

OFFICIAL NOTICE #57367

LISTING AGENTS FOR THE NEIGHBORHOOD IMPROVEMENT DEVELOPMENT CORPORATION AND ITS AFFILIATED LIMITED LIABILITY CORPORATIONS (LLC'S)

The Neighborhood Improvement Development Corporation (NIDC) is seeking the services of a qualified Real Estate Broker(s) to list condominium units for sale. The condominiums, which are owned by NIDC and its affiliated LLC's, are in the Woodlands Condominium Association, located at N 95th Street and W Brown Deer Road in Milwaukee, Wisconsin ("the Woodlands.")

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 **July 5, 2012**. Any additional information and/or clarification(s) regarding this RFP will be posted in the form of an addendum by **July 6, 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 July 12, 2012, by 11:00 a.m.

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**Neighborhood Improvement Development Corporation
809 N. Broadway
Milwaukee, Wisconsin 53202**

June 22, 2012

The Neighborhood Improvement Development Corporation (NIDC) is seeking the services of a qualified Real Estate Broker(s) to list condominium units for sale. The condominiums, which are owned by NIDC and its affiliated LLC's, are in the Woodlands Condominium Association, located at N 95th Street and W Brown Deer Road in Milwaukee, Wisconsin ("the Woodlands.")

I. Background

The Woodlands (then North Meadows) was developed in the mid 1970's for affordable homeownership. The development was initially 100% owner-occupied, but over the years, families moved out and many were unable to sell their unit. Faced with taxes, association fees, and mortgages, many owners felt they had no option but to rent their units. As time went on, some units were bought by investors; others fell into tax foreclosure or were taken by the association for unpaid fees. By the late 1990's, the number of rentals far exceeded owner-occupied, and over 100 units were vacant. Crime and other problems threatened stability. As part of a strategy to influence the Association's management policies and procedures, and in cooperation with the office of the City Attorney, NIDC acquired over 50 units in 2000. NIDC initially rented the units but over the years sold them as opportunities for owner-occupancy arose.

There has been a notable turnaround at the development. NIDC and other partners such as the nearby YMCA, Alexian Village, Risen Savior Lutheran Church and its affiliated K-8 school, have worked to improve conditions. The Association's Board of Directors has implemented policy changes that reduced crime and other problems. Owner-occupancy increased through partnerships including collaboration between NIDC and Habitat for Humanity. NIDC also offers special financing assistance to owner-occupants, providing low-cost and forgivable rehabilitation loans. For the past year, NIDC and the Local Initiatives Support Corporation (LISC) have jointly sponsored a full-time AmeriCorps volunteer assigned to the Woodlands. The AmeriCorps volunteer promotes homeownership and organizes residents around quality of life issues.

Although NIDC currently rents (or is attempting to rent) 19 units, the goal is to eventually sell all units to owner-occupants. As of June, 2012, there are 8 vacant units that could be available to list for sale to owner-occupants. Depending on the pace of sales, it is possible that as leased units become vacant, more units will be listed for sale to owner-occupants.

Besides the units mentioned above, NIDC recently fully rehabilitated another 7 units. These units are available for sale to owner-occupants.

II. Units Available for Sale, and Availability of Rehab Funds

Units that are not fully rehabilitated: The units needing rehab will be offered "as-is." Most units are decent and safe, but some require moderate to extensive rehabilitation. Buyers must correct all code violations and, within 12 months of purchase, provide NIDC a "Certificate of Code Compliance" issued by the City's Department of Neighborhood Services.

Eligibility: NIDC reserves the right to deny sale to a buyer if, in NIDC's opinion, the buyer is not financially or otherwise capable of obtaining a Certificate of Code Compliance within 12 months of purchase.

Rehab Loans Available: NIDC will make available Federal HOME funds to pay for rehab (but not purchase) of the units. Buyers will not be required to take out a HOME loan and only eligible applicants will receive funds. Loans must be paid back; i.e. no grants or deferred payments are

available. Interest rates are currently 0%. Other restrictions apply. Rehab loans are not available for fully-rehabilitated units.

Fully-rehabilitated units: These units were rehabilitated with Federal Neighborhood Stabilization Program (NSP) funds. As of June, 2012, 3 of the 7 units are listed for sale on MLS. NIDC reserves the right to extend those listings with Brokers procured under a separate RFP, or to offer those units for sale through this RFP. Brokers will be expected to familiarize themselves with the City of Milwaukee's NSP Acquisition/Rehabilitation/Resale Program. More information on this Program is available at www.milwaukeehousinghelp.org. Buyers must meet NSP income and other restrictions.

III. Scope of Services

NIDC is seeking the services of one or more licensed and experienced real estate agents to list and market vacant condominium units at the Woodlands.

The agent will:

- Assist with determining the listing price.
- List properties for sale on MLS.
- Assist with all aspects of marketing and sale of the properties.
- Work with housing counseling agencies to identify qualified owner-occupant buyers.
- Assist buyers with the lending process.
- Assist buyers with obtaining 8 hours of home buyer counseling from a HUD-certified agency.
- Assist interested buyers with qualifying for a federal HOME loan through NIDC (if applicable.)
- Work with NIDC staff, buyers and/or their agents up to closing.
- If selected to market a fully-rehabilitated unit, familiarize him/herself with the City's NSP Acquisition/Rehab Program.

IV. Project Requirements

A. Time Frame

Listings for this project should begin as soon as a contract with the Real Estate Agent (s) can be executed. At its discretion, NIDC will list vacant units with the Real Estate agent until all or sold. Note: the term of the initial Contract will be 1 year, with up to 2 1-year extensions at the discretion of both parties.

B. Coordination

A staff member from NIDC will coordinate the project. For the purpose of efficiency, NIDC requires that the assigned Real Estate Agent(s) be accessible to NIDC on a regular and as needed basis.

C. Products

The Real Estate Agent(s) shall provide services and deliverables as noted under the Scope of Services.

All results (including work in progress) from this contract will remain the property of NIDC. NIDC will have access to all other working papers or information stored on a computer or computer disk of the Real Estate Agent(s) concerning this contract; the Real Estate Agent(s) should check with the NIDC prior to destroying any working papers or information stored on a computer or computer disk.

D. Insurance - Current evidence of insurance as follows:

<u>Coverage</u>	<u>Amounts</u>
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
Real Estate Errors and Omissions	\$1,000,000 per occurrence

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

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

E. Contract Format

A contract will be entered into between NIDC and the selected Real Estate Agent (or Agents) based upon the scope of work defined. NIDC reserves the right to negotiate the terms, conditions, and price with the agent(s) submitting the most responsive proposals. NIDC may select one or more agents to provide the required services.

V. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents

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.

NIDC wishes to partner with a real estate agent (or agents), licensed in the State of Wisconsin, with a proven track record of successfully marketing relatively low-cost properties for homeownership. Agents must have extensive experience including working in the City of Milwaukee and particularly the Woodlands market, or a market similar to the Woodlands. Also required is experience with low-to-moderate income first-time homebuyers.

1. Title Page

The title page should include - Request for Proposal #57367, **Listing Agents for Woodlands Condominiums on Behalf of NIDC**, 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 Real Estate Agent's understanding of the work to be performed. Specifically, describe the approach to carry out the services as:

- The Listing Agent for "as-is" properties (including any marketing techniques proposed to employ in addition to listing the property for sale on MLS.)
- The Listing Agent for fully-rehabilitated properties (including any marketing techniques proposed to employ in addition to listing the property for sale on MLS.)

3. Documentation of Past Experience and Qualifications

Explain the experience and qualifications pertaining to this project to include:

- Description of experience listing properties for sale in the Woodlands, or in a similar market. Describe the number of years of experience, number of clients served, number of properties sold, etc.
- Provide examples of 3-5 properties in the Woodlands, or a similar development, you recently sold as either a buyer or seller's agent. (Provide copies of MLS listing sheets).
- Description of experience working with first-time homebuyers, non-profit counseling agencies, community based organizations, federally funded housing programs, and transactions involving significant rehabilitation.
- If you have specific expertise in a particular geographic area (or areas), please describe.
- Any other unique qualifications, such as knowledge of City of Milwaukee code requirements, familiarity with rehabilitation costs, and languages spoken other than English.
- Submit the names and contact information of at least two references that are familiar with your ability to carry out the services you are proposing to provide.

Please Note, NIDC will not consider proposals from organizations and/or individuals who:

- Are debarred by the US Department of Housing and Urban Development
- Have a history of housing code violations or delinquent property taxes
- Have had a property acquired by the City through tax foreclosure within the past 5 years
- Have an outstanding judgment from the City
- Have been convicted of a crime that causes concern with respect to neighborhood stability, health, safety, or welfare.

4. Compensation

The successful Agent shall be expected to honor the cost proposal identified in their proposal for the duration of the contract, unless modified by mutual agreement in writing.

The Agent should provide a cost estimate for each role listed in the RFP's Scope of Services, per the following:

Listing Agent for properties: It is expected that the sales price of the fully-rehabbed units will be approximately \$25,000 and that the units not fully rehabilitated will sell for less than \$20,000. Please propose a flat-fee sales commission price for the marketing and successful sale of a fully-rehabilitated unit, and for a unit needing rehab. Your fee must include any co-broker / buyer's agent commission. Fees will be paid only on a commission basis at the time of sale of the units. The agent will not receive compensation for listings which do not result in a completed sales transaction.

5. Small Business Enterprise (SBE) Participation

Responding Agents are encouraged to maximize the meaningful participation of Small Business Enterprise (SBE) firms. SBE's must be certified by the City of Milwaukee. For a listing of SBE firms certified by the City of Milwaukee go to the following link and click on the MWSBE Business Directory:

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

6. 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.

B. Selection of Broker

After screening proposals for responsiveness; the NIDC Staff will evaluate proposals and assign points to each proposal based on the following criteria:

- Your experience in assisting buyers and sellers complete real estate transactions in the Woodlands area, or in a market similar to the Woodlands (a maximum of 10 points).
- The level and quality of services you propose to provide (a maximum of 10 points).
- Your experience in working with first time homebuyers, federally funded housing programs, non-profit housing counseling agencies, and properties needing rehabilitation (a maximum of 10 points)
- The proposed cost for the services you propose to provide (a maximum of 5 points).
- The quality of references provided (a maximum of 5 points)
- Thoroughness of your overall proposal and overall responsiveness to this RFP (a maximum of 5 points).
- Commitment to SBE participation (a maximum of 5 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 July 5, 2012**. Questions raised after **July 5 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 www.mkedcd.org/RFP in the form of an addendum to this RFP by **July 6, 2012**.

An original and three (3) of the proposal should be submitted to DCD's Bid Desk no later than 11:00 a.m., **July 12, 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 #57367 Listing Agents for Woodlands Condominiums on Behalf of NIDC**

General NIDC 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 Contractor 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 Contractors shall be bound by such, whether or not received by the Contractor.

2. Receipt of Quote

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 quote received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a quote not properly addressed and identified.

Contractors are cautioned to allow ample time for transmittal of quote by mail or otherwise. Contractors 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 Contractor in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Contractor in preparing a quote for offer to NIDC confers no right of withdrawal or modification of the quote after such quote has been opened. In case of withdrawal of a quote by a Contractor, the Contractor will be disqualified thereby from submitting a second quote on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

NIDC reserves the right to reject the quote of any Contractor 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 Contractor 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 quote will receive a written acknowledgment of their proposals. NIDC will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

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

7. Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Contractor 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 Contractor 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 Contractor under this contract shall, at the option of NIDC, become the property of the NIDC. Notwithstanding the above, the Contractor shall not be relieved of liability to NIDC for damages sustained by NIDC by virtue of any breach of the contract by the Contractor.

9. Sales Tax

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

9. Request for Proposals

This RFP is not an offer to buy and must not be assumed as such. However, in the event a quote results in contractual negotiations, the Contractor 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 Contractor regarding the status of his response. However, NIDC reserves the right to enter into discussion with Contractors for purposes of clarification or further information.

10. Miscellaneous

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 quote which in its judgment best meets its needs. NIDC will require an Affidavit of No Interest, which provides that no official or employee of NIDC, the Contract Management Team, and/or the Department of City Development has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Contractor 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. Contractor 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 Contractor agrees that it will indemnify, save and hold harmless 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 the 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 Contractor 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 Contractor or any of its agents, servants, employees or subcontractors, to the Contractor or its insurer and, upon such tender, it shall be the duty of the Contractor and its insurer to defend such claim or action without cost or expense to NIDC.

13. Slavery Disclosure

The successful Contractor 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 Contractor 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 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 the 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 the 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

Attachment A

Neighborhood Improvement Development Corporation

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 Neighborhood Improvement Development Corporation (NIDC) 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 NIDC projects. If you have any questions about this form, please call your agency contact representative.

ATTACHMENT B

AFFIDAVIT OF NO INTEREST

STATE OF WISCONSIN]] SS
MILWAUKEE COUNTY]

_____, being first duly sworn, on oath deposes and says that he/she is the agent of the _____, developer, for the attached submission for Official Notice No. #57367, "Listing Agents for Woodlands Condominiums on Behalf of NIDC."

Affiant further deposes and says that no officer, official or employee of the NIDC, DCD, MNRC, the City of Milwaukee, the Contract Management Team, has or will receive anything of value in connection with the issuance of an agreement ensuing from this RFP

(Signature)

Subscribed and sworn to before me
this ___ day of _____, 20__.

Notary Public, Milwaukee County, Wis.
My commission expires _____.

ATTACHMENT C

The undersigned, being duly authorized to act on behalf of _____ (the "Real Estate Agent"), hereby certifies that neither the REAL ESTATE AGENT 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 REAL ESTATE AGENT 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 REAL ESTATE AGENT 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 NIDC Request for Proposal No. 57367 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.