


<p align="center"><b>REQUEST FOR PROPOSALS</b></p> <p align="center"><b>Lobbyist Services</b></p> <p align="center">THIS IS NOT AN ORDER</p>									
<p align="center"><b>Proposal Due Date</b></p> <p align="center"><b>Monday, February 6, 2012, 2:00 p.m. CT</b></p>	<p align="center"><b>All questions relating to this Request For Bid must be submitted in writing to:</b></p> <p align="center">Jennifer Hagner, Procurement Manager 201 West Washington Avenue, Suite 700 Madison, Wisconsin 53703 Fax (608) 267-1099, Jennifer.hagner@wheda.com</p>								
<p align="center"><b>Calendar of Events</b></p> <table border="0" style="width:100%"> <tr> <td style="width:50%">Thursday, January 19, 2012</td> <td style="width:50%">RFP Issuance</td> </tr> <tr> <td>Friday, January 27, 2012, 2:00 p.m. CT</td> <td>Deadline for Submitting Written Questions</td> </tr> <tr> <td><b>Monday, February 6, 2012, 2:00 p.m. CT</b></td> <td><b>Proposal Due Date</b></td> </tr> </table>				Thursday, January 19, 2012	RFP Issuance	Friday, January 27, 2012, 2:00 p.m. CT	Deadline for Submitting Written Questions	<b>Monday, February 6, 2012, 2:00 p.m. CT</b>	<b>Proposal Due Date</b>
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<p><b>Proposer Name and Address (must be completed)</b></p>									
<p><input type="checkbox"/> <b>CERTIFIED MINORITY BUSINESS.</b> Check box at left if the Proposer is a <b>certified</b> minority business enterprise under Chapter 16, Wisconsin Statutes.</p>									
<p><input type="checkbox"/> <b>CERTIFIED DISABLED VETERAN BUSINESS.</b> Check box at left if the Proposer is a <b>certified</b> disabled veteran-owned business under Chapter 16, Wisconsin Statutes.</p>									
<p><b>ACKNOWLEDGEMENT OF ANY ADDENDA and/or REVISIONS:</b> In signing this document, Proposer acknowledges and affirms that its Proposal complies with all terms, conditions and specifications of this RFP and any addenda, appendices or revisions thereto. If awarded a contract, Proposer will comply with all terms of its Proposal and all terms, conditions and specifications of this RFP and any addenda or revisions thereto.</p> <p><b>DEBARMENT AND SUSPENSION:</b> In signing this document, Proposer acknowledges it has not been suspended, debarred, declared ineligible or voluntarily excluded from eligibility by any Federal department or agency.</p> <p><b>NON-COLLUSION:</b> In signing this document, Proposer certifies it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is true and accurate.</p>									
<p><b>Name of Authorized Company Representative (Type or Print)</b></p>	<p><b>Title</b></p>	<p><b>Date</b></p>							
<p><b>Signature of Authorized Company Representative Named Above</b></p>	<p><b>Phone</b></p>	<p><b>Fax</b></p>	<p><b>Email</b></p>						

## CHECKLIST FOR SUBMITTING A PROPOSAL

### Understanding the Request for Proposals (RFP)

- Thoroughly read and review this RFP and all attachments, appendices, addenda, and/or revisions.
- Submit any written questions to the Procurement Manager by the deadline provided in the Calendar of Events.
- Know when and where the Proposal is to be delivered.

### Completing Your Bid

- Complete the narrative information required in Section 5 of the RFP.
- Complete the Cost Sheet provided with the RFP. Make sure your prices and calculations are accurate. Do not alter the format of the Cost Sheet.
- Complete the Vendor Information Form provided with the RFP.
- Complete the Vendor Reference Form provided with the RFP.
- Complete and sign the Request for Proposals sheet provided as the cover of this RFP package.
- This checklist is provided for the Proposer's convenience only and is not required to be submitted with the Proposal package.

### Submitting Your Proposal

- Prepare one set of original documents marked "Original" in the following order:
  1. **Signed Request for Proposals Sheet** (RFP cover page)
  2. **Vendor Information Form** (Attachment 1)
  3. **Vendor Reference Form** (Attachment 2)
  4. **Narrative Response** (see Section 5 for details)
- Make five photocopies of the complete set of original documents. Mark the photocopied sets "Copy."
- Place one original of the **Cost Sheet** (Attachment 3) in a sealed envelope.
- Place the original and copied sets of documents, and the sealed cost sheet, in a sealed package (envelope or box). Make sure the following information is clearly marked on the outside of the envelope or box:
  - Proposer's Name and Address
  - Request for Proposal Title (See upper left hand box of RFP cover page)
  - Bid Due Date (See upper left hand box of RFP cover page and Calendar of Events)
- Ensure the sealed package is delivered to the correct address before the Proposal Due Date and time in the Calendar of Events. **No emailed or faxed Proposals are allowed.**

### If You are Chosen for a Contract Award:

- Be prepared to provide any documents—such as certificates of insurance, licenses, credentials, IRS Form W-9 (Request for Taxpayer Identification Number) or Affirmative Action plan/exemption—as required by the Authority.

## 1. INTRODUCTION

### 1.1. Scope

The purpose of this Request for Proposals (RFP) is to provide interested parties with information needed to prepare and submit a Proposal for the following:

Lobbyist services required to represent the Wisconsin Housing and Economic Development Authority's (the Authority) interests in federal governmental matters, primarily in Washington, D.C. The matters will include, but not be limited to:

- Affordable housing issues, such as the Low-Income Housing Tax Credits program, US Department of Housing and Urban Development programs, Freddie Mac programs and Fannie Mae programs.
- Economic development issues, such as the New Markets Tax Credits program and US Department of the Treasury programs.
- Agricultural development issues, such as US Department of Agriculture Rural Development programs.

The Authority may also require lobbyist services to address its interests in state and local affordable housing, economic development and agricultural development issues.

The Authority intends to use the results of this process to award one or more contracts to provide the services described in this RFP.

### 1.2. Wisconsin Housing and Economic Development Authority

The Wisconsin Housing and Economic Development Authority is a public body corporate and politic governed by Chapter 234 of the Wisconsin Statutes. The Authority is governed by a twelve-member Board of Directors. The Authority's Executive Director, appointed by the Governor, acts as its Chief Executive Officer. The Authority offers financial products and services to Wisconsin citizens, housing developers, business owners and farmers for affordable housing and economic development opportunities.

As of June 30, 2011, the Authority had 156 employees, an operating budget of \$18.9 million, and an annual capital budget of \$200,000. Revenues to finance its operating and capital budgets are derived primarily from interest earnings on loans, investments of assets, and administrative fees.

### 1.3. Definitions

Words and terms in this RFP shall be given their ordinary and usual meanings, and all meanings shall be applicable to the singular and plural forms of the words and terms. For the purposes of this RFP, the following words and terms shall have the meanings indicated:

- A. **"Authority"** means the Wisconsin Housing and Economic Development Authority.
- B. **"Calendar of Events"** means the official schedule of events, deadlines and dates shown on the cover of this RFP.
- C. **"Contract"** means a contract awarded to a Proposer under this RFP.
- D. **"Contractor" or "Vendor"** means a Proposer that is awarded a Contract under this RFP.
- E. **"DVB"** means a disabled veteran-owned business certified by the Department of Commerce under Chapter 16, Wis. Stats.
- F. **"Highest Scoring Proposer"** means the Proposer that meets the conditions and specifications of this RFP and whose Proposal receives the highest number of points through the evaluation process described in this RFP.
- G. **"HUD"** means the U.S. Department of Housing and Urban Development.

- H. **“Interested Proposer”** means any individual, company, corporation or other entity identified by the Procurement Manager as potentially interested in this RFP or that notifies the Procurement Manager of its interest in or intent to respond to this RFP.
- I. **“MBE”** means a minority business certified by the Department of Commerce under Chapter 16, Wis. Stats.
- J. **“Procurement Manager”** means the person identified on the cover of this RFP who has been designated by the Agency to manage this RFP.
- K. **“Proposal” or “Proposal Document”** means the complete response from a Proposer, including all required documentation described in the RFP.
- L. **“Proposer”** means any individual, company, corporation or other entity that responds to this RFP.
- M. **“Request for Proposal (RFP)”** means this document including appendices, addenda, revisions and/or attachments.
- N. **“Treasury”** means the U.S. Department of the Treasury.
- O. **“USDA”** means the U.S. Department of Agriculture.

## **2. CONTRACT INFORMATION**

### **2.1. Contract Term**

The Contract will be in effect for a period of one year commencing on the date it is signed by both parties. The Contract may be renewed for two one-year periods by mutual consent.

### **2.2 Terms and Conditions**

In addition to the terms, conditions and specifications contained in this RFP, the following document governs this RFP and any resulting contracts:

- WHEDA Standard Terms and Conditions for Contractual Services

Proposers must accept the terms and conditions referenced above in their entirety or submit point-by-point exceptions along with proposed alternative or additional language for each exception. The Authority may reject a Proposal if it deems the proposed alternative or additional language to be unacceptable. Submission of the Proposer’s standard terms and conditions as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the Proposal. Failure of the successful Proposer to accept the Authority’s terms and conditions for a contract will result in cancellation of the award.

## **3. PROCEDURES AND INSTRUCTIONS**

### **3.1. Reasonable Accommodations**

The Authority will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request.

### **3.2. Proposal Contents and Delivery Requirements**

Proposers shall submit an original and five copies of its Proposal by the Bid Due Date in the Calendar of Events to:

#### **USPS/Mailing Address**

Jennifer Hagner, Procurement Manager  
 WHEDA  
 201 West Washington Avenue, 7<sup>th</sup> Floor  
 Madison, Wisconsin 53703

#### **Address for Hand-Delivery**

Jennifer Hagner, Procurement Manager  
**OR** WHEDA  
 201 West Washington Avenue, 7<sup>th</sup> Floor  
 Madison, Wisconsin

All Proposals must be packaged in an envelope or box, sealed and show the following information on the outside of the package:

- Proposer's Name and Address
- Request for Proposal Title (See upper left hand box of RFP cover page)
- Proposal Due Date (See upper left hand box of RFP cover page and Calendar of Events)

Proposals must be date and time stamped at the office indicated above on or before the date and time Proposals are due. Late Proposals will be rejected. Proposals dated and time stamped in another office will be rejected. Proposals that are not properly sealed will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the Authority. Any Proposal that is inadvertently opened as a result of not being properly and/or clearly marked shall be rejected. No emailed or faxed Proposals are allowed.

### **3.3. Calendar of Events**

The Calendar of Events provides important dates and times by which actions related to this RFP shall be completed. In the event that the Authority finds it necessary to change any of these dates and times, it will provide written notification of such changes per Section 3.4, Communication with Proposers.

### **3.4. Communication with Proposers**

In the event it becomes necessary to make changes to the Calendar of Events, provide additional clarifying data or information, revise any part of this RFP, or provide a record of questions and answers, the Procurement Manager will send written notification, electronically or in hard copy, to all Interested Proposers.

### **3.5. Format of Proposal**

Proposers responding to this RFP must submit the following materials:

- A. Signed Request for Proposal Sheet:** The Proposal must include the signed Request for Proposal sheet provided as the cover of this RFP package. A Proposal submitted in response to this RFP must be signed by the person in the Proposer's organization who is responsible for decisions regarding prices offered in the Proposal or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.
- B. Vendor Information Form** (Attachment 1)
- C. Vendor Reference Form** (Attachment 2)
- D. Cost Sheet** (Attachment 3): Provide cost information on the Cost Sheet included in this RFP in a sealed envelope within the Proposal package. All costs for furnishing the services as set forth in the terms and conditions of this RFP must be included in the Proposal. Please refer to Section 7, Cost Information, for information on proposal pricing and price adjustments
- E. Narrative Responses and Additional Information:** Please refer to Section 5 (Mandatory, General and Technical Requirements) and Section 7 (Additional Information Requirements).

The checklist included with this RFP is provided for the convenience of the Proposer. The Proposer is not required to submit the checklist with its Proposal package.

### **3.6. Multiple proposals**

Multiple Proposals from a Proposer are permitted; however, each Proposal must conform fully to the requirements for Proposal submission. Each such Proposal shall be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

### **3.7. Questions**

Questions concerning this RFP must be submitted in writing to the Procurement Manager on or before the Deadline for Submitting Written Questions provided in the Calendar of Events. Proposers are expected to raise any questions, exceptions or additions concerning the RFP document prior to this deadline. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the Proposer must immediately notify the Procurement Manager and request modification or clarification of the RFP document. All questions will be recorded by the Authority. All questions and answers will be provided per section 3.4, Communication with Proposers.

### **3.8. Incurring Costs**

The Authority is not liable for any cost incurred by a Proposer for responding to this RFP.

### **3.9. Contact with the Authority**

From the date of issuance of this RFP until a Letter of Intent to Award a Contract is issued, all contacts with the Authority regarding this RFP shall be made only through the Procurement Manager. Any information provided by a source other than the Procurement Manager shall be deemed unofficial and nonbinding. Violation of this condition may be considered sufficient cause for rejection of a Proposal, irrespective of any other considerations.

### **3.10. News Releases**

News releases pertaining to the RFP or to the acceptance, rejection or evaluation of Proposals shall not be made without the prior written approval of the Authority.

## **4. PROPOSAL ACCEPTANCE, VERIFICATION AND AWARD**

### **4.1. Proposal Opening**

Proposals will be opened on the Proposal due date and time specified in the Calendar of Events. Names of the Proposers will not be read aloud at the Proposal opening. The Proposal opening will be held at the following location:

WHEDA  
201 West Washington Avenue, Suite 700  
Madison, Wisconsin

### **4.1. Proposal Review, Verification and Acceptance**

The Authority shall review each Proposal to verify that it meets all specified requirements in this RFP. Proposals that do not comply with instructions contained in this RFP may be rejected by the Authority. The Authority reserves the right to waive a particular specification if no Proposer meets that specification. The Authority may request reports on a Proposer's financial stability. The Authority may reject a Proposal if the Proposer is determined to have inadequate financial means to provide the required service. The Authority retains the right to accept or reject any or all Proposals, or accept or reject any part of a Proposal, deemed to be in the best interest of the Authority. The Authority shall be the sole judge as to compliance with the instructions contained in this RFP. Proposals shall be firm for acceptance for sixty (60) days from date of Proposal opening unless otherwise noted. A Proposer may not modify its Proposal after the Proposal opening except to correct minor omissions or miscalculations as directed in writing by the Procurement Manager.

### **4.2. Minority Business Enterprises**

The Authority, in its sole discretion, may provide up to a five percent (5%) point preference to certified Minority Business Enterprises.

**4.3. Disabled Veteran-Owned Businesses**

The Authority, in its sole discretion, may provide up to a five percent (5%) point preference to certified Disabled Veteran-Owned Businesses.

**4.4. Proposal Scoring**

Proposals shall be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, require oral interviews/presentations and use the results of reference checks, interviews and presentations in scoring the Proposals.

**4.5. Evaluation Criteria**

The Proposals shall be scored using the following criteria:

A. Mandatory Requirements (Section 5.1)	n/a
B. Organization Capabilities (Section 5.2)	125
C. Staff Qualifications (Section 5.3)	125
D. Technical Requirements (Section 5.4)	500
E. Cost (Section 6.1)	<u>250</u>
TOTAL	1,000

A Proposal must meet Mandatory Requirements and receive at least 500 points for Evaluation Criteria B through D prior to having the Cost Sheet scored. A Proposal that receives less than the required number of points for these sections shall be ineligible for further consideration.

**4.6. Method to Score Costs**

The following formula shall be used to score the Cost Sheets:

$$\frac{\text{Lowest Proposal's Cost Total (constant)}}{\text{Other Proposer's Cost Total}} \times \text{Maximum (250) evaluation Points} = \text{Score}$$

**4.7. Best and Final Offer**

The Authority shall compile the final scores (Organizational Capabilities, Staff Qualifications, Technical Requirements and Cost) for each Proposer. The award may be made in one of two ways:

- A. To the highest scoring responsive and responsible Proposer based upon original Proposals; or
- B. The highest scoring Proposer or Proposers may be requested to submit best and final offers. Best and final offers will be evaluated against the stated criteria, scored and ranked. The award shall then be made to the highest scoring Proposer. However, a Proposer should not expect that the Authority will request a best and final offer.

**4.8. Right to Reject Proposals and Negotiate Contract Terms**

The Authority reserves the right to reject any and all Proposals. The Authority may negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the Authority may negotiate a contract with the next highest scoring Proposer.

**4.9. Notification of Intent to Award**

All Proposers who respond to this RFP shall be notified in writing of the Authority's intent to award the contract as a result of this RFP.

## **5. MANDATORY, GENERAL AND TECHNICAL REQUIREMENTS**

The Proposer must provide answers to all of the following information requests and questions.

### **5.1. Mandatory Requirements**

- Provide written evidence (e.g., license, registration) that the Proposer is in good standing to provide lobbying services with Members of the U.S. Congress.
- Provide written evidence (e.g., license, registration) that the Proposer is in good standing to provide lobbying services with Members of the Wisconsin Legislature.

### **5.2. Organizational Capabilities**

- Provide a brief description of the Proposer's history and organization.
- Provide the locations of all offices from which the Proposer conducts lobbying services.
- Provide a complete list of all clients for which the Proposer provided lobbying services during the past three (3) years; include the client's address and telephone number.
- Provide a list of similar lobbying services contracts held by the Proposer during the past three (3) years.

### **5.3. Staff Qualifications**

- Provide a resume for each staff person proposed to provide lobbying services under this RFP; each resume must include the qualifications, background and experience of the staff person.
- Provide a list of any subcontractors (individual or organizational) that the Proposer intends to use when providing services under this RFP (Note: The Proposer is not required to use subcontractor(s). However, no subcontractor may be used without the Authority's written approval.)

### **5.4. Technical Requirements**

- Describe the Proposer's experience lobbying on issues involving Low-Income Housing Tax Credits, New Markets Tax Credits, HUD programs, Treasury Programs, USDA Programs, and Freddie Mac and Fannie Mae Programs.
- Describe the methods and techniques the Proposer would use on behalf of the Authority when informing and/or influencing Members of the U.S. Congress (especially Wisconsin's delegation).
- Describe the methods and techniques the Proposer would use on behalf of the Authority when informing and/or influencing with federal agencies (especially HUD, Treasury, USDA, Freddie Mac and Fannie Mae).
- Describe the methods and techniques the Proposer would use on behalf of the Authority when informing and/or influencing Members of the Wisconsin Legislature.
- Describe the methods and techniques the Proposer would use on behalf of the Authority when informing and/or influencing Wisconsin local government officials.

## **6. COST**

### **6.1. Proposal Pricing**

The Proposer must complete the Cost Sheet (Attachment 3) following the instructions provided on the Cost Sheet. Failure to submit pricing as instructed in the Cost Sheet shall result in rejection of the Proposal. Do not alter the format of the Cost Sheet.

The Proposer must submit one fixed hourly professional services rate for the entire Contract period. If the Contract is renewed, the Contractor must hold the fixed price per hour during the renewal period. The Proposer may not impose a markup, service charge or any other fee in addition to its fixed hourly rate. The hourly professional services rate must cover the work of all Contractor employees during the billed period. The Contractor will bill the Authority in fifteen (15) minute increments.

**6.2. Price Adjustments**

The Contractor may lower a price at any time due to general market conditions or other considerations. The Contractor may not request a price increase during the term of the Contract.

**7. ADDITIONAL INFORMATION REQUIREMENTS**

**7.1.** Please refer to Sections 5.1, 5.2 and 5.3 for listings of additional documentation that must be submitted with the Proposal.



**Attachment 1**  
**VENDOR INFORMATION**

RFB/RFP Title \_\_\_\_\_

**1. General Company Information**

Bidding/Proposing Company Name \_\_\_\_\_

CEO/President Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Company Website www. \_\_\_\_\_

**2. Person to Contact for Questions Concerning this Bid/Proposal**

Name \_\_\_\_\_ Title \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Fax Number \_\_\_\_\_

**3. Person to Contact for Questions Concerning Orders and Billing**

Name \_\_\_\_\_ Title \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Fax Number \_\_\_\_\_



**Attachment 2  
VENDOR REFERENCES**

RFB/RFP Title \_\_\_\_\_

Proposer/Bidder \_\_\_\_\_

Provide the company name, address, contact person, telephone number, email address and description for three (3) customers to which the Proposer/Bidder has provided product(s) and/or service(s) with requirements similar to those included in this solicitation document. Failure to provide complete information for three (3) references may result in rejection of the Proposal/Bid.

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Product(s) and/or Service(s) Provided \_\_\_\_\_

\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Product(s) and/or Service(s) Provided \_\_\_\_\_

\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Product(s) and/or Service(s) Provided \_\_\_\_\_

\_\_\_\_\_



**Attachment 3  
COST SHEET**

RFB/RFP Title \_\_\_\_\_

Proposer/Bidder \_\_\_\_\_

The Proposer must submit one fixed hourly professional services rate for the entire Contract period. If the Contract is renewed, the Contractor must hold the fixed price per hour during the renewal period. The Proposer may not impose a markup, service charge or any other fee in addition to its fixed hourly rate. The Contractor may lower a price at any time due to general market conditions or other considerations. The Contractor may not request a price increase during the term of the Contract. The hourly professional services rate must cover the work of all Contractor employees during the billed period. The Contractor will bill the Authority in fifteen (15) minute increments.

Failure to submit pricing as instructed in the Cost Sheet shall result in rejection of the Proposal. Do not alter the format of the Cost Sheet.

**Professional Services Rate:**

**\$\_\_\_\_\_ per hour**

## STANDARD TERMS AND CONDITIONS FOR CONTRACTUAL SERVICES

The following Terms and Conditions are incorporated into the Agreement made and entered into by the Contractor and the Wisconsin Housing and Economic Development Authority (Authority).

1. **Applicable Law and Compliance.** The Agreement shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of the Agreement and which in any manner affect the work or its conduct. The Authority reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
2. **Assignment, Subcontracting and Delegation.** The Agreement may not be assigned by the Contractor without the prior written approval of the Authority. The services provided for in the Agreement may not be subcontracted or delegated in whole or in part to any other person or entity without the prior written approval of the Authority. The Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Authority and the permitted successors and assigns (if any) of the Contractor.
3. **Code of Ethics and Travel Policy.** The Contractor shall adhere to the Authority's Code of Ethics for Paid Consultants and Travel Policy for Consultants, a copy of each of which is attached hereto. The Contractor shall make written disclosures to the Authority as required by the Code of Ethics.
4. **Confidentiality.** The Contractor acknowledges that all information, data, records and documents disclosed by the Authority to the Contractor, or which come to the Contractor's attention during the course of its performance under the Agreement constitute valuable and proprietary assets of the Authority ("Confidential Information"). The Contractor agrees to not disclose the Confidential Information, either directly or indirectly, to any person, entity or affiliate unless required to do so by legal process of law without prior written authorization of the Authority. If required to disclose the Confidential Information by legal process, the Contractor shall provide the Authority with prompt notice so the Authority may seek an appropriate protective order. Except as required during the course of its performance under the terms of the Agreement, the Contractor shall not use any Confidential Information for its own purposes.
5. **Dual Employment.** The Contractor will not engage the services of any person or persons now employed by the Authority to provide services relating to the Agreement without the written consent of the Authority.
6. **Entire Agreement.** The Agreement contains the entire agreement of the parties. No amendment of the Agreement and no waiver of any provision hereof shall be effective unless in writing and duly executed by the parties affected thereby. If any portion of the Agreement is found to be unenforceable, the remaining portions of the Agreement will continue to be enforced to the fullest extent permitted by law.
7. **Force Majeure.** Neither party shall be in default by reason of any failure in performance of the Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
8. **Indemnification.** The Contractor shall indemnify, defend and hold harmless the Authority, including its officers, agents and employees, from and against any and all claims, liabilities, losses, damages, costs and expenses to the extent caused or arising out of the negligent acts, reckless conduct, or errors or omissions of the Contractor, its officers, employees, agents or representatives in the performance of this Agreement.
9. **Independent Contractor.** The parties intend and agree that the Contractor is an independent contractor and not an employee or agent of the Authority. Subject to the terms and conditions of the Agreement, the Contractor alone will control the manner and means by which the services delivered hereunder are provided. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Authority.

- 10. Insurance Responsibility.** The Contractor shall maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work under the Agreement.

The Contractor shall maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out the Agreement. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

The Contractor shall maintain motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- 11. Nondiscrimination.** The Contractor agrees not to discriminate against employee or applicant for employment on the basis of race, color, religion, national origin, sex, sexual preference, marital status, familial status, physical condition, developmental disability, age or any other basis prohibited by applicable law.
- 12. Payment and Invoicing.** The Authority normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- 13. Pricing.** Prices established in the Agreement may be lowered unilaterally by the Contractor, but prices shall not be increased without the written approval of the Authority.
- 14. Promotional Advertising and News Releases.** Reference to or use of the Authority, its officers or employees for commercial promotion is prohibited. News releases pertaining to the Agreement shall not be made without prior approval of the Authority.
- 15. Public Records.** With certain exceptions, all records of the Authority, including records relating to the Agreement, shall be open to the public.
- 16. Record Keeping and Record Retention.** The Contractor shall establish and maintain records of all expenditures incurred under the Agreement. All records must be kept in accordance with applicable law and generally accepted accounting procedures. The Authority shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to the Agreement. The Contractor will retain all documents applicable to the Agreement for a period of not less than three (3) years after final payment is made.
- 17. Rights and Remedies.** No delay or omission by the Authority in exercising any right or remedy under the Agreement shall be deemed to operate as a waiver of such right or remedy or any other right or remedy available hereunder or at law. No waiver by the Authority of any default shall constitute a waiver of any other default or of the same default on a future occasion.
- 18. Taxes.** The Authority is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases. The Authority may be subject to other states' taxes on its purchases in that state depending on the laws of that state.
- 19. Termination.** The Authority may terminate the Agreement upon written notification to the Contractor. Upon termination of the Agreement, the Contractor will return to the Authority all documents, financial statements or any other materials which it has received from the Authority in the course of providing the services; the Contractor will deliver to the Authority all finished or unfinished documents, data, studies and reports, and all other property, prepared or purchased by the Contractor in the course of performing the services; and the Contractor will promptly submit a final invoice for work performed up to the effective date of termination. The Contractor may terminate this Agreement if, and only if, it has not received payments for services rendered and not subject to dispute by the Authority, for a period of sixty (60) days. However, the Contractor must give the Authority thirty (30) day written notice of its intent to terminate and the right to cure amounts claimed as in arrears in the written notice.
- 20. Written Notice.** Any notice required or permitted to be given under the Agreement will be deemed to have been given if made in writing and sent by recognized overnight courier service, delivered by hand or sent certified mail, postage prepaid, to the Authority, attention General Counsel, 201 West Washington Avenue, Suite 700, Madison, WI 53703 or P.O. Box 1728, Madison, WI 53701-1728, and to the Contractor at the address supplied in the proposal made by it hereunder. Notice shall be deemed given one day after deposit with a recognized overnight courier service, upon receipt if delivered by hand and three days after being mailed.