

☞ **05hr_SC-JCEDCA_Misc_pt02a**



☞ **Variety of Topics (2005 pt.01)**

(FORM UPDATED: 08/11/2010)

**WISCONSIN STATE LEGISLATURE ...
PUBLIC HEARING - COMMITTEE RECORDS**

2005-06

(session year)

Senate

(Assembly, Senate or Joint)

**Committee on ... Job Creation, Economic
Development and Consumer Affairs (SC-JCEDCA)**

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
 - (**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
 - (**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

Vote Record ↗

Committee on Job Creation, Economic Development and Consumer Affairs

Date: 2/23/05

Moved by: DECKER

Seconded by: REYNOLDS

AB _____ SB _____ Clearinghouse Rule _____
 AJR _____ SJR _____ Appointment _____
 AR _____ SR _____ Other _____

for what?

A/S Amdt _____
 A/S Amdt _____ to A/S Amdt _____
 A/S Sub Amdt _____
 A/S Amdt _____ to A/S Sub Amdt _____
 A/S Amdt _____ to A/S Amdt _____ to A/S Sub Amdt _____

Be recommended for:
 Passage Adoption Confirmation Concurrence Indefinite Postponement
 Introduction Rejection Tabling Nonconcurrence

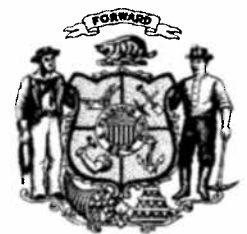
<u>Committee Member</u>	<u>Aye</u>	<u>No</u>	<u>Absent</u>	<u>Not Voting</u>
Senator Ted Kanavas, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senator David Zien	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senator Thomas Reynolds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senator Julie Lassa	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senator Russell Decker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Totals: _____

Motion Carried Motion Failed



WISCONSIN STATE LEGISLATURE



2/23/05

From register

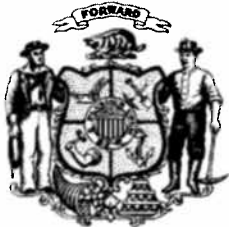
no in forward

all appts

Robert
D. [unclear]



WISCONSIN STATE LEGISLATURE



JOB CREATION, ECONOMIC DEVELOPMENT 2/23/05

* APPOINTMENTS

- 1) SEC. BUSALACOTTI - IN FAVOR OF STADIUM BLD.
+ BRADLEY CTR
- 2) LISA NEUBAUER
PARTNER @ FOLEY + LARDNER
MR. BORCA
ENTREPRENEUR SINCE HE LEFT COLLEGE
MR. STANB
PRESIDENT OF WEALTH MANAGEMENT

TEP - 2014 DEADLINE?

YES. + WHEN HAVE DECISION, PLEASE
SEND TO SENATE LEADERSHIP.

3) NEP BECHTOLD

a) PERRY ARMSTRONG

MICHAEL HART

- ATTORNEY

BILLY WILSON

PRO TX -

TEP - BRADLEY MODEL?

4.) KAREN SCOTT

5) LISA WESKICH

PROFESSIONAL SERVICES; FULL TIME REAL ESTATE

SB 52 - STABLE SALES

- TED TESTIFIED

FE * \$88 MILLION IF ALL COMPANIES
TOOK IT IN FIRST YEAR

JOAN HANSON + KEVIN HEAD

SUPPORT SB 52

KEVIN MENASITA CORP.

G. WANT OVER 100 JOBS -

- TAXES

SB 55 EDZ

LEIBERMAN NEW JOBS

TRX

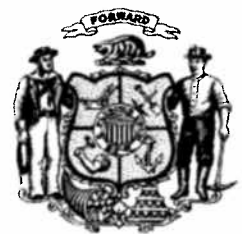
IN FINANCE - 2 ZONAS

- AARON - SUPPORT

HELPFUL



WISCONSIN STATE LEGISLATURE



Kanavas

- 3/31/05 - JOB CERTIFICATION COMMITTEE

① JIM WILLIAMS -

② SB 19 -

CITY STEPS -

ALMOST BUREAU

RESOLUTION - CAN BE REFERRED BY 2014

MSS ARTICLE

PACKETT WORKED WITH -

③ JIM WILLIAMS AGAINST

CONFIDENT THIS COULD HAPPEN

COUNCIL SAYS THIS WOULD CONSTITUTE A DEFAULT

UNDEVELOPED

MAY, 2014

TEP - FILING TO RESERVE FUNDS?

DECKER -

RESERVE VOTE
BY ELECTORS

Kanavas

WALSH:

DISSENTIASE REACTANT

RED: VIDEO, *

WALSH: SERVICES - WE KNOW THEY CAN PROVIDE
REGULATED SERVICES

CHORADUN - OWNERS ELECTED BY MEMBERS

~~WALSH~~ - HIGH LEVEL PLAYING FIELD

PSC - 2003

RURAL ~~WE~~ NEEDS THEM TO KEEP UP

CHORADUN - ^{WANT TO} COMPLETE OUTSIDE DISCREPANT

MEMBERSHIP IS THE KEY

CUSTOMERS OUTSIDE THE SERVICE ASKED
THEM TO OFFER THE SERVICE.

CHERBONN

- BAKER BEGGED THEM TO OFFER SERVICES

→ REQUEST TO FSC TO COMPETE ON
COOP TERRITORY

COMPETITORS - YOU BECOME THAT TO PROVIDE
COMPANIES

TAX STATUS / EXCLUSIVE TERRITORIES
MUST HAVE CAPITAL

CABLE ASSOCIATION

- OUTSIDE THEIR PROTECTED
TERRITORY

- EARNED ON A REGULATED

←
LISA - OTHER STATES?

Kanavas

Coops, if they compete they'll
have anxiety

- WE ELECTED COOP (DAN JENKINS)

- ED BLOKS FORMER FORMS

- DATE MARCH

CHERARDIN CASE

NOT MEMBERS OF THEIR COOPS

PROTECTING RATEPAYERS INTEREST

FALL OUT FROM CHERARDIN

~~WARRANT~~ - COOP ACCOUNTINGS
NOT THEIR MONEY

AG. FINED CHERARDIN

WE DON'T CARE IF THEY COMPETE

- PSC SAID YOU CAN'T GO THAT

Kanavas

SB 111 - PATRONAGE CAPITAL

~~Bank~~ - 1914

FRESE - SPRING GREEN EXAMPLE

CHARLES BERGER - NELSON TELEPHONE COOP
COOP

~~Good~~ ADN MEM WALLY TURK - DON'T SHOULD SUBSIDIZE

COMPETITIVE ADVANTAGE

RETAINED EARNINGS VS PATRONAGE CAPITAL

OPERATING MARGINES - TRADE ISSUE

TED: ILLEGAL TO CONTEST

MARKET SPACE

VIOLATE LAW

GIENZO: LLC ORGANIZE; PATRON'S MONEY BELONGS TO PATRONS

TED: COGS MONEY?
WHY SHOULD WE STOP THEM?

AT SOME PT. DOES THIS BECOME
COMPETING ADVANTAGE

JANUARY 15, 2004 - CHICAGO TEL CO
DOJ

PSC LIFE

BELL OPERATIONS

- PSC MARKET

COOP -

"CHICAGO" - BEST

ACCOUNTING

PERFORMANCE CAPAB

2005? WHY DO WE NEED COGS

BLITZ

Kanavas

R.J. PELLER UMC

UNDERMINES CONSUMER CHOICES IN THE
LONG RUN ✓

BACKMANN / KESTNER

- WHO ARE WE PROTECTING?

DADLEY / CATHOLIC SCHOOL BECAUSE OF
COCHRANE

PAVE LILL
CAVALLI

- COMPETITION - UC -

OUTSIDE OF TERRITORY

THEY HAVE VOICES

DAVE CARTER -

LOCAL FIRE DEPT. / POLICE DEPT.

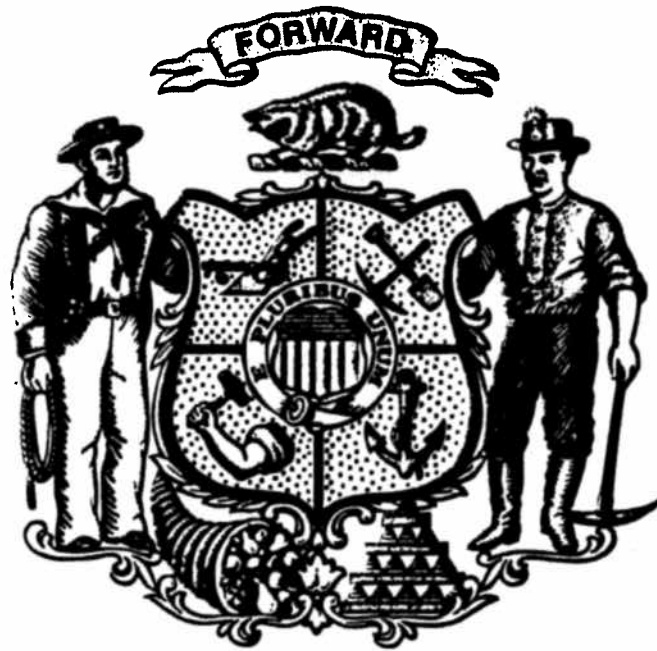
ROD OLSON VERBON CO. 911 FAX BELL
FRONTIER, COUNTRY TEL

Kanavas

- ① PART OF THE TOWN THAT'S BEING ANNEXED
- ② PROTECTION FOR THE TOWN
- ③ TOWN WOULD FORGET TO DO
- ④ OCTOBER 1ST DATE

IRIN CAMPBELL - TOWN OF MADISON

TOWN OF MADISON - BOUNDARY OF FUTURE PARCEL



Center on Wisconsin Strategy

UNIVERSITY OF WISCONSIN • 1180 OBSERVATORY DRIVE • MADISON, WI 53706 • TEL (608) 263-3889 • FAX (608) 262-9046



To reach writer directly: (608) 262-8794
email: mmayrl@cows.org

April 11, 2005

Senator Ted Kanavas
Committee on Job Creation, Economic Development, and Consumer Affairs
Rm 10 South State Capitol
P.O. Box 7882
Madison, WI 53708

Dear Senator Kanavas:

Tax incremental financing (TIF) is a crucial economic development tool for the state of Wisconsin, allowing municipalities to promote development within their city, village, or town. Reforms passed last year further expanded municipalities' capacity to use TIF, allowing both for more aggressive use of the economic development tool and also for its use to promote new types of development.

As the state seeks to encourage development and grow its tax base, however, it is equally important that TIF remain a tool that prioritizes redevelopment over the new greenfield development. I am attaching the executive summary to a new Center on Wisconsin Strategy (COWS) report on TIF, which explores three reforms aimed at refocusing Wisconsin's TIF program on urban redevelopment. The full report it's available on our website at: www.cows.org.

The reforms explored in this report would reduce the incentives for TIF's use in developing open land, better ensure that TIF is only used in cases where development would not have occurred without public assistance, add incentives for TIF projects that redevelop blighted areas or add manufacturing jobs, and provide funds to overlying tax districts during the repayment of TIF debts.

Also attached here is a commentary written for the Wisconsin State Journal that highlights one of the reforms proposed in the COWS report. Each year, thousands of acres of land classed agriculturally are included in TIF districts. Although this land is slated for development, base values in these TIF districts are set on the land's crop-growing potential, or 'use value'. These artificially low land values allow suburban and rural communities to develop plots of land far larger than urban areas with the help of TIF, accelerating the loss of Wisconsin's open land and making TIF a more powerful tool for greenfield development than urban infill projects.

I am contacting you office because you sit on one or several committees that have reviewed legislation pertaining to TIF in either the current, or past legislative sessions. It's my hope that this research will be of some use as you debate TIF-related legislation in the future. If you have any questions or comments about the report, please feel free to contact me at the phone number or email address listed above.

Sincerely,

Matthew Mayrl
Research Associate



**RFP - Internal Audit
Executive Summary**

Misc ?

The purpose of this RFP is to solicit competitive bids for internal audit services. This RFP will be made available to bidders on April 25, 2005.

Key Points:

- Three year contract (thru 6/30/08)
- Estimated Annual Expense - \$100,000 to \$115,000
- Includes Information Technology (IT) and Operational Internal Audit Projects
- MBEs are encouraged to respond as RFP is broken into the following segments:
 - Non-Information Technology Internal Audits
 - Operational Group Audits (e.g., Single Family and Multifamily Loan Servicing, Credit Related Processes and Asset Management Functions)
 - Service Group Audits (e.g., Payroll Processing, Disbursements and Grant Processes)
 - Authority Wide Standard/Policy Compliance Audits
 - Information Technology Internal Audits

If you have questions or comments related to the Internal Audit RFP, please contact:

Ron Kerr
608-266-5729
ron.kerr@wheda.com

**Internal Audit RFP
Distribution List**

- Jefferson Wells International
- Deloitte & Touche
- PricewaterhouseCoopers LLP
- KPMG Peat Marwick
- Ernst & Young
- Grant Thornton
- Wipfli, Ulrich & Betelson
- Kerber, Eck & Braeckel
- Virchow Krause & Co
- Reilly, Penner & Benton
- Wallschlaeger Associates
- Suby Von Haden & Associates
- McGladrey & Pullen
- -----
- Arndt Consulting
- Bits & Associates
- Coleman & Williams
- Cross Management Service
- Gladys R. Wilson & Associates
- Graciela Abuey Tax Consultant
- Grant Accounting Servies
- J. Thompson & Associates
- M.L. Thwarps & Associates
- Michael McGee
- SFS Group
- Tran Financial Network
- Williams CPA

These are vendors who are certified with the State of Wisconsin Department of Commerce as MBEs. They are listed under auditing services.

REQUEST FOR PROPOSAL ("RFP")

FOR

ISSUED BY:

WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

April 25, 2005

Proposals must be submitted no later than 3:00 p.m., CST

Thursday, May 12, 2005

For further information regarding this RFP contact

Ron Kerr at (608) 266-5729
ron.kerr@wheda.com

LATE PROPOSALS WILL BE REJECTED

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1.0 **Guidelines for Request for Proposals**

1.1 Introduction and Project Description

In 1972, the Wisconsin Legislature enacted legislation establishing the Authority as a public body corporate and politic to provide an adequate supply of housing for persons and families of low and moderate income. Chapter 234, Wisconsin Statutes, (the "Statute") authorizes the Authority, among other things, to (i) purchase mortgages and securities, the proceeds of which are utilized for the purpose of providing residential housing for occupancy by persons and families of low and moderate income, (ii) make or participate in the making of loans to eligible sponsors of housing developments for the construction or rehabilitation of housing, and (iii) make or participate in the making of long-term mortgage loans to eligible sponsors of housing developments and directly to persons and families of low and moderate income, in each case upon a determination by the Authority that construction loans or long-term mortgage loans are not otherwise available from private lenders upon reasonably equivalent terms and conditions. The Supreme Court of the State of Wisconsin has held that the legislation which established the Authority is a constitutional enactment evidencing both a public and statewide purpose. *State ex rel. Warren v. Nusbaum*, 59 Wis. 2d 391, 208 N.W. 2d 780 (1973). The Statute was amended in 1976 to permit the Authority to make or participate in making loans to banking institutions for the purpose of making long-term mortgage loans to, or to provide residential housing for, persons of low and moderate income. The Statute was amended in 1983 and in 1986 to permit the Authority to issue its negotiable bonds and notes to finance: (i) economic development projects and (ii) group homes and other housing with services and facilities for the elderly and disabled. The Statute was further amended in 1985 and subsequent years to permit the Authority to administer various State Guaranty Loan Programs.

The purpose of this request for proposals (RFP) issued by the Wisconsin Housing and Economic Development Authority (the "Authority") is to solicit competitive proposals from qualifying firms, to contract for internal audit services, including information technology audits, to conduct audits and reviews of the Authority's accounts and records in accordance with the specifications listed in Section 1.12. The firm or firms selected to perform each individual audit will work under the direction of the Authority's Controller or Finance Committee of the Board of Directors.

1.2 **Schedule for the Selection of Contractor**

The Authority has established the following schedule for selection of contractor:

RFP Release April 25, 2005

Proposals Due Thursday, May 12, 2005 (by 3:00 p.m., Central Standard Time)

Evaluations Completed and Contract Announcements Made June 24, 2005

Written Proposals in response to this RFP must be received no later than 3:00 p.m., Central Standard Time, May 12, 2005, at the following address:

Tamera Wourms
Wisconsin Housing and Economic Development Authority
201 West Washington Avenue, Suite 700
P.O. Box 1728
Madison, WI 53701-1728

The above schedule is subject to change upon written notice from the Authority. Schedule changes and/or other RFP revisions, including date, time and place changes, if any will be sent by written addendum to all firms to which the Authority has provided these materials. Proposals may not be submitted by facsimile. Proposals delivered after the date and time due will not be considered and will be returned unopened. Proposers may verify times and dates by telephone or facsimile, but no earlier than thirty-six (36) hours before the scheduled dates and times set forth above.

1.3 Contract Term

The contract(s) shall be for up to three (3) year(s) from the date of the execution of the contract between the selected contract recipient(s) and the Authority. A no-cost to continue extension of the contract end date may be granted on a case-by-case basis.

1.4 Prime Contractor

The use of subcontractors is only allowed if you have been given prior written approval by the Authority. If subcontractors are planned to be used, this must be clearly explained and priced separately in the proposal. However, the prime contractor will be responsible for contract performance whether or not subcontractors are used.

1.5 Right to Reject Proposals and Negotiate Contract Terms

The Authority reserves the right to reject any and all proposals and to negotiate the terms of the contract(s), including the contract amount(s), with the selected applicant prior to entering into a contract. If contract negotiations cannot be concluded successfully with any selected applicant(s), the Authority may negotiate a contract with the next ranked applicant.

The contents of the applicant's proposal and this Request for Proposal, and any amendments thereto, shall become contractual obligations if acquisition action ensues. Failure of a successful applicant to accept these obligations in contractual agreement may result in cancellation of the award.

1.6 News Releases

News releases pertaining to this proposal or any part of this proposal shall not be made without prior approval of the Authority.

1.7 Recordkeeping and Record Retention

The applicant shall establish and maintain adequate records of all expenditures incurred under the contract. The Authority shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from the RFP held by the applicant. The applicant will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

1.8 Affirmative Action

Successful applicants who are awarded contracts of twenty-five thousand dollars (\$25,000.00) or more shall have included in their contracts the following clause:

"A written affirmative action plan acceptable under Wisconsin Statutes and Administrative Codes is required as a condition for the successful performance of the contract. Excluded from this requirement are contractors whose annual work force amounts to less than ten employees. The affirmative action plan shall be submitted to the Authority within fifteen (15) working days after the award of the contract."

1.9 Non-Discrimination Against Employees or Applicants for Employment

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, marital status, physical condition, arrest or conviction record, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

1.10 Termination of Contract

The Authority reserves the right to cancel any subsequent contract in whole or in part if performance and/or delivery is not made in accordance with the terms specified.

No suspension or termination will affect any expenditures or legally binding commitments made prior to receiving notice of suspension or termination. Upon suspension or termination, the disposition of unexpended funds will be subject to the Authority's discretion.

The Authority may suspend or terminate in whole or in part with or without cause which shall include, but are not limited to the following:

- a. Failure or unwillingness of the contractor to comply with their approved proposal, with the applicable State Statutes, or with such directives as may become generally acceptable at the time.
- b. Submission by the contractor to the Authority or reports which are inconsistent with the detailed specification.
- c. Improper use of funds by the contractor.

1.11 Evaluation Criteria

All proposals submitted and accepted will be reviewed by an evaluation committee and scored against the criteria stated below. The committee may review references, may request oral presentation, or may conduct an on-site visit of top scoring applicants and use the results in assigning final scores to top scoring proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

Criteria	Points
1. General	
a. Depth of understanding	20
b. Responsiveness to terms and conditions	10
2. Experience and qualification	
a. Expertise of Firm	25
b. Qualifications of Personnel	25
3. Cost	20

1.12 Project Scope

The scope of the audits and reviews require the examination and evaluation of the adequacy and effectiveness of the Authority's system of internal control and the quality of performance in carrying out assigned responsibilities.

The examinations are to be performed in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA) and the Standards for The Professional Practice of Internal Auditing as promulgated by the Institute of Internal Auditors (IIA).

Annually, a risk analysis process will be completed by the internal audit function. All internal audit projects will be identified in an audit plan based on the outcome of the risk assessment. Internal Audit will present the audit plan to the Finance Committee for approval. Attachment 3 provides a listing of recently completed audits. The internal audit function will forward a copy of the annual audit plan and all audit reports to the Authority's external auditor.

Proposers may bid to perform (a) all internal audits; (b) information technology audits only; (c) non-information technology audits only; or (d) selected internal audits. Following is a breakdown of the type of audits covered by this RFP.

1. Non-Information Technology Internal Audits
 - a. Operational Group Audits (e.g., Single Family and Multifamily Loan Servicing, Credit Related Processes and Asset Management Functions)
 - b. Service Group Audits (e.g., Payroll Processing, Disbursements and Grant Processes)
 - c. Authority Wide Standard/Policy Compliance Audits
2. Information Technology Internal Audits

Each audit or review must include:

1. A Statement of Work for each audit to be reviewed and approved by the Controller at least two weeks before field work begins.
2. An entrance conference, prior to the beginning of fieldwork, with the business unit and the Controller to review the scope of the work to be completed.
3. A report to include an Executive Summary, the Audit Scope and Objectives and Audit Conclusions. In addition, detail of the audit findings shall be provided along with the management response and an action plan, if appropriate. The proposer will provide the original report electronically in a format that is compatible with the Authority's systems (Microsoft Word, 2002). The report will be submitted to the Controller within two weeks of the exit conference.
4. An exit conference with the business unit and the Controller to obtain agreement on the audit findings.
5. A presentation to the Finance Committee (a sub-committee of the Board of Directors) to discuss the audit results.

Monthly, a report will be generated which monitors the status of the audit plan. The report will include, but not be limited to, actual versus budgeted hours for each audit and the status of the audits.

The proposer agrees to utilize the Authority's secure e-mail system for communicating audit findings that contain confidential or sensitive information.

1.13 Experience Requirements

Respondents to this RFP will be independent accountant(s) or auditing manager(s) with specific experience in auditing financial institutions and/or government entities. The partner or manager with oversight responsibility and the in-charge(s) and onsite professional(s) must have the actual required experience. Additional certification as a Certified Internal Auditor, Certified Internal Systems Auditor or Certified Public Accountant is required.

1.14 Notification of Award(s)

Each applicant will receive written notice stating to whom the Authority intends to award the contract.

1.15 Waiver of Informalities

The Authority reserves the right to accept or reject any or all responses to this RFP, waive minor informalities and to accept only the most qualified offer in the judgment of the Authority. The determination of whether an RFP condition is substantive or an informality shall reside solely with the Authority.

1.16 Contract Award

The contract will be awarded based on the Authority's evaluation of the proposal determined by the Authority to be the most advantageous to the Authority after consideration of the Evaluation Criteria and other requirements set forth in this RFP.

1.17 Confidentiality

During the course of preparing your response, you may learn trade secrets or otherwise have access to Authority proprietary and/or confidential information. This information is not to be shared with others unless specific written permission is obtained. Direct all inquiries of this nature to the Tammy Wourms. In addition, each Proposer needs to complete Attachment 2, if applicable.

2.0 Preparing and Submitting the Proposal

2.1 Proposal Organization and Format

1. Proposals will be formatted and tabbed in the exact form and numeric sequence as described in the Proposal Requirements set forth in Section 3.0 of this RFP. Additional information, if provided, should be added at the end of the Proposal under its own tab(s).
2. Proposals will be typewritten on one side only using 8-1/2" x 11" paper.
3. Responses to all items will be complete.

2.2 Submitting the Proposal

1. Submit five (5), left-side bound originals, and one (1) unbound copy, in a form suitable for photocopying, of all Proposal material. Applicant's name, address, proposal title and proposal due date should be on the outside of the package.
2. By submitting a Proposal, Proposers accept in all respects the conditions of this RFP including, but not limited to, the following:
 - a. All Proposals will become the property of the Authority and will not be returned.
 - b. Late proposal submittals will not be reviewed and evaluated.
 - c. Any restriction as to the use of Proposal materials must be clearly indicated as proprietary. A requested limitation or prohibition of use or release must be clearly identified in writing on a cover sheet. Blanket claims of proprietary submittal will not be honored. If a Contract is executed by the Proposer as a result of the submission of this proprietary information, the Authority shall have the right to use or disclose such proprietary information to the extent provided in the Contract.
 - d. All materials submitted by applicants will be subject to the open records law of the State of Wisconsin after the notice of intent to award or not to award is announced. This information will be available for public inspection at the Authority. No application submitted to the Authority can be marked as confidential, and any material so marked, by being included in the application will be considered public record, except as provided in the above section. Final scores for all applications will be subject to open records.
 - e. The Authority reserves the right to reject any proposal submittals on the basis of being unresponsive to the RFP requirements or for failure to fully disclose requested information.
 - f. The Authority is not liable for any costs incurred by Proposers, including, without limitation, costs related to the preparation of Proposals, the Oral Interview and the Contract execution process.

- g. Top-scoring applicants may be required to make oral presentations to clarify and verify the written proposals. If oral presentations are held subsequent to the receipt of the proposal, they will be held to clarify the proposal. The Authority will schedule a time and location for each oral presentation. Should an applicant refuse to honor the request for oral presentation, this may result in the rejection of the proposal. Since oral presentations may not be held, applicants are cautioned to provide complete information within their applications.

The Authority, in its sole discretion, retains the right to waive any minor irregularity in any Proposer's response to these or other RFP requirements should it be judged to be in the best interest of the Authority.

3.0 Proposal Requirements

Proposals must be submitted to the Authority on or before May 12, 2005, at 3:00 p.m., Central Standard, unless a different, later time is announced by the Authority by addendum.

3.1 Cover Page

A form for completing the Cover Page has been included in this RFP (see Attachment 1).

3.2 Table of Contents

The Proposal Table of Contents will conform with the titles and numeric sequence of Section 3.0.

3.3 Compliance with Travel and Expense Guide and Code of Ethics for Paid Consultants

In this section of the proposal, state your willingness to adhere at all times to the Authority's Travel and Expense Guidelines and Code of Ethics for Paid Consultants (see Attachments 4 and 5). Additionally, you must state your willingness to adhere to any amendments of these policies and to submit any disclosures requested in the above policies upon acceptance of the proposal.

3.4 Description of Firm

In this section of the proposal, state the type of firm, the location of the office, and the number of employees located in Wisconsin.

In addition, the Authority requires the following:

1. Provide an employee profile showing the number of male, female, minority, and employees with disabilities by category, i.e. senior management, professional, technical and clerical.
2. Enclose a statement of the firm's affirmative action policy.
3. Describe the firm's degree of achievement of the affirmative action goals in the past twelve months.

3.5 Applicant References

Applicants must include in the proposal a list of organizations, including points of contact (name, address and telephone number) which can be used as references. A minimum of three references is required. All references should be current and, prior to submittal of proposal, the applicant must inform the named references that their names are being so listed. Selected references may be contacted to determine the quality of work performed and personnel assigned to the project. The result of the reference checks may be provided to reviewers to be used in scoring the written proposal.

3.6 Staff Qualifications

Provide resumes or position descriptions describing the educational and work experiences for each of the key staff who would be assigned to the plan. Describe the role and responsibilities for each person who will participate in this project. Be very specific in describing the organizational chart for the project which includes all staff assigned and lines of supervision and review.

3.7 Approach to the Project

Both a narrative project description and a detailed project work plan should be submitted. The narrative should provide an overview of the vendor's approach to this project. The detailed work should be prepared in outline form and should contain, at a minimum, the following information:

1. The sequence of tasks to be performed.
2. Describe how your organization would conduct a GLBA risk assessment. Include an outline of the final report.
3. If your organization is competing for the IT piece of this engagement, please describe how your organization would conduct an audit of the Authority's firewall. Include in your description what would be in scope and what would be out of scope. Provide a list of tools used to conduct the review.
4. A list of all persons who will be involved in carrying out the tasks identified in the work plan, describing each in terms of their involvement in specific tasks and qualifications. Subsequent staff substitution must be based on equivalent experience.
5. A list of recent audit engagements which indicates the experience of the proposer.

3.8 Cost Proposal

The proposer should detail the hourly billing rate by staffing level and provide a customary mix of those hours for a 100 hour audit. Complete the table below with the proposed cost for each type of audit being proposed. This example should be included for each type of audit, as outlined in Section 1.12 that is being proposed on in the response. The proposer must agree to abide by the Authority's travel policy and will not be reimbursed for travel expenses that exceed the limits established therein. Please state your willingness to adhere at all times to the Authority's Travel and Expense Guidelines (see Attachment 5). Additionally, you must state your willingness to adhere to any amendments of this policy and to submit any disclosures requested in the above policy upon acceptance of the proposal. The lowest cost will not necessarily result in a contract award.

Please submit cost proposals in table format (example below). Include a separate table for each type of audit you are proposing to complete. The cost proposal should include all costs associated with the completion of the audit. Expand the table as needed.

Type of Audit: Non-IT, IT

Position Description	Estimated Hours	Hourly Cost	Total Cost

3.9 Additional Services

Description and costs of any additional services which could be provided may be included.

3.10 Previous and Pending Claims

Submit a list of 1) pending criminal or civil suits, arbitrations or other legal actions or dispute in process against any entity or person comprising the proposer, if any, including any failure to complete a contract awarded to any Proposer entity, and 2) previous criminal or civil suits, arbitrations or other legal actions or disputes against any Proposer entity or person for claims commenced or concluded in the past five (5) years, if any. For each item on the list, briefly state the name and address of the party making claim(s) against the Proposer entity; the case or other identification number and the body hearing the action or dispute, if any; the general nature of the action or dispute; the amount in controversy; and the present status of the matter.

3.11 Mandatory Requirements

The proposal requirements stated in this request for proposal are mandatory and are not simply desirable. It should be further understood that failure by an applicant to respond to a specific requirement will be the basis for elimination from consideration during the Authority's comparative evaluation.

Attachment 1

COVER PAGE

1. Name of Applicant Organization: _____

Address: _____

2. Employer Identification Number: _____

3. Name and Telephone No. of Person Who Prepared Application: _____

Telephone No.: _____

4. Name of Fiscal Agent: _____

Telephone No.: _____

5. Total Amount of Funds Being Requested:

6. Name, title, address, and telephone number of official authorized to commit the organization to submittal of the application and to an ensuing contract, if any:

Name: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____, 20__.

Signature: _____

Attachment 2

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The material submitted in response to the Request for Proposal for _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without written approval.

Prices always become public information after the Requests for Proposal(s) are awarded, and therefore, cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats., as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

<u>Section</u>	<u>Page #</u>	<u>Topic</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this form in the Request for Proposal response may mean that all information provided as part of the Request for Proposal response will be open to examination and copying. The Authority considers other markings of confidentiality in the Request for Proposal document to be insufficient. The undersigned agrees to hold the Authority harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____
Authorized Representative: _____
Title: _____

Date: _____, 20____

Attachment 3

Recently Completed Audits

Debt Tracking Software Implementation
Disbursements
Remote Access – Citrix
Multifamily Loan Servicing Special Project
Grants
Building Management System Access Control
Access Control Standard
Firewall Vulnerability Assessment
SQL Database
iChain

Attachment 4

**WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY
TRAVEL POLICY FOR CONSULTANTS
(Based on Wisconsin Uniform Travel Schedule Amounts)
October 1, 2004**

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 \$62 per night as of July 1, 2004, excluding sales and/or room taxes. The maximum lodging rate is \$72 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%):

	<u>In-State</u>	<u>Out-of-State</u>
Breakfast	\$8.00	\$10.00
Lunch	9.00	10.00
Dinner	17.00	20.00

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

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

Original, itemized receipts are required for all meals. Receipts and written justification are required for an unusual

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cost that exceeds the maximum allowance.

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

Air Travel

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

Taxis and Airport Limousine

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

Bus

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

Telephone

Reimbursement will be made for business calls.

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

Automobile Travel

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

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

1. Personal Vehicle

Reimbursement for the use of a personal automobile for business mileage will be .325¢ 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.

Attachment 5

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

October 27, 1999

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

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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 disclosures 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

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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.

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