


<p style="text-align: center;">REQUEST FOR QUALIFICATIONS</p> <p style="text-align: center;">BOND COUNSEL SERVICES</p> <p style="text-align: center;">THIS IS NOT AN ORDER</p>								
<p style="text-align: center;">Qualifications Due Date</p> <p style="text-align: center;">July 22, 2026, 2:00 p.m. CDT</p>	<p style="text-align: center;">All questions relating to this Request For Qualifications must be submitted in writing to: Procurement Manager 908 E Main St, Suite 501 Madison, Wisconsin 53703 procurement@wheda.com</p>							
<p style="text-align: center;">Calendar of Events</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">July 1, 2026</td> <td style="width: 50%; border: none;">RFQ Issuance</td> </tr> <tr> <td style="border: none;">July 8, 2026, 2:00 p.m. CDT</td> <td style="border: none;">Deadline for Submitting Written Questions</td> </tr> <tr> <td style="border: none;">July 22, 2026, 2:00 p.m. CDT</td> <td style="border: none;">Qualifications Due Date</td> </tr> </table>			July 1, 2026	RFQ Issuance	July 8, 2026, 2:00 p.m. CDT	Deadline for Submitting Written Questions	July 22, 2026, 2:00 p.m. CDT	Qualifications Due Date
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July 8, 2026, 2:00 p.m. CDT	Deadline for Submitting Written Questions							
July 22, 2026, 2:00 p.m. CDT	Qualifications Due Date							
<p>Proposer Name and Address (must be completed)</p>								
<p>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/.</p>								
<p>MINORITY-OWNED BUSINESS ENTERPRISE (MBE).</p> <p><input type="checkbox"/> DOA-Certified MBE under Chapter 16, WI Statutes. <input type="checkbox"/> Over 50% minority ownership and not DOA certified.</p>								
<p>DISABLED VETERAN-OWNED BUSINESS (DVB).</p> <p><input type="checkbox"/> DOA-Certified DVB under Chapter 16, WI Statutes. <input type="checkbox"/> Over 50% disabled-veteran ownership and not DOA certified.</p>								
<p>WOMAN-OWNED BUSINESS ENTERPRISE (WBE).</p> <p><input type="checkbox"/> DOA-Certified WBE under Chapter 16, WI Statutes. <input type="checkbox"/> Over 50% woman ownership and not DOA certified.</p>								
<p>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.</p> <p>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.</p> <p>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.</p>								
<p>Name of Authorized Company Representative (Type or Print)</p>	<p>Title</p>	<p>Date</p>						
<p>Signature of Authorized Company Representative Named Above</p>	<p>Phone</p>	<p>Email</p>						

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 Cost Sheet provided with the RFQ. Make sure your prices and calculations are accurate. Do not alter the format of the Cost Sheet.
- 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 and send an email to procurement@wheda.com to include the following attachments combined as one document, preferably in PDF format.
 1. **Signed Request for Qualifications Sheet** (RFQ cover page)
 2. **Proposer Information Form** (Attachment 1)
 3. **Proposer Reference Form** (Attachment 2)
 4. **Narrative Response** excluding the cost sheet (see Section 5 for details)
- Prepare **Cost Sheet** (Attachment 3) as a PDF file (if applicable).

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.

1. INTRODUCTION

1.1. Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit proposals from interested and qualified attorneys to serve as bond counsel or co-bond counsel to the Wisconsin Housing and Economic Development Authority (the “Authority”). Selected firms may be engaged in connection with the issuance of bonds or notes and, from time to time, other instruments used by the Authority, including lines of credit, remarketing agreements, liquidity facilities, swap agreements and rate caps. Selected firms may also be engaged related to replacement refunding, economic refunding, tax-exempt compliance and other related topics.

Since 2022, the Authority implemented a co-bond counsel structure for its multifamily and single-family debt issuances. Under this approach, engagements include both a lead co-bond counsel and a secondary co-bond counsel. The primary objective of this structure is to expand opportunities for MBE, DVB, and WBE firms to develop expertise in the municipal housing sector.

The Authority intends to use the results of this RFQ to establish a roster of qualified firms that may be called upon. WHEDA is open to different options, but may continue with the co-bond counsel structure described above for most bond issues. The Authority, in its sole discretion, will determine which firm or firms to engage for any particular assignment.

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 Members. The Authority’s Executive Director is appointed by the Governor. 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 March 31, 2026, the Authority had 210 employees, an operating budget of \$35.9 million, and \$4.8 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.

For more information about the Authority, including the Authority’s 2025 audited financial statements, please visit www.wheda.com.

1.3. Authority Bonding Programs

- A. Housing Revenue Bonds (Multifamily). The Housing Revenue Bond (“HRB”) Program is the Authority’s oldest; the general resolution for the bonds was first adopted in 1974 has been used to finance multifamily development. A description of the Authority’s HRB program may be found in the most recent official statement for its \$115,115,000 Housing Revenue Bonds, dated October 21, 2025 (base CUSIP 976904).
- B. Multifamily Housing (“Stand Alone”) Bonds. The Authority created resolutions in 2006 and 2010 to issue bonds for individual developments. The collateral pledge for these bonds varies. These bonds may be structured as public offerings or private placements. The most recent official statement for a stand alone issue that includes the Authority’s general obligation pledge is the Authority’s \$10,500,000 Multifamily Housing Bonds, dated June 21, 2016 (base CUSIP 97689R). An example pass-through conduit financing may be found in the official statement for the Authority’s \$37,590,000 Multifamily Housing Bonds (The Intersect Project), dated July 2, 2024 (base CUSIP 97689R).

- C. Home Ownership Revenue Bonds (Single Family). Bonds issued to finance single family home purchases are issued under a 1987, 1988 or 2009 General Resolution. The 1987 and 1988 General Resolutions include whole loans and mortgage-backed securities as collateral and the third is collateralized by only mortgage-backed securities. A description of the Authority's Home Ownership program may be found in the most recent official statement for its \$195,000,000 Home Ownership Revenue Bonds, dated February 12, 2026 (base CUSIP 97689Q).
- D. Related Agreements. On occasion, the Authority relies on advice from bond counsel in connection with the replacement or renegotiation of agreements to support bond issues, such as standby bond purchase agreements or remarketing agreements

1.4. Scope

The Authority seeks proposals to provide it with customary bond counsel and other services, including, without limitation, the following.

- Preparing and reviewing of documents necessary or appropriate to the authorization, issuance, sale, and delivery of the bonds, and coordination of the authorization and execution of these documents. This may include preliminary offering documents, final offering documents, indentures, resolutions, bond purchase agreements, authorization letters, continuing disclosure documents and other required notices.
- Reviewing, negotiating or preparing other contracts related to bond issuance, which may include bond insurance policies, insurance agreements, reimbursement agreements, premium letters, no arbitrage certificates, letters to the trustee, issuer letters of representation to The Depository Trust Company, swap agreements, liquidity facilities, credit agreements, remarketing agreements, direct purchase contracts, and other documents and agreements customarily required in the issuance of bonds.
- Rendering the approving opinion regarding the validity and binding effect of the bonds and the source of payment and security for the bonds;
- Rendering the tax opinion regarding the excludability of the interest on the bonds from gross income for federal and, if applicable, Wisconsin income tax purposes;
- Drafting certificates as to matters of fact, but not including legal conclusions or opinions, from Authority Members or employees;
- Interpreting and applying the IRS rules and regulations to the bond yield and mortgage yield calculations;
- Closing of lines of credit;
- Reviewing legal issues relating to the structure of the bond issue;
- Assisting the Authority in presenting information to bond rating organizations and credit enhancement providers relating to legal issues affecting the issuance of the bonds;
- Coordinating with other Authority counsel (internal or external) on bond issues in conjunction with specific and simultaneous loan closings financed with the proceeds of the bond issue;
- Preparing and distributing the electronic bond transcripts;
- Post-closing activities such as responding to IRS examinations, reviewing and performing rebate calculations, and preparing continuing disclosure documents;
- Providing other bond-related legal services and responding to miscellaneous questions upon request; and
- Providing non-bond related legal services upon request.

1.5. 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. **“Authority”** means the Wisconsin Housing and Economic Development Authority.
- B. **“Calendar of Events”** means the official schedule of events, and deadlines shown on the cover page of this RFQ.
- C. **“Contract”** means a contract entered into between the Authority and a successful Proposer resulting from the selection of its Qualifications.
- D. **“Contractor”** means a Proposer that is awarded a Contract under this RFQ.
- E. **“Cost Sheet”** means a sheet containing pricing information for all costs for furnishing the services as set forth in this RFQ.
- F. **“DVB”** means a Disabled Veteran-Owned Business (DVB) certified by the Department of Administration under Chapter 16, Wisconsin Statutes.
- G. **“Interested Proposer”** means any individual, company, corporation or other entity identified by the Procurement Manager as potentially interested in this RFQ or that notifies the Procurement Manager of its interest in or intent to respond to this RFQ.
- H. **“MBE”** means a Minority-Owned Business Enterprise (MBE) certified by the Department of Administration under Chapter 16, Wisconsin Statutes.
- I. **“Procurement Manager”** means the person who has been designated by the Authority to manage this RFQ. All communications with the Procurement Manager shall be through electronic mail addressed to procurement@wheda.com.
- J. **“Qualifications”** means the complete response from a Proposer, including all required documentation described in this RFQ.
- K. **“Proposer”** means the individual, company, corporation or other entity that responds to this RFQ.
- L. **“Request for Qualifications” or “RFQ”** means this document including appendices, addenda, revisions and/or attachments.
- M. **“WBE”** means a Woman-Owned Business Enterprise (WBE) certified by the Department of Administration under Chapter 16, Wisconsin Statutes.

2. CONTRACT INFORMATION

2.1. Contract Term

The Authority will enter into Contracts(s) with qualified firms as needed, in the Authority's discretion.

The Authority will use the RFQ results for up to five years (Calendar years 2027 through 2031). The qualified list of firms may be extended for up to two one-year periods at the Authority's option with mutual consent.

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 Qualifications or Contract award.

3. PROCEDURES AND INSTRUCTIONS

3.1. Reasonable Accommodations

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

3.2. Qualifications Contents and Delivery Requirements

Proposers shall submit

- A. A PDF file of its Qualifications, with all required Attachments, but excluding the Cost Sheet
- B. A PDF file of its Cost Sheet (if proposing to serve as bond counsel or lead co-bond counsel)

by the Qualifications Due Date found in the Calendar of Events via email to:

Procurement Manager

procurement@wheda.com

All Qualifications must include the name of the RFQ in the email subject line and include the above listed Qualifications content as attachments.

In addition, all emailed Qualifications must also include the following information in the body of the email.

- Proposer's name and address
- Request for Qualifications title (See upper left-hand box of RFQ cover page)
- Qualifications due date (See upper left-hand box of RFQ cover page and Calendar of Events)

Qualifications must be received at the procurement email address indicated above on or before the date and time Qualifications are due. Late Qualifications will be rejected. Qualifications sent to an email address different from that stated above or otherwise not received for any reason will be rejected. Proposers are advised to submit Qualifications in advance of the deadline, as any failure of the email to be timely received shall be rejected.

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 the Authority finds it necessary to change any of these dates and/or 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 Manager will send written notification via email to all Identified Proposers and/or update the Authority's website at the Authority's discretion.

3.5. Format of Qualifications

Proposers responding to this RFQ must submit the following materials.

A. Signed Request for Qualifications Sheet: The Qualifications must include the signed Request for Qualifications sheet provided as the cover page of this RFQ package. A Qualifications submitted in response to this RFQ must be signed by the person in the Proposer's organization who is responsible for pricing decisions for the services offered in the Qualifications or by a person who has been authorized in writing to act as agent for the Proposer, and has the power to contractually bind the Proposer.

B. Proposer Information Form (Attachment 1)

C. Proposer Reference Form (Attachment 2)

D. Cost Sheet (Attachment 3): Provide the Cost Sheet as a PDF file separate from the Proposal package file. All costs for furnishing the services requested under this RFQ must be included on the Cost Sheet. Please refer to Section 6, Cost, for information on Proposal pricing and price adjustments.

E. Narrative Responses and Additional Information: Please refer to Section 5 (Mandatory, General and Technical Requirements).

F. Files containing

- A PDF file of the complete Qualifications, excluding the Cost Sheet
- A PDF file of the Cost Sheet (if proposing to serve as bond counsel or lead co-bond counsel)

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

3.6. Multiple Qualifications

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

3.7. Questions

Questions concerning this RFQ must be submitted in writing to the Procurement Manager via email sent to procurement@wheda.com 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 (including the Terms and Conditions) 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 via email sent to procurement@wheda.com and request clarification and/or modification of the RFQ. All questions and answers will be provided to all Proposers in accordance with Section 3.4, Communication with Proposers.

3.8. Incurring Costs

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

3.9. Contact with the Authority

From the date of issuance of this RFQ until a letter of intent to award a Contract is issued, all contacts with the Authority 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 on the Authority. Violation of this condition may be considered sufficient cause for rejection of a Qualifications, irrespective of any other considerations.

3.10. News Releases

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

4. QUALIFICATIONS ACCEPTANCE, VERIFICATION AND AWARD

4.1 Qualifications Opening

Qualifications will be accepted on or before the Qualifications due date and time specified in the Calendar of Events and will be distributed to the evaluation committee for review shortly thereafter.

4.2 Qualifications Review, Verification and Acceptance

The Authority shall review each Qualifications to verify that it meets all specified requirements in this RFQ. Qualifications that do not comply with instructions contained in this RFQ 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 Qualifications 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 Qualifications or accept or reject any part of a Qualifications if doing so is in the best interest of the Authority. The Authority shall be the sole judge as to compliance with the instructions contained in this RFQ. A Qualifications shall be deemed to be firm for acceptance for ninety (90) days from date of Qualifications opening unless otherwise noted. A Proposer may not modify its Qualifications after the Qualifications opening except to correct minor omissions or miscalculations as directed in writing by the Procurement Manager.

4.3 Minority-Owned and Disabled Veteran-Owned Business Enterprises

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/>. Proposers who have MBE and/or DVB DOA certification(s) are required to check the corresponding box(es) on the RFQ cover page to receive the cost preference. Proposers who hire a qualified DOA-certified MBE or a qualified DOA-certified DVB subcontractor are asked to specify this in their Qualifications.

4.4 Qualifications Review

Qualifications shall be reviewed by an evaluation committee. The committee may review references, require oral interviews/presentations and use the results of reference checks, interviews and presentations in evaluating the Qualifications submissions.

A Qualifications must meet Mandatory Requirements prior to accepting a bid. A Qualifications that receives less than the mandatory requirements shall be ineligible for further consideration.

4.5 Right to Reject Qualifications and Negotiate Contract Terms

The Authority reserves the right to reject any and all Qualifications. The Authority may negotiate the terms of the Contract, including the award amount, with the selected Proposer prior to entering into the Contract.

4.6 Notification of Intent to Award

All Proposers who respond to this RFQ shall be notified in writing of the Authority'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

- A. To be considered for the role of bond counsel or lead co-bond counsel, the firm and the proposed attorneys must have served as bond counsel or lead co-bond counsel to at least three State Housing Finance Agencies (HFAs) in each of the most recent three calendar years (2023, 2024, and 2025). An exception to this requirement could be made by the Authority, at its discretion, in the instance where a team of appropriately experienced attorneys switch firms.

5.2. Organizational Capabilities

- A. Provide a brief description of the Proposer's firm, including its areas of specialization, history, locations and organization.
- B. Describe the Proposer's qualifications to perform this engagement. Please include information about prior experience, specialized expertise, and resources that can be brought to this engagement. Also, include information related to any items from the list in Section 1.4 that the Proposer does not have experience in or does not perform. Detail the housing bond experience of the Proposer over the past three years (2023, 2024 and 2025).
- C. Provide examples of innovative transactions or opinions the Proposer was involved with, including the Proposer's role.
- D. Please describe current co-counsel relationships and the Proposer's ideal co-counsel partnership.

5.3. Attorney Qualifications

- A. Provide a resume for each attorney proposed to provide services under this RFP; each resume must include the education, other qualifications, background and related experience of the attorney.
- B. Describe the role and responsibilities for each attorney.
- C. Describe how responsibilities and work would be shared within the Proposer's firm.

6. COST

6.1. Qualifications 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 will result in rejection of the Proposal. Do not alter the format of the Cost Sheet.
- Unless documented in its Cost Sheet, a Proposer may not request a price increase during the initial five-year term of the Contract.
- Fee proposals must quote fees and expenses for each separate program, based on a rate per \$1,000 of bonds, with a maximum and minimum per bond issue.
- For any hourly work, which might include non-issue specific work, provide a schedule of individual attorney's and paralegal's hourly rates.
- Specify what out-of-pocket costs would be charged to the Authority and specify maximum charges per issue for specific types of expenses, such as preparation of transcripts.
- The Authority reserves the right to negotiate fees and costs, both in the original award(s) and subsequently. The lowest cost will not necessarily result in a Contract award.
- Fee proposals must quote fees and expenses for standby bond purchase agreements and remarketing agreements, with a maximum and minimum for each.

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Attachment 1
VENDOR INFORMATION

Bond Counsel

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 Proposal/Bid/Qualifications

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

Bond Counsel

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 Proposal/Bid/Qualifications.

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 _____



Proposer: _____

Role: Lead co-Bond Counsel
(Secondary co-Bond Counsel does not need to fill out this form)

	(A)	(B)	(C)
	Multifamily HRB	Single Family HORB	Multifamily Stand Alone
Fixed Rate Long-Term (millions)	\$ 39.970	\$ 112.970	\$ 37.590
Fixed Rate Construction Bonds	65.145	--	--
Fixed Rate PAC	--	47.030	--
Variable Rate Par	10.000	35.000	--
	<u>\$ 115.115</u>	<u>\$ 195.000</u>	<u>\$ 37.590</u>

Fee	(\$ / \$1,000)	(\$ / \$1,000)	(\$ / \$1,000)
(1) Total Bond Counsel Fee (\$ per bond)			
(2) Max Bond Counsel Fee (\$)			
(3) Min Bond Counsel Fee (\$)			

Expense	(\$)	(\$)	(\$)
(4) Disbursements			
(5) Per Series Fee			
(6) Other			

Directions for Proposers

- Provide Proposer name and values for items in rows (1) through (6) above.
- Lead co-Bond Counsel has historically received 70% of Total Bond Counsel fee. Proposer should provide Total Bond Counsel Fee based on the assumption that Secondary co-Bond Counsel will receive 30% of Total Bond Counsel Fee.
- Calculate average per bond Bond Counsel Fee based on actual debt issues as described below.
- Do not include pass through expenses for typical third party providers/services. Additionally, travel expenses will be reimbursed by WHEDA if and when on site visits are requested by WHEDA, so do not include.
- If applicable, ONLY include Other Expenses not listed above that are estimated to exceed \$5,000.
- Do not alter the format of the Cost Sheet.

- (A) \$115,115,000 WHEDA Housing Revenue Bonds, dated 10/21/2025 (CUSIP 976904)
- (B) \$195,000,000 WHEDA Home Ownership Revenue Bonds, dated 2/12/2026 (CUSIP 97689Q)
- (C) \$37,590,000 WHEDA MF Housing Bonds (The Intersect Project), dated 7/2/2024 (CUSIP 97689R)



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, 908 East Main Street, Suite 501, 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 \$98 per night as of November, 2023, excluding sales and/or room taxes. The maximum lodging rate is \$103 per night for Milwaukee, Racine, and Waukesha counties. The maximum lodging rates are intended to be inclusive of all fees (e.g., resort fee, wi-fi fee, communication fee).

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	\$10.00	\$11.00
Lunch	\$12.00	\$17.00
Dinner	\$23.00	\$27.00

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>
At or Before 6:00 a.m.	At or Before 2:30 p.m.	Breakfast
At or Before 6:00 a.m.	At or After 7:00 p.m.	Breakfast, Lunch, Dinner
At or Before 10:30 a.m.	At or After 2:30 p.m.	Lunch
At or After 2:30 p.m.	At or After 7:00 p.m.	Dinner
At or 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.

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. Receipts are required for claims that exceeds \$25.

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.