

Official Notice #57347

**Request for Proposals:
Residential Inspection and Construction Management Services**

On behalf of the City of Milwaukee (City) and the Department of City Development (DCD), the Neighborhood Improvement Development Corporation (NIDC) is seeking the services of qualified HUD Certified Homebuyer Counseling Agencies to make inspections of one-family and two-family homes, prepare cost-estimated scopes of work, and manage residential rehabilitation construction contracts for participants in its Neighborhood Stabilization Program loan programs.

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 May 16, 2012.** Any additional information and/or clarification(s) regarding this RFP will be posted in the form of an **addendum by May 17, 2012.** It is the responsibility of the Proposer, prior to submitting a bid, to determine whether all addendums have been received and are included in the RFP response.

Proposals are due May 24, 2012, by 11:00 a.m.

TABLE OF CONTENTS:

Cover Sheet and Table of Contents.....	Page 1
RFP Document	Pages 2-8
General DCD RFP Requirements	Pages 9-11
Attachments	
A. Section 3 Business Certification.....	Page 12
<u>(must be completed and attached to your proposal)</u>	
B. Affidavit of No Interest	Page 13
<u>(must be completed and attached to your proposal)</u>	
C. Non-Debarment Certification.....	Page 14
<u>(must be completed and attached to your proposal)</u>	
D. Designation of Confidential and Proprietary Information Form.....	Page 15

**DEPARTMENT OF CITY DEVELOPMENT
OF THE CITY OF MILWAUKEE
809 N. Broadway
Milwaukee, Wisconsin 53202**

May 2, 2012

I. BACKGROUND: FORECLOSED HOMES & NEIGHBORHOOD STABILIZATION

As of April, 2012, there were more than 1,600 foreclosed homes in Milwaukee and many more in pre-foreclosure. Since early 2009, the Department of City Development has administered the Neighborhood Stabilization Program (NSP) to assist homeowners and responsible investors purchase and rehabilitate foreclosed properties. Over the next 12 to 24 months, DCD will continue its implementation of this program to address the problem of foreclosed homes. All foreclosed homes are vacant and abandoned properties that will be purchased by new owner-occupants or responsible investor-owners.

HUD approved homebuyer counseling agencies who are interested in providing rehab management services for DCD should know that many of the foreclosed homes are located in the central city, are boarded, and do not have electrical service or heat.

Federal and City guidelines require that the foreclosed homes be rehabilitated to code-complaint and lead-safe conditions. A strong emphasis will be placed on improving energy efficiency and exterior improvements (e.g. new siding, new porches, landscaping, etc.)

It is expected that the condition of the foreclosed homes will vary. The rehabs will generally cost \$25,000 or more, however, some may only require relatively moderate amounts of work.

II. INTRODUCTION

DCD is soliciting proposals from qualified HUD Certified Homebuyer Counseling Agencies (“Agencies”) to manage residential rehabilitation and remodeling projects by providing Rehabilitation Specialist (“RS”) services. In general, Agencies would be requested to provide these services only for those clients for whom they are also providing homebuyer counseling or other services for.

The Rehabilitation Specialist will:

- inspect vacant foreclosed properties;
- develop pre-purchase cost-estimated rehabilitation scopes of work based on Program standards (Please refer to the Neighborhood Stabilization Program (NSP) information in the following link for more information about the Program: <http://www.city.milwaukee.gov/CommunityDevelopment310.htm>);
- assist purchasers with finding qualified rehabilitation contractors;
- provide private lenders and NIDC loan officers with information so that buyers may obtain financing;
- reconcile problems during the construction process; and
- review the rehab contractors’ requests for payment and authorize interim and final payments to contractors.

III. SCOPE OF WORK

The 3 major components to the RS's responsibilities are as follows: a. Develop cost-estimated scopes of work; b. assist the owner with finding qualified contractors; and c. construction management.

A. Cost-estimated rehabilitation scopes

The Rehabilitation Specialist (RS) will inspect vacant, foreclosed properties and write detailed cost-estimated scopes of work. The scopes must include:

- A list of code violations to be corrected, with an emphasis on exterior conditions, structural problems, electrical, plumbing, and heating hazards
- Lead abatement and lead safety repairs
- The RS must check to see if there are unabated building inspection or lead orders
- Weatherization improvements
- Landscaping improvements
- A line-item cost estimate

In some cases, the RS may develop a general feasibility report which will not require detailed analysis.

B. Finding Qualified Contractors

Many buyers will need help finding qualified contractors. The RS will assist the buyers with finding, evaluating and selecting contractors to bid on the work. The RS will prepare bid summaries and forward to lenders and/or the NIDC loan officer.

The City strongly encourages owners to contract with Minority, Women and Small Business Enterprises (MWSBE) and Section 3 businesses. The RS is expected to facilitate the involvement of MWSBE and Section 3 businesses in the contracting for the rehabilitation work. See below for more information about MWSBE goals and the City's MWSBE Program.

C. Construction Management

Most buyers will probably hire general contractors, although some may choose to hire separate prime contractors (such as heating, electrical, plumbing, carpentry.) Although the RS will not formally manage the rehabilitation construction, it is expected that he/she will maintain an overall knowledge of the progress of work at each property and will make themselves available to answer owners' and contractors' questions.

The RS will recommend change orders to DCD and collect/maintain documentation including, but not limited to contractors' licensing information, proof of contractors' insurance, lead dust-wipe clearances, permit sign-off by the Department of Neighborhood Services and the Health Department. When the job is complete, the RS will organize the file and turn it over to DCD.

A very important responsibility will be to approve contractor payments, per Program standards.

IV. Project Requirements

A. Contract

The contract will begin upon Contractor's receipt of a fully executed copy of the contract and will be for one year, with the option to extend the contract for two additional one-year terms. Depending on the quality of submittals and capacity, DCD may contract with one or more parties. The DCD reserves the right to terminate the Contract at any time if the RS's performance fails to meet the terms and conditions outlined in this Request for Proposal and in the Contract.

B. Coordination

A staff member from DCD will coordinate the project. For the purpose of efficiency, the DCD prefers that the assigned Contractor be accessible to DCD on a regular and as needed basis. The Consultant and the Department will establish a regular communication format through which the DCD can be kept current on each project's progress.

C. Products

The Consultant shall provide deliverables as noted in the Scope of Services. All documentation (including work in progress) from this contract will remain the property of the DCD. 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 the DCD (City) prior to destroying any working papers.

D. Timely Performance

The RS must be available to make initial and follow-up inspections on relatively short notice (2-3 days or less.) Each cost-estimated rehabilitation scope (and other reports) must be submitted by the RS within 3-4 days, or less, of the initial inspection. Time is of the essence with respect to all reports, obtaining bids, and payment approvals.

E. Conflict Of Interest

To avoid the potential for a conflict of interest, or the appearance of a conflict of interest, the Contract between DCD and the Counseling Agency will include strict standards to guard against financial or improper (or illegal) connection between the Agency and contractors and will require the Agency to disclose any conflicting interest in connection to any contractors used for the rehab work

The Agency further covenants that neither it nor any of its officers, agents, or employees presently will acquire any financial interest, direct or indirect, in any rehabilitation contractor the Agency assists the owner in finding, evaluating, or selecting.

The Agency further covenants that it shall not acquire any other interest, direct or indirect, which would conflict in any manner or degree with the performance of its services described herein.

F. Rehabilitation Specialist a Private Contractor

The RS will not be an employee of DCD. Compensation will be strictly on the basis of an agreed-upon fee structure. A contract between DCD and the RS (“Contract”) will specify the terms and conditions of each party’s responsibility.

G. NIDC, DCD, and the City are not liable:

No warranties or representations are made or implied regarding structural integrity or the safety of any property referred to the RS. You enter onto the properties at your own risk.

In addition, no warranties or representations, express or implied, are made by the City regarding the structural integrity or the safety of any property referred to the RS. Therefore, the RS enters onto these properties at its own risk. The RS will save and indemnify and keep harmless the City against all liabilities, judgments, costs, and expenses which may be claimed against the City. On account of bodily injury or death, or both, or property damage suffered or alleged to have been suffered by the RS, or any of its officers, agents, or employees, on any property referred to the RS.

H. Private Automobile

The RS will be expected to provide their own vehicle necessary to perform these services. There will be no allowance for mileage reimbursement, parking, or other associated expenses.

I. Insurance: Current evidence of insurance as follows:

Coverage	Amounts
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Errors and Omissions	\$1,000,000 per occurrence

The City shall be named as an additional insured with respect to liability coverage, except for the Errors and Omissions policy. The City shall be given thirty (30) days notice in advance of cancellation, non renewal, or material change in any insurance coverage.

The City reserves the right to request additional clarifying information from prospective Consultants over and above that included in the proposal submissions

J. Americans with Disabilities Act

The City complies with the Americans with Disabilities Act of 1990. Upon reasonable notice, we will accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. Further, the successful Contractor must agree to comply with all applicable requirements of this Act in the performance of this Contract.

V. PROPOSAL FORMAT

In order to simplify the review process and to obtain the maximum degree of comparability, proposals should be organized in the following manner. Brevity is encouraged. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

A. Letter of Transmittal

This letter should state concisely, in less than one page, the proposer's understanding of the work to be performed, and the ability of the firm to perform the work.

B. Title Page

The title page should include "Request for Proposal, Department of City Development, Residential Inspection and Construction Management Services", the name of the proposing firm, address, telephone number, name of contact person, email address and the date.

C. Qualifications and Experience

Proposers must have expert overall knowledge of housing construction and rehabilitation, including carpentry and structural conditions, weatherization, electrical, plumbing, heating, and the City of Milwaukee maintenance code (Chapter 275.) Familiarity and experience with the Uniform Dwelling Code, the National Electric Code, and the Wisconsin Plumbing Code are required.

Proficient knowledge of and experience with federal housing programs (NSP, HOME, CDBG, Section 8) is highly-desired.

Proposers are required to submit the following documents:

- A photocopy of your certificate of insurance
- A resume, or a list of licensing, certifications, training, and relevant experience
- A sample scope of work for a residential 1-family or 2-family property
- Professional references
- HUD Certification as a Homebuyer Counseling Agency

It is preferred that candidates have some or all of the following certifications or memberships listed below. Proposers shall provide documentation of any of the following:

- State of Wisconsin Lead Risk Assessor or Certified Lead Supervisor
- Wisconsin Association of Home Inspectors
- American Society of Home Inspectors
- National Association of Home Inspectors

D. Project Team

In this section proposers should present staff experience and organization of staff that will be working under this contract

E. Costs

Although some properties may require more time than others, NIDC and DCD prefers to pay a per unit costs for the 3 categories of work outlined herein (i.e. A. Scopes of Work, B. Finding Qualified Contractors, and C. Construction Management.) Submit cost proposal information that will enable DCD to select the most qualified organizations or individuals. At a minimum submittals are required to list separate prices for:

- A single family Scope of Work
- A two-family Scope of Work
- Finding Qualified Contractors: single family
- Finding Qualified Contractors: two-family
- Construction Management: single family
- Construction Management: two-family

The successful contractor will be expected to honor the prices identified in this RFP for the duration of the contract, unless modified by mutual agreement in writing.

F. Minority, Women and Small Business Enterprises Action Plan

The City strongly encourages use of Minority, Women and Small Business Enterprises (MWSBE's.) The goal is at least 25% of the project budget. Inspection contractors should note if they are a certified MWSBE, or intend to use MWSBE sub-contractors for any of the work, it is expected that the RS will actively work with the City's Office of Small Business Development office, to include MWSBE rehab contractors to the fullest extent possible. More information about the MWSBE Program may be found at:

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

G. Section 3 Business Participation- Section 3 Business Participation is also encouraged for this bid. Responding Vendors **must complete the attached Section 3 Business Certification Form.**

VI. EVALUATION CRITERIA

DCD 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:

- Price/cost proposal 40
- Qualifications and Experience 20
- Ability/capacity to perform the work as herein described 15
- Overall quality of the proposal 15
- Commitment to MWSBE participation 10

Preparation of a cost-estimated scope of work at a site selected by the City may also be required.

DCD retains the right to request additional information from the most qualified Proposer(s).

VII. DELIVERY

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 **May 16, 2012**. Questions received after **May 16, 2012** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet at website referenced on the front page of this RFP in the form of an addendum to this RFP by **May 17, 2012**.

An original and three copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., May 24, 2012**. 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 #57347 – Residential Inspection and Construction
Management Services**

Please provide **one original and three copies** of your proposal, one to be signed with an original signature.

DCD reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of DCD.

General DCD RFP Requirements

1. Interpretations of RFP - Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, 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 DCD 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 - DCD 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 - DCD Staff 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. DCD will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments - DCD and the Consultant will agree on a performance and payment schedule. The Consultant will submit to DCD 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 DCD 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, DCD 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 DCD, become the property of DCD. Notwithstanding the above, the Consultant shall not be relieved of liability to DCD for damages sustained by DCD 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 City of Milwaukee 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, DCD reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous - DCD 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. DCD will require an Affidavit of No Interest, which provides that no official or employee of DCD, the Contract Management Team, and/or the 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 DCD 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 DCD 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. DCD 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 DCD.

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 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 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 DCD 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 DCD 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.

Attachment A

DEPARTMENT OF CITY DEVELOPMENT OF THE CITY OF MILWAUKEE

Section 3 Business Certification

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full-time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above.

Section 3 Person Criteria: A Section 3 qualified person must:

- 1.) Be a resident of Public or Indian Housing; **or**,
- 2.) Live in the Milwaukee Metropolitan Area (Milwaukee, Waukesha, Washington or Ozaukee Counties); **and**, earn no more than the following amounts:

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$39,850	\$45,550	\$51,250	\$56,900	\$61,500	\$65,050	\$70,600	\$75,150

Section 3 Statement: Please check the appropriate box below.

- My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

Note: The Department of City Development (DCD) may request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business. If you are found to have intentionally falsified any information on this report, you may be prohibited from bidding on future DCD projects. If you have any questions about this form, please call your agency contact representative.

Attachment C

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 D

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the DCD Request for Proposal No. 57347 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 DCD under a pledge of confidentiality. I would not have submitted this information had the DCD 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 DCD, 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 DCD 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 DCD 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 DCD, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The DCD 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 DCD, Purchasing Division.

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