

# **REQUEST FOR QUALIFICATIONS**

## **ARBITRAGE REBATE COMPLIANCE SERVICES**

**Relating to:**

**State of Wisconsin  
General Obligations  
Revenue Obligations  
Other Obligations of the State of Wisconsin**

February 26, 2024

**QUALIFICATIONS DUE BY NOON (CT) ON FRIDAY, MARCH 15, 2024**

State Wisconsin  
Department of Administration  
Capital Finance Office  
P.O. Box 7864  
101 East Wilson Street, FLR 10  
Madison, WI 53707-7864

[DOACapitalFinanceOffice@wisconsin.gov](mailto:DOACapitalFinanceOffice@wisconsin.gov)

- I. INTRODUCTION.** The State of Wisconsin (State) seeks to engage one or more firms capable of providing arbitrage rebate compliance services related to State general obligations, revenue obligations, and other obligations issued by or on behalf of the State.
- A. PROCURING AGENCY.** This Request for Qualification (RFQ) is issued on behalf of the State Building Commission by the Department of Administration, which is the sole point of contact for the State during the selection process.
- B. CONTRACT ADMINISTRATION.** The contract resulting from the RFQ will be administered by the Department of Administration. The contract liaison will be Mr. Aaron Heintz, Capital Finance Director (Liaison).
- C. CLARIFICATION OF SPECIFICATIONS.** If additional information is necessary to assist the vendor in interpreting the requirements of this RFQ, questions should be directed by noon (CT) on Friday March 8, 2024, to the e-mail address included on the **cover of this RFQ**.
- D. IDENTIFICATION.** If you are likely to proceed to prepare a response to this RFQ, please immediately send the following information to the e-mail address included on the **cover of this RFQ**:
- Firm name
  - Contact name of person preparing the submittal
  - Telephone number/ E-mail address of person preparing the submittal

This information will enable us to distribute additional information, if necessary, to potential respondents.

- II. BACKGROUND.** The State has contracted with one firm since 2017 to provide arbitrage rebate compliance services. The contract is set to expire May 1, 2024, and the State desires to solicit qualifications from all interested firms, evaluate such qualifications, and enter into one or more contracts for arbitrage rebate compliance services. The State will accept qualifications from firms that may be interested in providing these services for some but not all the credits issued by the State.
- A. OBLIGATIONS.** The State has previously issued general obligations, appropriation obligations, revenue obligations, operating notes, and other obligations of the State in the form of bonds, notes, commercial paper notes, extendible commercial notes, or certificates of participation (**Current Obligations**). Attachment A includes a list of these Current Obligations and the status of the rebate determination for each Current Obligation. Attachment A does *not* include Current Obligations already determined to have met a spend-down exception.

The State anticipates the authorization and issuance of additional obligations (**Future Obligations**) during the upcoming years.

These Future Obligations may be credits beyond those included as Current Obligations. All Current Obligations and Future Obligations (collectively, **Obligations**) may require arbitrage rebate compliance determinations during the term of the contract resulting from this RFQ process.

**B. EXPENDITURE, INVESTMENT, and REBATE SUMMARY.** The following is a brief expenditure, investment, and rebate summary of the various credits currently issued by the State. This summary is based on recent issues and the investment discussion does not reflect all investment opportunities that may be permitted and completed for a specific credit.

1. *General Obligations.* The State generally issues two or three general obligation bond and/or variable-rate note issues per calendar year for general governmental purposes. Due to this frequency of issuance, general obligations issued for this purpose generally will meet an expenditure spend-down exception. General obligation proceeds are invested in the State Investment Fund, administered by the State of Wisconsin Investment Board, until expended.
2. *Appropriation Obligations.* The State has issued general fund annual appropriation bonds in the past and expects to periodically issue these obligations in the future for funding or refunding purposes. General fund annual appropriation bond proceeds are held by a trustee and invested in treasury obligations, or money market funds investing solely in treasury obligations until expended.
3. *Transportation Revenue Obligations.* The State generally issues one transportation revenue bond and/or variable-rate note issue per calendar year. Transportation revenue obligation proceeds are held by a trustee and invested in treasury obligations, money market funds investing solely in treasury obligations, or other permitted investments until expended, which is usually within an allowable spend-down period.
4. *Environmental Improvement Fund Revenue Bonds.* The State generally issues one Environmental Improvement Fund revenue bond issue per calendar year. Environmental Improvement Fund revenue bond proceeds are held by a trustee and invested in treasury obligations, money market funds, or other permitted investments (which may include a component of the State Investment Fund) until expended, which is usually within an allowable spend-down period.
5. *Operating Notes.* Prior to 2012, the State has previously issued one operating note issue each fiscal year, and the timing and par amount allow the State to meet the spend-down safe harbor for such operating notes. Operating note proceeds are placed in the State's general fund and invested

in the State Investment Fund. The State does not expect to issue operating notes in the immediate future.

6. *Master Lease Certificates of Participation (COP).* The State anticipates issuing one Master Lease COP issue per calendar year. Proceeds from Master Lease COPs fund existing Lease Schedules. The funding of these existing Lease Schedules occurs completely at closing, as and such there is no investment of the proceeds.
7. *Refunding Obligations.* In addition to the new money issuances described in the above credits, the State is also very active with the advance refunding or current refunding of outstanding obligations for all credits. Depending on market conditions, the State generally issues at least one refunding bond issue each calendar year for each credit. Advance refundings have an escrow of securities (including, depending on market conditions, guaranteed investment contracts) that is verified by a verification agent.

**C. OTHER.** The State intends to provide the necessary expenditure and other data that is prepared by and available from the State Controller's Office and various trustees.

**III. DESIRED SCOPE OF SERVICES.** The State seeks one or more firms to coordinate the arbitrage rebate compliance for the Obligations in accordance with Section 148(f) of the Internal Revenue Code of 1986 (Code), and to provide other necessary arbitrage rebate compliance services. The provider therefore will provide services that will include, but will not be limited to, the following:

- Verify whether any of the obligations are subject to the arbitrage rebate requirements contained in Section 148(f) of the Code.
- Prepare all necessary reports and calculations necessary for federal tax law compliance as appropriate for each of the obligations.
- Deliver to the State appropriate documentation required to support calculations, including a professional opinion on the mathematical accuracy of the calculations and that the arbitrage calculation results are consistent with Section 148(f) of the Code.
- Provide an executive summary identifying the methodology employed, conclusions, and appropriate instructions about when to rebate the required amounts. This summary should also include any recommendations for changes in the State's record keeping.
- If a rebate payment is required, prepare all federally required information form(s).
- Assist the State as necessary in the event of an IRS inquiry or examination.

- Consult with the Liaison as necessary regarding arbitration-related matters.
- If necessary, amend prior arbitration rebate calculations in the event new regulations require the amending of the prior calculations.

Please recognize that any services beyond the above general services, including amending previous calculations, will be subject to a contractual requirement that they first be authorized in writing by the Liaison.

**IV. CONDITIONS OF SUBMITTING QUALIFICATIONS.** As a condition of submitting a response pursuant to this RFQ, the following conditions are understood:

**A. RESPONSE PREPARATION.** The detailed requirements stated in Section V of this RFQ are mandatory. Failure by a respondent to respond to a specific requirement may be the basis for elimination from consideration during the comparative evaluation.

**B. RESPONSE SUBMISSION/DEADLINE.** Responses must be submitted in PDF format and sent to the e-mail address on **the cover of this RFQ** so they are received by **Noon (CST) on Friday, March 15, 2024.**

No response received after this deadline will be accepted. If needed, the State reserves the right to request clarifying information.

**E-MAIL SUBMITTALS NOT RECEIVED BY THE DEADLINE WILL NOT BE ACCEPTED.**

**C. INCURRING COSTS.** The State is not liable for any cost incurred by respondents in replying to this RFQ.

**D. PROPRIETARY INFORMATION.** Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFQ will be handled in accordance with applicable State procurement regulations.

**E. PERIOD OF CONTRACT.** The appointment and contract to provide these services will run for a period of one year, with an option on the part of the State to renew the contract for a minimum of two additional one-year periods, unless sooner terminated by either party as set forth in the contract or unless further extended per contract amendment.

**F. MINORITY, WOMEN, AND DISABLED VETERAN-OWNED PARTICIPATION.** It is the policy of the Department of Administration to encourage certified minority, woman, and disabled-veteran owned firms to submit a response pursuant to this RFQ. In financial service procurements, the Capital Finance

Office will attempt to ensure that 6% of the total amount expended for such procurements is awarded to certified minority financial service businesses during each fiscal year.

Any firm that wishes to be certified by the State as a minority, women, and/or disabled veteran-owned investment firm may directly contact the Department of Administration at (608) 267-9550 or [WiSDPWebApplication@wi.gov](mailto:WiSDPWebApplication@wi.gov).

- V. PROPOSAL CONTENT.** Qualifications must be limited to ten (10) pages, except as noted. Failure to meet this page restriction will be considered in the evaluation of qualifications. A cover letter that includes a brief executive summary will be appreciated. The cover letter should also include a representation that the individual signing the submittal has the authority to commit the firm to the terms submitted.

**A. IDENTIFYING INFORMATION.**

1. Please include the name and address of the firm and the name, phone number, and e-mail address of the individual or individuals responsible for this proposal who may be contacted in the event of questions or notification.
2. If not submitting a proposal for all Obligations, please specifically identify the credits or Obligations identified in Section II.B. for which this proposal is being submitted.

**B. FIRM, PERSONNEL AND EXPERIENCE.**

1. Generally describe your firm and its experience in providing arbitrage rebate determinations. In addition, please include a representative sample of arbitrage rebate determinations completed since January 1, 2022 (not subject to 10-page limit), and three references of issuers with credits similar to those issued by the State.
2. Provide specific experience your firm has with arbitrage rebate determinations for the credits you are providing a response for.
3. Provide a specific example or case study of a rebate determination completed by your firm that saved the issuer money in the long-term based on decisions and interpretations of the Code made by your firm.
4. Please discuss the steps your firm takes to help ensure that rebate determinations are completed in a timely manner and by the dates required by the Code.
5. This engagement will include the exchange of large and complex files of data and other information needed to complete the rebate determinations. Please discuss how your firm provides to the client or trustee any ongoing

feedback, comment, and advice on the content, structure, and secure exchange of such data.

6. Please provide the name and describe the qualifications of each individual who will provide the services outlined in the proposal (resumes are not subject to 10-page limit). For a typical rebate determination, please indicate the percentage of the work that will be performed by each individual.
7. With regards to each individual listed in #6 above, please provide the percentage of time spent on arbitrage rebate matters compared to other duties and responsibilities at your firm.
8. Please describe other “post-issuance” compliance services that your firm, coupled with arbitrage rebate determinations, can provide to the State based on the issuance frequency of the State and the working relationships the State already has with bond counsel firms.

- C. PROPOSED FEES.** Compensation for services may be proposed in any form deemed appropriate by the respondent. However, proposed compensation should be clearly described and priced in such a way that allows (i) comparison to other qualifications, (ii) selection of specific services by the State, and (iii) restatement of certain elements in a contract, if the submittal is accepted.

Based on the services outlined in Section III, respondents may provide a proposed fee for certain calculations/determinations on a per-Obligation basis. Other proposed fee arrangements will also be considered. Fee qualifications should also specifically identify costs due if an Obligation meets a spend-down exception.

- D. REQUIRED CERTIFICATIONS.** A proposal submitted pursuant to this RFQ must include the following certifications (not subject to the 10-page limit):

1. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
  - (a) By submission of this proposal, the respondent certifies that, in connection with this procurement:
    - (1) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
    - (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the

respondent and will not knowingly be disclosed by the respondent prior to award, directly or indirectly to any other respondent or to any competitor; and

- (3) No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

(b) An individual signing this proposal certifies that:

- (1) Such individual is the person in the respondent's firm responsible within that organization for the decision as to the prices being offered herein and that such individual has not participated, and will not participate, in any action contrary to Section V.D.1.(a) above; or
- (2) Such individual is not the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein, but that such individual has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Section V.D.1.(a) above, and as their agent does hereby so certify; and such individual has not participated, and will not participate, in any action contrary to Section V.D.1.(a) above.

- 2. **CERTIFICATION OF NO CONFLICTING RELATIONSHIP.** The firm shall certify in writing that no relationship exists that would constitute a violation of Section 19.45(6), Wisconsin Statutes, regarding a state public official or their immediate family. The respondent also certifies that no relationship exists that interferes with fair competition or is a conflict of interest, and no relationship exists between the firm and another person or organization that constitutes a conflict of interest with respect to a State contract. The Department of Administration may waive this provision, in writing, if those activities of the firm will not be adverse to the interests of the State.
- 3. **STATEMENT REGARDING CHARGES, LITIGATION, AND CRIMINAL ACTIONS.** Provide a statement as to any fraud, related charges, or pertinent civil litigation that has been made against your firm since January 1, 2021. Such statement should also discuss any settlement of those matters, any sanctions resulting from such settlement, and



the status of any open investigations related to the charges or litigation.

4. **STATEMENT REGARDING REGULATORY ACTIONS.**  
Provide a statement as to the status of any pending or resolved enforcement of disciplinary actions taken since January 1, 2021, by the SEC, FINRA, MSRB, IRS, United States Department of the Treasury, or other regulatory bodies.
5. **STATEMENT AFFIRMING MSRB RULE COMPLIANCE.**  
Provide a statement affirming that the firm is compliant with all applicable MSRB regulations and a statement that individuals who are anticipated to work under this contract are also compliant with all applicable MSRB regulations.
6. **FIXED PRICE AND TERMS PERIOD.** The firm shall certify that all terms of the proposal shall remain firm for a 90-day period commencing on the due date of qualifications.

**E. STATEMENT REGARDING PROPOSED FORM OF CONTRACT.**  
Attachment B consists of the Proposed Form of Contract to be executed between the State and the respondent firm. It will also specifically contain the Scope of Services expected for this engagement as well as certain provisions that are requirements of State law. The proposal must include a statement that the form of the contract, except for those matters to be determined, is acceptable. If there are exceptions or suggested changes to the Proposed Form of Contract, those should be noted and discussed not subject to 10-page limit.

- V. EVALUATION CRITERIA.** Qualifications will be evaluated on the following criteria: (i) qualifications, experience, expertise, general understanding of the State's rebate determination needs, commitment, and ability to meet deadlines, and other general recommendations (75% of total); and (ii) cost of services (25% of total).
- VI. AVAILABILITY OF RECORDS.** Any documents used or actions taken in connection with this RFQ may be subject to disclosure pursuant to a public records request under Section 19.36(3), Wisconsin Statutes.
- VII. ATTACHMENT A:** List of Current Obligations/Status of Rebate Determinations.
- VIII. ATTACHMENT B:** Proposed Form of Contract

## ATTACHMENT A

### CURRENT OBLIGATIONS/STATUS OF REBATE DETERMINATIONS

Issue	Date issued (Closing)	Determination Completed Through
G.O. Bonds of 2020, Series A	6/3/2020	
G.O. Bonds of 2020, Series B	10/20/2020	
G.O. Refunding Bonds of 2021, Series 1 (Forward Delivery)	2/2/2021	
G.O. Refunding Bonds of 2021, Series 2 (Forward Delivery)	2/2/2021	
G.O. Bonds of 2021, Series A	6/24/2021	
G.O. Bonds of 2021, Series B	12/2/2021	
G.O. Refunding Bonds of 2022, Series 1	3/1/2022	
G.O. Bonds of 2022, Series A	5/26/2022	
G.O. Floating Rate Notes of 2022, Series A (Variable Rate)	7/7/2022	
G.O. Extendible Municipal Commercial Paper (Variable Rate)	8/18/2022	
G.O. Refunding Bonds of 2022, Series 3	10/6/2022	
G.O. Refunding Bonds of 2022, Series 4	11/3/2022	
G.O. Bonds of 2023, Series A	1/26/2023	
G.O. Extendible Municipal Commercial Paper (Variable Rate)	6/1/2023	
G.O. Bonds of 2023, Series B	8/31/2023	
Master Lease COPs of 2023, Series A	5/31/2023	
Transportation Revenue Bonds, 2021 Series A	3/17/2021	
Transportation Revenue Bonds, 2023 Series A	4/6/2023	
Transportation Revenue Refunding Bonds, 2023 Series 1	4/6/2023	
Transportation Revenue Refunding Bonds, 2024 Series 1 (Forward Delivery)	4/2/2024	
Environmental Improvement Fund Revenue Bonds of 2021, Series A (Green)	9/16/2021	
Environmental Improvement Fund Revenue Bonds of 2022, Series A (Green)	11/17/2022	
Environmental Improvement Fund Revenue Bonds of 2024, Series A (Green)	2/27/2024	

## ATTACHMENT B

### PROPOSED FORM OF ARBITRAGE REBATE COMPLIANCE SERVICES CONTRACT

The **STATE OF WISCONSIN** (State), represented by the Secretary of the Department of Administration (Department), and the firm of \_\_\_\_\_ (Contractor) hereby contract (Contract) this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2024 as follows:

#### I. GENERAL.

- A. Authority for Engaging Arbitrage Rebate Compliance Services. The State of Wisconsin Building Commission adopted 2023 State of Wisconsin Building Commission Resolution 7 on December 13, 2023. That resolution authorized contracting for the services herein pursuant to the Building Commission's authority under Section 18.10(12), Wisconsin Statutes.
- B. Standards. The Contractor will provide the services hereinafter set forth in accordance with the best professional standards and generally accepted industry standards of care and competence.
- C. Subletting or Assignment of Contract. The Contractor will not sublet or assign all or any part of the work under this Contract without prior written approval of the State.
- D. Employment. The Contractor will not engage the services of any person or persons now employed by the State, including any department, commission, or board thereof, without the written consent of the employer of such person or persons and of the State.
- E. Nondiscrimination in 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, physical condition, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, 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 to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Within fifteen (15) days after the date of this Contract, the Contractor shall submit a written affirmative action plan to the Department's Capital Finance Office.

Pursuant to 2019 Wisconsin Executive Order 1, the Contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract, or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information, or political affiliation.

F. Professional and Legal Relationships.

1. The Contractor will 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 this Contract and which in any manner affect the work or its conduct.
2. The Secretary and the Department's Capital Finance Director (Liaison) act as agents and representatives of the State and will have no personal liability for any acts or omissions of the Contractor in carrying out this Contract or in the exercise by the Contractor of any power or authority granted by this Contract to the Contractor.
3. It is understood that this Contract does not establish an employee/employer relationship between the Department and the Contractor; it does however create an [attorney/client] [advisor/client] relationship. The Contractor shall have no authority to bind the State to any third-party agreement. Though the services may include Contractor's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be made by the State.
4. It is understood that the Secretary and the State have engaged the resources of \_\_\_\_\_ based upon the experience and qualifications of certain individuals of the firm whose qualifications and experience have been reviewed by the State. Upon the unavailability for this engagement of any of those providers, listed below, this Contract may be terminated by the State. The State may, at its option, review the qualifications and experience of other arbitrage rebate compliance providers presented by \_\_\_\_\_ and, if found acceptable, continue the Contract by written agreement to make substitution(s) in the following list:

\_\_\_\_\_  
\_\_\_\_\_

The Contractor agrees to give a high priority to this engagement and agrees to limit, if necessary, the other time commitments of the above-named individuals to ensure their availability to provide services in a prompt and timely fashion. It shall be the responsibility of the Contractor to adjust workloads and schedules when the State notifies the Contractor that the State is not receiving a high priority in the services provided.

- G. Review and Liaison. The Liaison will administer the State's interest in ensuring the Contractor's provision of services as outlined in this Contract and will review all services and invoices of the Contractor.
- H. Termination of Contract. The State or the Contractor may terminate this Contract at any time at the sole discretion of the respective parties by delivering ten (10) days' written notice to the other party. Upon termination, the State's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the Liaison and to the extent that funds are available.
- I. Applicable Law. This Contract shall be governed under the laws of the State. The Contractor shall always comply with and observe all federal and State laws, local laws, ordinances, regulations, and the work rules of the State which are in effect during the term of this Contract and which in any manner affect the work or its conduct. With respect to any suit, action, or proceeding relating to the Contract, the parties agree to submit to the jurisdiction of the courts of the State, County of Dane, and the United States District Court located in Madison, Wisconsin, and waive any objection which either may have to the laying of venue in such courts.
- J. Work Product Ownership. All material produced under this Contract shall belong to and remain the property of the State. Use of same by the Contractor shall be only with the advance written permission of the State. Such permission shall not be unreasonably withheld. The Contractor shall provide the State, in a digital format, any data files or software applications developed for the assignment under this engagement, and the State shall have a license to use or modify these software applications so long as the use is limited to the State and its agencies.
- K. Right to Publish. The Contractor will be allowed to write and have such writing published provided the Contractor has written approval from the State before publishing writings on subjects associated with the work under this Contract. Such approval shall not be unreasonably withheld.
- L. Examination of Records. The Contractor agrees that the State will have access to and the right to examine, audit, and excerpt and transcribe any books, documents, papers, and records of the Contractor relating to this Contract. Such material will be retained by the Contractor following completion of the Contract for the longer of: (1) three years; or (2) such other period of time as may be required for the State to comply with the Code or regulations issued by the United States Department of the Treasury. The Contractor will furnish copies of such material to the State if requested to do so.
- M. Continuance of Contract. Continuance of this Contract shall be contingent upon appropriation of the necessary funds, and the termination of this Contract caused by lack of appropriations shall be without penalty.

- N. Disclosure. If a State public official as defined by Section 19.42, Wisconsin Statutes, or an organization in which a State public official holds at least a 10% interest is a party to this Contract, they must so disclose the same to the State of Wisconsin Ethics Commission, or successor agency, and to the Liaison, or this Contract is voidable by the State.
- O. Conflict of Interest. It is a violation of this Contract for the Contractor to act contrary to the interests of the State without the knowledge and consent of the State. The Contractor agrees to inform the State of all relationships and business agreements from which the Contractor receives money or in-kind benefits (or will, in the future, receive money or in-kind benefits) which may have potential for conflict with the State's interests. When requested by the State, the Contractor is required to provide a certificate to that effect in connection with each completed service.
- P. Indemnification. The Contractor shall indemnify the State, its agencies, officers, and employees against any and all third-party claims, suits, actions, liabilities and costs of any kind, including attorney's fees, to the extent such third-party claim is finally determined to be involving personal injury or the damage to property arising from the negligent acts or omissions of the Contractor, its agents, officers, employees, or subcontractors.

Notwithstanding the foregoing, the State hereby releases Contractor from, and acknowledges that Contractor shall not be required to indemnify State against, any costs, fees, expenses, damages, and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of State.

The liability (including attorney's fees and all other costs) of Contractor and its present or former partners, principals, agents, or employees related to any claim for damages relating to the services performed under this Contract, which are finally determined to have not resulted from the willful misconduct or fraudulent behavior of the Contractor, shall not exceed an amount to be determined by the Contractor and Liaison. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary, or punitive damages arising out of or related to this Contract even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the provisions in this Contract are material bargained for bases of this Contract and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract and in the decision by each party to enter into this Contract. The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of State, Contractor,

or others), and these terms shall also continue to apply after any termination of this Contract.

- Q. Promotional Advertising and News Releases. References to or use of the State, the Great Seal of the State, the Wisconsin Coat of Arms, any agency of other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases, release of broadcast e-mails, or other public communications pertaining to the execution of this Contract or amendments thereto shall not be made without the express prior written approval of the State. The Contractor shall not have the authority to act or speak on the behalf of the State without express permission of the State. The Contractor is permitted to disclose, as required, its relationship with the State.
- R. Breach of Waiver. A failure to exercise any right, or a delay in exercising that right, power, or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The making of any payment to the Contractor shall not constitute a waiver of default, evidence of proper performance, or acceptance of any defective item, service, or work.

## **II. SCOPE OF SERVICES.**

- A. The Contractor will work at the direction of the Liaison, with the staff of the Department's Capital Finance Office, and with other agencies and entities as appropriate, and act as Contractor and provide associated services as may be required by the State in connection with capital finance activities of the State.

This Contract for arbitrage rebate compliance services is not exclusive, and the State may have contracts with other firms for the same or similar services. The Contractor, therefore, will provide services that will include, but will not be limited to, the following:

### **{To Be Completed}**

The Contractor shall extend the above services to all obligations of the State for which the Contractor determines that such services are required. Furthermore, the Contractor shall extend the above services to any Obligation issued by the State during the term of this contract. [Exhibit A includes a summary of obligations for which the State, as of the date of this Contract, has identified as requiring the services provided under this Contract].

The Contractor further agrees that it will provide notice (verbal or written) to the State of its intent to complete a determination for an Obligation prior to the date required by the Code, and that the State has five days from such notice to request that the Contractor withhold such determination until such time as required by the Code. This notice

requirement does not apply for determinations for Obligations that meet a spend-down exception.

- B. At the request of the Liaison, travel to Madison, Wisconsin, for meetings related to the above matters.
- C. The Contractor will perform other usual functions incidental and necessary to carrying out the above duties.

### **III. ADMINISTRATION AND BILLING.**

- A. Compensation. The Contractor will perform the services called for in this Contract in consideration for compensation as outlined in [Exhibit B attached hereto].
- B. Additional Services. Services beyond Basic Services described in Section II "Scope of Services" will be at the amount agreed upon by the Liaison and the Contractor and at the Contractor's standard and usual hourly rates then in effect. No fee is due to the Contractor unless such services were expressly requested in writing by the Liaison and accepted by the Contractor, specifying the services and the fees thereto. No fees shall be charged under this section for work covered in Section II.
- C. Out of Pocket Expenses. The Contractor shall not be reimbursed for ordinary out of pocket expenses connected to the services rendered under this Contract. Expenses not subject to reimbursement include duplicating, long-distance telephone charges, postage and delivery charges, and travel. The Contractor shall be reimbursed for extraordinary expenses, but only if the State approves the reimbursement before the Contractor incurs such expenses.
- D. Payment. Payment shall be made to the Contractor at the direction of the Liaison upon receipt of periodic itemized invoices submitted electronically to the Liaison at the following email address:  
  

[DOACapitalFinanceOffice@wisconsin.gov](mailto:DOACapitalFinanceOffice@wisconsin.gov)
- E. Submission of Invoices. Invoices must be itemized to reflect the amount of fees per State obligation. For non-percentage work performed under this Contract, which was specifically requested by the State, all professional fees must be itemized by work performed. All extraordinary expenses approved by the State are to be itemized by purpose, amount, and date incurred. Air travel, if approved by the State for reimbursement as an extraordinary expense, will be paid only for tourist class rates. Travel expenses, if approved by the State for reimbursement as an extraordinary expense, will be at the rates authorized for State employees at the time of travel. No payment will be made for time spent in preparing an invoice.



- F. Maximum Fee. The total paid under this Contract to the Contractor will not exceed \$\_\_\_\_\_. This amount represents an estimate of professional fees for work to be performed during the original term of this Contract and the optional renewal periods, if any. No payment will be made beyond this maximum amount unless the Contract is amended in writing before the services are provided or costs incurred which would require such payments.
- G. Final Invoice. Final invoice will be submitted not later than sixty (60) days following close of the Contract.
- H. Length of Contract. This Contract shall run for a period of one (1) year from the day and year first written above, or until terminated pursuant to other provisions of this Contract. Arbitrage rebate compliance services shall continue beyond the termination date with respect to activities commenced by action of the State or requested by the Liaison prior to the termination date, until such time as those activities have been completed or abandoned or until such time those activities are concluded by mutual agreement.
- I. Optional Renewal for Additional Year. The State has the option to extend this Contract for one (1) year by giving notice of such renewal to the Contractor prior to the expiration of this Contract. The State may exercise this option [twice], for a total of [two] one-year extensions.
- J. Amendment of Contract. In the event the Contractor advises the State that further services, beyond those named above and exceeding the scope of the normal responsibilities of the Contractor, are necessary, the parties hereto reserve the right to amend this Contract to permit the Contractor to provide such services and receive such additional compensation therefore as to be mutually agreed upon. Amendments of this Contract may also be made to address other items mutually agreeable between the State and the Contractor.
- K. Entire Agreement. This Contract and attached Exhibits constitute the entire agreement of the parties regarding arbitrage rebate compliance services and supersedes any representations, commitments, conditions, or agreements made orally or in writing prior to execution of the Contract.

#### **IV. CERTIFICATION OF NO CONFLICTING RELATIONSHIP**

In signing this Contract, the Contractor certifies that:

- A. No relationship exists between the Contractor and the State that interferes with fair competition or is a conflict of interest; and
- B. No relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect of this Contract.

IN WITNESS WHEREOF, the State and the Contractor have executed this Contract on the day and year first written above.

STATE OF WISCONSIN  
Department of Administration

By:

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Kathy K. Blumenfeld, Secretary

CONTRACTOR

By:

**[EXHIBIT A]**

**[EXHIBIT B]**

FEE STRUCTURE