

OFFICIAL NOTICE #57433

**PREPARATION OF MARKET ANALYSIS COMPONENT OF THE
MENOMONEE VALLEY COMPREHENSIVE AREA PLAN**

The Department of City Development (DCD) of the City of Milwaukee (the "City"), through the Redevelopment Authority of the City of Milwaukee (RACM), is requesting proposals from qualified firms/individuals (the "Consultant") to prepare the Market Analysis Component of the Menomonee Valley Comprehensive Area Plan.

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, **April 22, 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 **April 23, 2013**.

Proposals are due April 30, 2013 by 11:00 a.m.

April 8, 2013

TABLE OF CONTENTS:

Cover Sheet and Table of Contents	Page 1
RFP Document	Pages 2-6
General RACM RFP Requirements.....	Pages 7-9
Scope of Service Requirements.....	Pages 10-11
Technical Requirements for Plans Prepared by Consultants.....	Pages 12
Map with boundaries attached	1 Page
Attachments	
A. SBE Information Form A (<u>must be completed and attached to your proposal</u>)	
B. Affidavit of No Interest (<u>must be completed and attached to your proposal</u>)	
C. Non-Debarment Form (<u>must be completed and attached to your proposal</u>)	
D. Designation of Confidential and Proprietary Information Form	

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE
809 N. Broadway
Milwaukee, Wisconsin 53202**

I. Background

A plan for the Menomonee Valley (the Valley) in the City of Milwaukee was prepared in 1998, with the purpose of guiding physical development in that area of the city. Over the past fifteen years, the recommendations of the existing plan have been implemented with great success. The Valley has been transformed from an area of disinvestment to a national model in economic development and environmental sustainability. 300 acres of brownfields have been developed, 35 companies have moved to the Valley, and more than 4,700 family-supporting jobs have been created. One million square feet of green buildings and seven miles of trails have been constructed, and 45 acres of native plants installed, leading to improved wildlife habitat and water quality.

Although the Valley has seen much success, there are still opportunities for additional development and catalytic investment particularly east of the Menomonee Valley Industrial Center. The city along with its community partners are now ready to create an Updated Menomonee Valley Comprehensive Plan to build on the momentum created to date.

The City of Milwaukee's comprehensive plan includes a Citywide Policy Plan and series of twelve area plans. The Citywide Policy Plan recommends broad policy for the entire city and the area plans tailor specific recommendations to smaller geographic areas within the city. The Menomonee Valley Plan is one of the twelve Area Plans.

The purpose of the Menomonee Valley Plan is to evaluate the existing assets and identify opportunities in the area to guide future development and investment. The plan will be prepared with extensive public involvement and will be guided by the City in conjunction with its community partners.

For more detailed background information on Valley history and the many successes over the past fifteen years can be found at the following websites:

<http://city.milwaukee.gov/Plansandstudies/AreaPlan/MenomoneeValley.htm>

<http://city.milwaukee.gov/Plansandstudies/AreaPlan/MenomoneeValley/Previous-Plans-and-Studies.htm>

<http://www.renewthevalley.org/>

<http://city.milwaukee.gov/Projects/30thStreetIndustrialCorridor.htm>

II. Market Analysis Objectives

The analysis will be incorporated into the to the Menomonee Valley Comprehensive Area Plan and inform decision making during the planning process. The plan will provide a coordinated framework for public and private investment decisions and practical implementation strategies, with emphasis on sustainable and high quality design.

- The plan will utilize the existing planning knowledge base by integrating the analysis and recommendations of studies and planning efforts recently conducted/being conducted for the project area.

- The plan will identify area needs, highlight development opportunities, and establish priorities for investment.
- The plan will identify catalytic projects to guide and focus investment.
- The plan will provide guidance for balancing residential, commercial and industrial investment and adding long-term value.
- The plan will provide a basis for leveraging and directing long-term investments.

III. Scope of Services

SEE ATTACHED

IV. Project Requirements

A. Schedule – A fixed price contract will be executed with the chosen Consultant following the completion of the evaluation of the responses. The target date for contract completion is five to seven months from project initiation/contract execution. This does not preclude the negotiation of additional or reduced services and contract amounts prior to the initiation of work. If this timeline is judged to be unreasonable, the Consultant should suggest a different completion date and explain the rationale.

B. Coordination - Staff from the DCD’s Planning division will coordinate the assignment of this project. For the purpose of efficiency, RACM/DCD requires that the chosen Consultant be accessible to RACM/DCD staff on a regular and as needed basis. The Consultant and RACM/DCD will establish a regular communication format through which RACM/DCD can be kept current as to the plan's progress.

C. Products - 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 RACM/DCD (City of Milwaukee). RACM/DCD will have access to all other working papers or information stored on a computer or computer disk of the Consultant concerning this contract; the Consultant should check with RACM/DCD prior to destroying any working papers or information stored on a computer or computer disk. The Consultant may release no information about this proposed project without RACM/DCD’s prior authorization.

D. Insurance - Before commencing work the Consultant shall furnish RACM, for review and approval, evidence of the following insurance coverage:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI (Bodily Injury) \$500,000 per occurrence \$1,000,000 aggregate PD (Property Damage) \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence

Professional Liability

\$1,000,000.00

The Consultant shall provide the RACM with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. RACM shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. Failure to provide the insurance required shall permit the RACM terminate a Contract. RACM, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation 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 RACM, DCD or the City 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 contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the RACM.

The certificate holder shall be noted as: Redevelopment Authority of the City of Milwaukee
809 N. Broadway, 3rd floor
Attn: Scott Stange, Purchasing/Contract Services
Milwaukee, WI 53202

V. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents - Consultants responding to this RFP must provide the following information in their proposals. Brevity is encouraged. None of the following should exceed one page in length.

1. Title Page

The title page should include - Request for Proposal #57433, **Market Analysis Component of the Menomonee Valley Comprehensive Area Plan**, 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 describe the Consultant's understanding of the work to be performed. Explain the team's integrated approach and how this will benefit the process and the final Menomonee Valley Comprehensive Area Plan. The names of those

authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included

3. Time and Cost

The Consultant should provide a time and cost estimate for each project task from this RFP's Scope of Services. The Consultant must provide an all-inclusive cost schedule, including fees and reimbursables (e.g. travel). The successful Consultant shall be expected to honor the cost schedule identified in their proposal for the duration of the contract, unless modified by mutual agreement in writing.

4. Documentation of Past Experience and Qualifications

Explain the Consultant team's planning process, and how it will develop innovative, diverse and practical recommendations.

Provide information about the Consultant's experience in working on similar projects. Information should include project summaries, descriptions of the firm/individual's involvement in the projects, references for these projects, the dates the work was performed, whether the office proposed for this contract was the servicing office, and whether key persons assigned to these projects are still with the firm and available to work on this project.

Provide a sample of work demonstrating the writing and editing ability of key consultant staff assigned to the project. This sample should be included with the submission and preferably provided on a CD (though paper versions will still be accepted).

5. Staffing

The Consultant must identify of the specific people/person who would manage this project and a description of their experience and qualifications. Identify the person who would manage the project.

Key Consultant staff to be assigned to the plan must be identified, along with a description of the tasks and approximate number of hours of involvement of each staff person in the project.

If the Consultant proposes to use subcontractors for this project, subcontractors must be identified. Provide the following information about proposed subcontractors: Company name, name of contact, title of contact, telephone number. All subcontractors must be approved by the City of Milwaukee.

6. Small Business Enterprise (SBE) Participation

The goal for this contract is a total combined Small Business Enterprise (SBE) participation rate of 18% of the total dollars expended on this Contract. SBE's must be currently certified by the City of Milwaukee. For a listing of SBE firms certified by the City of Milwaukee, go to the following link, click on the "SBE Business Directory" and then click on "Search for Certified Firms":

<http://city.milwaukee.gov/osbd>

Proposers must complete and submit with their proposal Form A, as referenced in the Table of Contents (Attachment A).

B. Selection of Consultant -After screening proposals for completeness and project cost; the RACM/DCD Staff along with its community partners will evaluate proposals and assign points to each proposal based on the following criteria:

- Consultant's understanding, experience and success in preparing market analyses (a maximum of 25 points);
- Quality of the description of the proposed products and methods (a maximum of 25 points);
- Consultant's understanding of and experience working in the Milwaukee market or similar markets (a maximum of 20 points)
- Ability to meet with DCD on a regular and as needed basis (a maximum of 15 points);
- Quality of the writing in sample work included with the proposal (a maximum of 10 points);
- SBE Business participation (a maximum of an additional 10 points)
- All-inclusive project cost (a maximum of 10 points)

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 April 22, 2013**. Questions initiated after **April 22, 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 **April 23, 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 7 (seven) copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., April 30, 2013**. The proposals must be submitted **along with the required, SBE Form A , 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 #57433 – Market Analysis Component of the Menomonee Valley Comprehensive Area Plan**

VI. General RACM RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, 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 RACM 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

RACM 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. The RACM will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

The RACM and the Consultant will agree on a performance and payment schedule. The Consultant will submit to the RACM invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Consultant's work product and upon acceptance by the RACM of the services performed.

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, the RACM 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 the RACM, become the property of the RACM. Notwithstanding the above, the Consultant shall not be relieved of liability to the RACM for damages sustained by the RACM 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, RACM is exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. 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 RACM reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous

The RACM (City of Milwaukee) 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. The RACM (City) will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the RACM (City of Milwaukee) 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 RACM 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 the RACM 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.

RACM 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 RACM.

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 Department of City Development, Redevelopment Authority (DCD-RACM), 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 the Redevelopment Authority of the City of Milwaukee 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 the Redevelopment Authority 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 the Redevelopment Authority 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.

**SCOPE OF SERVICE REQUIREMENTS
FOR THE
MARKET ANALYSIS COMPONENT OF THE
MENOMONEE VALLEY COMPREHENSIVE AREA PLAN**

Please note: The Consultant is not responsible for all tasks. Some of the tasks listed below are initiated and completed entirely by DCD staff or DCD staff in combination with the Contract Management Team (CMT) and the Plan Advisory Group (PAG).

Key services for the market analysis are an economic assessment and inventory of the valley plan area, which includes focus groups, information gathering pertaining to strengthening of districts and corridors, and identification of economic gaps and opportunities.

The objective of the Market Analysis is to identify target economic sectors that will be successful within the Menomonee Valley and generate jobs for residents of the adjacent neighborhoods as well as city-wide.

DCD will help facilitate coordination between the market analysis consultant and the consultant chosen for the Menomonee Valley Comprehensive Plan Update.

Task 1: Plan Initiation

- 1.1 Redevelopment Authority of the City of Milwaukee (RACM)/Department of City Development (DCD) will conduct contract negotiations finalizing scope/budget/schedule with the Consultant, through e-mail and regular mail.
- 1.2 RACM and Consultant will sign the contract with the scope/budget/schedule attached. RACM will submit to Consultant a signed final copy of the contract.
- 1.3 Lead Consultant will conduct project initiation meeting with the Valley Contract Management Team (CMT) to review the overall work plan, coordination with market analysis consultant, desired outcomes and expectations, project budget, and timetable.

Task 2: Information Gathering and Analysis

- 2.1 Consultant will participate in one guided walking tour with Valley CMT members and other stakeholders. Logistics will be arranged by DCD and Valley CMT.
- 2.2 Review the market analysis component of the “30th Street Corridor Economic Development Master Plan” (December 2011) - using the pertinent citywide information contained in that plan, update and supplement with additional data collection and analysis as needed to apply to the Menomonee Valley. Consider the local workforce, its skills and education in assessing prospective industries.
- 2.3 Consultant will review current trends and conditions, analyze supply and demand, review the quality and quantity of existing manufacturing and industrial uses within the Valley, along with industrial, commercial and residential uses within the Near West Area Plan along W. Clybourn Street and within the Near South Area Plan along Pierce/Bruce Streets area and identify the advantages and disadvantages for business retention, expansion, and new and re-development

- 2.4 Consultant will conduct a focus group of developers, brokers, and lenders to discuss real estate and development potential and impediments, business needs, strengths and weaknesses of the corridor, and development trends within the corridor. DCD and Valley CMT will be responsible for all meeting logistics and content. Consultant will review and provide input on interview questions provided by DCD, via email, or phone conference, prior to pertinent meetings. These focus groups will be coordinated with the Menomonee Valley Plan Consultant.
- 2.5 Consultant will participate in up to 15 stakeholder interview sessions. DCD and Valley CMT will be responsible for all meeting logistics and content. Consultant will review and provide input on interview questions provided by DCD, via email, or phone conference, prior to pertinent meetings. These interviews will be coordinated with the Menomonee Valley Plan Consultant.
- 2.6 Consultant will conduct more specific workforce match analysis for Valley area. In the Valley Industrial Center, there is a 22 jobs per acre requirement for development, currently 24 jobs per acre are being developed. Analyze to determine if this requirement should be applied to future industrial developments.
- 2.7 Review of sites susceptible to change, including vacant and underutilized properties to identify opportunity sites within the corridor with the highest potential for redevelopment. Consultant will identify market opportunities within the plan area and determine where and what types of investment and development will most likely be long-term economically successful.

Task 3: Report

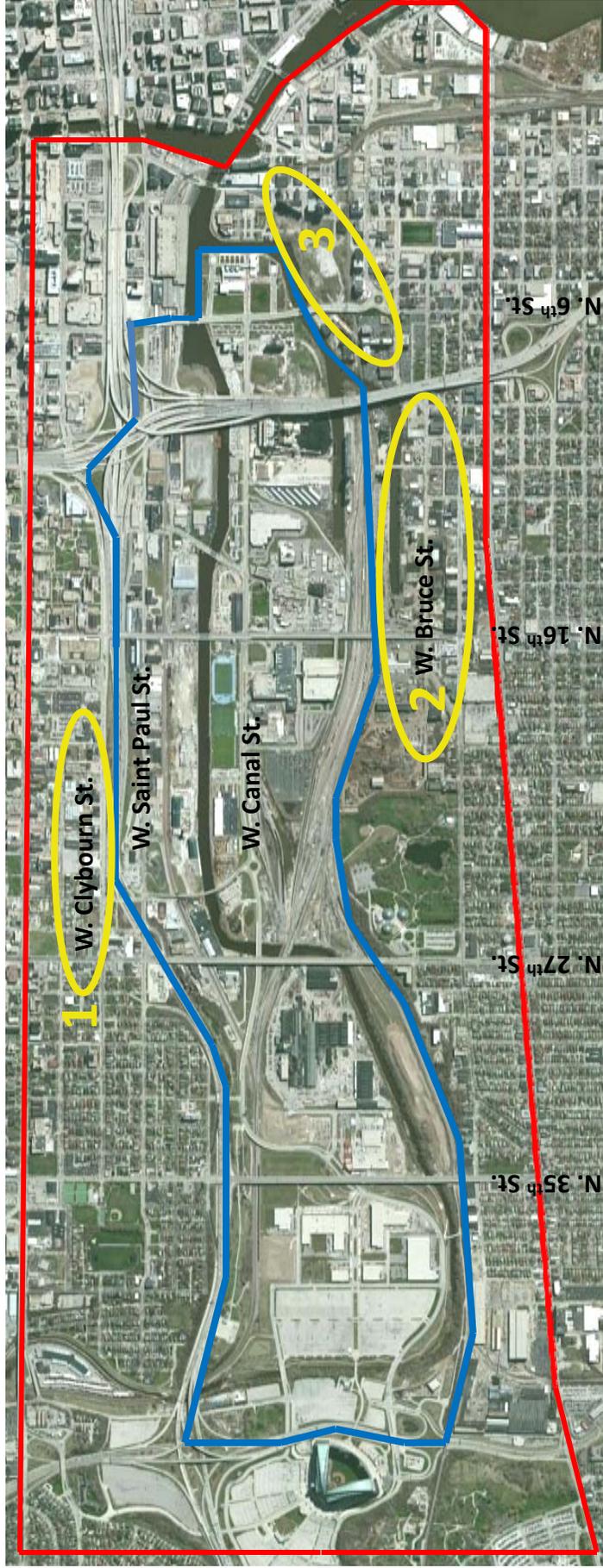
- 3.1 The Consultant will prepare a Draft written report, with tables, graphs, maps, and photographs where appropriate, outlining the details of the market analysis. This Draft will be reviewed by DCD and the Valley Plan Contract Management Team. Consultant will incorporate any changes from this review into a Final report. A summary report will also be created for inclusion in the Valley plan document.

RFP TECHNICAL REQUIREMENTS FOR DCD PLANS

Software and file formats used in the preparation of the plan and all supporting documents

Software compatibility must be evaluated and approved by DCD Planning before commencement of the project. Note that DCD Planning uses only Windows software. General requirements are:

- a. Microsoft Word (2007) for early drafts of text and editing
- b. ArcMap (version 10.0)
- c. Microsoft Excel (2007) for all charts
- d. High resolution JPEG or PDF for all images



2013 Menomonee Valley Area Plan Update Boundary

1998 Valley Plan Boundary

Adjacent Areas to Include*

* In addition to the primary boundary, the three areas identified in the yellow ovals will be studied and recommendations developed. Recommendations will either become part of this plan or amendments to the appropriate area plans.

ATTACHMENT A

FORM A

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (RACM)
PRIME CONTRACTOR'S AFFIDAVIT OF COMPLIANCE FOR
UTILIZATION OF SMALL BUSINESS ENTERPRISE PROGRAM PARTICIPATION**

Official Notice # _____

Date: _____

The bidder's commitment for SBE participation on this project is ____%.

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors or material suppliers for such bid.

The undersigned acknowledges, understands, and agrees that submission of a bid shall commit the bidder to comply with the Small Business Enterprise Program in subcontract work on this contract.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

Company Name

Authorized Signature and Title

Printed Name

STATE OF WISCONSIN, COUNTY OF _____

The above personally came before me this ____ day of (month) _____, (year) _____, and acknowledged that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____

County of _____, Wisconsin

My Commission Expires: _____

ATTACHMENT C

Non-Debarment Form

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.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, 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), 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. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at <http://epls.arnet.gov>."

Signature/Authorized Official

Date

Title

ATTACHMENT D

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to RACM’s Request for Proposals No. 57433 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 RACM under a pledge of confidentiality. I would not have submitted this information had RACM 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: RACM, 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.

RACM 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 RACM 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 RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

RACM’s 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 RACM, Purchasing Division.

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