



**REQUEST FOR PROPOSAL
TO PROVIDE
UNDERWRITING SERVICES
TO
SOUTH VALLEY WATER RECLAMATION FACILITY**

PROPOSALS WILL BE ACCEPTED UNTIL 3:00 P.M. ON OCTOBER 19, 2017.

INTRODUCTION

The South Valley Water Reclamation Facility (“SVWRF”) is soliciting competitive sealed proposals from qualified firms with significant, high-level underwriting experience to serve as SVWRF’s underwriter. SVWRF desires to enter into a multi-year agreement with an experienced and capable firm (hereinafter referred to as “Consultant”) to provide underwriting services as specified in this Request for Proposal (this “RFP”).

SCOPE OF SERVICES

The firm selected will be expected to provide all services outlined in the Scope of Services, attached hereto as Exhibit 1 and incorporated herein by this reference, as well as all services customary to and generally contemplated to be within the scope of duties of a fully qualified underwriter and to work cooperatively with SVWRF and other members of the SVWRF team.

PROPOSAL REQUIREMENTS

Proposals will be accepted until 3:00 p.m. on October 19, 2017.

Please provide five (5) copies of the proposal. The proposal shall not exceed ten (10) 8 ½ x 11-inch pages and shall be in letter format. The font size shall be no smaller than size 11. Special covers or binding are not allowed (a simple staple in the upper left-hand corner is preferred). Resumes of key team members may be attached to the proposal. Resumes will not count toward the page limit specified above. Proposals shall be signed by an authorized representative. Proposals must be submitted in a sealed envelope which is clearly marked with “Proposal for Underwriting Services” along with the name and address of the Consultant submitting the proposal. Only hand-delivered or mailed hard-copy proposals will be accepted; e-mailed proposals and faxed proposals will not be accepted. All proposals must be delivered or sent to the following address by the date and time given above:

Lee Rawlings
General Manager
South Valley Water Reclamation Facility
7495 South 1300 West
West Jordan, Utah 84084

The following items shall be addressed in the proposal, in the order shown, in addition to any other items described in this RFP:

1. Company Information.

- a. Provide a general description of the firm including the company name, type of organization, size and structure, principal office address, phone number, website, location of office(s) where the actual work will be performed, and location of key personnel.
- b. Describe the level of malpractice insurance carried, to cover errors and omissions, improper judgments or negligence.
- c. Generally, describe your philosophy and practice in working with SVWRF staff and how you view the division of responsibility and work.

2. Experience and Qualifications.

- a. Provide a statement of experience and qualifications that demonstrates your abilities to meet the requirements outlined herein.
- b. Provide a list of Utah bonds underwritten by your firm as sole/senior manager since January 1, 2012 (this list may be included as an appendix to your proposal).
- c. Provide brief narratives on three (3) of the financings listed in Part 2(b) above, highlighting any details that will be illustrative of your firm's underwriting performance for issuers similar to SVWRF.
- d. Provide a list of utility revenue bonds underwritten by your firm as sole/senior manager since January 1, 2012 (this list may be included as an appendix to your proposal. Please highlight Utah issues).
- e. Provide brief narratives on three (3) of the financings listed in Part 2(d) above, highlighting any details that will be illustrative of your firm's underwriting performance for issuers similar to SVWRF. Utah examples are preferred.
- f. Provide brief resumes for the key professionals (investment bankers, underwriters, quantitative analysts, etc.) that will be assigned to SVWRF financings. Include a description of each individual's experience and expertise with Utah bonds (specifically) and utility revenue bonds (generally).
- g. Provide information on the availability of the assigned professionals specific to SVWRF.
- h. Provide a brief overview of your firm's marketing and distribution capabilities. Be sure to include a description of your underwriting personnel and salespeople that will be directly involved with SVWRF.
- i. Describe the approach your firm will take in marketing SVWRF's future bonds.
- j. Describe any unique marketing strategies that you expect to employ on SVWRF's behalf.
- k. Provide a brief explanation of your firm's philosophy on underwriting unsold balances. Summarize your firm's history of underwriting unsold balances for Utah issuers.

3. Potential Conflicts.

- a. Disclose and explain any real or potential problems, including but not limited to, litigation filed against the Consultant in the past five (5) years which is related to the services being proposed herein, and/or disciplinary actions. The disclosures should include the above-listed individual(s) and the firm; and should cover past and pending matters within the past ten (10) years that might reflect on compliance with

all professional standards, regulations, and laws. Disclosures should include any contributions that have been made to any officials of SVWRF. The Consultant must immediately advise SVWRF in writing of any real or possible conflicts that arise after the submission of the proposal.

- b. Provide an affirmative statement that retaining the respondent as underwriter to SVWRF will not result in any conflict of interest or potential conflict of interest with SVWRF. Advise SVWRF of any potential conflict of interest and any proposed resolution of such conflict.

- 4. **Fee Proposal.** Provide the standard, non-discounted, hourly rate for each billing member of your proposed team. Provide any discount to such hourly rates, if any.

EVALUATION CRITERIA

Best and final offers may be allowed from responsible Consultants who submit responsive proposals that meet minimum qualifications, evaluation criteria, or applicable score thresholds identified in this RFP. An evaluation and selection committee will meet to consider all responsible and responsive proposals submitted and rank the proposals based on the criteria stated below. If a responder is eliminated during the evaluation process, the firm will be notified in writing.

The evaluation categories shall be as follows:

- Demonstrated Qualifications and Expertise
- Depth of Utah Support Team
- Responsiveness of Proposal
- Past Performance
- Cost Proposal/Strategy

Each member of the evaluation committee will assign points to each applicable evaluation category based on a 1-5 scale according to the following scoring methodology:

Five points (Excellent):	The proposal addresses and exceeds all of the requirements described in the RFP.
Four points (Very Good):	The proposal addresses all of the requirements described in the RFP and, in some respects, exceeds them.
Three points (Good):	The proposal addresses all of the requirements described in the RFP in a satisfactory manner.
Two points (Fair):	The proposal addresses the requirements described in the RFP in an unsatisfactory manner.
One point (Poor):	The proposal fails to address the requirements described in the RFP or addresses the requirements inaccurately or poorly.

EVALUATION PROCESS

Phase 1:

The evaluation committee will review all proposals that are timely received. Proposals that are not responsible, responsive, or do not comply with the requirements of this RFP and the requested submission format will be eliminated from consideration.

Phase 2:

The evaluation committee will evaluate proposals that are not eliminated in Phase 1 in accordance with the criteria listed above. Proposals that achieve a total technical score of eighteen (18) points or more will be designated as finalists and will move on to Phase 3.

Phase 3:

If needed, discussions may be conducted with Consultants who were not eliminated in Phase 1 or Phase 2. The discussions may be conducted in person or by telephone. The scores awarded under Phase 2 could thereafter be adjusted, if justified. If discussions are deemed unnecessary, proposals may be evaluated and ranked without discussions.

Phase 4:

After the adjustments described in Phase 3 are made, if any, each finalist will receive a final ranking.

Phase 5:

SVWRF may award a contract from this RFP to the responsible Consultant who is most advantageous to SVWRF based on the evaluation criteria, or as otherwise deemed to be in the best interests of SVWRF. SVWRF reserves the right to reject any and all proposals and/or waive informalities and minor irregularities in the proposals received. SVWRF may award a contract on the basis of the initial proposal received, without discussions. Therefore, the initial proposal should contain the Consultant's best terms from a technical and cost standpoint. SVWRF also reserves the right to extend the submission deadline at its sole discretion if SVWRF deems such an extension necessary. SVWRF reserves the right to reject any and all proposals for any reason.

The contract may be for a period of up to five (5) years, and may be canceled at any time with or without cause upon thirty (30) days' written notice from either SVWRF or the Consultant.

MISCELLANEOUS

SVWRF's General Manager will be the primary contact in relation to this RFP. All questions regarding this RFP shall be directed to:

Lee Rawlings
General Manager
South Valley Water Reclamation Facility
7495 South 1300 West
West Jordan, Utah 84084
(801) 566-7711
lrawlings@svwater.com

All questions regarding this RFP must be submitted to the General Manager no later than 3:00 p.m. on October 19, 2017.

Exhibit 1

Scope of Services for Underwriter

- 1- Work with the South Valley Water Reclamation Facility (the Facility), its agents and others concerning the issuance of debt securities at the lowest interest costs possible/feasible.
- 2- Attend meetings and make itself available to the Facility, its administration, Board of trustees, the city council's and boards of its constituent members and its other agents for consultation and conference at times and places mutually agreed upon throughout the proceedings.
- 3- Assist the Facility in preparation, coordination and distribution of printed matter, including circulars, press releases, special mailing, etc., in order to acquaint the Facility and its constituent members and others with the benefits and considerations of the proposed financing(s).
- 4- Prepare financial information and schedules necessary to acquaint the Facility with the feasibility of the various forms of financing, including interest rates, marketing factors, credit enhancement, and costs.
- 5- Advise the Facility on bond underwriting, including bond market conditions, financial or accounting factors or importance to the proper placement of bonds such as bond maturity schedules, call features, registration provisions, paying agency and trusteeship responsibility, rate of assessment covenants, any special sinking fund provisions, flow of tax or user fee funds, interest rate limitations, bond delivery procedures, and investment of idle bond funds.
- 6- Make recommendations as to the exact amount of bonds to be issued, maturity schedules, redemption features and provisions, and other related items, in order to formulate the most attractive and appealing investment package to the purchasers of the bonds which will result in the maximum net effective interest cost to the Facility.
- 7- Assist in the preparation of a credit presentation for bond rating agencies and bond insurance companies and participate in any in-person presentations.
- 8- Collect, format, and prepare information, in cooperation with the Facility for an Official Statement or a proposed term sheet as appropriate, related contracts or agreements, and bond proceedings, all of which shall be appropriately executed and satisfactory to the Facility.
- 9- Engage in pre-marketing activities to announce and promote the sale of bonds.
- 10- Assist in the preparation, editing, distribution, etc. of a preliminary official statement to be provided to potential investors.
- 11- Provide for pricing conference, where the related pricing levels for the issue are established prior to the offering of a purchase contract agreement
- 12- Prior to offering of any bonds or debt securities for sale, provide an estimate to the facility of all underwriting profits and interest rates. Upon completion of the sale provide the facility with a detailed accounting of total profits and expenses of the Underwriter.
- 13- Arrange for a closing and delivery of the bonds.
- 14- It is expressly understood that this scope of services does not intend, and is not under any circumstances to be construed as requiring the Underwriter to perform services which may constitute the practice of law. The Underwriter is employed in an expert financial capacity only.
- 15- It is expressly understood that the underwriter will not limit its work to the steps outlined but will extend services as necessary to insure that all projects are brought to a successful conclusion on behalf of the Facility in a most professional and satisfactory manner and in a manner that best promotes the interests of the Facility.

- 16- The Underwriter will immediately report to the Facility any potential conflicts of interest or other matters that may affect the rendering of the services as outlined herein.
- 17- Engage in any other service as assigned or negotiated in order to benefit the Facility.