



REQUEST FOR PROPOSAL

RFP # 2017-PR-001

Boulder Junction Road Improvement Plan Condition Assessment & Road Specification Development

Release Date: 19 April, 2017

Revision: original

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Thank you for your interest in our Town Road Improvement Project. This Request for Proposal (RFP) represents the requirements and objectives of our project, and are the best available information for use by the respondents to this RFP.

As described in the RFP, the respondents are provided with a process to ask questions and seek clarification to the requirements and expectations of the overall project, and specifically the RFP. It is the responsibility of each respondent to remain current on the RFP requirements, as during the course of the proposal response period, amendments and clarifications may be issued as they relate to the RFP questions submitted by the respondents and changes deemed necessary by the Town of Boulder Junction.

We look forward to seeing your proposals, good luck and thank you.

SECTION 1 -REQUEST FOR PROPOSAL

A. Background and Objectives

The Town of Boulder Junction, Villas County Wisconsin, is accepting proposals for an experienced Engineering Firm to support us in our initial Phases of a town-wide Road Improvement Plan.

In 2015 the Town embarked on a full assessment of our roads, their condition, and the development of a preliminary Improvement Plan for over 93 miles of roads. As a next Phase in our efforts, the Town is seeking the support of an Engineering firm to accomplish the following Statement of Work (SOW) deliverables:

1. Develop and publish a formal "Condition Assessment" of all Town Roads.
2. Develop/Revise and Publish a) Standard New Road Specification including appropriate drawing package, b) revised Town Road Ordinance, and c) Develop Standard Bid Package Structure.
3. Develop Bid Packages for the following Roads for work to be accomplished in 2017; a) Allen Road, b) Fishtrap Lake Road, c) Stiloski Lane.
4. Develop LRIP Grant Application for 2017 submittal.

This document provides information for interested firms to prepare and submit their Qualifications for consideration, along with a Costed Proposal for delivery of the identified Statement of Work (SOW) deliverables.

The scope of this RFP focuses on tasks associated with improving our project definition, including scope, priorities and costs, and bidding road repairs for 2017. The scope of this RFP does not engage the contracted Firm beyond the efforts defined for 2017. The broader, full scope road plan must first be approved by the Town Electors before it can be fully contracted and executed. The Town Board will determine how to move forward following Electorate approval of the full plan. Moving forward may involve additional Request for Proposal efforts for Engineering Support.

B. Project Description

The Town of Boulder Junction currently manages over 93 miles of roads, about 2/3rds of which are paved with either chip seal or asphalt. As with most Towns in the Northwoods of Wisconsin, the road conditions and quality are highly variable. The Town began an effort in 2015 to assess and catalogue the condition of all the roads and begin a prioritization process in support of our town-wide Road Improvement Plan. Much of this work is available for review on the Town website at www.townofboulderjunction.org.

The current planning targets about 64 miles of the town roads. The remainder are felt to be in good enough condition that they do not warrant inclusion in the improvement effort at this time. The scope of action planned for the roads includes, to varying degrees, the following activities:

- Structural and road bed improvements
- Safety related changes
- Improved drainage
- Repaving, and/or surface upgrades
- Lane widening, and/or inclusion of bike lanes

Where possible and practical, it is the intent of this plan to address and improve the underlying conditions that will negatively impact the usable life of the roads.

The scope and objectives of this RFP focus only on the 2017 objectives of the overall Road Improvement Plan (pre-Electorate approval). The winning Firm will be tasked to work with the Road Committee and the Town Board to accomplish the three (3) tasks as

1. Condition Assessment

The respondent will be required to conduct a “Condition Assessment” of all 93 miles of Town Roads. This Condition Assessment must be accomplished in coordination with the Road Committee. The primary deliverable under this SOW item is the creation and publication of a *Condition Assessment Report*. The Firm’s RFP response should describe their planned approach to the execution of this deliverable, and include a discussion/description of the reports’ content and scope.

The report must include a summarized condition assessment and improvement recommendation of each road. The assessment scope should address the road improvement areas as discussed in this RFP, including but not limited to structural, road bed, drainage, safety, surface type issues. Where appropriate, cost estimates should be included for critical condition improvement recommendations made in the report.

2. Road Specifications:

In coordination with the Road Committee, the respondent will be required to develop a “Road Specification” for use by the Town in their current and future road improvement,

maintenance and construction projects. This further includes the development of a basic drawing set, revision and updating of the Town Ordinance for Roads, and the creation of a generic, standard "Bidding Package". The Firm's RFP response should describe their planned approach to the execution of this deliverable, and include a discussion/description of the Deliverables' content and scope.

The Road Specification should be compliant and aligned with Local, State, and Federal guidelines and expectations, yet tailored to reasonably align to small municipality circumstances and realities

3. Bid Packages for 2017:

In coordination with the Road Committee, the respondent will be required to develop "Bid Packages" for three (3) specific roads that are targeted for paving work in 2017. These Bid Packages must utilize the documents and formatting developed in SOW Item #2, and should reflect that workscope resulting from the Condition Assessment accomplished as per SOW Item #1. The Firm's RFP response should describe their planned approach to the execution of this deliverable, and include a discussion/description of the Deliverables' content and scope.

The three roads identified for 2017 are a) Fishtrap Lake Road from High Lake-Fishtrap Lake Road to the end, b) Stiloski Lane, and c) Allen Road.

4. LRIP Grant Application for 2017:

In coordination with the Road Committee, the respondent will be required to Project Lead the development of an "LRIP Grant Package" for a yet to be determined road selection. This application must be completed and approved in time for submittal on 1 October 2017.

C. Project Schedule

It is intended that the SOW tasking can be accomplished according to the Schedule outlined below. There is some flexibility with the execution schedule as long as major program milestones can still be accomplished.

Respondents should insure their costing reflects and supports this schedule, but should also identify exceptions or issues it is proposing with the schedule.

Town of Boulder Junction		TASKING SCHEDULE FOR RFP 2017-PR-001																									Date: 15-Apr-17				
		2017																													
		MAY					JUNE					JULY					AUGUST					SEPTEMBER					OCTOBER				
MONTH		15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30					
DAY		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25					
WEEK		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25					
RFP TASK SCHEDULE MILESTONES	1) CONDITION ASSESSMENT																														
	Road Inspection	█	█	█																											
	Develop Report		█	█	█																										
	Review/Revise				█																										
	Approve/Accept Report						█																								
	2) ROAD SPECIFICATIONS																														
	Develop Road Specification		█	█	█																										
	Review/Revise			█																											
	Update/Revise Ordinance			█	█																										
	Develop Generic Bid Pkge			█	█																										
	Review/Revise				█																										
	Approve/Accept Specs						█																								
	3) BID PACKAGES																														
	Tech Req'mts/Scope				█	█																									
	Bid Document Creation					█	█	█																							
Review/Revise						█																									
Approve/Release Bid								█																							
4) LRIP GRANT PACKAGE																															
Tech Data Development									█	█	█	█																			
Grant Document Creation											█	█	█	█																	
Review/Revise												█																			
Approve Package																█															
Release Package																					█										
PROGRAM MILESTONES	RFP Contract Award	█																													
	Road Bid Package Release							█																							
	Road Work Award											█																			
	Begin 2017 Road Work																			█											
	Public Hearing 3 & 4							█	█	█																					
	Plan Choice to Town Board															█															
	Road Plan to Electorate																				█										
	LRIP Grant Submittal																					█									
	Issue Road Plan Bid Package																							█							

SECTION 2 –RFP SUBMISSION GUIDELINES

A. Submission Format, Deliverables& Deadlines:

A compliant design submittal will include the following items and formatting. To be considered for final selection, each respondent shall provide all the listed items with their submittal package, and in the quantity and formats listed. Digital file submittals will be on one (1) disk/thumb drive, combining all submitted items.

- 1) Cover letter indicating interest and project understanding. (NTE 2 pages)
- 2) Description of qualifications, including:
 - a) The respondent's relevant experience with similar projects. (NTE 3 pages)
 - b) Resume for the primary person assigned to our project. (NTE 1 page)
 - c) Information on the relevant of insurance carried by the firm. (as required)
- 3) Costed Proposal, including:
 - a) Description & Plan for each deliverable. (NTE 2 pages each)
 - b) Schedule for each deliverable. (included in 3a)
 - c) Cost for each deliverable (NTE 1 page total)
- 4) Associated Forms: (as required)

Two (2) Hardcopies (8.5 x 11 paper), One (1) Digital media device

Incomplete submissions, as determined by the Town Board, will not be considered.

Proposals may be mailed or hand delivered to arrive no later than 3:00p.m. on Monday, May 8, 2017to the address below. Late submissions will not be accepted.

MAIL TO:

Attn: Town Chairman
 Town of Boulder Junction
 PO Box 616
 Boulder Junction, Wisconsin 54512

HAND DELIVER TO:

Town Offices, Community Center Building
 Town Chairman, c/o Town Clerk
 5392 Park Street (County Hwy M/K)
 Boulder Junction, WI 54512

Proposal to be clearly marked: **Official Notice #2017-PR-001, Boulder Junction Road Improvement Plan RFP.**Please note; for proposals submitted by courier delivery service (e.g. UPS®, FedEx®, etc.), the building at the address above does not open until 9:30 a.m. Instructions to delivery drivers should be explicit in regard to that time as well as the above noted address. Without such instructions, a package may not be delivered on-time to the correct location.

B. Visitation, Questions & Changes Regarding This RFP

The Respondents may request and schedule meetings and visits to Boulder Junction in support of their proposal efforts. All scheduling will be based on availability of personnel and the scope of the meeting/visit. Meetings will be set on a first come/first serve basis. The visits/meetings must be accomplished before 4 May, 2017.

All questions and formal communication regarding this RFP should be submitted in writing to the Road Committee care of Town Clerk at clerk@townofboulderjunction.org. Questions may be submitted anytime between April 21 – April 27, 2017. Deadline for all questions is close of business April 27, 2017. Questions received after this date will only be considered if time is available.

Responses to all questions, and any additional RFP information, changes and/or clarifications regarding this RFP will be issued in the form of an addendum to this RFP. RFP Revisions and/or Addendums will be posted at the following link:
<http://townofboulderjunction.org>

The Town of Boulder Junction reserves the right to amend the RFP as necessary during the response period to ensure the best possible process and that the specifications are clarified to the extent possible to benefit the process.

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

C. RFP Schedule:

Issue RFP:	Thursday, 20 April, 2017
RFP Questions Due:	Thursday, 27April, 2017
Publish Response to RFP Questions:	Tuesday, 2May, 2017
Respondent Visits/Meetings:	NLT 4 May, 2017
RFP Responses Due @ 3:00PM	Monday, 8May, 2017
Committee Bid Opening:	Monday, 8 May, 2017
Committee recommendation to Town Board:	Wednesday, 10May, 2017
Award Announced:	NLT 15 May, 2017

D. RFP Selection Process

All Proposals meeting the criteria of this RFP will be evaluated by the Town of Boulder Junction Road Committee. The Road Committee will evaluate all responses based on specified criteria and recommend a selection to the Town Board. The goal is to select the best Firm for the Town of Boulder Junction. The Town of Boulder Junction reserves the right to select, for any reason, the proposal that best meets the objectives of the Town, including the right to not select any of the proposals.

The Road Committee will evaluate all compliant proposals based only on the content of the submitted proposal. Prior experience the members of the committee may have had with the Respondents, if not included in their RFP response, will not be considered as part of the evaluation.

Proposal review will focus on:

- ✓ Completeness of response against the objectives
- ✓ Cost Effectiveness
- ✓ Ability to meet the proposed Project Schedule
- ✓ Commitment, insight, understanding of the Objectives
- ✓ Best value for the Town of Boulder Junction

SECTION 3 GENERAL TERMS AND CONDITIONS

1. **Interpretations of RFP**-All requests for interpretation should be submitted in writing to Town Clerk, clerk@townofboulderjunction.org . No oral interpretations will be made to any Respondent as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. Each Respondent will be responsible for keeping abreast of the addenda as they are published. All such addenda shall become a part of the RFP, and all Respondents shall be bound by such, whether or not received by the Respondent.
2. **Receipt of Proposals** -Proposals received prior to the time of opening will be secure. The person 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 any person for the premature opening of a proposal not properly addressed and identified. Respondents are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Respondents 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 Respondent in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Respondent in preparing a proposal for offer to The Town of Boulder Junction 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 Respondent, the Respondent 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** -The Town of Boulder Junction reserves the right to reject the proposal of any Respondent 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. **Equal Employment Opportunity** -The Respondent 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.
6. **Small Business Enterprise Participation** – *NOT APPLICABLE TO THIS RFP* It is the policy of the Town of Boulder Junction that Small Businesses have the opportunity to participate in the performance of Town contracts. Therefore, Small Business participation is to be considered an element of proposal responsiveness. It is the responsibility of the respondents to clearly demonstrate compliance in their proposal submittals. The requirement for any contract awarded as a result of this RFP is that 15% of the total contract value come from the participation/contribution of businesses identified as 'Small Businesses' in their specific field of work, according to federal standards. Proposals are encouraged to include pertinent

information for any subcontractor firms the Respondents may propose to utilize on the Contract, whether certified as a small business enterprise or not. Respondents must complete and submit with their proposal the Small Business Participation certification, Form 4, which is included in Section 4. Upon contract award, respondents shall maintain records showing Awards to small businesses, Specific efforts to identify and award subcontracts to small businesses, and Payments to small businesses.

7. **Indemnification** -The Respondent agrees that it will indemnify, save and hold harmless the Town of Boulder Junction, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorney's fees, photocopying expenses and expert witness fees, recovered from or asserted against The Town of Boulder Junction 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 Respondent or any of its agents, servants, employees or subcontractors. The Town of Boulder Junction 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 Respondent or any of its agents, servants, employees or subcontractors, to the Respondent or its insurer and, upon such tender, it shall be the duty of the Respondent and its insurer to defend such claim or action without cost or expense to the Town of Boulder Junction.
8. **Ethics** -It is the policy of the Town of Boulder Junction, that contracts shall not be awarded to any Respondent team that includes individuals who have left Town employment within the past 12 months, or individuals who are currently employees of the Town.
9. **Wisconsin Public Records Law** -Both parties understand that The Town of Boulder Junction 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 Respondent acknowledges that it is obligated to assist the Town of Boulder Junction 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 Respondent must defend and hold the Town of Boulder Junction 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.
10. **Request for Proposal (RFP)** - 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 successful respondent 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 respondent regarding the status of his response. However, Town of Boulder Junction reserves the right to enter into discussion with respondents for purposes of clarification or further information.

- 11. **Award of Contract** - While the Town of Boulder Junction intends to select one of the proposals received, the Town reserves the right to not award a contract, or it may seek additional clarifying information prior to any award decision. After a contract award decision has been taken by the Town, all of the respondents who submitted a proposal will receive a written notification regarding the outcome of the competition and the status of their proposals.
- 12. **Insurance** – The respondents shall provide the Town of Boulder Junction with Certificates of Insurance evidencing the below referenced coverage prior to contract award. The insurance carrier must be licensed to do business in the State of Wisconsin. The Town of Boulder Junction shall be named as an additional insured with respect to liability coverage. The respondent shall provide certification of coverage to the Town of Boulder Junction as part of their RFP response.

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

Failure to provide the insurance required shall permit the Town of Boulder Junction to terminate/withhold the Contract. The Town, as an additional insured, shall be provided with at least the same advanced written notification as the Policy Holder, for any actions including notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract/ for any reason, including nonpayment of premium. This should be accomplished through the addition of an endorsement to the policies if necessary. The Insurance Provider(s) will mail all such notice(s) to the Town of Boulder Junction.

- 13. **Affidavit of No Interest** – The Town of Boulder Junction will require an Affidavit of No Interest, which provides that no official or employee of the Town, and/or the Selection Committee, has, or will, receive anything of value in connection with the issuance of a contract as a result of this RFP.
- 14. **Contract Payments** – The Town of Boulder Junction and the respondent will agree on a performance and payment schedule. The respondent will submit, to the Town, invoices itemizing the services performed and cost incurred since the last request for

payment. Payment will be made after review of the respondent's work product and upon acceptance by the Town of Boulder Junction of the services performed.

15. **Termination of Contract for Cause** - If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Respondent shall violate any of the covenants, agreements or stipulations of this contract, The Town of Boulder Junction shall thereupon have the right to terminate this contract by giving written notice to the Respondent of such termination and specifying the effective date thereof, at least five (5) 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 Respondent under this contract shall, at the option of the Town of Boulder Junction, become the property of the Town. Notwithstanding the above, the Respondent shall not be relieved of liability to Town of Boulder Junction for damages sustained by the Town by virtue of any breach of the contract by the Respondent.
16. **Sales Tax** - Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the Town of Boulder Junction is exempt from Wisconsin Use and Sales Tax. Agencies, 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 Respondents. Agencies are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.
17. **Utilization** - All information, plans, reports and conclusions derived or developed as a consequence or result of this RFP may be utilized by the Town of Boulder Junction in such manner and for such purpose as the Town desires or determines without permission or approval of the respondent or compensation to the respondent other than is herein provided, even if the Town does not ultimately contract with the respondent. By submitting a proposal, the respondent certifies that it reserves no patent, trademark, copyright, trade secret, or other intellectual property rights in any of the material that forms or is contained in its proposal, other than as noted in Form No.5 "Designation of Confidential and Proprietary Information".
18. **Miscellaneous** -The Town of Boulder Junction 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 and objectives.

SECTION 4 – Forms and Miscellaneous

Title of Form	No. ofPages
1. Affidavit of No Interest	1
2. Non-Debarment Certification	1
3. Certification of Insurance Coverage	1
4. Small Business Participation	1
5. Designation of Confidential and Proprietary Information Form	1

1) AFFIDAVIT OF NO INTEREST

STATE OF _____]

] SS

_____ COUNTY]

_____, being first duly sworn, on oath deposes and says that he/she is the agent of the _____, Respondent, for the attached submission for Official Notice No. RFP #2017-PR-001, Request for Proposals, Boulder Junction Road Improvement Plan.

Affiant further deposes and says that no officer, official or employee of the Town of Boulder Junction, and/or member of the Road Committee and their immediate family, 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, _____ County, State of _____

My commission expires _____

2) NON-DEBARMENT CERTIFICATION

The undersigned, being duly authorized to act on behalf of _____ (the “Respondent”), hereby certifies that neither the Respondent 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 Respondent further certifies that all potential (proposed or planned) sub-contractors, and any and all of their principals, are not debarred, suspended or proposed for debarment, and that the Respondent will not enter into any transactions with any sub-contractor, or any of their principals who are debarred, suspended or proposed for debarment.

Signature

Title

Date

3) CERTIFICATION OF INSURANCE COVERAGE

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

The undersigned, being duly authorized to act on behalf of _____ (the "Respondent"), hereby certifies that the Respondent currently has in place, or in the event of a contract award, is able and willing to obtain insurance coverage in the levels designated in the above table. And further, that they are willing and able to designate the Town of Boulder Junction as an additional insured entity on the policies.

Signature

Title

Date

4) SMALL BUSINESS PARTICIPATION

NOT APPLICABLE

The undersigned, being duly authorized to act on behalf of _____ (the "Respondent"), hereby certifies and agrees to the Small Business Participation policy of this RFP, and its subsequent contract. And that it will, through award of subcontracts to Small Business Enterprises, to the fullest extent consistent with the efficient performance of this contract, endeavor to meet, and/or exceed, the Small Business percentage allocation stipulated in the RFP # 2017-PR-001.

The Respondent further certifies that it will maintain records of all Small Business sub-contractor awards, and shall, upon reasonable notice, provide the Town of Boulder Junction the right and access to review and audit these records, receipts and documents maintained by the Respondent.

Signature

Title

Date

5) DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the Town of Boulder Junction’s Request for Proposal No. 2017-PR-001 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 the Town of Boulder Junction under a pledge of confidentiality. I would not have submitted this information had the Town of Boulder Junction not pledged to keep it confidential* and request that the following pages not be released:

Section	Page	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Respondents 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)

Date

Title

Company Name

NOTE: The Town of Boulder Junction, 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 Town of Boulder Junction will notify any proponent if a determination is made that the requested information cannot be kept confidential. Generally, proposals are available for public review after the Town of Boulder Junction has awarded and executed a contract.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this Request for Proposal will be handled in accordance with applicable procurement regulations. A respondent responding to this proposal should not include any proprietary information as part of its proposal unless the respondent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the Town of Boulder Junction, and 2) identifies the specific information when it occurs within the proposal. The Town of Boulder Junction’s preference is for the respondent 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 proprietary and where this information is located within the response.

Data contained in the proposal and all documentation becomes the property of the Town of Boulder Junction.

Intentionally left blank