

OFFICIAL NOTICE #57419

Investment Advisory Services

The Neighborhood Improvement Development Corporation (NIDC) is requesting proposals from qualified firms/individuals (the "Consultant") to provide Investment advisory and portfolio management services.

The RFP can be found on DCD's web site at the following link:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov . Deadline for questions regarding the RFP are due by, **March 14, 2013**. Any additional information and/or clarification(s) regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP by **March 15, 2013**.

Proposals are due **March 22, 2013, by 11:00 a.m.**

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**NEIGHBORHOOD IMPROVEMENT
DEVELOPMENT CORPORATION
809 N. Broadway
Milwaukee, Wisconsin 53202**

February 26, 2013

I. Background

The Neighborhood Improvement Development Corporation (NIDC) is requesting qualified individuals and investment advisory firms (the "Consultant"), licensed to practice in the State of Wisconsin, to submit proposals for portfolio management services for NIDC's Corporate Assets (operating funds), between \$500,000-\$1.0 million, in excess of current cash flow needs.

NIDC is a nonprofit corporation established by the City of Milwaukee, Wisconsin to promote reinvestment in both housing and commercial structures within the City. The Corporation's programs encourage private lending institutions and property owners to make improvements to the community's homes and businesses. The Corporation is managed by a nine member board of directors made up of members from the public and private sectors, and is a component unit of the City of Milwaukee.

II. Project Requirements

A. Term of Contract - NIDC will be accepting proposals for a one year agreement. Upon selection of a qualified proposal and award of contract, NIDC will enter into a one year agreement. The anticipated start date of the agreement will be May 1, 2013, and run through April 30, 2014, with the option to extend for two additional one-year periods, upon mutual consent of NIDC and the Consultant. The costs will be fixed during the life of the agreement. NIDC will reserve the right to terminate the contract without cause.

B. Coordination - For the purpose of efficiency, NIDC prefers that the Consultant be accessible to NIDC on a regular and as needed basis. The Consultant and NIDC will establish a regular communication format through which NIDC can be kept current of the portfolio.

C. Products - The Consultant shall provide services and deliverables as noted in Section III, Scope of Services. The Consultant shall provide deliverables and attend meetings as noted under the Scope of Services. All results (including work in progress) from this contract will remain the property of the NIDC. The Consultant may release no information about this proposed project without the NIDC's prior authorization.

D. Insurance - See attached requirements in Appendix A

III. Scope of Services

The Consultant will work with NIDC to develop an investment strategy that meets the following objectives:

- Protect the principal invested within NIDC's portfolio.
- Maximize the return on investment within NIDC's portfolio.
- Maintain sufficient liquidity of the portfolio to provide for the cash flow needs of NIDC.

NIDC has the expectation that the Consultant will provide services including, but not limited to the following:

- Review of current investment policy adopted by NIDC Board on October 14, 2009 (Appendix B), and recommend any necessary amendments to the policy and NIDC's investment procedures.

- Invest NIDC's funds, upon review and approval of recommended instruments by NIDC, in accordance with the investment policy and all applicable State laws.
- Assist NIDC with cash flow and maturity analysis.
- Provide credit and risk management analysis of investment instruments to be used in a portfolio.
- Provide appropriate periodic reporting; monthly, quarterly and/or annual; on all funds invested.
- Evaluate market risk and develop strategies that minimize the impact on the portfolio.
- Establish appropriate benchmarks.
- Attend NIDC board meetings. Specifically, when contract award recommendation is presented and to present investment results on an annual fiscal-year basis.
- Be available to discuss investment strategy, concerns or inquiries with board members and/or other NIDC officials when requested.

All investment practices and procedures must comply with Wisconsin State law and NIDC's investment policy. In addition, the Consultant will be held to the "Prudent Expert" Standard of Care.

IV. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents -Individuals and firms responding to this RFP must provide the following information in their proposals. Brevity is encouraged.

1. Title Page

The title page should include "**Request for Proposal #57419, Investment Advisory Services,**" and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

2. Letter of Transmittal

The letter of transmittal should concisely state the Consultant's understanding of the work to be performed. The names of those authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included.

3. Table of Contents

The table of contents should include a clear identification of the material presented according to section and page number.

4. Profile of the Proposer

Please provide a brief overview of your firm including, but not limited to, the following information:

- Year Founded
- Location
- Ownership structure & history of firm
- Material changes in organization structure in the past three years or plans for changes in structure
- Investment philosophy; including methods to achieve "safety, liquidity, yield"
- Detail the total public assets under the firm's management as of December 31, 2012, to include average assets per client during the year

- Detail gains and losses of total public assets under firm's management over a five year period (2008-2012)
- Types of clients; specifically nonprofit corporations similar to NIDC
- Client retention data
- Types of services offered to clients
- Any state or federal regulatory action taken by an oversight body against the firm.
- Firm's status as a registered investment advisor under the Investment Advisor's Act of 1940
- Indicate registration status with SEC, Provide Form ADV, Part 2
- Description of any pending or past litigation in the past three years.

5. Documentation of Past Experience and Qualifications

Please provide information about your firm's experience in working with similar entities. Information should include, but not be limited to:

- Detailed description of experience in managing fixed income portfolios for public funds, governmental entities and nonprofit corporations.
- Firm's experience in developing policies and portfolio management guidelines for governmental/nonprofit portfolios.
- Describe investment decision-making process; specifically how investment instruments will be analyzed and recommended
- Describe third party custodian relationship including safekeeping of funds and securities, when necessary.
- Provide relevant performance statistics on a comparable portfolio and compare with industry averages or benchmarks over a set period of time.
- Minimum of three references that can be contacted regarding governmental and/or nonprofit portfolio experience.

6. Staffing

Please provide information on the staffing of your firm to include, but not be limited to the following:

- Identification of key personnel who take the most active roles in the administration and management of the firm.
- Provide resumes and biographical information of key investment professionals that will be directly involved in the decision-making process for the portfolio.
- Identification of all staff employed by your firm, by classification (e.g. Portfolio managers, researchers, traders, administrative, legal, marketing, etc.).

Information about any proposed subcontractors and the staff who would work on the project must also be included.

7. Scope of Engagement

Clearly describe the scope of the services to be provided and the methodology to be used. In particular, please describe how the firm will meet the scope of services, and/or any additional services not mentioned, for NIDC.

8. Compensation

Please provide the complete fee schedule that would apply to this account. Also include any additional expenses not covered through the fee structure that will be expected in order to implement your investment advisory services.

B. Selection of Consultant - NIDC will use specific criteria for evaluating proposals to perform these services. The evaluation will assign points to each response in a number of categories which are discussed below:

1. QUALITY OF PROPOSAL TO COMPLETE SCOPE OF SERVICES

(Maximum of 35 points) – A maximum of 35 points will be assigned to the quality of the proponent's proposal, and subsequent methodology, for completing the scope of services.

2. QUALIFICATIONS AND EXPERIENCE

(Maximum of 35 points) – A maximum of 35 points will be assigned to the proponent's qualifications and experience in undertaking investment services similar to this engagement.

3. PRICE

(Maximum of 30 points) – A maximum of 30 points will be assigned to price, defined as proponent's cost for services for this engagement.

C. Submission Deadline

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Scott Stange. Questions must be sent in writing **no later than March 14, 2013**. Questions initiated after **March 14, 2013** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFP by **March 15, 2013**:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Proponents shall be bound by such, whether or not received by the Proponent

One original and 5 (five) copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., March, 22, 2013**. The proposals must be submitted **along with the required Affidavit of No Interest and Non-Debarment Form**. Late submissions will not be accepted.

Proposals should be mailed or delivered to:

Bid Desk
Department of City Development
809 N. Broadway, 2nd floor
Milwaukee, WI 53202-3617

Proposal to be clearly marked: **Official Notice #57419**
NIDC Investment Advisory Services

D. General NIDC RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Neighborhood Improvement Development Corporation, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Consultants shall be bound by such, whether or not received by the Consultant.

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Consultant in preparing a proposal for offer to NIDC confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

NIDC reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

The Contract Management Team will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Contract Management Team intends to select a Consultant based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. NIDC (City) will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

NIDC and the Consultant will agree on a schedule and method of performance and payment that will include the Consultant submitting to the NIDC periodic documentation verifying service fees.

7. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, NIDC shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of NIDC, become the property of NIDC. Notwithstanding the above, the Consultant shall not be relieved of liability to NIDC for damages sustained by the NIDC by virtue of any breach of the contract by the Consultant.

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the NIDC is exempt from Wisconsin Use and Sales Tax. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, the NIDC reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous

The NIDC reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. NIDC will require an Affidavit of No Interest, which provides that no official or employee of the City of Milwaukee, the Contract Management Team, and/or the NIDC has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Consultant must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification

The Consultant agrees that it will indemnify, save and hold harmless the NIDC and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against NIDC or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or subcontractors.

NIDC shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or subcontractors, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to NIDC.

13. Slavery Disclosure

The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics

It is the policy of the NIDC, that contracts shall not be awarded to any consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law

Both parties understand that NIDC is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist NIDC in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold NIDC harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

Appendix A

INSURANCE REQUIREMENTS

The chosen Consultant shall provide NIDC evidence off the following insurance:

i. Investment Counselor Errors and Omissions Insurance with minimum limits of at least \$10 million each wrongful act and \$10 million aggregate. Such coverage shall include, but not be limited to, coverage for the performance of fiduciary responsibilities assumed by Agent under the terms of this Agreement. If the market value of the aggregate assets under management by Agent at the close of a calendar quarter exceeds \$200 billion dollars, Agent shall increase the amount of insurance in force to \$20 million dollars aggregate. For each additional \$100 billion dollars increase in market value of the aggregate assets under management, Agent shall increase the amount of insurance in force by another \$10 million dollars. For this purpose, total assets will be determined as of the date when Client has completed its initial funding of the Account, then on December 31, 2011, and every two years thereafter. Agent shall provide Client with an annual certificate of insurance (or more frequently upon request). Such insurance will be a "claims made" policy that provides coverage based on the policy in effect when the claim is made, regardless of when the event occurred.

ii. Employee Dishonesty/Employee Theft coverage, with a limit no less than \$5 million each occurrence. This policy may not contain language that requires that a covered loss must be caused by an identified employee.

iii. General Liability (GL)

Limits:

Bodily Injury/Property Damage	each occurrence	\$1,000,000
	general aggregate	1,000,000
	products/completed operations aggregate	1,000,000
Personal/Advertising Injury	aggregate	1,000,000

To Include:

Commercial general liability form
Contractual liability coverage for the risks assumed in this Agreement
Personal injury form which includes libel, slander, discrimination, invasion of right of privacy, humiliation, emotional distress, etc.

iv. Automobile Liability

Limit:

Bodily Injury/Property Damage	each accident	\$1,000,000
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To Include:

Liability coverage for the operation of any vehicle

v. Umbrella

Limits:

Bodily Injury/Personal Injury Property Damage	each occurrence	\$5,000,000
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general aggregate products/completed operations aggregate	5,000,000 5,000,000
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vi. Worker's Compensation and Employer's Liability
Limits:

Worker's Compensation Employer's Liability		Statutory
Bodily Injury by Accident	each accident	\$ 100,000
Bodily Injury by Disease	each disease	100,000
	Policy limit	500,000

With regard to the GL, Automobile and Umbrella coverages, NIDC, and its Board, shall be named as additional insureds.

Consultant shall furnish NIDC with a copy of current Certificates of Insurance setting forth the insurance policies in force along with coverage limits required for each coverage item listed above. Failure to provide the insurance required shall permit the NIDC terminate a Contract.

Consultant shall place insurance with insurers with a Best's rating no less than A, or equivalent, and a financial size no less than Class VIII. Any replacement errors and omissions insurer shall provide continuity of coverage. The insurance carrier must be licensed to do business in the State of Wisconsin.

NIDC, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation or reduction of coverage of any and all insurance policies required by this contract/ for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

[Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

In addition, a notarized Affidavit of No Interest form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, deposing that no officer, official or employee of NIDC has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

The certificate holder shall be noted as:

NIDC
809 N. Broadway, 3rd floor
Attn: Purchasing/Contract Services,
Milwaukee, WI 53202

Appendix B

Neighborhood Improvement Development Corporation (NIDC) Investment Policy

I. Governing Authority

Legality

The investment program shall be operated in conformance with federal, state, and other legal requirements, including Section 501(c) (3) of the Internal Revenue Code.

II. Scope

This policy applies to all funds under the control of the Corporation, excluding funds directly under to fiduciary control of the City of Milwaukee and its investment policies and procedures.

III. General Objectives

The Corporation's investments will be made in accordance with all state statutes governing the investment of public funds as well as applicable provisions of all bond resolutions. The Corporation shall invest its cash with three objectives, listed in order of priority:

Safety

Safety of the principal invested always remains the primary objective in order to insure against loss. All investments or funds held in deposit shall only be invested with institutions or securities that provide the greatest assurance of maintaining principal balances. At the discretion of the Finance and Administration Manager (or delegate), funds held for investment may be insured, guaranteed, or collateralized. . In addition, the portfolio will be well diversified to guard against losses in any one security class.

Liquidity

The Corporation's portfolio will remain sufficiently liquid to enable the Corporation to meet all operating requirements which might be reasonably anticipated. Investment maturities shall be matched to anticipated cash flow requirements whenever possible and a portion of the Corporation's funds may be placed in the State of Wisconsin Local Government Investment Pool or in money market accounts which offer short notice liquidity.

Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs of the Corporation. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

IV. Standards of Care

Delegation of Authority

Authority to manage the investment program is granted to the Finance and Administration Manager (or delegate), who is designated as the fiscal manager and authorized agent of the Corporation's funds, under the direction of the Neighborhood Improvement Development Corporation Board of Directors, and derived from the Corporation's Articles of Incorporation. The Finance and Administration Manager (or delegate) shall develop written procedures and internal controls for the operation of the investment program consistent with this investment policy.

Prudence

The standard of prudence to be used by the Finance and Administration Manager (or delegate) shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of the Authority.

V. Internal Controls

The Finance and Administration Manager (or delegate) shall establish a system of written internal controls, which may be reviewed periodically by an independent auditor. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Corporation.

VI. Authorized Financial Institutions, Depositories, and Broker/Dealers

Financial institutions meeting criteria established for the City of Milwaukee by the Common Council shall be approved public depositories for Corporation funds. In addition, the State of Wisconsin Local Government Investment Pool may be used as a public depository for funds under control of the Corporation. Security dealers not affiliated with a bank shall be required to maintain an office within the City of Milwaukee or to be classified by the New York Federal Reserve Bank as a primary dealer under SEC Rule 15C3-1.

VII. Investment Parameters

Diversification

It is the policy of the Corporation to diversify its investment portfolios. To eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer, or class of securities, all cash and cash equivalent assets in all Corporation funds shall be diversified by maturity, issuer, and class of security.

Maturity

To the extent possible, the Corporation shall attempt to match its investments with anticipated cash flow requirements. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as the Wisconsin Local Government Investment Pool or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations. In addition, unless

matched to a specific cash flow, the Corporation will not directly invest in securities maturing more than three (3) years from the date of purchase or in accordance with state and local statutes and ordinances.

VII. Safekeeping and Collateralization

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. In addition, all investment securities purchased by the Corporation shall be held in safekeeping by an approved public depository designated as a primary agent. The primary agent shall issue a safekeeping receipt to the Corporation listing the specific instrument rate, maturity, and other pertinent information. For deposit type securities, the Corporation may seek collateralization on deposits in excess of \$250,000. Collateralization shall be in accordance with collateralization agreements as executed between the Corporation and the financial institution. Other investments shall be collateralized by the actual security held in safekeeping by the primary agent.

VIII. Reporting Requirements

The Corporation's accounting section shall maintain monthly records of investments held for reporting purposes. Annually or at the discretion of the Corporation's Board, a report will be distributed outlining the status of the current investment portfolio and a summary of the transactions executed over the past year.

IX. Performance Standards

The Corporation's cash management portfolio shall be designed with the objective of regularly meeting or exceeding the average return on the State of Wisconsin's Local Governments Investment Pool. This index is considered the Corporation's benchmark for lower risk investment transactions and therefore comprises a minimum standard for the portfolio's rate of return.

X. Exemptions and Amendments

Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Amendments

This policy shall be reviewed on an annual basis. Any changes must be approved by the Finance and Administration Manager and the Corporation's Board.

XI. Approval of Investment Policy

The investment policy shall be formally approved and adopted by the governing body of the Corporation and reviewed annually by the Finance and Administration Manager (or delegate).

Attachment B

Non-Debarment Certification

The undersigned, being duly authorized to act on behalf of _____ (the “CONTRACTOR”), hereby certifies that neither the CONTRACTOR nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The CONTRACTOR further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

Signature/Authorized Official

Date

Title

Attachment C

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the NIDC Request for Proposal No. 57419 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to NIDC under a pledge of confidentiality. I would not have submitted this information had the NIDC not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

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 designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The NIDC, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The NIDC will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable NIDC procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the NIDC, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The NIDC preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the NIDC, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.