

REQUEST FOR QUALIFICATIONS

NEW MARKETS TAX CREDIT APPLICATION SERVICES

THIS IS NOT AN ORDER



Qualifications Due Date

May 12, 2021, 2:00 p.m. CT

All questions relating to this Request For Qualifications must be submitted in writing to:

Procurement Manager
201 West Washington Avenue, Suite 700
Madison, Wisconsin 53703
procurement@wheda.com

Calendar of Events

April 22, 2021
April 29, 2021, 2:00 p.m. CT
May 12, 2021, 2:00 p.m. CT

RFQ Issuance
Deadline for Submitting Written Questions
Qualifications Due Date

Proposer Name and Address (must be completed)

Check all boxes at left that apply below for minority-owned, disabled veteran-owned and woman-owned business designations for Proposer. For more information see <https://wisdp.wi.gov/>.

WISCONSIN DEPARTMENT OF ADMINISTRATION-CERTIFIED MINORITY-OWNED BUSINESS ENTERPRISE (MBE).

DOA-Certified MBE under Chapter 16, WI Statutes. Over 50% minority ownership and not DOA certified.

WISCONSIN DEPARTMENT OF ADMINISTRATION-CERTIFIED DISABLED VETERAN-OWNED BUSINESS (DVB).

DOA-Certified DVB under Chapter 16, WI Statutes. Over 50% disabled-veteran ownership and not DOA certified.

WISCONSIN DEPARTMENT OF ADMINISTRATION-CERTIFIED WOMAN-OWNED BUSINESS ENTERPRISE (WBE).

DOA-Certified WBE under Chapter 16, WI Statutes. Over 50% woman ownership and not DOA certified.

ACKNOWLEDGEMENT OF ANY ADDENDA and/or REVISIONS: In signing this document, Proposer acknowledges and affirms that its Qualifications complies with all terms, conditions and specifications of this RFQ and any addenda, appendices or revisions thereto. If awarded a Contract, Proposer will comply with all terms of its Qualifications and all terms, conditions and specifications of this RFQ and any addenda or revisions thereto.

DEBARMENT AND SUSPENSION: In signing this document, Proposer acknowledges it has not been suspended, debarred, declared ineligible or voluntarily excluded from eligibility by any federal or state department or agency.

NON-COLLUSION: 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 Qualifications; that this Qualifications has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Qualifications has not been knowingly disclosed prior to the opening of Qualifications to any other Proposer or competitor; that the above statement is true and accurate.

Name of Authorized Company Representative (Type or Print)	Title	Date	
Signature of Authorized Company Representative Named Above	Phone	Fax	Email

CHECKLIST FOR SUBMITTING A QUALIFICATIONS

Understanding the Request for Qualifications (RFQ)

- Thoroughly read and review this RFQ 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 Qualifications is to be delivered and the due date and time for submission.

Completing Your Qualifications

- Complete the narrative information required in Section 5 of the RFQ.
- Complete the Proposer Information Form provided with the RFQ.
- Complete the Proposer Reference Form provided with the RFQ.
- Complete and sign the Request for Qualifications sheet provided as the cover page of this RFQ package.
- This checklist is provided for the Proposer's convenience only and is not required to be submitted with the Qualifications package.

Submitting Your Qualifications

- Prepare an email to include the following attachments.
 1. **Signed Request for Proposals Sheet** (RFP cover page)
 2. **Proposer Information Form** (Attachment 1)
 3. **Proposer Reference Form** (Attachment 2)
 4. **Narrative Response** (see Section 5 for details)

If Your Qualifications is Chosen for a Contract Award:

- Be prepared to provide any documents—such as certificates of insurance, licenses, credentials, or IRS Form W-9 (Request for Taxpayer Identification Number)—as required by the Authority.
- For Proposers using DOA-certified MBE or DOA-certified DVB subcontractors, related documents such as itemized invoices and service detail may be required.

1. INTRODUCTION

1.1. Scope

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

The provision of application writing, consulting and other related services to a WHEDA-controlled Community Development Entity (“CDE”) that will apply for New Markets Tax Credit (“NMTC”) allocations. The current CDE is Lift Wisconsin but there could be the creation of a new CDE. Specifically, qualified parties are sought for the following tasks:

All or any of the following Primary Application Writer/Consultant Services:

- 1) **Examine Qualified Low Income Community Investment QLICI track record** data including reviewing project summaries, interviewing project sponsors, borrowers and/or lending staff regarding projects' anticipated or actual high impact community outcomes. Prepare community impact Survey (CIS) and send to targeted QLICI track record projects as deemed necessary. Analyze CIS responses, follow-up as necessary and aggregate data into a CIS spreadsheet to be used for current and future NMTC applications. Prepare descriptive summaries of QLICI track record projects and create inserts for the 2021 NMTC application.
- 2) **Assistance with sourcing pipeline projects**, review intake summaries, interview lending staff, project sponsors and/or project consultants regarding projects' anticipated high impact community outcomes, as deemed necessary. Prepare descriptive summaries of pipeline projects to insert into the 2021 Application.
- 3) **Compile Track Record, Pipeline, Business Strategy and Community Outcomes Information** to provide projects to include in the Business Strategy and Community Outcomes application questions.
- 4) **Assume responsibility for a first draft for each question** in the application: Part I – Business Strategy, Part II – Community Outcomes, Part III – Management Capacity, and Part IV – Capitalization Strategy; manage process of comments and edits to entire Application draft.
- 5) **Prepare spreadsheet/intake documents for application tables.**
- 6) **Advise on strategy and participate in agreed upon conference calls with WHEDA/Lift Wisconsin staff to include an Agenda and status update for each call.**

All or any of the following Secondary Consulting/Reading/Editing Services:

- 1) **Read and review NMTC application and provide the following:**
 - a. Feedback on strategy of the application.
 - b. Feedback on track record.
 - c. Feedback on each section of the NMTC application.
- 2) **Any other feedback or tasks related to a successful NMTC application.**

WHEDA intends to use the results of this process to develop a roster of qualified parties that may be called upon to provide the services described in this RFQ as needed by WHEDA-Controlled CDEs for a period of up to three years. WHEDA, in its sole discretion, shall determine which parties it may subsequently engage for work on specific matters.

1.2. Wisconsin Housing and Economic Development Community Development Entities

In 2018, WHEDA created Lift Wisconsin, a new CDE with a focus on supporting small business through NMTC loan pools and using NMTC proceeds to support Financial Counseling and other services. Lift Wisconsin is a wholly owned subsidiary of WHEDA. This CDE consists of LICs from 1) Milwaukee Economic Development Corporation 2) Forward Community Investments, 3) Wisconsin Women’s

Business Initiative Corporation, 4) Northwest Side Community Development Corporation, 5) Cap Services, Inc., 6) Legacy Redevelopment Corporation, 7) Columbia Savings and Loan and 7) First American Capital Corporation. Lift Wisconsin submitted applications for the 2018 and 2019 NMTC allocation rounds but did not win allocations. Lift Wisconsin chose not to apply in 2020.

In 2011, WHEDA created the Greater Wisconsin Opportunities Fund (GWOF)—a Community Development Entity (CDE), created for the purpose of partnering with Community Development Financial Institutions (CDFIs) to help provide catalytic economic development opportunities to low income communities in the State of Wisconsin. GWOF is a wholly owned subsidiary of WHEDA. GWOF’s Board of Directors consists of Low Income Community (LIC) representatives from: 1) Impact Seven, 2) Forward Community Investments, 3) Wisconsin Women’s Business Initiative Corporation, 4) Northwest Side Community Development Corporation, 5) Cap Services, Inc., 6) Legacy Redevelopment Corporation, and 7) First American Capital Corporation. GWOF had been awarded \$160 million in three application rounds.

Prior to 2011, WHEDA had applied for NMTC allocation, through the Wisconsin Community Development Legacy Fund (WCDLF), which has received a total of \$415 million since 2004.

The Wisconsin Housing and Economic Development Authority (WHEDA) is a public body corporate and politic governed by Chapter 234 of the Wisconsin Statutes. WHEDA is governed by a twelve-member Board of Directors. WHEDA’s Executive Director, appointed by the Governor, acts as its Chief Executive Officer. WHEDA 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, 2020, WHEDA had 155 employees, an operating budget of \$24.6 million, and \$3.2 billion in assets. 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 RFQ 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 RFQ, the following words and terms shall have the meanings indicated:

- A. **“Calendar of Events”** means the official schedule of events, deadlines and dates shown on the cover of this RFQ.
- B. **“CDE”** means Community Development Entity.
- C. **“CDFI”** means Community Development Financial Institution.
- D. **“Contract”** means a contract entered into between WHEDA and/or any of its CDEs and a Proposer as a result of this RFQ and subsequent engagement.
- E. **“DVB”** means a Disabled Veteran-Owned Business certified by the Department of Administration under Chapter 16, Wisconsin Statutes.
- F. **“GWOF”** means the Greater Wisconsin Opportunities Fund.
- G. **“Interested Proposer”** means any individual, company, corporation or other entity identified by the Director of Strategic Business Development as potentially interested in this RFQ or that notifies the Procurement Manager of its interest in or intent to respond to this RFQ.
- H. **“LIC”** means Low Income Community.
- I. **“MBE”** means a Minority Owned Business certified by the Department of Administration under Chapter 16, Wisconsin Statutes.
- J. **“NMTC”** means New Markets Tax Credit.
- K. **“Procurement Manager”** means the person identified on the cover of this RFQ who has been designated by the Agency to manage this RFQ.

- L. **“Proposal”** means the complete response from a Proposer, including all required documentation described in the RFQ.
- M. **“Proposer”** means any law firm that responds to this RFQ.
- N. **“Request for Qualifications (RFQ)”** means this document including appendices, addenda, revisions and/or attachments.
- O. **“QALICB”** means Qualified Low Income Community Business
- P. **“QEI”** means Qualified Equity Investment
- Q. **“QLICI”** means Qualified Low Income Community Investment
- R. **“WHEDA”** means Wisconsin Housing and Economic Development Authority
- S. **“WBE”** means a Woman-Owned Business certified by the Department of Administration under Chapter 16, Wisconsin Statutes.
- T. **“WCDLF”** means the Wisconsin Community Development Legacy Fund

2. CONTRACT INFORMATION

2.1. Contract Term

WHEDA will enter into Contract(s) with qualified entities as needed. At the time of engaging a entity, WHEDA will execute a letter of engagement, conduct a conflicts of interest check and request verification of no criminal record or negative findings related to United States Treasury programs. The Contract will be in effect for a period necessary to complete the work contracted for.

2.2 Terms and Conditions

In addition to the terms, conditions and specifications contained in this RFQ, this RFQ and any resulting Contract(s) shall be governed by the Authority’s Standard Terms and Conditions for Contractual Services (Attachment 4) (the **“Terms and Conditions”**), which includes the Authority’s Code of Ethics for Consultants and Travel Policy for Consultants. This RFQ and the awarded Proposer’s Qualifications may, at the Authority’s option, be incorporated into the Contract.

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 Qualifications if it deems the proposed alternative or additional language to be unacceptable. Submission of the Proposer’s own 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 Qualifications. Failure of a successful Proposer to accept the Authority’s Terms and Conditions as part of the Contract or to propose alternative or additional language in its Qualifications that is acceptable to the Authority, will result in cancellation of the award.

3. PROCEDURES AND INSTRUCTIONS

3.1. Reasonable Accommodations

WHEDA 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 a pdf file of its Proposal by the Proposal Due Date in the Calendar of Events to the Procurement Manager, procurement@wheda.com.

3.3. Calendar of Events

The Calendar of Events provides important dates and times by which actions related to this RFQ shall be completed. In the event that WHEDA/Lift Wisconsin 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 RFQ, or provide a record of questions and answers, the Procurement Officer will send written notification, electronically or in hard copy, to all Interested Proposers and post to WHEDA's website at www.WHEDA.com.

3.5. Format of Proposal

Proposers responding to this RFQ must submit the following materials:

- A. Signed Request for Qualifications Sheet:** The Proposal must include the signed Request for Qualifications sheet provided as the cover of this RFQ package. A Proposal submitted in response to this RFQ 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. Narrative Responses and Additional Information:** Please refer to Section 5 (Mandatory, General and Technical Requirements). Include Code of Ethics disclosures, written explanations about any attorney debarment, suspension or revocation of licensing, and any point by point exceptions to WHEDA's Standard Terms and Conditions.

3.6. Questions

Questions concerning this RFQ 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 RFQ document prior to this deadline. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFQ, the Proposer must immediately notify the Procurement Manager and request modification or clarification of the RFQ document. All questions will be recorded by WHEDA. All questions and answers will be provided per Section 3.4, Communication with Proposers.

3.7. Incurring Costs

WHEDA is not liable for any cost incurred by a Proposer for responding to this RFQ.

3.8. Contact with WHEDA

From the date of issuance of this RFQ until a notification of the roster of qualified firms is issued, all contacts with WHEDA regarding this RFQ 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.

3.9. News Releases

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

4. PROPOSAL ACCEPTANCE, VERIFICATION AND NOTIFICATION

4.1. Proposal Review, Verification and Acceptance

WHEDA shall review each Proposal to verify that it meets all specified requirements in this RFQ. Proposals that do not comply with instructions contained in this RFQ may be rejected by WHEDA/Lift Wisconsin.

WHEDA/Lift Wisconsin reserves the right to waive a particular specification if no Proposer meets that specification. GWOFF may request reports on a Proposer's financial stability. WHEDA/Lift Wisconsin may reject a Proposal if the Proposer is determined to have inadequate financial means to provide the required service and 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 WHEDA/Lift Wisconsin. WHEDA/Lift Wisconsin shall be the sole judge as to compliance with the instructions contained in this RFQ. Proposals shall be firm for up to three years. 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. Evaluation Criteria

The Proposals shall be evaluated using the following criteria:

- A. Mandatory Requirements (Section 5.1)
- B. Qualifications (Section 5.2)

A Proposal must meet Mandatory Requirements prior to having its organization capabilities, attorney qualifications, expertise and cost evaluated. WHEDA, in its sole discretion, shall use the results of the committee's evaluation to establish a roster of qualified law firms by area of expertise.

4.3 Minority-Owned and Disabled Veteran-Owned Business Enterprises

Qualified DOA-certified MBE Proposers and qualified DOA-certified DVB Proposers are encouraged to submit their Qualifications and will be strongly considered for underwriting services. All DOA certifications must be provided by the Department of Administration under Chapter 16 of the Wisconsin Statutes and listed under <https://wisdp.wi.gov/>. Any firm that wishes to be certified by the State as a minority- or disabled veteran-owned underwriting firm may directly contact the Department of Administration, Division of Enterprise Operations at (608) 267-9550 or WiSDPWebApplication@wisconsin.gov.

Proposers who have MBE and/or DVB DOA certification(s) are required to check the corresponding box(es) on the RFQ cover page.

4.4. Right to Reject Proposals and Negotiate Contract Terms

WHEDA/Lift Wisconsin reserves the right to reject any and all Proposals. WHEDA/Lift Wisconsin may negotiate the terms of the Contract, including the cost amount, with the selected Proposer prior to entering into a Contract. If Contract negotiations cannot be concluded successfully with any one Proposer, WHEDA/Lift Wisconsin may negotiate a Contract with any other Proposer.

4.5. Notification of Roster

All Proposers who respond to this RFQ shall be notified in writing of WHEDA's established roster of qualified firms as a result of this RFQ.

5. MANDATORY, GENERAL AND TECHNICAL REQUIREMENTS

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

5.1. Mandatory Requirements

- **Suspension/Disbarment.** Neither the Proposer nor any party that would provide services to or represent WHEDA/Lift Wisconsin may be presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility by any Federal department or agency;

except as provided in a written explanation that accompanies this document, no attorney who would provide services to WHEDA may presently have a suspended or revoked license to practice law.

- **Code of Ethics Disclosures.** The Proposer and any party who would provide services to or represent WHEDA shall submit with the Proposal the written disclosures required by the Code of Ethics. If for any reason this is not possible or practical, the Proposal shall provide an explanation for this and a description of the procedures the Proposer has undertaken to provide the disclosure information.

5.2. **Qualifications**

- Provide a description of the Proposer's business entity related to the services in this RFQ.
- Specifically, provide a description of the Proposer's track record writing and/or consulting for NMTC applications or related services.
- Include, where relevant how many successful and unsuccessful applications the Proposer has written or been a consultant/reader on.
- Where applicable, include non-NMTC experience that might be relevant to the services described in this RFQ.
- Provide resumes of the individual potentially performing services for LIFT and WHEDA.
- Provide a detailed description of the approach and timeline for each of the primary application writing process and the secondary review process.



**PROPOSER INFORMATION
NEW MARKETS TAX CREDIT APPLICATION SERVICES**

1. General Company Information

Proposing Company Name _____

CEO/President Name _____

Street Address _____

City _____ State _____ Zip + 4 _____

Company Website www. _____

2. Person to Contact for Questions Concerning this Bid

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 _____



**PROPOSER REFERENCES
NEW MARKETS TAX CREDIT APPLICATION SERVICES**

Proposer _____

Provide the company name, address, contact person, telephone number, email address and description for three (3) customers to which the Proposer 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 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 _____



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 (“WHEDA”).

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. WHEDA 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 WHEDA. 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 WHEDA. The Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of WHEDA and the permitted successors and assigns (if any) of the Contractor. This Agreement may be assigned by WHEDA to any successor-in-interest to WHEDA without notice to, or the consent of, Contractor.
3. **Code of Ethics and Travel Policy.** The Contractor shall adhere to WHEDA’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 WHEDA as required by the Code of Ethics.
4. **Confidentiality.** The Contractor acknowledges that all information, data, records and documents disclosed by WHEDA 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 WHEDA (“**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 WHEDA. If required to disclose the Confidential Information by legal process, the Contractor shall provide WHEDA with prompt notice so WHEDA 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 WHEDA to provide services relating to the Agreement without the written consent of WHEDA.
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 WHEDA, 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 WHEDA. 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 WHEDA.

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.

- a. 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.
- b. Pursuant to 2019 Wisconsin Executive Order 1, the Contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- c. Pursuant to Section 16.75(10p), of the Wisconsin Statutes., the Contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This subsection 11(c) applies to contracts valued \$100,000 or over.

12. Payment and Invoicing. WHEDA 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 WHEDA.

14. Promotional Advertising and News Releases. Reference to or use of WHEDA, its officers or employees for commercial promotion is prohibited. News releases pertaining to the Agreement shall not be made without prior approval of WHEDA.

15. Public Records. With certain exceptions, all records of WHEDA, including records relating to the Agreement, shall be open to the public. Contractors' records produced or collected under, or in relation to, the Agreement shall also be open to the public to the same extent as if such records were maintained by the Authority pursuant to Wis. Stat. § 19.36(3).

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. WHEDA 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 WHEDA 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 WHEDA of any default shall constitute a waiver of any other default or of the same default on a future occasion.
18. **Taxes.** WHEDA is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases. WHEDA may be subject to other states' taxes on its purchases in that state depending on the laws of that state.
19. **Termination.** WHEDA may terminate the Agreement upon written notification to the Contractor. Upon termination of the Agreement, the Contractor will return to WHEDA all documents, financial statements or any other materials which it has received from WHEDA in the course of providing the services; the Contractor will deliver to WHEDA 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 WHEDA, for a period of sixty (60) days. However, the Contractor must give WHEDA 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 WHEDA, 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.
21. **Gramm-Leach-Bliley Act.** If as part of the Agreement, the Contractor receives from WHEDA or otherwise obtains any "nonpublic personal information" as defined by the Gramm-Leach-Bliley Act ("**Personal Information**"), the following provisions shall apply:
 - a. The Contractor shall safeguard and retain in confidence all Personal Information, and shall not publish, disclose or otherwise disseminate such Personal Information, or allow any third party to gain access to such Personal Information, without the prior written consent of WHEDA or except as necessary in the performance of services under the Agreement. The Contractor shall only disclose Personal Information to its employees or agents who have a legitimate need to know such Personal Information for purposes of performing the service of the Contractor for WHEDA under the Agreement.
 - b. The Contractor shall properly safeguard and dispose of all Personal Information. The Contractor agrees to institute appropriate internal procedures and controls, and to also conduct periodic employee training and other management oversight activities in order to assure that employees understand the requirements contained herein and are cognizant of the need to strictly comply with all of these measures.
 - c. In the event the Contractor has a breach in its systems, processes and/or procedures which results in unauthorized access to Personal Information, the Contractor will immediately notify WHEDA. The Contractor, in conjunction with WHEDA, will take the appropriate actions, including but not limited to notifying potentially affected customers, in accordance with all applicable rules and regulations.

**CODE OF ETHICS FOR PAID CONSULTANTS OF THE WISCONSIN
HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY**

March 1, 2006

I. Declaration of policy. In keeping with the tenets of a free and open government, a code of ethics to guide Consultants will help them avoid material conflicts of interest while ensuring that the Authority gives all persons equal opportunity to act as a Consultant. A code of ethics will also guide the Authority in selecting and working with Consultants, recognizing private pecuniary interests, and not depriving Consultants of their rights to enter into other contracts or employment which do not conflict with the Consultant's Position with the Authority.

II. Definitions. In this code:

A. Anything of Value: any money or property, favor, service, payment, advance, forbearance, loan or promise of future employment, but does not include compensation and expenses paid by the Authority, or hospitality extended for a purpose unrelated to Authority business.

B. Authority: the Wisconsin Housing and Economic Development Authority or any successor.

C. Consultant: (a) any person or Organization which is engaged to provide professional or technical advice, assistance or opinions for compensation; or (b) any person who is not an employee of the Authority but who is engaged to provide professional or technical advice, assistance or opinions for compensation, whether such compensation is given directly to the person or to any Organization which employs the person.

D. Department: means the Legislature, the University of Wisconsin System any authority or public corporation created and regulated by an act of the Legislature and any office, department, independent agency or legislative service agency created under Chapter 13, 14, or 15 of the Wisconsin Statutes, and vocational, technical and adult education district or any constitutional office including a judicial office.

E. Immediate Family: any person's parents, siblings, spouse, children and grandchildren.

F. Organization: any corporation, partnership, proprietorship, firm, enterprise, franchise, association, trust or other legal entity other than an individual.

G. Position: the position of a Consultant in relation to the Authority which results from the Consultant's contract with the Authority.

III. Standards of Conduct.

A. Except as provided for by contract with the Authority, no Consultant may use or attempt to use his/her position to obtain gain or Anything of Value for anyone. No Consultant may use or attempt to use his/her position to influence or gain, for anyone, unlawful benefits, advantages or privileges. This section is not intended to preclude,

upon prior written approval, the listing of the Authority as a reference, or the inclusion of the Authority in a list of the Consultant's representative clients.

B. No Consultant may solicit or accept, directly or indirectly, Anything of Value if it could reasonably be expected to influence an official's action or inaction or could reasonably be considered a reward for any action or inaction.

C. No Consultant may intentionally use or disclose confidential information which could result in the receipt of Anything of Value for the Consultant, a member of his/her Immediate Family, or an Organization with which he/she is associated.

D. No Consultant may represent a person or Organization for compensation before the Authority, except as permitted by the Authority after receiving full disclosure of the nature of the Consultant's relationship with the person or Organization.

E. No Consultant may represent, in connection with any proceeding, application, contract, claim, or charge which was under the Consultant's responsibility or he/she was personally and substantially involved with in the twelve months prior to ceasing to be a Consultant, for compensation, any person or Organization before the Authority within twelve months after leaving the Department.

F. All Consultants' contracts shall provide that if the Consultant or former Consultant has failed to adhere to the provisions of this code of ethics, and if the Authority determines such failure to adhere to the code of ethics involves a material conflict of interest, the contract may be declared to be void by the Authority and any amounts paid under the contact may be recovered by the Authority.

IV Disclosure

A. Consultants shall include within each proposal a written statement that discloses and provides relevant information on each of the following matters which are known to the Consultant or could reasonably be expected to be known to the Consultant:

1. A member or an employee of the Authority, or his/her Immediate Family, or a Consultant owns or controls directly or indirectly any equity in, or is associated with, the Consultant;

2. The Consultant currently employs, or has offered to employ, any person who is or has been a member or management level employee of the Authority within the twelve-month period preceding the date of the proposal;

3. The Consultant, or any of its employees, provides services for compensation to, or anticipates providing services for compensation during the term of the contract to, a member or employee of the Authority, any Organization with which a member or employee of the Authority is associated, a person or Organization indebted to the Authority, or a person who or Organization which has, within the twelve month period preceding the proposal, received a loan or grant from the Authority; and

4. The names of those professionals within a Consultant's Organization who have responsibility for and direct contact with the Authority regarding

its bonds or notes, who in addition to, own notes or bonds which have been issued by the Authority.

B. If none of the above matters exist, the Consultant shall state so in writing.

C. The Authority shall review the statement and provide in writing, only if the information disclosed under sub. A interferes with fair competition among Consultants, or proves that awarding the contract to the Consultant is not in the best interests of the Authority.

D. Unless otherwise exempted pursuant to sub. E, all contracts shall incorporate this Code of Ethics and shall provide that if a Consultant has failed to disclose any matters described above, and if the Authority determines such failure to disclose involves a material conflict of interest, the Consultant's contract may be declared to be void by the Authority and any amounts paid under the contract may be recovered by the Authority. All contracts shall also require a Consultant to advise the Authority of any changes in the information provided in sub. A which occur during the contract period.

E. No disclosure under sub. A or section III, D, is required if (a) state or federal law prohibits the disclosure, or (b) it is improper under administrative rules or recognized professional code of the Department which is responsible for regulating or licensing the occupational group of which the Consultant is a member.

V. Action Upon Conflict

A. Any Consultant who, in the discharge of Consultant duties, is involved in any matter that could result in a material conflict of interest on the Consultant's part shall:

1. Prepare a written statement describing such matter and the nature of the possible conflict of interest;
2. Deliver a copy of the statement to the Authority's Executive Director; and
3. Take no further action with regard to such matter except in accordance with advice from the Authority's Executive Director.

B. A Consultant who disagrees with the advice of the Executive Director given under sub. A. 1. may bring the matter for review before the members of the Authority.

WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

TRAVEL POLICY FOR CONSULTANTS

(Based on current Wisconsin Uniform Travel Schedule Amounts)

The Wisconsin Housing and Economic Development Authority (the "Authority") is required by law, §234.02(3m)(b), Wisconsin Statutes, to adhere to the State of Wisconsin Uniform Travel Schedule. All consultants to the Authority must keep their expenditures, while on travel status, within those guidelines. This document provides basic details concerning travel policies and sets out administrative procedures to implement them.

The Authority will not approve payment for any travel expense which exceeds the maximum Uniform Travel Schedule Amount, except in unusual circumstances when accompanied by a receipt and a full explanation of the reasonableness of such expense. An "unusual circumstance" is defined as being outside the control of the consultant. An expense which exceeds a travel maximum is reasonable only when unavoidable additional expenses would be incurred by trying to adhere to the specified travel maximum.

Lodging

The maximum lodging rate for in-state travel is \$82 per night as of July 1, 2015, excluding sales and/or room taxes. The maximum lodging rate is \$90 per night for Milwaukee, Racine, and Waukesha counties.

The choice of lodging will be based on cost, with consideration given to accessibility in conducting business. Written justification is required whenever the maximum room allowance is exceeded.

All lodging expenses must be supported by a copy of the original receipt. Reimbursement will be made only at the single-room rate which must be shown on the receipt.

Meals

The maximum meal reimbursement rates, including tax and tip are (maximum reimbursable tip is 15%):

	In-State	Out-of-State
Breakfast	\$8.00	\$10.00
Lunch	\$10.00	\$15.00
Dinner	\$20.00	\$25.00

Reimbursement for meals will be made when it is necessary to be away from Madison or the consultant's permanent domicile on Authority business as follows:

<u>Departure Time</u>	<u>Return Time</u>	<u>Reimbursable Meals</u>
Before 6:00 a.m.	Before 2:30 p.m.	Breakfast
Before 6:00 a.m.	After 7:00 p.m.	Breakfast, Lunch, Dinner
Before 10:30 a.m.	After 2:30 p.m.	Lunch
After 2:30 p.m.	After 7:00 p.m.	Dinner
After 7:00 p.m.	N/A	None

Original, itemized receipts are required for all meals. Receipts and written justification are required for an unusual cost that exceeds the maximum allowance.

No reimbursement will be made for the cost of alcoholic beverages.

Air Travel

Reimbursement for commercial air travel will generally be limited to the lowest coach fare available at the time reservations for air travel are made.

Taxis and Airport Limousine

Reasonable charges for taxis and airport limousines, including tips of up to 15% are reimbursable when other modes of travel are not available or practical. Receipts are required for any one way fare that exceeds \$25.

Bus

Bus travel is recommended when traveling within Madison or between Madison and Milwaukee or Chicago. Receipts are required for reimbursement.

Telephone

Reimbursement will be made for business calls.

Personal calls are not reimbursable, except when the consultant's schedule is altered by a geographical location change. One call shall be reimbursed up to \$5.00 per call for each such required change. Such reimbursement shall also be allowed if a travel agenda must be extended by more than one hour.

Automobile Travel

Traffic citations, parking tickets and other traffic violation expenses when traveling on the Authority business are the consultant's responsibility.

Costs for parking and tolls when on travel status will be reimbursed.

1. Personal Vehicle

Reimbursement for the use of a personal automobile for business mileage will be 51 cents per mile.

2. Commercial Rental Vehicles

When commercial transportation is used to arrive at a destination and ground transportation is required at the destination, reimbursement for the cost of a rental car will be provided if:

- a. Written justification is provided indicating that such rental was the most time- and cost-efficient means of transportation available in the situation. The primary State vendor is Enterprise Rent-a-Car.
- b. An economy model was rented or the non-availability of this size automobile is documented.

Insurance

The consultant will be responsible for providing the Authority a Certificate of Insurance necessary to perform the contracted services.

All consultants must provide proof of insurance prior to operating their personal vehicle on Authority business.