

CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
LIQUIDITY FACILITIES
SOLICITATION NO.: S66-T25798

Date Issued: April 22, 2016

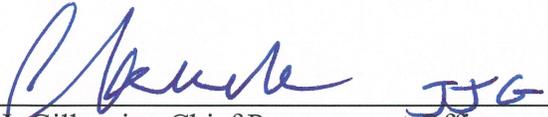
Solicitation Due Date: May 6, 2016 @ 2:00 P.M., CST

Solicitation Contact Person: Shannon Pleasant
shannon.pleasant@houstontx.gov
(832) 393-8715

Project Summary: The City of Houston, Texas (the "City") is seeking proposals from qualified financial institutions to provide two liquidity facilities for \$100 million each.

NIGP Code: 94-656

MWBE Goal: 0%


John J. Gillespie, Chief Procurement Officer

April 22, 2016

Date

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PART I – GENERAL INFORMATION

A. General Information

The City of Houston, Texas (the "City"), is seeking proposals from qualified financial institutions to provide liquidity facilities to cover its Combined Utility System's (the "System") existing \$100 million tax-exempt commercial paper programs Series B-4 and Series B-6 (the "TECP"), which the System uses to assist in financing the capital improvement program. The anticipated amount of the facility should also cover any required amount of interest coverage (calculated at the maximum rate of interest for the TECP, which is 10 percent, for an expected 270 days).

B. City of Houston Background

The City of Houston is the fourth largest City in the United States comprising 23 departments with multiple locations throughout the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of \$50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued in the City in the last five years has ranged from 19,000 to 23,000.

As a point of reference, prospective proposers may refer to the City's Procurement Manual and corresponding Purchasing Manual (currently under revision) for current processes. The manuals can be accessed at <http://purchasing.houstontx.gov/docs/SPD%20Procurement%20Manual.pdf> and http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf. The City is looking for additional opportunities to streamline its processes through the implementation of technology.

C. Solicitation Schedule

Listed below are the important dates for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	April 22, 2016
Proposals Due from Proposers	May 6, 2016
Notification of Intent to Award	May 11, 2016 (Tentative)
Council Agenda Date	June 13, 2016 (Tentative)
Contract Start Date	July 14, 2016 (Tentative)

PART II – SCOPE OF WORK

A. Purpose

The City of Houston ("City") is soliciting proposals from firms ("Proposer(s)") with an established history of expertise to provide a credit facility for the TECPs on the terms outlined below for the Combined Utility System. Proposer may include various term lengths for the facility at their firm's discretion, along with fee structures as they relate to each proposed term. The City would prefer that proposals include an "evergreen" provision with periodic credit review, so that the City will always have at least four months remaining on the term of the facility. If the Proposer(s) would only be willing to make a commitment for a lesser amount than the full size of the program, the City will entertain two (2) or more separate credit facilities.

B. Specification of Services

Issuer:	City of Houston, Texas (see Security, below)
Facility:	Standby line of credit, letter of credit, or other similar facility.
Facility Amount:	A commitment covering the principal amount of \$100 million related to B-4 and/or \$100 million related to B-6 plus required interest coverage at the maximum rate of the facility (10%) for the number of days required by the rating agencies (expected to be 270 days). The City will consider proposals for less than \$100 million, but will also consider the cost of splitting the existing programs to accommodate a smaller facility.
Use of Program:	The TECP notes will be issued from time to time to provide interim financing for the Combined Utility System's capital improvements program.
Security:	The TECP notes are drawn against, are secured by, and are payable as to principal and interest solely from (i) the proceeds from (a) the sale of first lien and second lien System revenue bonds ("Bonds") issued to pay outstanding Notes or the Loan Notes and (b) the sale of Notes issued pursuant to the Ordinance to refund outstanding Notes or the Loan Notes, (ii) borrowings under the Credit Agreements, (iii) the amounts held in the Note Payment Fund until the amounts deposited therein are used for authorized purposes; provided, however, amounts in the Note Payment Fund attributable to and derived from borrowings under and pursuant to the Credit Agreements shall be used only to pay the principal of and interest on the Notes in full, (iv) the Net Revenues (as defined in the Master Ordinance), such lien and pledge of the Net Revenues, however, being subordinate to the prior and superior lien on and pledge securing the payment of the Bonds and being on a parity and of equal dignity with the lien and pledge securing the payment of borrowings made under and pursuant to the Credit Agreements, the Loan Notes and certain other obligations secured by liens on Net Revenues junior and subordinate to the liens securing the First Lien Bonds and Second Lien Bonds ("Third Lien Obligations") hereafter issued by the City, and (v) the amounts remaining on deposit in the Note Construction Fund (established pursuant to the Ordinance) after the payment of all Project Costs. Pursuant to the Ordinance, the principal of and interest on the Notes, the Loan Notes and any amounts due under the Credit Agreements shall be equally and ratably secured by and payable from a lien on and pledge of the sources hereinabove identified in clauses (i), (ii), (iii), (iv), and (v) subject and subordinate only to the exceptions noted therein. (Capitalized terms are defined in the Offering Memorandum for the commercial paper programs, which is included with this RFP).
Termination:	Upon the occurrence of certain agreed events, and after an agreed period of time, the City would like to have the right to terminate the facility at any time, in whole or in part, upon thirty (30) days' notice to the provider, without any additional cost to the City. The City seeks the ability to terminate the facility without penalty upon a credit event of the facility provider that significantly and adversely impacts the trading of the TECP backed by that facility, and upon a claim by the bank for increased costs or capital adequacy protection. If the long-term rating of the credit provider falls below money-market eligible ratings, then the City would have a right to terminate at any time without penalty. The City requests respondents to provide the terms that would be acceptable.
Events of Default	The City requests details regarding (a) standard events of default and (b) special events of default as to bankruptcy, non-payment of debt and breaches of covenants. A City ratings downgrade or loss of tax-exempt status for the TECP may not constitute an event triggering automatic termination of the facility.
Covenants:	The City requests standard covenants as to maintenance of existence, licenses, permits and records, maintenance of tax-exempt status of the facility, and no amendments to the authorizing ordinance without prior written consent.

Legal Opinions:	The City requests legal opinions relating to the enforceability of the facility from U.S. counsel and from foreign counsel where appropriate.
Schedule:	The City is targeting May 11, 2016 as a date by which to choose a firm or firms to begin negotiations towards a final agreement. The City expects to move as quickly as possible to put the new facility into place, following selection.

To assist you in preparing responses, we refer you to the City's website for the latest annual financial reports. Those can be found at: <http://www.houstontx.gov/controller/cafr.html>. Further financial information for the City may be found on the City's website, including monthly financial data. Monthly reports, and other data, can be found at: <http://www.houstontx.gov/budget/>.

By responding to this RFP, each Proposer(s) affirms that it understands this RFP and has sufficient knowledge of the scope, nature, quality and amount of work to be performed.

Payment of all fees and expenses (including Proposer(s) counsel fees, if any) by the City are contingent upon the final approval of the credit agreement transcript of proceedings by the Attorney General of Texas (if applicable) as well as by the City Council of the City, and that the laws of the State of Texas will govern the obligations of the City. Proposals will be evaluated on the basis of costs, as well as on the terms and conditions of the facility, and the impact, if any, on the marketability and ratings of the TECP. Any necessary credit approvals required by your bank should be completed upon the submission of your response or the process for approval should be described in the response. The City reserves the right to further interview a limited number of banks in order to select the bank with which the City will enter into negotiations and execute an agreement. The City reserves the right to waive technicalities or irregularities in proposals at its discretion or to reject any or all proposals.

If your firm is interested in providing a credit facility for the TECP as outlined above, please complete a term sheet which addresses the following items:

1. Provide the contact details for the main point of contact for the respondents.
2. Provide the term(s) of the facility (including any alternatives that you wish to propose), all fees for each respective term, the options available to the City for extending the facility beyond the initial term, and the level of review and any related costs required by the respondent to extend the initial term or to revise the initial fee structure.
3. Identify the respondent's counsel (who must be acceptable to the City), indicate whether the City is expected to pay for such services, and detail their fees and expenses separately, including a cap on such fees and expenses. (No legal fees or expenses will be paid to counsel for any participating banks, if any.) When specifying counsel, please identify both the firm and the individual or individuals expected to represent the respondent.
4. Detail the other costs associated with providing the proposed facility, including start-up fees, administrative fees, commitment fees, and expenses, if any. The City will consider each proposed term along with its associated fees in making its selection.
5. Describe the interest rate on borrowings, if any, under the credit facility and the interest rate in the event of default. Indicate the cost for draws with same-day reimbursement.
6. Discuss the terms for conversion into a term loan for amounts not paid within a stated period and for amounts outstanding at the expiration of the credit facility.
7. Itemize the conditions precedent to draws, including any cost of funding such draws.

8. Describe the respondent's long-term and short-term credit ratings and discuss the current status of these ratings.
9. Describe the provisions for and costs, if any, to the City resulting from a decision by the City to terminate the facility earlier than the stated maturity.
10. Describe any "favored nations" requirements, including the scope of what the requirements would cover. The City has a very strong preference to maintain "favored nations" requirements which mirror the ones already in place.

Special Note: The City uses the TECP for both funding purposes and for appropriation against contracts at the time of the contracting (well before payment on the contract is made). Because of this, the System expects that some amount of the TECP will not be drawn against before permanent financing (typically in the form of senior lien revenue bonds) is arranged. The City encourages your firm to take this into account as you provide details on facility structures and pricing that you feel might assist in achieving the System's goals.

PART III – REVIEW AND SELECTION PROCESS

A review committee will evaluate responsive proposals in accordance with the evaluation criteria listed below. The review committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s).

A. Selection Process

Upon review of all information provided by the proposers, the review committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the City. Selected proposal will be submitted for approval by the appropriate City officials. The City of Houston intends to select responses that best meets the needs of the City and provides the overall best value. Upon approval of the selected Proposer(s), a contract will be executed by the appropriate City officials.

B. REVIEW CRITERIA

1. Responsiveness of Proposal

Proposal shall be responsive to all material requirements that will enable the review committee to evaluate responses in accordance with the review criteria so as to make a recommendation to City officials.

2. Technical Competence

The City's review committee will review the submissions in accordance with the extent to which the following elements best meet the requirements of the City:

- Structure
- All-in costs
- Past performance*
- General market information*

**The City will obtain information on past performance and general market information from its own sources.*

All submittals will be evaluated on the basis of costs, as well as on the terms and conditions of the facility, and the expected impact, if any, on ratings.

PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. Number of Copies: Please submit one (1) copy of the Proposal, including one (1) printed original signed in BLUE ink, and an additional one (1) electronic thumb drive in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

Chief Procurement Officer
City Hall
901 Bagby, Suite B521
Houston, Texas 77002

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their responses to the Office of the City Purchasing Officer any time prior to the stated deadline.

2. Time for submission: Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
3. Format: Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
4. Complete submission: Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non-responsive proposals will not be considered.
5. Packaging and Labeling: The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.
6. Timely delivery of Proposals: The Proposal, including the Technical Proposal, the Pricing Proposal and signed Contract, must be delivered by hand or sent to the City of Houston, Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the Chief Procurement Officer and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
7. Late Proposals: The proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the courier delivery service, or some other act or circumstance.

B. Submission Requirements

1. Cover letter: The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.
2. Forms and Certifications: Complete all forms and certifications attached, as appropriate.

Part V – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

B. Equal Opportunity Employment

The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

C. Protests

1. An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:
 - a. The name, address, telephone number and email address of the protestor;
 - b. The number of the solicitation;
 - c. Information confirming that the protestor is an interested party;
 - d. A written statement of the grounds for the protest and the law, ordinance, or policy alleged to have been violated. The statement should be accompanied by relevant supporting documentation and the relief requested.
 - e. The signature of the protestor.

Protests shall be submitted to:
Chief Procurement Officer
City of Houston
901 Bagby, B300
Houston, TX 77002

2. The City recognizes three (3) types of protests:
 - A. Protests regarding solicitation (Pre-Submission Protest)
 - a. Any Pre-Submission protest regarding a solicitation published by the City shall be filed no later than five (5) days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as appropriate.

- B. Protests regarding the evaluation of rejection of bids, qualifications, or proposals (Pre-Award Protest)
 - a. Any protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five (5) business days prior to the City Council meeting at which the award appears on the agenda.
- C. Protests made after City Council's decision to award a contract (Post-Award Protest)
 - a. Any protest regarding the award of a contract must be submitted no later than five (5) calendar days after the date of award.
- D. Any protest received after the applicable deadline will not be considered.

PART VI – INSTRUCTIONS TO PROPOSERS

A. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Senior Procurement Specialist, Shannon Pleasant, telephone: (832) 393- 8715, fax: 832.393. 8759, or e-mail (preferred method to): [shannon Pleasant@houstontx.gov](mailto:shannon.Pleasant@houstontx.gov) no later than 2:00 p.m., CST, September 16, 2015. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

B. Examination of Documents and Requirements

1. Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

C. Exceptions to Terms and Conditions

1. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
2. All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

D. Post-Proposal Discussions with Proposer(s)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

PART VII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- A. Offer and Submittal
- B. Anti-Collusion Statement
- C. City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form "1"
- D. Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity, Houston Business Solutions Center via e-mail to houstonbsc@houstontx.gov or fax to 832-393-0650 or submit copy with proposal.

OFFER AND SUBMITTAL

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20_____

ANTI-COLLUSION STATEMENT

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature