

REQUEST FOR PROPOSALS

ENTREPRENEURSHIP TRAINING IN THE CITY OF MILWAUKEE

THIS IS NOT AN ORDER



Proposals Due Date

December 21, 2021, 2:00 p.m. CT

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

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

Calendar of Events

December 2, 2021
December 9, 2021, 2:00 p.m. CT
December 21, 2021, 2:00 p.m. CT

RFP Issuance
Deadline for Submitting Written Questions
Proposals 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 Proposal complies with all terms, conditions and specifications of this RFP and any addenda, appendices or revisions thereto. If awarded a Contract, Proposer will comply with all terms of its Proposal and all terms, conditions and specifications of this RFP and any addenda or revisions thereto.

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

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

CHECKLIST FOR SUBMITTING A PROPOSAL

Understanding the Request for Proposals (RFP)

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

Completing Your Proposal

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

Submitting Your Proposal

- Prepare 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); and
 5. **Cost Sheet** (Attachment 3) as both a pdf file and an excel file.

If Your Proposal 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 Greater Wisconsin Opportunities Fund, Inc. (“**GWOF**”).
- 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 Proposals (RFP) is to provide interested parties with information needed to prepare and submit a Proposal for the following.

GWOF is seeking proposals for providing entrepreneurship training and development in the City of Milwaukee with a **focus on youth, low-income community (“LIC”) members and the City of Milwaukee.** GWOF has committed \$600,000 to contract for these services. The services provided can include any of the following:

1. Classes and training events geared at existing and potential entrepreneurs;
2. One-on-one entrepreneurship counseling;
3. Financing proof-of-concept business plans;
4. Providing financial counseling for start-up businesses; or
5. Any other service that is demonstrated to support entrepreneurship development.

All costs related to providing these services could be reimbursed. Examples of eligible costs would include staff and contractor compensation, office/venue rental and the costs of providing financial resources to entrepreneurs. **The maximum individual contract amount is \$200,000 so cost proposals should be prepared accordingly.**

Preference will be given for providing services to youth (18yrs old or younger) and LIC members.

GWOF is seeking responses from entities with experience and successful track records in providing entrepreneurship training/development. Start-up entities can apply as long as the parties comprising the start-up can document entrepreneurship training/development experience and successful track records. **Organizations that are represented on the GWOF Board are not eligible to apply.**

GWOF intends to use the results of this process to award one or more Contracts to provide the products and/or services described in this RFP.

1.2. Greater Wisconsin Opportunities Fund

GWOF is a collaboration of the Wisconsin Housing and Economic Development Authority and seven Wisconsin Community Development Financial Institutions (“CDFIs”). GWOF is a Community Development Entity (“CDE”) that has received \$160 million in New Markets Tax Credit allocations in three awards. The mission of GWOF is to promote investment and community development in underserved communities in Wisconsin.

1.3. Definitions

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

- A. **“Calendar of Events”** means the official schedule of events, and deadlines shown on the cover page of this RFP.
- B. **“Contract”** means a contract entered into between GWOF and a successful Proposer resulting from the selection of its Proposal.
- C. **“Contractor”** means a Proposer that is awarded a Contract under this RFP.
- D. **“DVB”** means a Disabled Veteran-Owned Business (DVB) certified by the Department of Administration under Chapter 16, Wisconsin Statutes.
- E. **“Entrepreneurship”** means the activities related to starting and/or running a business enterprise. These activities include the accounting, financing, marketing, and management activities of a

business enterprise.

- F. **“GWOFF”** means the Greater Wisconsin Opportunities Fund, Inc.
- G. **“Highest Scoring Proposer”** means the Proposer that meets the conditions and specifications of this RFP and whose Proposal receives the highest number of points through the evaluation process described in this RFP.
- H. **“Interested Proposer”** means any individual, company, corporation or other entity identified by the Procurement Manager as potentially interested in this RFP or that notifies the Procurement Manager of its interest in or intent to respond to this RFP.
- I. **“MBE”** means a Minority-Owned Business Enterprise (MBE) certified by the Department of Administration under Chapter 16, Wisconsin Statutes.
- J. **“Procurement Manager”** means the person who has been designated by GWOFF to manage this RFP. All communications with the Procurement Manager shall be through electronic mail addressed to procurement@wheda.com.
- K. **“Proposal”** means the complete response from a Proposer, including all required documentation described in this RFP.
- L. **“Proposer”** means the individual, company, corporation or other entity that responds to this RFP.
- M. **“Request for Proposals” or “RFP”** means this document including appendices, addenda, revisions and/or attachments.
- N. **“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 Contract will be in effect for the period necessary to complete the work contracted for, with an initial maximum term of no longer than two years. The services must be provided and related expenses incurred within such two-year period.

2.2 Terms and Conditions

In addition to the terms, conditions and specifications contained in this RFP, this RFP and any resulting Contract(s) shall be governed by GWOFF’s Standard Terms and Conditions for Contractual Services (Attachment 4) (the **“Terms and Conditions”**), which includes GWOFF’s Code of Ethics for Consultants and Travel Policy for Consultants. This RFP and the awarded Proposer’s Proposal may, at GWOFF’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. GWOFF may reject a Proposal 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 Proposal. Failure of a successful Proposer to accept GWOFF’s Terms and Conditions as part of the contract or to propose alternative or additional language in its Proposal that is acceptable to GWOFF, will result in cancellation of the award.

3. PROCEDURES AND INSTRUCTIONS

3.1. Reasonable Accommodations

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

3.2. Proposal Contents and Delivery Requirements

Proposers shall submit:

- A. A pdf file of its Proposal, excluding the Cost Sheet;
- B. A pdf file of its Cost Sheet; and
- C. An excel file of its Cost Sheet

by the Proposal Due Date in the Calendar of Events to:

Procurement Manager
procurement@wheda.com

All emailed Proposals must include the following information in the email with the Proposal information attached:

- Proposer's name and address;
- Request for Proposals title (See upper left-hand box of RFP cover page); and
- Proposal(s) due date (See upper left-hand box of RFP cover page and Calendar of Events).

Proposals must be received at the procurement email address indicated above on or before the date and time Proposals are due. Late Proposals will be rejected. Proposals received at a different email address may be rejected.

3.3. Calendar of Events

The Calendar of Events provides important dates and times by which actions related to this RFP shall be completed. In the event that GWOF 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 RFP, or provide a record of questions and answers, the Procurement Manager will send written notification, via email and/or U.S. postal mail, in GWOF's discretion, to all Interested Proposers.

3.5. Format of Proposal

Proposers responding to this RFP must submit the following materials:

- A. Signed Request for Proposals Sheet:** The Proposal must include the signed Request for Proposals sheet provided as the cover page of this RFP package. A Proposal submitted in response to this RFP must be signed by the person in the Proposer's organization who is responsible for pricing decisions for the services offered in the Proposal or by a person who has been authorized in writing to act as such person's agent;
- 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 and as an excel file separate from the Proposal package file. All costs for furnishing the services requested under this RFP must be included on the Cost Sheet. Please refer to Section 6 (Cost) for information on Proposal pricing and price adjustments; and
- E. Narrative Responses and Additional Information:** Please refer to Section 5 (Mandatory, General and Technical Requirements) and Section 7 (Additional Information Requirements).

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

3.6. Multiple Proposals

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

3.7. Questions

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

3.8. Incurring Costs

GWOF is not liable for any cost incurred by a Proposer in responding to this RFP.

3.9. Contact with GWOF

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

3.10. News Releases

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

4. PROPOSAL ACCEPTANCE, VERIFICATION AND AWARD

4.1 Proposals Opening

Proposals will be opened on the Proposal due date and time specified in the Calendar of Events.

4.2 Proposal Review, Verification and Acceptance

GWOF shall review each Proposal to verify that it meets all specified requirements in this RFP. Proposals that do not comply with instructions contained in this RFP may be rejected by GWOF. GWOF reserves the right to waive a particular specification if no Proposer meets that specification. GWOF may request reports on a Proposer's financial stability. GWOF may reject a Proposal if the Proposer is determined to have inadequate financial means to provide the required service. GWOF retains the right to accept or reject any or all Proposals, or accept or reject any part of a Proposal if doing so is in the best interest of GWOF. GWOF shall be the sole judge as to compliance with the instructions contained in this RFP. A Proposal shall be deemed to be firm for acceptance for ninety (90) days from date of the Proposals opening unless otherwise noted. A Proposer may not modify its Proposal after the Proposals 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

Proposers will receive an additional 10 points on a 100-point scale if using a qualified DOA-certified MBE or a qualified DOA-certified DVB in a subcontractor role for at least 10% of the contracted work and fees, or will receive an additional 15 points on a 100-point scale if the proposer is a qualified DOA-certified MBE or a qualified DOA-certified DVB and will be completing all work required under the RFP. All DOA-certified MBEs and/or DOA-certified DVBs must be certified by the Department of Administration under

Chapter 16 of the Wisconsin Statutes and listed under <https://wisdp.wi.gov/>. Qualified Proposers who have MBE and/or DVB DOA certification(s) are required to check the corresponding box(es) on the RFP cover page to be considered for a point preference. Proposers who hire a qualified DOA-certified MBE or a qualified DOA-certified DVB subcontractor are asked to specify this in their Proposal.

4.4 Proposal Scoring

Proposals shall be reviewed by an evaluation committee (the “Committee”) and scored against the Evaluation Criteria stated in Section 4.5 (the “Evaluation Criteria”). The Committee may review references, require oral interviews/presentations and use the results of reference checks, interviews and presentations in scoring the Proposals.

4.5 Evaluation Criteria

The Proposals shall be scored using the following criteria:

A. Mandatory Requirements (Section 5.1)	n/a
B. Organization Capabilities (Section 5.2)	20
C. Staff Qualifications (Section 5.3)	20
D. Technical Requirements (Section 5.4)	40
E. Serving Youth Exclusively (Section 7.1)	10
F. Proposals Pricing (Section 6.1)	5
G. Leverage (Section 6.1)	5
TOTAL	100

A Proposal must meet Mandatory Requirements and receive at least 60 points for Evaluation Criteria B through E prior to having the Cost Sheet scored. A Proposal that receives less than the required number of points for these sections shall be ineligible for further consideration.

Please see Section 4.3 (Minority-Owned and Disabled Veteran-Owned Business Enterprises) for point preferences granted to qualified DOA-certified MBEs, to qualified DOA-certified DVBS and to Proposers who partner with qualified DOA-certified MBEs and qualified DOA-certified DVBS.

4.6 Method to Score Costs

Unless documented in its Cost Sheet, a Proposer may not request a price increase during the initial two-year term of the Contract.

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

$[(\text{Cost of the Proposal with the Lowest Cost}) / (\text{Cost of the Proposal Being Scored})] \times \text{Maximum Evaluation Points for Cost} = \text{Cost Score for the Proposal Being Scored.}$

Cost Score:

The Proposers total costs will be divided by the number of persons served. Then, 2,500 will be divided by that calculated number. The total cost score cannot exceed 5 pts.

Example: A Respondent proposal with \$100,000 total costs serving 100 persons would have the following score:

$(\text{Total Costs}/\text{persons served}) = \$100,000/100 = 1,000$, then 2,500 would be divided by 1,000 which would equal 2.5 pts for the cost score.

Leverage Score:

A Respondent can earn an additional maximum 5 points by getting matching financial commitments from other entities. The proposed ratio is scored as follows with a maximum score of 5 using the following

formula:

Proposed match ratio x 2.5 = Leverage Score.

Example: A proposed matching fund ratio of 1:1 is proposed.

1 x 2.5 = 2.5 pts Leverage Score

GWOF reserves the right to include penalties and clawback provisions for not meeting the proposed match leverages.

4.7 Best and Final Offer

GWOF shall compile the final scores of Evaluation Criteria B, C, D, F, and G for each Proposer. The award may be made in one of two ways:

- A. To the Highest Scoring Proposer based upon original Proposals; or
- B. The Highest Scoring Proposer or Proposers may be requested to submit best and final offers. Best and final offers will be evaluated against the Evaluation Criteria, scored and ranked. The award shall then be made to the Highest Scoring Proposer based on best and final offers. However, a Proposer should not expect that GWOF will request a best and final offer.

4.8 Right to Reject Proposals and Negotiate Contract Terms

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

4.9 Notification of Intent to Award

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

5. MANDATORY, GENERAL AND TECHNICAL REQUIREMENTS

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

5.1. Mandatory Requirements

The Proposer must meet all mandatory requirements to be considered for award.

- A. Proposer, or principals of Proposer, must demonstrate at least two years of experience providing entrepreneurship training/development services. Start-ups should document the experience of the principals of Proposer and/or contracted parties.
- B. Proposer must agree to GWOF's program reporting and compliance requirements. Information requirements will include detailed annual reporting as determined by GWOF. Examples of reporting items could include, number of youth served, number of LIC members served, number of start-ups developed by program participants, and matching funding documentation.
- C. Proposer must submit a proposed term sheet outlining the specific services to be provided and a corresponding detailed cost break-down.
- D. Proposer must be willing to provide a copy of the firm's most recent audited financial statements. If audited financial statements were not prepared, then reviewed financial statements will be acceptable. If the firm is a start-up/newly created fund, then the Proposer and its principals and general partners (as applicable) must be willing to provide personal financial statements upon request.

5.2. Organizational Capabilities

- A. Proposer should provide a brief description of the Proposer's: (a) history of the firm's involvement

in entrepreneurship training and/or financing; (b) the month and year the firm began these activities; (c) experience providing these services in the City of Milwaukee; and (d) any experience with governmental entrepreneurship training and/or loan/equity investment programs. For start-ups/newly created funds, please apply these criteria to the principal owners and general partners.

- B. Proposer should describe how their firm is legally organized, the year it was founded, and its ownership structure, including board governance. If there have been any changes to Proposer's structure within the last five years, please explain.
- C. Proposer should provide an organizational chart diagramming the relationship between the professional staff and all parent-subsidiary, affiliate or joint venture entities.
- D. Proposer should describe organization's staff number and other resources in the City of Milwaukee.
- E. Please note if the organization is externally audited and/or subject to regulatory or monitoring oversight by state and/or federal entities. If so, please document the findings of these audits or monitoring actions if applicable.

5.3. Staff Qualifications

- A. Provide the names and resumes for each staff person who will be assigned to work directly with GWOFF; each resume must include the qualifications, background and experience of the staff person.
- B. Provide a list of any subcontractors (individual or organizational) that the Proposer intends to use and the services the subcontractors will provide under this RFP and state whether any of the subcontracting firms are qualified DOA-certified MBEs and/or qualified DOA-certified DVBs. Proposers are not required to use subcontractors. However, no subcontractor may be used without GWOFF's written approval.
- C. If subcontractors are going to be used, please provide information on the track record and experience of the subcontractors for the services they will provide.

5.4. Technical Requirements

- A. Describe the Proposer's experience. Describe your experience providing financial counseling/entrepreneurship training in Milwaukee and specifically to: low-income communities, minority communities, youth, women, and minority-owned small businesses. Proposer should also provide appropriate reference information (for verification purposes).
- B. Describe the methods and techniques the Proposer would use to provide the services or products as described.
- C. Please answer the following precisely: Describe your experience providing financial counseling/entrepreneurship training in Milwaukee and specifically to: low-income communities, minority communities, youth, women, and minority-owned small businesses. Proposer should also provide appropriate reference information (for verification purposes).

6. COST

6.1. Proposals Pricing

The Proposer must complete the Cost Sheet (Attachment 3) following the instructions provided on the Cost Sheet. Failure to submit pricing as instructed in the Cost Sheet shall result in rejection of the qualifications. Include any payments to be made to any qualified DOA-certified MBE or DOA-certified DVB subcontractors performing work under this RFP in the Cost and Leverage Sheet. Do not alter the format of the Cost Sheet.

- A. Proposer must provide a budget with detailed documentation of all costs that are to be

reimbursed as part of the proposal. Also, Proposer must note how many persons it plans to serve with this funding.

- B. If applicable, Proposer must provide a detailed list of matching funds from other sources. Appropriate commitment letters or other documentation of these funding matches must be provided.

GWOF reserves the right to include penalties and clawback provisions for not abiding with the proposed budget and/or not receiving the matching funding.

6.2. Price Adjustments

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

7. Additional Requirements

7.1 Serving youth exclusively

_____ Check if your Proposal is to only serve youth 18 years old or younger.



Attachment 1
VENDOR INFORMATION

ENTREPRENEURSHIP TRAINING IN THE CITY OF MILWAUKEE

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**

ENTREPRENEURSHIP TRAINING IN THE CITY OF MILWAUKEE

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 _____

Attachment 3
COST AND LEVERAGE SHEET

RFP – Entrepreneurship Training in the City of Milwaukee

Proposer/Bidder _____

COST PROPOSAL:

Please provide a detailed budget of all the eligible costs that will be covered by the proposal. The total cost number from this budget should be used for the calculations below. Second, determine the number of persons that will receive qualifying services from your proposal. This is the number of persons served number to use in the calculations below. Please attach the budget and your cost score calculation to this sheet.

The Respondent will earn cost points according to the following formula:

Cost Score:

The Proposers total costs will be divided by the number of persons served. Then, 2,500 will be divided by that calculated number. The total cost score cannot exceed 5 pts.

Example: A Respondent proposal with \$100,000 total costs serving 100 persons would have the following score:

(Total Costs/persons served)=\$100,000/100= 1,000, then 2,500 would be divided by 1,000 which would equal 2.5 pts for the cost score.

Leverage Score:

A Respondent can earn an additional maximum 5 points by getting matching financial commitments from other entities. The proposed ratio is scored as follows with a maximum score of 5 using the following formula:

Proposed match ratio x 2.5 = Leverage Score.

Example: A proposed matching fund ratio of 1:1 is proposed.

1 x 2.5 =2.5 pts Leverage Score

GWOF reserves the right to include penalties and clawback provisions for not meeting the proposed match leverages.

GWOFF 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 Greater Wisconsin Opportunities Fund, Inc. (“GWOFF”).

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

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

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

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

- 11. Nondiscrimination.** The Contractor agrees not to discriminate against employee or applicant for employment on the basis of race, color, religion, national origin, sex, sexual preference, marital status, familial status, physical condition, developmental disability, age or any other basis prohibited by applicable law.
- 12. Payment and Invoicing.** GWOFF 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 GWOFF.
- 14. Promotional Advertising and News Releases.** Reference to or use of the Wisconsin Housing and Economic Development Authority ("WHEDA"), GWOFF, its officers or employees for commercial promotion is prohibited. News releases pertaining to the Agreement shall not be made without prior approval of GWOFF.
- 15. Public Records.** With certain exceptions, all records of WHEDA, and by extension, GWOFF, 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 WHEDA 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. GWOFF 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 GWOFF 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 GWOFF of any default shall constitute a waiver of any other default or of the same default on a future occasion.
- 18. Termination.** GWOFF may terminate the Agreement upon written notification to the Contractor. Upon termination of the Agreement, the Contractor will return to GWOFF all documents, financial statements or any other materials which it has received from GWOFF in the course of providing the services; the Contractor will deliver to GWOFF 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 GWOFF, for a period of sixty (60) days. However, the Contractor must give GWOFF thirty (30) day written notice of its intent to terminate and the right to cure amounts claimed as in arrears in the written notice.
- 19. 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 GWOFF, c/o 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 Agreement. 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.
- 20. Gramm-Leach-Bliley Act.** If as part of the Agreement, the Contractor receives from WHEDA or GWOFF, 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 GWOF 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 GWOF 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 GWOF. The Contractor, in conjunction with GWOF, 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 GREATER
WISCONSIN OPPORTUNITIES FUND, INC.**

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 GWOFF gives all persons equal opportunity to act as a Consultant. A code of ethics will also guide GWOFF 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 GWOFF.

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 GWOFF, or hospitality extended for a purpose unrelated to GWOFF business.

B. 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 GWOFF 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.

C. 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.

D. GWOFF: Greater Wisconsin Opportunities Fund, Inc.

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 GWOFF which results from the Consultant's contract with GWOFF.

III. Standards of Conduct.

A. Except as provided for by contract with GWOFF, 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 GWOFF as a reference, or the inclusion of GWOFF 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 GWOFF, except as permitted by GWOFF 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 GWOFF 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 GWOFF 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 GWOFF and any amounts paid under the contact may be recovered by GWOFF.

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 GWOFF, 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 GWOFF 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 GWOFF, any Organization with which a member or employee of GWOFF is associated, a person or Organization indebted to GWOFF, or a person who or Organization which has, within the twelve month period preceding the proposal, received a loan or grant from GWOFF; and

4. The names of those professionals within a Consultant's Organization who have responsibility for and direct contact with GWOFF regarding its bonds or notes, who in addition to, own notes or bonds which have been issued by GWOFF.

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

C. GWOFF 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 GWOFF.

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 GWOFF determines such failure to disclose involves a material conflict of interest, the Consultant's contract may be declared to be void by GWOFF and any amounts paid under the contract may be recovered by GWOFF. All contracts shall also require a Consultant to advise GWOFF 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 GWOFF's President; and

3. Take no further action with regard to such matter except in accordance with advice from GWOFF's President.

B. A Consultant who disagrees with the advice of the President given under sub. A. 1. may bring the matter for review before the members of the Wisconsin Housing and Economic Development Authority, the sole member of GWOFF.

GREATER WISCONSIN OPPORTUNITIES FUND, INC.

TRAVEL POLICY FOR CONSULTANTS

(Based on Wisconsin Uniform Travel Schedule Amounts)

March 1, 2016

As the Wisconsin Housing and Economic Development Authority is the sole member of Greater Wisconsin Opportunities Fund, Inc. ("GWOFF"), GWOFF is required by law, § 234.02(3m)(b), Wisconsin Statutes, to adhere to the State of Wisconsin Uniform Travel Schedule. All consultants to GWOFF 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.

GWOFF 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 GWOFF 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 GWOFF 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 GWOFF a Certificate of Insurance necessary to perform the contracted services.

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