**EXHIBIT 2B**

**Fiscal Year 2020 Transaction**

**Refunding/Conversion of Variable Rate Gasoline and Fuels Series 2017 Bonds**

**Credit Facility Support for Variable Rate Transactions**

The State is seeking indications of interest and indicative fee information for a Letter of Credit or liquidity facility in the form of a Stand-by Bond Purchase Agreement (“SBPA”) for up to $424,375,000 in par amount plus applicable interest coverage, relating to variable rate Gas and Fuels Tax Second Lien Revenue Bonds issued to refinance the outstanding Gasoline and Fuels Series 2017 Bonds. Based on the indicative pricing obtained via this Solicitation, the State will seek firm pricing to be held until the issuance date, expected to be before April 1, 2020.

Please note that the State seeks information on “up-to amounts”, and the State prefers to use as few banks as possible for ease of administration and consistency of terms. Banks are encouraged to offer capacity for the full $424,375,000.

Firms may also offer indicative pricing and terms for the Direct Purchase of indexed Floating Rate Notes if they expect terms to be competitive with the all-in costs of VRDOs. For firms that would like to propose an indexed Direct Purchase FRN, the State requests indicative pricing for indices in addition to the London Interbank Offering Rate (“LIBOR”), such as the Federal Funds Rate, SOFR or SIFMA.

The State will not accept terms requiring it to incur a commitment fee before the related bonds are authorized and sold. The State will not agree to terms including a “Most Favored Nation” Clause. The State will require the option to terminate the facility and refinance the bonds with 30-days’ notice in connection with any provisions that increase its costs, including those related to tax law changes or regulations affecting the bank’s costs. The State also may determine which providers will be awarded a tranche based upon factors other than price, such as portfolio concentration, ratings of the provider, and trading value, all at its sole discretion.

Institutions submitting proposals should have long and short-term ratings as indicated below.

* + 1. If your firm is not also responding to the underwriting portions of this SFO, please answer questions 1 through 7 below. **PAGE LIMIT: 4 Pages**

1. List the primary members of the team that will cover the Commission. Identify only the principal and key supporting team members, and indicate who will be the lead. Provide the following information for each team member in tabular format.
   1. Name and title;
   2. Role of team member;
   3. Years with current firm, years in industry;
   4. Prior experience with the Commission with current firm and previous firm(s);
   5. Location of primary office of team member;

A brief biographical summary may be provided in an appendix for each team member. **APPENDIX WILL NOT COUNT AGAINST PAGE LIMIT.**

1. Give a brief but complete description of any criminal proceeding, criminal investigation, or other oversight entity’s investigation of alleged securities or banking laws violations involving your firm (all areas of the firm) or any professionals in your firm who would be involved in this financing. Please cover the period January 1, 2015 through the present. Indicate whether your firm or any professionals in your firm are a party to any securities litigation or arbitration, or are the subject of a subpoena in connection with a municipal securities litigation investigation. Include any such investigations which concluded in an enforcement or disciplinary action ordered or imposed and a description of those actions. **ADDITIONAL INFORMATION CAN BE PROVIDED VIA ELECTRONIC LINK.**
2. Review Rule No. 1993-A of the State Bond Commission entitled “Disclosure Agreements Between Financial Professionals for Negotiated Transactions”, which is attached to this Solicitation as Exhibit 5, and recite your firm’s agreement to comply therewith.
3. Certify that your firm is not engaging in a boycott of Israel and it will, for the duration of its engagement, refrain from a boycott of Israel.

By submitting a response to this solicitation, the proposer certifies and agrees that the following information is correct: In preparing its response, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with specific intent to accomplish a boycott or divestment of Israel. The proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions.

The State reserves the right to reject the response if this certification is subsequently determined to be false, and to terminate the engagement if the firm engages in a boycott of Israel during the term of the engagement.

1. Certify whether your firm, either itself or through its parent company has policies that: (a) Restrict or would otherwise infringe on the constitutionally protected rights of the citizens of the State to lawfully keep and bear arms, (b) Discriminate against citizens based on the citizens’ exercise of their constitutional rights, or (c) Otherwise unlawfully discriminate against citizens of the State.

The State reserves the right to reject the response if this certification is subsequently determined to be false, and to terminate the engagement if the firm, either itself or through its parent company engages in policies that restrict or would otherwise infringe upon the rights of citizens of the State to lawfully keep and bear arms, including the right to purchase and sell arms.

1. Disclose any conflicts of interest or potential conflicts of interest that may arise as a result of your firm’s being hired for this engagement. Include a description of any compensation arrangement between your firm and any members of the financing team and consultants, including the State, the Commission members and their staff, Louisiana Treasury Department and staff, State Legislators and staff, and DOTD. Please cover the period January 1, 2015 through the present.
2. Provide a statement to certify that the firm currently is in compliance with MSRB rules G-37 and G-38, if applicable. For purposes of this Solicitation, officials of the issuer include the elected officials who serve on the board of the Commission.

Summary of Terms

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| --- | --- |
| **Issue Name:** | State of Louisiana Gas and Fuels Tax Second Lien Revenue Bonds |
| **Trustee/Issuing and Paying Agent:** | Hancock Whitney Bank |
| **SBPA or LC Total Stated Amount:** | Up to $424,375,000 plus an amount equal to 186 days interest at the maximum rate under the Bond Resolution |
| **Term:** | Terms of at least three years are required, longer terms would be preferred |
| **Term-out Provisions:** | At least a 5-year term loan provision for the State to make installment purchases of bank bonds, which will begin after a 180 day holding period. |
| **Interest Rate Modes:** | The State expects to issue VRDOs in a weekly mode, but prefers the flexibility to issue VRDOs in a daily mode and to convert to a daily or weekly mode from another mode without the consent of any third party. |
| **Provider Ratings:** | Long-term ratings of at least A2 from Moody’s Investors Service (“Moody’s”) and A from Standard & Poor’s Ratings Services (“S&P”) with short term ratings that will provide the State with no trading differential. The State reserves the right to terminate without penalty an SBPA or to terminate any commitment to enter into an SBPA after an award upon a downgrade of the Bank or if a trading differential is sustained. |
| **Annual Fee:** | Payable quarterly in arrears calculated on a 30/360-day basis.  The fee may increase upon a rating downgrade of the Second Lien bonds and will decrease upon a rating downgrade of the provider. There will be no amendment or transfer fees payable upon replacement of a bank in the event of a long or short term rating downgrade of the bank, and the annual fee will terminate effective upon any such replacement. |
| **Fees and Expenses:** | Fees and expenses of a single domestic law firm acting as Bank Counsel for the selected Bank will be reimbursed by the State in an amount not to exceed $35,000.  The State will pay fees of outside foreign counsel in an amount up to $3,500 if a foreign counsel opinion is required. No reimbursement will be made for in-house foreign or domestic counsel regardless of whether they are rendering opinions.  No other fees and expenses of the Bank(s) in connection with the issuance of the Liquidity Facility will be paid or reimbursed by the State. |

Please provide contact information as shown below. Please indicate the Bank’s specific principal commitment for up to $424,375,000. Please note that it is expected that in addition to the principal commitment amount, an interest component calculated for 186 days based on maximum interest rate under the Bond Resolution will be required for a SBPA facility. Also, provide current long and short-term ratings as shown below, indicating whether any ratings are under review for possible downgrade/upgrade and highlighting any rating changes that have occurred during past two years.

|  |  |  |
| --- | --- | --- |
| Bank: |  | |
| Primary Contact: |  | |
| Address: |  | |
| Telephone: |  | |
| Fax: |  | |
| E-mail: |  | |
| Commitment Amount:  This bid applies to the following: | $100 million  $200 million  $224 million  $424 million | [ ] Yes [ ] No  [ ] Yes [ ] No  [ ] Yes [ ] No  [ ] Yes [ ] No |
| Form of Proposal: | Letter of Credit [ ] SBPA [ ] CCA [ ] | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Agency** | **Rating** | **On Watch/Outlook?** | **Rating Changes in Last Two Years?** |
| **Moody's:** |  |  |  |
| **S&P:** |  |  |  |

Annual Commitment Fee: Please provide the annual fees for the LC, SBPA and/or in the case of a direct purchase, a Continuing Covenant Agreement (“CCA”) or other applicable agreement for the terms shown below or for other terms for which the Bank is willing to propose, including any other term chosen at the Bank’s discretion. Fees will be payable quarterly in arrears on the first business day of each January, April, July, and October based upon a 30/360 day basis. To the extent the commitment fees will be adjusted upon an upgrade or downgrade of the Authority’s rating, please provide a clear explanation of the adjustment in the space provided. Annual Fee, Draw Fees, and Amendment Fees: Please note if any up-front or annual fee applies to the facility.

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| --- | --- | --- |
| **Term** | **Pricing** | |
| **SBPA or LC Annual**  **Commitment Fee** | **CCA – Base Index & Applicable Spread** |
| **3 Years/5 year term out** |  |  |
| **4 Years/ 5 year term out** |  |  |
| **5 Years/ 5 year term out** |  |  |
| **6 Years/ 5 year term out** |  |  |
| **Other Term:** |  |  |

If there are adjustments to the annual fees proposed or if, in the case of a SBPA, the Provider’s short-term ratings are downgraded below P-1/VMIG-1 or A-1 or for any other reason, please identify and explain below.

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| --- | --- |
| **Rating Category/Other** | **Adjustment** |
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If there are adjustments to the annual commitment fees proposed for any rating downgrade or for any other reason, please identify and explain below.

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| --- | --- |
| **Rating Category/Other** | **Adjustment** |
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* If providing a SBPA, will you allow daily interest rate mode without restrictions?
* Do you have credit approval? If not, what is your required schedule?
* Utilizing the following tables, clearly describe the interest rate applicable to purchases and the default rate (include the definition of “Base Rate” if applicable). All interest charge calculations should be based on a 365-day year. Note that the Authority’s SBPA requires banks to commit to purchasing bonds without any acceleration provisions.

|  |  |
| --- | --- |
| **Purchase/Rates** |  |
| **Base Rate:** |  |
| **Purchased Bond Rate - 0-90 Days:** |  |
| **Purchased Bond Rate – 91-180 Days:** |  |
| **Term Loan Rate:** |  |

**Events of Default and Remedies: Please provide term sheet**

**Domestic and Foreign (as applicable) Counsel:**

* Please provide contact information for the domestic and foreign law firms the Bank would be willing to use on its behalf to negotiate documentation and provide opinions.

|  |  |
| --- | --- |
| **Firm Name:** |  |
| **Primary Contact** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Facsimile:** |  |
| **E-mail:** |  |
| **Initial Not-to-Exceed Amount: $35,000** |  |
| **Foreign Counsel Name (if any):** |  |
| **Foreign Counsel Not-to-Exceed Amount: $3,500** |  |