



## **REQUEST FOR QUALIFICATIONS**

### **REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES**

ISSUED BY:

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

ON: **April 8, 2025**

All questions regarding this RFQ must be submitted in writing to Ann Montgomery at [legal@wedc.org](mailto:legal@wedc.org) by April 25, 2025, at 4:00 pm CT.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY BY:  
**May 9, 4:00 PM CT**

To:

**Ann Montgomery**  
[legal@wedc.org](mailto:legal@wedc.org)

***LOOK FORWARD ➤***

**I. Scope**

The purpose of this Request for Qualifications (RFQ) is to provide interested Firms with the information needed to prepare and submit a Proposal for the following:

WEDC seeks to retain outside counsel and/or law firms (Firms) who will be chosen through this RFQ process that possess the necessary expertise, experience, and availability to provide legal services as needed for a range of issues and matters that may arise. Firms selected will be expected to provide expert legal counsel on an as-needed basis, offering specialized advice and guidance on various topics related to WEDC's functions, operations, and legal requirements.

When legal matters arise that require outside counsel, WEDC will review the Firms identified through this RFQ process to assess their qualifications for handling the specific issue(s). WEDC may select a firm for the particular matter based on WEDC's best judgement or may provide a description of the matter to one or more Firms, request a summary of each Firm's relevant experience and availability, and obtain a cost estimate to resolve the matter within WEDC's parameters. Based on this information, WEDC will execute an engagement agreement for the provision of legal services. While WEDC will primarily engage firms selected through this RFQ process for legal services, WEDC reserves the right to procure legal services on an as-needed basis or through a separate procurement process.

The scope of services will be flexible to accommodate the evolving legal needs of WEDC. The selected Firm(s) will advise WEDC on the applicable laws, regulations, policies, compliance issues, executive orders, and any other legal advisory services relevant to some or all of the following categories:

Corporate Governance and Governing Law:

- Bylaws and Board of Directors' duties and responsibilities
- Compliance and ethics, code of conduct, and conflicts of interest
- Public records and open meetings
- Legislative review and analysis
- Economic development and financing/incentive policy

Commercial Lending:

- Loan documents
- Lending vehicles – direct loans; participation loans; loan guarantees
- Marital Property Law
- Fair lending and nondiscrimination
- Background checks and allowable scrutiny of applicants and their affiliates
- Collateral documentation and management

Venture Capital & Early-Stage Financing:

- State Small Business Credit Initiative (SSBCI) implementation and compliance
- Early-stage lending, venture capital, and other financing tools (convertible notes, equity, SAFEs, royalty-based and other repayment options, licensing agreements)
- Venture Funds (creation and management)
- Intellectual property as collateral

Federal Compliance

- Federal grant compliance generally (ex. 2 CFR 200)

- Compliance with SSBCI, American Rescue Plan Act, Inflation Reduction Act including Green House Gas Reduction Fund Programs, and Bipartisan Infrastructure Law
- Executive Order compliance

#### Information Technology & Data Security:

- Data/Cyber Security
- Privacy and data protection regulations
- Artificial Intelligence

#### Collections:

- Defaults for failure to pay, submit required reports, or otherwise perform
- Forbearance, repayment and settlement negotiations
- Bankruptcy
- Judgment enforcement

#### Contracting:

- Financial and technical assistance award contracts, including loans, tax credits, and grants
- Procurement/vendor contracts for all goods and services
- Commercial leases
- Software, including SAAS and licensing
- Independent contractors/freelance talent
- Event venues, hotels, catering, equipment
- Sponsorships

#### Human Resources & Employment:

- Hiring (background checks/nondiscrimination/eligibility to work paperwork including visa and green card issues)
- Advise and/or investigate allegations of fraud, waste, misconduct, or other violations
- Benefits (health/disability/FMLA)
- Equal Opportunity/Equal Rights
- Diversity, equity, and inclusion
- Employee handbook
- Separations
- Employees as state public officials
- Privacy/Confidentiality

#### Marketing, Website, and Social Media Management

- Social media and website rules
  - Accessibility
  - Managing external commenting
  - Privacy regulations (including rising regulations akin to GDPR), policies, and terms of use
  - Distribution lists and opt-outs
- Owned intellectual property (trademarks/copyrights)
- Confirmation and management of third-party permissions and ownership of work product
  - Talent releases
  - Content providers
  - Photographers/illustrates/writers
  - Images/illustrations/content acquired from social media and other external sources

- Event attendee permission to share photo/data language assistance/recommendations
- Truth in advertising/competitive claims

#### Travel and Events

- Disclaimer language, disclosure, and privacy concerns with virtual meeting platform
- International export Compliance, including the impact of current federal Executive Orders and tariffs
- Trade Mission management, including contracting with attending businesses, meeting with foreign officials, and compliance with federal export laws, regulations, and applicable Executive Orders

## **II. Project Timeline**

The work required under this RFQ is subject to strict timing constraints. Firms responding to this RFQ must be prepared to conform to the following timeline. If this timeline is prohibitively restrictive, please indicate such and propose an alternate timeline.

<b>Event</b>	<b>Date</b>
RFQ Issued	April 8, 2025
Deadline to Submit Questions	April 25, 2025
Proposals Due	May 9, 2025
Committee Review of Proposals	May 12-20, 2025
Inform Firms of Possible Interviews	May 22, 2025
Possible Interviews with Firms	June 3, 2025
Approval of Award	June 17, 2025

## **III. Wisconsin Economic Development Corporation**

The Wisconsin Economic Development Corporation (WEDC) is a public body corporate and politic governed by Chapter 238 of the Wisconsin Statutes. WEDC was created under the 2011 Wisconsin Act 7 and 2011 Wisconsin Act 32 to replace the economic and community development operations of the former Wisconsin Department of Commerce and to serve as the State of Wisconsin's lead economic development organization. WEDC is governed by a sixteen-member Board of Directors. WEDC's Chief Executive Officer is appointed by the Governor.

WEDC provides financial and technical assistance and services to businesses and organizations in Wisconsin for the purpose of strategically investing in Wisconsin to enhance the economic well-being of people and their businesses and communities. As of June 30, 2024, WEDC had approximately 134 employees and an operating budget of approximately \$61.8 million. Revenues to finance its operating budget are primarily derived from state appropriations, loan repayments, and other sources of income.

WEDC operates twelve (12) departments, primarily located in Madison, Wisconsin. WEDC provides grants, loans, tax credits, and other financial and technical assistance to its customers. WEDC utilizes the Intacct accounting system as well as Salesforce and a grant and loan management system.

## **IV. Proposal Requirements**

Firms responding to this RFQ must provide sufficient responses to all the requests for information below. Failure to respond to any of the requests may result in the proposal being disqualified.

**A. Mandatory Requirements**

The Firm must include Wisconsin licensed attorneys. Each attorney who provides services to or represents WEDC must be licensed and in good standing to practice law in the State of Wisconsin. No attorney providing services to WEDC may currently have a suspended or revoked license to practice law in any state or federal district.

**B. Organizational Qualifications, Areas of Law, and Attorney Qualifications**

1. Provide a brief description of the Firm's history and organization, including the Firm's size, structure, and office location(s).
2. Describe the Firm's experience in advising organizations comparable to WEDC that offer similar programs and government-funded services.
3. Provide a list of at least two references who can attest to relevant experience, including their names, titles, email addresses, and telephone numbers.
4. Provide a list of any subcontractors (individual or organizational) that the Firm intends to use when providing services under this RFQ. (The Firm is not required to use subcontractor(s); however, no subcontractor may be used without WEDC's prior written approval.)
5. Describe how the Firm is working to promote diversity and inclusion within the Firm and the legal profession.

**C. Technical Requirements/Approach to the Project**

1. Describe, in detail, the Firm's technical approach to providing legal services to WEDC, including how attorneys are selected or provided opportunities to work on matters.
2. Provide a list of the areas of law identified in Section I (Scope) of this RFQ above for which the Firm proposes representing WEDC. For each area selected, provide a description of the Firms' experience with the subject matter.
3. For each area of law identified, provide a list of attorneys who are likely to be assigned to represent WEDC. Include a description of each attorney's specific area of expertise. Descriptions should include:
  - a. The professional and educational background of each attorney
  - b. Their position in the Firm, years, and types of experience
  - c. The offered fee structure and rates.

**D. Documents**

1. Provide a copy of the Firm's W-9.
2. Provide a copy of the Firm's standard engagement documents in Word format.
3. Provide a completed Supplier Demographic Attestation Form.
4. Certificate of Insurance for the required types of insurance may be required prior to the execution of an engagement letter.

**V. Cost Proposal**

WEDC is interested in exceptional legal services at the best value. Please propose fee structures that the Firm would consider as options for an engagement with WEDC, including alternate fee arrangements. Also, provide the hourly billing rates of each attorney or other legal staff member expected to work on the representation, as well as charges for any anticipated expenses, such as legal research, copies, travel, or other out-of-pocket costs.

**VI. Terms and Conditions**

The following terms and conditions govern responses to this RFQ and any resulting contract. These terms shall be adhered to by any interested Firm and are non-negotiable.

**A. Contract Term**

WEDC expects to utilize the final slate of firms for a period of five (5) years ending June 30, 2030. WEDC will engage with qualified Firms on an as needed basis. The individual engagement letters will be in effect for a period necessary to complete the engagement.

**B. Confidentiality**

The Firm acknowledges that all information, data, records, and documents disclosed by WEDC to the Firm or which come to the Firm's attention during the course of its response to this RFQ or performance under any resulting contract constitute valuable and proprietary assets of WEDC (Confidential Information). The Firm agrees not to disclose the Confidential Information, either directly or indirectly, to any person, entity, or affiliate, unless required to do so by legal process of law without prior authorization from WEDC. If required to disclose Confidential Information by legal process, the Firm shall provide WEDC with prompt notice so WEDC may seek an appropriate protective order. Except as required to respond to this RFQ or during the course of its performance under the terms of any resulting Agreement, the Firm shall not use any Confidential Information for its own purposes.

**C. Conflict of Interests**

The Firm's response to this RFQ must include, in writing, a disclosure of any potential conflict of interests that may arise from the Firm performing services for WEDC. Any resulting contract will require that if a vendor fails to disclose a potential conflict of interest, and if WEDC determines that such failure to disclose involves a material conflict of interest, the vendor's contract may be declared to be void by WEDC, and any amounts paid under the contract may be recovered by WEDC. Vendors shall notify WEDC of any changes that may create potential conflicts of interest. This language may be revised in accordance with any new procurement policy.

**D. Nondiscrimination**

Pursuant to Wisconsin law, any contract resulting from this RFQ will include the following language regarding nondiscrimination:

"Consistent with Wis. Stat. § 16.765: In connection with the performance of work under this contract, the Vendor 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 s. 51.01 (5), sexual orientation or national origin. This provision will 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 Vendor further agrees to take affirmative action to ensure equal employment opportunities. The Vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Vendor officer setting forth the provisions of the nondiscrimination clause."

**E. Public Records**

Responses to this RFQ, any communication with WEDC, and any resulting contract and work product are subject to the public records laws of the State of Wisconsin, § 19.31 et seq. Firms shall mark documents "confidential" where appropriate for financial and other sensitive materials that should be, to the extent possible, be kept in confidence. WEDC will notify the

Firm if it receives a public records request for materials marked confidential. Pursuant to Wis. Stat. § 19.36(3), all records of the Firms that are produced or collected in response to this RFQ and any resulting Agreement(s) are potentially subject to disclosure in response to a public records request.

F. Insurance

If awarded the contract, the Firm shall maintain Workers' Compensation, Legal Malpractice, Comprehensive General Liability (including Contractual Liability), and Automobile Liability insurance to cover any claims that may arise from operations under the contract.

**VII. RFQ Process**

A. Reasonable Accommodations

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

B. Communication with WEDC and Submitting Questions

All communication regarding this RFQ shall be directed to WEDC's Senior Associate Counsel, Ann Montgomery, at Legal@wedc.org. Information regarding this RFQ obtained from other sources is unofficial and nonbinding. Communication with other sources may be cause for the rejection of a proposal. All questions regarding this RFQ must be submitted in writing via electronic mail to WEDC's Senior Associate Counsel, Ann Montgomery, at Legal@wedc.org by April 25, 2025, at 4:00 p.m. CT.

C. Incurring Costs

WEDC is not liable for any cost incurred by a vendor for responding to this RFQ.

D. News Releases

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

E. Submitting the Proposal

Firms shall submit an electronic PDF version of their proposal to WEDC's Legal Department at legal@wedc.org, no later than May 9, 2025, at 4:00 p.m. CT. Proposals will only be accepted via electronic mail at this address. Proposal responses should follow the sequence and outline presented in this RFQ.

**VIII. Evaluation of RFQ**

A. Proposal Review, Verification, and Acceptance

WEDC shall review each proposal to verify that it meets all the specified requirements in the RFQ. WEDC may reject proposals that do not comply with the instructions contained in the RFQ. WEDC reserves the right to waive a particular specification if no Firm meets that specification. WEDC may request reports on the Firm's financial stability. WEDC may reject a proposal if WEDC determines that the Firm lacks adequate financial means to provide the required service.

WEDC retains the right to accept or reject any or all proposals, or accept or reject any part of a proposal, determined to be in the best interest of WEDC. WEDC shall be the sole judge as to compliance with the instructions contained in this RFQ. Proposals shall be firm for acceptance for sixty (60) days from the date of proposal opening unless otherwise noted. A

Firm may not modify its proposal after submission except to correct minor omissions or miscalculations as directed in writing by WEDC.

**B. Proposal Scoring & Evaluation Criteria**

Mandatory requirements described in Section IV (Proposal Requirements) must be met in order for a proposal to be considered for award under this RFQ. WEDC will review proposals and make recommendations to WEDC's Audit and Budget Committee for final approval of the slate of firms. WEDC may request a meeting with some qualified Firms before the final selection. Proposals will be reviewed in accordance with the following criteria:

1. The experience and qualifications of both the Firm and the specific attorneys who are expected to represent WEDC with respect to the category or categories of legal services for which the Firm claims expertise. (40%)
2. The Firm's experience with similar clients and legal matters, including representing governmental entities with similar types of work. (15%)
3. Overall quality and responsiveness of the proposal. (10%)
4. Responses from references and the Firm's reputation. (10%)
5. The proposed fee structure relating to the services the firm would provide, including any alternative fee arrangements. (15%)
6. It is WEDC's intent to have its Supplier Diversity Program reflect its commitment to diversity, equity, and inclusion. (See Supplier Demographic Attestation attached) (5%)
7. WEDC values maximizing opportunities in Wisconsin for businesses. (5%)

**C. Right to Reject Proposals and Negotiate with Firms**

WEDC reserves the right to reject any and all proposals. WEDC may negotiate with multiple vendors regarding the terms of the contract and the cost proposal before determining the slate of qualified Firms.

**D. Award Decision**

WEDC will create a slate of qualified Firms deemed to provide the services described in this RFQ at the best value to WEDC, taking into consideration the Firms' experience, expertise, and cost proposals.

**E. Notice of Intent to Award**

All Firms who respond to this RFQ will be notified in writing of WEDC's intent to include the Firm on WEDC's slate of attorneys as a result of this RFQ.