – NOT AN ORDER			·
		THIS FORI	M MUST BE UTILIZED WHEN RESPONDING TO THIS REQUEST BID ENVELOPE ENCLOSED			
THE R	RFQ NUMBE	R MUST APPEAR	R ON ALL QUOTATIONS AND RELATED CORRESPONDENC	E, THIS IS N	I <mark>OT AN</mark>	ORDER
Quantity	DESCRIPTION					AMOUNT
			id to furnish the Troy School District with FINANCING ENT PURCHASE OF COMPUTER SOFTWARE.			
		Copies of the bid are available at:				
	ww	w.troy.k12.mi.us				
		Bid recaps will be available at:				
	ww	www.troy.k12.mi.us/purchasing/items_out_for_bid.htm (right column)				
		FACSIMILE BID IS NOT ACCEPTABLE				
	bidders. The la	Bids will not be accepted if submitted after the deadline specified (local time) in the advertisement to bid or in the information to bidders. The late submission of a bid makes the bid nonrepsonsive and is a material defect which shall not be waived by the Board of Education. Delays in the mail will not be considered. All Late bids in the mail will be returned to the bidder unopened.				
		Proposal for the submission of alternatives by vendors will be accepted and reviewed. However, if any substitution or departure is not clearly noted and described, it will be understood that the bid intends to exactly meet the specifications.				
	The Board of Education shall be the sole judge as to whether the proposed goods are "equal" or "approved". Quotations must be mailed or delivered to the Purchasing Office, 1140 Rankin, Troy, MI 48083 no later than 3 p.m. on the date shown above. Michigan State Sales and Use Taxes and Federal Excise Taxes do not apply unless otherwise indicated. Exemption certificates will be furnished when necessary. This request imposes no obligations on the buyer. The Board of Education reserves the right to accept or reject any or all bids or to split awards by items or to accept bids, which will best serve the Board of Education.					
		THIS AR	REA MUST BE FILLED IN			
DELIVERY TIME PRICES FIRM FOR		PRICES FIRM FOR	NAME OF COMPANY	TELEPHONE NO.		
TERMS		<u> </u>	NO. & STREET	FAX#		
FOB DELIVERED	ALL DELIVERY CHARGES MUST		CITY, STATE & ZIP CODE	E-MAIL		
DELIVERED   BE INCLUDED IN PRICES SHOWN CONTACT PERSON (PLEASE PRINT)			SIGNATURE	DATE		

**Note:** All bidders are specifically reminded that a completed Affidavit of Bidder (Familial Disclosure) MUST be completed and submitted with the bid response. Failure to include a completed copy will be grounds for disqualification of bid. The Affidavit of Bidder is required to be notarized for construction bids only. All others only require completion and signature.

### **AFFIDAVIT OF BIDDER**

The undersigned, the owner or authorized of (the "Bidder), pursuant to the familial disclosure recognized (the "School District") advertises represent and warrant except as provided below between the over(s) or any employee of and any men	nuirement provided in thenuirement for construction bids, hereby, that no familial relationships exist
School District or the Superintendent of the School	District.
<u>List any Familial Relationships</u> :	
	BIDDER:
	By:
STATE OF MICHIGAN ) )ss.	Its:
COUNTY OF)  This instrument was acknowledged before me on the by	
	,Notary Public
	County, Michigan
	My Commission Expires:  Acting in the County of:

### **SOLICITATION FOR BIDS**

### \$154,498

# TROY SCHOOL DISTRICT COUNTY OF OAKLAND STATE OF MICHIGAN INSTALLMENT PURCHASE AGREEMENT (GENERAL OBLIGATION - LIMITED TAX)

UNCONDITIONAL AND FIRM BIDS for the above Installment Purchase Agreement will be received by Troy School District, Oakland County, Michigan (the "District"), at the Purchasing Office, 1140 Rankin, Troy, Michigan 48083, on Thursday, the 23nd day of July, 2009, until 3:00 o'clock in the p.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. Award of the bids will be considered by the Administration on that date.

INSTALLMENT PURCHASE AGREEMENT DETAILS; INTEREST RATE; PAYING AGENT: The Installment Purchase Agreement will be in the form of an agreement prepared by Thrun Law Firm, P.C., and approved by the District's Board of Education among Sungard Public Sector, Bethlehem, Pennsylvania (the "Vendor"), the District, and the purchaser, dated September 1, 2009 or the date of delivery. Annual installments of principal and interest for a period of five (5) years will be due beginning September 1, 2010, with annual interest thereon, based upon a 360-day year, 30-day month. The Installment Purchase Agreement shall bear interest at a rate not exceeding six percent (6%) per annum. If the purchaser requires the use of a paying agent for this issue, the paying agent fees, if any, are to be paid by the purchaser of the Installment Purchase Agreement.

Payment Date	Principal Installment
September 1, 2010	\$30,900
September 1, 2011	\$30,900
September 1, 2012	\$30,900
September 1, 2013	\$30,900
September 1, 2014	\$30,898

REDEMPTION: The Installment Purchase Agreement may be prepaid in whole or in part at any time without penalty, with funds withdrawn from the District's cash reserves. A prepayment penalty will be required if the outstanding balance is prepaid with funds borrowed from another financial institution or a publicly or privately placed debt obligation.

PURPOSE AND SECURITY: The Installment Purchase Agreement is issued for the purpose of purchasing Sungard Public Sector computer software, equipment and services (the "Property"). The Installment Purchase Agreement is issued under the provisions of Act 99, Public Acts of Michigan, 1933, as amended. The District has pledged the limited tax full faith and credit of the District for the payment of principal and interest on the Installment Purchase Agreement. The District has further pledged to levy sufficient ad valorem taxes within its authorized millage annually, as a first budget obligation, on all taxable property in the District, said levy must be subject to constitutional and statutory tax rate limitations. The District will not grant the purchaser a security interest in the Property. The District has reserved the right to issue additional Installment Purchase Agreements of equal standing.

AWARD OF INSTALLMENT PURCHASE AGREEMENT: The Installment Purchase Agreement will be awarded to the bidder whose unconditional and firm bid produces the lowest dollar cost to the District. Any and all fees or charges of the bidder must be incorporated into the rate. When the delivery date is established, the purchaser will provide a payment schedule consistent with the above-referenced details.

TAX MATTERS: The District has covenanted to comply with those requirements of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to continue the exclusion of interest on the Installment Purchase Agreement from gross income for federal income tax purposes. The District has designated the Installment Purchase Agreement as a "QUALIFIED TAX-EXEMPT OBLIGATION" within the meaning of the Code.

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, the original of which will be furnished without expense to the purchaser of the Installment Purchase Agreement at the delivery thereof.

CERTIFICATE REGARDING "ISSUE PRICE": The successful bidder will be required to furnish, prior to delivery of the Installment Purchase Agreement, a certificate in a form acceptable to District's counsel as to the "issue price" of the Installment Purchase Agreement within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Installment Purchase Agreement for Troy School District, Bid # 9623".

## TROY SCHOOL DISTRICT BID# 9623 INSTALLMENT PURCHASE FINANCING

We propose to provide at the rate of this agreement would	% per year, p			
Payment Date	Principal Installment	Interest Due	Total Payment Due	
September 1, 2010 September 1, 2011 September 1, 2012 September 1, 2013 September 1, 2014  Company Address			\$ \$ \$ \$	
PhoneEmail				

Authorized Officer \_\_\_\_\_

### Troy School District Installment Purchase Financing Bid 9623

	Charter One	National City	Fifth Third
Financing Rate Payable	2.85% Annually	3.99% Annually	4.49% Yearly
September 1, 2010 Interest Due Total Payment Due	\$ 4,403.19 35,303.19	\$ 6,164.47 37,064.47	\$ 7,081.51 37,981.51
September 1, 2011 Interest Due Total Payment Due	3,922.54 34,422.54	4,931.56 35,831.56	5,665.19 36,565.19
September 1, 2012 Interest Due Total Payment Due	2,641.89 33,541.89	3,698.65 34,598.65	4,248.87 35,148.87
September 1, 2013 Interest Due Total Payment Due	1,761.24 32,661.24	2,465.74 33,365.74	2,832.55 33,732.55
September 1, 2014 Interest Due Total Payment Due	880.59 31,778.59	1,232.83 32,130.83	1,418.23 32,316.23

JP Morgan Chase - No Response
The Private Bank: No Bid